

**CM/GC CONSTRUCTION CONTRACT  
2929 W. 10<sup>TH</sup> AVE. INTERIOR RENOVATION**

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **TURNER CONSTRUCTION COMPANY**, a New York Corporation registered to do business in Colorado, located at 1401 Zuni St, Suite 301 Denver, CO 80204 “the Contractor”, jointly “the parties.”

**RECITALS**

**1.** The City wishes to renovate portions of the current Family Crisis Center and its supporting infrastructure to house a Mental Health Centers of Denver (MHCD) Solutions Center, located at 2929 West 10<sup>th</sup> Avenue in Denver.

CONTRACT CONTROL NO. 201952028  
(the “PROJECT”)

**2.** In furtherance of the Project, the City has contracted with Davis Partnership, P.C. (the “Designers or Design Consultants or Consultant Team”) to perform professional architectural and engineering design services for the programming and design of the Project.

**3.** Pursuant to Section 20-56 of the Denver Revised Municipal Code, the City commenced on January 29, 2018 and advertised for at least three (3) consecutive days, the City’s solicitation for qualification submissions from qualified contractors for the Project.

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

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

**6.** Proposals received were evaluated and ranked by a selection committee and a recommendation was made to the Executive Director of Public Works who evaluated the Proposals and recommended that a contract for performance on the Project be made and entered into with the above-named Contractor.

**7.** Based upon that ranking, the City and the Contractor utilized a Work Order from the On-Call Contract 201524803 to perform preconstruction services.

**8.** In accordance with the terms and conditions of the On-Call Contract and Work Order used for Preconstruction Services, the Contractor has reviewed the Project Site and design documents and has

performed constructability, availability, scheduling and cost estimating analysis on design documents prepared for the Project.

9. Based on this performance, the Contractor is thoroughly informed about the Project and the Project design. Contractor has submitted and the City has accepted a GMP to renovate portions of the current Family Crisis Center and its supporting infrastructure to house a Mental Health Centers of Denver (MHCD) Solutions Center.

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

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

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

## **1.0 PROJECT SUMMARY AND DEFINITIONS:**

1.1 **Project.** The "Project" as used herein shall mean the: Renovations at the Behavioral Health Solutions Center.

1.1.1 The Project is located at the "Project Site" 2929 W. 10<sup>th</sup> Ave. Denver, CO 80204.

1.1.2 The specific details of the Project are more particularly set forth in the "Construction Documents Package" prepared by the Designer and dated 04/26/19.

1.1.3 The Project shall be comprised of the following: drawing set for a single GMP.

1.1.3.1 **Guaranteed Maximum Price (GMP) Work.** The GMP proposal provides all necessary labor, materials and equipment necessary to complete the work more particularly set out in the Contract Drawings, Technical Specifications and the Contractors Proposal.

1.1.4 **Contractor Selection.** In accordance with the requirements of Section 20-56 of the Denver Revised Municipal Code (the "DRMC"), the City implemented and completed a competitive selection process to identify qualified Contractors to perform both preconstruction and construction services for the Project. The Contractor was selected as the first ranked proposer to perform such services for the City as set forth in the City's Request for Proposals (RFP) dated January 29, 2018; and the Contractor's RFP Submittals dated February 27, 2018 and March 30, 2018. In referencing these solicitations and submissions herein, the City and the Contractor acknowledge that the scope of the Project, as presented and addressed by these documents, has materially evolved since the issuance of these documents and that some information presented will not be applicable to this Construction Contract or the Project.

1.2 **Budget.** The Contractor acknowledges and accepts that there are limited funds available to design and construct the Project. The Project construction budget (the "Budget") is **FIVE MILLION SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$5,750,000.00)**, and is subject to increase or decrease at the sole discretion of the Manager of Public Works. The Contractor further acknowledges and accepts that the GMP Work must be completed within the construction budget. As part of this

acknowledgment and acceptance, the Contractor shall at all times cooperate fully with the City and the Design Consultant to develop the Project and its various components for construction and ultimately construct the Project so as not to exceed the limited funds available in the Project Budget.

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

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

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

**1.3.3** Subject to any allowed contingency provided for in Section 1.5, the Contractor further acknowledges and agrees the GMP fully accounts for any risks associated with failing to consider the design intent reasonably inferable from the Contract Documents. The Contractor has documented in the Basis of the GMP Proposal and provided or will provide to the City any and all clarifications regarding the design intent, including the intended level of quality of the Project. No GMP increase or extension of the Contract Time will be allowed to account for any assumption, exclusion and clarification the Contractor failed to document or for any other item of Work covered by the Contract Documents that the Contractor failed to account for in its GMP.

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

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

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

**1.4.3** Contractor’s costs for unloading and handling at the Project site, labor, installation costs, and other expenses contemplated for the stated allowance amounts are included in the allowances. However,

Contractor's home office overhead and profit for all allowance items are included in the Contractor's Fee and are not in the allowance; and

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

**1.5 Contingency.**

**1.5.1 Contractor's Construction Contingency Amount.** The GMP will include a Contractor's construction contingency in an amount equal to a maximum amount of **ONE HUNDRED NINETY-NINE THOUSAND TWO HUNDRED FORTY-SIX DOLLARS AND ZERO CENTS (\$199,246.00)** ("GMP Contingency") for the entire scope of the GMP Work

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

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

**1.5.4 Owner's Contingency Amount.** The Owner's Contingency shall be **ONE HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED AND FORTY-TWO DOLLARS (\$178,442.00)** and is outside of the GMP. ("Owner's Contingency"). Adjustments to owner's contingency to be made by written approval by the Project Manager. The Owner's Contingency will be adjusted at the Owner's sole discretion.

**1.5.5 Owner's Contingency Accounting.** The Owner's Contingency will be used at the sole discretion of the City for changes to the scope of work that are initiated and requested by the City, unforeseen conditions and for overruns in Allowances. This contingency shall not be used for any other purpose other than scope changes initiated by the City. Any unused portion of this Owner's Contingency shall be returned to the City upon project completion.

**1.6 Design Consultant.** The "**Design Consultant**" or "**Designer**" as used herein shall mean the legally approved professional architect/engineer, or group or association or professional corporation or joint venture of such approved professional architects, engineers and/or consultants, who have contracted with

the City to accomplish the architectural, engineering and other design and related technical services necessary to complete the Project. The Project Design Consultant is: Davis Partnership, P.C. In case of termination of the Design Consultant, the City will appoint a Design Consultant whose status under the Construction Contract shall be the same as that of the former Design Consultant.

**1.7 User Agency.** The “User Agency” as used herein shall mean the City agency currently responsible for the operation and maintenance of the Project. The User Agency is the City and County of Denver Department of Public Health & Environment.

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

**2.0 CONTRACT DOCUMENTS:**

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

This CMGC Construction Contract

Advertisement of Notice of Invitation for Proposals, dated January 29, 2018 (incorporated herein by reference)

Request for Proposals (RFP), dated March 15, 2018 (incorporated by reference)

Contractor Response to RFP, dated March 30, 2018 (incorporated by reference)

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

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

Minority/Women Owned Business Enterprise Program Compliance Plan (attached as **Exhibit C**)

On-Call Contract 201524803 used for Preconstruction Services Work Order 201842380 (**Exhibit D**)

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

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

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

- Final/Partial Lien Release Form (attached as **Exhibit H**)
- Notice to Proceed Form (attached as **Exhibit I**)
- Contractor's Certification of Payment Form (attached as **Exhibit J**)
- Final Receipt Form (attached as **Exhibit K**)
- Contract Drawings (incorporated herein by reference as **Exhibit L**)
- Technical Specifications (incorporated herein by reference as **Exhibit M**)
- Equipment Rental Rates (attached as **Exhibit N**)
- Billing Rates for Salaried Personnel (attached as **Exhibit O**)

**Exhibit P [RESERVED]**

- GMP Proposal (attached as **Exhibit Q**)
- Self Performed Work Proposal (attached as **Exhibit R**)
- Certificate of Insurance (attached as **Exhibit S**)

[NOTE: Final Exhibit List Subject to Revision]

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

- 2.2.1** this Construction Contract, as may be modified by amendment or change orders;
- 2.2.2** Special Conditions
- 2.2.3** the General Contract Conditions;
- 2.2.4** the Basis of the GMP Work Proposal,
- 2.2.5** the Technical Specifications;
- 2.2.6** the Contract Drawings; and

**2.2.7** all other Exhibits, whether attached to this Construction Contract, incorporated by reference or later added by Change Order.

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

well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meaning.

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

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

### **3.0 SCOPE OF WORK:**

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

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

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

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

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

Note: The City may in its sole discretion elect to complete the Project using multiple bid packages.

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

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

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

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

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

**3.3.4** Finally, the Contractor represents that it has reviewed the Design Consultant Agreements and the Construction Document Design Drawings, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by the design documents and the Project requirements and constraints as modified by value engineering suggestions, budget adjustments and cost cutting measures suggested by the Contractor as of July 31, 2019 is a reasonable and constructible Project, incorporating a reasonable and workable delivery approach, schedule and budget.

#### **4.0 RELATIONSHIP OF THE PARTIES:**

**4.1** The parties intend herein to establish a relationship wherein the City relies upon the integrity and fidelity of the Contractor to complete the Project within the time and budget constraints set forth in this Construction Contract and in a manner which satisfies the City’s longstanding commitment to quality,

efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements.

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

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

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

**4.5 City Delegation Of Authority.** With reference to G.C. 212, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, The 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 Consultant under this Agreement. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of work performed by the Design Consultant, 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 Consultant. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

**Department of Public Works Project Manager**

**Telephone**

Kelly Turner

720-865-8718

**5.0 COORDINATION AND COOPERATION:**

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

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

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

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

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

**6.0 CONTRACT TIME, SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES:**

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

**6.2 Construction Time.** The term "Construction Time" is defined as the total number of days between the date of the Notice to Proceed with Construction and the date on which Substantial Completion of all Work must be completed by the Contractor. The Construction Time shall be: **210 Calendar Days.**

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

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

Liquidated Damages Table

|                |                        |          |
|----------------|------------------------|----------|
| Amount per Day | Substantial Completion | \$500.00 |
| Amount per Day | Final Completion       | \$500.00 |

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

**7.0 SUBCONTRACTS AND OTHER AGREEMENTS:**

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

**7.2 Self-Performed Work.**

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

**7.2.2** Notwithstanding the bidding requirements set forth in Section 7.2.1, the Contractor shall submit to the City, on or **before any self-performed work is started**, a final Self Performed Work Proposal for the Site logistics, site and building cleaning, ICRA, erosion control, project-specific signage, rough carpentry, dust control, temporary protection, on-site safety control, doors/frames/hardware installation, concrete, selective demolition, millwork installation, joint sealants, selective drywall/patch and repair and selective ACT/patch and repair work on the Project. Such final Proposal shall be for the scope of work described in the Self Performed Work Proposal attached hereto as **Exhibit R** and, under no circumstances, shall the proposal exceed the maximum amount for such work set forth in **Exhibit Q**. Upon receipt of the final Proposal, the Manager may, at the Manager's sole discretion, accept the proposal, reject the proposal or engage in further negotiations regarding this work. If finally accepted by the Manager, the City will issue

a change order for this work and the work described in the Final Self Performed Work Proposal will be incorporated into the GMP Scope of Work and GMP price as if fully set forth herein. In addition, the Construction Time shall be adjusted accordingly. If the City rejects the final proposal, the terms of Section 7.2.1 shall apply to the above described work of the Project.

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

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

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

## **8.0 COMPENSATION.**

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

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

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

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

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

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

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

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

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

**8.1.9** The cost of the premiums for all bonds and Builder's Risk insurance that the Contractor is required to procure by this Construction Contract. The costs of the premiums for all other insurance that the Contractor is required to procure by this Construction Contract or that are deemed necessary by the Contractor with the City's written approval shall be charged as a Cost of the Work at the stipulated fixed percentage of 1.28% of the Cost of Work, and all deductibles that are attributable to this Construction Contract, including equipment insurance deductibles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.3** **Contractor's Fee.** The "Contractor's Fee" (the "Fee") to be paid to the Contractor and included in the GMP shall be a lump sum of **ONE HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS AND ZERO CENTS (\$195,188.00)**, payable in progress installments pursuant to a mutually agreeable schedule of progress installments.

**8.4** **Guaranteed Maximum Price.**

**8.4.2** **Guaranteed Maximum Price.** The GMP shall be established at the time the GMP proposal is accepted by the City and incorporated herein as **Exhibit Q**, subject to adjustments as provided in the Contract Documents.

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

**8.5** **Savings.** In the event that the actual Cost of the Work plus the Fee shall be less than the GMP, the resulting savings shall inure One Hundred Percent (100%) to the City. The Contractor shall distribute such

savings to the City by Change Order that either reduces the GMP or implements enhancements or additions to the Project requested by the City.

**8.6 Construction Contract Amount and Funding.** In accordance with the terms of this Construction Contract, the maximum Construction Contract Amount to be paid by the City to the Contractor under this Agreement shall not exceed **FIVE MILLION SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$5,750,000.00)**. The Contractor guarantees and warrants that the Project will be completed by its performance hereunder for the GMP amount. In no event will the City's liability exceed the maximum Construction Contract Amount, as adjusted by duly authorized change order in accordance with this Construction Contract. The parties specifically agree that any performance by the Contractor hereunder shall not subject the City to any cost, charge or fee not specified above.

## **9.0 DISPUTE RESOLUTION:**

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

## **10.0 ADDITIONAL PROVISIONS:**

**10.1 No Discrimination in Employment.** In connection with the performance of 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 identity or gender expression, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts.

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

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

**10.3 Compliance with Minority/Women Owned Business Enterprise Requirements.** This Construction Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (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". In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of eighteen (**18%**) established for this Project utilizing properly certified M/WBE subcontractors and suppliers. 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 any approved Small Business Enterprise Compliance Plan (attached and incorporated herein as **Exhibit C**). Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City.

Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 DRMC and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, DRMC. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City’s right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.

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

**10.5 Payment of City Minimum Wage.** Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City’s Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City’s Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

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

**10.7 Appropriation.** Notwithstanding any other term, provision, or condition herein, all payment obligations under this Construction Contract shall be limited to the funds appropriated or otherwise made available by the Denver City Council and paid into the Treasury of the City. As of the date of this Construction Contract, **FIVE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$5,750,000.00)** have been appropriated for this Construction Contract. The Manager of Public Works, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds that are or remain available for payment to the Contractor.

**10.8** The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Contractor to exceed the amount appropriated for the Work to be performed in accordance

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

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

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

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

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

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

**10.14 Proprietary or Confidential Information.**

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

**10.14.2 Contractor Information:** The parties understand that all the material provided or produced under this Construction Contract may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against

disclosure of such material. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert its claims of privilege against disclosure under this Section including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

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

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

If to the Contractor:

Turner Construction Company  
Attn: Jeremy Atcheson  
1401 Zuni St, Suite 301  
Denver, CO 80204

If to the City

Manager of Public Works  
Department of Public Works  
City and County of Denver  
201 West Colfax, Department 608  
Denver, Colorado 80202

With a copy to:

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

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

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

**10.17 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.

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

**10.19 Counterparts.** This Construction Contract will be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which taken together, shall constitute one and the same instrument.

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**Contract Control Number:** PWADM-201952028-00  
**Contractor Name:** TURNER CONSTRUCTION COMPANY

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PWADM-201952028-00  
TURNER CONSTRUCTION COMPANY

By <sup>DocuSigned by:</sup>  
*aaron wiebelhaus*  
DB9AB04E02444CF...

Name: aaron wiebelhaus  
(please print)

Title: Vice President & General Manager  
(please print)

ATTEST: [if required]

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

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

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

**Exhibit A**

**General Contract Conditions  
2011 Edition**

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

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**SPECIAL CONTRACT CONDITIONS**

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

**SC-1 CONSTRUCTION SPECIFICATIONS**

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

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

*Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction"* (Sections 200 through 700 of the 2011 Edition).

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

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

*Building Code of the City and County of Denver*

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

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

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

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

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

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

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

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

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

### SC-2 CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 109, DEPUTY MANAGER, General Contract Condition 206, ENGINEERING DIVISION and General Contract Condition 214, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

**Denver Department of Public Works / Engineering Division,**

Project Manager  
Chelsea Hahn

Consultant  
Anderson Hallas Architects

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

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

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

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

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

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

**SC-5 CONTRACT DOCUMENTS**

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

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

**SC-6 CONTRACT TIME**

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

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

**SC-7 DEPUTY MANAGER/CITY ENGINEER**

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

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

**SC-8 SUBCONTRACTOR**

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

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

**SC-9 WORK**

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

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

## Exhibit B

**SC-10 WORKING HOURS AND SCHEDULE**

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

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

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

**SC-11 SUBCONTRACTOR ACCEPTANCE**

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

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

## Exhibit B

extortion or any offense of a similar nature in connection with Subcontractor's business, on the part of Subcontractor's principal owners, officers, or employees, within the last five (5) years.

- I. Failure to pay taxes or fees to the City.
  - J. Evidence that the Subcontractor was selected by the Contractor through the process of bid shopping, dishonesty or buyout.
3. The Contractor shall submit a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of each proposed Subcontractor and certifying under oath that, to the best of his or her knowledge, none of the bases for rejection listed above exist. In lieu of this certification, the Contractor may identify, for each proposed Subcontractor, any of the issues listed above applicable to that Subcontractor and attach to that statement a list of all judicial and administrative proceedings in the last five (5) years in which any proposed Subcontractor is or was a party, the proceedings involving any of the issues listed above or in which any proposed Subcontractor filed for bankruptcy.
  4. This Title 5 does not create, and shall not be interpreted as creating, any contractual relationship or privity of contract between the City and any Subcontractor. The acceptance or rejection of a proposed Subcontractor shall not create in that Subcontractor a right to any subcontract nor shall said acceptance or rejection relieve the Contractor of its responsibilities for the work of any Subcontractor.

### SC-12 PAYMENT PROCEDURE

The application for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura Construction Payment Management System ("CPM System") for this Project to request payment from the City and to pay subcontractors. All certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Textura. Contractors are required, when preparing the GMP, to enter the price of the CPM service on the line provided for the service. The fee is all inclusive of all subcontractor, project and subscription fees associated with the CPM system. The Contractor will calculate the fee based on a percentage of their total bid, and then should include it on the line item provided in the bid form labeled "**Textura® Construction Payment Management System Fee**". This expense becomes part of the contract and billable to the City. Textura will invoice the awarded contractor directly. All costs including but not limited to costs associated with training, entering data or utilizing Textura other than the Textura Construction Payment Management System Fee are overhead and shall not be reimbursed by the City. Contractor is responsible for tax on Textura fee. As with other taxes, the City will not reimburse Contractor for this cost and therefore this cost should be included in Contractor's bid. Textura will invoice the awarded contractor directly.

| Project Value                | Project Fee<br>(GC + Sub Usage) |
|------------------------------|---------------------------------|
| \$500,000 - \$999,999.99     | \$3,250                         |
| \$1,000,000 - \$2,999,999.99 | \$5,850                         |
| \$3,000,000 - \$4,999,999.99 | \$9,100                         |

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|                                      |             |
|--------------------------------------|-------------|
| \$5,000,000 - \$9,999,999.99         | \$12,220    |
| \$10,000,000 - \$19,999,999.99       | \$20,345    |
| \$20,000,000 - \$49,999,999.99       | \$32,500    |
| \$50,000,000 - \$99,999,999.99       | \$48,750    |
| \$100,000,000 - \$199,999,999.99     | \$69,095    |
| \$200,000,000 - \$299,999,999.99     | \$85,345    |
| \$300,000,000 - \$399,999,999.99     | \$109,720   |
| \$400,000,000 - \$499,999,999.99     | \$142,220   |
| \$500,000,000 - \$999,999,999.99     | \$162,500   |
| \$1,000,000,000 - \$1,999,999,999.99 | \$345,345   |
| \$2,000,000,000 - \$4,999,999,999.99 | \$650,000   |
| \$5,000,000,000 - \$9,999,999,999.99 | \$1,015,625 |
| \$10,000,000,000 or greater          | \$1,503,125 |

Contractor further agrees that, to the fullest extent possible within the CPM System, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through the CPM System, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees that it will activate any available settings within the CPM System that are necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

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

| <u>Agency/Firm</u>                             | <u>Name</u>  | <u>Telephone</u> |
|--|--------------|------------------|
| Public Works – IPM Facilities Capital Projects | Chelsea Hahn | 720-865-3189     |

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

1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.
3. The Contractor shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.

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. 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.

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

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

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

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

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

## Exhibit B

required by the City, contracts and financing statements sufficient to create a security interest in favor of the City in materials or equipment stored off the Project site which remain in the possession of the vendor of such materials or equipment.

6. Each progress payment application shall show each Subcontractor or Supplier participating in the Work completed during the previous progress period and the dollar amount of such participation. The Contractor will assure that the Subcontractors and/or Suppliers are filing for and are being paid for only the value of materials and services delivered and performed upon or incurred for the Project and that the Subcontractors and/or Suppliers are not over-billing for the effort performed. The Contractor shall, prior to or with the submission of each application for payment, furnish to the City proper evidence accounting for the distribution to Subcontractors and/or Suppliers of funds received under prior applications together with proper releases and waiver, in form and content acceptable to the City, obtained in connection therewith.
7. If the Contractor disputes a Subcontractor's or Supplier's entitlement to a portion of the previous progress payment, the Contractor shall submit to the City copies of any written communication from the Contractor to such Subcontractor or Supplier explaining the Contractor's determination not to render payment to such Subcontractor or Supplier, together with proof of service of such written communication upon such Subcontractor or Supplier.
8. Each application for payment shall be signed. Such signed application for payment shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; that the quality of the Work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the payment application has been properly incurred, is a proper charge and has not been the basis of any previous application (except as otherwise noted); that the money received as a result of the application will be used to discharge the Contractor's obligations under the Contract; and that the Contractor is entitled to payment in the amount requested. The Project Manager or the Design Consultant, as appropriate, must also verify and certify the estimate of Work completed prior to any acceptance by the City.
9. By submitting an application for payment, the Contractor warrants that: (i) the title to the Work covered by an application for payment will pass to the City upon receipt of payment by the Contractor; (ii) the Work covered by previous payment applications is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens", except for any interest created by retainage; and (iii) no Work covered by an application for payment is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person or entity.
10. The Contractor shall not include in its application for payment any billing for defective Work or for work performed by Subcontractors or Suppliers if it does not intend to pay the Subcontractors or Suppliers for such work.
11. Approval of an application for payment of Work completed or actual payment by the City shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any item.

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12. Should the City decline or fail to approve for payment any items of the Contractor's Fee, the Cost of the Work, or any other item shown on an application for payment, the City shall notify the Contractor in writing, setting forth the reasons for such action. The City shall pay that portion of each payment application which is not disapproved in writing by the City.
13. No progress payment or partial or entire use or occupancy of the Project by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.

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

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

**SC-16 ADJUSTMENT OF CONTRACT AMOUNT**

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

1. Contract Amount Adjustments. All adjustments to the Contract Amount shall be determined by using one or more of the following methods:
  - A. A negotiated lump sum. If requested by the City, the Contractor shall promptly provide itemized and sufficient substantiating data, including calculations, measurements, cost records, production rates, equipment types and capacity, labor costs by craft and other information which the City may reasonably require the Contractor to produce in order to permit the City to evaluate any lump sum Contractor Change Request. In pricing such proposals, the Contractor shall include estimates of the type of costs described in G.C. 1104.2.
  - B. Unit prices (as stated in the Contract Documents or subsequently agreed upon) multiplied by final verified quantities of work performed;
  - C. Costs as determined in a manner previously agreed upon by the parties, which include markups, that do not exceed those set forth in G.C. 1104.2 below; or
  - D. Time and Material costs as determined in the manner described in G.C. 1104.2, Calculation of the Contract Adjustment. These amounts may be reduced where necessary to take into account the cost of Base Contract Work, Work included in approved Change Orders, Work described in other Field Order/Change Directives, idle time for workers and/or

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equipment when Work could have been performed in other locations or when the number of workers or amount of equipment provided exceeded the number or amount required to perform the Work, unsatisfactory Work, or Work which may be or was performed concurrently with the changed Work and which cannot be easily segregated from the changed Work .

2. Calculation of the Contract Adjustment. In no event shall the charge or credit to the City associated with any change exceed the sum of the following:

- A. Direct Labor The actual net, direct increase or decrease in the cost of the Contractor's labor. Such cost shall include only the cost associated with the workers who actually perform the changed Work. The cost of supervision, management and field or office overhead shall not be included or calculated as a direct labor cost. For shop work, the direct labor cost shall include only those workers who work directly on the item being manufactured or the actual operators of the equipment being used to handle the items being manufactured.
- B. Labor Burden. Contractor's actual costs for worker's compensation and liability insurance, payroll taxes, social security and employees' fringe benefits (including employer paid health insurance) imposed on the basis of payrolls. This burden must reflect the variability of some burdens, ie social security. The burden shall be itemized and include all small tools and miscellaneous supplies. The total labor burden for such small tools shall not exceed two percent (2%) of the Direct Labor cost.
- C. Direct Material, Supplies, Installed Equipment. The actual net, direct cost of materials, supplies and equipment incorporated into or consumed by the Work. If actual costs are not available, this cost shall be the lowest commercially available price including all discounts and rebates and all applicable taxes. Such cost shall be based on buying the material, supplies and equipment in the largest practical quantity to receive quantity discounts.
- D. Equipment Costs. Without markup or operator, the lesser of (i) the actual net cost to the Contractor of owned or rented equipment, other than small tools; or (ii) the rental rate for such equipment as determined by using the following method(s):
  - (1) Equipment rental rates listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation. If an item of equipment does not appear in the rental rate book currently in use by the Colorado Department of Transportation, the rental rates published by the Associated Equipment Dealers may be used as a basis for negotiating a rental rate for a particular piece of equipment. The Contractor shall provide all information necessary to determine the appropriate rental rate at the time the equipment is brought on the job. This shall include, but not be limited to, type, description, make, year, model, series, serial number, fuel type, transmission, wheel combination, GVW, capacity and equipment owner.

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

E. Mark Up For Overhead And Profit.

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

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

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

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4. No Equitable Adjustment for Obstruction by Contractor. No equitable adjustment shall be made as a result of costs resulting from any act, hindrance, obstacle, obstruction, interference or omission of the Contractor, its Subcontractors, Suppliers, or surety, or any other entity or individual acting on behalf of the Contractor.
5. Calculation of Certain Equitable Adjustments.
  - A. In case of delay in completion of the entire Contract due to drawings, designs or specifications which are defective and for which the City is responsible, the equitable adjustment for delays or costs incurred prior to notification to the City of such defect shall only include the extra cost and time reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect.
  - B. An equitable adjustment shall not include increased costs for delay resulting from the Contractor's failure to continue performance during determination of any Contractor Change Request or claim.
6. Price Reductions for Defective Cost or Pricing Data. If it is later determined that pricing adjustments to the Contract were not correct due to incomplete or inaccurate pricing data by the Contractor or any Subcontractor or Supplier or that lower prices were reasonably available, the price shall be reduced accordingly and the Contract Amount modified by an appropriate Change Order.
7. Variation in Quantity of Unit Priced Items. Where the quantity of a unit-priced item in the Contract is an estimated quantity and the actual quantity of the unit-priced item varies more than twenty-five percent (25%) above or below the estimated quantity, and where this difference changes the total original Contract value by more than five percent (5%), an equitable adjustment in the Contract Amount may be made by Change Order. The equitable adjustment shall be based upon any increase or decrease in cost due solely to the variation above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completing the Work, the Contractor may request, in writing, an extension of time in accordance with GC 1105.
8. Disposition of Excess or Obsolete Property. When the cost of materials, supplies, equipment or other personal property made obsolete or excess as a result of a delay is included in the equitable adjustment, the Project Manager shall have the right to prescribe the manner of disposition of such property.

### SC-17 SURETY BONDS

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

1. Payment and performance bonds must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor, the Manager and the City Attorney.

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

### **SC-18 CONSTRUCTION INSPECTION BY THE CITY**

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

1. Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the General Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.
2. The Building Inspection Division will perform building code compliance inspections for structures designed for human occupancy. It is the General Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition which will be at variance to the Contract Documents, the General Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than forty-eight (48) hours after the occurrence.

