

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

**INTEGRATED MECHANICAL SERVICES FOR
DEFERRED MAINTENANCE PROJECTS**

CONTRACT #201947295

**MURPHY COMPANY MECHANICAL
CONTRACTORS AND ENGINEERS**

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

CONTRACT NO. 201947295

2018 Integrated Mechanical Services

CONTRACT

THIS CONTRACT (“Contract” or “Agreement”) is made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **MURPHY COMPANY MECHANICAL CONTRACTORS AND ENGINEERS**, a Missouri Company with its principal place of business located at 1233 N. Price Rd., St Louis, MO 63132 (the "**Contractor**").

1. The City has identified a need to retain a highly qualified Mechanical contractor to manage, perform, or cause to be performed and delivered to the City, as authorized by the Executive Director of Public Works, selected mechanical services for deferred maintenance projects on behalf of the Department of Public Works in multiple municipal buildings.

2. The Integrated Mechanical Services Program may include, without limitation, the following scopes of work: preconstruction, inhouse engineering, estimating, investigations, cost control, installation, coordination with all other disciplines and customers, schedule commitment, and start-up/commissioning for each project.

3. In accordance with Section 20-56 of the Denver Revised Municipal Code, the City issued a RFP for integrated mechanical services on August 21, 2018. Proposals were received by the Executive Director of Public Works, who recommended that a contract for Integrated Mechanical Services be made and entered into with the Contractor who was the selected proposer.

4. The Parties desire to enter into an agreement for the performance of all services and work necessary to satisfactorily complete the Program, in accordance with the terms and conditions of this Contract and all incorporated Contract Documents.

5. The Contractor represents that it is qualified to perform the services and work necessary to satisfactorily complete the Program and is ready, willing and able to perform all Program services and work in accordance with the terms and conditions of this Contract and in accordance with the Contract Documents.

6. The Contractor has agreed to perform and provide personnel for all services required to administer and implement the Program on behalf of the Department of Public Works and perform all Work, on a Task Order or Work Order basis in accordance with the terms and conditions of this Contract and the Contract Documents.

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

1.0 DEFINITIONS

1.1 Integrated Mechanical Services for Deferred Maintenance Program - General. The City and County of Denver (City) wishes to deliver this work via an integrated contract and seeks a Mechanical Contractor (MC) to provide “turn-key” integrated preconstruction, in-house engineering, and construction services for multiple mechanical projects throughout the City of Denver. The goal is to complete the current and future mechanical deferred maintenance projects over a three-year term. The MC shall create an overall schedule that includes all known projects that allows work to be completed at the proper time of year to limit disruptions and discomfort of the tenants within each facility. The MC will develop and initiate solutions to each project. Most projects are deferred mechanical maintenance within the City’s buildings and include equipment replacement and facility improvements. (the “**Integrated Mechanical Services Program**” or “**Program**”).

All work to be done under this Contract has been divided into two categories:

1. Program Management and Preconstruction services task orders; and
2. Mechanical Construction Services work orders

All work will be authorized by task order or work order. These two types of task/work orders have unique requirements related to procurement, pricing and payment. The City may in its sole discretion decide to procure and perform mechanical maintenance work using alternative methods.

1.2 Program Management and Preconstruction Services. Program management, preconstruction services and inhouse engineering task order work may include, but is not limited to:

1. **Program Management** Billed Hourly
 - a. Services to manage overall program
 - b. Project and Facility Scope Assessments
 - c. Safety Management
 - d. Quality Management
 - e. Overall Program Scheduling
2. **Preconstruction** Billed Hourly
 - a. Visit site to develop complete scope of work and preliminary schedule for each project
 - b. Develop Preconstruction Cost for each project
 - c. Meetings with customers to review expectations of the project
 - d. Consultation and recommendations related to budgeting, cost analysis of various design and phasing options, and constructability.
 - e. Determine alternatives that maximize energy performance
 - f. Detailed construction cost estimate Develop design and construction schedule for each approved project
 - g. Management of long lead items as needed to maintain schedules
 - h. Coordination with subcontractors as necessary for preconstruction activities
 - i. Perform constructability review

- j. Coordinate with utility companies
- 3. **Inhouse Engineering Work Billed Hourly**
 - a. Develop preliminary engineering as needed to complete preconstruction services
 - b. Level of design documents required will be determined based on the project's scope of work. For large or complex projects expect to illustrate the scope of work and describe the construction requirements for each trade. Establish the complete scope including equipment schedules and specifications as appropriate for each design stage. Develop SD's, DD's, and CD's. For smaller projects the Project Manager may agree to go directly to CD's. Project Manager may also agree that like-for-like equipment replacement may not need design documents
 - c. Establish in detail the quality levels of materials and systems required for the Project
 - d. Completely coordinated set of documents with all subcontractors, as needed, including general trades, electrical and structural engineering
 - e. Complete set of construction documents that will be submitted by the Contractor for construction permit
 - f. Complete calculations to right size all new equipment, complete building load calculations as needed
 - g. Develop and coordinate all sequence of operation changes to BAS
 - h. Review utility rebate options

1.3 Mechanical Construction Work. "Mechanical Construction Work" is the work required to complete construction in accordance with all applicable codes, specifications and drawings as authorized by a work order in full compliance with all applicable environmental, health and safety requirements and includes:

- a. Conduct a pre-construction conference
- b. Submit for and obtain all necessary building permits. Be responsible for responding to all Building Department review comments.
- c. Observe the work in progress for conformance with the Contract Documents and Scope of Work.
- d. Perform field inspections and other quality control activities.
- e. Monitor and update construction schedules throughout the course of construction.
- f. Oversee subcontractor's work.
- g. Provide for the safety of the workers.
- h. Manage change orders and obtain required local agency approval.
- i. Manage submittals and monitor City and designer's review activities.
- j. Manage Requests for Information (RFI).

- k. Apply for any available utility rebates.
- l. Establish a punch list system.
- m. Project Closeout
- n. Punch List(s), Review requests for Substantial and Final Completion
- o. Complete all required project closeout documentation per the contract and the general conditions to the contract including O&M Manuals and Owner training.

1.4 Direct Cost of the Work. The “**Direct Cost of the Work**” or “**Direct Cost**” of the work is only relevant to mechanical construction work orders and includes self-performed mechanical construction work, material, and subcontractors labor.

1.5 Material is defined for the purposes of this contract as material, supplies, and installed equipment incorporated into or consumed by the Work. Material requires competitive pricing.

1.6 Equipment is defined for the purposes of this contract as actual cost of owned or rented equipment, other than small tools and does not require competitive pricing.

1.7 Contractor’s Management Fee. “**Contractor’s Management Fee**” or “**Fixed Fee**” is the fixed percentage applied to the Direct Cost only. Contractor’s Fixed Fee includes all Contractor overhead and profit. Fixed Fee is applied to everything other than General Conditions and Task Orders. Contractor’s Fixed Fee is 15% of the Direct Cost of the Work. Contractor’s Fixed Fee is only relevant to mechanical construction work orders.

1.8 “Contractor’s General Conditions Costs” or “**General Conditions**” are only the following costs incurred by the Contractor that are only relevant to mechanical construction work orders:

- a) the actual cost of taxes,
- b) bonds,
- c) insurance and permits.

1.9 Task and Work Order Maximum. Each task or work order will include a “**Task/Work Order Maximum.**”

- a) The **Task Order Maximum** for Program Management and Preconstruction tasks will be a negotiated not to exceed amount calculated using negotiated estimates of hours and units required to complete the work at the hourly and unit rates proposed by Contractor and attached as **Exhibit A**. These may include a negotiated amount for additional related work that will be subject to the Task Order Maximum.
- b) The **Work Order Maximum**, is the Lump Sum. Mechanical Construction Work Orders will be determined by applying the following formula:

$$\text{Direct Cost} + \text{Contractor’s Fixed Fee} + \text{General Conditions} = \text{Lump Sum}$$

Contractor’s total compensation for completing all work required by a Work Order will not exceed the Work Order Maximum unless the Work Order Maximum is adjusted by Change Order.

1.10 Project Manager. The City’s Department of Public Works will designate a City Project Manager as the single point of contact for this Agreement. The Contractor shall plan, staff and coordinate its activities so that the Project can be effectively managed by the City Project Manager.

1.11 Executive Director. The terms “Executive Director of Public Works,” ”Executive Director”, “Manager of Public Works” and “Manager” are interchangeable and shall have the same meaning.

2.0 PROGRAM SERVICES

2.1 Program Management and Preconstruction Services. The following services are part of all Program Management and Preconstruction Services Task Orders unless explicitly excluded:

2.1.1 Program Administration. The Contractor will provide overall Program administration service necessary or required to complete each Project. This includes all management, contract administration, subcontractor coordination, quality assurance, meeting schedules. The Contractor shall implement and maintain a project controls system with full access to the project information by all project stake holders. The Contractor shall also be responsible for the close-out process on all task and work orders.

This administration includes regular meetings with the City to communicate progress with these requirements, budget, schedule and issues updates and periodic reports as may be reasonably requested by the City for each Project.

2.1.2 Management. For each funded and authorized Work Order, the Contractor shall manage, at risk, the Work from receipt and acceptance of a Work Order to final completion and acceptance of the Work by the City. The Contractor will provide all management services required to satisfactorily complete each Work Order including subcontractor management and subcontract administration and oversight.

2.1.3 Project Closeout. The Contractor shall submit a Closeout plan at the beginning of the Project for City review and acceptance. The Plan will detail the methodology by which each Work Order and the overall Project closeout requirements will be met as well as how warranty issues (if applicable) will be addressed, all in accordance with 2011 Yellow Book General Conditions.

2.1.4 Administration – M/WBE Compliance Plan and Prevailing Wage. Contractor shall ensure compliance with the M/WBE Compliance Plan attached as **Exhibit O** and all requirements of the M/WBE program. In addition, Contractor shall ensure compliance with the requirements of the City’s Prevailing Wage ordinance and program.

2.1.5 Meetings and Reports. At a minimum, a weekly progress meeting will be held at the Project level between the Contractor and the City. Meeting minutes and agendas will be issued for each meeting held by the Contractor prior to the following meeting. Regular reviews and site visits of Work underway will also occur. Monthly status reports will be included with pay application submittals to show progress against applicable Master Program Schedules (maintained by the City), Project Budget, M/WBE Compliance Plan, percent complete, and budget performance. The Contractor shall also provide regular reports to the

City's designated Project Manager on the progress of work of each Work Order in the form and including the information directed by the City.

2.1.6 Program and Preconstruction Services Staffing. The Contractor will establish a core team of management staff who will not be replaced without prior approval from the City. It is required that the core team is staffed appropriately to deliver the Project with City's single Project Manager. Key Personnel are listed in **Exhibit B**. The Key Personnel will direct the day-to-day activities of the Work and provide regular communication with the City in terms of progress towards its completion.

2.1.7 Key Personnel – General Requirements.

2.1.7.1 All Key Personnel identified in **Exhibit B** will be assigned by the Contractor to provide services under this Contract.

2.1.7.2 The Contractor shall submit to the Project Manager a list of any additional Key Personnel who will perform work under this Agreement within thirty (30) days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks assigned.

2.1.7.3 Such additional Key Personnel must be recommended by the Contractor and approved by the City Project Manager before they are assigned to perform work or services under this Contract. It is the intent of the parties hereto that all Key Personnel be engaged to perform their specialty for all such services required by this Contract and that the Contractor's Key Personnel be retained for the life of this Contract to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

2.1.7.4 If the Contractor decides to replace any of its Key Personnel, the Contractor shall notify the Project Manager in writing of the desired change. No such changes shall be made until replacement personnel are recommended by the Contractor and approved in writing by the Project Manager. The Project Manager's approval shall not be unreasonably withheld.

