

**DESIGN-BUILD CONTRACT  
MAIN CONTRACT FORM**

**39<sup>th</sup> AVENUE GREENWAY/PARK HILL DETENTION DESIGN-BUILD PROJECT**

**Contract Control Number: 201738462**

**THIS DESIGN-BUILD CONTRACT** (this “Design-Build Contract”) is made and entered into as of the Effective Date (as hereinafter defined) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SEMA CONSTRUCTION, INC.**, a Colorado corporation, with an address of 7353 South Eagle Street, Centennial, CO 80112 (referred to herein as the “Design-Build Team” or “Contractor”).

**RECITALS**

This Design-Build Contract is made with respect to the following facts:

A. The City has implemented and completed a competitive selection process and has selected a Design-Build (D-B) Team to design, construct, and deliver to the City the 39<sup>th</sup> Avenue Greenway/Park Hill Detention Design-Build Project in Denver, Colorado (collectively, the “Project”).

B. The Project will provide a comprehensive stormwater collection system to protect both the local community and property against flooding while improving water quality, multi-modal mobility access opportunities, and creating and enhancing park and public spaces, including (i) the design and construction of a linear greenway along the alignment of 39<sup>th</sup> Avenue, which will collect and ultimately convey stormwater to the connection for the outfall at Globeville Landing Park, incorporating park and open space, landscaping, community connectivity, utility relocations, and water quality enhancements. The work also includes conduits along Madison Street and Clayton Street/40<sup>th</sup> Street, and (ii) additional flood protection will be provided at Park Hill including design and construction of a detention basin and the installation of a pipe connection beneath the existing RTD and UPRR lines at Dahlia Street with an outlet connection, under the Union Pacific Railroad, to the Park Hill Phase V project, connecting pipe systems, utility relocations, landscaping, and water quality enhancements.

C. The Project is more particularly described in the Request for Qualifications issued by the City as of February 2, 2017 (the “RFQ”) and the Request for Proposal issued by the City as of April 12, 2017 (the “RFP”).

D. The City is relying upon the qualifications and information presented in the Design-Build Team’s response to the RFQ, dated March 17, 2017 (the “RFQ Response”), and its response to the RFP, dated September 8, 2017, as amended by **Exhibit A-1** attached hereto (the “RFP Response”), in entering into this Design-Build Contract. As used in this Design-Build Contract, the term “Proposal” shall mean and refer collectively to the Design-Build Team’s RFQ Response and its RFP Response.

E. The Design-Build Team was selected after a determination that its Proposal (including, without limitation, the Lump Sum Price Proposal set forth in the RFP Response) was the most advantageous to the City.

F. The Project’s Design-Build Criteria and Scope is attached hereto and incorporated herein as **Exhibit A** and **Exhibit A-1**.

G. The Design-Build Team hereby confirms that it is ready, willing and able to design, build and deliver a fully functional and approved (per all applicable laws, requirements and standards set forth in the Contract Documents) Project in accordance with the terms and conditions of this Design-Build Contract on and subject to the terms and conditions set forth herein.

## **AGREEMENT**

In consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged by the parties hereto, Contractor and the City do each hereby promise and agree as follows:

### **SECTION 1 – AUTHORITY; ENGAGEMENT; COORDINATION OF WORK**

#### **1.1 Line of Authority**

The City’s Executive Director (also known as the Manager) of Public Works, his designee or successor in function (hereinafter referred to as the “Executive Director”) authorizes all work performed under this Design-Build Contract. The Executive Director hereby delegates his authority over the work described herein to the City Engineer as the Executive Director’s authorized representative for the purpose of overseeing the work under this Design-Build Contract. The Executive Director’s authorized representative for the day-to-day administration of the Design-Build Team’s services under this Design-Build Contract is the Project Manager. The Design-Build Team shall submit its reports, memoranda, correspondence and submittals to the Project Manager. The Executive Director may rescind or amend any such designation of representatives or delegation of authority and the Executive Director may, from time to time, designate a different Project Manager, upon written notice to the Design-Build Team.

#### **1.2 Limitation on Delegation of Authority**

It is expressly understood that although the Project Manager may gather information about proposed changes in the contract time and contract price from the Design-Build Team, only the Executive Director or his designated representative has the authority to legally bind the City to changes in contract time and contract price through a validly executed change order in accordance with the General Conditions.

#### **1.3 Design-Build Team Selection**

In accordance with the terms and requirements set forth in Section 20-56 of the Denver Revised Municipal Code (the “DRMC”), the City implemented and completed a competitive selection process to identify qualified Design-Build teams to perform both design and construction services for the Project. The Design-Build Team was selected as best value proposer to perform such services for the City as set forth in the City’s RFQ and RFP and the Design-Build Team’s Proposal.

#### **1.4 Engagement of Design-Build Team**

The Design-Build Team shall provide and furnish all services and work items necessary to perform the Work for the Project as defined in the Design-Build Criteria and Scope and all other terms and conditions of this Design-Build Contract, including but not limited to, the following: all professional services, materials, parts, labor, supervision, coordination, administration, equipment, tools, temporary utilities, shop drawings, studies, reports, permitting documents, preliminary engineering drawings, specifications, design development drawings, construction drawings, material testing, inspection, as-built drawings and all other submittals required by the Contract Documents and desirable for the full completion of the Work and Project, described, or specified in this Design-Build Contract. The terms “Project” and “Work” are synonymous. The Design-Build Team’s Project cost proposal shall include all costs relating to, or

associated with, the foregoing, including, but not limited to, material costs, equipment costs, personnel costs, overhead and profit and all other costs associated with the Design-Build Team's performance, including all of the Design-Build Team's errors, omissions and negligence with respect to such performance.

### **1.5 Relationship of the Parties**

- (a) By entering into this Design-Build Contract, the Design-Build Team accepts the relationship of trust and confidence between it and the City. The Design-Build Team shall furnish its reasonable professional skill and judgment and shall cooperate with the officials, employees and agents of the City, including the Project Manager, in furthering the interests of the City. The Design-Build Team will furnish efficient business administration and superintendence and will use reasonable efforts to perform the Work in an expeditious and economical manner consistent with the interests of the City. In no event shall the Design-Build Team be considered a fiduciary of the City by reason of this paragraph.
- (b) The parties intend herein to establish a relationship wherein the City relies upon the integrity and fidelity of the Design-Build Team to complete the Project within the time and budget constraints set forth in this Design-Build Contract and in a manner which satisfies the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements.
- (c) The Design-Build Team accepts the relationship of trust and confidence established by this Design-Build Contract with the City. The Design-Build Team further agrees to utilize the Design-Build Team's reasonable 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 Design-Build Team agrees to furnish efficient business administration, construction management and superintendence and to use its reasonable efforts to complete the Work in an expeditious and economical manner, consistent with the interests of the City.
- (d) The Design-Build Team 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.

### **1.6 Coordination and Cooperation**

- (a) The Design-Build Team 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.
- (b) The Design-Build Team shall, as a continuing work item under this Design-Build Contract, facilitate coordination, communication and cooperation regarding its performance hereunder between the City's Department of Public Works ("Public Works"), the Project Manager, other City consultants and any affiliated entities. In addition, the Design-Build Team shall coordinate its efforts under this Design-Build Contract with all involved governmental and regulatory entities.

- (c) The Design-Build Team shall be responsible for taking accurate and comprehensive minutes at all Design and Construction Phase meetings attended by the Design-Build Team 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.

## **SECTION 2 – CONTRACT DOCUMENTS**

### **2.1 Contract Documents**

The following list (Section 2.3) of instruments, drawings and documents which are attached hereto, bound herewith or incorporated herein by reference constitute and shall be referred to collectively as the “Contract Documents.” All such instruments, drawings and documents taken together as a whole constitute the Design-Build Contract between the parties hereto, and they are as fully a part of this Design-Build Contract as if they were set out verbatim and in full herein.

### **2.2 Integration**

The Contract Documents represent the entire and complete integration of all understandings between the City and the Design-Build Team as to the subject matter hereof, and supersede all prior negotiations, representations or agreements. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement or change order properly executed by the parties. When the Contract Drawings and Technical Specifications are complete, they will be incorporated by written directive of the Executive Director or the Executive Director’s designee.

### **2.3 List of Contract Documents**

- (a) This main Design-Build Contract document (consisting of pages 1 through the signature page).

- (b) The following exhibits to the main Design-Build Contract document:

- Exhibit A: Design-Build Criteria and Scope
- Exhibit A-1: Contract Clarifications
- Exhibit B: Lump Sum Price Proposal
- Exhibit C: Schedule of Values
- Exhibit D: Payment and Performance Bond Form
- Exhibit E: Insurance Certificates (Example)
- Exhibit F: M/WBE Commitment Documents and Letters of Intent (Design) and M/WBE Compliance Plan (Construction)
- Exhibit G: Prevailing Wage Rate Schedule
- Exhibit H: City and County of Denver Equal Employment Opportunity Provisions
- Exhibit I: RFP Response (incorporated herein by reference and as amended and supplemented by Exhibit A-1)

- Exhibit J: Technical Specifications and Technical Requirements (as issued by the City prior to contract execution)
- Exhibit K: Intentionally Omitted
- Exhibit L: General Contract Conditions (index)
- Exhibit M: Special Contract Conditions
- Exhibit N: Notice to Proceed (form)

- (c) RFQ (incorporated by reference).
- (d) Design-Build Team's RFQ Response (incorporated by reference).
- (e) RFP (incorporated by reference).
- (f) Design-Build Team's RFP Response (incorporated by reference).
- (g) Notice to Proceed (incorporated by reference after issuance by the City).
- (h) General Contract Conditions.
- (i) Special Contract Conditions.
- (j) Project Documents and Design Documents.
- (k) Design-Build Team's Certification of Payment Form (attached in Special Contract Conditions).
- (l) Certificate of Contract Release Form (attached in Special Contract Conditions).
- (m) Partial/Final Lien Release Form (attached in Special Contract Conditions).

## **2.4 Order of Precedence**

In the event of a conflict between provisions of any of the Contract Documents which cannot be resolved by giving effect to both provisions, the order of precedence of the Contract Documents in descending order, shall be as follows:

- (a) This Design-Build Contract main contract form and Exhibits A through N, as may be modified by amendment or Change Order, with precedence of amendments or Change Orders in reverse order of issuance.
- (b) The Special Contract Conditions.
- (c) The General Contract Conditions.
- (d) The RFP including Technical Specifications and Technical Requirements.
- (e) Design-Build Team's RFP Response.
- (f) The Design Documents (100% Construction Documents).
- (g) The RFQ and the Design-Build Team's RFQ Response.

## **2.5 Documents Complementary**

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

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

## **2.6 Documents Following Contract Execution**

It is contemplated by the parties that numerous exhibits or attachments, including Construction Documents and final Technical Specifications, will not be accomplished or must be developed after execution of this Design-Build Contract and, as such, must be finalized, incorporated by reference and/or attached to and be made a part of the Contract Documents subsequent to execution of this Design-Build Contract. The incorporation of such exhibits or attachments into this Design-Build Contract shall be accomplished by written directive from the Executive Director 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 Design-Build Contract, the greater service, better quality or greater quantity shall be included in the Work. However, nothing contained in this section shall limit the Design-Build Team's ability to seek Change Order time and compensation adjustments for City changes to the Work incorporated into any of these later exhibits and attachments.

## **2.7 Construction**

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

# **SECTION 3 – SCOPE OF WORK**

## **3.1 Design Documents.**

The Design-Build Team shall prepare or provide to the Project Manager for review and approval the detailed plans and specifications for the Project, including, without limitation, those items set forth in **Exhibit A** (the "Project Documents"). Design services shall be performed by qualified architects, engineers and other professionals selected and paid by the Design-Build Team.

## **3.2 Standard of Care for Professional Design Services**

The Design-Build Team shall perform all services required by this Design-Build Contract with the degree of skill, care and diligence consistent with the professional standards prevailing in the Denver Metropolitan Area for services of comparable scope and magnitude. The Design-Build Team's Design Manager shall be a professional engineer registered in the State of Colorado.

## **3.3 Ownership of Documents**

- (a) The City shall have title and all intellectual and other property rights, in and to all phased and final Project Documents and all data and reference materials used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, contract documents, studies, estimates, reports, models, notes, Shop Drawings, reference materials, alternative technical concepts, and any other materials or work products, whether in electronic or hard copy format, created by the Design-Build Team pursuant to this Design-Build Contract, in preliminary and final forms and on any media whatsoever (collectively, the "Design Documents"), whether the Project for which the Design Documents were created is executed or not. The Design-Build Team shall identify and disclose, as requested, all such Design Documents to the City.

- (b) To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Design Documents are a “work made for hire,” and all ownership of copyright in the Design Documents shall vest in the City at the time the Design Documents are created. To the extent that the Design Documents are not a “work made for hire,” the Design-Build Team hereby assigns and transfers all right, title and interest in and to the Design Documents to the City, as of the time of the creation of the Design Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.
- (c) The Design-Build Team shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City’s benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Design Documents, and shall provide full information regarding the Design Documents and execute all appropriate documentation in applying for or otherwise registering, in the City’s name, all rights to such Design Documents.
- (d) The Design-Build Team agrees to allow the City to review any of the procedures used in performing the Work hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.
- (e) The Design-Build Team shall be permitted to retain reproducible and electronic copies of all of the Design Documents for the information and reference, and the originals of all of the Design Documents, including all electronic files, shall be delivered to the City promptly upon completion thereof, or if authorized by the City’s Project Manager, upon termination or expiration of this Design-Build Contract.

### **3.4 Design-Build Services**

All Work on the Project shall be performed by qualified contractors (licensed and bonded for work in the City and County of Denver), subcontractors and suppliers, selected and paid by the Design-Build Team and acting in the interest of the Design-Build Team. Selection of the Design-Build Team’s contractors, subcontractors, consultants, subconsultants, vendors and suppliers shall be at the sole discretion of the Design-Build Team subject to the Contractor’s commitment to Major Participants and Key Personnel. As used herein, the term "Major Participant" means any of the following entities: all general partners or joint venture members of the Contractor; all individuals, persons, proprietorships, partnerships, limited liability partnerships, corporations, professional corporations, limited liability companies, business associations, or other legal entity, however organized, holding (directly or indirectly) a 25% or greater interest in the Contractor; any subcontractor(s) that will perform work valued at 20% or more of the overall contract amount; the lead engineering/design firm(s); and each engineering/design sub-consultant that will perform 20% or more of the Work. As used herein, the term “Key Personnel” refers to the key personnel named in the Contractor’s Proposal. Key Personnel or Major Participants identified in the Contractor’s Proposal may not be removed, replaced, or added without the written approval of the City. The City may revoke an awarded contract if any Key Personnel or Major Participant identified in the Proposal is removed, replaced, or added to without the City’s prior written approval. To qualify for the City’s approval, the written request must document that the proposed removal, replacement, or addition will be equal to or better than the Key Personnel or Major Participant provided in the Proposal. The City will use the criteria specified in the RFQ, and the qualification submitted by the Contractor in the Proposal, to evaluate all requests. Requests for removals, replacements, and additions must be submitted in writing to City’s Project Manager.

### **3.5 Acts and Omissions**

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

### **3.6 Conflict of Interests**

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

### **3.7 Completion Obligation**

The Design-Build Team 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 Design-Build Team agrees to commence and undertake the performance of the Work under this Design-Build Contract within ten (10) days of the date of issuance of a Notice to Proceed in substantially the form attached in the Contract Documents and agrees to substantially complete said Work within the Contract Time and fully complete said Work in accordance with the Contract Documents.

### **3.8 Phases of Work**

The entire Scope of Work shall include the following phases:

- (a) Design Phase Services. The Design Phase Services are comprised of all those services, obligations and responsibilities necessary or required to complete for the City's review a design of the Project that strictly complies with the requirements set forth in the Design-Build Criteria and Scope, incorporated herein by this reference as **Exhibit A**.
- (b) Construction Phase Services. The Construction Phase Services shall include the furnishing of all construction administration, management, supervision and coordination experience and expertise, as well as all construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, and everything else necessary and required to complete the Work and 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.

### **3.9 The Work**

The terms "Scope of Work" or "Work" as used herein shall mean all Design Phase Services and Construction Phase Services required by or reasonably inferable from the Contract Documents, whether completed or partially completed, and includes all labor, management, administration, supervision, materials, supplies, manufactured components, equipment, installation, testing, construction, supervision, professional services, and services provided or to be provided by the Design-Build Team to fulfill the Design-Build Team's obligations under this Design-Build Contract. The Work shall constitute the whole of the Project. The foregoing terms of this Section 3.9 shall supersede and replace the definition of the "Work" as set forth in Section 121 of the General Conditions.

### **3.10 Acknowledgement of Scope of Work**

- (a) The Design-Build Team expressly recognizes and acknowledges that this Project must be completed within the time and fiscal constraints as set forth throughout this Design-Build Contract.



- (b) The Design-Build Team further represents to the City that by executing this Design-Build Contract, it has been fully informed of and has thoroughly reviewed the following: the objectives of the Project; the work effort of the City’s Consultants performed to date for the Project; all of the Contract Documents attached to this Design-Build Contract or incorporated by reference; and all of the Work required by the Design-Build Team by the Contract Documents. Based upon this thorough review and analysis, the Design-Build Team represents to the City that it will provide or perform all of the necessary Work within the requirements of the Contract Documents.
- (c) Also by execution of this Design-Build Contract, the Design-Build Team covenants and represents that the Design-Build Team has visited the site of the Project (the “Site”) and has had sufficient time and opportunity to independently examine and is sufficiently familiar with: the Site, the character and nature of the Site layout and materials, the character and nature of all Site constraints, restrictions and limitations, and limitations on ingress, egress and construction staging and performance; and the local conditions under which the Work is to be performed, including weather conditions and any other factors which may impact the Work. The Design-Build Team 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 and the formulation of the Lump Sum Contract Price.
- (d) Also by execution of this Design-Build Contract, the Design-Build Team represents that it has reviewed and is familiar with the City’s general expectations and scheduling assumptions regarding completion of the Project and use and that, given the Design-Build Criteria and Scope, these scheduling assumptions are reasonable and achievable. The Design-Build Team further represents that it has taken into consideration and correlated these assumptions and constraints with the requirements of the Contract Documents and in the pricing of the Work, the Lump Sum Contract Price.
- (e) Finally, the Design-Build Team represents that it has reviewed the Design-Build Criteria and Scope, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by these scoping documents and the Project requirements and constraints is a reasonable and constructible Project, incorporating a reasonable and workable delivery approach, schedule and budget.