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

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

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

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

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

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

1. The performance of Work under the Contract may be terminated without cause by the City in whole or in part whenever the Manager, in his sole discretion, shall determine that such termination is in the best interest and convenience of the City or whenever the City is prohibited from completing the Work for any reason. Such termination shall be effected by giving not less than three (3) Days' written notice to the Contractor specifying the extent to which performance of the Work is terminated and the date upon which such termination becomes effective.
2. Upon receipt of such notice of termination, the Contractor shall:
  - A. Stop work as specified in the notice;
  - B. Terminate all orders and subcontracts except as necessary to complete Work which is not terminated;
  - C. If directed in writing by the Manager to do so, assign all right, title, and interest in subcontracts and materials in progress, in which case the City will have the right, in its discretion, to settle or pay any or all Claims arising out of the termination of such subcontracts;
  - D. Settle outstanding liabilities and claims with the approval of the Manager;
  - E. Complete performance of such part of the Work as has not been terminated; and

## Exhibit B

- F. Take such other actions as may be necessary, or as may be directed by the City, for the protection and preservation of the property related to the Contract.
3. Except as provided herein, any inventory resulting from the termination of the Contract may, with written approval of the Manager, be sold or acquired by the Contractor under the conditions prescribed by and at prices approved by the City.
  4. Upon receipt of notice of such termination, the Contractor shall submit to the Project Manager a request for final payment, in a form and with certification prescribed by the City. Such request shall be submitted promptly but in no event later than sixty (60) Days from the effective date of termination, unless extended in writing by the Project Manager upon the written request of the Contractor within such sixty (60) Day period.
  5. The final payment to the Contractor after a termination for convenience shall be calculated by adding the following amounts:
    - (1) Any actual costs incurred by the Contractor since the last approved pay request that are reimbursable as a Cost of the Work plus the proportionate Fee on such costs;
    - (2) The actual costs incurred by the Contractor for terminating the Work and for protecting the Work in the manner, if any, directed by the City, plus the proportionate Fee on such costs; and
    - (3) The amount of retainage withheld by the City to date.
  6. The acceptance of final payment as calculated above shall constitute a waiver of all Claims by the Contractor except those previously made in accordance with G.C. 1301 which have been separately identified by the Contractor as unsettled in the final Project Application for Payment.
  7. The Manager may, from time to time, under such terms and conditions as the Manager may prescribe, authorize partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if it is estimated that the total of such payments will not exceed the amount to which the Contractor will be entitled. If the total of such payments is in excess of the amount to which the Contractor is entitled, the excess shall be payable by the Contractor to the City upon demand, together with interest computed pursuant to statute, for the period from the date the excess payment is received by the Contractor to the date the excess is repaid to the City.
  8. The settlement for the Work performed shall not relieve the Contractor or its surety from responsibility for defective Work and/or materials on the completed portion of the Work nor for labor and materials or any other items as guaranteed by the surety bond or bonds.
  9. The City shall be given full access to all books, correspondence, records, electronic files and data bases, and other materials of the Contractor relating to the Contract in order to determine the amounts to be paid on account of the termination of the

## Exhibit B

Contract under this G.C. 2202. The Contractor shall, as requested by the City, furnish clear copies of any such materials.

10. In the event the parties fail to agree in whole or in part on the amount or amounts to be paid to the Contractor in connection with the termination of work pursuant to this G.C. 2202, the Contractor may appeal the Project Manager's determination as to the amount owed in accordance with Title 13, except that, if the Contractor has failed to submit its request for payment within the time provided above and has failed to request an extension of such time, it shall have no such right of appeal.

### **SC-21 SUBCONTRACTS**

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

### **SC-22 RESERVED**

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

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

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

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

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

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

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

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

### **SC-27 ATTORNEY'S FEES**

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

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

### SC-28 INSURANCE

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

**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.

**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 \_\_\_**, 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.

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3. **Additional Insureds:** For Commercial General Liability, Auto Liability and Contractors Pollution Liability, 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.

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

5. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (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. 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 and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

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. . If an exposure exists, the U.S. Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy. 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.

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.

8. **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

9. **Excess/Umbrella Liability:** Contractor shall maintain excess liability limits of \$3,000,000. Coverage must be written on a "follow form" basis. Any combination of primary and excess coverage may be used to achieve required limits.

10. **Builders 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,

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if applicable, equipment breakdown including testing. Contractor is responsible for payment of all policy deductibles. The City and County of Denver, Contractor, and sub-contractors shall be named insureds under the policy. Policy shall remain in force until acceptance of the project by the City.

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

**12. Additional Provisions:**

(a) For Commercial General Liability, Excess Liability and Contractors Pollution Liability the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(c) 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.

Exhibit C

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

**Turner Construction Company  
Behavioral Health Solutions Center  
CONTRACT NO. tbd**

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CONTRACT NO. tbd**

**SECTION 1: INTRODUCTION**

- A. Turner Construction Company(the “Contractor”) submits this Compliance Plan to the Director of the Division of Small Business Opportunity (“Director”), as required by the Manager of Aviation, in accordance with §§ 28-51 to 28-83, D.R.M.C., and the implementing rules adopted by the Director (“Rules”).
- 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 18%. 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 18% of the total construction price under the Contract.
- 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 MBE and WBE firms for this Project under this Compliance Plan, will be same as the M/WBE Ordinance requires for “design-bid-build” construction contracts.
- E. This Compliance Plan describes how the Contractor will address the project goal at the point where the project work is sufficiently defined that the process of obtaining subcontractors and suppliers can begin, by committing to utilize MBE/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 CM/GC.
- G. The Contractor will not deliver the construction work in phases. [If the work will be delivered in phases, Section 3 below describes the Contractor’s plan to meet the project goal as it relates to such phases.]

## Exhibit C

### **SECTION 2: KEY PERSONNEL**

Rebecca Kalinowsky (720-725-9889, rkalinowsky@tcco.com) has been assigned as the Project Executive for this Contract. The Project Executive 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:*

*Eric Reiner (720.656.9693, ereiner@tcco.com) is the Senior Project Manager who reports to the Project Executive and is responsible for compliance with this Compliance Plan, outreach and coordination activities, and maintaining appropriate records to ensure that goals are met.*

*Mark Griffin (720.745.2624, mtgriffin@tcco.com) is the Procurement Manager who will administer subcontracts and ensure that all documentation required by DSBO is prepared and maintained. Mark 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 has identified preliminarily the following separate packages of work to be subcontracted:

*[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. ]*

## Exhibit C

## GOALS SCHEDULE CHART

| BID PACKAGE                         | Cost        | M/WBE (%) | MWBE (\$)   |
|-------------------------------------|-------------|-----------|-------------|
| General Requirements                | \$77,438    | 27%       | \$21,000    |
| Selective Demolition                | \$162,594   | 0%        | \$0         |
| Structural Concrete                 | \$17,822    | 0%        | \$0         |
| Interior Concrete                   | \$7,240     | 100%      | \$7,240     |
| Unit Masonry                        | \$2,679     | 0%        | \$0         |
| Miscellaneous Metals                | \$22,359    | 0%        | \$0         |
| Rough Carpentry                     | \$69,589    | 0%        | \$0         |
| Architectural Millwork              | \$257,066   | 0%        | \$0         |
| Roofing                             | \$2,824     | 0%        | \$0         |
| Spray Applied Fire-Proofing         | \$4,236     | 0%        | \$0         |
| Firestopping Systems                | \$5,647     | 0%        | \$0         |
| Joint Sealants                      | \$4,236     | 0%        | \$0         |
| Doors, Frames, & Hardware - Install | \$82,820    | 0%        | \$0         |
| Doors, Frames, & Hardware - Supply  | \$220,140   | 0%        | \$0         |
| Interior Glazing                    | \$18,376    | 0%        | \$0         |
| Window Film Removal                 | \$14,374    | 0%        | \$0         |
| Gypsum Assemblies                   | \$641,971   | 90%       | \$577,774   |
| Acoustical Ceilings                 | \$44,650    | 0%        | \$0         |
| Tile                                | \$69,575    | 100%      | \$69,575    |
| Flooring                            | \$192,404   | 90%       | \$173,164   |
| Painting and Coating                | \$108,859   | 94%       | \$101,800   |
| Signage                             | \$8,572     | 0%        | \$0         |
| Toilet Partitions and Accessories   | \$53,456    | 0%        | \$0         |
| Miscellaneous Specialties           | \$11,307    | 0%        | \$0         |
| Window Treatments                   | \$75,067    | 0%        | \$0         |
| Fire Suppression                    | \$151,312   | 0%        | \$0         |
| Plumbing                            | \$1,113,738 | 5%        | \$55,079    |
| Mechanical                          | \$57,565    | 0%        | \$0         |
| Electrical                          | \$656,810   | 0%        | \$0         |
| Telecommunications                  | \$235,005   | 0%        | \$0         |
| Audio-Visual                        | \$18,246    | 0%        | \$0         |
| Security/Access Control             | \$100,000   | 0%        | \$0         |
| Earthwork and Excavation            | \$42,301    | 0%        | \$0         |
| Planting and Irrigation             | \$5,000     | 0%        | \$0         |
| General Conditions                  | \$425,865   | 0%        | \$0         |
| Contingency                         | \$199,246   | 0%        | \$0         |
| Building Permit & Plan Review Fees  | \$30,965    | 0%        | \$0         |
| Insurances                          | \$107,124   | 0%        | \$0         |
| Bonds                               | \$57,893    | 0%        | \$0         |
| Fee                                 | \$195,188   | 0%        | \$0         |
|                                     |             |           |             |
| Total                               | \$5,571,558 | 18%       | \$1,005,632 |

The projects are by no means guaranteed but will be part of our 100% good faith effort.

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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 bid package:

*All Packages – May 2019*

D. *During preconstruction services, Turner will solicit trade partner proposals for the agreed upon bid packages. Proposals will be reviewed for item inclusion/exclusion accuracy, and any deficiencies in the trade partner's scope will be discussed with CCD personnel for additional pricing needs, risk allocation, and any potential needs to reassess the work scope package complete pricing.*

E. *All trade partners will be required to complete and obtain approval per the Turner internal procurement and risk assessment requirements in conjunction with CCD specific and project specific elements. Trade Partners will be identified through existing relationships, the City and County of Denver Office of Economic Development Certification List, industry outreach events, and CCD or agency referral. The prequalification process is an inclusive process. Our team believes success on the project will depend on knowing upfront and understanding what particular risks (i.e. financial stability, safety record, bonding ability/capacity, similar project experience, and so forth) a trade partner may have, then making decisions about utilizing the trade partner best able to manage, deliver and support CCD's goals. Our prequalification system is electronic and can be remotely accessed via our website. Considering the specific intricacies associated with working at CCD, the following key risk factors will be the focus when evaluating trade partners:*

- 1. Previous and current experience working with City and County of Denver and other public agencies.*
- 2. EMR and safety history*
- 3. Financial strength and bonding ability*
- 4. Schedule commitment including available resources (Local & National)*
- 5. Management team*
- 6. Understanding of scope and quality expectations*
- 7. Lean construction experience and methodology*

*A copy of the Turner prequalification documentation is available upon request.*

F. The Contractor may pursue different percentage goals for M/WBE participation in each separate package of work put out for bids, based on the types of work and availability of

## Exhibit C

certified M/WBE firms. However, the Contractor is committed to the overall goal of 18% M/WBE participation in the total construction work amount.

- G. The Contractor may consider, in order to maximize M/WBE participation, subcontracting the following types of work which it might ordinarily self-perform: *demolition, erosion control, structural/non-structural concrete, rough carpentry, doors/frames/hardware installation, and general requirements. Additional scopes are to be determined during the course of procurement.*

**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 publish notices in The Daily Journal and other local publications and websites, identifying the subcontracting opportunities and specifically soliciting City-certified M/WBE participation. The Contractor will also provide notice of all such solicitations to relevant organizations such as, but not limited to, the Colorado Black Chamber of Commerce, Rocky Mountain Minority Supplier Development Council, Hispanic Contractors of Colorado, and the Colorado Women's Chamber of Commerce. Notices will be published or provided no less than 10 calendar days before bids are due on the work.
- D. Contractor will conduct at least one pre-bid meeting, as announced in published notices, which all interested subcontractors and suppliers may attend, at which the Contractor will present information and answer questions about the work.
- E. *Turner will distribute bidding opportunity notifications, letters of project interest, outreach event notification utilizing via Building Connected. This will incorporate the M/WBE website directory of City and County of Denver Office of Economic Development.*
- F. *While each bid package solicitation will contain instructions to bidders and specific scope procurement documentation (i.e. schedule, scope of work, safety and quality requirements and so forth), which will identify proposal preparation and response expectations, each bid package will identify applicable contact information for Turner for*

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*trade partners to get additional and detailed information to ensure compliance when preparing their proposals. In advance of bidding, we will review procurement documentation with CCD to ensure compliance with our prime agreement requirements.*

- G. 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 package 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 package. 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 bid package. 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 \_ below.
- D. The Contractor will document its efforts to obtain M/WBE participation for each work package, 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 one or more work packages, but fall short of meeting the participation goal for the total construction contract amount. 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 bid package under the contract, except for bid packages which 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 project, 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,

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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 MBE or 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 MBEs and WBEs equal to the original committed goal. The Contractor shall satisfy the goal for the changed scope of work by soliciting new MBEs or 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 WBE or MBE 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 MBE and 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.

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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 subsections 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 following milestones for review and reconciliation of M/WBE participation will be observed during the contract: *As part of each milestone estimate deliverable, during monthly report development and issuance, in preparation of monthly invoicing and pay applications, as part of package reconciliation and closeout, and as part of project closeout.*
- E. 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.
- F. 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 MWBE 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

## Exhibit C

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, Section 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 MBE or 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., Section 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.

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**SECTION 9: MEDIATION**

The Contractor will provide a process to resolve disputes that occur between a MBE or 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 31st\_ day of July, 2019.

Contractor

By:Turner Construction, Rebecca Kalinowsky, Project Executive

## Exhibit C

## 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.

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- (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.

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**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

## Exhibit C

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 D



**On-Call Construction Work Order**

Supplier: Turner Construction Company - Large On-Call Mini-Bid: No  
 Project Name: 2929 W 10th Ave Preconstruction Supplier ID / SC: 0000050936 SC-00000862  
 Project Manager: Kelly Kloosterman (FCPM) Master Alfresco Contract No.: 201524803  
 Alfresco No. / Workday PO: 201842380 Work Order No.: 6  
PO - 00042009

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.

Provide preconstruction services per the RFQ/RFP provided for the 2929 W. 10th Avenue Interior Renovation Project per Turner's proposal dated March 30, 2018.

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: \$11,250.00  
 Duration: 120 days

Accepted by Contractor: [Signature] Title: VP/CM Date: 5/2/18

|                                             |                |                                                                                        |  |
|---------------------------------------------|----------------|----------------------------------------------------------------------------------------|--|
| Turner Construction Company - Large On-Call |                | <u>[Signature]</u> 6/1/18<br>Approved by Executive Director Public Works Date          |  |
| <b>MASTER CONTRACT SUMMARY</b>              |                | <u>[Signature]</u> 6/1/2018<br>Approved by City Attorney Date                          |  |
| This Work Order:                            | \$11,250.00    | <u>[Signature]</u> 5/23/2018<br>Approved by Director, Capital Projects Management Date |  |
| Sum of Previous Work Orders/Changes:        | \$ 898,263.83  | <u>[Signature]</u> 5-8-18<br>Approved by Using Agency(s) - If Applicable Date          |  |
| Sum of all Work Orders:                     | \$909,513.83   | <u>[Signature]</u> 5/23/2018<br>Approved by Portfolio Manager Date                     |  |
| Maximum Contract Amount:                    | \$5,000,000.00 | <u>[Signature]</u> 5/8/18<br>Approved by Project Manager Date                          |  |
| Contract Capacity:                          | \$4,090,486.17 |                                                                                        |  |

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 D

**LUMP SUM BID FORM**  
**ON CALL CONSTRUCTION SERVICES**  
**CAPITAL 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: **Turner Construction Company**

PROPOSAL REQUEST NO.:

PROJECT NO.:

PROJECT NAME: **2929 W. 10th Avenue**

DATE: **05/01/18**

**CERTIFICATIONS AND BASE BID**

Base Bid Contract: The undersigned Bidder, having carefully examined the On-Call Construction Services Contract, General Contract Conditions, Special Contract Conditions, Proposal Request, Drawings, Specifications, and all subsequent Addenda, as prepared by the City and County of Denver and the City's Design Consultant(s), having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements, for the lump sum of:

- 1 Eleven Thousand, Two Hundred Fifty Dollars **\$11,250**
- 2 The above amount may be modified by amounts indicated by the Bidder on the "Alternates Form."

**SUBCONTRACTORS**

The following companies shall execute subcontracts for the portions of Work indicated:

- Subcontractor 1: \_\_\_\_\_
- Subcontractor 2: \_\_\_\_\_
- Subcontractor 3: \_\_\_\_\_
- Subcontractor 4: \_\_\_\_\_
- Subcontractor 5: \_\_\_\_\_
- Subcontractor 6: \_\_\_\_\_
- Subcontractor 7: \_\_\_\_\_
- Subcontractor 8: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid.

- Addendum No. 1: Date: 3/22/18
- Addendum No. 2: Date:
- Addendum No. 3: Date:

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the City and County of Denver, and shall fully complete the Work within 120 calendar days.

CONTRACTOR'S SIGNATURE



DATE

1-May-18



Exhibit D

**BOND CHANGE RIDER**

Work Order No. 6

Contract No. 201524803

**TO BE ATTACHED TO AND FORM PART OF**

PERFORMANCE AND PAYMENT  
(TYPE OF BOND)

NO: 015048876

IN FAVOR OF: CITY AND COUNTY OF DENVER  
(OBLIGEE)

ON BEHALF OF: TURNER CONSTRUCTION COMPANY  
(PRINCIPAL)

EFFECTIVE: November 17, 2013  
(ORIGINAL EFFECTIVE DATE)

**IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider, The Surety, hereby gives is consent to:**

- INCREASE BOND PENALTY       CHANGE THE NAME OF PRINCIPAL
- DECREASE BOND PENALTY       CHANGE THE ADDRESS OF THE PRINCIPAL
- CHANGE THE EFFECTIVE DATE       CHANGE THE EXPIRATION DATE
- OTHER: \_\_\_\_\_

of the attached bond as described herein:

|    |                                             | NO. | AMOUNT (\$)         |
|----|---------------------------------------------|-----|---------------------|
| R1 | WORK ORDERS / CHANGES ASSIGNED TO DATE      |     | \$898,263.83        |
| R2 | WORK ORDERS / CHANGES COMPLETED TO DATE **  |     | <u>\$898,263.83</u> |
| R3 | PREVIOUS CURRENT WORK ORDER TOTAL (R1 - R2) |     | \$0.00              |
| R4 | AMOUNT OF THIS WORK ORDER                   |     | <u>\$11,250.00</u>  |
| R5 | NEW CURRENT WORK ORDER TOTAL (R3 + R4)      |     | \$909,513.83        |

PROVIDED, however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative. \*\* Note that in order for work orders to be considered "completed" and therefore removed from the "current" work order total, the City must have issued a Letter of Final Acceptance for each completed work order.

SIGNED AND SEALED THIS 16th DAY OF May 2018.

INSURANCE COMPANY: Liberty Mutual Insurance Company

Charo Rosemond  
Charo Rosemond (witness)

By: Maria L. Sadaccini  
Maria L. Sadaccini (Attorney-in-Fact) (Seal)

**ACCEPTED BY OBLIGEE**

\_\_\_\_\_  
(witness)

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

**CORPORATE ACKNOWLEDGMENT**

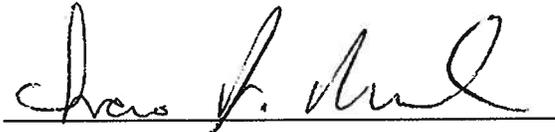
Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 16th day of May, 2018, before me personally came MARIA L. SPADACCINI to me known, who, being by me duly sworn, did depose and say that she/he resides in HAWTHORNE, NEW JERSEY that she/he is the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



**Charo J. Rosemond**  
**Notary Public of New Jersey**  
**Comm. # 50062328**  
**My Commission Expires 6/13/2022**

## Exhibit D



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2016

| <b>Assets</b>                                 | <b>Liabilities</b>                          |
|-----------------------------------------------|---------------------------------------------|
| Cash and Bank Deposits.....                   | Uncearned Premiums.....                     |
| \$1,092,914,837                               | \$6,929,723,299                             |
| *Bonds — U.S Government.....                  | Reserve for Claims and Claims Expense.....  |
| 1,406,763,970                                 | 17,233,877,300                              |
| *Other Bonds.....                             | Funds Held Under Reinsurance Treaties.....  |
| 11,379,916,523                                | 208,362,823                                 |
| *Stocks.....                                  | Reserve for Dividends to Policyholders..... |
| 10,349,761,988                                | 944,909                                     |
| Real Estate.....                              | Additional Statutory Reserve.....           |
| 290,265,760                                   | 39,649,905                                  |
| Agents' Balances or Uncollected Premiums..... | Reserve for Commissions, Taxes and          |
| 4,709,977,463                                 | Other Liabilities.....                      |
| Accrued Interest and Rents.....               | 3,061,117,958                               |
| 112,757,395                                   | <b>Total.....</b>                           |
| Other Admitted Assets.....                    | <b>\$27,473,676,194</b>                     |
| <u>14,659,523,751</u>                         | Special Surplus Funds.....                  |
|                                               | \$95,257,334                                |
|                                               | Capital Stock.....                          |
|                                               | 10,000,000                                  |
|                                               | Paid in Surplus.....                        |
|                                               | 9,229,250,104                               |
|                                               | Unassigned Surplus.....                     |
|                                               | 7,193,698,055                               |
| <b>Total Admitted Assets.....</b>             | <b>Surplus to Policyholders.....</b>        |
| <u><b>\$44,001,881,687</b></u>                | <u><b>16,528,205,493</b></u>                |
|                                               | <b>Total Liabilities and Surplus.....</b>   |
|                                               | <u><b>\$44,001,881,687</b></u>              |



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2016, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 23<sup>rd</sup> day of March, 2017.

*TAMIKOLAJEWSKI*

Assistant Secretary

Exhibit D

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8024151

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sherryanne M. DePirro; Mary R. McKee; Vincent C. Misco; Lisa M. Scavetta; Maria L. Spadaccini; Nicholas F. Walsh; Elliott W. Wolfe

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of February, 2018.



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

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of February, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this MAY 16 2018, 20



By: Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## Exhibit D

| Purchase Order | Line Number | Line Description                                                                                                                                                                                                                                                              | Spend Category as Worktag              | Supplier                    | Supplier ID     | Distrib Obligation Amount | Distrib Obligation Amount Liquidated | Distrib Obligation Amount Remaining | Distrib Worktags                                                                                                                                                                               |
|----------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-----------------------------|-----------------|---------------------------|--------------------------------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PO-00042009    | 1           | OC201524803 (SC-00000862)-TURNER CONSTRUCTION-WO #6- Preconstruction services per the RFQ/RFP Provided for the 2929 W. 10th Ave Interior Renovation Project. \$11,250.00 PWTRN 13812/55577010/72140000 Requested By: Kelly Kloosterman 720-865-8718 Prevailing Wage/Retention | 72140000 - Heavy construction services | TURNER CONSTRUCTION COMPANY | DENVR0000050936 | 11,250.00                 | 0.00                                 | 11,250.00                           | CFMS Function: 0000 Undesignated<br>CFMS Program: 0000 Undesignated<br>Cost Center: 5557010 Solution Center<br>Fund: 13812 DHS Homeless Services<br>Prevailing Wage Investigator: Carol Carter |

DocuSign Envelope ID: 5D0E1C9D-B075-48D3-9942-7C6A8B7843C7



### On-Call Construction Services Work Order Change Request #1

|                                                            |                                          |
|------------------------------------------------------------|------------------------------------------|
| Project Name: 2929 W. 10 <sup>th</sup> Ave Preconstruction | Master Contract Alfresco #: 201524803    |
| Project Manager: Kelly Turner, Facilities IPM              | Contractor/Supplier: Turner Construction |
| Work Order #: 6                                            | Supplier #: SC-00000862                  |
| Alfresco # / Workday PO: 201842380 / PO-00042009           | Supplier ID: 0000050936                  |
| Workday Project ID(s): PRJ-N/A                             |                                          |

It is mutually agreed that when this work order change has been signed by the contracting and approving parties, the following described changes shall be executed by the Contractor without changing the terms of the Master On-Call Contract. The Contractor agrees to furnish all materials and labor and perform all work required to complete the work order change, as described below and within the attached change Proposal, in accordance with the requirements for similar work covered by the Contract:

Per proposal dated April 9, 2019, this work order change is for additional preconstruction duration for Turner Construction as well as moisture testing the floors and testing the existing VAVs in the building.

Accepted for Contractor By: Jeremy Atcheson DocuSigned by:  
*Jeremy Atcheson*  
SIGNATURE Title: Special Projects Division Manager Date: 04/18/2019  
Printed Name Signature

| TURNER CONSTRUCTION                                                |                                                        |
|--------------------------------------------------------------------|--------------------------------------------------------|
| <b><u>WORK ORDER 6, CHANGE REQUEST 1 SUMMARY</u></b>               |                                                        |
| Original Work Order: \$11,250.00                                   | <i>[Signature]</i> 5.3.17                              |
| Original Work Order Duration: 120 Calendar Days                    | Approved by Executive Director of Public Works Date    |
| Original Work Order Completion Date: October 3, 2018               | <i>[Signature]</i> 4/30/19                             |
| Scope Includes M/W/S/D/EBE Participation: Yes (M/WBE)              | Approved by Director, Infrastructure Project Mgmt Date |
| Previous Work Order Additions/Deductions: \$0.00                   | <i>[Signature]</i> 4/18/19                             |
| This Work Order Change (+/-): <b>\$51,059.25</b>                   | Approved by Using Agency(s) - If Applicable Date       |
| New Work Order Total (Do Not Exceed): <b>\$62,309.25</b>           | <i>T. B. CAH</i> 4/26/2019                             |
| Adjust the Work Order Completion By: 365 Calendar Days             | Approved by Portfolio Manager Date                     |
| New Work Order Completion Date: October 3, 2019                    | <i>Kelly Turner</i> 4/18/19                            |
| <b><u>MASTER ON-CALL CONTRACT SUMMARY</u></b>                      |                                                        |
| On-Call Contract Expiration Date: January 15, 2020                 | <i>Kelly Turner</i> 4/18/19                            |
| M/W/S/D/EBE On-Call Participation Commitment: 18% (M/WBE)          | Approved by On-Call Contract Manager Date              |
| Total of All Work Orders Issued: \$1,172,451.00                    |                                                        |
| Total Work Additions/Deductions (All Changes): \$264,667.70        |                                                        |
| This Work Order Change: <b>\$51,059.25</b>                         |                                                        |
| Total of All Work Orders and Changes Issued: <b>\$1,488,177.95</b> |                                                        |
| Maximum On-Call Contract Capacity: \$5,000,000.00                  |                                                        |
| Remaining On-Call Contract Capacity: <b>\$3,511,822.05</b>         |                                                        |

**NOTE: No person shall authorize or perform any of the above work changes until this work order change form has all signatures.**

Distribution: [prevallngwage@denvergov.org](mailto:prevallngwage@denvergov.org), [dsbo@denvergov.org](mailto:dsbo@denvergov.org), [PWContracts@denvergov.org](mailto:PWContracts@denvergov.org), Enter Applicable Accounting Team Email (as necessary), Project Manager's Email Address.