2.1.8 Key Personnel – Specific Positions. The Key Personnel will consist of, at a minimum, the following personnel:

2.1.8.1 Preconstruction Manager. Contractor shall designate a Preconstruction Manager responsible for the overall coordination and management of entire project. Preconstruction Manager shall be direct contact for all Preconstruction and Estimating Services in charge of all cost, schedule control, and procurement of the individual Work Orders assigned by the City. Preconstruction manager will act as a single point of contact for the City in all matters related to the Project. The Preconstruction Manager may be responsible for, among other duties: managing the M/WBE program to ensure that the M/WBE Compliance Plan is implemented and followed; project records, files, correspondence, such as prevailing wage reports; ensuring compliance for all records retention, reporting, and audit issues; and maintaining the permit logs for each Work Order and final quality documentation.

2.1.8.2 Contractor Project Manager. Contractor shall designate a Contractor Project Manager ("CPM") responsible for the management of each Work Order for Mechanical Services. The CPM may act as a single point of contact for the City in all matters related to the Work Order. All field supervision staff for each individual Work Order will report to the CPM. The CPM may be responsible for, among other duties: work order schedule,

coordinating construction activities with Customer, payments to subcontractors and managing the M/WBE program to ensure that the M/WBE Compliance Plan is implemented and followed; project records, files, correspondence, and submittals issued by subcontractors; tracking submittals, such as prevailing wage reports; ensuring compliance for all records retention, reporting, and audit issues; and maintaining the permit logs for each Work Order and final quality documentation

3.0 INTEGRATED MECHANICAL SERVICES PROJECT DELIVERY

3.1 Task Order Pricing Request.

The City will issue to the Contractor a Task Order Proposal Requests in the form attached as **Exhibit C**. Each Proposal Request will be for either program, preconstruction management and/or inhouse engineering services. Task Order Proposal Requests will identify the needed scope of work and applicable schedule requirements. Each Request will result in a final Task Order Pricing Proposal from the Contractor incorporating the City's request.

3.2 Work Order Pricing Request.

The City will issue to the Contractor Work Order Proposal Requests in the form attached as **Exhibit C**. Each Proposal Request will be for Mechanical Construction work. Work Order Proposal Requests will identify the agreed upon scope of work and applicable schedule requirements. Proposal Requests for Mechanical Services will identify the performance period, any liquidated damage requirements, and other specific terms and conditions. Each Request will result in a final Work Order Pricing Proposal from the Contractor incorporating the City's request.

3.3 Procurement and Pricing Proposal.

3.3.1 Program and Preconstruction Task Orders. Upon receipt of a Task Order Pricing request for Program and Preconstruction Work, Contractor will expeditiously prepare a Pricing Proposal with estimated hours and units required to complete the requested work using the hourly rates and unit prices rates proposed by Contractor and attached as **Exhibit A**. Pricing for such task orders will be paid pursuant to fully burdened hourly rates set forth in paragraph 7.1.

3.3.2 Mechanical Construction Work Orders. Upon receipt of a Work Order Pricing request for Mechanical Construction Work, Contractor will expeditiously prepare a Work Order Pricing Proposal. The lump-sum pricing for each project shall be transparent and available for review and negotiation with the City's Project Manager (pricing shall include all labor hours, at the rate set forth in **Exhibit A** competitive material pricing, competitive subcontractor pricing and Contractor's fixed fee). The contractor shall obtain three (3) bids for materials and subcontractor work unless prior approval by the City Project Manager in writing. The City may reject any subcontractor if, in its sole discretion, the City determines the subcontractor is not qualified, is not responsible, for any reason listed in General Condition 502 of the City's General Conditions for Construction 2011 Edition or that it is not in the City's best interest to have the subcontractor perform the proposed work. In the event that the City decides in its sole discretion to move forward with a project, a Work Order will be executed with a Lump Sum Work Order, completion, completion deadlines and details of the Work. Each such Work

Order will be based on a schedule of values to measure progress and establish payment for the Work during a particular pay period.

3.4 Work/Task Order Review and Execution.

3.4.1 Work/Task Order Review. The City will review the Contractor's final Task Order or Work Order Pricing Proposal and, as necessary, perform any reconciliation, confirmation, verification and negotiation activities with the Contractor required by the City to establish a complete understanding between the City and the Contractor as to the terms of Work Order and Task Order performance. Such activities shall be documented for each Work/Task Order. Competitive pricing for material shall be reviewed and labor hours will be evaluated using industry references such as RS Means and MCAA. If the Proposal is ultimately acceptable to the City, the City will issue a Work/Task Order, on either a Program and Preconstruction Task Order in the form attached as **Exhibit D**, or a Mechanical Construction Work Order in the form attached as **Exhibit D** funding and authorizing the Contractor to perform the Work in accordance with the terms and conditions of the Work Order, the Work Order Pricing Proposal, this Contract and the Contract Documents.

3.4.2 Work/Task Order Execution. The fully executed Work/Task Order will authorize the Work under the terms and conditions set forth therein, upon the appropriation and encumbrance of the full amount of funds required to compensate the Contractor for the Work identified in the Work/Task Order. Under the Work/Task Order, the Contractor shall agree to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the Work described in any Work/Task Order issued by the City in accordance with the terms and conditions set forth herein. Further, the Contractor agrees to perform, or cause to be performed, and complete each issued Work/Task Order within the period of performance specified in the Work/Task Order and Notice to Proceed, plus such extensions of time as may be granted by the Executive Director in accordance with the provisions of the Contract Documents and General Contract Conditions incorporated herein.

3.4.3 Notice to Proceed. Following issuance of a Task Order or Work Order, the Project Manager shall issue a Notice to Proceed and the Contractor shall have ten (10) consecutive calendar days from the date of Notice to Proceed to commence with the Work and prosecute it to conclusion in accordance with the terms and conditions of the Work Order and the Contract Documents. Each Notice to Proceed issued will be in the form attached hereto and incorporated herein as **Exhibit H**.

3.5 Work Order - General. The Contractor will complete, or cause to be completed, the Work in accordance with the terms and conditions of the Work Order. Mechanical Construction services shall be performed by licensed contractors, selected and paid by the Contractor and acting in the interest of the Contractor.

3.5.1 Application of General Conditions to Each Work Order. The City and County of Denver Standard Specifications for Construction General Contract Conditions, 2011 Edition (General Conditions) shall apply to this Contract as if incorporated separately for the Work of each Work Order issued hereunder as modified by the terms of this Contract and as supplemented by the following: Given that all Work will be authorized by Work Order issued in accordance with the terms and conditions set forth herein, certain provisions, terms and conditions included in the General Contract Conditions either will not apply or will apply on a

Work Order by Work Order basis rather than an overall Contract basis. Any variance to the applicability of the General Conditions shall be requested by the Contractor for approval by the City Project Manager.

3.5.1.1 Work. The term “Work”, as used in the Contract Documents shall mean the Contractor’s equipment and physical plant, labor, management, administration, supervision, materials and supplies, and all other things needed to assemble, manufacture, complete or perform any Work or Task Order issued pursuant to the Contract Documents. Unless otherwise specified or clearly inapplicable from the context of a given provision, each and every General Contract Condition contained or referenced in the Contract Documents shall apply to and control all Work performed hereunder on a Work Order by Work Order basis.

3.5.2 PERFORMANCE AND PAYMENT BOND

Title 15 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

A Performance and Payment Bond, in the form included in these Contract Documents, shall be furnished covering all Work performed hereunder. An initial bond in the amount of **One hundred fifty thousand Dollars and No Cents (\$150,000.00)** shall be provided at the time of Contract execution. As additional Work is authorized Contractor shall provide properly executed bond Change Riders, in the form included in these Contract Documents, in amount(s) not less than one hundred percent (100%) of all Work for which Final Settlement has not occurred.

3.5.3 Insurance. General Condition 1601 is hereby deleted in its entirety and replaced with the following:

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

3.5.3.2 Proof of Insurance. Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit G**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

3.5.3.4 Waiver of Subrogation. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

3.5.3.5 Subcontractors. All subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor unless the City's Risk Manager waives the requirement for specific coverage for a specific subcontractor in writing. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors upon request by the City.

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

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

3.5.3.8 Business Automobile Liability. Contractor shall maintain minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage

endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

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

3.5.3.10 Professional Liability (Errors & Omissions). Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

3.5.3.11 Additional Provisions.

3.5.3.11.1 For Commercial General Liability, the policies must provide the following:

3.5.3.11.1.1 That this Agreement is an Insured Contract under the policy;

3.5.3.11.1.2 Defense costs are outside the limits of liability;

3.5.3.11.1.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

3.5.3.11.1.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

3.5.3.11.2 For claims-made coverage:

3.5.3.11.2.1 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.

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

3.5.4 Liquidated Damages. Title 6 of the General Conditions shall apply to each Work Order, as supplemented by the following:

3.5.4.1 Should the Contractor fail to complete any Work Order within the Contract Time allocated in that Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, **at the liquidated damages rate specified in that Work Order**, for each consecutive calendar day that the Contractor exceeds the period of performance specified in the Work Order, all in accordance with the provisions of General Contract Condition 602.

If the Contract fails to commence work within ten (10) consecutive calendar days of the date of issuance of a Notice to Proceed for a referenced Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the liquidated damages rate specified in the fully executed Work Order, for each consecutive calendar day after the expiration of the initial ten (10) day period after issuance of a Notice to Proceed that the contractor fails to commence Work on a fully executed Work Order issued by the City, all in accordance with provisions of General Contract Condition 602.

3.5.4.2 Representative hourly rates for the City administrative costs described in General Contract Condition 602.2 shall be as follows for this Project:

Project Manager	\$69/hour
Project Engineer	\$63/hour
Inspector	\$49/hour
Surveying, if necessary	\$100/hour

3.5.5 Subcontracts. Title 5 of the General Conditions shall generally apply to this Contract as supplemented by the following:

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

3.5.6 Task Order Changes. The Contractor agrees to discuss the City's program and budget for each assigned task with the Project Manager and further agrees, unless it has notified the City in writing that the task cannot be accomplished within such budget, to accomplish the task within the intent of the program and final proposal cost. Should the Contractor determine that an assigned task cannot be accomplished within the final proposed cost, the Contractor shall immediately notify the Project Manager, in writing.

3.5.6.1. Contractor shall prepare a proposal with a maximum estimated fee for a particular task. Contractor agrees to complete the task within the limits of the approved final proposal cost, unless otherwise modified by the City. Should all task work exceed such cost, the Contractor agrees to complete the Task at no additional cost to City and, in a manner acceptable to the City. Task Order Changes will be priced using the same method used for Task Orders.

3.5.7 Work Order Changes. Title 11 of the General Contract Conditions shall apply to this Contract, on a Work Order by Work Order basis, as supplemented by the following:

3.5.7.1 In accordance with the terms and conditions of Title 11 of the General Contract Conditions, as modified below, the City may issue Work Order Changes providing for deletions, additions and modifications to the Work under a duly issued Work Order. Work Order Changes must be issued on the Work Order Change Form attached as **Exhibit I**. Work Order Changes will be priced using the same method used for Work Orders. The procurement requirements for Work Orders may not apply to Work Order Changes. The Contractor and Project Manager will agree on the extent to which Contractor will be required to

obtain bids on Work Order Changes. All Work Order Changes will include a not to exceed maximum amount.

3.5.7.2 The Work Order Change will identify any increase or decrease in the cost, change in the period of performance and any other modifications to the performance requirements for that particular Work Order.

3.5.8 Substantial Completion. When the Contractor considers the Work to be substantially complete he will request that the City inspect the work and a punch list will be developed. Upon completion of the inspection, if the Project Manager determines the Work Order complete, a Certificate of Substantial Completion, in the form attached hereto as **Exhibit J**, will be issued by the City.

3.5.9 Final Completion. Upon satisfactory completion and final acceptance of each Work Order in accordance with this Contract and the General Conditions, a Work Order Final Acceptance Notice will be issued, in the form attached hereto as **Exhibit K**. Final payment for the Work Order, including payment of all related retention, will be made in accordance with the Contract Documents. A Consent of Surety, must be submitted at or before the time final payment is made.

3.5.10 Multiple Work Orders. It is anticipated that multiple Work Orders will be issued and underway at the same time and the Contractor will not be entitled to any additional compensation for performance on multiple Work Orders at the same time.