## **SECTION 4 – CONTRACT TERM AND TIME OF COMMENCEMENT**

### **4.1 General**

The Contract Term shall begin on the Effective Date, but no work shall be performed prior to the delivery of all bonds and insurance certificates (as required) of the Design-Build Team and until the City issues a Notice to Proceed. The Contract Time for the Project shall be the period of performance beginning on the date of Notice to Proceed. The Design-Build Team is not authorized to commence Work prior to its receipt of the Notice to Proceed, and any Work performed prior to the Notice to Proceed is at the Design-Build Team’s sole risk, cost and expense and with no obligation by the City to pay for any such Work. Upon issuance of the Notice to Proceed all Costs of the Work incurred prior to the issuance date will be reimbursable to the Design-Build Team subject to the approved Lump Sum Contract Price. Termination shall be pursuant to Title 22 of the General Conditions except as otherwise provided herein.

### **4.2 Contract Time and Substantial Completion**

The term “Project Contract Time” or “Contract Time” is defined as the period beginning on the date of Notice to Proceed and ending on the date of Final Completion of the Work set forth in the Project Scope of Work, subject to Change Orders as provided for in the Contract Documents. The terms “Substantial Completion” and “Final Completion” are defined in the General Conditions.

#### **4.3 Liquidated Damages:**

It is understood and agreed by and between the City and the Design-Build Team that, if the Design-Build Team fails to achieve the Contractual Milestone date for the Work within the time set forth in this Section 4.3, the City will suffer substantial damages, which damages would be difficult to accurately determine. The parties hereto have considered the possible elements of damages and have agreed upon the amount of liquidated damages for the Design-Build Team's failure to achieve either or both of the Contractual Milestone(s) set forth below (the "Liquidated Damages"). The Work shall be prosecuted in accordance with the Construction Schedule established in the Scope of Work including the Contractual Milestone(s) as set forth below and as defined by the Contract Documents. The Contractor shall anticipate situations which would cause any subcontractor or other thirdparty difficulty in completing its portion of the Work within the time described in the Construction Schedule. If the Work is not sufficiently completed as necessary to achieve either of the Contractual Milestones described below on or before the date applicable to the corresponding Contractual Milestone as set forth in the table below, then in any of the above described events, the Contractor shall pay to the City as Liquidated Damages, and not as a penalty, an amount to be assessed as follows:

<u><b>Contractual Milestone</b></u>	<u><b>Date</b></u>	<u><b>Liquidated Damages</b></u>
1. Operational Substantial Completion	March 1, 2020	\$5,000.00/day
2. Landscaping Substantial Completion	June 2, 2020	\$5,000.00/day
3. Final Acceptance	June 30, 2020	\$5,000.00/day

Notwithstanding any term or provision of this Design-Build Contract to the contrary, in no event shall the total amount of Liquidated Damages payable by the Contractor hereunder accrue at a cumulative rate of more than \$5,000.00/day.

If the Design-Build Team shall fail to pay such Liquidated Damages promptly upon demand therefore, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such Liquidated Damages from any payment due the Design-Build Team. Additional provisions relating to Liquidated Damages are set forth in the Design-Build Contract General Contract Conditions. The Parties agree that the Liquidated Damages are the sole remedy for the City on the condition that the Design-Build Team does not seek to void the Liquidated Damages provisions in these Contract Documents or on any other basis, and in such event the City reserves all of its rights to seek actual damages from the Design-Build Team for injury or loss suffered by the City from the acts or omissions of the Design-Build Team, including but not limited to any other breach or default of this Design-Build Contract.

#### **4.4 Effective Date:**

As used herein, the term "Effective Date" shall mean shall be the date of the full execution of this Design-Build Contract as reflected by the date set forth on the City's signature page attached hereto.

### **SECTION 5 – INSURANCE REQUIREMENTS**

#### **5.1 General Conditions:**

The Design-Build Team agrees to secure, at or before the time of execution of this Design-Build Contract, the following insurance covering all operations, goods or services provided pursuant to this Design-Build

Contract. Design-Build Team shall keep the required insurance coverage in force at all times during the term of this Design-Build Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of this Design-Build 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 contain a valid provision or endorsement requiring notification to the City in the event any of the above-described 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 Design-Build Contract. Such written notice shall reference the City contract number listed on the signature page of this Design-Build 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, Design-Build Team shall provide written notice of cancellation or non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Design-Build Team. Design-Build Team shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Design-Build Contract are the minimum requirements, and these requirements do not lessen or limit the liability of the Design-Build Team. The Design Build Team 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 Design-Build Contract.

#### **5.2 Proof of Insurance:**

The Design-Build Team shall provide a copy of this Design-Build Contract to its insurance agent or broker. Design-Build Team may not commence services or work relating to the Agreement prior to placement of coverage. Design-Build Team certifies that the certificate of insurance attached as **Exhibit E**, preferably an ACORD certificate, complies with all insurance requirements of this Design-Build 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 Design-Build Contract shall not act as a waiver of Design-Build Team’s breach of this Design-Build Contract or of any of the City’s rights or remedies under this Design-Build Contract. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

#### **5.3 Additional Insureds:**

For Commercial General Liability, Auto Liability, Excess Liability/Umbrella, and Contractors Pollution Liability, Design-Build Team and subcontractor’s insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

#### **5.4 Waiver of Subrogation:**

For all coverages, the Design-Build Team’s insurer shall waive subrogation rights against the City.

#### **5.5 Subcontractors and Subconsultants:**

All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Contract) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Design-Build Team, but in amounts of at least \$1,000,000 Commercial General Liability, Business Auto insurance of \$1,000,000 combined single limit, statutory Workers’ Compensation coverage, and \$1,000,000 professional liability for any subcontractor performing design or engineering work. Design-Build Team shall include all such subcontractors as additional insured under its policies (with the exception of Workers’ Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Design Build

Team agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

**5.6 Workers' Compensation/Employer's Liability Insurance:**

The Design-Build Team shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease, and \$500,000 aggregate for all claims. The Design-Build Team expressly represents to the City, as a material representation upon which the City is relying in entering into this Contract, that none of the Design-Build Team's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall affect such rejection during any part of the term of this Design-Build Contract, and that any such rejections previously effected, have been revoked as of the date the Design-Build Team executes this Design-Build Contract.

**5.7 General Liability:**

The Design-Build Team shall maintain limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate.

**5.8 Business Automobile Liability:**

The Design-Build Team shall maintain Business Auto 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 Design-Build Contract. If transporting wastes, hazardous materials, or regulated substances, Design-Build Team 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.

**5.9 Professional Liability:**

The Design-Build Team shall maintain limits of \$2,000,000 for each claim, and \$5,000,000 aggregate limit for all claims.

**5.10 Excess/Umbrella Liability:**

The Design-Build Team shall maintain excess liability limits of \$10 million. Coverage must be written on a "follow form" basis. Any combination of primary and excess coverage may be used to achieve required limits.

**5.11 Contractors Pollution Liability:**

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

**5.12 Builders Risk or Installation Floater:**

The Design-Build Team shall maintain limits equal 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, Design-Build Team and sub-contractors shall be Additional Named Insured under the policy. Policy shall remain in force until acceptance of the Project by the City.

### **5.13 Additional Provisions:**

- (a) For all Commercial General Liability and Excess Liability, the policies must provide the following:
  - (i) That this Agreement is an Insured Contract under the policy.
  - (ii) Defense costs in excess of policy limits.
  - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
  - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) 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
- (c) If any aggregate limit is reduced by twenty-five percent (25%) or more by paid or reserved claims, the Design Build Team shall notify the City within ten (10) days and reinstate aggregates required.

## **SECTION 6 – COMPENSATION**

In accordance with the terms of this Design-Build Contract, the amount to be paid by the City to the Design-Build Team under this Design-Build Contract shall be the Lump Sum Contract Price as set forth in **Exhibit B**. The Design-Build Team guarantees and warrants that the Project will be completed by its performance hereunder for the Lump Sum Contract Price amount. In no event will the City's liability exceed the Lump Sum Contract Price, as adjusted by duly authorized change order in accordance with this Design-Build Contract. The parties specifically agree that any performance by the Design-Build Team hereunder shall not subject the City to any cost, charge or fee not specified above.

## **SECTION 7 – ADDITIONAL PROVISIONS**

### **7.1 Dispute Resolution:**

Partnering will be required in order to mitigate the more formal dispute resolution mechanisms provided in this Agreement. Partnering in this context is intended to be a non-binding procedure available for use by the parties to this Agreement to resolve any issues that may arise during performance of the Work. In the event partnering fails to resolve an issue and Contractor elects to pursue a formal dispute with the City, the dispute shall be resolved using the procedures, methods and decision body provided by this Section 7.1. It is the express intention of the parties to this Design-Build Contract that all disputes of any nature that cannot be resolved through partnering regarding this Design-Build Contract including, without limitation, any claims for compensation or damages arising out of breach or default under this Design-Build Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, DRMC or, with respect to appropriate issues involving Disadvantaged Business Enterprise contracting, by Section 28-33, DRMC. The Design-Build Team 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 Design-Build Team, notwithstanding any other claimed theory of entitlement on the part of the Design-Build Team or its subcontractors or suppliers.

### **7.2 Subcontractor Responsibility**

The Design-Build Team shall be responsible to the City for the acts and omissions of its agents and employees, subcontractors and suppliers of any tier, and their agents and employees performing Work under this Design-Build Contract.

### **7.3 No Discrimination in Employment**

In connection with the performance of the Work under this Design-Build Contract, the Design-Build Team agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Design-Build Team further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the Design-Build Team agrees to comply with the provisions of Section 28-45 to 28-47, DRMC, and all Rules and Regulations promulgated and adopted by the Executive Director pursuant thereto relating to non-discrimination in employment by contractors, subcontractors and suppliers receiving compensation for work performed on the Project.

### **7.4 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 Design-Build Team hereunder.

### **7.5 Nondiscrimination in Employment**

In connection with the performance of the Work under this Design-Build Contract, the Design-Build Team agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Design-Build Team further agrees to insert the foregoing requirement in all subcontracts hereunder. Further, the Design-Build Team agrees to comply with the provisions of Section 28-41 to 28-47, DRMC, and all rules and regulations promulgated and adopted by the Executive Director pursuant thereto relating to nondiscrimination in employment by contractors, subcontractors and suppliers receiving compensation for work performed on the Project.

### **7.6 Compliance with Minority/Women Owned Business Enterprise Requirements**

- (a) This Design-Build Contract is subject to all applicable provisions of Article III, Divisions 1 and 3 of Chapter 28 of the DRMC (the "M/WBE Ordinance") and all rules and regulations promulgated pursuant thereto. In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of twenty-three percent (23%) established for the design aspect of this Project (Design Goal), utilizing properly certified M/WBE subcontractors and suppliers. The Design Goal must be met with certified participants as set forth in Section 28-55, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-67, D.R.M.C. For compliance with good faith effort requirements under Section 28-62(b)(2), the percentage solicitation level required for this project is 100%. The Design-Build Team identified in its Proposal MBE and/or WBE firms with which it intends to subcontract for design related services under this Agreement, with a total participation level by such firms of twenty-three percent (23%).
- (b) In accordance with the requirements of the M/WBE Ordinance, the Design-Build Team is committed to, at a minimum, meet the participation goal of twelve percent (12%) established for the construction aspect of this Project (Construction Goal), utilizing properly certified M/WBE subcontractors and suppliers. In accordance with Section 28-60(b) and all rules and regulations promulgated pursuant thereto, the Executive Director has authorized the utilization of a compliance plan to address the Construction Goal for this Project. Upon execution of this Design-Build Contract, the Design-Build Team will prepare and present for the review and approval of the Executive Director a compliance plan for meeting the requirements of the M/WBE Ordinance. At a minimum, the proposed compliance plan shall comply with all requirements of the rules and

regulations pertaining to such plans and shall be approved in writing by the Executive Director. Upon such approval, the plan will be incorporated into this Design Build Contract by Change Order.

- (c) Without limiting the general applicability of the foregoing, the Design-Build Team acknowledges its continuing duty, pursuant to Section 28-72 DRMC, to meet and maintain throughout the duration of this Design-Build Contract its participation and compliance commitments and to ensure that all subcontractors subject to the M/WBE Ordinance also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Executive Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, DRMC. Nothing contained in this Section 7.6 or in the M/WBE Ordinance shall negate the City’s right to obtain prior approval of subcontractors, or substitutes therefor, under this Design-Build Contract.

### **7.7 Compliance with Wage Rate Requirements**

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

### **7.8 Applicable laws**

This Design-Build Contract between the Design-Build Team 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. 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 all other federal, state, and local laws, codes, ordinances, permits, rules, regulations, and guidelines which in any manner limit, control, or apply to the Work and/or the actions or operations of the Design-Build Team, including any subcontractors, employees, agents or servants of the Design- Build Team 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, including, without limitation, all such laws, rules, and regulations relating to safety and the protection of health and the environment (including the Environmental Requirements, as defined in the Special Conditions) and the laws, rules, regulations, and guidelines known as the Americans with Disabilities Act (ADA) (collectively, the “Applicable Laws”). The Charter and Revised Municipal Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Design-Build Contract as if fully set out herein by this reference.

### **7.9 Appropriation**

Notwithstanding any other term, provision, or condition herein, all payment obligations under this Design-Build Contract shall be limited to the funds duly and lawfully appropriated and encumbered, or otherwise made available by the Denver City Council ad paid into the Treasury of the City. As of the date of this Design-Build Contract, Eight Million Dollars (\$8,000,000.00) has been appropriated and encumbered for this Design-Build Contract. The Contractor is hereby notified pursuant to Section 24-91-103.6(7)(b) of the Colorado Revised Statutes that the City intends to utilize bond-financed construction with respect to the Project where appropriations to service bond debt may occur subsequent to the commencement of

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

#### **7.10 City Council Approval**

Approval by the City Council of the City and County of Denver, acting by ordinance, in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and effect and performance of this Design-Build Contract.

#### **7.11 Assignment Strictly Prohibited.**

The Design-Build Team shall not assign or otherwise transfer, in whole or in part, any of its rights, benefits, claims, obligations, duties or entitlement to monies owed or which may become due under this Design-Build Contract, except upon the prior written consent and approval of the Executive Director to such assignment.

#### **7.12 Conflict of Interest**

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

#### **7.13 Taxes, Charges and Penalties**

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

#### **7.14 Waiver of C.R.S. 13-20-802 et. seq.**

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

#### **7.15 Proprietary or Confidential Information**

- (a) City Information: The Design-Build Team understands and agrees that, in performance of this Design-Build Contract, the Design-Build Team 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 Design-Build Team agrees that all information disclosed by the City to the Design-Build Team shall be held in confidence and used only in performance of the Design-Build Contract. The Design-Build Team shall exercise the same standard of care to protect such information as a reasonably prudent Design-Build Team would to protect its own proprietary data.



- (b) Design-Build Team Information: The parties understand that all the material provided or produced under this Design-Build Contract may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., (“CORA”) and that in the event of a request to the City for disclosure of such information, the City shall advise the Design-Build Team of such request in order to give the Design-Build Team 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 Design-Build Team agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The Design-Build Team 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 Design-Build Team’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.

#### **7.16 Status of Design-Build Team**

It is understood and agreed that the status of the Design-Build Team 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 Design-Build Team, or any member of its staff or any consultant, is an employee or officer of the City for any purpose whatsoever.

#### **7.17 Rights and Remedies Not Waived**

No payment or failure to act under the Design-Build Contract by the City shall constitute a waiver of any breach of covenant or default which may then exist on the part of the Design-Build Team. No assent, expressed or implied, by either party to any breach of the Design-Build Contract shall be held to be a waiver of any default or other breach.

#### **7.18 Notices**

Any notices, demands, or other communications required or permitted to be given by any provision of this Design-Build 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 Design-Build Team:

SEMA Construction, Inc.  
7353 South Eagle Street  
Centennial, CO 80112

If to the City:

Manager of Public Works  
City and County of Denver  
201 W. Colfax, Dept. 614  
Denver, CO 80202

With a copy to:

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

#### **7.19 Survival of Certain Provisions**

The parties understand and agree that all terms, conditions and covenants of this Design-Build Contract, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Design-Build Contract (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Design-Build Team'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.

#### **7.20 Contract Binding**

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

#### **7.21 Paragraph Headings**

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

#### **7.22 Severability**

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

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** PWADM-201738462-00

**Contractor Name:** SEMA CONSTRUCTION INC

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

Name: Steven C. Mills  
(please print)

Title: Corporate V.P., Contracts  
(please print)

**ATTEST: [if required]**

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

Name: Patricia D. Kinsella  
(please print)

Title: Administrative Assistant Secretary  
(please print)



## Exhibit A – Design-Build Criteria and Scope

## **Exhibit A: Design-Build Criteria and Scope**

### Design-Build services for the 39<sup>th</sup> Avenue Greenway / Park Hill Detention Project

The successful Proposer will be responsible for the design, construction, establishment, and Warranty of the Project. Final alignments, grades, horizontal and vertical clearances, foundation locations, structure type selection and design, drainage, geotechnical, traffic and roadway, landscaping, recreational/park elements, aesthetics, and all other final design features shall be the responsibility of the successful Proposer. The final design documents shall be completed in English units of measurement and language. The design and construction by the successful Proposer shall be completed in accordance with applicable Project and City Standards and Specifications identified in the RFP.

The Project can be separated into two major construction Work areas: 1) 39<sup>th</sup> Avenue Greenway and 2) Park Hill Detention. The Project generally consists of the design and construction of a Greenway along 39<sup>th</sup> Avenue, which will collect and convey floodwater through an open channel to the outfall at Globeville Landing Park, incorporating parks and open space, landscaping, recreational elements, community enhancements, connectivity, Utility relocations, drainage system infrastructure improvements, and water quality enhancements. In addition, the Work shall include the design and construction of a detention basin within the Park Hill Golf Course, connected by a storm-drainage system from the Holly Pond, Utility relocations, jacking of pipes under the Regional Transportation District (RTD) and Union Pacific Railroad (UPRR) tracks, landscaping, drainage system infrastructure improvements, and water quality enhancements.

The Project shall be designed and constructed to City Standards and Specifications, other applicable standards and specifications as required in these Contract Documents, and comply with or exceed standards provided in the Technical Requirements, Technical Specifications, and any other requirements of the Request for Proposal (RFP).

The Project has two separate funding sources and is divided into the Base Project and Amenities, accordingly. The Technical Requirements treat the Project as a whole, providing criteria for both the Base Project and the Amenities collectively, unless otherwise specified.

The following goals have been established for the Project:

- Provide a safe environment for the public and Project team personnel.
- Deliver the design and construction of the Project to a high level of quality, meeting the technical requirements of the RFP, within the Project budget and schedule.
- Provide flood protection to the community while integrating water quality for the Montclair Creek and Park Hill basin areas.
- Create a new linear Greenway, incorporating recreational and community gathering spaces.
- Provide increased pedestrian and bicycle mobility and vehicular connectivity for the local community.
- Provide a solution that is aesthetically and functionally complementary to the urban environment surrounding the Project.
- Implement and maintain a community outreach program during design and construction.

- Provide a solution that reduces long-term operations and maintenance capital.
- Minimize impacts to the local community and maintain the flow of vehicular and pedestrian traffic through and around the Project site with minimal disruption.