## Exhibit D

UPDATED 1/9/2019

## PROPOSAL REQUEST PRICING WORKSHEET

### LARGE GENERAL CONTRACTOR 2016-18 ON-CALL CONSTRUCTION SERVICES

INFRASTRUCTURE PROJECT MANAGEMENT  
DEPARTMENT OF PUBLIC WORK | CITY & COUNTY OF DENVER | 201 W. COLFAX AVE. DENVER, CO 80202

CONTRACTOR NAME: Turner Construction PROPOSAL NO.: 1  
PROJECT NAME: 2929 W 10th BHSC/MHCD DATE: 4/9/2019

SUB CONTRACTOR WORK ITEMS (Refer to Sub-Contractor Worksheets)  
SUB CONTRACTOR - Labor + Materials + Equipment

| Provide Subcontractor Worksheets for each subcontractor |                                                                                      | TOTALS              |
|---------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------|
| S1                                                      | McKinistry                                                                           | \$ 7,522.12         |
| S2                                                      | Gary Leimer Flooring                                                                 | \$ 2,140.84         |
| S3                                                      |                                                                                      | \$ -                |
| S4                                                      |                                                                                      | \$ -                |
| S5                                                      |                                                                                      | \$ -                |
| S6                                                      |                                                                                      | \$ -                |
| S7                                                      |                                                                                      | \$ -                |
| S8                                                      |                                                                                      | \$ -                |
| S9                                                      |                                                                                      | \$ -                |
| S10                                                     |                                                                                      | \$ -                |
| S11                                                     |                                                                                      | \$ -                |
| S12                                                     | <b>SUB-CONTRACTOR SUB TOTAL FOR LABOR + MATERIAL + EQUIPMENT</b>                     | <b>\$ 9,662.96</b>  |
| S13                                                     | <b>TOTAL OF SUB-CONTRACTOR O&amp;P + TAX + PERMIT + BOND (SC Worksheets Line 21)</b> | <b>\$ 1,337.03</b>  |
| S14                                                     | <b>TOTAL FOR SUB-CONTRACTORS (SC Worksheets Line 22)</b>                             | <b>\$ 10,999.99</b> |

GENERAL CONTRACTOR NON-UNIT PRICE WORK ITEMS (Refer to General Contractor Worksheets)

|     | LABOR                                                | MATERIAL            | EQUIPMENT   | TOTALS      |                     |
|-----|------------------------------------------------------|---------------------|-------------|-------------|---------------------|
| G1  | Turner - Additional Pre-Con Services                 | \$ 33,750.00        | \$ -        | \$ -        | \$ 33,750.00        |
| G2  |                                                      | \$ -                | \$ -        | \$ -        | \$ -                |
| G3  |                                                      | \$ -                | \$ -        | \$ -        | \$ -                |
| G4  |                                                      | \$ -                | \$ -        | \$ -        | \$ -                |
| G5  |                                                      | \$ -                | \$ -        | \$ -        | \$ -                |
| G6  |                                                      | \$ -                | \$ -        | \$ -        | \$ -                |
| G7  |                                                      | \$ -                | \$ -        | \$ -        | \$ -                |
| G8  |                                                      | \$ -                | \$ -        | \$ -        | \$ -                |
| G9  | <b>TOTAL (Lines G1 through G8)</b>                   | <b>\$ 33,750.00</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 33,750.00</b> |
| G10 | GC O&P @ 13% of Line G9                              |                     |             |             | \$ 4,387.50         |
| G11 | Sales Tax on Materials as of 01/01/19 @ 4.31%        |                     | \$ -        |             | \$ -                |
| G12 | GC On-Site Reimbursable Costs                        |                     |             |             | \$ -                |
| G12 | Permit Costs (At Cost)                               |                     |             |             | \$ -                |
| G13 | <b>GC SUB TOTAL (Sum of Lines G9 through G12)</b>    |                     |             |             | <b>\$ 38,137.50</b> |
| G14 | <b>Sub-Contractor Total (Line S14)</b>               |                     |             |             | <b>\$ 10,999.99</b> |
| G15 | <b>GC Markup of Sub Contractors (7% of Line S12)</b> | \$ 676.41           |             |             | \$ 676.41           |
| G16 | <b>Subtotal (Sum of Lines G13, G14, &amp; G15)</b>   |                     |             |             | <b>\$ 49,813.90</b> |
| G17 | Bond Costs (No greater than 2.5% of Line G16)        |                     |             |             | \$ 1,245.35         |
| G18 | <b>Total Proposal Request (Lines G16 + G17)</b>      |                     |             |             | <b>\$ 51,059.25</b> |

**CONTRACTOR'S TOTAL PROPOSED COST \$ 51,059.25**

TIME TO COMPLETE THE WORK IN THIS PROPOSAL REQUEST 365 CALENDAR DAYS

CONTRACTOR'S SIGNATURE



DATE 9-Apr-19

## Exhibit D

UPDATED 1/9/2019

**GENERAL CONTRACTOR SELF PERFORM WORKSHEET FOR PROPOSAL REQUEST****LARGE GC 2016-18 ON-CALL CONSTRUCTION SERVICES**

INFRASTRUCTURE PROJECT MANAGEMENT

DEPARTMENT OF PUBLIC WORK | CITY &amp; COUNTY OF DENVER | 201 W. COLFAX AVE. DENVER, CO 80202

CONTRACTOR NAME: Turner Construction PROPOSAL NO.: 1  
 PROJECT NAME: 2929 W 10th BHSC/MHCD DATE: 4/9/2019

CONTRACTOR NAME : Turner Construction

|    |                                         | LABOR        | MATERIAL | EQUIP. | TOTALS       |
|----|-----------------------------------------|--------------|----------|--------|--------------|
| 1  | Turner - Additional Pre-Con Services    | \$ -         | \$ -     | \$ -   | \$ -         |
| 2  | PM (Erickson) additional Pre-Con        | \$ 3,091.50  | \$ -     | \$ -   | \$ 3,091.50  |
| 3  | SR PM (Miller) additional Pre-Con       | \$ 2,120.00  | \$ -     | \$ -   | \$ 2,120.00  |
| 4  | Ops Mgr (Kalinowsky) additional Pre-Con | \$ 1,131.00  | \$ -     | \$ -   | \$ 1,131.00  |
| 5  | Est (Parker) additional Pre-Con         | \$ 2,095.00  | \$ -     | \$ -   | \$ 2,095.00  |
| 6  | Pre-Con Extension 6 mo 3/1 - 8/31       | \$ 16,875.00 | \$ -     | \$ -   | \$ 16,875.00 |
| 7  | Additional Deliverables During Pre-Con  | \$ 8,437.50  | \$ -     | \$ -   | \$ 8,437.50  |
| 8  |                                         | \$ -         | \$ -     | \$ -   | \$ -         |
| 9  |                                         | \$ -         | \$ -     | \$ -   | \$ -         |
| 10 |                                         | \$ -         | \$ -     | \$ -   | \$ -         |
| 11 |                                         | \$ -         | \$ -     | \$ -   | \$ -         |
| 12 |                                         | \$ -         | \$ -     | \$ -   | \$ -         |
| 13 |                                         | \$ -         | \$ -     | \$ -   | \$ -         |
| 14 |                                         | \$ -         | \$ -     | \$ -   | \$ -         |
| 15 | <b>SUB TOTAL (Lines 1 through 14)</b>   | \$ 33,750.00 | \$ -     | \$ -   | \$ 33,750.00 |

**TOTAL CONTRACTOR COSTS** \$ 33,750.00

## Exhibit D

UPDATED 1/9/2019

**SUB-CONTRACTOR WORKSHEET FOR PROPOSAL REQUEST****LARGE GENERAL CONTRACTOR 2016-18 ON-CALL CONSTRUCTION SERVICES**

INFRASTRUCTURE PROJECT MANAGEMENT

DEPARTMENT OF PUBLIC WORK | CITY &amp; COUNTY OF DENVER | 201 W. COLFAX AVE. DENVER, CO 80202

CONTRACTOR NAME: Turner Construction PROPOSAL NO.: 1  
 PROJECT NAME: 2929 W 10th BHSC/MHCD DATE: 4/9/2019

SUB-CONTRACTOR NAME : McKinstry

|    |                                                                                     | LABOR       | MATERIAL  | EQUIPMENT | TOTALS      |
|----|-------------------------------------------------------------------------------------|-------------|-----------|-----------|-------------|
| 1  | McKinstry - VAV Testing and Commissioning                                           | \$ 7,522.12 | \$ -      | \$ -      | \$ 7,522.12 |
| 2  |                                                                                     | \$ -        | \$ -      | \$ -      | \$ -        |
| 3  |                                                                                     | \$ -        | \$ -      | \$ -      | \$ -        |
| 4  |                                                                                     | \$ -        | \$ -      | \$ -      | \$ -        |
| 5  |                                                                                     | \$ -        | \$ -      | \$ -      | \$ -        |
| 6  |                                                                                     | \$ -        | \$ -      | \$ -      | \$ -        |
| 7  |                                                                                     | \$ -        | \$ -      | \$ -      | \$ -        |
| 8  |                                                                                     | \$ -        | \$ -      | \$ -      | \$ -        |
| 9  |                                                                                     | \$ -        | \$ -      | \$ -      | \$ -        |
| 10 |                                                                                     | \$ -        | \$ -      | \$ -      | \$ -        |
| 12 |                                                                                     | \$ -        | \$ -      | \$ -      | \$ -        |
| 13 |                                                                                     | \$ -        | \$ -      | \$ -      | \$ -        |
| 14 |                                                                                     | \$ -        | \$ -      | \$ -      | \$ -        |
| 15 | <b>SUB TOTAL (Lines 1 through 14)</b>                                               | \$ 7,522.12 | \$ -      | \$ -      | \$ 7,522.12 |
| 16 | Overhead & Profit @ 13% of line 15                                                  |             |           |           | \$ 977.88   |
| 17 | Sales Tax on Materials as of 01/01/19 @ 4.31%                                       |             | \$ -      |           | \$ -        |
| 18 | Permit Costs (At Cost)                                                              |             |           |           | \$ -        |
| 19 | <b>SUB TOTAL ( Lines 15+16+17+18 )</b>                                              |             |           |           | \$ 8,500.00 |
| 20 | Bond Cost (Only if applicable and no greater than 1.5% of Line 19)                  |             |           |           | \$ -        |
| 21 | <b>SUB TOTAL O&amp;P, TAX, PERMIT, AND BOND (Sum of Lines 16, 17, 18, &amp; 20)</b> |             | \$ 977.88 |           |             |
| 22 | <b>TOTAL SUB-CONTRACTOR COSTS (Line 19 + 20)</b>                                    |             |           |           | \$ 8,500.00 |

**TOTAL SUB-CONTRACTOR COSTS**      \$                      **8,500.00**

## Exhibit D

UPDATED 1/9/2019

**SUB-CONTRACTOR WORKSHEET FOR PROPOSAL REQUEST****LARGE GENERAL CONTRACTOR 2016-18 ON-CALL CONSTRUCTION SERVICES**

INFRASTRUCTURE PROJECT MANAGEMENT

DEPARTMENT OF PUBLIC WORK | CITY &amp; COUNTY OF DENVER | 201 W. COLFAX AVE. DENVER, CO 80202

CONTRACTOR NAME: Turner Construction PROPOSAL NO.: 1  
 PROJECT NAME: 2929 W 10th BHSC/MHCD DATE: 4/9/2019

SUB-CONTRACTOR NAME : Gary Leimer Flooring

|    |                                                                                     | LABOR     | MATERIAL    | EQUIPMENT | TOTALS      |
|----|-------------------------------------------------------------------------------------|-----------|-------------|-----------|-------------|
| 1  | Gary Leimer - Concrete Moisture Testing                                             | \$ 265.00 | \$ 1,875.84 | \$ -      | \$ 2,140.84 |
| 2  |                                                                                     | \$ -      | \$ -        | \$ -      | \$ -        |
| 3  |                                                                                     | \$ -      | \$ -        | \$ -      | \$ -        |
| 4  |                                                                                     | \$ -      | \$ -        | \$ -      | \$ -        |
| 5  |                                                                                     | \$ -      | \$ -        | \$ -      | \$ -        |
| 6  |                                                                                     | \$ -      | \$ -        | \$ -      | \$ -        |
| 7  |                                                                                     | \$ -      | \$ -        | \$ -      | \$ -        |
| 8  |                                                                                     | \$ -      | \$ -        | \$ -      | \$ -        |
| 9  |                                                                                     | \$ -      | \$ -        | \$ -      | \$ -        |
| 10 |                                                                                     | \$ -      | \$ -        | \$ -      | \$ -        |
| 12 |                                                                                     | \$ -      | \$ -        | \$ -      | \$ -        |
| 13 |                                                                                     | \$ -      | \$ -        | \$ -      | \$ -        |
| 14 |                                                                                     | \$ -      | \$ -        | \$ -      | \$ -        |
| 15 | <b>SUB TOTAL (Lines 1 through 14)</b>                                               | \$ 265.00 | \$ 1,875.84 | \$ -      | \$ 2,140.84 |
| 16 | Overhead & Profit @ 13% of line 15                                                  |           |             |           | \$ 278.31   |
| 17 | Sales Tax on Materials as of 01/01/19 @ 4.31%                                       |           | \$ 80.85    |           | \$ 80.85    |
| 18 | Permit Costs (At Cost)                                                              |           |             |           | \$ -        |
| 19 | <b>SUB TOTAL ( Lines 15+16+17+18 )</b>                                              |           |             |           | \$ 2,500.00 |
| 20 | Bond Cost (Only if applicable and no greater than 1.5% of Line 19)                  |           |             |           | \$ -        |
| 21 | <b>SUB TOTAL O&amp;P, TAX, PERMIT, AND BOND (Sum of Lines 16, 17, 18, &amp; 20)</b> |           | \$ 359.16   |           |             |
| 22 | <b>TOTAL SUB-CONTRACTOR COSTS (Line 19 + 20)</b>                                    |           |             |           | \$ 2,500.00 |

**TOTAL SUB-CONTRACTOR COSTS \$ 2,500.00**

Exhibit D

| Purchase Order | Line Number | Business Document Internal Memo                                                                                                                                                                                                                                                 | Line Description                                                                                                                                                                                                                                                                            | Spend Category as Worktag              | Supplier as Worktag         | Supplier ID     | Distrib Obligation Amount | Distrib Obligation Amount Liquidated | Distrib Obligation Amount Remaining | Distrib Worktags                                                                                                                                                                                               |
|----------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-----------------------------|-----------------|---------------------------|--------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PO-00042009    | 1           | PWTRN-201842380<br>Work Order No. 6<br>Preconstruction services for the 2929 W. 10th Ave Interior Renovation Project.<br><br>03/14/19 C/O TO REDUCE/L1 (\$2,250.00);<br>MOVE BALANCE TO (NEW LINE 2) WITH NEW FUND/COST CENTER.<br>ASC<br>04-29-19 CO to add \$51,059.25 L2 JPU | OC201524803 (SC-00000862)-TURNER CONSTRUCTION-WO #6-Preconstruction services per the RFQ/RFP Provided for the 2929 W. 10th Ave Interior Renovation Project.<br>\$11,250.00<br>PWTRN<br>13812/55577010/72140000<br>Requested By: Kelly Kloosterman 720-865-8718<br>Prevailing Wage/Retention | 72140000 - Heavy construction services | TURNER CONSTRUCTION COMPANY | DENVR0000050936 | 9,000.00                  | 9,000.00                             | 0.00                                | CFMS Function: 0000 Undesignated<br><br>CFMS Program: 0000 Undesignated<br><br>Cost Center: 5557010 Solution Center<br><br>Fund: 13812 DHS Homeless Services<br><br>Prevailing Wage Investigator: Carol Carter |
| PO-00042009    | 2           | PWTRN-201842380<br>Work Order No. 6<br>Preconstruction services for the 2929 W. 10th Ave Interior Renovation Project.<br><br>03/14/19 C/O TO REDUCE/L1 (\$2,250.00);<br>MOVE BALANCE TO (NEW LINE 2) WITH NEW FUND/COST CENTER.<br>ASC<br>04-29-19 CO to add \$51,059.25 L2 JPU | OC201524803 (SC-00000862)-TURNER CONSTRUCTION-WO #6-Preconstruction services per the RFQ/RFP Provided for the 2929 W. 10th Ave Interior Renovation Project.<br>\$11,250.00<br>PWTRN<br>13812/55577010/72140000<br>Requested By: Kelly Kloosterman 720-865-8718<br>Prevailing Wage/Retention | 72140000 - Heavy construction services | TURNER CONSTRUCTION COMPANY | DENVR0000050936 | 53,309.25                 | 2,250.00                             | 51,059.25                           | Cost Center: 6501900 Solutions Center Administration<br><br>Fund: 14808 Solutions Center<br><br>Prevailing Wage Investigator: Carol Carter                                                                     |
|                |             |                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                             |                                        |                             |                 | 62,309.25                 | 11,250.00                            | 51,059.25                           |                                                                                                                                                                                                                |

Exhibit E

**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.

## Exhibit E

### **RULE II - NOTICE OF HEARING**

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

### **RULE III - HEARING**

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

### **REGULATIONS**

#### **REGULATION NO. 1 - ORDINANCE:**

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

#### **REGULATION NO. 2 - EXEMPTIONS:**

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

#### **REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:**

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

## Exhibit E

Director of the Division of Small Business Opportunity shall promptly report apparent affirmative action deficiencies to the Manager.

### **REGULATION NO. 4 - GOALS AND TIMETABLES:**

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

### **REGULATION NO. 5 - AWARD OF CONTRACTS:**

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

### **REGULATION NO. 6 - PUBLICATION AND DUPLICATION:**

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

### **REGULATION NO. 7 - NOTICE TO PROCEED:**

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

### **REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:**

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

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

### **REGULATION NO. 9 - AGENCY REFERRALS:**

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

### **REGULATION NO. 10 - CLAUSES:**

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

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

All amendments to the appendices shall be included by reference.

Exhibit E

**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.

Exhibit E

**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 E

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.

Exhibit E

**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 E

**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:

|                                                                                                                                                               |                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>GOALS FOR<br/>MINORITY PARTICIPATION<br/>FOR EACH TRADE</b></p> <p>From January 1, 1982<br/>to<br/>Until Further Notice</p> <p><b>21.7% - 23.5%</b></p> | <p><b>GOALS FOR<br/>FEMALE PARTICIPATION<br/>FOR EACH TRADE</b></p> <p>From January 1, 1982<br/>to<br/>Until Further Notice</p> <p><b>6.9%</b></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|

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 E

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 E

- 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 E

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 E

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 F



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification and Compensation Technician II  
**DATE:** May 13, 2019  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, May 10, 2019** 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. CO190020  
Superseded General Decision No. CO20180030  
Modification No. 3  
Publication Date: 05/10/2019  
(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.

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

Exhibit F

General Decision Number: CO190020 05/10/2019 CO20

Superseded General Decision Number: CO20180030

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 \$10.60 for calendar year 2019 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 \$10.60 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 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/04/2019       |
| 1                   | 02/01/2019       |
| 2                   | 02/22/2019       |
| 3                   | 05/10/2019       |

ASBE0028-002 07/01/2018

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

CARP0055-002 11/01/2018

| Rates | Fringes |
|-------|---------|
|-------|---------|

Exhibit F

CARPENTER (Drywall Hanging Only).....\$ 29.45 9.64

-----  
 CARP1607-001 06/01/2018

Rates Fringes

MILLWRIGHT.....\$ 32.99 14.02

-----  
 ELEC0068-012 06/01/2018

Rates Fringes

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

-----  
 ELEV0025-001 01/01/2019

Rates Fringes

ELEVATOR MECHANIC.....\$ 45.05 34.125

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 05/01/2018

Rates Fringes

POWER EQUIPMENT OPERATOR (Crane)

141 tons and over.....\$ 31.07 10.70  
 50 tons and under.....\$ 28.40 10.70  
 51 to 90 tons.....\$ 28.57 10.70  
 91 to 140 tons.....\$ 29.55 10.70

-----  
 IRON0024-009 01/01/2019

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 29.85 11.42

-----  
 IRON0024-010 01/01/2019

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 29.85 11.42

-----  
 PAIN0079-006 08/01/2017

Exhibit F

|                                                                                                     | Rates    | Fringes |
|-----------------------------------------------------------------------------------------------------|----------|---------|
| PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....                           | \$ 20.50 | 8.41    |
| -----                                                                                               |          |         |
| PAIN0079-007 08/01/2017                                                                             |          |         |
|                                                                                                     | Rates    | Fringes |
| DRYWALL FINISHER/TAPER.....                                                                         | \$ 21.20 | 8.41    |
| -----                                                                                               |          |         |
| PAIN0419-001 07/01/2016                                                                             |          |         |
|                                                                                                     | Rates    | Fringes |
| SOFT FLOOR LAYER (Vinyl and Carpet).....                                                            | \$ 20.00 | 10.83   |
| -----                                                                                               |          |         |
| PAIN0930-002 07/01/2018                                                                             |          |         |
|                                                                                                     | Rates    | Fringes |
| GLAZIER.....                                                                                        | \$ 31.52 | 10.13   |
| -----                                                                                               |          |         |
| 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   |
| -----                                                                                               |          |         |

## Exhibit F

SUCO2013-006 07/31/2015

|                                                                                                                    | Rates    | Fringes |
|--------------------------------------------------------------------------------------------------------------------|----------|---------|
| BRICKLAYER.....                                                                                                    | \$ 21.96 | 0.00    |
| CARPENTER (Acoustical Ceiling<br>Installation Only).....                                                           | \$ 22.40 | 4.85    |
| CARPENTER (Metal Stud<br>Installation Only).....                                                                   | \$ 17.68 | 0.00    |
| CARPENTER, Excludes<br>Acoustical Ceiling<br>Installation, Drywall<br>Hanging, and Metal Stud<br>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 -<br>Cement/Concrete.....                                                                    | \$ 16.00 | 0.00    |
| LABORER: Pipelayer.....                                                                                            | \$ 16.96 | 3.68    |
| OPERATOR:<br>Backhoe/Excavator/Trackhoe.....                                                                       | \$ 20.78 | 5.78    |
| OPERATOR: Bobcat/Skid<br>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    |

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

## Exhibit F

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

| <b>Classification</b>    |                                 | <b>Base</b> | <b>Fringe</b> |
|--------------------------|---------------------------------|-------------|---------------|
| 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](http://www.denvergov.org/Auditor) to view the Prevailing Wage Clarification Document for a list of complete classifications used.

Exhibit G

Liberty Bond No.: 015207636  
Travelers Bond No.: 107135603  
F&D/Zurich Bond No.: 9322730  
Federal Bond No.: 8258-71-09  
Continental Bond No.: 30081648  
BH Surety Bond No.: 47-SUR-300033-01-0362

Payment and Performance Bond

CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS  
PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Turner Construction Company  
1401 Zuni Street, Suite 301, Denver, CO 80204

a corporation organized and existing under and by virtue of the laws of the State of New York,  
hereafter referred to as the "Contractor", and SEE ATTACHMENT A

a corporation organized and existing under and by virtue of the laws of the State of SEE ATTACHMENT A  
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the  
CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred  
to as the "City", in the penal sum of Five Million Five Hundred Seventy One Thousand Five Hundred Fifty Eight and 00/100  
Dollars (\$5,571,558.00), 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.**  
**201952028; 2929 W. 10<sup>TH</sup> AVE. INTERIOR RENOVATION**, Denver, Colorado, and has bound itself  
to complete the project within the time or times specified or pay liquidated damages, all as designated,  
defined and described in the said Contract and Conditions thereof, and in accordance with the Plans  
and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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



Exhibit G

**RE: Contract Control No. 201952028 - City and County of Denver  
Behavioral Health Solutions Center; 2929 W. 10<sup>th</sup> Ave., Interior Renovation  
TCCO No. 190938**

**ATTACHMENT A**

**BOND NUMBERS: Liberty Bond No.: 015207636  
Travelers Bond No.: 107135603  
F&D/Zurich Bond No.: 9322730  
Federal Bond No.: 8258-71-09  
Continental Bond No.: 30081648  
BH Surety Bond No.: 47-SUR-300033-0362**

Liberty Mutual Insurance Company, a Massachusetts Corporation  
Travelers Casualty and Surety Company of America, a Connecticut corporation  
Fidelity and Deposit Company of Maryland, a Illinois corporation  
Zurich American Insurance Company, a New York corporation  
Federal Insurance Company, an Indiana corporation  
The Continental Insurance Company, a Pennsylvania Corporation  
Berkshire Hathaway Specialty Insurance Company, a Nebraska Corporation

**Liberty Mutual Insurance Company – A.M. Best Rating A XV**  
175 Berkeley Street, Boston, MA 02116  
**Mailing Address for Notices:**  
Gretchen Eck, Surety Claims Counsel  
2815 Forbs Avenue, Suite 102  
Hoffman Estates, IL 60192  
(847) 396-7101  
**Bond No. 015207636**

**Travelers Casualty and Surety Company of America – A.M. Best Rating A++ XV**  
Construction Services, One Tower Square, Hartford, CT 06183  
**Bond No. 107135603**

**Fidelity and Deposit Company of Maryland**  
**Zurich American Insurance Company - A.M. Best Rating A+ XV**  
1299 Zurich Way, 5<sup>th</sup> Floor, Schaumburg, IL 60196  
**Bond No. 9322730**

**Federal Insurance Company – A.M. Best Rating A++ XV**  
202B Hall's Mill Road, Whitehouse Station, NJ 08889  
**Bond No. 8258-71-09**

**The Continental Insurance Company – A.M. Best Rating A XV**  
151 N Franklin Street, Chicago, IL 60606  
**Bond No. 30081648**

**Berkshire Hathaway Specialty Insurance Company – A.M. Best Rating A++ XV**  
100 Federal Street, 20th Floor, Boston, MA 02110  
**Bond No. 47-SUR-300033-0362**

By:   
Maria L. Sada, Attorney-In-Fact



**CORPORATE ACKNOWLEDGMENT**

Form 152

STATE OF

COUNTY OF

On this 24 day of October, 2019, before me personally came Geoff Moore to me known, who, being by me duly sworn, did depose and say that she/he resides in Colorado that she/he is the Vice president of the

Turner Construction the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)

[Signature] exp. 8-21-22.

KELI AKEMI SAKAMOTO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184033483  
MY COMMISSION EXPIRES AUGUST 21, 2022

**CORPORATE ACKNOWLEDGMENT**

Form 152

STATE OF NEW JERSEY  
COUNTY OF BERGEN

On this 17th day of October, 2019 before me personally came Maria L. Spadaccini to me known, who, being by me duly sworn, did depose and say that she/he resides in Hawthorne, New Jersey that she/he is the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, ZURICH AMERICAN INSURANCE COMPANY, FEDERAL INSURANCE COMPANY, THE CONTINENTAL INSURANCE COMPANY, BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



Charo J. Rosemond

**CHARO J. ROSEMOND**  
**NOTARY PUBLIC, STATE OF NEW JERSEY**  
**MY COMMISSION EXPIRES**  
**JUNE 13, 2022**

Exhibit G

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.



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

Certificate No: 8200349-974450

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2019.



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

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24 day of October, 2019.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

|                                                                                   |                                                                                                                                                              |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>Travelers Casualty and Surety Company of America</b><br><b>Travelers Casualty and Surety Company</b><br><b>St. Paul Fire and Marine Insurance Company</b> |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|

**POWER OF ATTORNEY**

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

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

State of Connecticut

City of Hartford ss.



By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

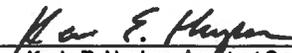
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24 day of October, 2019



  
Kevin E. Hughes, Assistant Secretary

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

Exhibit G

**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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, 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 Mary R. MCKEE, Maria L. SPADACCINI, Sherryanne M. DEPIRRO, Nicholas F. WALSH, Lisa M. SCAVETTA, Elliott W. WOLFFE, James BALDASSARE, Jr., Krista A. BURKE and Charo J. ROSEMOND, all of Paramus, New Jersey, 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.

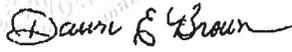
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

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 25th day of February, A.D. 2019.



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

  
By: Robert D. Murray  
Vice President

  
By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 25th day of February, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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





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

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint James Baldassare Jr., Krista A. Burke, Sherryanne M. DePirro, Mary R. McKee, Charo J. Rosemond, Lisa M. Scavetta, Maria L. Spadacini, Nicholas F. Walsh and Elliott W. Wolffe of Paramus, New Jersey—

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 22<sup>nd</sup> day of January, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon ss

On this 22<sup>nd</sup> day of January, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE A. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2876883  
Commission Expires July 18, 2018

*Katherine A. Adelaar*  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

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

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

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

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 24 day of October 2019



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Tel: home (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Exhibit G

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

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

**Elliott W Wolffe, Maria L Spadaccini, James Baldassare Jr, Mary R McKee, Krista A Burke, Charo J Rosemond, Sherryanne M DePirro, Lisa M Scavetta, Nicholas F Walsh, Individually**

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

**- In Unlimited Amounts -**

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of February, 2019.