3.5.11 No Guarantee of Work. Under the terms of this Contract, the City, in its sole discretion, will issue Work Orders and nothing contained herein shall be construed by the Contractor as promise or guarantee of any minimum amount of Work, Work Orders or compensation hereunder.

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

General Contract Conditions (incorporated by reference, Index attached)

Request for Proposal dated August 21, 2018 (incorporated herein by reference)

Contractor’s Request for Proposal Response dated September 20, 2018 (incorporated herein by reference)

Exhibit A – Type 1 Task Orders and Type 2 Work Order Rate Sheet

- Exhibit B – List of Key Personnel
- Exhibit C – Task and Work Order Proposal Request Form
- Exhibit D – Task and Work Order Form and Pricing Forms
- Exhibit E - Performance and Payment Bond
- Exhibit F – Bond Rider
- Exhibit G – Certificate of Insurance
- Exhibit H – Task and Work Order Notice to Proceed
- Exhibit I – Task and Work Order Change Form
- Exhibit J - Work Order Substantial Completion Notice Form
- Exhibit K – Work Order Final Acceptance Notice Form
- Exhibit L –[Reserved]
- Exhibit M – Final/Partial Lien Release Form
- Exhibit N – Contractor’s Certificate of Payment Form
- Exhibit O – Accepted M/WBE Program Compliance Plan
- Exhibit P – Rules and Regulations Regarding Equal Opportunity
- Exhibit Q – Prevailing Wage Rates

4.1 Order of Precedence. If anything in the Contract Documents is inconsistent with this Contract, this Contract will govern. The order of precedence of the Contract Documents shall be as follows, in descending order:

1. this Contract;
2. each fully executed Work/Task Order;
3. the General Contract Conditions;
4. all other Exhibits.

4.2 Intent of Integrated Mechanical Services. 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 each Work Order. The Work Order and 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 Work Order or Contract Documents will be required unless they are not consistent with the Work Order or Contract Documents and are not inferable from the Work Order or the Contract Documents as being necessary to produce the result intended by the Work Order. Words and abbreviations that have well known technical or trade meanings are used in any Work Order or the Contract Documents in accordance with such recognized meaning.

4.3 Work Orders. It is contemplated by the parties that sequential Work Orders with attachments are incorporated by reference and made a part of the Contract Documents. The incorporation of such Work Orders shall be accomplished by execution and issuance of each Work Order by the City and accepted by the Contractor.

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

4.5 Specifications. All Work performed under the terms of this Contract shall be governed by the applicable provisions of the following latest editions:

City and County of Denver:

Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS,
2011 Edition. (“Yellow Book”)

Building & Fire Codes:

Building Code of the City and County of Denver
(International Building Code 2015 Series, City and County of Denver
Amendments 2016)

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

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

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

4.6 Amendments to Certain General Contract Conditions. The following amendments to the General Contract Conditions (“Yellow Book”) shall apply to this Contract. This Contract also contains other provisions amending certain General Contract Conditions.

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

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

4.6.2 With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, The City’s Executive Director of Public Works (“Director”) is the City’s representative responsible for authorizing and approving the work performed under this

Agreement. The Director hereby designates the City Engineer as the Director's authorized representative for the purpose of designating a Project Manager, for the purpose of issuing a written Notice to Proceed and for purposes of administering, coordinating and finally approving the work performed by the Design Contractor under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Contractor, except for approvals which are specifically identified in this Agreement as requiring the Director's approval. The Director expressly reserves the right to designate another authorized representative to perform on the Director's behalf by written notice to the Design Contractor.

Denver Department of Public Works

Project Manager
Scott McFarland

Telephone
720-913-4515

4.6.3 [Reserved]

4.6.4 Inspection. General Condition 1701, CONSTRUCTION INSPECTION BY THE CITY, is modified to read in full as follows:

.1 Persons who are employees of the City or who are under contract to the City will have the right to inspect and test the Work. However, any inspections by the City will not reduce or replace Contractor's QA/QC responsibilities under this Agreement. These persons may perform any tests and observe the Work to determine whether or not materials used, manufacturing, and processes and methods applied satisfy the requirements of the 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 at no cost to the City means of safe access to the Work. In addition, Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

.2 If applicable, the Building Inspection Division 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.

.3 When any unit of government or political subdivision, utility or Railroad Corporation is to pay a portion of the cost of the Work, its respective representatives shall have the right to inspect the Work. This inspection shall not make any unit of government or political subdivision, utility or Railroad Corporation a party to the Contract, and shall not interfere with the rights of either party.

4.6.5 Disposal of Non-Hazardous Waste at DADS. In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., the Contractor 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 demolition debris, soil and asbestos. Contractor shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

4.6.6 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.

4.6.7 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 Contract.

4.6.8 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.

4.6.9 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, renovation, and demolition 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.

<https://www.denvergov.org/content/denvergov/en/contract-administration/contractor-resources.html>

4.6.10 Compliance with Environmental Requirements. It shall be a continuing requirement under this Contract that Contractor ensure that all services and work performed pursuant to this agreement be performed in full compliance with all environmental laws, regulations and requirements.

5.0 RELATIONSHIP OF THE PARTIES; REPRESENTATIVES

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

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

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

6.0 COORDINATION AND COOPERATION

6.1 The Contractor agrees to cooperate and coordinate fully with the City in its performance of the Work on each Work Order 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 development of general public improvements.

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

6.3 The Contractor shall be responsible for taking accurate and comprehensive minutes at all Project meetings attended by the Contractor regarding each Work Order. 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.

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

7.0 COMPENSATION

7.1 Compensation – Program Management, Inhouse Engineering and Preconstruction Work. Contractor will be paid for hours worked at the hourly rates set forth in **Exhibit A** for Project Management and Preconstruction Services for work authorized by executed Task Order.

7.1.1 Payments to Contractors for Program Management, Preconstruction Services and Inhouse Engineering Task Orders, Invoices:

The Contractor shall invoice and be paid monthly based on hours worked at hourly rates included in **Exhibit A**, reimbursable expenses and additional services all subject to the maximum task order amount and the Maximum Contract Amount. Such invoices shall reflect the Contractor's actual hours, sub-contractor costs and reimbursable costs, and shall be based on the hourly rates or other rates for services contained in **Exhibit A**. The rates contained in **Exhibit A** can be modified only by a written amendatory or other agreement executed by the parties and signed by the signatories to this Agreement. The Contractor shall maintain contemporaneous hourly records of the actual hours worked by its personnel and subcontractors, records of all allowable reimbursable expenses, and records of expendable supplies and services as necessary to support any audits by the City, and shall bill the City monthly for fees and costs accrued during the preceding month. The Contractor's invoice shall be separated by task order. Upon submission of such invoices to the City Project Manager, and approval by the City, payment shall issue. Final payment to the Contractor, for each assigned task, shall not be made until after the task is accepted and deliverables are delivered to the City, and the duties agreed to in the approved task proposal for that task are otherwise fully performed by the Contractor.

7.2 Compensation – Mechanical Construction Work. Contractor will be paid based upon the percentage of work completed using an approved schedule of values and subject to the Work Order Maximum.

7.2.1 Payments to Contractor for Work Orders: Work Order requests for payment shall be submitted as monthly invoices to the City Project Manager. Contractor further agrees that, to the fullest extent possible, the City shall be entitled to all non-Confidential records, reports, data and other information related to the Project that are available to Contractor, including, but not limited to, information related to Contractor and subcontractor billings. Applications for payment shall be based on the Contract and 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/FCPM	Scott McFarland	(720) 913-4515

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

7.2.1.1 The estimate of Work completed shall be based on percent complete of approved lump sum or the approved schedule of values, as applicable.

7.2.1.2 Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.

7.2.1.3 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.

In accordance with General Contract condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, Applications for Payment must be accompanied by completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, **AND/OR** the Contractors' Certification of Payment Form. Final Pay Applications must be accompanied by Final Claim Release Form(s) from all subcontractors and suppliers for that Work Order. The forms, Final/Partial Release and Certificate of Payment (Subcontractor/Supplier) and the Contractor's Certification of Payment, both of which must be used are attached as **Exhibit M** and **Exhibit N** respectively.

7.2.1.4 Retainage will be withheld from each work order in accordance with General Contract condition 908, RETAINAGE, until Final Acceptance has been issued and all other conditions are met.

7.3 Work/Task Order Maximum. Contractor's total compensation for completing all work required by a Work/Task Order will not exceed the Work/Task Order Maximum unless the Work/Task Order Maximum is adjusted by a properly executed Change Order.

7.4 Project Savings. In the event that the final cost of any Work/Task Order, including all adjustments for Work/Task Order changes, is less than the amount budgeted for that Work/Task Order, one hundred percent (100%) of the savings shall inure to the benefit of the City. The Contractor acknowledges that, subject to available funding, it is the desire of the City to incorporate as much work into the Project as reasonable or otherwise increase the Work to be performed by the Contractor.

7.5 Maximum Contract Amount. Notwithstanding any other provision of this Contract, the City's maximum payment obligation as a result of this Contract will not exceed **Twelve Million dollars (\$12,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed beyond those properly authorized by executed Task/Work Orders are performed at Contractor's risk and without authorization under the Agreement.

7.6 Appropriation. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

7.7 Indemnification. Section 1602, Indemnification, of the General Conditions is applicable to this Agreement and is incorporated into this paragraph 7 as if fully set forth herein.

8.0 TERM. The Agreement will commence on execution and will expire three (3) years thereafter unless it is extended by written amendment. Contractor may complete any work authorized by a properly executed Work Order before the term expires and the term of this agreement will extend until the Work is completed or the agreement is terminated by the Executive Director.

9.0 ADDITIONAL PROVISIONS

9.1 No Discrimination in Employment. In connection with the performance of the Work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender expression or gender identity, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder. Further, the Contractor agrees to comply with the provisions of Section 28-45 to 28-47, DRMC, and all Rules and Regulations promulgated and adopted by the Executive Director of Public Works pursuant thereto relating to non-discrimination in employment by contractors, subcontractors and suppliers receiving compensation for work performed on each Work Order as stated in **Exhibit D**.

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

9.3 Compliance with Minority/Women Business Enterprise Requirements. In accordance with the requirements of the M/WBE Ordinance, the Project goal of **14%** for Minority and Women Business Enterprise (M/WBE) Participation has been set for the Project in this Contract and must be met with certified participants as set forth in Section 28-60(b). Section 28-60(b) provides that for contracts let by means of a competitive process, rather than a competitive bid process, a department head may require proposers to address the Project goal by means of a compliance plan, as authorized by the Director. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of the approved Compliance Plan attached as **Exhibit O**. This Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 29-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the “M/WBE Ordinance”.

9.4 Compliance with Wage Rate Requirements. Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the

contract were encumbered. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit Q** and incorporated herein by reference.

Date bid or request for qualifications/proposals was advertised **August 21, 2018**.

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

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

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

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

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

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

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

9.7 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.

9.8 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 Contract.

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

9.10 Proprietary or Confidential Information.

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

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

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

9.12 Professional Obligations.

9.12.1 Applicable Laws. The Contractor agrees to strictly conform to and be bound by written standards, criteria, and memoranda of policy furnished to him by the City and further agrees to perform all work and services in strict compliance with applicable laws, statutes, codes, ordinances, rules and regulations, and industry standards.

9.12.2 Professional Responsibility. All of the work performed by the Contractor under this Contract shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work or services of a similar nature to the work or services described in this Contract.

9.12.3 No Waiver. The responsibilities and obligations of the Contractor under this Contract shall not be relieved or affected in any respect by the presence on the site of any agent, contractor, subcontractor, or employee of the City.

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

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

If to the Contractor: Murphy Company Mechanical Contractors and Engineers
3790 Wheeling St.
Denver, Colorado 80239

If to the City: Executive Director of Public Works
Department of Public Works
City and County of Denver
201 West Colfax, Department 608
Denver, Colorado 80202

With a copy to: David Huntsinger
Engineering Manager
Department of Public Works Capital Projects Management
201 West Colfax, Department 506
Denver, CO 80202

And a copy to: Jill Ferguson
Assistant City Attorney
City and County of Denver
201 West Colfax, Department 1207
Denver, Colorado 80202

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

9.16 Contract Binding. It is agreed that this Contract shall be binding on and insure to the benefit of the parties hereto, their heirs, executors, administrators, successors and duly authorized assigns.