## Exhibit A-1 – Contract Clarifications



## Exhibit A-1

### Contract Clarifications

The following are clarifications to the Proposal submitted by SEMA Construction, Inc. (SEMA) and added elements resulting from the resulting contract negotiations.

The following are changes to the SEMA Proposal:

#### (Non-Cost Items)

1. The contract Operational Substantial Completion Date is March 1, 2020.
2. The contract Landscaping Substantial Completion Date is June 2, 2020.
3. The contract Final Acceptance Date is June 30, 2020.
4. SEMA will not commence design for any Work on the Park Hill Golf Course property prior to July 1, 2018.

#### (Cost Items)

1. Exclude the segment of the Clayton Street storm sewer lateral between 41<sup>st</sup> Avenue and 42<sup>nd</sup> Avenue. This revision originated as an ATC from another Proposer and by its inclusion, SEMA reduced the Proposal Fixed Contract Price by (\$90,000).
2. Realign the 39<sup>th</sup> Ave sanitary sewer line utilizing smaller parallel pipes across the channel at the current location of the 32"x48" brick sewer in the alley east of High Street. Denver Wastewater approval is required during design development. This revision originated as an ATC from another Proposer and by its inclusion, SEMA reduced the Proposal Fixed Contract Price by (\$340,000).
3. Permit the reduction of the design speed by 10 mph for the bridge construction on York Street. This revision originated as an ATC from another Proposer and by its inclusion, SEMA reduced the Proposal Fixed Contract Price by (\$13,000).
4. The bridge spanning the Coke property, over the Greenway, shall be designed with a maximum skew of 30 and shall have a typical section width of 64'. No demolition of the existing security building is required. This revision originated through advancements in negotiations with Coke and by its inclusion, SEMA increased the Proposal Fixed Contract Price by \$150,000.
5. The notice to proceed (NTP) date contemplated by the procurement documents of November 13, 2017 has been revised to of January 23, 2018 and was utilized to generate the revised contractual dates. This revision increases expected time related overhead and by its inclusion, SEMA increased the Proposal Fixed Contract Price by \$1,787,300.

The results of the above negotiated items reconciles to a revised lump sum bid of \$78,214,454.00.

The following additional benefits to the City and County of Denver will be provided by SEMA:

#### (Proposal Betterments)

1. Provide a Community Development Program Fund of \$100,000 for the City to use at its discretion for an additional investment into the Project.
2. The Park Hill forebay design shall exceed three percent water quality capture volume.
3. All bridges shall be single span.

4. The Coke bridge and York Street bridge shall maintain a vertical clearance of 9'-0" and 9'-4", respectively, with the multi-use path while maintaining hydraulic requirements (i.e. keeping the path out of the 2-year storm event).
5. Nature Play areas shall be broken out into separate "toddler to pre-school" and "kindergarten and beyond" areas.

The following elements have been proposed by SEMA and are subject to review and acceptance by the City during final design submittal(s), in accordance with the contract requirements, and the provisions of the specified Alternative Technical Concepts (ATC's) and/or Request for Information (RFI):

(SEMA Accepted ATC's incorporated into the contract)

1. ATC S02 Rev 1 - Permit full roadway closure of 40<sup>th</sup> Avenue over Market Lead
2. ATC S03 - Utilize existing York Street detached sidewalk between 40<sup>th</sup> Street and the Greenway in place of constructing the Josephine Pedestrian Connection.
3. ATC S07 – Permit concrete "Type I" Low Flow Crossings.

Exhibit B - Lump Sum Price Proposal

**EXHIBIT 1  
PROPOSAL FORM**

**PROPOSAL TO:** CITY AND COUNTY OF DENVER

**PROPOSAL FOR:** Platte to Park Hill: 39<sup>th</sup> Avenue Greenway/Park Hill Detention Design-Build Project

**BASE PROJECT PRICE**

The undersigned, having fully examined the RFP issued April 12, 2017, any and all attachments and addenda thereto, and the property to be developed, proposes to furnish all design and construction labor, materials, furnishings, equipment, and Textura® fees, and do all Work, as required to complete the Base Project, in compliance with the terms and conditions of the RFP, without exception, and the herein Proposal, for a Base Project Price contract amount of

Sixty Eight Million Three Thousand Five Hundred Eighty Three DOLLARS (\$68,003,583.71).  
and Seventy One Cents

(IN WORDS)

This Base Project Price specifically excludes any allowances or force account items listed on Exhibit 2, Schedule of Values.

**AMENITIES PRICE**

The undersigned, having fully examined the RFP issued April 12, 2017, any and all attachments and addenda thereto, and the property to be developed, proposes to furnish all design and construction labor, materials, furnishings, equipment, and Textura® fees, and do all Work, as required to complete the Amenities, in compliance with the terms and conditions of the RFP, without exception, and the herein Proposal, for a Amenities Price contract amount of

Ten Million Two Hundred Ten Thousand Eight Hundred Seventy DOLLARS (\$10,210,870.29).  
and Twenty Nine Cents

(IN WORDS)

This Amenities Price specifically excludes any allowances or force account items listed on Exhibit 2, Schedule of Values.

**FIXED CONTRACT PRICE**

The undersigned, having fully examined the RFP issued April 12, 2017, any and all attachments and addenda thereto, and the property to be developed, proposes to furnish all design and construction labor, materials, furnishings, equipment, and Textura® fees, and do all Work, as required to complete the Base Project and Amenities, in compliance with the terms and conditions of the RFP, without exception, and the herein Proposal, for a Fixed Contract Price contract amount of

Seventy Eight Million Two Hundred Fourteen Thousand Four Hundred Fifty Four DOLLARS (\$78,214,454.00).  
and Zero Cents

(IN WORDS)

This Fixed Contract Price specifically excludes any allowances or force account items listed on Exhibit 2, Schedule of Values.

Exhibit C – Schedule of Values

WBS Description	Unit	Quantity	Unit Price	39th Avenue Greenway Base Project Dollar Value	Amenity Dollar Value	Scope Description	M/WBE Goal
<b>Section 2 – Project Management</b>							
Mobilization	LS	1	\$4,976,300.00	\$4,976,300.00			Construction
Project Management Plan	LS	1	\$2,284,700.00	\$2,284,700.00			Construction
Construction Maintenance	LS	1	\$470,400.00	\$470,400.00			Construction
Textura Construction Payment Management System Fee	LS	1	\$42,700.00	\$42,700.00			Construction
Bonds and Insurance	LS	1	\$778,300.00	\$778,300.00			Construction
<b>Section 3 – Quality Management</b>							
Drainage Design	LS	1	\$1,282,600.00	\$1,282,600.00			Design
Utility Design	LS	1	\$437,800.00	\$437,800.00			Design
Roadway Design	LS	1	\$1,182,400.00	\$1,182,400.00			Design
Structure Design	LS	1	\$774,100.00	\$774,100.00			Design
Landscape Site Design	LS	1	\$197,600.00	\$197,600.00			Design
Amenity Design (Amenity)	LS	1	\$855,500.00		\$855,500.00		Design
Design QA/QC	LS	1	\$250,600.00	\$250,600.00			Design
Construction QA/QC	LS	1	\$909,500.00	\$909,500.00			Construction
<b>Section 4 – Public Information</b>							
Public Information Plan	LS	1	\$258,200.00	\$258,200.00			Construction
<b>Section 5 – Environmental Requirements</b>							
Environmental Compliance	LS	1	\$75,300.00	\$75,300.00			Construction
Permits	LS	1	\$50,500.00	\$50,500.00			Construction
<b>Section 6 – Third Party Agreements</b>							
Third Party Coordination	LS	1	\$0.00	\$0.00			Construction
UPRR Flagging	LS	1	\$0.00	\$0.00			Construction
RTD Flagging	LS	1	\$0.00	\$0.00			Construction
<b>Section 7 – Utility Relocations</b>							
Utility Coordination	LS	1	\$693,600.00	\$693,600.00			Construction
Sanitary Sewer Line Relocation	LF	3,137	\$200.00	\$627,400.00			Construction
Sanitary Sewer Service Replacement	EA	30	\$3,800.00	\$114,000.00			Construction
Sanitary Sewer Manhole	EA	22	\$5,400.00	\$118,800.00			Construction
Water Line Relocation	LF	3,750	\$230.00	\$862,500.00			Construction
Water Service Replacement	EA	30	\$3,700.00	\$111,000.00			Construction
Miscellaneous Utility Relocations	LS	1	\$316,400.00	\$316,400.00			Construction
<b>Section 8 – Right-of-Way</b>							
Right-of-Way Plans	LS	1	\$0.00	\$0.00			Design
Property Management	LS	1	\$0.00	\$0.00			Design
<b>Section 9 – Survey</b>							
Design Surveying	LS	1	\$29,389.64	\$29,389.64			Design
Construction Surveying	LS	1	\$495,900.00	\$495,900.00			Construction

WBS Description	Unit	Quantity	Unit Price	39th Avenue Greenway Base Project Dollar Value	Amenity Dollar Value	Scope Description	M/WBE Goal
<b>Section 10 – Geotechnical, Roadway Pavements, and Structure Foundations</b>							
Geotechnical Investigation	LS	1	\$85,000.00	\$85,000.00			Design
<b>Section 11 – Earthwork</b>							
Clearing and Grubbing	AC	37	\$5,200.00	\$192,400.00			Construction
Removal of Existing Utilities	LS	1	\$49,000.00	\$49,000.00			Construction
Removal of Existing Storm Structure	EA	66	\$2,300.00	\$151,800.00			Construction
Removal of Existing Bridge Structure	LS	1	\$47,000.00	\$47,000.00			Construction
Removal of Miscellaneous Structures	LS	1	\$108,000.00	\$108,000.00			Construction
Removal of Existing Pavement	SF	472,887	\$0.61	\$288,461.07			Construction
Sheet Piling/Shoring	SF	58,300	\$29.12	\$1,697,696.00			Construction
Unclassified Excavation (Cut to Fill)	CY	97,946	\$7.00	\$685,622.00			Construction
Muck Excavation	CY	0	\$0.00	\$0.00			Construction
Unclassified Embankment	CY	0	\$0.00	\$0.00			Construction
Embankment	CY	0	\$0.00	\$0.00			Construction
Top Soil	CY	13,600	\$6.50	\$88,400.00			Construction
Aggregate Base Course	CY	5,510	\$39.00	\$214,890.00			Construction
Structure Excavation	CY	16,700	\$11.00	\$183,700.00			Construction
Structure Backfill	CY	12,500	\$33.00	\$412,500.00			Construction
<b>Section 12 – Drainage and Water Quality</b>							
Erosion Control	LS	1	\$410,200.00	\$410,200.00			Construction
12" RCP	LF	98	\$93.00	\$9,114.00			Construction
18" RCP	LF	56	\$120.00	\$6,720.00			Construction
24" RCP	LF	2,166	\$120.00	\$259,920.00			Construction
30" RCP	LF	714	\$130.00	\$92,820.00			Construction
36" RCP	LF	741	\$160.00	\$118,560.00			Construction
42" RCP	LF	36	\$230.00	\$8,280.00			Construction
48" RCP	LF	2,146	\$220.00	\$472,120.00			Construction
60" RCP	LF	339	\$310.00	\$105,090.00			Construction
66" RCP	LF	291	\$350.00	\$101,850.00			Construction
72" RCP	LF	142	\$420.00	\$59,640.00			Construction
84" RCP	LF	1,317	\$1,100.00	\$1,448,700.00			Construction
96" RCP	LF	1,842	\$1,300.00	\$2,394,600.00			Construction
8'x3' RCBC	LF	335	\$1,100.00	\$368,500.00			Construction
8'x5' RCBC	LF	824	\$1,300.00	\$1,071,200.00			Construction
9'x4' RCBC	LF	714	\$1,100.00	\$785,400.00			Construction
10'x8' RCBC	LF	1,219	\$1,854.00	\$2,260,026.00			Construction
12'x3' RCBC	LF	399	\$1,733.00	\$691,467.00			Construction
12'x12' RCBC	LF	291	\$2,331.00	\$678,321.00			Construction
15'x12' RCBC	LF	45	\$3,186.00	\$143,370.00			Construction
Precast Manhole	EA	11	\$5,500.00	\$60,500.00			Construction
Cast-in-place Manhole	EA	21	\$10,200.00	\$214,200.00			Construction
Junction Structure	EA	5	\$104,900.00	\$524,500.00			Construction
Cast-in-place Transition Structure	EA	1	\$303,700.00	\$303,700.00			Construction

WBS Description	Unit	Quantity	Unit Price	39th Avenue Greenway Base Project Dollar Value	Amenity Dollar Value	Scope Description	M/WBE Goal
Precast Transition Structure	EA	0	\$0.00	\$0.00			Construction
Channel Outlet Structure (Franklin)	EA	1	\$118,500.00	\$118,500.00			Construction
Culvert Headwall/Wingwall	EA	1	\$58,500.00	\$58,500.00			Construction
Drop Structure	EA	6	\$81,000.00	\$486,000.00			Construction
Check Structure	EA	50	\$890.00	\$44,500.00			Construction
Safety Rack Outlet Structure	EA	2	\$31,300.00	\$62,600.00			Construction
Inlets	EA	70	\$12,100.00	\$847,000.00			Construction
Armouring	CY	2,583	\$61.00	\$157,563.00			Construction
Outlet Protection	CY	0	\$0.00	\$0.00			Construction
Water Quality Landscape Features (Amenity)	LS	1	\$414,900.00		\$414,900.00		Construction
Trash Collection Vault	EA	2	\$118,100.00	\$236,200.00			Construction
Forebay	SF	9,000	\$11.00	\$99,000.00			Construction
Overflow Outlet Structure	EA	1	\$69,400.00	\$69,400.00		SEMA Added Line Item	Construction
<b>Section 13 – Roadway</b>							
Asphalt Surface Course	SY-IN	23,421	\$5.00	\$117,105.00			Construction
Asphalt Base Course	SY-IN	67,032	\$4.30	\$288,237.60			Construction
Asphalt Rotomilling & Overlay	SY-IN	35,757	\$6.00	\$214,540.00		SEMA Added Line Item	Construction
Asphalt Trench Repair (Drainage & Utilities)	SY	6,170	\$81.00	\$499,770.00		SEMA Added Line Item	Construction
Concrete Alley	SY	3,729	\$55.00	\$205,095.00			Construction
Concrete Street	SY	3,712	\$120.00	\$445,440.00			Construction
Curb and Gutter	LF	8,229	\$19.00	\$156,351.00			Construction
Curb Ramps	EA	35	\$2,700.00	\$94,500.00			Construction
Concrete Sidewalk	SY	13,709	\$44.00	\$603,196.00			Construction
Driveway Apron	SF	3,411	\$13.00	\$44,343.00			Construction
39th Avenue Roadway Connections (York to Steele) (Amenity)	LS	1	\$485,000.00		\$485,000.00		Construction
39th Avenue Roadway Sidewalk on south side (Cook to Jackson) (Amenity)	LS	1	\$42,000.00		\$42,000.00		Construction
42nd Avenue Roadway Connection (over Market Lead) (Amenity)	LS	1	\$59,830.00		\$59,830.00		Construction
Monroe Street Roadway Connection (40th to 42nd) (Amenity)	LS	1	\$429,200.00		\$429,200.00		Construction
Clayton Street Pedestrian Connection with Multi-Use Trail (Amenity)	LS	1	\$39,200.00		\$39,200.00		Construction
Josephine Street Pedestrian Connection with Multi-Use Trail (Amenity)	LS	1	\$39,200.00		\$39,200.00		Construction
41st Avenue Pedestrian Connection (over Market Lead) (Amenity)	LS	1	\$3,500.00		\$3,500.00		Construction
Temporary Fencing	LF	10,400	\$8.50		\$88,400.00		Construction
<b>Section 14 – Permanent Signing, Pavement Marking, and Lighting</b>							
Roadway Signs	EA	240	\$850.00	\$204,000.00			Construction
Pavement Markings	GAL	50	\$3,200.00	\$160,000.00			Construction
Roadway Lighting	EA	67	\$13,200.00	\$884,400.00			Construction
Greenway Lighting (Amenity)	EA	86	\$7,900.00		\$679,400.00		Construction
Specialty Lighting (Amenity)	EA	371	\$740.00		\$274,540.00		Construction
Bridge Lighting (Amenity)	EA	56	\$6,500.00		\$364,000.00		Construction



WBS Description	Unit	Quantity	Unit Price	39th Avenue Greenway Base Project Dollar Value	Amenity Dollar Value	Scope Description	M/WBE Goal
<b>Section 15 – Structures</b>							
Retaining Wall Type, CIP	SF	15,388	\$55.00	\$846,340.00			Construction
39th Avenue Roadway Retaining Wall on south side (Cook to Jackson) (Amenity)	LS	1	\$98,200.00		\$98,200.00		Construction
William Street Bridge	EA	1	\$414,400.00	\$414,400.00			Construction
Coca-Cola Bridge	EA	1	\$673,900.00	\$673,900.00			Construction
York Street Bridge	EA	1	\$691,500.00	\$691,500.00			Construction
Pedestrian Bridge at High Street (Amenity)	EA	1	\$413,700.00		\$413,700.00		Construction
Pedestrian Bridge at Gilpin Street (Amenity)	EA	1	\$306,200.00		\$306,200.00		Construction
<b>Section 16 – Maintenance of Traffic</b>							
Traffic Management Plan	LS	1	\$248,300.00	\$248,300.00			Construction
Construction Traffic Control	LS	1	\$1,019,200.00	\$1,019,200.00			Construction
<b>Section 17 – Landscaping, Amenities, and Aesthetics</b>							
Landscaping	SY	71,000	\$8.00	\$568,000.00			Construction
Landscaping (Amenity)	SY	5,700	\$140.00		\$798,000.00		Construction
Irrigation	LS	1	\$1,108,700.00	\$1,108,700.00			Construction
Irrigation (Amenity)	LS	1	\$227,000.00		\$227,000.00		Construction
Plazas (Amenity)	LS	1	\$637,800.00		\$637,800.00		Construction
Amphitheater/Outdoor Classroom (Amenity)	LS	1	\$68,300.00		\$68,300.00		Construction
Community Gardens (Amenity)	LS	1	\$150,600.00		\$150,600.00		Construction
Flexible Open Lawn Area (Amenity)	LS	1	\$19,500.00		\$19,500.00		Construction
Nature Play Areas (Amenity)	LS	1	\$909,700.00		\$909,700.00		Construction
Natural Features (Amenity)	LS	1	\$78,200.00		\$78,200.00		Construction
Shade Structures (Amenity)	LS	1	\$1,553,400.00		\$1,553,400.00		Construction
Historical Signage	EA	12	\$6,700.00	\$80,400.00			Construction
Educational Signage	EA	5	\$4,900.00	\$24,500.00			Construction
Identity Signage	EA	2	\$9,800.00	\$19,600.00			Construction
Wayfinding Signage (Amenity)	EA	12	\$7,400.00		\$88,800.00		Construction
Rules and Regulatory Signage	EA	4	\$1,900.00	\$7,600.00			Construction
Fitness Equipment (Amenity)	LS	1	\$53,900.00		\$53,900.00		Construction
Bouldering Elements (Amenity)	LS	1	\$49,300.00		\$49,300.00		Construction
Benches (Amenity)	LS	1	\$28,600.00		\$28,600.00		Construction
Specialty Seating (Amenity)	LS	1	\$124,900.00		\$124,900.00		Construction
Rock Outcroppings (Amenity)	LS	1	\$53,200.00		\$53,200.00		Construction
Picnic Tables (Amenity)	LS	1	\$38,400.00		\$38,400.00		Construction
Trash Receptacles (Amenity)	LS	1	\$12,400.00		\$12,400.00		Construction
Dog Waste Stations (Amenity)	LS	1	\$4,900.00		\$4,900.00		Construction
Bicycle Racks (Amenity)	LS	1	\$11,800.00		\$11,800.00		Construction
Bicycle Repair Stations (Amenity)	LS	1	\$2,300.29		\$2,300.29		Construction
Low Flow Crossings (Amenity)	LS	1	\$169,000.00		\$169,000.00		Construction
Decorative Crosswalks (Amenity)	LS	1	\$61,400.00		\$61,400.00		Construction
Bollards	EA	77	\$1,700.00	\$130,900.00			Construction
Safety Call Boxes (Amenity)	LS	1	\$25,900.00		\$25,900.00		Construction

WBS Description	Unit	Quantity	Unit Price	39th Avenue Greenway Base Project Dollar Value	Amenity Dollar Value	Scope Description	M/WBE Goal
Residential Fencing (Amenity)	LS	1	\$450,800.00		\$450,800.00		Construction
Industrial Fencing	LS	1	\$296,900.00	\$296,900.00			Construction

**Notes:**

1. All Base Project costs to be totaled in the 39th Avenue Greenway Base Project column.
2. Amenity costs to be totaled in the Amenity column.
3. Add blank (\_\_\_\_\_) WBS Descriptions, which shall not count against the 10 permitted new items.