The Continental Insurance Company

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 11th day of February, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

*J. Mohr*  
J. Mohr Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24 day of October, 2019



The Continental Insurance Company

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6850-4/2012



**Power Of Attorney**  
**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**  
**NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY**

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Krista A. Burke, Sherryanne M. DePirro, Charo J. Rosemond, Mary R. McKee, Andrew Waterbury, James Beldassare, Jr., Maria L. Spadaccini, Nicholas F. Walsh, Elliott W. Wolfe, Lisa M. Scavetta, 650 From Road of the city of Paramus State of New Jersey, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,**

**NATIONAL INDEMNITY COMPANY,  
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

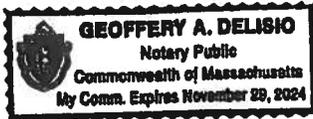
By: \_\_\_\_\_  
David Fields, Executive Vice President

By: \_\_\_\_\_  
David Fields, Vice President



**NOTARY**  
State of Massachusetts, County of Suffolk, ss:  
On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this October 24 2019.

  
\_\_\_\_\_  
Officer

To verify the authenticity of this Power of Attorney please contact us at BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 605-2516 or by email at [Jennifer.Porter@bhspecialty.com](mailto:Jennifer.Porter@bhspecialty.com) THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at [claims@bhspecialty.com](mailto:claims@bhspecialty.com), via fax to (617) 507-6259, or via mail.



**PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION**

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

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

**RE: TURNER CONSTRUCTION COMPANY**

**Contract No: 201952028**  
**Project Name: 2929 W. 10th Ave. Interior Renovation; TCCO No. 190938**  
**Contract Amount: \$5,571,558.00**

**Performance and Payment Bond No.'s:**  
**Liberty Bond No.: 015207636**  
**Travelers Bond No.: 107135603**  
**F&D/Zurich Bond No.: 9322730**  
**Federal Bond No.: 8258-71-09**  
**Continental Bond No.: 30081648**  
**BH Surety Bond No.: 47-SUR-300033-0362**

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through insurance company, on the 17<sup>th</sup> day of October, 2019.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at (201) 267-7516.

Thank you.

Sincerely,

Maria L. Spadaccini  
Senior Surety Analyst



**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 I

**Notice to Proceed Form**



Denver Public Works  
Engineering Division  
Capital Projects Management – Dept. 506  
201 West Colfax Ave, Dept 614  
Denver, CO 80202  
[www.work4denver.com](http://www.work4denver.com)

Current Date

**NOTICE TO PROCEED**

(SAMPLE)

Name  
Company  
Street  
City/State/Zip

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

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

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

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

Sincerely,

Lesley B. Thomas  
City Engineer

cc:



**Exhibit J**  
**Contractor's Certification of Payment**  
**Form**



**DENVER**  
OFFICE OF ECONOMIC  
DEVELOPMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT K

### Final Receipt Form - Certificate of Final Release



Denver Public Works  
Engineering Division  
Capital Projects Management – Dept. 506

201 West Colfax Ave, Dept 614  
Denver, CO 80202  
[www.work4denver.com](http://www.work4denver.com)

#### Certificate of Contract Release (SAMPLE)

Date

Name

Company

Street

City/State/Zip

RE: Certificate of Contract Release for  
«CONTRACT NO», «PROJECT NAME»

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

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

\_\_\_\_\_  
Contractor's Signature Date Signed

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

**EXHIBIT L**

**Contract Drawings**

**Plans labeled Behavioral Health Center Solutions**

**Dated 4.26.19**

**[TO BE INCORPORATED BY REFERENCE]**

**EXHIBIT M**

**Technical Specifications**

**Project Manual labeled Behavioral Health Center Solutions Renovation**

**Dated 4.26.19**

[TO BE INCORPORATED BY REFERENCE]

## Exhibit N



## Tools and Equipment Rental Rates

### 2019 Rates (\*4% increase per subsequent year)

| Name                                    | Category            | Description                                              | Daily     | Weekly    | Monthly     |
|-----------------------------------------|---------------------|----------------------------------------------------------|-----------|-----------|-------------|
| 3/8" Air Compressor House 50'           | Air Compressor      | 3/8" Air Compressor House 50'                            | \$ 2.00   | \$ 7.00   | \$ 20.00    |
| 3/8" Air Compressor House 75'           | Air Compressor      | 3/8" Air Compressor House 75'                            | \$ 3.00   | \$ 10.00  | \$ 30.00    |
| Air Compressor                          | Air Compressor      | Air Compressor, Pancake, 150 PSI                         | \$ 13.00  | \$ 42.00  | \$ 121.00   |
| Barrel Fan                              | Air Quality Control | 3' Barrel Fan                                            | \$ 25.00  | \$ 83.00  | \$ 242.00   |
| Negative Air Flex Tube 12"              | Air Quality Control | Negative Air Flex Tube 12"                               | \$ 3.00   | \$ 9.00   | \$ 25.00    |
| Negative Air Machine                    | Air Quality Control | Ornitech OA2200C (1-1/2HP) Negative Air Machine or equal | \$ 55.00  | \$ 182.00 | \$ 533.00   |
| Edge Guard Wall System (1 lf)           | Air Quality Control | Edge Guard Adjustable Containment Wall System            | \$ 1.30   | \$ 3.02   | \$ 8.64     |
| Manometer                               | Air Quality Control | Digital Manometer (OmniGuard 5)                          | \$ 51.00  | \$ 119.01 | \$ 340.00   |
| Mobile Containment Cube                 | Air Quality Control | Aire Guardian 3000 Mobile Containment Cube               | \$ 163.01 | \$ 380.38 | \$ 1,086.75 |
| Framing Square                          | Carpentry           | Framing Square                                           | \$ 1.00   | \$ 4.00   | \$ 10.00    |
| Flat Cart                               | Cart                | 5' Flat Cart                                             | \$ 12.00  | \$ 39.00  | \$ 114.00   |
| Plywood Cart                            | Cart                | Plywood Cart                                             | \$ 14.00  | \$ 47.00  | \$ 136.00   |
| Trash Cart                              | Cart                | Trash Removal Cart                                       | \$ 13.00  | \$ 42.00  | \$ 123.00   |
| Tool Cart                               | Cart                | Rolling Tool cart                                        | \$ 15.00  | \$ 49.00  | \$ 143.00   |
| 10oz Caulk Gun                          | Caulk               | 10 oz Large Caulk Gun                                    | \$ 1.00   | \$ 3.00   | \$ 8.00     |
| 24oz Caulk Gun                          | Caulk               |                                                          | \$ 3.00   | \$ 10.00  | \$ 30.00    |
| One-Handed Bar Clamp                    | Clamp               | One-Handed Bar Clamp 5'                                  | \$ 2.00   | \$ 6.00   | \$ 17.00    |
| Corner Broom                            | Cleaning            | Corner Broom                                             | \$ 1.00   | \$ 4.00   | \$ 10.00    |
| Push Broom                              | Cleaning            | Push Broom                                               | \$ 2.00   | \$ 5.00   | \$ 15.00    |
| Floor Scrapper                          | Cleaning            | Floor Scrapper                                           | \$ 5.00   | \$ 16.00  | \$ 46.00    |
| Floor Squeegee                          | Cleaning            | Floor Squeegee                                           | \$ 3.00   | \$ 9.00   | \$ 25.00    |
| Concrete Rack                           | Concrete            | Concrete Rack                                            | \$ 3.00   | \$ 9.00   | \$ 25.00    |
| Concrete Vibrator                       | Concrete            | Concrete Vibrator, 6' Whip                               | \$ 52.00  | \$ 170.00 | \$ 496.00   |
| Grout Pump                              | Concrete            | Manual Grout Pump                                        | \$ 25.00  | \$ 83.00  | \$ 242.00   |
| Hilti Blow Pump                         | Concrete            | Hilti Blow Pump                                          | \$ -      | \$ -      | \$ -        |
| Hilti Double Tube Epoxy Gun             | Concrete            | Hilti Double Tube Epoxy Gun                              | \$ 9.00   | \$ 28.00  | \$ 80.00    |
| Hilti Ramset                            | Concrete            | Hilti Ramset                                             | \$ 15.00  | \$ 50.00  | \$ 146.00   |
| Hudson Sprayer                          | Concrete            | Hudson Sprayer                                           | \$ 7.00   | \$ 23.00  | \$ 66.00    |
| Door Jack / Door Dolly                  | Door                | Doorjak 100                                              | \$ 188.00 | \$ 620.00 | \$ 1,815.00 |
| Oak Door                                | Door                | Solid Red Oak Door                                       | \$ 18.00  | \$ 58.00  | \$ 170.00   |
| Temp Door                               | Door                | Solid Temporary Door                                     | \$ -      | \$ -      | \$ -        |
| Dremel Tool                             | Dremel              | Dremel Tool                                              | \$ 6.00   | \$ 20.00  | \$ 56.00    |
| DeWalt Cordless Drill                   | Drill               | DeWalt 20V Cordless Drill                                | \$ 8.00   | \$ 25.00  | \$ 73.00    |
| DeWalt Cordless Impact Driver           | Drill               | DeWalt 20V Cordless Impact Driver                        | \$ 8.00   | \$ 27.00  | \$ 78.00    |
| Drill                                   | Drill               | Ridgid Drill                                             | \$ 9.00   | \$ 29.00  | \$ 85.00    |
| Driver Set                              | Drill               | Driver Set                                               | \$ 3.00   | \$ 8.00   | \$ 22.00    |
| Hilti Cordless Hammer Drill             | Drill               | Hilti TE-4A18, Cordless 18V Hammer Drill                 | \$ 20.00  | \$ 67.00  | \$ 194.00   |
| Milwaukee Corded Hammer Drill           | Drill               | Milwaukee 110V Hammer Drill                              | \$ 12.00  | \$ 38.00  | \$ 109.00   |
| Milwaukee, Cordless Impact Driver       | Drill               | Milwaukee, 18V Cordless, Impact Driver                   | \$ 12.00  | \$ 38.00  | \$ 109.00   |
| Rigid Cordless Impact Driver            | Drill               | Ridgid, 18V Cordless, Impact Driver                      | \$ 7.00   | \$ 22.00  | \$ 63.00    |
| Rotary Hammer                           | Drill               | Medium Duty Rotary Hammers                               | \$ 9.00   | \$ 29.00  | \$ 85.00    |
| Drywall Mud Pan                         | Drywall             | Drywall Mud Pan                                          | \$ 2.00   | \$ 5.00   | \$ 13.00    |
| Hoe                                     | Earth Work          | Hoe                                                      | \$ 2.00   | \$ 6.00   | \$ 17.00    |
| Post Hole Digger                        | Earth Work          | Post Hole Digger                                         | \$ 3.00   | \$ 9.00   | \$ 25.00    |
| Rock Rake                               | Earth Work          | Rock Rake                                                | \$ 2.00   | \$ 6.00   | \$ 17.00    |
| Round Point Small Shovel                | Earth Work          | Round Point Small Shovel                                 | \$ 2.00   | \$ 6.00   | \$ 16.00    |
| Snow Shovel                             | Earth Work          | Round Point Small Shovel                                 | \$ 3.00   | \$ 8.00   | \$ 22.00    |
| Wheelbarrow                             | Earth Work          | Wheel Borrow                                             | \$ 6.00   | \$ 19.00  | \$ 54.00    |
| 100' Extension Cord                     | Extension Cord      | 100 foot extension cord                                  | \$ 6.00   | \$ 20.00  | \$ 56.00    |
| 50' Extension Cord                      | Extension Cord      | 50 foot extension cord                                   | \$ 3.00   | \$ 8.00   | \$ 22.00    |
| 12 Gallon Shop Vacuum                   | Field Office        | 12 Gallon Shop Vacuum                                    | \$ 6.00   | \$ 18.00  | \$ 51.00    |
| 14 Gallon Shop Vacuum                   | Field Office        | 14 Gallon Shop Vacuum                                    | \$ 7.00   | \$ 23.00  | \$ 66.00    |
| 30" Sawhorse                            | Field Office        | 30" Sawhorse                                             | \$ 3.00   | \$ 8.00   | \$ 22.00    |
| 4'x2' Wagon                             | Field Office        | 4'x2' Wagon                                              | \$ 8.00   | \$ 27.00  | \$ 78.00    |
| 8 Gallon Shop Vacuum                    | Field Office        | 8 Gallon Shop Vacuum                                     | \$ 5.00   | \$ 15.00  | \$ 43.00    |
| Alto 590 Space Vacuum                   | Field Office        | Alto 590 Space Vacuum                                    | \$ 55.00  | \$ 182.00 | \$ 533.00   |
| Alto Aero 31 Inox Vacuum                | Field Office        | Alto Aero 31 Inox Vacuum                                 | \$ 22.00  | \$ 72.00  | \$ 209.00   |
| DeWalt 20V Cordless Vacuum              | Field Office        | DeWalt 20V Cordless Vacuum                               | \$ 9.00   | \$ 30.00  | \$ 88.00    |
| Folding Chair                           | Field Office        | Folding Chair                                            | \$ 1.00   | \$ 4.00   | \$ 10.00    |
| Four Channel Motorola Radio             | Field Office        | Four Channel Motorola Radio                              | \$ 14.00  | \$ 46.00  | \$ 134.00   |
| Heavy Commercial Carpet Vacuum          | Field Office        | Heavy Commercial Carpet Vacuum                           | \$ 15.00  | \$ 50.00  | \$ 146.00   |
| Jet-Pack Vacuum                         | Field Office        | Jet-Pack Vacuum                                          | \$ 15.00  | \$ 50.00  | \$ 146.00   |
| Mini Fridge                             | Field Office        | Mini Fridge                                              | \$ 9.00   | \$ 30.00  | \$ 88.00    |
| Plan Table 5'                           | Field Office        | Plan Table 5'                                            | \$ -      | \$ -      | \$ -        |
| Plan Table 8'                           | Field Office        | Plan Table 8'                                            | \$ -      | \$ -      | \$ -        |
| Trash Buggy                             | Field Office        | Trash Buggy                                              | \$ 8.00   | \$ 25.00  | \$ 73.00    |
| Trash Can Brute                         | Field Office        | Trash Can Brute                                          | \$ 2.00   | \$ 5.00   | \$ 14.00    |
| Zip Pole                                | Field Office        | Zip Pole                                                 | \$ 10.00  | \$ 31.00  | \$ 90.00    |
| Fire Extinguisher                       | Fire Extinguisher   | 10 Pound Fire Extinguisher                               | \$ 6.00   | \$ 20.00  | \$ 59.00    |
| Fire Extinguisher                       | Fire Extinguisher   | 20 Pound Fire Extinguisher                               | \$ 13.00  | \$ 42.00  | \$ 121.00   |
| Glass moving Suction Cup                | Glazing             | Glass moving Suction Cups                                | \$ 6.00   | \$ 19.00  | \$ 54.00    |
| 4-1/2" Milwaukee Cordless Angle Grinder | Grinder             | 4-1/2" Cordless Angle Grinder                            | \$ 10.00  | \$ 34.00  | \$ 97.00    |
| 4-1/2" Bosch Corded Angle Grinder       | Grinder             | 4-1/2" DeWalt Corded Angle Grinder                       | \$ 6.00   | \$ 20.00  | \$ 59.00    |
| 4-1/2" DeWalt Corded Angle Grinder      | Grinder             | 4-1/2" DeWalt Corded Angle Grinder                       | \$ 6.00   | \$ 20.00  | \$ 59.00    |
| Grinder 7"                              | Grinder             | Grinder 7"                                               | \$ 8.00   | \$ 27.00  | \$ 78.00    |
| Makita Corded Angle Grinder             | Grinder             | Makita Corded Angle Grinder                              | \$ 6.00   | \$ 18.00  | \$ 51.00    |
| Milwaukee Cordless 18V Grinder          | Grinder             | Milwaukee Cordless 18V Grinder                           | \$ 8.00   | \$ 25.00  | \$ 73.00    |
| 8 Pound Sledge Hammer                   | Hammer              | 8 Pound Sledge Hammer                                    | \$ 5.00   | \$ 15.00  | \$ 44.00    |
| 3/8" Garden Hose 100'                   | Hose                | 3/8" Garden Hose 100'                                    | \$ 5.00   | \$ 17.00  | \$ 49.00    |
| 5/8" Garden Hose 100'                   | Hose                | 5/8" Garden Hose 100'                                    | \$ 6.00   | \$ 20.00  | \$ 59.00    |
| Extension Ladder 16'                    | Ladder              | Extension Ladder 16'                                     | \$ 11.00  | \$ 36.00  | \$ 105.00   |
| Extension Ladder 18'                    | Ladder              | Extension Ladder 18'                                     | \$ 15.00  | \$ 48.00  | \$ 141.00   |
| Ladder A Frame 6'                       | Ladder              | Ladder A Frame 6'                                        | \$ 9.00   | \$ 30.00  | \$ 88.00    |
| Ladder A Frame 8'                       | Ladder              | Ladder A Frame 8'                                        | \$ 11.00  | \$ 37.00  | \$ 107.00   |
| Platform Ladder 8'                      | Ladder              | Platform Ladder 8'                                       | \$ 12.00  | \$ 38.00  | \$ 109.00   |
| 2' Level                                | Level               | 2' Level                                                 | \$ 2.00   | \$ 5.00   | \$ 15.00    |
| 4' level                                | Level               | 4' level                                                 | \$ 3.00   | \$ 8.00   | \$ 22.00    |

## Exhibit N



## Tools and Equipment Rental Rates

### 2019 Rates (\*4% increase per subsequent year)

| Name                                             | Category               | Description                                              | Daily     | Weekly    | Monthly     |
|--------------------------------------------------|------------------------|----------------------------------------------------------|-----------|-----------|-------------|
| 6' Level                                         | Level                  | 6' Level                                                 | \$ 9.00   | \$ 30.00  | \$ 88.00    |
| Crosshair Level                                  | Level                  | Crosshair Laser Level Bosch                              | \$ 12.00  | \$ 39.00  | \$ 112.00   |
| Laser Level                                      | Level                  | Laser Level                                              | \$ 15.00  | \$ 50.00  | \$ 146.00   |
| Laser Level Plane                                | Level                  | Laser Level Plane                                        | \$ 15.00  | \$ 50.00  | \$ 146.00   |
| Laser Level PSL-4                                | Level                  | Laser Level PSL-4                                        | \$ 23.00  | \$ 75.00  | \$ 218.00   |
| Laser Plumb Bob                                  | Level                  | Laser Plumb Bob                                          | \$ 10.00  | \$ 34.00  | \$ 97.00    |
| Light Stand 5'                                   | Lighting               | Light Stand 5'                                           | \$ 8.00   | \$ 27.00  | \$ 78.00    |
| Milwaukee Cordless Flashlight                    | Lighting               | Milwaukee Cordless Flashlight                            | \$ 5.00   | \$ 17.00  | \$ 49.00    |
| Small Work Light                                 | Lighting               | Small Work Light                                         | \$ 2.00   | \$ 5.00   | \$ 13.00    |
| Grease Gun                                       | Maintenance            | Grease Gun                                               | \$ 2.00   | \$ 5.00   | \$ 15.00    |
| 2" Brad Nail Gun                                 | Nail Gun               | 2" Brad Nail Gun                                         | \$ 6.00   | \$ 20.00  | \$ 59.00    |
| 2-1/2" Finish Nail Gun                           | Nail Gun               | 2-1/2" Finish Nail Gun                                   | \$ 9.00   | \$ 28.00  | \$ 80.00    |
| Paint Rollers                                    | Paint                  | Paint Rollers                                            | \$ 1.00   | \$ 4.00   | \$ 10.00    |
| DeWalt Battery                                   | Power Tool Accessories | DeWalt 20V Battery                                       | \$ 8.00   | \$ 25.00  | \$ 73.00    |
| Milwaukee Battery Charger                        | Power Tool Accessories | Milwaukee 18V Battery Charger                            | \$ 5.00   | \$ 17.00  | \$ 49.00    |
| Rigid Battery                                    | Power Tool Accessories | Rigid 18V Battery                                        | \$ 6.00   | \$ 17.00  | \$ 49.00    |
| Rigid Battery Charger                            | Power Tool Accessories | Rigid 18V Battery Charger                                | \$ 5.00   | \$ 17.00  | \$ 49.00    |
| Sump Pump                                        | Pumps                  | Sump Pump                                                | \$ 12.00  | \$ 38.00  | \$ 109.00   |
| Cable Chocker                                    | Rigging                | 5/8" Cable Chocker                                       | \$ 7.00   | \$ 21.00  | \$ 61.00    |
| Come-Along                                       | Rigging                | 2 Ton Come-Along                                         | \$ 4.00   | \$ 14.00  | \$ 39.00    |
| Lifting Straps 20'                               | Rigging                | Lifting Straps 20'                                       | \$ -      | \$ -      | \$ -        |
| Baker Scaffold Full Set with Rails               | Safety                 | Baker Scaffold Full Set with Rails                       | \$ 13.00  | \$ 41.00  | \$ 119.00   |
| First Aid Kit                                    | Safety                 | Large First Aid Kit                                      | \$ 18.00  | \$ 58.00  | \$ 170.00   |
| Gas Monitor                                      | Safety                 | Multi-Gas Gas Monitor                                    | \$ 65.00  | \$ 215.00 | \$ 629.00   |
| Large Fall Arrest Harness                        | Safety                 | Large Fall Arrest Harness                                | \$ 85.00  | \$ 281.00 | \$ 823.00   |
| Large Yoyo                                       | Safety                 | Large Yoyo                                               | \$ 15.00  | \$ 48.00  | \$ 138.00   |
| Mobile Scaffold (Battery Powered) - 6'           | Safety                 | Mobile Scaffold (Battery Powered) - 6'                   | \$ 27.94  | \$ 177.83 | \$ 700.00   |
| Orange Safety Fence                              | Safety                 | Orange Safety Fence                                      | \$ 2.00   | \$ 7.00   | \$ 20.00    |
| Rescue Basket                                    | Safety                 | Rescue Basket                                            | \$ 15.00  | \$ 49.00  | \$ 143.00   |
| Bosch Palm Sander                                | Sander                 | Bosch Palm Sander                                        | \$ 6.00   | \$ 18.00  | \$ 51.00    |
| DeWalt Corded Palm Sander                        | Sander                 | DeWalt Corded Palm Sander                                | \$ 4.00   | \$ 11.00  | \$ 32.00    |
| 12" Milwaukee Compound Miter Saw                 | Saw                    | 12" Milwaukee Compound Miter Saw                         | \$ 38.00  | \$ 125.00 | \$ 366.00   |
| 12" Milwaukee Sliding Miter Saw with Stand       | Saw                    | 12" Sliding Miter Saw with Stand                         | \$ 46.00  | \$ 152.00 | \$ 443.00   |
| 8" Hand Saw                                      | Saw                    | 8" Hand Saw                                              | \$ 1.00   | \$ 3.00   | \$ 8.00     |
| Corded Left-Handed 7-1/4" Worm Drive Saw         | Saw                    | Corded 7-1/4" Worm Drive Saw                             | \$ 10.00  | \$ 32.00  | \$ 92.00    |
| Corded 7-1/4" Worm Drive Saw                     | Saw                    | Corded 7-1/4" Worm Drive Saw                             | \$ 10.00  | \$ 32.00  | \$ 92.00    |
| Cordless Jigsaw                                  | Saw                    | Cordless Jigsaw                                          | \$ 9.00   | \$ 28.00  | \$ 80.00    |
| DeWalt 10" Job Site Table Saw                    | Saw                    | DeWalt 10" Job Site Table Saw                            | \$ 19.00  | \$ 63.00  | \$ 184.00   |
| DeWalt 20V Cordless Reciprocating Saw            | Saw                    | DeWalt 20V Reciprocating Saw                             | \$ 10.00  | \$ 31.00  | \$ 90.00    |
| DeWalt Corded 7-1/4" Circular Saw                | Saw                    | DeWalt Corded 7-1/4" Circular Saw                        | \$ 9.00   | \$ 29.00  | \$ 83.00    |
| ECHO Chainsaw                                    | Saw                    | ECHO Chainsaw                                            | \$ 25.00  | \$ 83.00  | \$ 242.00   |
| Jigsaw                                           | Saw                    | Cordless Jigsaw                                          | \$ 6.00   | \$ 20.00  | \$ 59.00    |
| Makita Corded Reciprocating Saw                  | Saw                    | Makita Corded Reciprocating Saw                          | \$ 6.00   | \$ 20.00  | \$ 56.00    |
| Makita Corded Worm Drive Saw                     | Saw                    | Makita Corded Worm Drive Saw                             | \$ 10.00  | \$ 32.00  | \$ 92.00    |
| Milwaukee 18V Cordless Circular Saw              | Saw                    | Milwaukee 18V Cordless Circular Saw                      | \$ 8.00   | \$ 26.00  | \$ 75.00    |
| Milwaukee 18V Cordless Reciprocating Saw         | Saw                    | Milwaukee 18V Cordless Reciprocating Saw                 | \$ 9.00   | \$ 29.00  | \$ 83.00    |
| Milwaukee Porta-Band Saw                         | Saw                    | Milwaukee Porta-Band Saw                                 | \$ 23.00  | \$ 77.00  | \$ 223.00   |
| Rigid Cordless 6" Circular Saw                   | Saw                    | Rigid Cordless 6" Circular Saw                           | \$ 7.00   | \$ 21.00  | \$ 61.00    |
| Ryobi Corded Circular Saw                        | Saw                    | Ryobi Corded Circular Saw                                | \$ 3.00   | \$ 10.00  | \$ 27.00    |
| Stihl Demo Saw                                   | Saw                    | Stihl Demo Saw                                           | \$ 75.00  | \$ 248.00 | \$ 726.00   |
| Milwaukee Corded Shears                          | Shears                 | Milwaukee Corded Shears                                  | \$ 10.00  | \$ 34.00  | \$ 97.00    |
| Sign - "Do Not Enter" with Stands                | Signage                | Sign - "Do Not Enter" with Stands                        | \$ 5.04   | \$ 32.07  | \$ 126.25   |
| Sign - "Exit (Left Arrow)" with stands           | Signage                | Sign - "Exit (Left Arrow)" with stands                   | \$ 3.33   | \$ 21.21  | \$ 83.50    |
| Sign - "No Parking Anytime" with stands          | Signage                | Sign - "No Parking Anytime" with stands                  | \$ 2.98   | \$ 18.99  | \$ 74.75    |
| Sign - "One Way (Left Arrow)" with stands        | Signage                | Sign - "One Way (Left Arrow)" with stands                | \$ 3.67   | \$ 23.37  | \$ 92.00    |
| Knaack, Model 89                                 | Tool Storage           | Job Box                                                  | \$ 75.00  | \$ 248.00 | \$ 726.00   |
| Knaack, 4824                                     | Tool Storage           | Job Box                                                  | \$ 40.00  | \$ 133.00 | \$ 388.00   |
| Knaack, 4830                                     | Tool Storage           | Job Box Model 60                                         | \$ 50.00  | \$ 166.00 | \$ 484.00   |
| Knaack, 4830                                     | Tool Storage           | Job Box Model 89                                         | \$ 50.00  | \$ 166.00 | \$ 484.00   |
| Greenlee 4830                                    | Tool Storage           | Job Box, 48x36                                           | \$ 60.00  | \$ 199.00 | \$ 581.00   |
| Knaack                                           | Tool Storage           | Job Box, 48x36                                           | \$ 60.00  | \$ 199.00 | \$ 581.00   |
| Knaack                                           | Tool Storage           | Job Box, 60"                                             | \$ 60.00  | \$ 199.00 | \$ 581.00   |
| 20" traffic Cone                                 | Traffic Control        | 20" traffic Cone                                         | \$ 4.00   | \$ 11.00  | \$ 32.00    |
| Bollard                                          | Traffic Control        | Reusable Bollard                                         | \$ 10.00  | \$ 34.00  | \$ 97.00    |
| Candle Stick Traffic Cone                        | Traffic Control        | Candle Stick Traffic Cone                                | \$ 2.00   | \$ 4.00   | \$ 11.00    |
| Cones - 28" Orange Traffic Cones with Reflectors | Traffic Control        | Cones - 28" Orange Traffic Cones with Reflectors         | \$ 1.00   | \$ 6.35   | \$ 25.00    |
| Traffic Barricade                                | Traffic Control        | Waffle Board A-Frame Traffic Barricades                  | \$ 5.00   | \$ 15.00  | \$ 42.00    |
| Pallet Jack                                      | Warehouse              | Pallet Jack                                              | \$ 15.00  | \$ 50.00  | \$ 146.00   |
| Argon Tank                                       | Welding                | Argon, 20 ft <sup>3</sup>                                | \$ 25.00  | \$ 140.00 | \$ 408.00   |
| Lincoln 140 Wire-Feed MIG Welder                 | Welding                | Lincoln 140 MIG Welder                                   | \$ 48.00  | \$ 268.00 | \$ 784.00   |
| Welding Cart                                     | Welding                | Welding Tool Cart                                        | \$ 9.00   | \$ 49.00  | \$ 142.00   |
| Welding Helemt                                   | Welding                | Welding Helemt                                           | \$ 6.00   | \$ 29.00  | \$ 84.00    |
| Allen Wrench Kit                                 | Wrench                 | Allen Wrench Kit                                         | \$ 7.00   | \$ 36.00  | \$ 104.00   |
| Milwaukee Impact Wrench, Corded                  | Wrench                 | Milwaukee Impact Wrench                                  | \$ 6.00   | \$ 32.00  | \$ 94.00    |
| Milwaukee Impact Wrench, Cordless                | Wrench                 | Milwaukee Impact Wrench                                  | \$ 2.00   | \$ 10.00  | \$ 28.00    |
| Milwaukee Electric Core Drill                    | Coring Equipment       | 30Amp, Electric Core Drill w/ 2", 4", 6" 8" and 10" bits | \$ 250.00 | \$ 800.00 | \$ 1,600.00 |