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

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

9.19 Severability. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Contract, except for the provisions of this 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 Contract did not contain the particular part, term or provision held to be invalid.

[SIGNATURE PAGES FOLLOW]

Exhibit A

Hourly Rates Form

List ALL potential firm personnel titles/classification that may be utilized for Task Orders under the Agreement, and their respective fully burdened hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Precon. Manager	Will Manage all design and budgeting.	\$115/Hr
Project Manager	Will be the Murphy P.O.C. for all activities related to the contract.	\$115/Hr
Estimator	Will support Precon Mngr for budgeting.	\$80/Hr
Engineer	Will support Sr. Eng for design.	\$100/Hr
Sr. Engineer	Will lead the design and engineering efforts.	\$110/Hr
Clerical Services	Will support the project mngmnt team.	\$60/Hr
CAD/BIM Operator	Will support development of the required design documents.	\$90/Hr
Project Engineer	Will support the development of schedules & management of subs.	\$85/Hr
Field Foreman	Will support the development of schedules & review constructibility.	\$85/Hr
Project Exec	Will support the entire process and be responsible for a successful contract.	Incldd in Fee

The City will not compensate for expenses such as postage, mileage, parking, or telephone costs. Such costs are, in all such instances, included in the hourly rates paid by the City. Reproduction of submittals requested by the City including such items as reports, drawings, record drawings, reproducibles, etc. are not included in the hourly rates, and will be itemized as a not-to-exceed reproducible expense and will be reimbursed at actual cost.

For any services provided by KLOK Group, compensation will be done on a time basis at the following hourly rate schedule:

Principal	\$200/hour
Project Manager	\$140/hour
Project Engineer	\$130/hour
Designer	\$115/hour
CAD Operator	\$95/hour
Administrative Staff	\$80/hour

Exhibit A



3790 Wheeling Street
Denver, CO 80239-5541
phone 303-371-6600
fax 303-371-6616

WAGE RATE TABLE

EFFECTIVE DATES:		6/1/18 to 5/31/19	6/1/18 to 5/31/19	7/1/18 to 6/30/19
CLASS		PLUMBER LOCAL 3 COST RATE/HR.	PIPEFITTER LOCAL 208 COST RATE/HR.	SHEETMETAL LOCAL 9 COST RATE/HR.
GEN FOREMAN	ST	\$72.12	\$72.03	\$71.83
	T 1/2	\$97.91	\$97.48	\$96.50
	DT	\$123.70	\$122.94	\$121.32
FOREMAN	ST	\$69.82	\$69.79	\$67.41
	T 1/2	\$94.55	\$94.21	\$90.05
	DT	\$119.28	\$118.63	\$112.84
JOURNEYMAN	ST	\$64.70	\$64.79	\$62.48
	T 1/2	\$87.32	\$87.16	\$83.09
	DT	\$109.94	\$109.52	\$103.86
85% APPRENTICE	ST	\$57.78	\$57.90	NA
	T 1/2	\$77.23	\$77.18	NA
	DT	\$96.68	\$96.46	NA
80% APPRENTICE	ST	\$55.47	\$55.65	\$51.80
	T 1/2	\$73.87	\$73.90	\$68.27
	DT	\$92.26	\$92.15	\$84.89
70% APPRENTICE	ST	\$49.88	\$49.99	\$46.46
	T 1/2	\$65.72	\$65.64	\$60.85
	DT	\$81.55	\$81.30	\$75.40
60% APPRENTICE	ST	\$44.94	\$45.10	\$41.13
	T 1/2	\$58.51	\$58.52	\$53.44
	DT	\$72.09	\$71.94	\$65.91
55% APPRENTICE	ST	\$36.22	\$36.20	NA
	T 1/2	\$48.58	\$48.41	NA
	DT	\$60.95	\$60.62	NA
50% APPRENTICE	ST	\$33.91	\$33.95	\$35.81
	T 1/2	\$45.22	\$45.13	\$46.04
	DT	\$56.53	\$56.32	\$56.43
TRADESMAN	ST	\$28.97	\$29.07	NA
	T 1/2	\$38.02	\$38.01	NA
	DT	\$47.07	\$46.96	NA
MATERIAL HANDLER	ST	NA	NA	\$32.11
	T 1/2	NA	NA	\$41.08
	DT	NA	NA	\$50.20

Exhibit B

The Project Team

The overall leadership of the Murphy team will be provided by Doug Geist, Vice President of Preconstruction. All of the preconstruction and engineering efforts will be under the direction of Matt Tien, Preconstruction Manager. When further engineering efforts are needed, Matt Tien will enlist help from four other in-house design-build engineers. The construction team for these projects will be under the direction of Senior Project Manager Matt Maurio with the assistance of Project Engineer Chris Pettofrezzo. Depending on the scope of work of each individual project given by CCD, Murphy Company's superintendent will change, as our superintendents and foremen specialize in sheet metal, plumbing, or pipefitting.



Doug Geist

Vice President, Preconstruction

Phone: 303-576-3816 (Office) | 303-319-5265 (Cell)
Email: dgeist@murphynet.com



Matt Tien, P.E.

Preconstruction Manager

Phone: 303-576-3823 (Office) | 720-280-2327 (Cell)
Email: mtien@murphynet.com



Matt Maurio

Senior Project Manager

Phone: 303-576-3861 (Office) | 720-257-1610 (Cell)
Email: mmaurio@murphynet.com



Chris Pettofrezzo

Project Engineer

Phone: 720-763-1014 (Cell)
Email: cpettofrezzo@murphynet.com

Exhibit C

**PROPOSAL REQUEST PRICING WORKSHEET
MECHANICAL CONSTRUCTION SERVICES**

INFRASTRUCTURE PROJECTS MANAGEMENT

DEPARTMENT OF PUBLIC WORKS · CITY & COUNTY OF DENVER · 201 W. COLFAX AVE., DEPARTMENT 506 · DENVER, CO 80202 · (303) 913-4501 FAX (303) 913-4544

CONTRACTOR:	<input style="width:100%" type="text"/>	PROPOSAL REQUEST NO.:	<input style="width:100%" type="text"/>
PROJECT NO.:	<input style="width:100%" type="text"/>	WORK ORDER NO.:	<input style="width:100%" type="text"/>
PROJECT NAME:	<input style="width:100%" type="text"/>	DATE:	<input style="width:100%" type="text"/>

SUBCONTRACTOR WORK ITEMS (refer to Subcontractors' Worksheets)
SUBCONTRACTORS - Labor + Materials + Equipment (Line 15 Amounts)

TOTALS

Provide Subcontractor Worksheets for each subcontractor

SC1		
SC2		
SC3		-
SC4		-
SC5		-
SC6		-
SC7		
SC8		
SC9		
SC10		
SC11		
SC12	SUBCONTRACTORS' SUBTOTAL LABOR+MAT'L+EQUIP (Lines SC1 through SC11)	-
SC13	SUM SUBCONTRACTORS' O&P, TAX,PERMIT,BOND (Sum Line 21 Amounts)	-
SC14	TOTAL FOR SUBCONTRACTORS (Line S12 + S13)	-

NON-UNIT PRICES WORK ITEMS
PRIME MECHANICAL CONTRACTOR

LABOR

MATERIAL

EQUIPMENT

TOTALS

MC1		-	-	-	
MC2		-	-	-	
MC3		-	-	-	
MC4		-	-	-	
MC5		-	-	-	
MC6					
MC7					
MC8					
MC9	TOTAL (Lines MC1 through MC8)	-	-	-	-
MC10	MC Overhead & Profit @ ##% of Line G9				-
MC11	Sales Tax on materials 3.65%		-		-
MC12	On-Site Reimbursable Costs				
MC13	Permit Costs				-
MC14	MC SUBTOTAL (Lines MC9+MC10+MC11+MC12+MC13)				-
MC15	SubContractor Total (Line SC14)				-
MC16	MC Markup on subcontractors (##% of Line SC12)				-
MC17	Subtotal (Lines MC13+MC14+MC15)				-
MC18	Bond Cost (Not greater than 2.5% of Line MC17)				-
MC19	Total Proposal Request Lines G16 + G17				-

PROPOSAL REQUEST PRICE _____

TIME TO COMPLETE THE WORK IN THIS PROPOSAL REQUEST _____ CALENDAR DAYS

CONTRACTOR'S SIGNATURE _____

DATE _____

CONTRACTOR ON-SITE REIMBURSABLE WORKSHEET FOR PROPOSAL REQUEST CONSTRUCTION SERVICES

INFRASTRUCTURE PROJECTS MANAGEMENT

DEPARTMENT OF PUBLIC WORKS · CITY & COUNTY OF DENVER · 201 W. COLFAX AVE., DEPARTMENT 506 · DENVER, CO 80202

CONTRACTOR:

PROPOSAL REQUEST NO.:

PROJECT NO.:

PROJECT NAME:

DATE:

	ON-SITE REIMBURSABLE ITEMS	LABOR	MATERIAL	EQUIP.	TOTALS
1	xxxx = xxxxxxxxx	\$0.00	\$0.00	\$0.00	\$0.00
2		\$0.00	\$0.00	\$0.00	\$0.00
3		\$0.00	\$0.00	\$0.00	\$0.00
4		\$0.00	\$0.00	\$0.00	\$0.00
5		\$0.00	\$0.00	\$0.00	\$0.00
6		\$0.00	\$0.00	\$0.00	\$0.00
7		\$0.00	\$0.00	\$0.00	\$0.00
8		\$0.00	\$0.00	\$0.00	\$0.00
9		\$0.00	\$0.00	\$0.00	\$0.00
10		\$0.00	\$0.00	\$0.00	\$0.00
11		\$0.00	\$0.00	\$0.00	\$0.00
12					\$0.00
13					\$0.00
14					\$0.00
15	SUBTOTAL (Lines 1 through 14)	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL CONTRACTOR PROPOSAL REQUEST

\$0.00

CONTRACTOR SELF PERFORM WORKSHEET

CONSTRUCTION SERVICES

INFRASTRUCTURE PROJECTS MANAGEMENT

DEPARTMENT OF PUBLIC WORKS · CITY & COUNTY OF DENVER · 201 W. COLFAX AVE., DEPARTMENT 506 · DENVER, CO 80202

CONTRACTOR: PROPOSAL REQUEST NO.:

PROJECT NO.: WORK ORDER NO.:

PROJECT NAME: DATE:

WORK ITEM:

WORK ITEMS	LABOR	MATERIAL	EQUIP.	TOTALS
1	\$0.00	\$0.00	\$0.00	\$0.00
2	\$0.00	\$0.00	\$0.00	\$0.00
3	\$0.00	\$0.00	\$0.00	\$0.00
4	\$0.00	\$0.00	\$0.00	\$0.00
5	\$0.00	\$0.00	\$0.00	\$0.00
6	\$0.00	\$0.00	\$0.00	\$0.00
7	\$0.00	\$0.00	\$0.00	\$0.00
8	\$0.00	\$0.00	\$0.00	\$0.00
9	\$0.00	\$0.00	\$0.00	\$0.00
10	\$0.00	\$0.00	\$0.00	\$0.00
11	\$0.00	\$0.00	\$0.00	\$0.00
12	\$0.00	\$0.00	\$0.00	\$0.00
13	\$0.00	\$0.00	\$0.00	\$0.00
14	\$0.00	\$0.00	\$0.00	\$0.00
15	SUBTOTAL (Lines 1 through 14)			\$0.00