\$46,359,737.31	39th Ave Base Project Total
<u>\$21,643,846.40</u>	Park Hill Detention Base Project Total
\$68,003,583.71	Subtotal - Base Project
<u>\$10,210,870.29</u>	Amenities
\$78,214,454.00	Total Lump Sum Price

**Final Contract Negotiations**

	Unit	Quan	Rev		SOV Adjustment - 39th Ave Greenway
SEMA Original Proposal				<b>76,720,154.00</b>	
ATC - Clayton Storm Drainage 42nd Ave to 41st Ave					
24" Reinforced Concrete Pipe (CIP)	LF		(459)	(55,080.00)	Section 12 - 24" Reinf Concrete Pipe (CIP)
Precast Manhole	EA		(1)	(5,500.00)	Section 12 - Precast Manhole
Asphalt Rotomilling & Overlay	SY-IN		(2,149.33)	(12,896.00)	Section 13 - Asphalt Rotomilling & Overlay
Asphalt Trench Repair (Drainage & Utility)	SY		(204)	(16,524.00)	Section 13 - Asphalt Trench Repair (Drainage & Utility)
ATC - Sanitary Sewer under 39th Ave Channel					
Sanitary Sewer Line Relocation	LF		(1,646)	(329,200.00)	Section 7 - Sanitary Sewer Line Relocation
Sanitary Sewer Manhole	EA		(2)	(10,800.00)	Section 7 - Sanitary Sewer Manhole
ATC - York Street Shoofly Detour	LS		1	(13,000.00)	Section 15 - York Street Bridge
Delay in NTP - Jan 23, 2018	LS		1	1,787,300.00	Section 2 - Project Management
Coke Bridge - 30 Degree Skew & 6 ft Additional Width	LS		1	<u>150,000.00</u>	Section 15 - Coca-Cola Bridge
<b>Final Contract Price</b>				<b>\$78,214,454.00</b>	

Exhibit D – Payment and Performance Bond Form

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

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **SEMA CONSTRUCTION, INC.**, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and **Fidelity and Deposit Company of Maryland, 1400 American Ln., Tower I, 18<sup>th</sup> Fl., Schaumburg, IL 60196**, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, 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 **SEVENTY EIGHT MILLION TWO HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FIFTY FOUR DOLLARS AND NO CENTS (\$78,214,454.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **CONTRACT NO. 201738462 39<sup>TH</sup> AVENUE GREENWAY/ PARK HILL DETENTION DESIGN/BUILD PROJECT**, 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 5th day of December, 2017.

Attest:

Secretary

SEMA-CONSTRUCTION, INC.

By:

President

Fidelity and Deposit Company of Maryland and  
Zurich American Insurance Company

Surety

By:

Attorney-In-Fact Angela M. Tindol

(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:

Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF  
DENVER

By:

Mayor

By:

Executive Director of Public Works

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mona D. WEAVER, Anuj JAIN, Sheila J. MONTOYA, Charles M. MCDANIEL, Gayle KUNKEL, Angela M. TINDOL, Janet M. ELWELL, Justin TOMLIN and John BROWNING, all of Denver, Colorado, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

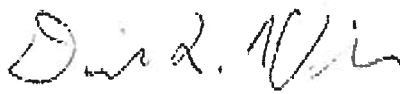
IN WITNESS WHEREOF, the said Vice-President has hereto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 9th day of June, A.D. 2017.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:   
\_\_\_\_\_  
*Assistant Secretary  
Joshua Lecker*

  
\_\_\_\_\_  
*Vice President  
David McVicker*

State of Maryland  
County of Baltimore

On this 9th day of June, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and JOSHUA LECKER, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





\_\_\_\_\_  
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5<sup>th</sup> day of December, 2017.



Michael Bond, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056



**PERFORMANCE & PAYMENT BOND  
SURETY AUTHORIZATION**

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

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

RE: SEMA Construction, Inc.  
Contract No: 201738462  
Project Name: 39<sup>th</sup> Avenue Greenway / Park Hill Detention Design-Build Project  
Contract Amount: \$78,214,454  
Performance & Payment Bond No: 92706614

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Fidelity and Deposit Company of Maryland and Zurich American Insurance Company, on December 4, 2017.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at 303-414-6427.

Sincerely,

Lockton Companies, LLC

  
Angela M. Tindol,  
Surety Account Manager

/at



Exhibit E - Insurance Certificates



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2018

DATE (MM/DD/YYYY)

12/11/2017

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 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Arch Insurance Company		11150
<b>INSURER B:</b> National Fire and Marine Insurance Co		20079
<b>INSURER C:</b> Illinois Union Insurance Company		27960
<b>INSURER D:</b> AGCS Marine Insurance Company		22837
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 15098513      **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 <input type="checkbox"/> OTHER	Y	Y	71PKG88974	4/1/2017	4/1/2018	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COM/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	71PKG88974	4/1/2017	4/1/2018	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 \$	Y	Y	42XSF302394	4/1/2017	4/1/2018	EACH OCCURRENCE	\$ 25,000,000
							AGGREGATE	\$ 25,000,000
								\$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71WC188973 - AOS 74WC189362 - CA, TX	4/1/2017 4/1/2017	4/1/2018 4/1/2018	<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
C	Prof/Poll Liab	N	N	G2726778600	4/1/2017	4/1/2018	\$5M occur/\$10M agg Prof	
D	Bldrs Risk			TBD	1/23/2018	6/30/2020	\$5,000,000 Pollution \$78,214,454 Limit/Ded:\$10K	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: SEMA Job #101728 - 39th Ave Greenway and Drainage and Park Hill Detention. The City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured as respects General, Auto, and Umbrella Liability as required by written contract. Coverage is primary and non-contributory. Waiver of Subrogation applies in favor of Additional Insured as required by written contract.

<b>CERTIFICATE HOLDER</b> 15098513 City and County of Denver Manager of Public Works 201 W. Colfax Denver, CO 80202	<b>CANCELLATION</b> See Attachments  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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# CERTIFICATE OF LIABILITY INSURANCE

6/30/2020

DATE (MM/DD/YYYY)

12/11/2017

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 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>INSURED</b> 1439638 Union Pacific Railroad Company 1400 West 52nd Avenue Denver, CO 80221	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> The Travelers Indemnity Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
		<b>NAIC #</b> 25658

**COVERAGES**      **CERTIFICATE NUMBER:** 15098479      **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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMPI/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Railroad Protective Liability	N	N	TBD	1/23/2018	6/30/2020	\$2,000,000 Occurrence \$6,000,000 Aggregate

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

<b>CERTIFICATE HOLDER</b> 15098479 Union Pacific Railroad Company 1400 West 52nd Avenue Denver, CO 80221	<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 
--	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**LIMITED CONTRACTUAL LIABILITY — RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Scheduled Railroad:</b>	RAILROADS WHERE REQUIRED BY WRITTEN CONTRACT
<b>Designated Job Site:</b>	LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the **Definitions** section is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

Exhibit F – M/WBE Commitment Documents and Letters of Intent (Design)  
(Compliance Plan to be completed per 7.6(b))

Attachment 3



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)

### COMMITMENT TO MWBE PARTICIPATION

*The undersigned has satisfied the MWBE participant requirements in the following manner (Please check the appropriate box):*

The Bidder/Proposer is committed to the minimum 23 % MWBE utilization on the project, and will submit Letters of Intent (LOI) for each subcontractor/subconsultant listed in the Bid Forms as follows:  
**Hard Bids:** Three (3) business days after the bid opening.  
**Request for Proposals/Qualifications:** With the proposal when due.  
**Compliance Plans:** With each task/work order

The Bidder/Proposer is unable to meet the project goal of \_\_\_\_\_% MWBE, but is committed to a minimum of \_\_\_\_\_% MWBE utilization on the project. The Bidder/Proposer understands that they must submit a detailed statement of their good faith effort under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or no later than three (3) days after bid opening as a matter of responsibility as in accordance with DRMC Section 28-62 and 28-67 of Ordinance 85 to the Division of Small Business Opportunity.

The Bidder/Proposer is a certified MWBE in good standing with the City and is committed to self-perform a minimum of \_\_\_\_\_% of the work on the contract.

Bidder/Proposer (Name of Firm): SEMA Construction, Inc.

Firm's Representative (Please print): T. Brett Ames

Signature (Firm's Representative):

Title: Vice President

Address: 7353 South Eagle Street

City: Centennial	State: CO	Zip: 80112
Phone: 303.627.2600	Fax: 303.627.2626	Email: <a href="mailto:estimating.co@semaconstruction.com">estimating.co@semaconstruction.com</a>

**A copy of the MWBE Certification letter must be attached to each Letter of Intent (LOI).**

Attachment 3



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)

### COMMITMENT TO MWBE PARTICIPATION

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**Hard Bids:** Three (3) business days after the bid opening.  
**Request for Proposals/Qualifications:** With the proposal when due.  
**Compliance Plans:** With each task/work order

The Bidder/Proposer is unable to meet the project goal of \_\_\_\_\_% MWBE, but is committed to a minimum of \_\_\_\_\_% MWBE utilization on the project. The Bidder/Proposer understands that they must submit a detailed statement of their good faith effort under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or no later than three (3) days after bid opening as a matter of responsibility as in accordance with DRMC Section 28-62 and 28-67 of Ordinance 85 to the Division of Small Business Opportunity.

The Bidder/Proposer is a certified MWBE in good standing with the City and is committed to self-perform a minimum of \_\_\_\_\_% of the work on the contract.

Bidder/Proposer (Name of Firm): Felsburg Holt & Ullevig Inc.

Firm's Representative (Please print): Patrick Stein, PE

Signature (Firm's Representative):


Title: Principal



Address: 6300 S. Syracuse Way, Suite 600

City: Centennial	State: CO	Zip: 80111
Phone: 303.721.1440	Fax: 303.721.0832	Email: Patrick.Stein@fhueng.com

**A copy of the MWBE Certification letter must be attached to each Letter of Intent (LOI).**

**Attachment 4**

 <p><b>DENVER</b> OFFICE OF ECONOMIC DEVELOPMENT</p> <p>Office of Economic Development Division of Small Business Opportunity Compliance Unit 201 West Colfax Ave., Dept. 907 Denver, CO 80202 Phone: 720-913-1999</p>	<p><b>LETTER OF INTENT (LOI)</b> <b>INSTRUCTIONS FOR COMPLETION &amp; SUBMISSION:</b></p> <ul style="list-style-type: none"> <li>• All lines must be completed or marked N/A for Not Applicable</li> <li>• Certification Letter must be submitted with LOI</li> <li>• Submit the attached completed checklist with this letter</li> <li>• Email to <a href="mailto:dsbo@denvergov.org">dsbo@denvergov.org</a> ,</li> <li>• FOR RFPs and RFQs: LOIs should be included with Submittal</li> </ul>
---	---

Contract No.: eBid # 4777019		Project Name: Design-Build Services for 39th Avenue Greenway/ Park Hill Detention Design-Build Project					
<p><b>A. The Following Section Is To Be Completed by the Bidder/Consultant</b> <b>This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE</b></p>							
Name of Bidder/Consultant: Felsburg Holt & Ullevig Inc.				Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Phone: 303.721.1440	
Contact Person: Patrick Stein			Email: Patrick.Stein@fhueng.com			Fax: 303.721.0832	
Address: 6300 S. Syracuse Way, Suite 600			City: Centennial		State: CO	Zip: 80111	
<p><b>B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier</b> <b>This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant</b></p>							
Name of Certified Firm: 105 West, Inc.					Phone: 303.859.4491		
Contact Person: Robert Maestas			Email: rmaestas@105westinc.com			Fax: N/A	
Address: 4201 E Yale Ave, Ste 230			City: Denver		State: CO	Zip: 80222	
Please check the designation which applies to the certified firm.		M/WBE (v)	X	SBE (v)		EBE (v)	X
Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:		N/A					
<p><b>A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached</b></p>							
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u>							
Survey Services							
X	Subcontractor/Subconsultant (v)			Supplier (v)			Broker (v)
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$ N/A				N/A %			
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:						3.0 %	
If the fee amount of the work to be performed is requested, the fee amount, is:						\$ N/A - No fee requested	
Bidder/Consultant's Signature: 					Date: March 17, 2017		
Title: Principal							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: 					Date: March 1, 2017		
Title: President							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							



**Attachment 4**

**Letter of Intent (LOI) Checklist**

*All lines must be completed or marked N/A for Not Applicable  
Submit the attached completed checklist with this letter.*

<b>Completed ✓</b>	
<input checked="" type="checkbox"/>	Project Number & Project Name
<input checked="" type="checkbox"/>	<b>Section A:</b> Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	<b>Section B:</b> Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Designation checked for MBE/WBE, SBE, EBE or DBE
<input checked="" type="checkbox"/>	<b>Indirect Utilization:</b> Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 <sup>nd</sup> tier subcontractor/subconsultant, supplier or broker.
<input checked="" type="checkbox"/>	Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE
<input type="checkbox"/> N/A	Line items performed, if line-item bid.
<input checked="" type="checkbox"/>	Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached
<input checked="" type="checkbox"/>	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
	<b>If project is a hard bid...</b>
<input type="checkbox"/> N/A	Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
<input type="checkbox"/> N/A	Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
	<b>If project is an RFP/RFQ...</b>
<input checked="" type="checkbox"/>	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.
<input type="checkbox"/> N/A	Fee amount if fee amount of work to be performed is requested.
<input checked="" type="checkbox"/>	Bidder/Consultant's Signature, Title & Date
<input checked="" type="checkbox"/>	MWBE, SBE, EBE or DBE Firm's Signature, Title and Date

<b>Select One ✓</b>	<b>SUBMITTED VIA...</b> For Construction Hard Bids ONLY, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/> N/A	Email to DSBO@denvergov.org

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance 85: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.



201 W. Colfax Avenue, #907  
Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
www.denvergov.org/dsbo

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
www.Dydenver.com

November 7, 2016

Robert Maestas  
105 West, Inc.  
4201 E. Yale Avenue  
Suite 230  
Denver, CO 80222

Dear Robert Maestas:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved 105 West, Inc. for certification as a **Minority/Women Business Enterprise (M/WBE)**. 105 West, Inc. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**October 27, 2016 to October 26, 2017**

Listed below is each NAICS code for which 105 West, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 541370: LAND SURVEYING SERVICES  
DENVER 541370: SURVEYING AND MAPPING SERVICES (EXCEPT GEOPHYSICAL)

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.


You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.



Sincerely,

A handwritten signature in black ink, appearing to read "Cheryl De...", is written over a horizontal line.

Director

**Attachment 4**

 <b>DENVER</b> OFFICE OF ECONOMIC DEVELOPMENT  Office of Economic Development Division of Small Business Opportunity Compliance Unit 201 West Colfax Ave., Dept. 907 Denver, CO 80202 Phone: 720-913-1999	<b>LETTER OF INTENT (LOI)</b> <b>INSTRUCTIONS FOR COMPLETION &amp; SUBMISSION:</b>
	<ul style="list-style-type: none"> <li>• All lines must be completed or marked N/A for Not Applicable</li> <li>• Certification Letter must be submitted with LOI</li> <li>• Submit the attached completed checklist with this letter</li> <li>• Email to <a href="mailto:dsbo@denvergov.org">dsbo@denvergov.org</a></li> <li>• FOR RFPs and RFQs: LOIs should be included with Submittal</li> </ul>

Contract No.: eBid # 4777019		Project Name: Design-Build Services for 39th Avenue Greenway/ Park Hill Detention Design-Build Project					
<b>A. The Following Section is To Be Completed by the Bidder/Consultant</b> <b>This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE</b>							
Name of Bidder/Consultant: Felsburg Holt & Ullevig Inc.				Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Phone: 303.721.1440	
Contact Person: Patrick Stein			Email: Patrick.Stein@fhueng.com			Fax: 303.721.0832	
Address: 6300 S. Syracuse Way, Suite 600			City: Centennial		State: CO	Zip: 80111	
<b>B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier</b> <b>This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant</b>							
Name of Certified Firm: BAI Engineers, LLC				Phone: 720.474.0941			
Contact Person: Xuehua Bai			Email: xbai@bai-eng.com			Fax: N/A	
Address: 6505 S. Abilent Street			City: Centennial		State: CO	Zip: 80111	
Please check the designation which applies to the certified firm.		M/WBE (v)	<input checked="" type="checkbox"/>	SBE (v)	<input checked="" type="checkbox"/>	EBE (v)	<input checked="" type="checkbox"/>
						DBE (v)	<input checked="" type="checkbox"/>
Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm: N/A							
<b>A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached</b>							
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u>							
Wet Utility Lead							
<input checked="" type="checkbox"/>	Subcontractor/Subconsultant (v)		Supplier (v)			Broker (v)	
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$ N/A						N/A %	
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:						1.0 %	
If the fee amount of the work to be performed is requested, the fee amount, is:						\$	
Bidder/Consultant's Signature: 					Date: March 17, 2017		
Title: Principal							
M/WBE, SBE, EBE or Self-Performing Firm's Signature: XUEHUA BAI 					Date: 03/01/2017		
Title: Principal							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							

**Attachment 4**

**Letter of Intent (LOI) Checklist**

*All lines must be completed or marked N/A for Not Applicable  
Submit the attached completed checklist with this letter.*

<b>Completed ✓</b>	
<input checked="" type="checkbox"/>	Project Number & Project Name
<input checked="" type="checkbox"/>	Section A: Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Section B: Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Designation checked for MBE/WBE, SBE, EBE or DBE
<input checked="" type="checkbox"/>	Indirect Utilization: Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 <sup>nd</sup> tier subcontractor/subconsultant, supplier or broker.
<input checked="" type="checkbox"/>	Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE
<input type="checkbox"/> N/A	Line items performed, if line-item bid.
<input checked="" type="checkbox"/>	Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached
<input checked="" type="checkbox"/>	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
<b>If project is a hard bid...</b>	
<input type="checkbox"/> N/A	Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
<input type="checkbox"/> N/A	Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
<b>If project is an RFP/RFQ...</b>	
<input checked="" type="checkbox"/>	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.
<input type="checkbox"/> N/A	Fee amount if fee amount of work to be performed is requested.
<input checked="" type="checkbox"/>	Bidder/Consultant's Signature, Title & Date
<input checked="" type="checkbox"/>	M/WBE, SBE, EBE or DBE Firm's Signature, Title and Date

<b>Select One ✓</b>	
<input type="checkbox"/> N/A	SUBMITTED VIA... For Construction Hard Bids ONLY, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/> N/A	Email to DSBO@denvergov.org

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance 85: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.