## Exhibit N

## 2019 Equipment Rates (\*4% Increase per Subsequent Year)

| <u>Cat</u>                         | <u>Class</u> | <u>Description</u>                      | <u>Day</u> | <u>Week</u> | <u>4Week</u> |
|------------------------------------|--------------|-----------------------------------------|------------|-------------|--------------|
| <b>AIR COMPRESSORS</b>             |              |                                         |            |             |              |
| 100                                | 3185         | COMPRESSOR 175-195 CFM                  | 86         | 252         | 698          |
| 100                                | 3275         | COMPRESSOR 350-450 CFM 150 PSI          | 192        | 768         | 1825         |
| <b>AIR TOOLS &amp; ACCESSORIES</b> |              |                                         |            |             |              |
| 110                                | 13           | RIVET BUSTER AIR JUMBO                  | 86         | 222         | 575          |
| 110                                | 1100         | CHIPPING GUN AIR 15#                    | 25         | 64          | 134          |
| 110                                | 1170         | CONCRETE SCABBLER AIR 5 HEAD            | 128        | 365         | 531          |
| 110                                | 1550         | BREAKER PAVEMENT AIR 30#                | 33         | 77          | 153          |
| 110                                | 1570         | BREAKER PAVEMENT AIR 60#                | 39         | 89          | 192          |
| 110                                | 1580         | BREAKER PAVEMENT AIR 90#                | 45         | 103         | 237          |
| 110                                | 1640         | RIVET BUSTER AIR                        | 50         | 158         | 360          |
| 110                                | 1680         | ROCK DRILL AIR 50-59 LB                 | 51         | 161         | 365          |
| 110                                | 2400         | AIR HOSE 3/4" X 50'                     | 13         | 25          | 58           |
| 110                                | 4210         | CLAY SPADE 1 1/8" X 6"                  | 5          | 21          | 36           |
| <b>COMPACTION EQUIPMENT</b>        |              |                                         |            |             |              |
| 150                                | 2600         | RAMMER LARGE 2900-3600 LBS/BLOW         | 71         | 194         | 382          |
| 150                                | 3100         | VIB PLATE MEDIUM 3400# IMPACT           | 58         | 136         | 338          |
| 150                                | 3500         | VIB PLATE REVERSIBLE SMALL 6500# IMPACT | 97         | 192         | 673          |
| <b>COMPACTION, ROLLERS</b>         |              |                                         |            |             |              |
| 160                                | 1265         | ROLLER 24-33" WALKBEHIND PAD            | 237        | 862         | 1920         |
| 160                                | 2620         | ROLLER 1.5 TON DOUBLE DRUM SMOOTH       | 161        | 525         | 1185         |
| <b>CONCRETE EQUIPMENT</b>          |              |                                         |            |             |              |
| 180                                | 2190         | MIXER 3-3.9 CUBIC FEET ELECTRIC         | 77         | 243         | 448          |
| 180                                | 2219         | MIXER MORTAR 9 CUBIC FEET               | 107        | 360         | 711          |
| 180                                | 5016         | BUGGY 15-19 CUBIC FEET POWERED WHEEL    | 109        | 250         | 506          |
| 180                                | 5580         | BUCKET CONCRETE 1 YARD                  | 33         | 97          | 192          |
| 180                                | 7000         | CORE DRILL ELECTRIC 13-15 AMP           | 77         | 243         | 640          |
| 180                                | 9536         | FINISHER CONCRETE 36"                   | 64         | 225         | 545          |
| <b>ELECTRIC TOOLS</b>              |              |                                         |            |             |              |
| 190                                | 2000         | DEMO HAMMER 20-25# ELECTRIC             | 64         | 77          | 289          |
| 190                                | 2030         | DEMO HAMMER 30-34# ELECTRIC             | 77         | 243         | 448          |
| 190                                | 2200         | DEMO HAMMER 60# ELECTRIC                | 77         | 289         | 634          |
| 190                                | 6225         | ROTARY HAMMER SMALL SDS ELECTRIC        | 64         | 141         | 289          |
| 190                                | 6375         | ROTARY HAMMER LARGE SDS MAX ELECTRIC    | 77         | 243         | 448          |
| <b>FLOOR EQUIPMENT</b>             |              |                                         |            |             |              |
| 220                                | 2000         | CONCRETE GRINDER 2 HEAD 1 PHASE 1.5HP   | 77         | 243         | 640          |
| 220                                | 2200         | CONCRETE GRINDER 2 HEAD GAS             | 97         | 289         | 768          |
| 220                                | 5425         | PLANER CONCRETE 8" 9HP GAS              | 384        | 896         | 1856         |
| 220                                | 6100         | TILE STRIPPER 100-199# 110 VOLT         | 161        | 525         | 1185         |
| 220                                | 7055         | FLOOR POLISHER/STRIPPER 17"             | 64         | 161         | 320          |
| 220                                | 7062         | FLOOR SCRUBBER 28" WALKBEHIND           | 58         | 280         | 791          |
| 220                                | 7850         | SCRUBBER FLOOR RIDE ON                  | 511        | 1467        | 3200         |
| 220                                | 8000         | HARDWOOD SANDER 8" DRUM W/DUST BAG      | 64         | 161         | 320          |
| <b>FORKLIFTS</b>                   |              |                                         |            |             |              |
| 230                                | 5130         | FORKLIFT 6' FORKS                       | 77         | 243         | 448          |
| 230                                | 5250         | FORKLIFT JIB                            | 97         | 289         | 634          |
| <b>FORKLIFTS INDUSTRIAL</b>        |              |                                         |            |             |              |
| 231                                | 1200         | FORKLIFT WHSE 5000# GAS/LP              | 188        | 511         | 1164         |
| 231                                | 1205         | FORKLIFT WHSE 5000# LOW PROFILE GAS/LP  | 239        | 561         | 1265         |
| <b>FORKLIFTS REACH</b>             |              |                                         |            |             |              |
| 233                                | 1025         | FORKLIFT 5000# 16-20' VARIABLE REACH    | 349        | 656         | 1757         |

## Exhibit N

## 2019 Equipment Rates (\*4% Increase per Subsequent Year)

| <u>Cat</u>                         | <u>Class</u> | <u>Description</u>                       | <u>Day</u> | <u>Week</u> | <u>4Week</u> |
|------------------------------------|--------------|------------------------------------------|------------|-------------|--------------|
| 233                                | 1160         | FORKLIFT VARIABLE REACH 6000# 35-39'     | 345        | 575         | 2159         |
| 233                                | 1170         | FORKLIFT VARIABLE REACH 6000# 40-49'     | 345        | 575         | 2159         |
| 233                                | 1370         | FORKLIFT VARIABLE REACH 8000# 40-49'     | 403        | 994         | 2338         |
| 233                                | 1650         | FORKLIFT VARIABLE REACH 10000# 50' & UP  | 496        | 1344        | 3313         |
| 233                                | 1675         | FORKLIFT VARIABLE REACH 12000# 55' & UP  | 704        | 1854        | 4694         |
| <b>GENERATORS</b>                  |              |                                          |            |             |              |
| 240                                | 2981         | GENERATOR 2.0-2.4 KW                     | 59         | 194         | 388          |
| 240                                | 3001         | GENERATOR 3.0-3.4 KW                     | 45         | 109         | 211          |
| 240                                | 3051         | GENERATOR 5.5-5.9 KW                     | 64         | 161         | 320          |
| 240                                | 3056         | GENERATOR 6.0-6.4 KW                     | 64         | 161         | 320          |
| 240                                | 3131         | GENERATOR 19-29 KVA                      | 173        | 353         | 1071         |
| 240                                | 3156         | GENERATOR 45-49 KVA                      | 233        | 473         | 1416         |
| 240                                | 3166         | GENERATOR 50-59 KVA                      | 256        | 512         | 1536         |
| 240                                | 3225         | GENERATOR 110-124 KVA                    | 403        | 805         | 2416         |
| 240                                | 3231         | GENERATOR 125-149 KVA                    | 256        | 768         | 2265         |
| 240                                | 3256         | GENERATOR 180-199 KVA                    | 281        | 990         | 2880         |
| 240                                | 3351         | GENERATOR 400-499 KVA                    | 703        | 2049        | 4861         |
| <b>HEATERS, FANS &amp; BLOWERS</b> |              |                                          |            |             |              |
| 250                                | 1150         | DUCT HOSE 8" X 25'                       | 33         | 88          | 216          |
| 250                                | 1175         | DUCT HOSE 12" X 25'                      | 12         | 25          | 58           |
| 250                                | 2250         | DEHUMIDIFIER SMALL                       | 45         | 109         | 211          |
| 250                                | 2275         | DEHUMIDIFIER MEDIUM                      | 60         | 158         | 310          |
| 250                                | 2280         | DEHUMIDIFIER LARGE                       | 115        | 289         | 489          |
| 250                                | 2325         | CARPET BLOWER DRYER                      | 64         | 161         | 320          |
| 250                                | 2475         | HEATER INDIRECT 400K BTU                 | 97         | 302         | 881          |
| 250                                | 3025         | HEATER SPACE 150K BTU PROPANE            | 58         | 136         | 310          |
| 250                                | 3100         | HEATER DIRECT 400K BTU                   | 93         | 222         | 467          |
| 250                                | 3121         | HEATER INDIRECT 750K BTU DIESEL          | 832        | 1764        | 4952         |
| 250                                | 3122         | HEATER 1MM BTU DSL HIGH VOLUME TOWABLE   | 896        | 2432        | 5698         |
| 250                                | 3124         | HEATER DIRECT 1MM BTU                    | 161        | 679         | 1899         |
| 250                                | 3125         | HEATER DIRECT 1.5MM BTU                  | 161        | 814         | 2374         |
| 250                                | 3437         | HEATER 136K BTU 480V ELECTRIC            | 109        | 256         | 545          |
| 250                                | 3444         | HEATER 30 KW 480V ELECTRIC               | 634        | 1280        | 3834         |
| 250                                | 3460         | HEATER 165K BTU KEROSENE                 | 83         | 192         | 417          |
| 250                                | 3485         | HEATER 500K BTU DUCTED                   | 192        | 512         | 1215         |
| 250                                | 6110         | SPOT COOLER 10K-14K BTU 110V             | 122        | 289         | 493          |
| 250                                | 6812         | GROUND HEATER UP TO 2500 SQ FT           | 504        | 1438        | 4603         |
| 250                                | 6815         | GROUND HEATER 5000-6000 SQ FT            | 877        | 2553        | 8054         |
| <b>SCISSOR LIFTS</b>               |              |                                          |            |             |              |
| 300                                | 1500         | SCISSOR LIFT 14-18' ELECTRIC             | 162        | 310         | 661          |
| 300                                | 1515         | VERTICAL LIFT 15' ELEC SELF PROPELLED    | 115        | 225         | 365          |
| 300                                | 1520         | VERTICAL LIFT 20' ELEC SELF PROPELLED    | 122        | 237         | 378          |
| 300                                | 2000         | SCISSOR LIFT 19' ELECTRIC                | 142        | 269         | 429          |
| 300                                | 2515         | SCISSOR LIFT 24-26' ELECTRIC 30-36" WIDE | 186        | 347         | 534          |
| 300                                | 2525         | SCISSOR LIFT 24-26' ELECTRIC 46-68" WIDE | 186        | 347         | 534          |
| 300                                | 2580         | PUSHAROUND 20-25' DC                     | 122        | 275         | 365          |
| 300                                | 2999         | SCISSOR LIFT 30-35' ELECTRIC 46-48" WIDE | 225        | 482         | 915          |
| 300                                | 3080         | PUSHAROUND 26-35' DC                     | 128        | 295         | 475          |
| 300                                | 4080         | PUSHAROUND 36-48' DC                     | 237        | 481         | 1274         |
| 300                                | 5050         | SCISSOR LIFT 50-59' IC 4WD               | 365        | 723         | 1914         |

## Exhibit N

## 2019 Equipment Rates (\*4% Increase per Subsequent Year)

| <u>Cat</u>                             | <u>Class</u> | <u>Description</u>                     | <u>Day</u> | <u>Week</u> | <u>4Week</u> |
|----------------------------------------|--------------|----------------------------------------|------------|-------------|--------------|
| <b>BOOM LIFTS</b>                      |              |                                        |            |             |              |
| 310                                    | 3050         | BOOM 30-33' ARTICULATING DC            | 250        | 621         | 1758         |
| 310                                    | 3450         | BOOM 34-39' ARTICULATING DC            | 314        | 801         | 2048         |
| 310                                    | 4001         | BOOM 40-50' ARTICULATING               | 338        | 741         | 1978         |
| 310                                    | 4003         | BOOM 45-50' TELESCOPIC 4WD             | 296        | 662         | 1892         |
| 310                                    | 4026         | BOOM 37-44' TELESCOPIC                 | 296        | 662         | 1892         |
| 310                                    | 4050         | BOOM 40-46' ARTICULATING ELEC NARROW   | 269        | 659         | 1851         |
| 310                                    | 6001         | BOOM 60-64' ARTICULATING               | 409        | 1047        | 2413         |
| 310                                    | 6026         | BOOM 60-64' TELESCOPIC                 | 376        | 970         | 2352         |
| 310                                    | 6526         | BOOM 65-70' TELESCOPIC                 | 431        | 1151        | 2862         |
| 310                                    | 8001         | BOOM 76-80' ARTICULATING               | 727        | 1962        | 4956         |
| 310                                    | 8026         | BOOM 76-80' TELESCOPIC                 | 711        | 1920        | 4864         |
| 310                                    | 8526         | BOOM 84-86' TELESCOPIC 4WD             | 766        | 2017        | 5632         |
| 310                                    | 9826         | BOOM 120' TELESCOPIC 4WD               | 1409       | 3833        | 8952         |
| 310                                    | 9830         | BOOM 135' TELESCOPIC WITH JIB 4WD      | 1920       | 4416        | 9678         |
| <b>LIGHTING EQUIPMENT</b>              |              |                                        |            |             |              |
| 320                                    | 4010         | LIGHT TOWER WITH 16-20KW GENERATOR     | 86         | 237         | 493          |
| <b>MATERIAL HANDLING EQUIPMENT</b>     |              |                                        |            |             |              |
| 330                                    | 9719         | LIFT MATERIAL 16-18' 400-650# MANUAL   | 93         | 209         | 504          |
| 330                                    | 9727         | LIFT MATERIAL 24-25' 400-650# MANUAL   | 103        | 243         | 512          |
| <b>PRESS WASHERS &amp; PAINT EQUIP</b> |              |                                        |            |             |              |
| 350                                    | 1            | PRESSURE WASHER 4000 PSI               | 83         | 225         | 417          |
| 350                                    | 3200         | PRESSURE WASHER GAS 3000 PSI           | 58         | 165         | 382          |
| 350                                    | 3220         | PRESSURE WASHER GAS 3500 PSI           | 83         | 225         | 417          |
| <b>N/A</b>                             |              |                                        |            |             |              |
| 520                                    | 9040         | PUMP 3" AOD - ALUMINUM                 | 77         | 243         | 448          |
| 520                                    | 9130         | PUMP 2" DEWATERING                     | 58         | 161         | 320          |
| 520                                    | 9140         | PUMP 3" DEWATERING                     | 70         | 243         | 448          |
| 520                                    | 9145         | PUMP 3" DIAPHRAGM                      | 77         | 243         | 448          |
| 520                                    | 9146         | PUMP 3" DIAPHRAGM ELECTRIC             | 77         | 243         | 448          |
| 520                                    | 9230         | PUMP 2" TRASH                          | 51         | 161         | 320          |
| 520                                    | 9240         | PUMP 3" TRASH                          | 64         | 141         | 448          |
| 520                                    | 9830         | PUMP 2" ELECTRIC SUBMERSIBLE           | 51         | 161         | 320          |
| 520                                    | 9840         | PUMP 3" ELECTRIC SUBMERSIBLE           | 77         | 243         | 448          |
| <b>N/A</b>                             |              |                                        |            |             |              |
| 534                                    | 2020         | HOSE 2X20 PVC SUCTION - CAMLOCK        | 16         | 62          | 100          |
| 534                                    | 6620         | HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK  | 6          | 25          | 64           |
| <b>N/A</b>                             |              |                                        |            |             |              |
| 535                                    | 2020         | HOSE 3X20 PVC SUCTION - CAMLOCK        | 14         | 33          | 100          |
| 535                                    | 6620         | HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK  | 6          | 25          | 64           |
| <b>SAFETY/TRAFFIC EQUIPMENT</b>        |              |                                        |            |             |              |
| 550                                    | 8030         | GAS DETECTOR 4 GAS                     | 91         | 333         | 999          |
| <b>SIGN, 0-9.99 SQFT NR/EG/SEG</b>     |              |                                        |            |             |              |
| 551                                    | 2055         | MESSAGE BOARD SOLAR                    | 252        | 862         | 2157         |
| <b>SAWS &amp; ACCESSORIES</b>          |              |                                        |            |             |              |
| 625                                    | 7805         | SAW CUT-OFF 14" GAS                    | 64         | 161         | 320          |
| 625                                    | 9480         | DIAMOND BLADE 14"                      | 33         | 58          | 109          |
| 625                                    | 9570         | BLADE DIAMOND CONCRETE 14" DRY         | 71         | 258         | 525          |
| <b>SWEEPERS</b>                        |              |                                        |            |             |              |
| 750                                    | 1105         | SWEEPER RIDE ON 8' WINDROW THREE WHEEL | 211        | 448         | 1280         |

## Exhibit N

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| <u>Cat</u>                          | <u>Class</u> | <u>Description</u>                       | <u>Day</u> | <u>Week</u> | <u>4Week</u> |
|-------------------------------------|--------------|------------------------------------------|------------|-------------|--------------|
| <b>SKID STEER LOADERS</b>           |              |                                          |            |             |              |
| 903                                 | 45           | SKID STEER LOADER 1351-1699#             | 187        | 504         | 1338         |
| 903                                 | 71           | SKID STEER LOADER 1700-1899#             | 192        | 512         | 1402         |
| 903                                 | 80           | SKID STEER LOADER 1900-2000#             | 192        | 512         | 1402         |
| 903                                 | 522          | SKID STEER TRACK LOADER WALKBEHIND       | 216        | 755         | 1294         |
| 903                                 | 570          | SKID STEER TRACK LOADER 1700-1999#       | 353        | 956         | 2236         |
| 903                                 | 585          | SKID STEER TRACK LOADER 2400-2999#       | 384        | 1024        | 2240         |
| 903                                 | 5060         | SKID STEER BUCKET 60" TOOTH              | 50         | 144         | 446          |
| 903                                 | 5066         | SKID STEER BUCKET 66" SMOOTH             | 50         | 144         | 446          |
| 903                                 | 5067         | SKID STEER BUCKET 66" TOOTH              | 50         | 144         | 446          |
| 903                                 | 5355         | SKID STEER/MINI EXCAVATOR BREAKER        | 97         | 289         | 768          |
| 903                                 | 5410         | SKID STEER FORK ATTACHMENT               | 45         | 115         | 192          |
| 903                                 | 5612         | SKID STEER AUGER BIT 12"                 | 81         | 256         | 551          |
| <b>EXCAVATORS</b>                   |              |                                          |            |             |              |
| 905                                 | 1015         | EXCAVATOR 25000-29999#                   | 448        | 1408        | 4096         |
| <b>MINI EXCAVATORS</b>              |              |                                          |            |             |              |
| 907                                 | 35           | MINI EXCAVATOR 3000-3999#                | 205        | 609         | 1408         |
| 907                                 | 62           | MINI EXCAVATOR 6000-6799#                | 243        | 703         | 1532         |
| 907                                 | 75           | MINI EXCAVATOR 7400-9199#                | 316        | 892         | 2027         |
| 907                                 | 111          | MINI EXCAVATOR 10000-13999# REDUCED TAIL | 353        | 1409        | 4227         |
| 907                                 | 525          | MINI EXCAVATOR BUCKET 12"                | 36         | 71          | 144          |
| 907                                 | 535          | MINI EXCAVATOR BUCKET 18"                | 36         | 71          | 144          |
| 907                                 | 545          | MINI EXCAVATOR BUCKET 24"                | 36         | 71          | 144          |
| 907                                 | 555          | MINI EXCAVATOR BUCKET 36"                | 36         | 71          | 144          |
| <b>TRAILERS &amp; CONTAINERS</b>    |              |                                          |            |             |              |
| 920                                 | 1920         | CONTAINER SHIPPING 8' X 8' X 20'         | 64         | 161         | 320          |
| 920                                 | 3020         | TRAILER EQUIPMENT TANDEM AXLE            | 71         | 289         | 431          |
| 920                                 | 7005         | TRAILER WATER TANK 500 GALLON            | 86         | 256         | 625          |
| <b>TRENCHERS</b>                    |              |                                          |            |             |              |
| 930                                 | 1101         | TRENCHER 11-15HP WALKBEHIND TIRE         | 97         | 289         | 768          |
| <b>TRENCH SHORING TOOLS AND ACC</b> |              |                                          |            |             |              |
| 940                                 | 6950         | SHORING PUMP HAND                        | 10         | 40          | 121          |
| <b>TRENCH BOXES STEEL</b>           |              |                                          |            |             |              |
| 941                                 | 9315         | TRENCH BOX 10' X 12'                     | 222        | 668         | 2006         |
| 941                                 | 9321         | TRENCH BOX 10' X 16' WITH 4" WALL        | 233        | 698         | 2087         |
| 941                                 | 9328         | TRENCH BOX 10' X 24' WITH 6" WALL        | 302        | 1058        | 3172         |
| <b>TRENCH BOXES ALUMINUM</b>        |              |                                          |            |             |              |
| 942                                 | 1200         | KIT:3.5' SHORE 40-64" CYL                | 14         | 54          | 149          |
| <b>N/A</b>                          |              |                                          |            |             |              |
| 944                                 | 9914         | ROAD PLATE 4' X 8'                       | 16         | 106         | 378          |
| 944                                 | 9920         | ROAD PLATE 5' X 8'                       | 12         | 83          | 237          |
| 944                                 | 9924         | ROAD PLATE 5' X 10'                      | 14         | 83          | 237          |
| 944                                 | 9930         | ROAD PLATE 6' X 10'                      | 17         | 97          | 365          |
| 944                                 | 9932         | ROAD PLATE 6' X 12'                      | 17         | 97          | 365          |
| 944                                 | 9942         | ROAD PLATE 8' X 10'                      | 21         | 128         | 384          |
| 944                                 | 9943         | ROAD PLATE 8' X 12'                      | 23         | 97          | 365          |
| 944                                 | 9946         | ROAD PLATE 8' X 20'                      | 41         | 179         | 448          |
| <b>TRUCKS DUMP AND FLATBED</b>      |              |                                          |            |             |              |
| 952                                 | 7050         | TRUCK DUMP 5 YARD CLASS C                | 187        | 575         | 1849         |
| <b>TRUCKS WATER</b>                 |              |                                          |            |             |              |
| 953                                 | 2225         | TRUCK WATER 2000-2999 GALLON             | 217        | 816         | 1904         |

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|------------------------------------|--------------|-----------------------------------------|------------|-------------|--------------|
| <b>WELDERS</b>                     |              |                                         |            |             |              |
| 975                                | 1350         | WELDER ARC 300 AMP GAS/DIESEL TOWABLE   | 103        | 281         | 762          |
| <b>AIR COMPRESSORS</b>             |              |                                         |            |             |              |
| 100                                | 3350         | COMPRESSOR 350-395 CFM DIESEL           | 104        | 414         | 1093         |
| <b>AIR TOOLS &amp; ACCESSORIES</b> |              |                                         |            |             |              |
| 110                                | 1010         | BLOW PIPE AIR WITH SHUTOFF VALVE        | 17         | 33          | 64           |
| <b>COMPACTION EQUIPMENT</b>        |              |                                         |            |             |              |
| 150                                | 2400         | RAMMER MEDIUM 2400-2800 LBS/BLOW        | 31         | 128         | 338          |
| 150                                | 3810         | VIB PLATE REVERSIBLE XL 11000# IMPACT   | 81         | 339         | 863          |
| 150                                | 3820         | VIB PLATE REVERSIBLE XL 13000# IMPACT   | 104        | 385         | 978          |
| <b>COMPACTION, ROLLERS</b>         |              |                                         |            |             |              |
| 160                                | 2405         | ROLLER 40-49" VIB SINGLE DRUM SMOOTH    | 219        | 621         | 1783         |
| 160                                | 2420         | ROLLER 50-56" VIB SINGLE DRUM PAD       | 259        | 805         | 2185         |
| 160                                | 2425         | ROLLER 50-56" VIB SINGLE DRUM SMOOTH    | 259        | 805         | 2185         |
| 160                                | 2440         | ROLLER 61-70" VIB SINGLE DRUM PAD       | 316        | 978         | 2703         |
| 160                                | 2445         | ROLLER 61-70" VIB SINGLE DRUM SMOOTH    | 316        | 978         | 2703         |
| 160                                | 2450         | ROLLER 80-89" VIB SINGLE DRUM PAD       | 374        | 1265        | 3910         |
| 160                                | 2455         | ROLLER 80-89" VIB SINGLE DRUM SMOOTH    | 374        | 1265        | 3910         |
| <b>CONCRETE EQUIPMENT</b>          |              |                                         |            |             |              |
| 180                                | 910          | WHEELBARROW 6 CUBIC FEET                | 17         | 82          | 145          |
| <b>ELECTRIC TOOLS</b>              |              |                                         |            |             |              |
| 190                                | 6525         | ROTARY HAMMER XL SDS MAX ELECTRIC       | 54         | 163         | 546          |
| <b>FORKLIFTS</b>                   |              |                                         |            |             |              |
| 230                                | 5150         | FORK EXTENSIONS UNDER 6'                | 13         | 36          | 97           |
| 230                                | 5260         | FORKLIFT CRANE BOOM                     | 38         | 102         | 276          |
| 230                                | 5270         | TRUSS BOOM 12' ATTACHMENT               | 38         | 102         | 276          |
| 230                                | 5274         | TRUSS BOOM 2000# CAPACITY 12' LONG      | 101        | 201         | 575          |
| <b>FORKLIFTS INDUSTRIAL</b>        |              |                                         |            |             |              |
| 231                                | 1250         | FORKLIFT WHSE 6000# GAS/LP              | 167        | 454         | 1121         |
| 231                                | 1253         | FORKLIFT WHSE 6000# PNEUMATIC           | 167        | 454         | 1121         |
| 231                                | 1351         | FORKLIFT WHSE 8000# DIESEL              | 236        | 633         | 1495         |
| 231                                | 1353         | FORKLIFT WHSE 8000# PNEUMATIC           | 236        | 633         | 1495         |
| <b>FORKLIFTS ROUGH TERRAIN</b>     |              |                                         |            |             |              |
| 232                                | 2305         | FORKLIFT ROUGH TERRAIN 8000# 15-22' 2WD | 259        | 920         | 2645         |
| <b>FORKLIFTS REACH</b>             |              |                                         |            |             |              |
| 233                                | 1250         | FORKLIFT VARIABLE REACH 7000# 38-44'    | 345        | 1035        | 2875         |
| 233                                | 1470         | FORKLIFT VARIABLE REACH 9000# 30-45'    | 403        | 1179        | 3450         |
| <b>GENERATORS</b>                  |              |                                         |            |             |              |
| 240                                | 3006         | GENERATOR 3.5-3.9 KW                    | 35         | 137         | 409          |
| 240                                | 3041         | GENERATOR 5.0-5.4 KW                    | 38         | 152         | 455          |
| 240                                | 3126         | GENERATOR 15.0-17.9 KW                  | 97         | 386         | 1159         |
| 240                                | 3136         | GENERATOR 30-39 KVA                     | 138        | 552         | 1518         |
| 240                                | 3146         | GENERATOR 40-44 KVA                     | 143        | 570         | 1710         |
| 240                                | 3176         | GENERATOR 60-69 KVA                     | 196        | 782         | 2347         |
| 240                                | 3186         | GENERATOR 70-84 KVA                     | 206        | 821         | 2464         |
| 240                                | 3196         | GENERATOR 85-89 KVA                     | 216        | 863         | 2588         |
| <b>SCISSOR LIFTS</b>               |              |                                         |            |             |              |
| 300                                | 2001         | SCISSOR LIFT 20-21' ELECTRIC            | 109        | 224         | 460          |
| 300                                | 2551         | SCISSOR LIFT 25-27' IC 4WD              | 173        | 403         | 949          |
| 300                                | 3000         | SCISSOR LIFT 30-33' ELECTRIC 68" WIDE   | 190        | 431         | 1064         |
| 300                                | 3051         | SCISSOR LIFT 30-35' IC 4WD              | 213        | 489         | 1265         |