TOTAL CONTRACTOR PROPOSAL REQUEST **\$0.00**

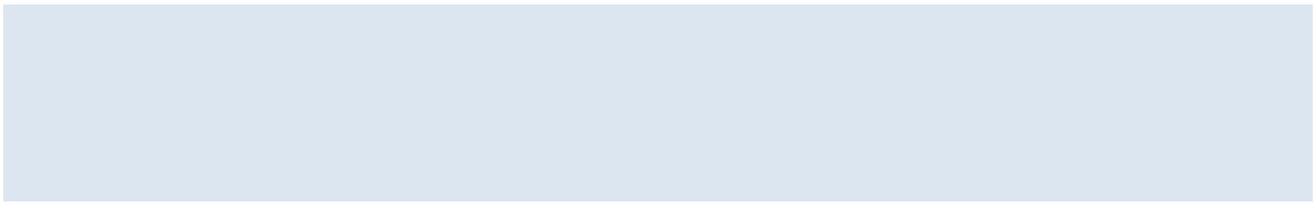
Exhibit D



Professional Services Task Order

Supplier: _____ Project Name: _____ Project Manager: _____ Alfresco No. / _____ Workday PO: _____	Supplier SC No: _____ Supplier ID: _____ Master Alfresco _____ Contract No.: _____ Task Order No.: _____ %-Complete Invoicing Allowed: _____
---	---

When this TASK ORDER has been signed by the approving parties, the work described in the consultant's proposal, without changing the terms of the Master Contract except as herein stipulated and agreed



TASK ORDER SUMMARY	
This Task Order:	\$0.00
Sum of Previous Task Orders/Changes:	\$0.00
Sum of all Task Orders:	\$0.00
<hr/>	
Maximum Contract Amount:	\$12,000,000.00
<hr/>	
Contract Capacity:	\$12,000,000.00
<hr/>	

Approved by Executive Director Public Works	Date
Approved by Director, Infrastructure Project Mgt	Date
Approved by Using Agency(s) - If Applicable	Date
Approved by Portfolio Manager	Date
Approved by Project Manager	Date

NOTE: No person shall authorize or perform any of the above work until the Task Order has all signatures and has been distributed. Distribution: DSBO@ci.denver.co.us; Project manager email, Using Agency and pw.contracts@denvergov.org (for pre-encumbrance).

Denver Public Works | Infrastructure Project Management
 201 West Colfax Avenue Dept. 506 | Denver, CO 80202
www.denvergov.org/dpw

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



Construction Work Order

Supplier: _____
 Project Name: _____
 Project Manager: _____
 Alfresco No. /
 Workday PO: _____

Mini-Bid: _____
 Supplier ID / SC: _____
 Master Alfresco
 Contract No.: _____
 Work Order No.: _____

It is hereby mutually agreed that when this Work Order has been signed by the contracting parties, the following described work order shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Scope

This sum, as indicated below, constitutes full and complete consideration, payment and satisfaction to the contractor for the above described scope of work, and the contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further moneys, extensions of time or other consideration for the above described scope of work to the contract.

THE CONTRACTOR AGREES to furnish all material and labor and perform all work required to complete the above described work in accordance with requirements for similar work covered by the work order, except as otherwise stipulated herein, for the following considerations:

The Sum of: \$0.00
 Duration: 0

Accepted by Contractor: _____ Title: _____ Date: _____

MW Golden Constructors - Large On-Call	
MASTER CONTRACT SUMMARY	
This Work Order:	\$0.00
Sum of Previous Work Orders/Changes:	\$ -
Sum of all Work Orders:	\$0.00
Maximum Contract Amount:	\$12,000,000.00
Contract Capacity:	\$12,000,000.00

_____ Approved by Executive Director Public Works	_____ Date
_____ Approved by City Attorney	_____ Date
_____ Approved by Director, Infrastructure Project Mgt	_____ Date
_____ Approved by Using Agency(s) - If Applicable	_____ Date
_____ Approved by Portfolio Manager	_____ Date
_____ Approved by Project Manager	_____ Date

NOTE: No person shall authorize or perform any of the above work until the work order has all signatures and has been distributed. Distribution: Prevailing Wage: AUDPWPayRequest@denvergov.org; DSBO@ci.denver.co.us; Project manager email, Using Agency and pw.contracts@denvergov.org (for pre-encumbrance).

EXHIBIT E

PERFORMANCE AND PAYMENT BOND

CITY AND COUNTY OF DENVER

**DEPARTMENT OF PUBLIC WORKS
PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Murphy Company Mechanical Contractors and Engineers, a corporation organized and existing under and by virtue of the laws of the State of MO, hereafter referred to as the "Contractor", and Fidelity and Deposit Company of Maryland, a corporation organized and existing under and by virtue of the laws of the State of MD, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of One Hundred Fifty Thousand Dollars (\$ 150,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **CONTRACT NO. 201947295**, 2018 Integrated Mechanical Services, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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 31st day of January, 2019.

Attest: Linda Kelvey
Secretary

Murphy Company
Contractor
By: [Signature]
President
Fidelity and Deposit Company of Maryland
Surety
By: Stephanie L. Kieaman
Attorney-in-Fact Stephanie L. Kieaman

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

APPROVED AS TO FORM:
Attorney for the City and County of Denver
By: [Signature]
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER
By: [Signature]
Mayor
By: [Signature]
Exec. 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 **MICHAEL BOND, 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 **Lisa A. MCALEENAN, Anne M. GLIEDT, Kevin E. MCDANIEL, Stephanie L. KLEARMAN, DeAnna M. MAURER, Kayla A. WOODWARD and Mark R. DUGGAN, all of St. Louis, Missouri, 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 hereunto 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 22nd day of August, A.D. 2017.

ATTEST:

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



By: 
*Assistant Secretary
Daniel Lutes*


*Vice President
Michael Bond*

State of Maryland
County of Baltimore

On this 22nd day of August, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DANIEL LUTES, 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, deposed 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 31st day of January, 20 19.



David McVicker

David McVicker, 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

Exhibit F

Change Rider



EXAMPLE

CHANGE RIDER

For Bond No. _____ on behalf of _____
_____ dated _____, _____, and in favor of the City and County
of Denver.

The surety hereby gives its consent to the incorporation of the obligations and requirements set
forth in Work Order No. 2019xxxxx, Proposal Request No. , Contract Control No. **201947295**,
Integrated Mechanical Services Contract, and under Bond No. _____, a copy of the
penal sum of this bond shall be increased by _____
_____ dollars and _____ cents (\$_____), lawful money of the United States
of America.

Provided, however, that the aggregate liability of the surety for any losses occurring prior to the
effective date of this change shall not exceed \$_____, unless modified by
subsequent Change Riders. In no event shall the surety's liability be cumulative.

Except as modified herein, Bond No. _____, dated _____, _____, is
affirmed and ratified in each and every particular.

Executed this _____ day of _____, 20__.

(Contractor)

(Surety)

Approved for the City and County of Denver

By: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2018

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 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).

PRODUCER Huntleigh McGehee 8235 Forsyth Boulevard Suite 1200 Clayton, MO 63105	1-314-746-4700	CONTACT NAME: Karen Abromovich PHONE (A/C, No. Ext): 314-746-4775 E-MAIL ADDRESS: kklockenkemper@hmrisk.com	FAX (A/C, No): 314-889-3735
INSURED Murphy Company Mechanical Contractors & Engineers 3790 Wheeling Street Denver, CO 80239		INSURER(S) AFFORDING COVERAGE INSURER A: AMERICAN CONTRACTORS INS CO RRG INSURER B: ACIG INS CO INSURER C: STEADFAST INS CO INSURER D: INSURER E: INSURER F:	
		NAIC # 12300 19984 26387	

COVERAGES

CERTIFICATE NUMBER: 534501109

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL18C00035	06/01/18	06/01/19	EACH OCCURRENCE	\$ 5,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL18A00035	06/01/18	06/01/19	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
A	<input type="checkbox"/>			GL18B00035	06/01/18	06/01/19	MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 5,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED <input type="checkbox"/>							\$
	RETENTION \$ <input type="checkbox"/>							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA000003018	06/01/18	06/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>	WCA000011218	06/01/18	06/01/19	E.L. EACH ACCIDENT	\$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N	<input type="checkbox"/> N/A	WCA000007618	06/01/18	06/01/19	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional/Pollution			EOC3999330-07	06/01/18	06/01/19	Each Claim	3,000,000
							Aggregate	6,000,000

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

****Evidence of Automobile Liability Attached****

Professional/Pollution Aggregate limit is total insurance available for all claims presented within the policy period for operations of insured. Limit will be reduced by payments of indemnity and/or expenses.

INTEGRATED MECHANICAL SERVICES

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver
Department of Public Works

201 W. Colfax Avenue, Dept 614

Denver,, CO 80202

USA

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

Michael F. Shenahan Jr

Exhibit G

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Huntleigh McGehee		NAMED INSURED Murphy Company Mechanical Contractors & Engineers	
POLICY NUMBER		3790 Wheeling Street	
CARRIER	NAIC CODE	Denver, CO 80239	
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insureds under the general liability (ongoing and completed operations) as required by written contract. Waiver of subrogation is included as required by written contract and where allowable by law.



Professional Mechanical Services Task Order Notice to Proceed

0

Attn:

#N/A

#N/A

Re: Master Alfresco Contract No.: 0
 Project Name: 0
 Alfresco Task Order Number: 0
 Task Order No.: 0
 Project Manager: 0

Dear 0

This letter will serve as the Notice to Proceed on Date with the work of “[Project Name]”, as outlined in your proposal dated [Date]. All work shall be performed on the above referenced project in accordance with the terms and conditions of your Professional Service Agreement **YYYY#####** with the City and County of Denver.

The established period of performance for this contract is [###] consecutive calendar days; therefore, all work must be completed on, or before [Date]. The not to exceed fee of [\$Amount] shall include subconsultant fees and reimbursables.

The Project Manager for this task order is [Project manager], phone [Project manager Phone]. You may contact the Project Manager with any questions regarding the above referenced project. When invoicing for the provided services, the [Contract Name] Master Alfresco Contract number must be shown on the invoice and all supporting documents. After negotiating same with the Project Manager, please date and send your invoices, pay applications and appropriate documentation electronically to [PM enter email address].

Sincerely,

Cara Hlad AIA, LEED AP
 Engineer/Architect Manager

Project Manager _____ Supervisor _____

Denver Public Works/Office of the Executive Director
 201 West Colfax Avenue Dept. 608 | Denver, CO 80202

www.denvergov.org/dpw

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Mechanical Construction Services Work Order Notice to Proceed

0

Attn: _____

#N/A

#N/A

Re: Master Alfresco Contract No.:	#N/A
Project Name:	0
Alfresco Work Order Number:	0
Work Order No.:	0
Project Manager:	0

Dear 0

In accordance with General Contract Coordination 302 in Title 3 of the Standard specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on **MM/DD/YY** with the work described in the above referenced Work Order No. in accordance with the terms and conditions of your Service Contract with the City and County of Denver.

The established Contract Time for this Work Order is _____ consecutive calendar days, therefore, all work must be completed on or before _____. The lump sum fee for this work order is \$_____, including fees and reimbursable expenses.

Please contact the project manager with any questions regarding the above referenced work. 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. The Project Manager for this Work Order is

Sincerely,

Lesley B. Thomas, City Engineer
Deputy Manager of Public Works

Project Manager _____ Supervisor _____

Denver Public Works/Office of the Executive Director
201 West Colfax Avenue Dept. 608 | Denver, CO 80202

www.denvergov.org/dpw

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Mechanical Construction Work Order Change #:

Contractor Name: _____ 0	Supplier SC No: _____ #N/A
Project Name: _____ 0	Supplier ID: _____ #N/A
	Master Alfresco _____
Project Manager: _____ 0	Contract No.: _____ #N/A
Alfresco No. / _____	
Workday PO: _____ 0 0	Work Order No.: _____ 0

It is hereby mutually agreed that when this WORK ORDER CHANGE has been signed by the contracting parties, the following described changes shall be executed by the contractor without changing the terms of the Contract except as herein stipulated and agreed.

Insert change reason here.

The additional sum, as indicated below, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above described changes to the Contract, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further moneys, extensions of time or other consideration for the above described changes to the Contract.