201 W. Colfax Avenue, #907  
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p: 720.913.1999  
f: 720.913.1809  
www.denvergov.org/dsbo

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
www.Dydenver.com

October 21, 2016

Xuehua Bai  
Bai Engineers, LLC DBA Certificate from City & County of Denver  
P. O. Box 4531  
Englewood, CO 80155

Dear Xuehua Bai:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Bai Engineers, LLC DBA Certificate from City & County of Denver for certification as a **Minority/Women Business Enterprise (M/WBE)**. Bai Engineers, LLC DBA Certificate from City & County of Denver will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**October 20, 2016 to October 19, 2017**

Listed below is each NAICS code for which Bai Engineers, LLC DBA Certificate from City & County of Denver is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 236220: PROJECT MANAGEMENT  
DENVER 541330: CIVIL ENGINEERING SERVICES  
DENVER 541370: GEOGRAPHIC INFORMATION SYSTEM (GIS) BASE MAPPING SERVICES  
DENVER 541380: LABORATORY TESTING (EXCEPT MEDICAL, VETERINARY) SERVICES  
DENVER 541690: OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.


You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.


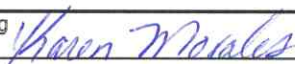
Sincerely,

*Clayton De...*

Director

**Attachment 4**

 <p><b>DENVER</b> OFFICE OF ECONOMIC DEVELOPMENT</p> <p>Office of Economic Development Division of Small Business Opportunity Compliance Unit 201 West Colfax Ave., Dept. 907 Denver, CO 80202 Phone: 720-913-1999</p>	<p><b>LETTER OF INTENT (LOI)</b> INSTRUCTIONS FOR COMPLETION &amp; SUBMISSION:</p> <ul style="list-style-type: none"> <li>• All lines must be completed or marked N/A for Not Applicable</li> <li>• Certification Letter must be submitted with LOI</li> <li>• Submit the attached completed checklist with this letter</li> <li>• Email to <a href="mailto:dsbo@denvergov.org">dsbo@denvergov.org</a></li> <li>• FOR RFPs and RFQs: LOIs should be included with Submittal</li> </ul>
---	--

Contract No.: eBid # 4777019		Project Name: Design-Build Services for 39th Avenue Greenway/ Park Hill Detention Design-Build Project							
<p><b>A. The Following Section is To Be Completed by the Bidder/Consultant</b> <b>This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE</b></p>									
Name of Bidder/Consultant: Felsburg Holt & Ullevig Inc.		Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Phone: 303.721.1440					
Contact Person: Patrick Stein		Email: Patrick.Stein@fhueng.com		Fax: 303.721.0832					
Address: 6300 S. Syracuse Way, Suite 600		City: Centennial		State: CO		Zip: 80111			
<p><b>B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier</b> <b>This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant</b></p>									
Name of Certified Firm: Communications Infrastructure Group				Phone: 303.670.2537					
Contact Person: Karen Morales		Email: karen@cig-pr.com		Fax: 303.592.5460					
Address: PO Box 398		City: Evergreen		State: CO		Zip: 80437			
Please check the designation which applies to the certified firm.		M/WBE (v)	<input checked="" type="checkbox"/>	SBE (v)	<input checked="" type="checkbox"/>	EBE (v)	<input type="checkbox"/>	DBE (v)	<input checked="" type="checkbox"/>
Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm: N/A									
<b>A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached</b>									
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only</u> , identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.									
Public Information Officer/Services									
<input checked="" type="checkbox"/>	Subcontractor/Subconsultant (v)		<input type="checkbox"/>	Supplier (v)		<input type="checkbox"/>	Broker (v)		
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:									
\$ N/A				N/A %					
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:									
				3.0 %					
If the fee amount of the work to be performed is requested, the fee amount, is:									
				\$ N/A - No fee requested					
Bidder/Consultant's Signature: 						Date: March 17, 2017			
Title: Principal									
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: 						Date: 3/3/17			
Title: Owner / CEO									
If the above named Bidder/Consultant is/ not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.									

**Attachment 4**

**Letter of Intent (LOI) Checklist**

*All lines must be completed or marked N/A for Not Applicable  
Submit the attached completed checklist with this letter.*

<b>Completed</b> ✓	
<input checked="" type="checkbox"/>	Project Number & Project Name
<input checked="" type="checkbox"/>	Section A: Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Section B: Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Designation checked for MBE/WBE, SBE, EBE or DBE
<input checked="" type="checkbox"/>	Indirect Utilization: Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 <sup>nd</sup> tier subcontractor/subconsultant, supplier or broker.
<input checked="" type="checkbox"/>	Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE
<input type="checkbox"/> N/A	Line items performed, if line-item bid.
<input checked="" type="checkbox"/>	Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached
<input checked="" type="checkbox"/>	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
	<b>If project is a hard bid...</b>
<input type="checkbox"/> N/A	Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
<input type="checkbox"/> N/A	Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
	<b>If project is an RFP/RFQ...</b>
<input checked="" type="checkbox"/>	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.
<input type="checkbox"/> N/A	Fee amount if fee amount of work to be performed is requested.
<input checked="" type="checkbox"/>	Bidder/Consultant's Signature, Title & Date
<input checked="" type="checkbox"/>	M/WBE, SBE, EBE or DBE Firm's Signature, Title and Date

<b>Select One</b> ✓	<b>SUBMITTED VIA...</b> For Construction Hard Bids ONLY, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/> N/A	Email to DSBO@denvergov.org

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance 85: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.





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f: 720.913.1809  
www.denvergov.org/dsbo

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
www.Dydenver.com

June 30, 2016

Karen Morales  
Communication Infrastructure Group  
PO Box 398  
Evergreen, CO 80437

Dear Karen Morales:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Communication Infrastructure Group for certification as a **Minority/Women Business Enterprise (M/WBE)**. Communication Infrastructure Group will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**June 30, 2016 to June 29, 2017**

Listed below is each NAICS code and Work Specialty for which Communication Infrastructure Group is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER-541430: GRAPHIC DESIGN SERVICES  
DENVER-541611: GENERAL MANAGEMENT CONSULTING SERVICES  
DENVER-541613: MARKETING CONSULTING SERVICES  
DENVER-541620: ENVIRONMENTAL CONSULTING SERVICES  
DENVER-541810: ADVERTISING AGENCIES  
DENVER-541820: PUBLIC RELATIONS SERVICES  
DENVER-541910: MARKETING RESEARCH AND PUBLIC OPINION POLLING  
DENVER-541922: COMMERCIAL PHOTOGRAPHY SERVICES

**WORK SPECIALTY:**

Advertising/Public Relations/Marketing/Graphics/Website Design/Exhibit Design

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or


[www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.


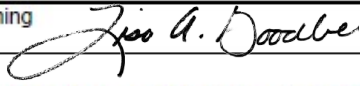
Sincerely,

A handwritten signature in cursive script, appearing to read "Cheryl De...". The signature is written in black ink and is positioned to the left of the typed name "Director".

Director

**Attachment 4**

 <p><b>DENVER</b> OFFICE OF ECONOMIC DEVELOPMENT</p> <p>Office of Economic Development Division of Small Business Opportunity Compliance Unit 201 West Colfax Ave., Dept. 907 Denver, CO 80202 Phone: 720-913-1999</p>	<p><b>LETTER OF INTENT (LOI)</b> INSTRUCTIONS FOR COMPLETION &amp; SUBMISSION:</p> <ul style="list-style-type: none"> <li>• All lines must be completed or marked N/A for Not Applicable</li> <li>• Certification Letter must be submitted with LOI</li> <li>• Submit the attached completed checklist with this letter</li> <li>• Email to <a href="mailto:dsbo@denvergov.org">dsbo@denvergov.org</a> ,</li> <li>• FOR RFPs and RFQs: LOIs should be included with Submittal</li> </ul>
---	--

Contract No.: eBid # 4777019		Project Name: Design-Build Services for 39th Avenue Greenway/ Park Hill Detention Design-Build Project						
<p><b>A. The Following Section Is To Be Completed by the Bidder/Consultant</b> This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE</p>								
Name of Bidder/Consultant: Felsburg Holt & Ullevig Inc.				Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Phone: 303.721.1440		
Contact Person: Patrick Stein			Email: Patrick.Stein@fhueng.com			Fax: 303.721.0832		
Address: 6300 S. Syracuse Way, Suite 600			City: Centennial		State: CO	Zip: 80111		
<p><b>B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier</b> This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant</p>								
Name of Certified Firm: Goodbee & Associates, Inc.					Phone: 303-765-2634			
Contact Person: Lisa Goodbee			Email: lisa@goodbeeassoc.com			Fax: 303-765-2635		
Address: 7600 Landmark Way, 902-2			City: Greenwood Village		State: CO	Zip: 80111		
Please check the designation which applies to the certified firm.		M/WBE (v)	X	SBE (v)	X	EBE (v)	DBE (v)	X
<p>Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm: N/A</p>								
<p><b>A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached</b></p>								
<p>Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u></p>								
Dry Utility Coordination								
<input checked="" type="checkbox"/> Subcontractor/Subconsultant (v)				<input type="checkbox"/> Supplier (v)		<input type="checkbox"/> Broker (v)		
<p><u>Bidder</u> intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:</p>								
\$ N/A				N/A %				
<p><u>Consultant</u> intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:</p>								
				3.0 %				
<p>If the fee amount of the work to be performed is requested, the fee amount, is:</p>								
				\$ N/A - No fee requested				
Bidder/Consultant's Signature: 					Date: March 17, 2017			
Title: Principal								
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: 					Date: March 17, 2017			
Title: Owner								
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.								

**Attachment 4**

**Letter of Intent (LOI) Checklist**

*All lines must be completed or marked N/A for Not Applicable  
Submit the attached completed checklist with this letter.*

<b>Completed ✓</b>	
<input checked="" type="checkbox"/>	Project Number & Project Name
<input checked="" type="checkbox"/>	<b>Section A:</b> Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	<b>Section B:</b> Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Designation checked for MBE/WBE, SBE, EBE or DBE
<input checked="" type="checkbox"/>	<b>Indirect Utilization:</b> Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 <sup>nd</sup> tier subcontractor/subconsultant, supplier or broker.
<input checked="" type="checkbox"/>	Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE
<input type="checkbox"/> N/A	Line items performed, if line-item bid.
<input checked="" type="checkbox"/>	Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached
<input checked="" type="checkbox"/>	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
	<b>If project is a hard bid...</b>
<input type="checkbox"/> N/A	Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
<input type="checkbox"/> N/A	Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
	<b>If project is an RFP/RFQ...</b>
<input checked="" type="checkbox"/>	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.
<input type="checkbox"/> N/A	Fee amount if fee amount of work to be performed is requested.
<input checked="" type="checkbox"/>	Bidder/Consultant's Signature, Title & Date
<input checked="" type="checkbox"/>	M/WBE, SBE, EBE or DBE Firm's Signature, Title and Date

<b>Select One ✓</b>	<b>SUBMITTED VIA...</b> For Construction Hard Bids ONLY, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/> N/A	Email to DSBO@denvergov.org

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance 85: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.



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Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
[www.lydenver.com](http://www.lydenver.com)

November 13, 2015

Lisa Goodbee  
Goodbee & Associates, Inc.  
13909 E. Maplewood Pl  
Centennial, CO 80111

Dear Lisa Goodbee:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Goodbee & Associates, Inc. for certification as a **Minority/Women Business Enterprise (M/WBE)**. Goodbee & Associates, Inc. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**November 12, 2015 to November 11, 2016**

Listed below is each NAICS code and Work Specialty for which Goodbee & Associates, Inc. is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER-236220: PROJECT MANAGEMENT  
DENVER-541320: URBAN PLANNING SERVICES  
DENVER-541330: CIVIL ENGINEERING SERVICES  
DENVER-541330: ENVIRONMENTAL ENGINEERING SERVICES  
DENVER-541340: DRAFTING SERVICES  
DENVER-541620: ENVIRONMENTAL CONSULTING SERVICES

**WORK SPECIALTY:**

Civil Engineering/Environmental Services

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

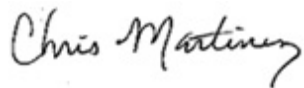
Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually.** It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent

electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink that reads "Chris Martinez". The signature is written in a cursive, slightly slanted style.

Chris Martinez  
Director

201 W Colfax Ave, Dept 907  
Denver, CO 80202  
p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Blvd  
Denver, CO 80249  
p: 303.342-2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)



February 22, 2017

Marny Pavelka  
Goodbee & Associates, Inc.  
7600 Landmark Way, 902-2  
Greenwood Village, CO 80111

Dear Marny Pavelka:

The City and County of Denver, Division of Small Business Opportunity (DSBO) is in receipt of your renewal application for Goodbee & Associates, Inc..

We are extending your certification while your application is in process. Therefore, Goodbee & Associates, Inc. will have the following certification(s) until May 22, 2017.

- Airport Concessionaire Disadvantaged Business Enterprise (ACDBE)
- Disadvantaged Business Enterprise (DBE)
- Emerging Business Enterprise (EBE)
- Minority/Women Business Enterprise (MWBE)
- Small Business Enterprise (SBE)
- Small Business Enterprise-Concessions (SBEC)

Review of your documentation will begin in the near future. Please note that at any time during this review, a Certification Analyst may request additional information to complete the review.

Please notify our office immediately, if there are any changes in legal status, management, control, or ownership of your business, contact information, etc, from that provided on the documentation submitted to our office.


If you have any questions, please contact us at 720.913.1714 or via email at [certificationinfo@denvergov.org](mailto:certificationinfo@denvergov.org). Thank you.

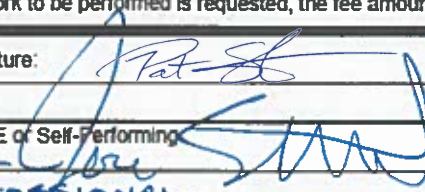

Sincerely,

A handwritten signature in black ink, appearing to read "L. Shaw".

LaQuisha Shaw  
Certification Team  
720.913.1653

**Attachment 4**

 <b>DENVER</b> OFFICE OF ECONOMIC DEVELOPMENT	<b>LETTER OF INTENT (LOI)</b> <b>INSTRUCTIONS FOR COMPLETION &amp; SUBMISSION:</b>
	<ul style="list-style-type: none"> <li>• All lines must be completed or marked N/A for Not Applicable</li> <li>• Certification Letter must be submitted with LOI</li> <li>• Submit the attached completed checklist with this letter</li> <li>• Email to <a href="mailto:dsbo@denvergov.org">dsbo@denvergov.org</a></li> <li>• FOR RFPs and RFQs: LOIs should be included with Submittal</li> </ul>
Office of Economic Development Division of Small Business Opportunity Compliance Unit 201 West Colfax Ave., Dept. 907 Denver, CO 80202 Phone: 720-913-1999	

Contract No.: eBid # 4777019		Project Name: Design-Build Services for 39th Avenue Greenway/ Park Hill Detention Design-Build Project					
<b>A. The Following Section Is To Be Completed by the Bidder/Consultant</b> <b>This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE</b>							
Name of Bidder/Consultant: Felsburg Holt & Ullevig Inc.				Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Phone: 303.721.1440	
Contact Person: Patrick Stein		Email: Patrick.Stein@fhueng.com			Fax: 303.721.0832		
Address: 6300 S. Syracuse Way, Suite 600			City: Centennial		State: CO	Zip: 80111	
<b>B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier</b> <b>This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant</b>							
Name of Certified Firm: Martinez Associates, Inc.					Phone: 303.459.2216		
Contact Person: Jere Strickland			Email: jstrickland@martineztesting.com		Fax: 303.482.2230		
Address: 14828 W. 6th Ave, Unit 9-B			City: Golden		State: CO	Zip: 80401	
Please check the designation which applies to the certified firm.		M/WBE (v)	<input checked="" type="checkbox"/>	SBE (v)	<input checked="" type="checkbox"/>	EBE (v)	<input checked="" type="checkbox"/>
						DBE (v)	<input checked="" type="checkbox"/>
Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm: N/A							
A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached							
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only</u> , identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.							
Project Quality Manager, Construction Quality Control Manager, Geotechnical Borings and Report							
<input checked="" type="checkbox"/>	Subcontractor/Subconsultant (v)		Supplier (v)			Broker (v)	
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:						\$ N/A %	
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total subconsultant M/WBE, SBE, EBE or DBE will perform is:						6.0 %	
If the fee amount of the work to be performed is requested, the fee amount, is:						\$ N/A - No fee requested	
Bidder/Consultant's Signature: 					Date: March 17, 2017		
Title: Principal							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: 					Date: 3/3/17		
Title: SR. PROFESSIONAL							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							



**Attachment 4**

**Letter of Intent (LOI) Checklist**

*All lines must be completed or marked N/A for Not Applicable  
Submit the attached completed checklist with this letter.*

<b>Completed ✓</b>	
<input checked="" type="checkbox"/>	Project Number & Project Name
<input checked="" type="checkbox"/>	<b>Section A:</b> Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	<b>Section B:</b> Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Designation checked for MBE/WBE, SBE, EBE or DBE
<input checked="" type="checkbox"/>	<b>Indirect Utilization:</b> Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 <sup>nd</sup> tier subcontractor/subconsultant, supplier or broker.
<input checked="" type="checkbox"/>	Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE
<input type="checkbox"/> N/A	Line items performed, if line-item bid.
<input checked="" type="checkbox"/>	Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached
<input checked="" type="checkbox"/>	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
	<b>If project is a hard bid...</b>
<input type="checkbox"/> N/A	Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
<input type="checkbox"/> N/A	Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
	<b>If project is an RFP/RFQ...</b>
<input checked="" type="checkbox"/>	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.
<input type="checkbox"/> N/A	Fee amount if fee amount of work to be performed is requested.
<input checked="" type="checkbox"/>	Bidder/Consultant's Signature, Title & Date
<input checked="" type="checkbox"/>	M/WBE, SBE, EBE or DBE Firm's Signature, Title and Date

<b>Select One ✓</b>	<b>SUBMITTED VIA...</b> For Construction Hard Bids ONLY, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/> N/A	Email to DSBO@denvergov.org

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance 85: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.