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| <u>Cat</u>                             | <u>Class</u> | <u>Description</u>                    | <u>Day</u> | <u>Week</u> | <u>4Week</u> |
|----------------------------------------|--------------|---------------------------------------|------------|-------------|--------------|
| 300                                    | 4000         | SCISSOR LIFT 39-40' ELECTRIC          | 259        | 575         | 1495         |
| 300                                    | 4051         | SCISSOR LIFT 36-49' IC 4WD            | 259        | 575         | 1495         |
| <b>BOOM LIFTS</b>                      |              |                                       |            |             |              |
| 310                                    | 3001         | BOOM 30-39' ARTICULATING IC 4WD       | 247        | 633         | 1725         |
| 310                                    | 4051         | BOOM 43-46' ARTICULATING ELECTRIC     | 259        | 690         | 1840         |
| 310                                    | 6005         | BOOM 60-64' ARTICULATING ELECTRIC     | 390        | 1150        | 2760         |
| <b>LIGHTING EQUIPMENT</b>              |              |                                       |            |             |              |
| 320                                    | 1100         | LIGHT STAND 1 X 1000W QUARTZ          | 55         | 201         | 223          |
| 320                                    | 4000         | LIGHT TOWER TOWABLE SMALL             | 109        | 259         | 661          |
| <b>PRESS WASHERS &amp; PAINT EQUIP</b> |              |                                       |            |             |              |
| 350                                    | 3025         | PRESSURE WASHER HOT ELECTRIC          | 133        | 373         | 1012         |
| 350                                    | 3050         | PRESSURE WASHER HOT GAS               | 138        | 465         | 1150         |
| 350                                    | 3105         | PRESSURE WASHER ELECTRIC 1000 PSI     | 31         | 121         | 317          |
| 350                                    | 3175         | PRESSURE WASHER GAS 2500 PSI          | 60         | 230         | 580          |
| 350                                    | 3224         | PRESSURE WASHER 5000 PSI              | 129        | 396         | 1288         |
| 350                                    | 3250         | PRESSURE WASHER HOSE 50' EXTENSION    | 17         | 49          | 136          |
| <b>PLUMBING &amp; PIPE EQUIPMENT</b>   |              |                                       |            |             |              |
| 500                                    | 3072         | SNAKE POWER 1/2" X 50' ELECTRIC       | 63         | 263         | 745          |
| <b>N/A</b>                             |              |                                       |            |             |              |
| 520                                    | 1003         | PUMP 4" VAC ASSIST - DIESEL           | 132        | 530         | 1589         |
| 520                                    | 2003         | PUMP 6" VAC ASSIST - DIESEL           | 166        | 662         | 1987         |
| 520                                    | 9250         | PUMP 4" TRASH                         | 45         | 179         | 500          |
| <b>N/A</b>                             |              |                                       |            |             |              |
| 536                                    | 2020         | HOSE 4X20 PVC SUCTION - CAMLOCK       | 3          | 3           | 7            |
| 536                                    | 6620         | HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK | 10         | 37          | 83           |
| 536                                    | 6820         | HOSE 4X50 RUBBER DISCHARGE - CAMLOCK  | 10         | 37          | 83           |
| <b>N/A</b>                             |              |                                       |            |             |              |
| 537                                    | 2020         | HOSE 6X20 PVC SUCTION - CAMLOCK       | 9          | 18          | 28           |
| 537                                    | 6620         | HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK | 46         | 138         | 331          |
| <b>PIPE</b>                            |              |                                       |            |             |              |
| 545                                    | 9710         | PUMP 3/4" SUBMERSIBLE                 | 17         | 49          | 124          |
| 545                                    | 9820         | PUMP HYDROSTATIC TEST 550 PSI GAS     | 70         | 206         | 653          |
| <b>SAWS &amp; ACCESSORIES</b>          |              |                                       |            |             |              |
| 625                                    | 4300         | CHAINSAW 16"-17"                      | 30         | 95          | 244          |
| 625                                    | 7750         | SAW CUT-OFF 12" GAS                   | 24         | 100         | 293          |
| 625                                    | 7875         | SAW CUT-OFF CART                      | 9          | 28          | 64           |
| <b>SURVEYING EQUIPMENT</b>             |              |                                       |            |             |              |
| 700                                    | 1250         | LEVEL TRANSIT                         | 58         | 263         | 612          |
| 700                                    | 2000         | LASER SELF LEVELING CONSTRUCTION      | 75         | 288         | 859          |
| <b>SWEEPERS</b>                        |              |                                       |            |             |              |
| 750                                    | 1020         | SWEEPER HAND HELD GAS POWER           | 32         | 120         | 368          |
| <b>BACKHOES</b>                        |              |                                       |            |             |              |
| 902                                    | 1100         | BACKHOE/LOADER 60-90HP 4WD EXT-A-HOE  | 288        | 978         | 2760         |
| <b>SKID STEER LOADERS</b>              |              |                                       |            |             |              |
| 903                                    | 15           | SKID STEER LOADER UNDER 851#          | 121        | 466         | 1380         |
| 903                                    | 90           | SKID STEER LOADER 2001-2599#          | 216        | 727         | 2162         |
| 903                                    | 105          | SKID STEER LOADER 2600# AND OVER      | 201        | 805         | 2415         |
| 903                                    | 545          | SKID STEER TRACK LOADER 851-1299#     | 190        | 776         | 2300         |
| 903                                    | 561          | SKID STEER TRACK LOADER 1300-1699#    | 217        | 869         | 2588         |

## Exhibit N

## 2019 Equipment Rates (\*4% Increase per Subsequent Year)

| <u>Cat</u>                          | <u>Class</u> | <u>Description</u>                       | <u>Day</u> | <u>Week</u> | <u>4Week</u> |
|-------------------------------------|--------------|------------------------------------------|------------|-------------|--------------|
| 903                                 | 580          | SKID STEER TRACK LOADER 2000-2399#       | 242        | 966         | 2875         |
| 903                                 | 5435         | SKID STEER PICKUP BROOM WITH DUMP BUCKET | 166        | 557         | 1656         |
| 903                                 | 5440         | SKID STEER ANGLE BROOM                   | 147        | 497         | 1472         |
| 903                                 | 5500         | SKID STEER AUGER POWER UNIT              | 124        | 373         | 1104         |
| <b>LOADERS</b>                      |              |                                          |            |             |              |
| 904                                 | 1115         | LOADER LANDSCAPE 4WD 60HP                | 242        | 840         | 2443         |
| 904                                 | 2010         | LOADER WHEEL 1.0-1.4 CUBIC YARD          | 359        | 1076        | 3220         |
| 904                                 | 2020         | LOADER WHEEL 2.0-2.4 CUBIC YARD          | 616        | 1611        | 4264         |
| 904                                 | 2025         | LOADER WHEEL 2.5-2.9 CUBIC YARD          | 702        | 1895        | 4738         |
| <b>MINI EXCAVATORS</b>              |              |                                          |            |             |              |
| 907                                 | 58           | MINI EXCAVATOR 5000-5999#                | 163        | 629         | 1863         |
| 907                                 | 100          | MINI EXCAVATOR 10000-14000#              | 337        | 1304        | 3726         |
| 907                                 | 114          | MINI EXCAVATOR 15000-19999#              | 374        | 1449        | 4140         |
| 907                                 | 570          | MINI EXCAVATOR BREAKER                   | 156        | 465         | 1380         |
| <b>TRAILERS &amp; CONTAINERS</b>    |              |                                          |            |             |              |
| 920                                 | 5290         | CONTAINER STORAGE 20'                    | 173        | 173         | 173          |
| <b>TRENCH SHORING TOOLS AND ACC</b> |              |                                          |            |             |              |
| 940                                 | 1490         | SHORE POST                               | 6          | 10          | 22           |
| <b>N/A</b>                          |              |                                          |            |             |              |
| 955                                 | 1120         | UTILITY VEHICLE 4X4 GAS 2 SEAT           | 81         | 275         | 685          |
| 955                                 | 1140         | UTILITY VEHICLE WITH CAB                 | 147        | 359         | 902          |
| <b>WELDERS</b>                      |              |                                          |            |             | 0            |
| 975                                 | 100          | EXHAUSTER WELDING FUME                   | 32         | 97          | 290          |
| 975                                 | 150          | WIRE FEED WELDING ATTACHMENT             | 29         | 101         | 244          |
| 975                                 | 1200         | WELDER ARC 200 AMP PORTABLE DC           | 37         | 128         | 317          |
| 975                                 | 1220         | WELDER ARC 200 AMP                       | 36         | 129         | 308          |
| 975                                 | 1225         | WELDER ARC 225 AMP                       | 37         | 115         | 322          |
| 975                                 | 1405         | WELDER ARC 400 AMP DIESEL TOWABLE        | 81         | 253         | 616          |
| 975                                 | 1500         | WELDER ARC 500 AMP GAS/DIESEL            | 86         | 293         | 736          |
| 975                                 | 1505         | EXTRACTOR SMOKE/FUME 50-200 CFM          | 75         | 237         | 589          |
| 975                                 | 1515         | WELDER ARC 500 AMP DC                    | 53         | 170         | 414          |

### Billing Rates for Personnel

The following Turner personnel rates will be billed for all Direct Hard Costs or change orders, as applicable:

#### Staff:

|                                 |               |
|---------------------------------|---------------|
| i) Project Executive            | \$150.00 / hr |
| ii) Sr. Project Manager         | \$110.00 / hr |
| iii) Preconstruction Manager    | \$115.00 / hr |
| iv) Project Manager             | \$100.00 / hr |
| v) Project Superintendent       | \$130.00 / hr |
| vi) Asst. Superintendent        | \$110.00 / hr |
| vii) Project Engineer/Estimator | \$85.00 / hr  |
| viii) Field Engineer            | \$75.00 / hr  |
| ix) Intern                      | \$50.00 / hr  |
| x) Senior Cost Analyst          | \$85.00 / hr  |
| xi) Accounting Manager          | \$95.00 / hr  |
| xii) Project Cost/Accounting    | \$85.00 / hr  |
| xiii) Purchasing Manager        | \$150.00 / hr |
| xiv) Purchasing Agent           | \$85.00 / hr  |
| xv) Subcontract Administrator   | \$65.00 / hr  |
| xvi) Site Safety Manager        | \$90.00 / hr  |
| xvii) BU Safety Manager         | \$150.00 / hr |
| xviii)QA/QC Manager             | \$150.00 / hr |
| xix) LEAN Manager               | \$95.00 / hr  |

#### Trade Labor:

|                       |                                          |
|-----------------------|------------------------------------------|
| xx) Carpenter Foreman | \$85.00 / hr (OT x 1.5, DT x 2) for 2019 |
|                       | \$90.00 / hr (OT x 1.5, DT x 2) for 2020 |
| xxi) Carpenter        | \$75.00 / hr (OT x 1.5, DT x 2) for 2019 |
|                       | \$78.00 / hr (OT x 1.5, DT x 2) for 2020 |
| xxii) Laborer Foreman | \$70.00 / hr (OT x 1.5, DT x 2) for 2019 |
|                       | \$75.00 / hr (OT x 1.5, DT x 2) for 2020 |
| xxiii) Laborer        | \$60.00 / hr (OT x 1.5, DT x 2) for 2019 |
|                       | \$63.00 / hr (OT x 1.5, DT x 2) for 2020 |

**EXHIBIT P**

**Reserved**



**City and County of Denver FCC Building  
Behavioral Health Solutions Center  
100% CDs**

Estimate Date: 7/31/2019  
Design Documents Date: 4/26/2019  
GSF: 28,237

### ESTIMATE SUMMARY

| BID PACKAGE                                   | Cost               | \$ / SF         |
|-----------------------------------------------|--------------------|-----------------|
| Temporary Facilities / Utilities              | \$77,438           | \$2.74          |
| Selective Demolition                          | \$162,594          | \$5.76          |
| Structural Concrete                           | \$17,822           | \$0.63          |
| Interior Concrete                             | \$7,240            | \$0.26          |
| Unit Masonry                                  | \$2,679            | \$0.09          |
| Miscellaneous Metals                          | \$22,359           | \$0.79          |
| Rough Carpentry                               | \$69,589           | \$2.46          |
| Architectural Millwork                        | \$257,066          | \$9.10          |
| Roofing                                       | \$2,824            | \$0.10          |
| Spray Applied Fire-Proofing                   | \$4,236            | \$0.15          |
| Firestopping Systems                          | \$5,647            | \$0.20          |
| Joint Sealants                                | \$4,236            | \$0.15          |
| Doors, Frames, & Hardware - Install           | \$82,820           | \$2.93          |
| Doors, Frames, & Hardware - Supply            | \$220,140          | \$7.80          |
| Interior Glazing                              | \$18,376           | \$0.65          |
| Window Film Removal                           | \$14,374           | \$0.51          |
| Gypsum Assemblies                             | \$641,971          | \$22.74         |
| Acoustical Ceilings                           | \$44,650           | \$1.58          |
| Tile                                          | \$69,575           | \$2.46          |
| Flooring                                      | \$192,404          | \$6.81          |
| Painting and Coating                          | \$108,859          | \$3.86          |
| Signage                                       | \$8,572            | \$0.30          |
| Toilet Partitions and Accessories             | \$53,456           | \$1.89          |
| Miscellaneous Specialties                     | \$11,307           | \$0.40          |
| Window Treatments                             | \$75,067           | \$2.66          |
| Fire Suppression                              | \$151,312          | \$5.36          |
| Plumbing                                      | \$1,113,738        | \$39.44         |
| Mechanical                                    | \$57,565           | \$2.04          |
| Electrical                                    | \$656,810          | \$23.26         |
| Telecommunications                            | \$235,005          | \$8.32          |
| Audio-Visual                                  | \$18,246           | \$0.65          |
| Security / Access Control                     | \$100,000          | \$3.54          |
| Earthwork and Excavation                      | \$42,301           | \$1.50          |
| Planting and Irrigation                       | \$5,000            | \$0.18          |
| <b>SUBTOTAL - Direct Work</b>                 | <b>\$4,555,277</b> | <b>\$161.32</b> |
| <b>General Conditions</b>                     | <b>\$425,865</b>   | <b>\$15.08</b>  |
| <b>Contingencies</b>                          | <b>\$199,246</b>   | <b>\$7.06</b>   |
| <b>Building Permit &amp; Plan Review Fees</b> | <b>\$30,965</b>    | <b>\$1.10</b>   |
| <b>Insurances</b>                             | <b>\$107,124</b>   | <b>\$3.79</b>   |
| <b>Bonds</b>                                  | <b>\$57,893</b>    | <b>\$2.05</b>   |
| <b>Fee</b>                                    | <b>\$195,188</b>   | <b>\$6.91</b>   |
| <b>ESTIMATE TOTAL</b>                         | <b>\$5,571,558</b> | <b>\$197.31</b> |

City and County of Denver FCC Building  
Behavioral Health Solutions Center  
100% CDs

| TRADE PACKAGE<br>Scope Items & Description                                         | GSF:          |            |               |           |                |
|------------------------------------------------------------------------------------|---------------|------------|---------------|-----------|----------------|
|                                                                                    | Quantity      | Unit       | Cost          | Subtotal  | Total          |
| <b>Gross Building SF</b>                                                           |               |            |               |           |                |
|                                                                                    | 28,237        | gsf        |               |           |                |
| <b>PROJECT REQUIREMENTS</b>                                                        | <b>28,237</b> | <b>gsf</b> | <b>\$2.74</b> | <b>\$</b> | <b>77,438</b>  |
| <b>Project Requirements / Site Logistics</b>                                       |               |            |               |           |                |
| Fork Lifts                                                                         | 2             | mo         | 2,100.00      | 4,200.00  |                |
| Operator                                                                           | 200           | hrs        | 76.00         | 15,200.00 |                |
| Fuel                                                                               | 2             | mo         | 120.00        | 240.00    |                |
| Maintenance                                                                        | 2             | mo         | 100.00        | 200.00    |                |
| Turner Textura Fee                                                                 | 1             | ls         | 12,220.00     | 12,220.00 |                |
|                                                                                    | 28,237        | gsf        | 1.14          | \$        | 32,060         |
| <b>Cleaning</b>                                                                    |               |            |               |           |                |
| Ceiling Tile to receive Deep Cleaning                                              | 600           | sf         | 12.00         | 7,200.00  |                |
| Progress Cleaning                                                                  |               | incl       | -             | -         |                |
| Deep Clean Kitchen                                                                 | 1             | ls         | 10,000.00     | 10,000.00 |                |
| Final Clean                                                                        | 28,237        | gsf        | 0.50          | 14,118.50 |                |
|                                                                                    | 28,237        | gsf        | 1.11          | \$        | 31,319         |
| <b>Commissioning</b>                                                               |               |            |               |           |                |
| Commissioning                                                                      | 28,237        | gsf        | 0.25          | 7,059.25  |                |
|                                                                                    | 28,237        | gsf        | 0.25          | \$        | 7,059          |
| <b>ICRA &amp; ICRMR</b>                                                            |               |            |               |           |                |
| <b>Clean Duct Control</b>                                                          |               |            |               |           |                |
| Protection of Ducts Transported to Site                                            | 1             | allow      | 2,000.00      | 2,000.00  |                |
| Ducts to Remain after Demolition to be Covered and Contained                       |               | incl       | -             | -         |                |
| Airside Systems to be Protected from Debris and Dust                               |               | incl       | -             | -         |                |
| <b>Plumbing Demo</b>                                                               |               |            |               |           |                |
| Plumbing to be Cycled Periodically to Prevent Dry-Out of Trap Systems              | 1             | allow      | 1,500.00      | 1,500.00  |                |
| No Existing Pipes to be Abandoned in-wall or above Ceiling                         |               | incl       | -             | -         |                |
| <b>Demolition</b>                                                                  |               |            |               |           |                |
| Air Scrubbers & Airless Spray Systems                                              | 1             | allow      | 1,000.00      | 1,000.00  |                |
| Building Maintain during Demo to Prevent Exposure to Environment                   |               | incl       | -             | -         |                |
| Tacky Mats                                                                         |               | incl       | -             | -         |                |
| <b>Construction</b>                                                                |               |            |               |           |                |
| Protection of 2nd Floor (Taping/Tacky Mats) on as needed basis                     | 1             | allow      | 2,500.00      | 2,500.00  |                |
| Minimization of Airborne Particles                                                 |               | incl       | -             | -         |                |
| Air Scrubbers & Airless Spray Systems                                              |               | incl       | -             | -         |                |
| No Smoking Signs                                                                   |               | incl       | -             | -         |                |
|                                                                                    | 28,237        | gsf        | 0.25          | \$        | 7,000          |
| <b>EXISTING CONDITIONS</b>                                                         | <b>28,237</b> | <b>gsf</b> | <b>5.76</b>   | <b>\$</b> | <b>162,594</b> |
| <b>2C Selective Demolition</b>                                                     |               |            |               |           |                |
| <b>Demolition</b>                                                                  |               |            |               |           |                |
| Subcontractor Quote                                                                | 1             | ls         | 88,620.00     | 88,620.00 |                |
| Interior Demolition                                                                | 28,237        | sf         | -             | -         |                |
| Remove Existing Partitions                                                         | 2,070         | lf/incl    | -             | -         |                |
| Remove Existing Partition for new 3-0'x7-0' Door                                   | 36            | sf/incl    | -             | -         |                |
| Remove Existing Card Readers                                                       | 5             | ea/incl    | -             | -         |                |
| Demolition of Openings for new Exterior Windows                                    | -             | incl       | -             | -         |                |
| Sawcut Opening in Existing Exterior Envelope to fit new Window                     | 46            | lf/incl    | -             | -         |                |
| Cut Opening in Existing Partition for Interior Glazing                             | 48            | sf/incl    | -             | -         |                |
| Modify Framing for 42" Partial Height Wall at Casework Endwalls                    | 28            | sf/incl    | -             | -         |                |
| Remove Framing to Finished Ceiling Height                                          | 504           | sf/incl    | -             | -         |                |
| Remove Existing Chainlink Enclosure to prove Egress from Stair                     | 16            | lf/incl    | -             | -         |                |
| Remove Doors/Frames                                                                | 92            | ea/incl    | -             | -         |                |
| Remove Existing Door and Frame - (Wall to be infilled)                             | 57            | sf/incl    | -             | -         |                |
| Remove Door and Hardware/Existing Frame to Remain                                  | 55            | ea/incl    | -             | -         |                |
| Remove Casework Throughout                                                         | 445           | lf/incl    | -             | -         |                |
| Remove Existing Flooring - Tile                                                    | 2,580         | sf/incl    | -             | -         |                |
| Remove Existing Flooring - Room Carpeting                                          | 11,073        | sf/incl    | -             | -         |                |
| Remove Existing Flooring - Hallway Carpeting                                       | 8,575         | sf/incl    | -             | -         |                |
| Remove Existing Window Film at all Exterior Windows                                | 364           | lf/incl    | -             | -         |                |
| Remove Existing Gyp Ceilings                                                       | 6,450         | sf/incl    | -             | -         |                |
| Remove Existing ACT Ceilings - Access to extend walls to deck                      | 9,150         | sf/incl    | -             | -         |                |
| Remove Interior Soffits                                                            | 100           | lf/incl    | -             | -         |                |
| Remove Existing Ceilings as Required to Modify Existing Partitions to Meet Ratings | 4,443         | sf/incl    | -             | -         |                |
| Remove Ceilings not Marked                                                         | 2,500         | sf/incl    | -             | -         |                |
| Remove Existing Signage throughout Building - Garden Level/Upper Level             |               | incl       | -             | -         |                |
| Demolition of MEP as Noted                                                         |               | incl       | -             | -         |                |
| Demolition of RFP - For Drywall Install                                            |               | incl       | -             | -         |                |
| Removal of Exterior Chain-Link Fence                                               |               | incl       | -             | -         |                |
| Sawcut - Interior Concrete                                                         |               | incl       | -             | -         |                |
| Remove Interior Concrete                                                           |               | incl       | -             | -         |                |
| Sawcut - Plumbing SOG                                                              | 1,510         | lf         | 5.00          | 7,550.00  |                |
| Demo Slab - Plumbing SOG                                                           | 1,510         | lf         | 2.50          | 3,775.00  |                |
| MEP Mase Safe                                                                      |               | incl       | -             | -         |                |
| FRP                                                                                |               | incl       | -             | -         |                |