THE CONTRACTOR AGREES to furnish all material and labor and perform all work required to complete the above described work in accordance with requirements for similar work covered by the Contract, except as otherwise stipulated herein, for the following considerations:

Adjust the Completion Date by: _____
 New Completion Date: _____

Accepted by Contractor: _____ **Title:** _____ **Date:** _____

0	
WORK ORDER SUMMARY	
Original Work Order Amount:	\$ -
This Work Order Change:	\$0.00
Sum of Previous Work Order Changes:	\$0.00
Revised Work Order Amount:	\$ -
MASTER CONTRACT SUMMARY	
Sum of All Work Orders and Changes: (Including this WOC)	\$0.00
Maximum Contract Amount:	\$12,000,000.00
Remaining Contract Capacity:	\$12,000,000.00

Approved by Executive Director Public Works	Date
Approved by Director, Capital Projects Management	Date
Approved by Using Agency(s) - If Applicable	Date
Approved by Portfolio Manager	Date
Approved by Project Manager	Date

NOTE: No person shall authorize or perform any of the above work until the work order has all signatures and has been distributed. Distribution: Prevailing Wage: AUDPWPayRequest@denvergov.org; DSBO@ci.denver.co.us; Project manager email, Using Agency and pw.contracts@denvergov.org (for pre-encumbrance).



**CERTIFICATE OF SUBSTANTIAL COMPLETION
MECHANICAL CONSTRUCTION WORK ORDER**

Contractor

Attn: _____

-
-

Re: Master Alfresco Contract No.: -
Project Name: 0
Alfresco Work Order Number: 0
Work Order No.: 0
Project Manager: 0

Dear -

Your Notification of Substantial Completion for the above referenced project was received on **MM/DD/YY**. The project was inspected by the Project Manager and **include other appropriate person** on **MM/DD/YY** and was determined to be substantially complete in accordance with General Contract Condition 1903 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition.

Per General Contract Condition 1903, attached is the punch list of items to be repaired or replaced and assignment of responsibilities for security, maintenance, property insurance premiums, and damage to the work until Final Acceptance is issued by the City.

We are issuing this Certificate and establishing the Date of Substantial Completion as of **MM/DD/YY** and the time period to complete the punch list work as **written number** Calendar Days from the date of this Certificate.

Contractor

Lesley B. Thomas, City Engineer
Deputy Manager of Public Works

Project Manager _____ Supervisor _____



**CERTIFICATE OF FINAL ACCEPTANCE
MECHANICAL CONSTRUCTION WORK ORDER**

Contractor

Attn: _____

-
-

Re: Master Alfresco Contract No.: -
Project Name: 0
Alfresco Work Order Number: 0
Work Order No.: 0
Project Manager: 0

Dear -

Your notification for final inspection of the above referenced project was received on **MM/DD/YY**. The project was inspected by the Project Manager and **include other appropriate persons** on **MM/DD/YY** and the work was determined to be completed in accordance with the Contract documents. Therefore, in accordance with General Contract Condition 2002 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, this Certificate of Final Acceptance is being issued, effective as of **MM/DD/YY**.

Items A through J, listed in section 2003 of the Standard Specifications for Construction, General Contract Conditions, and 2011 Edition have now been furnished. All change orders have been executed at this time.

Per General Contract Condition 1801, the warranty/guarantee periods start, effective as of **MM/DD/YY**. If required, you must satisfactorily complete the one-year maintenance period before final settlement can be made.

The project was completed within the contract time therefore no liquidated damages are due.

Contractor

Lesley B. Thomas, City Engineer
Deputy Manager of Public Works

Project Manager _____ Supervisor _____

**Denver Public Works/Office of the Executive Director
201 West Colfax Avenue Dept. 608 | Denver, CO 80202**

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Exhibit L
(Reserved)

Exhibit M

DEPARTMENT OF PUBLIC WORKS
Engineering Division

FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT
(SUBCONTRACTOR/SUPPLIER)

(PROJECT NO. and NAME)

Date: _____, 20__.

(NAME OF CONTRACTOR)

Subcontract #: _____.

(NAME OF SUBCONTRACTOR/SUPPLIER)

Subcontract Value: \$ _____.

Last Progress Payment: \$ _____.

Date: _____.

Total Paid to Date: \$ _____.

Date of Last Work: _____.

Check Applicable Box:
[] MBE [] WBE

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

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

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

STATE OF COLORADO) ss.
CITY OF _____)

(Name of Subcontractor)

Signed and sworn before me this
day of _____, 20__.

By: _____

Notary Public/Commissioner of Oaths
My Commission Expires

Title: _____

Exhibit N

Contractor's Certification of Payment Form



Instructions for Completing the Contractor/Consultant Certification of Payment Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Division of Small Business Opportunity
101 W Colfax Ave, Ste 850
Denver, CO 80202
p: 720.913.1714
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Blvd
Denver, CO 80249
p: 303.342-2180
www.flydenver.com

January 18, 2019

Matt Mauro
Murphy Company
3790 Wheeling Street
Denver, CO 80239

Email: mmaurio@murphynet.com

Re: Integrated Mechanical Services for Deferred Maintenance Projects Contract No.
201947295 – Compliance Plan

Dear Matt:

The Division of Small Business Opportunity (DSBO) has reviewed the attached Compliance Plan that your company submitted for the above referenced subcontract and has determined that this plan complies with the MBE/WBE requirements according to Chapter 28, Article III, Division 3 of the Denver Revised Municipal Code (DRMC).

DSBO approves the Compliance Plan, signed on January 16, 2019, and the commitment to meet or exceed the 14% M/WBE goal for the total construction price under the contract.

Should you have any questions, contact Imogene Manuelito, Compliance Coordinator, at 720-913-1571 or email at: imogene.manuelito@denvergov.org

Sincerely,

A handwritten signature in blue ink, appearing to read "Sylvia S. Smith", is written over a horizontal line.

Sylvia S. Smith, Interim Director
Division of Small Business Opportunity

CC: Imogene Manuelito, Compliance Coordinator
Scott A. McFarland, Project Manager
Dani Abbott, Contract Administrator

**CITY AND COUNTY OF DENVER
DIVISION OF SMALL BUSINESS OPPORTUNITY
CONSTRUCTION CONTRACT COMPLIANCE PLAN
FOR M/WBE PARTICIPATION**

**Murphy Company
Integrated Mechanical Services for Deferred Maintenance Projects
Contract No. 201947295**

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**CITY AND COUNTY OF DENVER
DIVISION OF SMALL BUSINESS OPPORTUNITY
CONSTRUCTION CONTRACT COMPLIANCE PLAN
FOR M/WBE PARTICIPATION**

**Murphy Company
Integrated Mechanical Services for Deferred Maintenance Projects
Contract No. 201947295**

SECTION 1: INTRODUCTION

- A. **Murphy Company** (the “Contractor”) submits this Compliance Plan to the Director of the Division of Small Business Opportunity (“Director”), as required by the Manager of Public Works, in accordance with §§28-51 to 28-83, D.R.M.C., and the implementing rules adopted by the Director.
- B. Under the City’s Ordinance No. 85, Series of 2014 (the “M/WBE Ordinance”), codified at §§ 28-51 to 28-83, D.R.M.C., the M/WBE participation goal for this contract is **14%** the good faith solicitation level is 100%.
- C. The Contractor is committed to compliance with the M/WBE Ordinance in its performance of the Contract. The Contractor will continually pursue a level of M/WBE participation that equals or exceeds **14%** of the total construction price under the Contract for each work order.
- D. Because of the delivery method used for this Project, the work was not ready for subcontracting at the time when the Contractor was awarded the Contract. Therefore this Compliance Plan provides for the M/WBE solicitation and subcontracting to be performed after contract formation. The process by which the Contractor will solicit, obtain, count and maintain participation by M/WBE firms for this Project under this Compliance Plan, will be same as the M/WBE Ordinance requires for “design-bid-build” construction contracts, but will apply to individual work orders.
- E. This Compliance Plan describes how the Contractor will address the project goal on a per work order basis at the point where work orders are assigned so that the process of obtaining subcontractors and suppliers can begin, by committing to utilize M/WBEs for the Project work, using the good faith efforts as defined by the M/WBE Ordinance.
- F. The delivery method for this project under the Contract is On Call Construction Services.
- G. Since the work will be delivered by work order, Section 3 below describes the Contractor’s plan to meet the project goal as it relates to each work order.

SECTION 2: KEY PERSONNEL

Matt Mauro, (720) 257-1610, mmaurio@murphynet.com, has been assigned as the Sr. Project Manager for this Contract. The Sr. Project Manager is responsible for the overall management of the Contractor's performance of the project.

Identify the other key staff who will be responsible for carrying out the Compliance Plan, and for contract administration for subcontractors and suppliers, etc. The following are examples, to be tailored to the Contractor's situation:

Chris Pettefrezza, (720) 763-1014, cpettefrezza@murphynet.com, is the Project Engineer, who reports to the Project Manager and is responsible for compliance with this Compliance Plan, outreach and coordination activities, and maintaining appropriate records to ensure that goals are met.

Rosie Scanlon, (303) 576-3844, rscanlon@murphynet.com, is the Payroll Specialist, who will administer subcontracts and ensure that all documentation required by DSBO is prepared and maintained. Rosie Scanlon will coordinate the collection of DSBO documentation and monthly payroll reports from all subcontractors and suppliers, including but not limited to M/WBEs.

SECTION 3: STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION

- A. The Contractor will meet the set goal of 14% and Letters of Intent will be due with each work order.

[Display the information in chart form. Examples are provided below for your use. Customize the form so that it provides the information specific to your project. The total at bottom needs to be the contract total. Showing subtotals along the way for completely different types of work is acceptable. Force accounts and contingency fees may be deducted from the total goals are met upon. The overall committed contract goal is the percentage stated on page 1.]

- B. These packages will be reviewed and refined as the work for the Contract is further defined and ready for the process of subcontracting. Specifically, prior to advertising any package of work for bids or proposals, the Contractor will review the work in detail, to determine the types of work that can be performed by M/WBE firms, with reference to the DSBO's database and directory of certified M/WBE firms, and will adjust its subcontracting packages to maximize opportunities for M/WBE participation in such subcontracting, within economically feasible packages.

- C. The Contractor has the following preliminary schedule for issuance of each work order:

Work orders have not been issued, yet. It is expected that once project lists are issued work orders will be issued accordingly.

- D. Identify any specific issues or potential issues with the contract's scope of work and how the Contractor will address them – specialized work items etc.

At this time, specific issues or potential issues with the contract's scope of work have not been identified. Once specific issues are identified Murphy Company will address them accordingly and notify appropriate individuals.

- E. State whether the Contractor will prequalify any subcontractors. If prequalification will be used, identify all subcontracts for which the Contractor will prequalify subcontractors, and explain the prequalification process that will be used.

All subcontractors that are subcontracted by the Murphy Company are prequalified on the basis of Safety, Insurance, Experience, and Qualifications. Updated Safety and Insurance are required on a yearly basis for reoccurring subcontractors.

- F. The contractor will meet the 14% goal on the overall contract or submit a Modified Good Faith Effort.

- G. The Contractor may consider, in order to maximize M/WBE participation, subcontracting the following types of work which it might ordinarily self-perform: Sheet Metal Fabrication

SECTION 4: COMMUNITY OUTREACH EFFORTS AND ADVERTISING TO M/WBE CERTIFIED FIRMS:

The Contractor will conduct the following outreach efforts:

- A. Contractor will use the City's M/WBE directory and encourage all non-M/WBE subcontractors to use the directory when soliciting any of their own subcontractors or suppliers for the project.
- B. If during outreach efforts, Contractor locates a firm which appears to be eligible for City M/WBE certification but is not so certified, Contractor will direct the firm to DSBO and encourage the firm to pursue certification if eligible.
- C. When it has work packages ready for subcontracting, the Contractor will use the City's online directory to specifically solicit City-certified M/WBE participation whenever possible.
- D. Identify any additional efforts or initiatives the Contractor will carry out.