**From:** City and County of Denver  
**To:** [James Martinez](#)  
**Subject:** City and County of Denver: M/WBE Approval  
**Date:** Thursday, October 20, 2016 4:31:05 PM

---

James Martinez  
Martinez Associates, Inc.  
14828 W. 6th Avenue  
Unit 9-B  
Golden, CO 80401

Dear James Martinez:

**SUBJECT:** Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Martinez Associates, Inc. for certification as a Minority/Women Business Enterprise (M/WBE). Martinez Associates, Inc. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

October 20, 2016 to October 19, 2017

Listed below is each NAICS code for which Martinez Associates, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 541330: CIVIL ENGINEERING SERVICES  
DENVER 541330: GEOLOGICAL ENGINEERING SERVICES  
DENVER 541330: GEOPHYSICAL ENGINEERING SERVICES  
DENVER 541350: BUILDING INSPECTION SERVICES  
DENVER 541380: ENVIRONMENTAL TESTING LABORATORIES OR SERVICES  
DENVER 541380: GEOTECHNICAL TESTING LABORATORIES OR SERVICES  
DENVER 541380: LABORATORY TESTING (EXCEPT MEDICAL, VETERINARY) SERVICES  
DENVER 541380: SOIL TESTING LABORATORIES OR SERVICES

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities,

or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.


Sincerely,



Director

City and County of Denver  
Office of Economic Development  
<http://www.denvergov.org/oed>  
<http://denver.mwdbe.com>

This message was sent to: [jamesm@martineztesting.com](mailto:jamesm@martineztesting.com)  
Sent on: 10/20/2016 5:31:02 PM  
System ReferenceID: 40993063

**Attachment 4**

 <p><b>DENVER</b> OFFICE OF ECONOMIC DEVELOPMENT</p> <p>Office of Economic Development Division of Small Business Opportunity Compliance Unit 201 West Colfax Ave., Dept. 907 Denver, CO 80202 Phone: 720-913-1999</p>	<p><b>LETTER OF INTENT (LOI)</b> <b>INSTRUCTIONS FOR COMPLETION &amp; SUBMISSION:</b></p> <ul style="list-style-type: none"> <li>• All lines must be completed or marked N/A for Not Applicable</li> <li>• Certification Letter must be submitted with LOI</li> <li>• Submit the attached completed checklist with this letter</li> <li>• Email to <a href="mailto:dsbo@denvergov.org">dsbo@denvergov.org</a> ,</li> <li>• FOR RFPs and RFQs: LOIs should be included with Submittal</li> </ul>
---	---

Contract No.: eBid # 4777019		Project Name: Design-Build Services for 39th Avenue Greenway/ Park Hill Detention Design-Build Project					
<p><b>A. The Following Section Is To Be Completed by the Bidder/Consultant</b> <b>This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE</b></p>							
Name of Bidder/Consultant: Felsburg Holt & Ullevig Inc.				Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Phone: 303.721.1440	
Contact Person: Patrick Stein			Email: Patrick.Stein@fhueng.com			Fax: 303.721.0832	
Address: 6300 S. Syracuse Way, Suite 600			City: Centennial		State: CO	Zip: 80111	
<p><b>B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier</b> <b>This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant</b></p>							
Name of Certified Firm: San Engineering, LLC					Phone: 303-953-9014		
Contact Person: Eduardo San			Email: eduardo@sanengineeringllc.com			Fax: 303-953-9016	
Address: 801 W. Mineral Ave., Suite 200			City: Littleton		State: CO	Zip: 80120	
Please check the designation which applies to the certified firm.		M/WBE (v)	X	SBE (v)	X	EBE (v)	DBE (v)
<p>Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm: N/A</p>							
<p><b>A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached</b></p>							
<p>Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u></p>							
Bridge & Drainage Support							
X	Subcontractor/Subconsultant (v)		Supplier (v)		Broker (v)		
<p><u>Bidder</u> intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:</p>							
\$	N/A				N/A		%
<p><u>Consultant</u> intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:</p>							
					3.0		%
<p>If the fee amount of the work to be performed is requested, the fee amount, is:</p>							
					\$ N/A - No fee requested		
Bidder/Consultant's Signature: 					Date: March 17, 2017		
Title: Principal							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: 					Date: March 17, 2017		
Title: Managing Member							
<p>If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this <b>Letter of Intent</b> shall be null and void.</p>							

**Attachment 4**

**Letter of Intent (LOI) Checklist**

*All lines must be completed or marked N/A for Not Applicable  
Submit the attached completed checklist with this letter.*

<b>Completed ✓</b>	
<input checked="" type="checkbox"/>	Project Number & Project Name
<input checked="" type="checkbox"/>	Section A: Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Section B: Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Designation checked for MBE/WBE, SBE, EBE or DBE
<input checked="" type="checkbox"/>	Indirect Utilization: Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 <sup>nd</sup> tier subcontractor/subconsultant, supplier or broker.
<input checked="" type="checkbox"/>	Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE
<input type="checkbox"/> N/A	Line items performed, if line-item bid.
<input checked="" type="checkbox"/>	Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached
<input checked="" type="checkbox"/>	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
	<b>If project is a hard bid...</b>
<input type="checkbox"/> N/A	Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
<input type="checkbox"/> N/A	Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
	<b>If project is an RFP/RFQ...</b>
<input checked="" type="checkbox"/>	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.
<input type="checkbox"/> N/A	Fee amount if fee amount of work to be performed is requested.
<input checked="" type="checkbox"/>	Bidder/Consultant's Signature, Title & Date
<input checked="" type="checkbox"/>	M/WBE, SBE, EBE or DBE Firm's Signature, Title and Date

<b>Select One ✓</b>	<b>SUBMITTED VIA...</b> For Construction Hard Bids ONLY, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/> N/A	Email to DSBO@denvergov.org

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance 85: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.



201 W. Colfax Avenue, #907  
Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
[www.Dydenver.com](http://www.Dydenver.com)

January 5, 2017

Eduardo San  
San Engineering, LLC  
801 W. Mineral Ave., Suite 200  
Littleton, CO 80120

Dear Eduardo San:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved San Engineering, LLC for certification as a **Minority/Women Business Enterprise (M/WBE)**. San Engineering, LLC will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**January 5, 2017 to January 4, 2018**

Listed below is each NAICS code for which San Engineering, LLC is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING  
DENVER 237110: CONSTRUCTION MANAGEMENT, WATER AND SEWER LINE  
DENVER 237310: CONSTRUCTION MANAGEMENT, HIGHWAY, ROAD, STREET AND BRIDGE  
DENVER 237990: CONSTRUCTION MANAGEMENT, TUNNEL  
DENVER 541320: URBAN PLANNING SERVICES  
DENVER 541330: CIVIL ENGINEERING SERVICES  
DENVER 541340: DRAFTING SERVICES  
DENVER 541350: BUILDING INSPECTION SERVICES  
DENVER 541370: LAND SURVEYING SERVICES

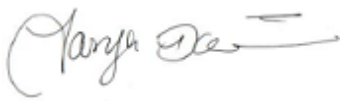
This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Tanya Davis", with a long horizontal flourish extending to the right.

Tanya Davis  
Director

**Attachment 4**



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

**LETTER OF INTENT (LOI)**  
**INSTRUCTIONS FOR COMPLETION & SUBMISSION:**

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to [dsbo@denvergov.org](mailto:dsbo@denvergov.org)
- FOR RFPs and RFQs: LOIs should be included with Submittal

<b>Contract No.:</b> eBid # 4777019		<b>Project Name:</b> Design-Build Services for 39th Avenue Greenway/ Park Hill Detention Design-Build Project					
<b>A. The Following Section Is To Be Completed by the Bidder/Consultant</b> <b>This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE</b>							
<b>Name of Bidder/Consultant:</b> Felsburg Holt & Ullevig Inc.				<b>Self-Performing:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Phone:</b> 303.721.1440	
<b>Contact Person:</b> Patrick Stein			<b>Email:</b> Patrick.Stein@fhueng.com			<b>Fax:</b> 303.721.0832	
<b>Address:</b> 6300 S. Syracuse Way, Suite 600			<b>City:</b> Centennial			<b>State:</b> CO	<b>Zip:</b> 80111
<b>B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier</b> <b>This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant</b>							
<b>Name of Certified Firm:</b> Scanlon Szynskie Group, Inc.						<b>Phone:</b> 303-696-2602	
<b>Contact Person:</b> Sandra Scanlon				<b>Email:</b> sandra@ssgroupinc.com		<b>Fax:</b> 303-696-0812	
<b>Address:</b> 3033 S. Parker Road, Suite #208				<b>City:</b> Aurora		<b>State:</b> CO	<b>Zip:</b> 80014
<b>Please check the designation which applies to the certified firm.</b>		<input checked="" type="checkbox"/> M/WBE (v)	<input checked="" type="checkbox"/> SBE (v)	<input checked="" type="checkbox"/> EBE (v)	<input type="checkbox"/> DBE (v)		
<b>Indirect Utilization:</b> If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm: N/A							
<b>A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached</b>							
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u>							
Lighting Design							
<input checked="" type="checkbox"/>	Subcontractor/Subconsultant (v)		Supplier (v)		Broker (v)		
<b>Bidder</b> intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$ N/A				N/A %			
<b>Consultant</b> intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:							
				2.0 %			
If the fee amount of the work to be performed is requested, the fee amount, is:						\$ N/A - No fee requested	
<b>Bidder/Consultant's Signature:</b>						<b>Date:</b> March 17, 2017	
<b>Title:</b> Principal							
<b>M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:</b>						<b>Date:</b> March 3, 2017	
<b>Title:</b> President & Principal							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this <b>Letter of Intent</b> shall be null and void.							



**Attachment 4**

**Letter of Intent (LOI) Checklist**

*All lines must be completed or marked N/A for Not Applicable  
Submit the attached completed checklist with this letter.*

<b>Completed ✓</b>	
<input checked="" type="checkbox"/>	Project Number & Project Name
<input checked="" type="checkbox"/>	Section A: Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Section B: Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Designation checked for MBE/WBE, SBE, EBE or DBE
<input checked="" type="checkbox"/>	Indirect Utilization: Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 <sup>nd</sup> tier subcontractor/subconsultant, supplier or broker.
<input checked="" type="checkbox"/>	Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE
<input type="checkbox"/> N/A	Line items performed, if line-item bid.
<input checked="" type="checkbox"/>	Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached
<input checked="" type="checkbox"/>	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
	<b>If project is a hard bid...</b>
<input type="checkbox"/> N/A	Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
<input type="checkbox"/> N/A	Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
	<b>If project is an RFP/RFQ...</b>
<input checked="" type="checkbox"/>	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.
<input type="checkbox"/> N/A	Fee amount if fee amount of work to be performed is requested.
<input checked="" type="checkbox"/>	Bidder/Consultant's Signature, Title & Date
<input checked="" type="checkbox"/>	M/WBE, SBE, EBE or DBE Firm's Signature, Title and Date

<b>Select One ✓</b>	<b>SUBMITTED VIA...</b> For Construction Hard Bids ONLY, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/> N/A	Email to DSBO@denvergov.org

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance 85: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.



201 W. Colfax Avenue, #907  
Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
www.denvergov.org/dsbo

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
www.lydenver.com

April 5, 2016

Sandra Scanlon  
Scanlon Szynskie Group, Inc. DBA SSG MEP, SSG MEP, Inc.  
3025 S. Parker Road, Suite 1100  
Aurora, CO 80014-2905

Dear Sandra Scanlon:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Scanlon Szynskie Group, Inc. DBA SSG MEP, SSG MEP, Inc. for certification as a **Minority/Women Business Enterprise (M/WBE)**. Scanlon Szynskie Group, Inc. DBA SSG MEP, SSG MEP, Inc. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**March 31, 2016 to March 30, 2017**

Listed below is each NAICS code and Work Specialty for which Scanlon Szynskie Group, Inc. DBA SSG MEP, SSG MEP, Inc. is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER-541330: ELECTRICAL ENGINEERING SERVICES  
DENVER-541330: MECHANICAL ENGINEERING SERVICES

**WORK SPECIALTY:**

Mechanical Engineering; Electrical Engineering - Lighting, Design, Fire Alarm System Design and Low Voltage System Design.

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.


You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.



Sincerely,

*Clayton De...*

Director

**Attachment 4**

 <p><b>DENVER</b> OFFICE OF ECONOMIC DEVELOPMENT</p> <p>Office of Economic Development Division of Small Business Opportunity Compliance Unit 201 West Colfax Ave., Dept. 907 Denver, CO 80202 Phone: 720-913-1999</p>	<p align="center"><b>LETTER OF INTENT (LOI)</b> <b>INSTRUCTIONS FOR COMPLETION &amp; SUBMISSION:</b></p> <ul style="list-style-type: none"> <li>• All lines must be completed or marked N/A for Not Applicable</li> <li>• Certification Letter must be submitted with LOI</li> <li>• Submit the attached completed checklist with this letter</li> <li>• Email to <a href="mailto:dsbo@denvergov.org">dsbo@denvergov.org</a> .</li> <li>• FOR RFPs and RFQs: LOIs should be included with Submittal</li> </ul>
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<b>Contract No.:</b> eBid # 4777019	<b>Project Name:</b> Design-Build Services for 39th Avenue Greenway/ Park Hill Detention Design-Build Project							
<b>A. The Following Section Is To Be Completed by the Bidder/Consultant</b> <b>This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE</b>								
Name of Bidder/Consultant: Felsburg Holt & Ullevig Inc.			Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Phone: 303.721.1440			
Contact Person: Patrick Stein		Email: Patrick.Stein@thueng.com		Fax: 303.721.0832				
Address: 6300 S. Syracuse Way, Suite 600			City: Centennial		State: CO	Zip: 80111		
<b>B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier</b> <b>This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant</b>								
Name of Certified Firm: Valerian, LLC					Phone: 303-347-1200			
Contact Person: Susan Lee Brown		Email: susan@valerianllc.com		Fax: N/A				
Address: 3001 Brighton Blvd, #643			City: Denver		State: CO	Zip: 80216		
Please check the designation which applies to the certified firm.		M/WBE (v) <input checked="" type="checkbox"/>	SBE (v) <input checked="" type="checkbox"/>	EBE (v) <input checked="" type="checkbox"/>	DBE (v) <input type="checkbox"/>			
Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm: N/A								
<b>A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached</b>								
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u>								
Irrigation Design								
<input checked="" type="checkbox"/>	Subcontractor/Subconsultant (v)		<input type="checkbox"/>	Supplier (v)		<input type="checkbox"/>	Broker (v)	
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:								
\$ N/A					N/A %			
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:								
					2.0 %			
If the fee amount of the work to be performed is requested, the fee amount, is:								
					\$ N/A - No fee requested			
Bidder/Consultant's Signature: 					Date: March 17, 2017			
Title: Principal								
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: 					Date: March 17, 2017			
Title: Principal								
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.								

**Attachment 4**

**Letter of Intent (LOI) Checklist**

*All lines must be completed or marked N/A for Not Applicable  
Submit the attached completed checklist with this letter.*

<b>Completed ✓</b>	
<input checked="" type="checkbox"/>	Project Number & Project Name
<input checked="" type="checkbox"/>	<b>Section A:</b> Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	<b>Section B:</b> Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email
<input checked="" type="checkbox"/>	Designation checked for MBE/WBE, SBE, EBE or DBE
<input checked="" type="checkbox"/>	<b>Indirect Utilization:</b> Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 <sup>nd</sup> tier subcontractor/subconsultant, supplier or broker.
<input checked="" type="checkbox"/>	Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE
<input type="checkbox"/> N/A	Line items performed, if line-item bid.
<input checked="" type="checkbox"/>	Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached
<input checked="" type="checkbox"/>	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
	<b>If project is a hard bid...</b>
<input type="checkbox"/> N/A	Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
<input type="checkbox"/> N/A	Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
	<b>If project is an RFP/RFQ...</b>
<input checked="" type="checkbox"/>	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.
<input type="checkbox"/> N/A	Fee amount if fee amount of work to be performed is requested.
<input checked="" type="checkbox"/>	Bidder/Consultant's Signature, Title & Date
<input checked="" type="checkbox"/>	M/WBE, SBE, EBE or DBE Firm's Signature, Title and Date

<b>Select One ✓</b>	<b>SUBMITTED VIA...</b> For Construction Hard Bids ONLY, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/> N/A	Email to DSBO@denvergov.org

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance 85: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.



201 W. Colfax Avenue, #907  
Denver, CO Zip 80202  
p: 720.913.1999  
f: 720.913.1809  
www.denvergov.org/dsbo

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
www.Dydenver.com

January 5, 2017

Eduardo San  
San Engineering, LLC  
801 W. Mineral Ave., Suite 200  
Littleton, CO 80120

Dear Eduardo San:

**SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved San Engineering, LLC for certification as a **Minority/Women Business Enterprise (M/WBE)**. San Engineering, LLC will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

**January 5, 2017 to January 4, 2018**

Listed below is each NAICS code for which San Engineering, LLC is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

- DENVER 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING
- DENVER 237110: CONSTRUCTION MANAGEMENT, WATER AND SEWER LINE
- DENVER 237310: CONSTRUCTION MANAGEMENT, HIGHWAY, ROAD, STREET AND BRIDGE
- DENVER 237990: CONSTRUCTION MANAGEMENT, TUNNEL
- DENVER 541320: URBAN PLANNING SERVICES
- DENVER 541330: CIVIL ENGINEERING SERVICES
- DENVER 541340: DRAFTING SERVICES
- DENVER 541350: BUILDING INSPECTION SERVICES
- DENVER 541370: LAND SURVEYING SERVICES

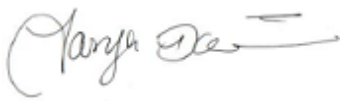
This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://www.denvergov.org/purchasing) for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Tanya Davis", with a long horizontal flourish extending to the right.