City and County of Denver FCC Building  
Behavioral Health Solutions Center  
100% CDs

| TRADE PACKAGE                          |                                                           | GSF:          |            |              |            |                |
|----------------------------------------|-----------------------------------------------------------|---------------|------------|--------------|------------|----------------|
| Scope Items & Description              |                                                           | Quantity      | Unit       | Cost         | Subtotal   | Total          |
|                                        | Removal of Artwork                                        |               | EXCL       | -            | -          |                |
|                                        | Remove Laundry Appliances                                 |               | incl       | -            | -          |                |
|                                        | GPR Slabs                                                 | 5             | days       | 1,250.00     | 6,250.00   |                |
|                                        | Temp. Protection at Balcony for Trash Removal             | 900           | sf         | 4.00         | 3,600.00   |                |
|                                        | Temp. Protection of Finishes - Upper Level                | 2,500         | sf         | 4.00         | 10,000.00  |                |
|                                        | Install                                                   | 80            | hrs        | 76.00        | 6,080.00   |                |
|                                        | Maintenance                                               | 80            | hrs        | 76.00        | 6,080.00   |                |
|                                        | Removal                                                   | 40            | hrs        | 76.00        | 3,040.00   |                |
|                                        | Clean Up Labor                                            | 192           | hrs        | 76.00        | 14,592.00  |                |
|                                        | Protection of Existing Elements during Demolition         | 12,026        | sf         | 0.25         | 3,006.50   |                |
|                                        | Window Removal for Access to Upper Level                  | 1             | ls         | 10,000.00    | 10,000.00  |                |
|                                        | Reinstall of Window                                       |               | incl       | -            | -          |                |
|                                        |                                                           | 28,237        | gsf        |              | \$         | 162,594        |
| <b>CONCRETE</b>                        |                                                           | <b>28,237</b> | <b>gsf</b> | <b>0.89</b>  | <b>\$</b>  | <b>25,062</b>  |
| <b>3C Structural Concrete</b>          |                                                           |               |            |              |            |                |
|                                        | <b>Window Well Extension</b>                              |               |            |              |            |                |
|                                        | CIP Concrete Footing                                      | 1             | cy         | 1,400.00     | 1,555.56   |                |
|                                        | 4" SOG                                                    | 1             | cy         | 1,200.00     | 666.67     |                |
|                                        | Wall                                                      | 240           | sf         | 65.00        | 15,600.00  |                |
|                                        |                                                           | 28,237        | gsf        | 0.63         |            | \$ 17,822      |
| <b>3D Interior Concrete</b>            |                                                           |               |            |              |            |                |
|                                        | Patch Concrete - At Plumbing SOG                          | 260           | sf         | 14.00        | 3,640.00   |                |
|                                        | Drill/Epoxy                                               | 240           | ea         | 15.00        | 3,600.00   |                |
|                                        |                                                           | 28,237        | gsf        |              |            | \$ 7,240       |
| <b>MASONRY</b>                         |                                                           | <b>28,237</b> | <b>gsf</b> | <b>0.09</b>  | <b>\$</b>  | <b>2,679</b>   |
| <b>4B Unit Masonry</b>                 |                                                           |               |            |              |            |                |
|                                        | Masonry Infil at New Window - materials                   | 25            | sf         | 15.00        | 375.00     |                |
|                                        | Masonry Infil at New Window - labor                       | 16            | hrs        | 72.00        | 1,152.00   |                |
|                                        | Patch and Repair after Masonry Demo                       | 16            | hrs        | 72.00        | 1,152.00   |                |
|                                        |                                                           | 28,237        | gsf        |              |            | \$ 2,679       |
| <b>METALS</b>                          |                                                           | <b>28,237</b> | <b>gsf</b> | <b>0.79</b>  | <b>\$</b>  | <b>22,359</b>  |
| <b>5C Miscellaneous Metals</b>         |                                                           |               |            |              |            |                |
|                                        | Metal Grate at Window Well                                | 102           | sf         | 150.00       | 15,300.00  |                |
|                                        | Miscellaneous Metals                                      | 28,237        | gsf        | 0.25         | 7,059.25   |                |
|                                        | Steel Countertop Supports                                 |               | w/6B       | -            | -          |                |
|                                        |                                                           | 28,237        | gsf        | 0.79         |            | \$ 22,359      |
| <b>WOODS, PLASTICS, and COMPOSITES</b> |                                                           | <b>28,237</b> | <b>gsf</b> | <b>11.57</b> | <b>\$</b>  | <b>326,655</b> |
| <b>6A Rough Carpentry</b>              |                                                           |               |            |              |            |                |
|                                        | <b>Material</b>                                           |               |            |              |            |                |
|                                        | Backing and Blocking                                      | 28,237        | gsf        | 0.50         | 14,118.50  |                |
|                                        | Rough Carpentry Consumables                               | 1             | ls         | 750.00       | 750.00     |                |
|                                        | <b>Labor</b>                                              |               |            |              |            |                |
|                                        | Install                                                   | 720           | hrs        | 76.00        | 54,720.00  |                |
|                                        | Fire Retardant Wall Backing at Wall Hung Cabinets         |               | incl       | -            | -          |                |
|                                        | Mirrors                                                   |               | incl       | -            | -          |                |
|                                        | Misc. Blocking For Blockouts and Safety Rail at Blockouts |               | incl       | -            | -          |                |
|                                        | Roof Parapet Blocking                                     |               | incl       | -            | -          |                |
|                                        | Toilet Accessories and Specialties                        |               | incl       | -            | -          |                |
|                                        | Fire Extinguisher Cabinets                                |               | incl       | -            | -          |                |
|                                        | Plywood for IT Rooms, Telecomm,AV, Electrical             |               | incl       | -            | -          |                |
|                                        | Misc. Blocking For Blockouts and Safety Rail at Blockouts |               | incl       | -            | -          |                |
|                                        | Roof Parapet Blocking                                     |               | incl       | -            | -          |                |
|                                        | Signage Backing                                           |               | NIC        | -            | -          |                |
|                                        | Blocking for Door Openings                                |               | NIC        | -            | -          |                |
|                                        | Millwork                                                  |               | incl       | -            | -          |                |
|                                        | Window Coverings                                          |               | incl       | -            | -          |                |
|                                        |                                                           | 28,237        | gsf        | 2.46         |            | \$ 69,589      |
| <b>6B Architectural Millwork</b>       |                                                           |               |            |              |            |                |
|                                        | Subcontractor Quote                                       | 1             | ls         | 234,482.75   | 234,482.75 |                |
|                                        | Staff Station                                             | 33            | lf/incl    | -            | -          |                |
|                                        | Nurse Station                                             | 15            | lf/incl    | -            | -          |                |
|                                        | Security                                                  | 13            | lf/incl    | -            | -          |                |
|                                        | Staff Charting                                            | 30            | lf/incl    | -            | -          |                |
|                                        | Dining Countertop                                         | 30            | sf/incl    | -            | -          |                |
|                                        | Upper Cabinets - plam                                     | 41            | lf/incl    | -            | -          |                |
|                                        | Base Cabinets - plam                                      | 36            | lf/incl    | -            | -          |                |
|                                        | SS Countertops                                            | 36            | lf/incl    | -            | -          |                |
|                                        | Quartz Countertops                                        | 462           | sf/incl    | -            | -          |                |
|                                        | Bookshelves                                               | 18            | lf/incl    | -            | -          |                |
|                                        | Restroom Vanity with SS Top                               | 38            | lf/incl    | -            | -          |                |

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| TRADE PACKAGE                                                  |  | GSF:          |            |              |            |                     |
|----------------------------------------------------------------|--|---------------|------------|--------------|------------|---------------------|
| Scope Items & Description                                      |  | Quantity      | Unit       | Cost         | Subtotal   | Total               |
| Protection of Installed Finishes - Material                    |  | 28,237        | sf         | 0.10         | 2,823.70   |                     |
| Protection of Installed Finishes - Labor                       |  | 260           | hrs        | 76.00        | 19,760.00  |                     |
|                                                                |  | 28,237        | gsf        | 9.10         |            | \$ 257,066          |
| <b>THERMAL and MOISTURE PROTECTION</b>                         |  | <b>28,237</b> | <b>gsf</b> | <b>0.60</b>  |            | <b>\$ 16,943</b>    |
| <b>7C Roofing</b>                                              |  |               |            |              |            |                     |
| Roof Patching                                                  |  | 1             | allow      | 2,824.00     | 2,824.00   |                     |
|                                                                |  | 28,237        | gsf        |              |            | \$ 2,824            |
| <b>7E Spray Applied Fire-Proofing</b>                          |  |               |            |              |            |                     |
| Spray Applied Fire Proofing Patch                              |  | 1             | allow      | 4,236.00     | 4,236.00   |                     |
|                                                                |  | 28,237        | gsf        |              |            | \$ 4,236            |
| <b>7G Firestopping Systems</b>                                 |  |               |            |              |            |                     |
| Penetration Firestopping                                       |  | 1             | allow      | 5,647.00     | 5,647.00   |                     |
|                                                                |  | 28,237        | gsf        |              |            | \$ 5,647            |
| <b>7H Joint Sealants</b>                                       |  |               |            |              |            |                     |
| Joint Sealants & Misc Caulking                                 |  | 1             | ls         | 4,236.00     | 4,236.00   |                     |
|                                                                |  | 28,237        | gsf        |              |            | \$ 4,236            |
| <b>OPENINGS</b>                                                |  | <b>28,237</b> | <b>gsf</b> | <b>11.89</b> |            | <b>\$ 335,710</b>   |
| <b>8A Doors, Frames, &amp; Hardware - Install</b>              |  |               |            |              |            |                     |
| HM Frame Installation                                          |  | 107           | ea         | 152.00       | 16,264.00  |                     |
| Wood Doors Installation                                        |  | 107           | ea         | 152.00       | 16,264.00  |                     |
| Hardware Installation                                          |  | 107           | ea         | 456.00       | 48,792.00  |                     |
| Misc. Install Materials                                        |  | 1             | ls         | 1,500.00     | 1,500.00   |                     |
|                                                                |  | 28,237        | gsf        |              |            | \$ 82,820           |
| <b>8B Doors, Frames, &amp; Hardware - Supply</b>               |  |               |            |              |            |                     |
| Subcontractor Quote - including changes to door operators      |  | 1             | ls         | 198,859.75   | 198,859.75 |                     |
| Special Hardware at Resrooms                                   |  |               | incl       | -            | -          |                     |
| Indicator Light                                                |  |               | incl       | -            | -          |                     |
| Wood Doors Flush Single (F)                                    |  | 36            | ea         | -            | -          |                     |
| Wood Doors Flush Single - 20min. Rated                         |  | 46            | ea         | -            | -          |                     |
| Wood Doors Flush Single Half Lite - HG                         |  | 13            | ea         | -            | -          |                     |
| Wood Doors Flush Double - DBL F                                |  | 3             | ea         | -            | -          |                     |
| Wood Doors Flush Double - 20min. Rated                         |  | 2             | pr         | -            | -          |                     |
| Wood Doors Flush Double - 90min. Rated                         |  | 1             | ea         | -            | -          |                     |
| Hardware                                                       |  | 107           | ea         | -            | -          |                     |
| HM Door Frames                                                 |  | 70            | ea         | -            | -          |                     |
| HM Window Frames                                               |  | 9             | ea         | -            | -          |                     |
| Receiving and Stocking                                         |  | 140           | hrs        | 76.00        | 10,640.00  |                     |
| Inventory and Distribution                                     |  | 140           | hrs        | 76.00        | 10,640.00  |                     |
|                                                                |  | 28,237        | gsf        |              |            | \$ 220,140          |
| <b>8D Interior Glazing</b>                                     |  |               |            |              |            |                     |
| Subcontractor Quote                                            |  | 1             | ls         | 19,130.00    | 19,130.00  |                     |
| Tax Adjustment                                                 |  | 1             | ls         | (753.70)     | (753.70)   |                     |
| Window Type A                                                  |  | 43            | sf         | -            | -          |                     |
| Window Type IA                                                 |  | 14            | sf         | -            | -          |                     |
| Window Type IB                                                 |  | 120           | sf         | -            | -          |                     |
| Window Type IC                                                 |  | 16            | sf         | -            | -          |                     |
| Half Lite Door Glazing                                         |  | 13            | ea         | -            | -          |                     |
| Vision Lite Door Glazing                                       |  | 3             | ea         | -            | -          |                     |
|                                                                |  | 28,237        | gsf        | 0.65         |            | \$ 18,376           |
| <b>8E Window Film Removal</b>                                  |  |               |            |              |            |                     |
| Subcontractor Proposal                                         |  | 1             | ls         | 9,388.00     | 9,388.00   |                     |
| Remove Exterior Applied Window Film                            |  | 1             | ls         | 2,736.12     | 2,736.12   |                     |
| Scrape Spray Applied Window Coating                            |  |               | incl       | -            | -          |                     |
| Lift                                                           |  |               | incl       | -            | -          |                     |
| Sidewalk Maintenance when Removing Window Film                 |  | 1             | ls         | 1,500.00     | 1,500.00   |                     |
| Pedestrian Caution Signage                                     |  | 1             | ls         | 750.00       | 750.00     |                     |
|                                                                |  | 28,237        | gsf        |              |            | \$ 14,374           |
| <b>FINISHES</b>                                                |  | <b>28,237</b> | <b>gsf</b> | <b>37.45</b> |            | <b>\$ 1,057,460</b> |
| <b>9A Gypsum Assemblies</b>                                    |  |               |            |              |            |                     |
| <b>Garden Level</b>                                            |  |               |            |              |            |                     |
| Subcontractor Quote                                            |  | 1             | ls         | 514,900.00   | 514,900.00 |                     |
| Partition Type D0a - Partition Wall                            |  | 288           | sf/incl    | -            | -          |                     |
| Partition Type D1b - Fire Rated Sound Partition                |  | 504           | sf/incl    | -            | -          |                     |
| Partition Type D1bX - Fire Rated Smoke Barrier/Sound Partition |  | 912           | sf/incl    | -            | -          |                     |
| Partition Type D2bX - Fire and Smoke Sound Partition           |  | 960           | sf/incl    | -            | -          |                     |
| Partition Type D0s - Sound Partition                           |  | 4,056         | sf/incl    | -            | -          |                     |
| Partition Type D0bX - Smoke and Sound Partition                |  | 6,720         | sf/incl    | -            | -          |                     |
| Partition Type D0p - Partial Height Partition                  |  | 36            | sf/incl    | -            | -          |                     |
| Partition Type B0f - Furring Wall                              |  | 840           | sf/incl    | -            | -          |                     |
| Partition Type C0f - Furring Wall                              |  | 312           | sf/incl    | -            | -          |                     |
| Partition Type D0f - Furring Wall                              |  | 432           | sf/incl    | -            | -          |                     |

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| TRADE PACKAGE                                                  |  | GSF:     |         |            |            |            |
|----------------------------------------------------------------|--|----------|---------|------------|------------|------------|
| Scope Items & Description                                      |  | Quantity | Unit    | Cost       | Subtotal   | Total      |
| LVL 5 at Wallcovering Locations                                |  | 540      | sf/incl | -          | -          |            |
| Gyp Ceilings - Restrooms and Showers                           |  | 510      | sf/incl | -          | -          |            |
| Gyp Ceilings - Bedrooms                                        |  | 2,140    | sf/incl | -          | -          |            |
| Gyp Ceilings - Client Rooms                                    |  | 640      | sf/incl | -          | -          |            |
| Gyp Ceilings - Nurse Station/Staff/Reception/Security          |  | 380      | sf/incl | -          | -          |            |
| Gyp Ceilings - Office                                          |  | 125      | sf/incl | -          | -          |            |
| Gyp Ceilings - Laundry Room                                    |  | 190      | sf/incl | -          | -          |            |
| <b>Upper Level</b>                                             |  |          |         |            |            |            |
| Partition Type D0a - Partition Wall                            |  | 672      | sf/incl | -          | -          |            |
| Partition Type F0b - Partition Wall                            |  | 120      | sf/incl | -          | -          |            |
| Partition Type D1s - Fire Rated Sound Partition                |  | 2,280    | sf/incl | -          | -          |            |
| Partition Type D1b - Fire Rated Sound Partition                |  | 300      | sf/incl | -          | -          |            |
| Partition Type D1bX - Fire Rated Smoke Barrier/Sound Partition |  |          | n/a     | -          | -          |            |
| Partition Type D2bX - Fire and Smoke Sound Partition           |  |          | n/a     | -          | -          |            |
| Partition Type D0s - Sound Partition                           |  | 720      | sf/incl | -          | -          |            |
| Partition Type D0bX - Smoke and Sound Partition                |  |          | n/a     | -          | -          |            |
| Partition Type D0p - Partial Height Partition                  |  | 300      | sf/incl | -          | -          |            |
| Partition Type B0f - Furring Wall                              |  | 144      | sf/incl | -          | -          |            |
| Partition Type C0f - Furring Wall                              |  | 84       | sf/incl | -          | -          |            |
| Partition Type D0f - Furring Wall                              |  | 1,740    | sf/incl | -          | -          |            |
| Gyp Ceilings - Restrooms and Showers                           |  | 700      | sf/incl | -          | -          |            |
| Gyp Ceilings - Bedrooms                                        |  |          | n/a     | -          | -          |            |
| Gyp Ceilings - Client Rooms                                    |  |          | n/a     | -          | -          |            |
| Gyp Ceilings - Staff Station                                   |  | 215      | sf/incl | -          | -          |            |
| Gyp Ceilings - Office                                          |  |          | n/a     | -          | -          |            |
| Gyp Ceilings - Laundry Room                                    |  |          | n/a     | -          | -          |            |
| VWC-1 as Noted                                                 |  |          | incl    | -          | -          |            |
| Soffits                                                        |  | 2,100    | sf/incl | -          | -          |            |
| Framing and Install of Access Panels                           |  | 20       | ea/incl | -          | -          |            |
| Existing Conditions Drywall Repair                             |  | 1        | Allow   | 10,000.00  | 10,000.00  |            |
| Existing Conditions Fire Caulking                              |  | 1        | Allow   | 5,000.00   | 5,000.00   |            |
| General Clean Up - Labor - Interiors                           |  | 360      | hrs     | 76.00      | 27,360.00  |            |
| Patch and Repair - Misc.                                       |  | 28,237   | gsf     | 1.00       | 28,237.00  |            |
| Patch and Repair Existing Ceilings - Misc.                     |  | 28,237   | gsf     | 2.00       | 56,474.00  |            |
|                                                                |  | 28,237   | gsf     |            |            | \$ 641,971 |
| <b>9B Acoustical Ceilings</b>                                  |  |          |         |            |            |            |
| Subcontractor Quote                                            |  | 1        | ls      | 44,650.00  | 44,650.00  |            |
| <b>Garden Level</b>                                            |  |          |         |            |            |            |
| ACT-1 (2x4) Armstrong Mesa Second Look                         |  | 6,270    | sf/incl | -          | -          |            |
| ACT-2 (2x2) Armstrong Ultima Health Zone                       |  | 205      | sf/incl | -          | -          |            |
| ACT-3 (2x4) Armstrong Ultima Lay-in                            |  | 475      | sf/incl | -          | -          |            |
| Trims                                                          |  | 6,950    | sf/incl | -          | -          |            |
| Leave outs, additional mobilizations                           |  | 6,950    | sf/incl | -          | -          |            |
| Cut outs for LV trades                                         |  | 6,950    | sf/incl | -          | -          |            |
| <b>Upper Level</b>                                             |  |          |         |            |            |            |
| ACT-1 (2x4) Armstrong Mesa Second Look                         |  | 1,935    | sf/incl | -          | -          |            |
| ACT-2 (2x2) Armstrong Ultima Health Zone                       |  | 60       | sf/incl | -          | -          |            |
| ACT-3 (2x4) Armstrong Ultima Lay-in                            |  | 375      | sf/incl | -          | -          |            |
| Trims                                                          |  | 2,370    | sf/incl | -          | -          |            |
| Leave outs, additional mobilizations                           |  | 2,370    | sf/incl | -          | -          |            |
| Cut outs for LV trades                                         |  | 2,370    | sf/incl | -          | -          |            |
|                                                                |  | 28,237   | gsf     | 1.58       |            | \$ 44,650  |
| <b>9C Tile</b>                                                 |  |          |         |            |            |            |
| Subcontractor Quote                                            |  | 1        | ls      | 67,850.00  | 67,850.00  |            |
| <b>Garden Level</b>                                            |  |          |         |            |            |            |
| Restrooms - Porcelain Tile Floor                               |  | 665      | sf      | -          | -          |            |
| Restrooms - Porcelain Tile Base                                |  | 310      | lf      | -          | -          |            |
| Restrooms - Porcelain Tile Wet Walls to 4' AFF                 |  | 1,240    | sf      | -          | -          |            |
| <b>Upper Level</b>                                             |  |          |         |            |            |            |
| Restrooms - Porcelain Tile Floor                               |  | 880      | sf      | -          | -          |            |
| Restrooms - Porcelain Tile Base                                |  | 380      | lf      | -          | -          |            |
| Restrooms - Porcelain Tile Wet Walls to 4' AFF                 |  | 1,520    | sf      | -          | -          |            |
| Cove Base                                                      |  | 630      | lf      | -          | -          |            |
| Thresholds                                                     |  |          | incl    | -          | -          |            |
| Epoxy Grout                                                    |  | 4,305    | incl    | -          | -          |            |
| Anti-fracture membrane                                         |  | 690      | sf      | 2.50       | 1,725.00   |            |
|                                                                |  | 28,237   | gsf     | 2.46       |            | \$ 69,575  |
| <b>9D Flooring</b>                                             |  |          |         |            |            |            |
| Subcontractor Quote                                            |  | 1        | ls      | 157,105.00 | 157,105.00 |            |
| <b>Garden Level</b>                                            |  |          |         |            |            |            |
| CPT-1 Walk-off Carpet                                          |  | 235      | sf      | -          | -          |            |
| CPT-2 Carpet Tile                                              |  | 73       | sy      | -          | -          |            |
| LVT-1 Luxury Vinyl Tile                                        |  | 7,090    | sf      | -          | -          |            |
| LVT-2 Luxury Vinyl Tile                                        |  | 3,190    | sf      | -          | -          |            |
| SV-1 Sheet Vinyl                                               |  | 370      | sf      | -          | -          |            |
| RF-1 Rubber Gym Floor                                          |  | -        | n/a     | -          | -          |            |
| Rubber Base                                                    |  | 3,167    | lf      | -          | -          |            |

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| TRADE PACKAGE             |                                                    | GSF:          |            |             |            |                  |
|---------------------------|----------------------------------------------------|---------------|------------|-------------|------------|------------------|
| Scope Items & Description |                                                    | Quantity      | Unit       | Cost        | Subtotal   | Total            |
| <b>Upper Level</b>        |                                                    |               |            |             |            |                  |
|                           | CPT-1 Walk-off Carpet                              | -             | n/a        | -           | -          |                  |
|                           | CPT-2 Carpet Tile                                  | 19            | sy         | -           | -          |                  |
|                           | LVT-1 Luxury Vinyl Tile                            | 5,885         | sf         | -           | -          |                  |
|                           | LVT-2 Luxury Vinyl Tile                            | 4,390         | sf         | -           | -          |                  |
|                           | SV-1 Sheet Vinyl                                   | 95            | sf         | -           | -          |                  |
|                           | RF-1 Rubber Gym Floor                              | 670           | sf         | -           | -          |                  |
|                           | Rubber Base                                        | 2,393         | lf         | -           | -          |                  |
|                           | Floor protection - Materials                       | 28,237        | sf         | 0.25        | 7,059.25   |                  |
|                           | Floor Protection - Install and Maintenance         | 120           | hrs        | 76.00       | 9,120.00   |                  |
|                           | Floor Protection - Removal                         | 120           | hrs        | 76.00       | 9,120.00   |                  |
|                           | Floor Leveling & Prep                              | 1             | allow      | 10,000.00   | 10,000.00  |                  |
|                           |                                                    | 28,237        | gsf        | 6.81        |            | \$ 192,404       |
| <b>9E</b>                 | <b>Painting and Coating</b>                        |               |            |             |            |                  |
|                           | Subcontractor Quote                                | 1             | ls         | 101,800.00  | 101,800.00 |                  |
|                           | Tax Adjustments                                    |               | incl       | -           | -          |                  |
|                           | <b>Garden Level</b>                                |               |            |             |            |                  |
|                           | Walls and Partitions                               | 15,060        | sf         | -           | -          |                  |
|                           | Stairs and Exposed Steel                           | 3             | flts       | -           | -          |                  |
|                           | Vinyl Wall Covering Locations                      | 144           | sf         | -           | -          |                  |
|                           | Gyp Ceilings / Soffits - Restrooms                 | 3,475         | sf         | -           | -          |                  |
|                           | HM Frames & Doors                                  | 107           | ea         | -           | -          |                  |
|                           | Paint HM Door Frames (single/double)               |               | incl       | -           | -          |                  |
|                           | Paint HM Doors (Wood Doors to be Prefinished)      |               | incl       | -           | -          |                  |
|                           | <b>Upper Level</b>                                 |               |            |             |            |                  |
|                           | Walls and Partitions                               | 6,360         | sf         | -           | -          |                  |
|                           | Vinyl Wall Covering Locations                      | 840           | sf         | -           | -          |                  |
|                           | Gyp Ceilings / Soffits - Restrooms                 | 3,397         | sf         | -           | -          |                  |
|                           | HM Frames & Doors                                  | 107           | ea         | -           | -          |                  |
|                           | Paint HM Door Frames (single/double)               |               | incl       | -           | -          |                  |
|                           | Paint HM Doors (Wood Doors to be Prefinished)      |               | incl       | -           | -          |                  |
|                           | Miscellaneous Painting                             | 28,237        | gsf        | 0.10        | 2,823.70   |                  |
|                           | Touch Up                                           | 28,237        | sf         | 0.15        | 4,235.55   |                  |
|                           |                                                    | 28,237        | gsf        | 3.86        |            | \$ 108,859       |
| <b>9F</b>                 | <b>Wallcoverings</b>                               |               |            |             |            |                  |
|                           | Vinyl Wall Covering                                | 984           | sf/w/09E   | -           | -          |                  |
|                           | Touch Up                                           | 984           | sf/w/09E   | -           | -          |                  |
|                           |                                                    | 28,237        | gsf        |             |            | \$ -             |
| <b>SPECIALTIES</b>        |                                                    | <b>28,237</b> | <b>gsf</b> | <b>2.60</b> |            | <b>\$ 73,335</b> |
| <b>10A</b>                | <b>Signage</b>                                     |               |            |             |            |                  |
|                           | Subcontractor Quote                                | 1             | ls         | 8,572.20    | 8,572.20   |                  |
|                           | ADA Signage - Restrooms                            | 16            | ea         | -           | -          |                  |
|                           | ADA Signage - Stairs/Elevators/Exits               | 14            | ea         | -           | -          |                  |
|                           | Room Signage                                       | 53            | ea         | -           | -          |                  |
|                           | Room Signage - Patient Rooms                       | 46            | ea         | -           | -          |                  |
|                           | Installation of Signs - Stairs/Elevators/Restrooms |               | incl       | -           | -          |                  |
|                           | Installation of Signs - Other Rooms                |               | incl       | -           | -          |                  |
|                           |                                                    | 28,237        | gsf        | 0.30        |            | \$ 8,572         |
| <b>10B</b>                | <b>Toilet Partitions and Accessories</b>           |               |            |             |            |                  |
|                           | <b>Garden Level</b>                                |               |            |             |            |                  |
|                           | Tax Adjustments                                    | 1             | ls         | 29,979.00   | 29,979.00  |                  |
|                           | Soap Dispensers                                    | 1             | ls         | (2,318.00)  | (2,318.00) |                  |
|                           | Recessed Paper Towel Dispenser/Waste Receptacle    | 8             | ea         | -           | -          |                  |
|                           | Sanitary Napkin Vendor                             | -             | NIC        | -           | -          |                  |
|                           | Sanitary Napkin Disposal                           | -             | NIC        | -           | -          |                  |
|                           | Grab Bars                                          | 8             | ea         | -           | -          |                  |
|                           | Seat Cover Dispenser                               |               | incl       | -           | -          |                  |
|                           | Toilet Paper Dispenser                             | 8             | na         | -           | -          |                  |
|                           | BOBRICK Paper Towel Dispensers                     | 8             | ea         | -           | -          |                  |
|                           | Support Steel                                      | 1             | ls         | 3,520.00    | 3,520.00   |                  |
|                           |                                                    |               | w/05A      | -           | -          |                  |
|                           | <b>Upper Level</b>                                 |               |            |             |            |                  |
|                           | Soap Dispensers                                    | 7             | ea         | -           | -          |                  |
|                           | Recessed Paper Towel Dispenser/Waste Receptacle    | -             | NIC        | -           | -          |                  |
|                           | Sanitary Napkin Vendor                             | -             | NIC        | -           | -          |                  |
|                           | Sanitary Napkin Disposal                           | -             | NIC        | -           | -          |                  |
|                           | Grab Bars                                          | 7             | ea         | -           | -          |                  |
|                           | Seat Cover Dispenser                               |               | incl       | -           | -          |                  |
|                           | Toilet Paper Dispenser                             | 7             | na         | -           | -          |                  |
|                           | Support Steel                                      | 7             | ea         | -           | -          |                  |
|                           |                                                    |               | w/05A      | -           | -          |                  |
|                           | <b>Other Specialties</b>                           | 1             | ls         | 22,275.00   | 22,275.00  |                  |
|                           | Corner Guards                                      |               | incl       | -           | -          |                  |
|                           | Guardrails                                         |               | incl       | -           | -          |                  |
|                           | Bike Racks                                         |               | incl       | -           | -          |                  |
|                           |                                                    | 28,237        | gsf        | 1.89        |            | \$ 53,456        |