Murphy Company could provide MWBE participation from the following sources:

- Insulation
- Test & Balance
- Material Suppliers

- Equipment Suppliers
- Sheet Metal Fabrication
- Rental Agencies
- Water Treatment

Upon receiving pricing on all of the options, Murphy Company will review with City and County of Denver (CCD) to determine which combination of options should be used to achieve the required project goal.

- E. Describe the bid/proposal process that will be used.

Murphy Company will be utilizing the following during the bid / proposal process:

CCD's M/WBE directory

Publish work packages in the daily journal and related publications

Issuing Project Drawings, Specifications, RFP's and Jobwalks via BidTracer

Murphy Company to select subcontractors and vendors based on lowest cost & qualifications on a project by project basis.

- F. The Contractor will send to each bidder/proposer, a Notice of Selection for each subcontract for which it solicited M/WBE participation, no later than 30 days after it has entered into the subcontract, so that unsuccessful bidders/proposers are aware of the result of the bid/proposal process.

SECTION 5: M/WBE PARTICIPATION; MAINTAINING COMMITMENTS

- A. When issuing each work order for bid under the Contract, the Contractor will make a good faith effort to meet or exceed the goal percentage of M/WBE participation which it has identified for that work order. The minimum level of these efforts is specified in §28-62(b), D.R.M.C. and Rule VII(B). They may include, but will not be limited to, the outreach activities identified in Section 4 above.
- B. When requested by DSBO, the Contractor will submit bid packages to DSBO for review and comment. When requested by DSBO, the Contractor will submit bid tabulation sheets to DSBO for review.
- C. The Contractor will report to DSBO the total M/WBE participation obtained for each work order. No later than 5 days after issuing Notice to Proceed for such work, the Contractor will submit to DSBO, for each M/WBE subcontractor or supplier with whom it contracts, a Letter of Intent and other documentation, in accordance with Section 6 below. If self-performing, then the M/WBE contractor must also submit a letter of intent for itself.
- D. The Contractor will document its efforts to obtain M/WBE participation for each work order and submit such documentation to DSBO upon request by DSBO at any time. The

Contractor acknowledges that it may meet or exceed a percentage goal for M/WBE participation on each work order, or it may fall short of meeting the participation goal for a specific work order. Therefore the Contractor must be able to demonstrate its good faith effort, consistent with §28-62(b), D.R.M.C., to obtain M/WBE participation for each work order under the contract, except for work orders that are subject to a “modified good faith effort” under §28-75(c), D.R.M.C., in which case the Contractor must be able to demonstrate its compliance with the requirements of §28-75(c), D.R.M.C. Sections 28-62(b) and 28-75(c), D.R.M.C., are attached to this Compliance Plan as Attachment 1, for convenient reference.

- E. The M/WBE participation percentage will be calculated by dividing the total value of the M/WBE participation by the total contract amount for the work order, including all change orders. The Contractor will count M/WBE participation according to the M/WBE Ordinance, including §28-63, D.R.M.C., and Rule VII(C).
- F. As required by D.R.M.C. §28-73, the Contractor shall immediately inform the DSBO in writing of any agreed-upon increase or decrease in the scope of work of the Contract, regardless of whether it has been reduced to writing at the time of notification. Any increase in the scope of work which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE under any subcontract, shall be contemporaneously submitted to the DSBO. Those changes to the scope of work that cannot be performed by existing project participants (the Contractor, subcontractors, suppliers, etc.) shall be subject to a goal for M/WBEs equal to the original committed goal. The Contractor shall satisfy the goal for the changed scope of work by soliciting new M/WBEs in accordance with §28-60, D.R.M.C., and it must show each element of modified good faith that is stated in §28-75(c), D.R.M.C. The Contractor shall provide to the Director the documentation described in §28-75(c) with respect to the increased dollar value of the contract.
- G. The Contractor will comply with the provisions of §28-75 as to the replacement of a M/WBE on the Project.
- H. The Contractor acknowledges that it has a continuing duty, under D.R.M.C. §§28-72, 28-73, and 28-75, to maintain, throughout the duration of the contract, compliance with the level of M/WBE participation committed to under any approved compliance plan, and that such commitment is a material condition of the Contract.

SECTION 6: COMPLIANCE DOCUMENTS AND REPORTING

- A. The Contractor will submit the following documentation, properly completed and submitted monthly or when otherwise required by DSBO.
 - 1. Prime contractor background information form*
 - 2. DSBO Schedule of Work form*
 - 3. Subcontractor background information form for all subcontractors*
 - 4. M/WBE Letters of Intent

5. Monthly contractor's certification of payment forms (participation report)
6. DSBO change order forms
7. M/WBE final lien release forms
8. B2G online payment verification

(*due at NTP + 5 days; revisions as required)

B. The Contractor will document its progress in seeking and obtaining M/WBE participation as required by DSBO. Records of the Contractor's efforts to solicit M/WBE subcontractor and supplier participation, will be maintained and reported monthly to DSBO, or as otherwise required, including:

1. Dates of solicitation
2. Names, addresses and telephone numbers of all M/WBE firms contacted.
3. Description of efforts made to contact M/WBE firms.
4. Description of information provided to M/WBE firms.
5. Description of the process and outcome.
6. Advertisements soliciting bids from M/WBE firms in local community publications or construction industry related publications.
7. Schedules of prebid meetings to inform M/WBE and non-M/WBE subcontractors and suppliers of opportunities to participate.
8. Evidence that the Contractor provided M/WBE subcontractors and suppliers necessary access to and adequate time to review all project documents.
9. All other documentation required to establish the Contractor's compliance with the good faith efforts required by City ordinance, specifically the items enumerated in §§28-62(b)(2) through 28-62(b)(10). D.R.M.C.

SECTION 7: PLAN ADMINISTRATION; MONITORING; CLOSEOUT

- A. DSBO shall have prompt, full and complete access to all Contractor and subcontractor personnel, books and records required to monitor and assure performance of this Compliance Plan.**
- B. The Contractor's personnel identified in Section 2 above, will be responsible for administering and monitoring the Contractor's performance of this Compliance Plan.**
- C. Actual M/WBE participation will be calculated in accordance with the M/WBE Ordinance, including §28-63, D.R.M.C., and applicable rules. The Contractor will submit to DSBO a monthly tracking report demonstrating the M/WBE participation that has been achieved.**
- D. The Contractor acknowledges that the City may impose monetary penalties and/or withhold payment in the event of Contractor's non-compliance with the M/WBE Ordinance and this Compliance Plan.**

- E. The Contractor will use the following methodology for final reconciliation of M/WBE participation performance achieved during the Contract term, measured against the established project goal. The Contractor will present copies of all signed DSBO Final Lien Release forms for M/WBE firms utilized for participation on the Contract. DSBO will compare the Final Monthly Participation Report submitted by the Contractor to determine if the Final Lien Release dollar figures match what is contained within the Final Monthly Participation Report. Final Compliance shall be achieved when the Contractor establishes to the Director's satisfaction, that it has remitted payments to M/WBE firms utilized on the Project; that it utilized M/WBE firms in accordance with each such firm's Letter of Intent; and that the amount of payments to M/WBE firms equals or exceeds the assigned M/WBE goal for the total amount of the Contract. Failure to achieve final compliance may subject the Contractor to sanctions, in accordance with D.R.M.C., §28-77. As provided in such ordinance, sanctions may include, but are not limited to, assessment by the Director of a monetary penalty against the Contractor in an amount not more than 150% of the contract amount for each M/WBE involved. Any such monetary penalty leveled by the Director shall be withheld from the final payment due to the Contractor, and any amount that remains due and owing to the City may be collected pursuant to D.R.M.C., §28-77. The Contractor may seek review of any such determination by the Director to levy sanctions through the dispute resolution process set forth in the Construction Contract.

SECTION 8: NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN

- A. At all times, DSBO shall monitor the Contractor's compliance with this Plan and the M/WBE Ordinance and Rules. The Contractor shall fully cooperate with DSBO's compliance monitoring and auditing efforts, including DSBO's investigation of any alleged or suspected non-compliance by the Contractor.
- B. If the Director has reason to believe that the Contractor is not in compliance with this Plan or with the M/WBE Ordinance, the Director shall give the Contractor written notice of non-compliance, citing the reasons why the Contractor is not in compliance, and giving the Contractor thirty (30) days in which to submit a remediation plan for the Director's review and acceptance. The remediation plan shall demonstrate how the Contractor will cure such non-compliance, and if such non-compliance consists of failure to obtain or maintain M/WBE participation at the committed level, that the Contractor's M/WBE participation level will again achieve the committed level, and that the Contractor will ultimately achieve the committed participation goal for the contract.
- C. The Contractor shall, within such thirty (30) day period, deliver to the Director a written remediation plan the Director's review and approval.
- D. The Director may issue a written determination of non-compliance and the sanction which the Director has elected to impose as a consequence:
- (1) If the Contractor does not respond within the time allowed; or

- (2) If the Contractor fails to submit a satisfactory remediation plan; or
- (3) If a Contractor submits an acceptable remediation plan but thereafter fails to comply with the plan.

E. The Contractor may contest a determination issued under Section 8(D), by requesting a hearing within 30 days after the date of such determination, as provided in §28-33, D.R.M.C.

SECTION 9: MEDIATION

The Contractor will provide a process to resolve disputes that occur between a M/WBE and any non-M/WBE subcontractors or suppliers under the Contract. The Contractor will document such disputes and inform DSBO of the steps the Contractor plans to take to resolve the dispute. The Contractor may ask DSBO to assist in the resolution process it has developed. The Contractor will document and notify DSBO if those disputes have been resolved and inform DSBO of any disputes it was unable to resolve. DSBO will notify the Contractor of any complaints received by DSBO from M/WBE firms regarding a dispute they are experiencing with either a subcontractor or the Contractor.

IN WITNESS WHEREOF, Contractor has executed and agrees to abide by the terms of this Compliance Plan as of the 16th day of JANUARY, 2019.

Contractor: Murphy Company

By:

Robert N. Mathis
Signature

Sr. Vice President
Title - Print

ATTACHMENT 1 - EXCERPTS FROM DENVER REVISED MUNICIPAL CODE

Sections 28-62(b) and 28-75(c), D.R.M.C

Sec. 28-62. Same--Good faith efforts.

(b) The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, which may be further defined by rule or regulation. A bidder or proposer may include any additional information it believes may be relevant. Failure of a bidder or proposer to show good faith efforts as to any one (1) of the following categories shall render its overall good faith effort showing insufficient and its bid or proposal non-responsive:

- (1) If prebid or preselection meetings are scheduled by the city at which MBEs and WBEs may be informed of subcontracting or joint venture opportunities under a proposed contract to be bid, or procured pursuant to the competitive selection process, attendance at such prebid or preselection meetings is not mandatory; however, bidders and proposers are responsible for the information provided at these meetings.
- (2) The bidder or proposer must solicit through all reasonable and available means, the interest of all MBEs and WBEs certified in the scopes of work of the contract. The bidder or proposer must solicit the interest of such MBEs and WBEs within sufficient time, prior to the bid opening or date of final project-specific proposal in the case of a competitive selection process, to allow such MBEs and WBEs to respond to the solicitation. The bidder or proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
- (3) The bidder or proposer must select portions of the work of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the project goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation as subcontractors or joint venturers, and for bidder or proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry practice, even when the bidder or proposer would otherwise prefer to perform these work items with its own forces. The bidder or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of bids, proposals and quotes from MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a bidder or proposer to perform the work of a contract with its own forces does not relieve the bidder or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.
- (4) The bidder or proposer, consistent with industry practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans, specifications, and requirements of the contract, including

bonding and insurance requirements, if any, to assist them in responding to a solicitation.