Tanya Davis  
Director

Exhibit G – Prevailing Wage Rate Schedule





**DENVER**  
THE MILE HIGH CITY

**Office of Human Resources**  
Denver's Human Resource Agency

201 W. Colfax, Department 412  
Denver, CO 80202  
p: 720.913.5751  
f: 720.913.5720  
[www.denvergov.org/csa](http://www.denvergov.org/csa)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Susan Keller, Human Resource Technician  
DATE: January 13, 2017  
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday January 6, 2017** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO170012  
Superseded General Decision No. CO20160012  
Modification No. 0  
Publication Date: 01/06/2017  
(8 pages)

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

For questions please call (720) 913-5726

Attachments as listed above.



-----  
ELEC0012-004 09/01/2016

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over \$1,000,000.....	\$ 28.00	11.00+3%
Electrical contract under \$1,000,000.....	\$ 24.85	11.00+3%

-----

ELEC0068-001 06/01/2016

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.85	13.99

-----

ELEC0111-001 01/01/2016

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 18.79	22.25%+\$5.45
Line Equipment Operator.....	\$ 29.40	22.25%+\$5.45
Lineman and Welder.....	\$ 42.14	25.25%+\$5.45

-----

ELEC0113-002 06/01/2015

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	14.95

-----

ELEC0969-002 06/01/2015

MESA COUNTY

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

-----

ENGI0009-001 10/23/2013

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 25.04	9.15
Blade: Rough.....	\$ 24.73	9.15
Bulldozer.....	\$ 24.73	9.15
Cranes: 50 tons and under..	\$ 24.88	9.15
Cranes: 51 to 90 tons.....	\$ 25.04	9.15
Cranes: 91 to 140 tons.....	\$ 25.19	9.15
Cranes: 141 tons and over...	\$ 25.97	9.15
Forklift.....	\$ 24.37	9.15
Mechanic.....	\$ 24.88	9.15
Oiler.....	\$ 24.01	9.15

Scraper: Single bowl under 40 cubic yards.....	\$ 24.88	9.15
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 25.04	9.15
Trackhoe.....	\$ 24.88	9.15

-----  
IRON0024-003 11/01/2013

	Rates	Fringes
Ironworkers:.....	\$ 24.80	18.77
Structural		

-----  
LABO0086-001 05/01/2009

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

-----  
PLUM0003-005 06/01/2016

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

	Rates	Fringes
PLUMBER.....	\$ 38.43	15.19

-----  
PLUM0058-002 07/01/2016

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.60	13.65

-----  
PLUM0058-008 07/01/2016

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.60	13.65

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

MESA COUNTY

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

-----  
PLUM0208-004 06/01/2015

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

	Rates	Fringes
--	-------	---------

PIPEFITTER.....\$ 35.35 13.39

-----  
\* SHEE0009-002 07/01/2016

	Rates	Fringes
Sheet metal worker.....	\$ 32.56	15.96

-----  
TEAM0455-002 07/01/2015

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 19.66	4.02
Tandem/Semi and Water.....	\$ 20.29	4.02

-----  
SUCO2001-006 12/20/2001

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

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

**Office of Human Resources**

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

<b><u>Classification</u></b>		<b><u>Base</u></b>	<b><u>Fringe</u></b>
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers: Janitors/Yardmen		\$17.68	\$8.22
Laborers:			
	GROUP 1	\$18.18	\$8.27
	GROUP 2	\$21.59	\$8.61
Laborers: (Tunnel)			
	GROUP 1	\$18.53	\$8.30
	GROUP 2	\$18.63	\$8.31
	GROUP 3	\$19.73	\$8.42
	GROUP 4	\$21.59	\$8.61
	GROUP 5	\$19.68	\$8.42
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwrights		\$28.00	\$10.00
Power Equipment Operators (Tunnels Above and Below Ground, shafts and raises):			
	GROUP 1	\$25.12	\$10.81
	GROUP 2	\$25.47	\$10.85
	GROUP 3	\$25.57	\$10.86
	GROUP 4	\$25.82	\$10.88
	GROUP 5	\$25.97	\$10.90
	GROUP 6	\$26.12	\$10.91
	GROUP 7	\$26.37	\$10.94
Power Equipment Operators:			
	GROUP 1	\$22.97	\$10.60
	GROUP 2	\$23.32	\$10.63
	GROUP 3	\$23.67	\$10.67
	GROUP 4	\$23.82	\$10.68
	GROUP 5	\$23.97	\$10.70
	GROUP 6	\$24.12	\$10.71
	GROUP 7	\$24.88	\$10.79
Truck Drivers:			
	GROUP 1	\$18.42	\$10.00
	GROUP 2	\$19.14	\$10.07
	GROUP 3	\$19.48	\$10.11
	GROUP 4	\$20.01	\$10.16
	GROUP 5	\$20.66	\$10.23
	GROUP 6	\$21.46	\$10.31

POWER EQUIPMENT OPERATOR CLASSIFICATIONS  
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

*NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.*

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1 - Air compressor, brakeman, drill operator - smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less.

GROUP 2 - Conveyor, handling **building** materials, ditch witch and similar trenching machine, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier.

GROUP 3 - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, articulated truck operator, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer; pile driver, tractor with side boom, roto- mill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, hoist 3 drum or more, mechanic – welder (heavy-duty).

GROUP 6 - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

GROUP 1 –Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-**Denver**, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Concrete Tender; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining

Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunnite Nozzlemen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.

GROUP 2 - Plug and galleys in dams; Scalars; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement.

### TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

GROUP 3 - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators

GROUP 4 - Tenders on Shotcrete, Gunning and Sand Blasting; Tenders, core and Diamond Drills; Pot Tenders

GROUP 5 - Collapsible Form Movers and Setters; Miners; Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timbermen (steel or wood tunnel support, including the placement of sheeting when required); and all Cutting and Welding that is incidental to the Miner's work; Tunnel Liner Plate Setters; Vibrator Men, Internal and External; Unloading, stopping and starting of Moran Agitator Cars; Diamond and Core Drill Operators; Shotcrete operator; Gunnite Nozzlemen; Sand Blaster; Pump Concrete Placement Men.

Laborers (Removal of Asbestos) Removal or encapsulation of Asbestos Material (including removal of asbestos from mechanical systems that are going to be scraped) and work involving the removal, handling, or dealing with toxic or hazardous waste.

### TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Sweeper Truck, Flat Rack Single Axle and Manhaul, Shuttle Truck or Bus.

GROUP 2 - Dump Truck Driver to and including 6 cubic yards, Dump Truck Driver over 6 cubic yards to and including 14 cubic yards, Straddle Truck Driver, Liquid and Bulk Tankers Single Axle, Euclid Electric or Similar, Multipurpose Truck Specialty and Hoisting.

GROUP 3 - Truck Driver Snow Plow.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards.

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



Exhibit H – City and County of Denver Equal Employment Opportunity Provisions

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

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

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

contracts in accordance with procedures authorized in Article III, Division 2, Chapter 28 of the Revised Municipal Code, or by rules, regulations, or order of the Executive Director.

7. The Contractor will include Regulation 12, Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract of purchase order unless exempted by rules, regulations, or orders of the Executive Director issued pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, so that such provisions will be binding on each subcontractor or supplier. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

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

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

**APPENDIX F**

**AFFIRMATIVE ACTION REQUIREMENTS**

**EQUAL EMPLOYMENT OPPORTUNITY**

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

**NOTICE**

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

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

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

Executive Director of Public Works  
City and County of Denver

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

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

**1. GOALS AND TIMETABLES:**

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

GOALS FOR 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 Public Works, and the Division of Small Business Opportunity when the union or unions with which the Contractor has collective bargaining agreements did not refer to the contractor a minority or female sent by the contractor, or when the Contractor has other information that the union referral process has impeded efforts to meet its goals.
- d. The Contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority and female employees.
- e. The Contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.
- f. The Contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority and female organizations, schools with substantial minority and female enrollment, and minority and female recruitment and training organizations within the Contractor's recruitment area.

- g. The Contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.
- h. The Contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- i. The Contractor should have made certain that all facilities are not segregated by race.
- j. The Contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- k. The Contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority and female contractor associations.

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

**3. NON - DISCRIMINATION:**

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

**4. COMPLIANCE AND ENFORCEMENT:**

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

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

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

- 1. Where the Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code or the

implementing regulations and the obligations under these Bid Conditions, and so informs the Executive Director, the Executive Director 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 Executive Director proceeds with such formal action it has the burden of proving that the Contractor has not met the goals contained in these Bid Conditions. The Contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.

2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".
3. The Division of Small Business Opportunity shall review the Contractor's employment practices during the performance of the contract. If the Division of Small Business Opportunity determines that the Contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Executive Director.

#### **C. OBLIGATIONS APPLICABLE TO CONTRACTORS:**

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

#### **D. GENERAL REQUIREMENTS:**

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

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.



2. The Contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Executive Director 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 Executive Director of Public Works, 201 W. Colfax, Dept. 608, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director

Exhibit I – RFP Response

(Incorporated herein by reference and as amended and supplemented by Exhibit A-1)

Exhibit J - Technical Specifications and Technical Requirements Summary  
(as issued by the City prior to contract execution)

## Exhibit J

Request for Qualifications (RFQ) issued February 2, 2017

Response to Request for Qualifications dated February 24, 2017

Request for Proposals (RFP) issued April 12, 2017

- Instructions to Proposers
- Sample Contract Documents
- Technical Requirements
- Technical Specifications
- Reference Documents

RFQ Addendum #1 issued May 10, 2017

RFQ Addendum #2 issued June 9, 2017

RFQ Addendum #3 issued June 16, 2017

RFQ Addendum #4 issued July 19, 2017

RFQ Addendum #5 issued July 21, 2017

RFQ Addendum #6 issued July 28, 2017

RFQ Addendum #7 issued August 2, 2017

RFQ Addendum #8 issued August 4, 2017

RFQ Addendum #9 issued August 11, 2017

RFQ Addendum #10 issued August 23, 2017

Alternative Technical Concepts (ATCs) #1-7

SEMA Requests for Information (RFI) #1-14

Kraemer Non-confidential RFI #1-24, 28-30, 33-36, 38, 42-49, 60-72, 74-82, 86, 88-90, 92-97, 99, 101, 102, 105-107, 109, 110, 114, 116-121, 126-129

Kiewit Non-Confidential RFI #1, 2, 4- 34, 39, 41, 42, 45, 46, 48-74, 78, 80-85, 87, 89, 91-97

Exhibit K – Intentionally Omitted

Exhibit L –Index of General Contract Conditions

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

**General Contract Conditions**

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## Exhibit M – Special Contract Conditions

# DESIGN-BUILD CONTRACT

## Contract Control Number: 201738462 SPECIAL CONTRACT CONDITIONS DESIGN-BUILD CONTRACT

### SPECIAL CONTRACT CONDITIONS

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

#### SC-1 Construction Specifications

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

##### City and County of Denver:

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

*Transportation Standards and Details for the Engineering Division*

*City and County of Denver Traffic Standard Drawings*

*Wastewater Management Division*

*Standard Detail Drawings*

*Public Works Wastewater Capital Projects Management Standard Construction Specifications*

##### Colorado Department of Transportation:

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

##### Federal Highway Administration:

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

Building & Fire Codes:

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

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

The aforementioned City and County of Denver documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5<sup>th</sup> floor), Denver, CO 80202. The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available at: <https://www.denvergov.org/content/denvergov/en/contract-administration/contractor-resources.html> . *Transportation Standards and Details for the Engineering Division* and the Wastewater Management Division – *Standard Detail Drawings*, are available at <http://www.denvergov.org>.

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

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

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

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

“The Contract Documents” consist of the documents that are listed in Section 2.3 of the Design-Build Contract.

**SC-3 Contractor Definition (Modifies General Contract Condition 106)**

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

**SC-4 Definition of Substantial Completion (Modifies General Contract Condition 119)**

“Operational Substantial Completion” of the Work means the Work has progressed to the point that the City can beneficially occupy and utilize the Work for the purposes for which it is intended, including, without limitation, the achievement of the following specific conditions: (a) the full and operational status of all drainage elements, (b) all roadways and accesses are safe and open to traffic, (c) all recreational elements, exclusive of landscaping Work (complete with aesthetic finishes) are installed and available for public use, and (d) all non-landscaping Work is in compliance with all Applicable Laws and the Contract Documents.

“Landscaping Substantial Completion” of the Work means all landscaping is installed with native natural area landscaping seeded with the appropriate Best Management Practices (BMPs) installed in compliance with all Applicable Laws and the Contract Documents.

“Substantial Completion” of the Work means the achievement of Operational Substantial Completion and Landscaping Substantial Completion.



The achievement of Operational Substantial Completion, Landscaping Substantial Completion, and Substantial Completion shall be determined by the Project Manager in his sole discretion. The Project Manager will advise the Contractor in writing when Operational Substantial Completion, landscaping Substantial Completion, and/or Substantial Completion of the Work has been achieved.

**SC-5 Department of Public Works (Modifies General Contract Condition 204)**

General Condition 204 is hereby modified as follows:

The officer in full charge and control of the Department of Public Works is the Manager of Public Works.

**SC-6 City Delegation of Authority**

The CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, The Manager hereby designates the City Engineer (the "Director") 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 Director the authority necessary to undertake those responsibilities under this Design-Build Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

**City Project Director:**

**David Huntsinger**

**City Project Manager:**

**Steve Coggins**

**SC-7 Designer (Replaces General Contract Condition 110)**

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

"Designer," also sometimes referred to as "Architect", "Engineer" "Lead Engineer," "Lead Design Engineer," "Design Professional," "Designer of Record" or "Engineer of Record," means the engineer who designs the project and prepares the specifications or directs the effort of designing the project and preparing the specifications. The Designer is identified in the Contract Documents and is an employee of the Contractor or is retained by the Contractor as an independent contractor under a professional services agreement with the Contractor.

**SC-8 Design and Construction Schedule (Modifies General Contract Condition 306.2)**

General Contract Condition 306.2 is hereby modified and supplemented as follows:

The terms and provisions set forth in Section 2.0 of the Technical Requirements of the RFP are hereby incorporated herein by this reference. In the event of any inconsistency between the terms of General Condition 306.2 and the terms and conditions set forth in Section 2.0 of the Technical Requirements, the terms of Section 2.0 of the Technical Requirements shall control.

**SC-9 Contractor Superintendent (Modifies General Contract Condition 307)**

Delete and replace with the following:

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

**SC-10 Suggestions to Contractor (Modifies General Contract Condition 313)**

Replace with the following:

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

**SC-11 Permits and Licenses (Modifies General Contract Condition 317.1)**

- .1 The Contractor is required to possess the appropriate contractor and engineering licenses issued by the Department of Public Works and the State of Colorado, respectively, pertaining to the Work to be performed. The Contractor is also required to obtain all necessary permits for the project.

**SC-12 Construction Surveys (Modify General Contract Condition 318.1)**

- .1 The City does not take responsibility for the accuracy of any survey data provided by the City. The Contractor must validate that this data is accurate and ensure that all elements of the Work are correctly located.

**SC-13 Contract Documents – Review and Interpretation (Deletes General Contract Condition 401.3)**

General Contract Condition 401.3 is hereby deleted in its entirety.

**SC-14 Contract Drawings and Technical Specifications (Replaces General Contract Condition 403.2)**

General Contract Condition 403.2 is hereby modified as follows:

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

**SC-15 [Intentionally Omitted]**

**SC-16 Shop Drawings, Product Data and Samples (Replaces General Contract Condition 405)**

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

- .1 The Contractor shall submit all Shop Drawings, as defined in these General Conditions, to the Designer, with a copy to the Project Manager. The Project Manager will review the shop drawings with reasonable promptness following receipt of the shop drawings. The Project Manager will indicate its review with the following messages: Does not object; Does not object, but conditioned as noted, or, Objects.
- .2 The Contractor shall prepare, review, certify, endorse and submit, to the Designer, with reasonable promptness, and in such sequence as to cause no delay in the Work, all Shop Drawings, required by the Contract Documents. The Contractor shall prepare and deliver to the City a submittal schedule for Shop Drawings, as required by the Contract Documents. All such drawings and other material shall contain identifying nomenclature and each submittal shall be accompanied by a transmittal identifying in detail all enclosures. Facsimile reproductions of

Contract Documents shall not be used, in whole or in part, for the direct submittal of Shop Drawings unless specifically approved by the Project Manager.

- .3 By preparing, certifying, and submitting Shop Drawings, the Contractor represents that the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work, the Project, the Contract Documents and previously reviewed and accepted submittals.
- .4 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the City's review. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, or Samples by the City's review of them. Review of a specific item by the City shall not indicate the City's acceptance thereof. City review of the Shop Drawings shall not be construed as approval of the adequacy of the documents and shall not constitute a waiver of any remedies the City may have in law or inequity.
- .5 All re-submittals shall either on their face, or in the accompanying transmittal, clearly indicate all revisions that have been made since the previous submittal.
- .6 The Project Manager may review the Contractor's submittal such as Shop Drawings, for conformance with the Contract Documents. Review by the Project Manager shall not relieve the Contractor of its responsibilities under the Contract Documents.

**SC-17 Substitution of Materials and Equipment (Deletes General Contract Condition 406)**

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

**SC-18 Subcontracts (Replaces General Contract Condition 501)**

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

**SC-19 Subcontractor Acceptance (Modifies General Contract Condition 502.3)**

General Contract Condition 502.3 SUBCONTRACTOR ACCEPTANCE is hereby modified as follows:

- .3 The Contractor shall submit within 30 days of award a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of each proposed Subcontractor and certifying under oath that, to the best of his or her knowledge, none of the bases for rejection listed above exist. In lieu of this certification, the Contractor may identify, for each proposed Subcontractor, any of the issues listed above applicable to that subcontractor and attach to that statement a list of all judicial and administrative proceedings in the last five (5) years in which any proposed Subcontractor is or was a party, the proceedings involving any of the issues listed above or in which any proposed Subcontractor filed for bankruptcy.

**SC-20 Liquidated Damages; Administrative Costs; Actual Damages (Deletes General Contract Condition 602)**

General Contract Condition 602 LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES is hereby deleted in its entirety.

Representative hourly rates for the City administrative costs shall be as follows for this Project:

Project Manager:	\$69 per hour
Project Engineer:	\$63 per hour
Inspector:	\$49 per hour

Surveying:

\$100 per hour

Reference is hereby made to Section 4 of the Design-Build Contract.

**SC-21 Cooperation with Other Work Forces (Modifies General Contract Conditions 701.3 and 701.4)**

General Contract Conditions 701.3 and 701.4 COOPERATION WITH OTHER WORK FORCES are hereby modified as follows:

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

**SC-22 Protection of Street and Road System (Modifies General Contract Condition 805.1)**

General Contract Condition 805.1 PROTECTION OF STREET AND ROAD SYSTEM is hereby modified to read as follows:

- .1 The City's street and road system will include the Colorado Department of Transportation street and road system included within or adjacent to this Project – and includes but is not limited to all of the City's permanent or temporary highways, streets, alleys, bikeways, pedestrian pathways, bridges and other roads or related structures.