- (5) The bidder or proposer must negotiate in good faith with interested MBEs and WBEs and provide written documentation of such negotiation with each such MBE or WBE.
- (6) For each MBE or WBE which contacted the bidder or proposer or which the bidder or proposer contacted or attempted to subcontract or joint venture with, consistent with industry practice, the bidder or proposer must supply a statement giving the reasons why the bidder or proposer and the MBE or WBE did not succeed in negotiating a subcontracting, supplier, manufacturer, manufacturer's representative, broker or joint venture agreement, as applicable.
- (7) The bidder or proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE did not submit the lowest bid or it was not qualified. Such verification shall include a verified statement of the amounts of all bids received from potential or utilized subcontractors, suppliers, manufacturers, manufacturer's representatives, brokers or joint venturers on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the bidder or proposer shall be guided by the definition of qualified in section 28-54(42), but evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its conclusion. A bidder's or proposer's industry standing or group memberships may not be the cause of rejection of an MBE or WBE. A bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.
- (8) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the city or by the bidder or proposer, provided that the bidder or proposer need not provide financial assistance toward this effort.
- (9) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance or services for performance under the contract, provided that the bidder or proposer need not provide financial assistance toward this effort.
- (10) The bidder or proposer must use the DSBO MBE/WBE directories to identify, recruit, and place MBEs and WBEs.

Sec. 28-75. Potential violations during contract performance.

(c) The following modified good faith requirements shall apply to sections 28-72 and 28-73. In the event that a contractor or consultant must add or replace an MBE or WBE subcontractor,

subconsultant, joint venturer, supplier, manufacturer, manufacturer's representative or broker or in the event that a new scope of work is added to the ongoing contract, and the contractor or consultant in such event is in non-compliance with maintenance of the original project goal upon which the contract was awarded, due to failure to utilize additional MBEs or WBEs, the following modified good faith efforts must be completed. Failure of a contractor or consultant to show good faith efforts as to any one (1) of the following categories shall render its overall good faith efforts showing insufficient; and its contract performance in non-compliance with this division 3.

- (1) Verification in writing to the DSBO of the contractor's or consultant's intention to terminate or replace an MBE or WBE originally identified for participation in the bid, proposal or competitive selection process proposal upon which the contract was awarded. The reason for the termination or replacement must be stated and the type of work or services must be identified.
- (2) Verification that the contractor or consultant used the most current MBE and WBE directory from the DSBO in order to contact MBEs and WBEs that are certified in the applicable area of work or supply at the time of the modified good faith effort.
- (3) Verification of efforts to contact appropriate MBEs and WBEs within the same identified subcontractor, subconsultant, joint venturer, supplier, manufacturer, manufacturer's representative or broker area must be documented. Facsimile transmission, e-mail and telephone communication will be acceptable. The director may verify such contacts as he deems appropriate.
- (4) Documentation of the modified good faith efforts must be submitted to the DSBO prior to the payment to the contractor or consultant of the next progress or other partial payment or fund release under the contract.

Exhibit P

Equal Employment Opportunity Provisions

RULES AND REGULATIONS REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I - DEFINITIONS

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

RULE II - NOTICE OF HEARING

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

RULE III - HEARING

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

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

REGULATION NO. 2 - EXEMPTIONS:

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

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

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

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REGULATION NO. 4 - GOALS AND TIMETABLES:

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

REGULATION NO. 5 - AWARD OF CONTRACTS:

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

REGULATION NO. 6 - PUBLICATION AND DUPLICATION:

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

REGULATION NO. 7 - NOTICE TO PROCEED:

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

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:

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

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

REGULATION NO. 9 - AGENCY REFERRALS:

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

REGULATION NO. 10 - CLAUSES:

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

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

All amendments to the appendices shall be included by reference.

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REGULATION NO. 11 - SHOW CAUSE NOTICES:

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

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

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

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CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS

APPENDIX A

CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE - ALL CONTRACTS

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

Exhibit P

Code, so that such provisions will be binding on each subcontractor or supplier. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

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

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**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/ _____

Manager of Public Works
City and County of Denver

Exhibit P

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

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

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

Exhibit P

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.

Exhibit P

- i. The Contractor should have made certain that all facilities are not segregated by race.
- j. The Contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- k. The Contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority and female contractor associations.

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

3. NON - DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

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

1. Where the Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the Contractor has not met the goals contained in these Bid Conditions. The Contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.

Exhibit P

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 Manager.

C. **OBLIGATIONS APPLICABLE TO CONTRACTORS:**

It shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority or female employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended, Title VI of the Civil Rights Act of 1964, as amended, and Article III, Division 2 of Chapter 28 of the Revised Municipal Code. It is the policy of the Department of 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 Manager pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.
3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.

Exhibit P

4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.

5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, 201 W. Colfax, Dept. 608, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

Exhibit Q



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/humanresources

TO: All Users of the City of Denver Prevailing Wage Schedules

FROM: Susan Keller, Human Resources Technician, Classification & Compensation

DATE: Wednesday, March 14, 2018

SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, highway, and residential 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 attached Prevailing Wage Schedule is effective as of **Friday, March 2, 2018** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO180030
Superseded General Decision No. CO20170030
Modification No. 2
Publication Date: 03/02/2018
(6 pages)

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

Attachments as listed above.

Exhibit Q

General Decision Number: CO180030 03/02/2018 CO30

Superseded General Decision Number: CO20170030

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	03/02/2018

ASBE0028-002 07/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 30.73	14.23

CARP0055-002 11/01/2016

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 26.25	8.64

CARP1607-001 06/01/2016

Rates Fringes

Exhibit Q

MILLWRIGHT.....\$ 31.38 12.70

 ELEC0068-012 01/01/2018

Rates Fringes

ELECTRICIAN (Includes Low Voltage Wiring).....\$ 34.70 15.07

 ELEV0025-001 01/01/2018

Rates Fringes

ELEVATOR MECHANIC.....\$ 43.66 32.645

FOOTNOTE:

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

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

 ENGI0009-017 05/01/2017

Rates Fringes

POWER EQUIPMENT OPERATOR (Crane)

141 tons and over.....\$ 29.82 10.10
 50 tons and under.....\$ 27.75 10.10
 51 to 90 tons.....\$ 27.92 10.10
 91 to 140 tons.....\$ 28.55 10.10

 * IRON0024-009 11/01/2017

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 27.45 11.99

 * IRON0024-010 11/01/2017

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 27.45 11.99

 PAIN0079-006 08/01/2017

Rates Fringes

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

 PAIN0079-007 08/01/2017

Exhibit Q

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

PAIN0419-001 07/01/2016		
	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83

PAIN0930-002 07/01/2017		
	Rates	Fringes
GLAZIER.....	\$ 31.02	9.37

PLUM0003-009 06/01/2017		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 34.53	16.44

PLUM0208-008 06/01/2017		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 33.30	17.65

SFCO0669-002 04/01/2017		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47

SHEE0009-004 07/01/2017		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 33.26	16.61

SUCO2013-006 07/31/2015		
	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00

CARPENTER (Acoustical Ceiling		

Exhibit Q

Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER...	\$ 20.09	7.03
LABORER: Common or General.....	\$ 14.49	5.22
LABORER: Mason Tender - Brick...	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71	0.00

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

Exhibit Q

Office of Human Resources
Supplemental rates
(Specific to the Denver projects)
Revision Date: 11-28-2016

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$10.79	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Tile Finisher		\$20.87	\$8.42
Tile Setter		\$26.83	\$8.48
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

- **Boilermaker** – Perform industrial work
- **Caulker** - Receive rate prescribed for craft performing operation to which caulking is incidental .i.e. glazier, painter, brick layer, cement mason.
- **Ironworker – Reinforcing** – Install, tie, and handle all rebar
 - Reinforce with carbon fiber material, includes cleaning, sanding of surface, and application of epoxy and fiber material
 - Plasterers perform fireproofing of this material
- **Laborer** – Concrete Saw
 - Perform concrete coring
 - Perform radar and x-ray for coring or boring for utility location
- Use the “Laborer—Common”, for General Housekeeping, Demolition, Final Cleanup and Indoor Fence Installer
- **Paper Hanger**
 - Install exterior plastic wall covering
 - Install regular or vinyl wallpaper
- **Plasterer**
 - Apply spray-on fireproofing
 - Fireproofing of Carbon Fiber material

Exhibit Q

- **Plaster Tender**
 - There is no formal ratio for Plasterer Tenders to Plasterers
 - Plaster Tender is the laborer for Plasterer
 - Plaster Tender may mix mud, move hoses, clean up over spray for Plasterers
 - Plaster Tender do not patch plaster or fireproofing by hand, trowel, sprayer, or any other means
 - Plaster Tender may use forklifts/backhoes as a tool of the trade
 - Erect trade-specific scaffolding
- **Power Equipment Operator**
 - Concrete mixers
 - Less than 1 yd.
 - Concrete placement pumps under 8”
 - 1 yd. and over
 - Concrete placement pumps over 8”
 - Loader up to and including 6 cubic yards
 - Loaders over 6 cubic yards
 - Motor grader
 - Roller
 - Drillers
 - Oilers
 - M
- **Tile Setter**
 - Install granite or other stone countertops
 - Setting sheets of Swanstone (imitation tile or stone product)
 - Marble Masons
 - Sandblast lettering into exterior granite and marble
 - Spreads the mud on the floor, screed the mud flat, and floats the mud
- **Tile Finisher**
 - Finishers are the laborers for the tile setters
 - Common laborers are not used for cleanup after tile setters or for any other use
 - Finishers mix mud, put tiles out, or cut tiles
 - Finishers may grind floors and bases
- **Truck Driver**
 - Flatbed
 - Semi
- Trade classification workers cannot be classified as common laborers for performing incidental cleanup from the installation of their craft. Common Laborers perform final cleanup of the entire jobsite.
- Go to www.denvergov.org/Auditor to view the Prevailing Wage Clarification Document for a list of complete classifications used.

Exhibit Q

Office of Human Resources

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

www.denvergov.org/humanresources



DENVER
THE MILE HIGH CITY

TO: All Users of the City of Denver Prevailing Wage Schedules

FROM: Susan Keller, Human Resources Technician, Classification & Compensation

DATE: Tuesday, August 7, 2018

SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, highway, and residential 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 attached Prevailing Wage Schedule is effective as of **Friday, August 3, 2018** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO180030
Superseded General Decision No. CO20170030
Modification No. 4
Publication Date: 08/03/2018
(5 pages)

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

Attachments as listed above.

Exhibit Q

General Decision Number: CO180030 08/03/2018 CO30

Superseded General Decision Number: CO20170030

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	03/02/2018
3	07/13/2018
4	08/03/2018

* ASBE0028-002 07/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 31.73	14.23

CARP0055-002 05/01/2018

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 28.45	10.14

CARP1607-001 06/01/2018

Exhibit Q

	Rates	Fringes
MILLWRIGHT.....	\$ 31.38	15.63

 ELEC0068-012 06/01/2018

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 35.80	15.45

 ELEV0025-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 43.66	32.645

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

 ENGI0009-017 05/01/2017

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 IRON0024-009 11/01/2017

	Rates	Fringes
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 IRON0024-010 11/01/2017

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

Exhibit Q

PAIN0079-007 08/01/2017

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

PAIN0419-001 07/01/2016

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

PAIN0930-002 07/01/2017

	Rates	Fringes
GLAZIER.....	\$ 31.02	9.37

PLUM0003-009 06/01/2018

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 35.48	15.94

* PLUM0208-008 06/01/2018

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	14.95

SFCO0669-002 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47

* SHEE0009-004 07/01/2018

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 34.02	17.49

SUCO2013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00

Exhibit Q

CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER...	\$ 20.09	7.03
LABORER: Common or General.....	\$ 14.49	5.22
LABORER: Mason Tender - Brick...	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71	0.00

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

Exhibit Q

Office of Human Resources
Supplemental rates
(Specific to the Denver projects)
Revision Date: 11-28-2016

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$10.79	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Tile Finisher		\$20.87	\$8.42
Tile Setter		\$26.83	\$8.48
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

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

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-201947295-00

Contractor Name: MURPHY COMPANY MECHANICAL CONTRACTORS AND ENGINEERS

By: 

Name: BRODIE ARNDT
(please print)

Title: VICE PRESIDENT
(please print)

ATTEST: [if required]

By: 

Name: Shelley R McMahon
(please print)

Title: Project Admin
(please print)

my commission exp 3-13-20