**SC-23 Hazardous and Explosive Materials or Substances (Modifies General Contract Condition 808)**

General Contract Condition 808 is hereby modified and supplemented as follows:

- .3 As used herein, the phrase “hazardous materials or substances” (or similar words or phrases) shall mean and refer collectively to all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders applicable to the Work (collectively, the “**Environmental Requirements**”), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term “**Hazardous Materials**” shall mean asbestos, asbestos-contaminated soils, and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes, or any other applicable federal or state statute.

**SC-24 Payments to Contractors (Clarifies and Supplements General Contract Condition 902)**

The application for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura Construction Payment Management System for this Project. Contractor further agrees that, to the fullest extent possible within the CPM System, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through the CPM System, including, but not limited to, information related to Contractor and subcontractor billings. To that end,

Contractor agrees that it will activate any available settings within the CPM System that are necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Public Works/Engineering Division	Steve Coggins	(720) 865-3043

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. Applications for Payment must be accompanied by completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, **AND** the Contractors' Certification of Payment Form (CCP), unless an exception is approved pursuant to General contract condition 907.

The forms, Final/Partial Release and Certificate of Payment (Subcontractor/Supplier) and the Contractor's Certification of Payment (CCP), both of which must be used are attached below. If subcontractor or supplier payments are disbursed via Textura® CPM, those systems generated Release and CCP forms are acceptable.

**DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT  
(SUBCONTRACTOR/SUPPLIER)**

\_\_\_\_\_  
(CITY PROJECT NAME AND NUMBER)

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

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

Subcontract #:

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

Subcontract Value: \$

Last Progress Payment: \$

Date:

Check Applicable Box:

Total Paid to Date: \$

M/WBE

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

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

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

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

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

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

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

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

Notary Public/Commissioner of  
Oaths  
My Commission Expires

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

**DEPARTMENT OF PUBLIC WORKS**

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_,  
\_\_\_\_\_,  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,  
hereafter referred to as the "Contractor", and \_\_\_\_\_,  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,  
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY

AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the  
"City", in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
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. «CONTRACT\_NO» «PROJECT\_NAME»**, Denver,  
Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages,  
all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans  
and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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

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

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
**Contractor**

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

**President**

\_\_\_\_\_  
**Surety**

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

**Attorney-In-Fact**

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

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

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

\_\_\_\_\_  
**Assistant City Attorney**

APPROVED FOR THE CITY AND COUNTY OF  
DENVER

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

**MAYOR**

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

**EXECUTIVE DIRECTOR OF PUBLIC WORKS**



**PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION  
(SAMPLE)**

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

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

RE: (Company name)

Contract No: «Contract\_No»  
Project Name: «Project\_Name»  
Contract Amount:  
Performance and Payment Bond No.:

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through \_\_\_\_\_ insurance company, on \_\_\_\_\_, 20\_\_.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at \_\_\_\_\_.

Thank you.

Sincerely,

Denver Public Works/Office of the Executive Director  
201 West Colfax Avenue, Dept 608 | Denver, CO 80202  
[www.denvergov.org/dpw](http://www.denvergov.org/dpw)  
p. 720.865.8630 | f. 720.865.8795

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## 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).

Rev 031816



**SC-25 Change Order (Modifies and Supplements General Contract Condition 1101)**

General Contract Condition 1101 CHANGE ORDER is hereby modified as follows:

- .3 No revision or change furnished or requested by either party to the other in connection with the preparation, submission, review, comment, approval, or identification of the Design Development Documents or Construction Documents will be considered a change entitling the Contractor to a change in the Contract Time, unless such change shall be expressly evidenced by a Change Order.
- .4 Changes in design and construction required to conform to the requirements of the Design-Build Criteria and Scope, unless the Design-Build Criteria and Scope have been modified by Change Order, shall be completed by Contractor without any increase in the Contract Amount or adjustment to the date for Contractual Milestone, Substantial Completion, and Final Completion regardless of the stage of completion of design and/or construction and regardless of whether any design or construction has been otherwise approved by the City. Changes to the Contract Documents, including, without limitation, changes in the Contract Amount or extensions of the date for Substantial Completion, shall only be by Change Order issued by the City.

**SC-26 Adjustment to Contract Amount (Modifies General Contract Condition 1104.2-1104.5)**

General Contract Condition 1104.2 is hereby modified as follows:

**E. Mark Up for Overhead and Profit**

- (1) The total markup for overhead and profit on change orders, shall not exceed 15% of the actual costs set forth in GC 1104.2.A-D, regardless of the tier(s) of subcontractors.
- (2) Neither General Contractors nor Subcontractors shall receive markup on markup.
- (3) All of the Contractor's and Subcontractor's field and office overhead and supervision costs are included in the markups listed above
- (4) Neither the Contractor nor Subcontractor of any tier, nor the City in the case of a credit, will apply or attempt to apply these percentage adjustments in a way that would pyramid either the cost or credit because of the involvement of a Subcontractor or sub-subcontractor. Written justification and approval shall be required for any percentages exceeding a total of fifteen percent (15%).
- (5) Contractor Fee. The Contractor shall be allowed a three and one-half percent (3.5%) markup on the actual price charged by a Subcontractor who actually performs the Work; provided that, in no event shall the total markup exceed the amount allowed under GC 1104.2.E(1) above.

**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.

General Contract Condition 1104.3 is hereby modified to read as follows:

**1104.3 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.

General Contract Condition 1104.4 is hereby modified to read as follows:

**1104.4 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.

General Contract Condition 1104.5 is hereby modified to read as follows:

**1104.5 Calculation of Certain Equitable Adjustments.**

- A. (Deleted - Not Used)
- 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 or dispute resolution.

**SC-27 Surety Bonds (Modifies and Supplements General Contract Condition 1501)**

General Contract Condition 1501 SURETY BONDS is hereby modified as follows:

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

**SC-28 [Intentionally Deleted]**

**SC-29 Construction Inspection by the City (Replaces General Contract Condition 1701)**

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

- .1 Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the Contractor's warranties and guarantees. The Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a cost of the Work without any increase to the Lump Sum Contract Price. In addition, Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the Contractor of any of its quality control responsibilities or any other obligations under the Design-Build 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 Building Inspection will perform building code compliance inspections for structures designed for human occupancy. It is the 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 Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than forty-eight (48) hours after the occurrence.

**SC-30 Contractor's Warranties, Guarantees and Correction of Work (Modifies General Contract Condition 1801.1)**

General Contract Condition 1801.1 CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK is hereby modified to include the following provision:

The Contractor further warrants that the Work and completed Project shall (1) conform to all professional engineering principles generally accepted as standards in the industry in the State of Colorado, (2) be free from defects (including design errors), and (3) incorporate specifications and/or drawings selected or prepared for use during construction that are appropriate for their intended purposes.

**SC-31 Contractor's Warranties, Guarantees and Correction of Work (Modifies General Contract Condition 1801.4)**

General Contract Condition 1801.4 CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK is hereby modified to read as follows:

- .4 The Contractor's warranties and guarantees for all Work components shall continue for the following periods:

- A For Contracts executed under the authority of the Manager of Public Works, (1) for a period of three (3) years after the date of Final Completion for all elements and aspects of the Work (a) within the proposed Public Right-of-Way line or permanent easements to the full extent of roadway infrastructure, or (b) all Wastewater pipe and other drainage apparatuses without regard to location within or outside of Public Right-of-Way, or (2) for a period of one (1) year after the date of Substantial Completion for all other Work completed outside of the Public Right-of-Way, or for such longer period of time as may be prescribed by the terms of any special warranties and guarantees required by the Contract Documents.

- B (Deleted - Not Used)

The obligations of this GC 1801.4 shall survive termination of the Contract under the provisions of Title 22.

**SC-32 Site Inspections and Investigations**

Contractor hereby acknowledges that, prior to submitting its bid, the Contractor has the opportunity to inspect the work site and its surroundings. Although the Contractor is not required to make such an inspection before bidding, for purposes of the Design-Build Contract, it shall be conclusively presumed that by failing to make such an inspection, the Contractor has waived the right to later claim additional compensation or time extensions for conditions which would have been evident had the site been inspected. Since the bid information cannot be guaranteed, the Contractor shall have assumed the risks attendant to successful performance of the Work and shall never make claim

for additional compensation or time extensions on the grounds that the nature or amount of work to be done was not understood by the Contractor at the time of the bidding.

**SC-33 Contract Forms**

In accordance with the terms and conditions of the Contract Documents, the City requires the use of certain form documents in complying with or satisfying various obligations, notifications and conditions in contracting with the City or performing Work hereunder. These form documents are referenced by title throughout the Contract Documents for mandatory use as directed. The following are the forms that shall be detached and utilized in accordance with the Contract Documents:

1. Performance and Payment Bond

The following are forms that will be issued by the City during construction:

1. Certificate of Contract Release (Attached on the following page)



Department of Public Works  
Engineering Department

201 W. Colfax Avenue  
Denver, CO 80202  
[www.denvergov.org/PublicWorks](http://www.denvergov.org/PublicWorks)

Date

Name

Company

Street

City/State/Zip

(SAMPLE)

RE: Certificate of Contract Release for  
CITY OF DENVER CONTRACT NO. 201738462 DESIGN/BUILD

Certificate of Contract Release

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

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

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

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

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





#### **SC-34 Disposal of Non-Hazardous Waste at DADS**

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., bidders will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site (“DADS”) for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the Contractor shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-101(6), as amended from time to time, and includes construction debris, soil and asbestos. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

#### **SC-35 Greenprint Denver Requirements**

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

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

#### **SC-36 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-37 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-38 Debarred Subcontractors Prohibited**

The Contractor is prohibited from hiring any subcontractor currently debarred by the City in accordance with section 20-77 of the Denver Revised Municipal Code. Without limiting the foregoing, the Contractor is prohibited from hiring any subcontractor ineligible under any of the Federal Provisions of this Contract, including those in Part 4 of the Contract.

#### **SC-39 Attorney’s Fees**

Colorado Revised Statute 38-26-107 requires that in the event any person or company files a verified statement of amounts due and unpaid in connection with a claim for labor and materials supplied on this project, the City shall withhold from payments to the Contractor sufficient funds to insure the payment of any such claims. Should the City and County of Denver be made a party to any lawsuit to

enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, the Contractor agrees to pay to the City its costs and a reasonable attorney's fee which cost shall be included as a Cost of the Work.

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

#### **SC-40 Acceptance or Approval by City**

Pursuant to the Design-Build Contract, and the other contract documents, the City may be required to review various documents, design, specifications and other information submitted by the Contractor and /or Designer. It is expressly understood and agreed by the Contractor that under no circumstances shall any review by the City, or its agents or representative relieve the Contractor or the Designer, or any engineer, architect or other consultant retained by, through or under the Contractor, of any liability, obligation, or responsibility, whether by statute, regulation, contract, custom or otherwise, for the design and construction of the Project and the compliance of the Work with the requirements of this Contract, including without limitation, compliance with the Design-Build Criteria and Scope, except to the extent amended by Change Order. The City's acceptance or approval of any deviation or omission from, or conflict or contradiction with the Design-Build Criteria and Scope must be in writing and an appropriate Change Order issued modifying the requirements of the Design-Build Criteria and Scope.

#### **SC-41 Spare Parts**

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

#### **SC-42 Start-Up**

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

#### **SC-43 Warranty Inspection Services**

At the time of final acceptance and during the applicable general warranty period, the Contractor shall provide quarterly, or as otherwise agreed to by the City, on-site review and inspection services. At the end of the month preceding the last month of the applicable general warranty period, the City Project Manager and Contractor shall visit the Project to conduct a final review and inspection of the completed construction to identify additional warranty Work required of the Contractor prior to expiration of the applicable general warranty period. The Contractor shall provide for the City's review and approval a written report of the findings of the Contractor, a list of all warranty work to be completed, and a schedule for that completion.

#### **SC-44 Mitigation of Damages**

1. Notwithstanding any right or obligation of the City or the Contractor to suspend, abandon, terminate, or otherwise delay or stop Work under this Contract, or to impose Liquidated Damages

under this Contract, each party shall have an affirmative duty to take any and all reasonable actions to mitigate loss or damage to each party as a result of such suspension, abandonment, termination, or other delay or stoppage of Work, or imposition of Liquidated Damages.

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

**SC-45 [Intentionally Omitted]**

**SC-46 [Intentionally Omitted]**

**SC-47 Defense and Indemnification**

General Condition 1602, INDEMNIFICATION, is modified to read in full as follows:

1602 DEFENSE AND INDEMNIFICATION

- (a) To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Contract that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.
- (c) Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- (d) Insurance coverage requirements specified in this Contract shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Contract.

**SC-48 [Intentionally Omitted]**

**SC-49 Use of the Colorado Department of Transportation's Specifications**

The Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction section 200 through 700, and as specifically provided in this SC-49 for 100 sections, shall be used for this contract.,

- A. All Sections 200 through 700 are revised as follows:** Delete all Method of Measurement and Basis of Payment specifications.
- B. Include Section 101. References to Subsections 101.09, 101.28, 101.47 and 101.54** are hereby amended as follows, to replace references to CDOT positions with the applicable City positions:
- “Engineer,” “Resident Engineer,” “Project Engineer,” and “Area Engineer” are replaced by “the City Project Manager.”
- “Region Transportation Director” is replaced by “the City Engineer.”
- “Chief Engineer” is replaced by “the City’s Manager of Public Works.”
- C. References to Sections 102, 103, and 104** in Sections 200 through 700 are revised as follows:

CDOT Section	CITY Contract Condition
104.02(a)	Title 14
104.02 (b), (c)	Title 11, 21
104.03	Title 11
104.04	Title 8 and the Technical Requirements

- D. References to Section 105 in Section 200 through 700,** are revised as follows:

<u>CDOT</u> Section	<u>CITY</u> Contract Condition
105(1)	Title 17
105.01	Titles 2 and 3
105.02	Title 4 and Section 2 of the Contract Documents
105.03	Title 3 and performance conditions throughout the Contract
105.04	Title 3 and performance conditions throughout the Contract
105.05	Title 3 and performance conditions throughout the Contract
105.06	Title 3 and performance conditions throughout the Contract
105.07	Title 3 and performance conditions throughout the Contract
105.08	Title 3 and performance conditions throughout the Contract
105.09	Section 2.4 of Contract Form
105.10	Titles 7 and 8
105.11	Title 7
105.12	Title 7
105.13	Title 3, Special Condition 10a (revision of GC 318)
105.14	Title 2 and/or as amended by SC-5 and/or per per 1.1 & 1.2 of Contract Form
105.15	Title 17 and Quality Control Requirements
105.16	Title 17
105.17	Title 8 and Title 3
105.18	Title 8
105.19	Title 8 and Title 3
105.20	Title 8 and Title 3
105.21	Titles 19 and 20
105.22	Title 13 and Section 7.1 of Contract Form
105.23	Title 3 and Section 7.1 of Contract Form
105.24	Title 12

(1) – References to Incentive/ Disincentives Payment. There are no incentive payments only disincentive payments on this project.

**E. Include Section 106 Control of Material.**

**F. References to Sections 107, 108, and 109 in Sections 200 through 700 are redirected as follows:**

CDOT Section	CITY Contract Condition
107.01	Title 3 and Title 8
107.02	Title 3 107.03
107.04	Title 3
107.05	Title 23
107.06	Title 3 and Title 8
107.07	Titles 3 and 8
107.08	Title 8
107.09	Title 8
107.10	Title 8
107.11	Title 8
107.12	Title 8
107.13	Title 8
107.14	Title 8
107.15	Title 16
107.16	Title 19
107.17	Titles 3 and 8
107.19	Technical Requirements Section 8, Right of Way, and Section 1.2.2 of the Instruction to Proposers.
107.20	There is not a corresponding City condition beyond indemnity per GC-Title 16
107.21	Titles 17, 18, 19 and 20
107.22	Title 23
107.23	Title 8 and the technical requirements
107.24	Title 8 and performance conditions throughout the Contract
107.25	Title 8 and performance conditions throughout the Contract
108	Titles 3, 5, 6, 7, 8, 11 109.01 - Not applicable
109.02	Title 9
109.03	Not applicable
109.04	Titles 11 and 21
109.05	Not applicable
109.06	Title 9 and SC-23
109.07	Title 9
109.09	Title 20
109.10	Titles 11, 12 and 13

#### **SC-50 Violation of Working Time Limitation**

If there is a violation of the working time limitations for traffic control as set forth in the Street Occupancy Permit in Denver, a written notice to stop work will be imposed on the Contractor at the start of the next working day. Work shall not resume until the Contractor assures the Engineer, in

writing, that there will not be a reoccurrence of the working time violation. If more violations take place, the Engineer will notify the Contractor in writing that there will be a price reduction charge for each incident in accordance with this specification. This incident price reduction charge will be deducted from any money due the Contractor. This price reduction will not be considered a penalty but will be a price reduction for failure to perform traffic control in compliance with the Contract. There will be no modification to the Contractual Milestone, Substantial Completion, or Final Completion dates if a written notice to stop work results from the Contractor's violation of the Denver Street Occupancy Permit or City of Aurora equivalent.

An incident is any violation up to 30 minutes in duration. Each thirty (30) minutes or increment thereof will be considered as an incident. A price reduction will be assessed for each successive or cumulative 30-minute period in violation of the working time limitations, as determined by the Project Manager. The price reduction for each incident will increase at a progressive rate starting with \$150 for the second incident and increasing to \$1200 for the fifth and subsequent incidents in accordance with the following schedule. A 15-minute grace period will be allowed at the beginning of the second incident on the project before the price reduction is applied. This 15-minute grace period applies only to the second incident.

The number of incident charges will be accumulative throughout the duration of the Contract.

**PRICE REDUCTION SCHEDULE**

<b>Incident</b>	<b>Incident Rate</b>	<b>Total Price Reduction</b>
1 <sup>st</sup>	Notice to Stop Work	----
2 <sup>nd</sup>	\$150	\$150
3 <sup>rd</sup>	300	450
4 <sup>th</sup>	600	1,050
5 <sup>th</sup>	1,200	2,250
6 <sup>th</sup>	1,200	3,450
Etc.	1,200	4,650
	Etc.	Etc.

Exhibit N – Notice to Proceed

Current Date

**NOTICE TO PROCEED  
(SAMPLE)**

Name  
Company  
Street  
City/State/Zip

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

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on \_\_\_\_\_ with the work of constructing contract number «Contract No», as set forth in detail in the contract documents for the City and County of Denver.

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

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

Sincerely,

Lesley B. Thomas  
City Engineer

cc:

Denver Public Works/Office of the Executive Director  
201 West Colfax Avenue, Dept 608 | Denver, CO 80202  
[www.denvergov.org/dpw](http://www.denvergov.org/dpw)  
p. 720.865.8630 | f. 720.865.8795

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