City and County of Denver FCC Building  
Behavioral Health Solutions Center  
100% CDs

| TRADE PACKAGE                        |                                       | GSF:          |            |              |              |                  |
|--------------------------------------|---------------------------------------|---------------|------------|--------------|--------------|------------------|
| Scope Items & Description            |                                       | Quantity      | Unit       | Cost         | Subtotal     | Total            |
| <b>10C Miscellaneous Specialties</b> |                                       |               |            |              |              |                  |
|                                      | Fire Extinguishers and Cabinets       | 7             | ea         | 800.00       | 5,600.00     |                  |
|                                      | Lockers in Vestibule                  | 1             | ea         | 5,707.00     | 5,707.00     |                  |
|                                      |                                       | 28,237        | gsf        | 0.40         | \$           | 11,307           |
| <b>EQUIPMENT</b>                     |                                       | <b>28,237</b> | <b>gsf</b> | <b>-</b>     | <b>\$</b>    | <b>-</b>         |
| <b>11A Appliances</b>                |                                       |               |            |              |              |                  |
|                                      | Residential Grade Washer (By Others)  |               | excl       | -            | -            |                  |
|                                      | Residential Grade Dryer (By Others)   |               | excl       | -            | -            |                  |
|                                      |                                       | 28,237        | gsf        | -            | \$           | -                |
| <b>FURNISHINGS</b>                   |                                       | <b>28,237</b> | <b>gsf</b> | <b>2.66</b>  | <b>\$</b>    | <b>75,067</b>    |
| <b>12A Window Treatments</b>         |                                       |               |            |              |              |                  |
|                                      | Cordless Roller Shades                | 1             | ls         | 75,067.00    | 75,067.00    |                  |
|                                      | Office Blinds                         |               | incl       | -            | -            |                  |
|                                      | Backing & Blocking                    |               | w/6A       | -            | -            |                  |
|                                      |                                       | 28,237        | gsf        |              | \$           | 75,067           |
| <b>FIRE PROTECTION</b>               |                                       | <b>28,237</b> | <b>gsf</b> | <b>5.36</b>  | <b>\$</b>    | <b>151,312</b>   |
| <b>21A Fire Suppression</b>          |                                       |               |            |              |              |                  |
|                                      | Fire Suppression Systems              | 1             | ls         | 151,312.00   | 151,312.00   |                  |
|                                      | Fire Sprinkler Demo                   |               | incl       | -            | -            |                  |
|                                      | Fire Suppression System               |               | incl       | -            | -            |                  |
|                                      | Flip Heads for Demo                   |               | incl       | -            | -            |                  |
|                                      | Redesign/Adjust For New Layout        |               | incl       | -            | -            |                  |
|                                      | Tie into Existing Branch              |               | incl       | -            | -            |                  |
|                                      | Pipe Fabrication                      |               | incl       | -            | -            |                  |
|                                      |                                       | 28,237        | gsf        | 5.36         | \$           | 151,312          |
| <b>PLUMBING</b>                      |                                       | <b>28,237</b> | <b>gsf</b> | <b>39.44</b> | <b>\$</b>    | <b>1,113,738</b> |
| <b>22A Plumbing</b>                  |                                       |               |            |              |              |                  |
|                                      | Plumbing Systems                      | 1             | ls         | 1,100,828.00 | 1,100,828.00 |                  |
|                                      | Anti-Ligature Fixtures - Garden Level |               | sf         | -            | -            |                  |
|                                      | Standard Fixtures - Upper Level       |               | incl       | -            | -            |                  |
|                                      | Grease Trap Inspection                | 1             | ea         | 750.00       | 750.00       |                  |
|                                      | Plumbing Demolition                   |               | incl       | -            | -            |                  |
|                                      | Copper Piping                         |               | incl       | -            | -            |                  |
|                                      | Excavation of New Lines               |               | incl       | -            | -            |                  |
|                                      | Sawcutting - Plumbing SOG             |               | incl       | -            | -            |                  |
|                                      | Demolition of Slab - Plumbing SOG     |               | w/2A       | -            | -            |                  |
|                                      | Fill and Compact New Line Excavation  |               | incl       | -            | -            |                  |
|                                      | New Meters and Gauges                 |               | incl       | -            | -            |                  |
|                                      | General Duty Valves                   |               | incl       | -            | -            |                  |
|                                      | Hangers and Supports                  |               | incl       | -            | -            |                  |
|                                      | Identification and Labeling of Pipes  |               | incl       | -            | -            |                  |
|                                      | Insulation                            |               | incl       | -            | -            |                  |
|                                      | How Water Circulation Pumps           |               | incl       | -            | -            |                  |
|                                      | Waste and Vent Lines                  |               | incl       | -            | -            |                  |
|                                      | Sanitary Waste and Vent Below Ground  |               | incl       | -            | -            |                  |
|                                      | Fixtures                              |               | incl       | -            | -            |                  |
|                                      | Ceiling Tile Adjustment               |               | incl       | -            | -            |                  |
|                                      | Clean Up (Labor)                      | 160           | hrs        | 76.00        | 12,160.00    |                  |
|                                      |                                       | 28,237        | gsf        | 39.44        | \$           | 1,113,738        |
| <b>MECHANICAL</b>                    |                                       | <b>28,237</b> | <b>gsf</b> | <b>2.04</b>  | <b>\$</b>    | <b>57,565</b>    |
| <b>23A Mechanical</b>                |                                       |               |            |              |              |                  |
|                                      | Mechanical Systems                    |               | w/22A      | -            | -            |                  |
|                                      | Demolition                            |               | incl       | -            | -            |                  |
|                                      | Controls                              |               | incl       | -            | -            |                  |
|                                      | Fire Dampers                          |               | incl       | -            | -            |                  |
|                                      | VAV Boxes                             |               | incl       | -            | -            |                  |
|                                      | Grills/Diffusers                      |               | incl       | -            | -            |                  |
|                                      | Ductwork with Insulation              |               | incl       | -            | -            |                  |
|                                      | Equipment Start Up                    |               | incl       | -            | -            |                  |
|                                      | Equipment Testing                     |               | incl       | -            | -            |                  |
|                                      | HVAC Demolition                       |               | incl       | -            | -            |                  |
|                                      | Balancing                             |               | incl       | -            | -            |                  |
|                                      | Insulation                            |               | incl       | -            | -            |                  |
|                                      | Water Treatment                       |               | incl       | -            | -            |                  |
|                                      | Permits                               |               | incl       | -            | -            |                  |
|                                      | Controls                              |               | incl       | -            | -            |                  |
|                                      | Temp Heat                             | 1             | ls         | 33,565.00    | 33,565.00    |                  |

City and County of Denver FCC Building  
Behavioral Health Solutions Center  
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| TRADE PACKAGE                                   |  | GSF:          |            |              |            |                  |
|-------------------------------------------------|--|---------------|------------|--------------|------------|------------------|
| Scope Items & Description                       |  | Quantity      | Unit       | Cost         | Subtotal   | Total            |
| Mechanical Commissioning                        |  | 1             | allow      | 24,000.00    | 24,000.00  |                  |
| Removal of Demolition                           |  |               | w/2A       | -            | -          |                  |
|                                                 |  | 28,237        | gsf        | 2.04         | \$         | 57,565           |
| <b>ELECTRICAL</b>                               |  | <b>28,237</b> | <b>gsf</b> | <b>23.26</b> | <b>\$</b>  | <b>656,810</b>   |
| <b>26A Electrical</b>                           |  |               |            |              |            |                  |
| Electrical Systems                              |  | 1             | ls         | 638,100.00   | 638,100.00 |                  |
| Service & Distribution                          |  |               | incl       | -            | -          |                  |
| Switchgear                                      |  |               | incl       | -            | -          |                  |
| Power                                           |  |               | incl       | -            | -          |                  |
| Feeders                                         |  |               | incl       | -            | -          |                  |
| Generator                                       |  |               | incl       | -            | -          |                  |
| Lighting and Branch Circuits                    |  |               | incl       | -            | -          |                  |
| - Back of House Lighting                        |  |               | incl       | -            | -          |                  |
| - Common Area Lighting                          |  |               | incl       | -            | -          |                  |
| - Stumble Lighting                              |  |               | incl       | -            | -          |                  |
| - Temp Tenant Fixtures - to Meet Code           |  |               | incl       | -            | -          |                  |
| - Lighting Control System                       |  |               | incl       | -            | -          |                  |
| Hardwiring at Toilets                           |  |               | incl       | -            | -          |                  |
| Fire Dampers                                    |  |               | incl       | -            | -          |                  |
| Anti-Ligature Fixtures - Garden Level (Premium) |  |               | incl       | -            | -          |                  |
| Anti-Ligature Fixtures - Upper Level (Premium)  |  |               | incl       | -            | -          |                  |
| Life Safety - Fire Alarm                        |  |               | incl       | -            | -          |                  |
| Security System - Rough-In                      |  |               | incl       | -            | -          |                  |
| 4" Conduits from Utility Vault                  |  | 1             | ls         | 1,950.00     | 1,950.00   |                  |
| Demolition - Safe Off                           |  |               | incl       | -            | -          |                  |
| Electrical work in Elevator Closet 076          |  | 1             | allow      | 4,600.00     | 4,600.00   |                  |
| New Fire Panel                                  |  |               | incl       | -            | -          |                  |
| Clean Up (Labor)                                |  | 160           | hrs        | 76.00        | 12,160.00  |                  |
|                                                 |  | 28,237        | gsf        | 23.26        | \$         | 656,810          |
| <b>26B Lighting</b>                             |  |               |            |              |            |                  |
| Lighting Fixtures                               |  |               | w/26A      | -            | -          |                  |
|                                                 |  | 28,237        | gsf        | -            | \$         | -                |
| <b>TECHNOLOGY</b>                               |  | <b>28,237</b> | <b>gsf</b> | <b>8.97</b>  | <b>\$</b>  | <b>253,250</b>   |
| <b>27A Telecommunications</b>                   |  |               |            |              |            |                  |
| Telecommunications Systems                      |  | 1             | ls         | 234,104.50   | 234,104.50 |                  |
| Alternate NO. 3 - Room Fencing                  |  | 1             | ls         | 900.00       | 900.00     |                  |
|                                                 |  | 28,237        | gsf        | 8.32         | \$         | 235,005          |
| <b>27B Audio-Visual</b>                         |  |               |            |              |            |                  |
| A&V Package                                     |  | 1             | ls         | 18,245.60    | 18,245.60  |                  |
|                                                 |  | 28,237        | gsf        | -            | \$         | -                |
| <b>ELECTRONIC SAFETY and SECURITY</b>           |  | <b>28,237</b> | <b>gsf</b> | <b>3.54</b>  | <b>\$</b>  | <b>100,000</b>   |
| <b>28B Security / Access Control</b>            |  |               |            |              |            |                  |
| Access Controls                                 |  | 1             | allow      | 100,000.00   | 100,000.00 |                  |
| Security Cameras                                |  |               | n/a        | -            | -          |                  |
|                                                 |  | 28,237        | gsf        | 3.54         | \$         | 100,000          |
| <b>EARTHWORK and EXCAVATION</b>                 |  | <b>28,237</b> | <b>gsf</b> | <b>1.50</b>  | <b>\$</b>  | <b>42,301</b>    |
| <b>31A Earthwork and Excavation</b>             |  |               |            |              |            |                  |
| Excavation for Window Well                      |  | 95            | cy         | 35.00        | 3,318.52   |                  |
| Backfill Window Well                            |  | 47            | cy         | 25.00        | 1,185.19   |                  |
| Haul Off Spoils                                 |  | 47            | cy         | 20.00        | 948.15     |                  |
| Patch Landscaping and Irrigation                |  | 1             | ls         | 1,500.00     | 1,500.00   |                  |
| Exterior Sidewalk and Ped Gate                  |  | 1             | allow      | 35,349.00    | 35,349.00  |                  |
|                                                 |  | 28,237        | gsf        |              | \$         | 42,301           |
| <b>EXTERIOR IMPROVEMENTS</b>                    |  | <b>28,237</b> | <b>gsf</b> | <b>0.18</b>  | <b>\$</b>  | <b>5,000</b>     |
| <b>32C Planting and Irrigation</b>              |  |               |            |              |            |                  |
| Landscaping Allowance at Window Well Location   |  | 1             | allow      | 5,000.00     | 5,000.00   |                  |
|                                                 |  | 28,237        | gsf        |              | \$         | 5,000            |
| <b>UTILITIES</b>                                |  | <b>28,237</b> | <b>gsf</b> | <b>-</b>     | <b>\$</b>  | <b>-</b>         |
| <b>33A Site Utilities</b>                       |  |               |            |              |            |                  |
| Xcel Utilities                                  |  |               | EXCL       | -            | -          |                  |
|                                                 |  | 28,237        | gsf        |              | \$         | -                |
| <b>TOTAL DIRECT COST OF WORK</b>                |  |               |            |              | <b>\$</b>  | <b>4,555,277</b> |



July 31, 2019

**Behavioral Health Solutions Center  
GMP  
ASSUMPTIONS AND CLARIFICATIONS**

**These Assumptions and Clarifications form the basis of our understanding of the Project scope to provide complete and functioning facilities. This document is provided to allow the entire team to understand the complete scope of the Project and what scope is included in the GMP. In the event of a discrepancy, these Assumptions and Clarifications shall take precedence over the design documents. Turner assumes mutually agreeable contract terms.**

**GENERAL**

1. **GMP Documents:** This GMP is based on the following documents:
  - a. CONSTRUCTION DOCUMENTS 04/26/2019
  - b. PROJECT MANUAL (3) 04/26/2019
  - c. Addendum #1 – DOOR HARDWARE/DRAWING SET/NARRATIVE – 05/13/2019
  - d. BHSC Door Operator Changes – Correspondence received from Kelly N. Turner dated 06/21/2019
  - e. Added Accessible Sidewalk from W. 10<sup>th</sup> Avenue to the Sallyport Entrance with a pedestrian gate, door hardware, access control, and exterior lighting – Addendum Received on 06/14/2019
  - f. Project Schedule – 06/03/2019
2. **Project Schedule:** This GMP is based on the Project Schedule, *dated 06/03/2019*. The schedule is based on the following assumptions:
  - a. The Project Schedule is intended to represent the overall duration of construction. Sequencing of activities and activity durations are subject to adjustment by Turner Construction.
  - b. The GMP assumes a 5-day work week, 8 hours per day, and excludes off-hours work as may be required for work in occupied areas of the offices surrounding construction areas.
  - c. The GMP assumes full access to the building with no quiet hours, no work days, or other requirements that would prevent us from working a full day during the regular work week.
  - d. The GMP excludes delays incurred through no fault of the General Contractor shall be subject to extension of Time, General Conditions and Reimbursable costs.
3. **Submittals and Requests for Information:** It is assumed the Architect/Engineer will review and approve all shop drawings and submittals for conformance with the Contract Documents. The Project Schedule assumes a maximum of ten working days for the Architect/Engineer to review, approve, and return all submittals and five working days to respond to all Requests for Information (RFI's). It is further assumed requests for expedited reviews/responses will be accommodated.
4. **Insurances:** All insurances shall be billed lump sum on the first pay application.
  - a. **Subcontractor Default Insurance:** The GMP includes Subcontractor Default Insurance (SDI) at a Fixed, non-auditable Rate of 0.75% for all subcontracts. Additionally, Tenant/Owner vendors or subcontractors are excluded from SDI.
  - b. **Turner Construction General Liability/Workers Compensation Insurance:** This GMP includes Turner's General Liability and Worker's Compensation at a combined Fixed, non-auditable Rate of 1.1% of total volume.
  - c. **Builder's Risk Insurance:** This GMP includes a Builder's Risk Insurance Policy for the Project at a Fixed, non-auditable Rate of 0.3% of total volume.
  - d. **Payment and Performance Bond:** This GMP includes a Payment and Performance Bond at a Fixed, non-auditable Rate of 1.05% of total volume.
  - e. Architects, Design Consultants, Engineers and/or any other entities providing design for the project as agents of the Owner are not included as Additional Insured as they have no insurable interest in the property. The GMP excludes indemnification of architects or designers.



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5. **Taxes:** This GMP includes Denver Sales tax at 4.31%. Taxes for certain trades may be carried outside the subcontracts and paid by Turner on behalf of the Subcontractor.
6. **Bonds:** This GMP includes the cost of a Payment or Performance Bond at a Fixed, non-auditable Rate of 1.05% of total volume. The GMP excludes any Bid Bonds.
7. **MBE/WBE Participation:** The GMP provides for a path to compliance with stated MBE/WBE goal of 18% via the specific trade partner selections.
8. **Existing Systems:** The GMP assumes the existing building mechanical, plumbing, electrical, and sprinkler systems, equipment and infrastructure are adequate for the design requirements of this project without enhancement or modification unless specifically identified on the Contract Documents. Similarly, the GMP includes provisions for correction of existing code deficiencies only as identified in the drawings, *and only within the construction area*.
9. **Environmental Hazards:** This GMP does not include asbestos, mold, or hazardous material testing, handling, abatement, removal, encapsulation, or any other costs related hazardous materials including, but not limited to, temporary partitions, dust control, wash down areas, etc. Work stoppages and remobilizations due to the discovery or removal of any hazardous materials shall result in a change to this GMP.
10. **Facilities Management / Building Operations:** This GMP does not include costs for Facilities Maintenance or Building Engineers. These cost shall be borne by the Owner/Landlord. It is further assumed Facilities Maintenance or Building Engineers will be available for off hour work at no additional cost to Turner. This GMP does not include cost for an Elevator Operator.
11. **CAD Files:** The GMP assumes Turner will be provided, free of charge, the Architect and Engineer's electronic CAD files to be used for the preparation of trade layout & mechanical/electrical coordination programs.
12. **Utility Consumption:** This GMP does not include the cost for utility fees and consumption during construction. Any impact fees, tap fees, developmental fees or usage fees are assumed by Owner/Tenant.
13. **Owner/Tenant Contractors:** No cost or schedule impact has been included for correcting work damaged by trades not under the control of Turner; such as tenant contractors, building maintenance personnel, building occupants, Owner's FF&E contractor, etc. This GMP excludes all costs for storage, protection, hoisting, distribution, debris removal, and clean-up of work by the Owner and Owner's contractors. This GMP assumes work performed by the Owner and the Owner's contractors will be performed in a timely fashion according to the Project Schedule and will not interfere with the construction nor delay the project.
14. **Buy American:** The GMP does not include Buy American Act.
15. **Conflicts and Omissions:** This GMP includes the work as shown and described in the Contract Documents, as clarified herein. Where Turner is aware of conflicts or omissions in the design documents, Turner has so noted below.
16. **Safety Conformance:** This Contract Sum assumes Owner's staff and vendors will fully adhere to Contractor's safety policies and procedures within construction areas.
17. **Design and Design Responsibility:** This GMP assumes any design activities required to meet performance requirements included within the Contract Documents will be provided by engineering firms licensed in the State of Colorado and/or hired by the appropriate Trade Contractor as part of their Work. The GMP does not include an independent review of any design activity by the Construction Manager. All design information supplied by the Trade Contractors will be reviewed and approved by the Architect/Engineer as part of the normal shop drawing and submittal review process. It is further understood that the overall design responsibility for the Project shall remain with the Architect/Engineer.
18. **Code Compliance:** Contractor has assumed the Project, if constructed in accordance with the Contract Documents will meet current local applicable building codes and ADA guidelines; provided, however, Contractor shall promptly report to the Owner and Architect any nonconformity discovered by or made known to Contractor as a request for information in such form as the Architect may require. Any costs related to code requirements, modifications to the existing facility (if applicable) or ADA guidelines not specifically identified on the Contract Documents and not properly part of the obligation of Contractor or its subcontractors are not included in the Contract Sum.
19. **Cleaning:** This GMP includes Final Cleaning just prior to Substantial Completion and Deep Cleaning the kitchen on the Garden level. Additional cleaning costs will be passed on for any additional Final Cleaning, if such cleaning is directed to proceed ahead of schedule. Likewise, the GMP excludes costs for any cleaning after Occupancy.
20. **Warranties:** This GMP assumes all warranties and guarantees with durations longer than one year from the Date of Acceptance/Substantial Completion shall be directly between the Owner and the Subcontractor/Vendor. For all warranty work, it is expressly assumed the Owner has properly maintained all systems and components per the manufacturer's recommendations and operation and maintenance procedures, and warranty work will be granted in accordance with the aforementioned provisions, should systems fail under normal operating conditions.



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21. **Materials Testing and Special Inspections:** This GMP assumes all required materials testing and special inspections will be provided by the Owner.
22. **LEED Certification:** The GMP includes provisions for the LEED requirements notes on design documents. Any other requirements beyond that have been excluded from this GMP.
23. **Factors Beyond the General Contractor's Control:** The GMP and schedule make no provisions for the effects of government imposed tariffs, cyber-attacks, economic crises, terrorism-related events, disease or illness that may affect the area in which the project is located, or that may affect the labor or supply chain.
24. **Permits and Fees:** The GMP includes building permit and plan review fees, however, any impact fees, tap fees, developmental fees and usage fees are excluded.
25. **Prevailing Wages:** The GMP reflects The Building Mod City and County of Denver Prevailing Wages, General Wage Decision No. CO190020, at the rates in effect as of May 10, 2019. Subsequent modification to these rates may require adjustment to the GMP.
26. **Line Item Guarantees:** The GMP makes no line item guarantees.
27. **Contingencies:** The GMP includes a Construction Contingency at 4%. It is understood Construction Contingency is not to be used for Changes in the Work. No Material Escalation Contingency is included.
28. **Unit Rates:** The following Turner personnel rates will be used for all billings, and applied to all change orders.
  - a. The following Turner personnel rates will be billed for all Direct Hard Costs or change orders, as applicable:
 

|                                 |                                                                                      |
|---------------------------------|--------------------------------------------------------------------------------------|
| i) Project Executive            | \$150.00 / hr                                                                        |
| ii) Sr. Project Manager         | \$110.00 / hr                                                                        |
| iii) Preconstruction Manager    | \$115.00 / hr                                                                        |
| iv) Project Manager             | \$100.00 / hr                                                                        |
| v) Project Superintendent       | \$130.00 / hr                                                                        |
| vi) Asst. Superintendent        | \$110.00 / hr                                                                        |
| vii) Project Engineer/Estimator | \$85.00 / hr                                                                         |
| viii) Field Engineer            | \$75.00 / hr                                                                         |
| ix) Intern                      | \$50.00 / hr                                                                         |
| x) Senior Cost Analyst          | \$85.00 / hr                                                                         |
| xi) Accounting Manager          | \$95.00 / hr                                                                         |
| xii) Project Cost/Accounting    | \$85.00 / hr                                                                         |
| xiii) Purchasing Manager        | \$150.00 / hr                                                                        |
| xiv) Purchasing Agent           | \$85.00 / hr                                                                         |
| xv) Subcontract Administrator   | \$65.00 / hr                                                                         |
| xvi) Site Safety Manager        | \$90.00 / hr                                                                         |
| xvii) BU Safety Manager         | \$150.00 / hr                                                                        |
| xviii) QA/QC Manager            | \$150.00 / hr                                                                        |
| xix) LEAN Manager               | \$95.00 / hr                                                                         |
| xx) Carpenter Foreman           | \$85.00 / hr (OT x 1.5, DT x 2) for 2019<br>\$90.00 / hr (OT x 1.5, DT x 2) for 2020 |
| xxi) Carpenter                  | \$75.00 / hr (OT x 1.5, DT x 2) for 2019<br>\$78.00 / hr (OT x 1.5, DT x 2) for 2020 |
| xxii) Laborer Foreman           | \$70.00 / hr (OT x 1.5, DT x 2) for 2019<br>\$75.00 / hr (OT x 1.5, DT x 2) for 2020 |
| xxiii) Laborer                  | \$60.00 / hr (OT x 1.5, DT x 2) for 2019<br>\$63.00 / hr (OT x 1.5, DT x 2) for 2020 |

#### 01A - PROJECT REQUIREMENTS AND SITE LOGISTICS

29. The GMP assumes all property immediately adjacent and exterior to the BHSC Building, where applicable, may be utilized for hoisting and/or material laydown/storage purposes, and such locations can bear the weight of hoisting operations without reinforcement or modification.
30. The GMP assumes space will be provided within the building for Turner's construction office.
31. The GMP assumes project dumpsters and portable toilets may be placed on site for proper disposal of construction waste.



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32. The GMP excludes any special requirements for separation or recycling of construction debris beyond what is stated on Section 01 8113.13 of the Project Manual.
33. The GMP includes an allowance for ICRA for clean duct control. Please refer back to table of allowances.
34. The GMP includes an allowance for ICRA for plumbing demolition. Please refer back to table of allowances.
35. The GMP includes an allowance for ICRA for demolition. Please refer back to table of allowances.
36. The GMP includes an allowance for ICRA for construction. Please refer back to table of allowances.
37. The GMP excludes temporary heat.

**01E - COMMISSIONING**

38. The GMP excludes any 3<sup>rd</sup> party commissioning with the exception of the allowance provided to commission the new BAS system.

**02 – EXISTING CONDITIONS**

39. The GMP assumes all fixtures, furnishings and equipment to be salvaged will be removed from the construction area by the owner prior to the Commencement of Work.
40. The GMP assumes existing air-distribution may be used to condition the work area during construction.
41. The GMP assumes no relocation or rework of the existing utilities surrounding the window well.
42. This GMP includes visually observable existing conditions only. Non-cosmetic patching or topping off of existing core walls, or firesafing existing penetrations through existing fire rated partitions is not included unless specifically identified on the Contract Documents or these Assumptions and Clarifications. Any floor-to-floor fire ratings are assumed to meet code requirements either with the existing construction or with new assemblies as detailed on the drawings. Any patching, additional spray fireproofing, filling of existing floor or wall openings and penetrations, installation of fire rated ceilings, tenting of light fixtures or diffusers to achieve required fire ratings for existing construction is not included.

**02 – DEMOLITION & EXCAVATION**

43. The GMP assumes demolition will be completed in accordance with the construction schedule and sequence.
44. The GMP assumes demolished materials are to be removed and not intended for reuse.
45. The GMP assumes demolition to be to the extents shown in the plans.
46. The GMP excludes reinforcing of existing systems adjacent to excavations. Turner assumes any such requirements would be provided by the Engineer of Record and would result in an equitable adjustment to the GMP.

**03 - CONCRETE & FOUNDATIONS**

47. The GMP assumes existing subgrades and fill soils beneath existing sidewalk are suitable to support new foundations and replacement of subgrades will not be required.
48. The GMP excludes Colored concrete.
49. The GMP assumes new concrete will be closely matched to existing conditions. An exact match is not included.
50. The GMP excludes relocating utilities in order to install concrete work.
51. The GMP includes an allowance for the added accessible sidewalk from W. 10<sup>th</sup> Avenue to the Sallyport Entrance on the Garden Level with a pedestrian gate, door hardware, access control, and exterior lighting. Please refer back to table of allowances.

**04 - MASONRY**

52. The GMP assumes brick work only at new window location has been included in this GMP. Any other masonry scope has been excluded.

**05 - METALS**

53. The GMP makes no provisions for custom metal finishes unless defined in the Contract Documents and presumes the design team will advise all required finishes.

**06 - WOODS, PLASTICS AND COMPOSITES**

54. The GMP excludes any rough carpentry at locations outside of construction areas.



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55. The GMP assumes backing for signage noted on the design documents only. Signage not clearly noted has been excluded from this scope.
56. The GMP considers the following for Architectural Woodwork:
  - a. The use of FSC materials has been included in the GMP.

**07A – WATERPROOFING / DAMPROOFING**

57. The GMP includes an allowance for waterproofing and damp proofing only at modifications to slabs on grade and for exterior modifications. Please refer back to table of allowances

**07C- ROOFING**

58. The GMP includes only miscellaneous patching for new penetrations at existing roofing. The GMP does not include assumption of warranty for existing roofing systems.
59. The GMP excludes leak testing or specialized waterproofing testing.

**07E- FIRE PROOFING**

60. The GMP includes provisions for patching existing spray-applied fireproofing where affected by the Work and providing spray-applied fireproofing at new structural steel.

**07G- FIRE STOPPING**

61. The GMP includes provisions for fire stopping at new MEP penetrations through rated assemblies. The GMP accounts for minimum sealing of existing penetrations within the construction area, but does not account for large amounts of deficiencies in fire stopping at existing penetrations through rated assemblies.

**08A - OPENINGS**

62. The GMP assumes solid core wood doors as manufactured by VT with heavy duty particle core construction and composite lumber core.
63. The GMP excludes hospital/terminated stops on door frames as none were noted.
64. The GMP excludes any bituminous coatings.
65. The GMP includes only the door operators and occupancy lights as shown on the revised door operator sketch received on 06/21/2019. Occupancy lights are not included at doors where door operators were deleted per the 06/21/2019 sketch.

**08B – GLASS & GLAZING**

66. The GMP excludes salvaging or reusing any glass or glazing system after demolition unless noted otherwise.

**09A – GYPSUM ASSEMBLIES**

67. The GMP assumes existing concrete walls will not receive any additional gypsum or finishes unless specifically noted in the plans
68. The GMP excludes repair or modification to the walls in the Dining Room beyond what is noted in the plans.

**09B – ACOUSTICAL CEILINGS**

69. The GMP includes Acoustical Ceilings only at areas noted in design documents.
70. The GMP includes minor patching and replacement of Acoustical Ceiling Tiles due to damage during construction.
71. The GMP excludes salvaging or reusing of any acoustical ceiling tile after demolition unless noted otherwise.

**09C – FLOORING**

72. The GMP assumes flooring and tiling will be installed to the orientation, layout, and pattern as shown in plans and elevations.
73. The GMP excludes the salvaging or reusing of any flooring material after demolition unless noted otherwise.
74. The GMP excludes the repair of flooring at existing areas unless noted otherwise in design documents.
75. The GMP assumes the moisture content of all existing remaining concrete substrates is within acceptable limits set forth by the manufacturer of the specified flooring finish. The GMP does not include moisture remediation measures.



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76. The GMP includes provisions for epoxy grout in restroom floors, water closet floors, and water closet walls.
77. The GMP does not include testing for hydrostatic pressure or osmotic blistering and does not include any remedies for these conditions.

**09E – PAINT & WALL COVERINGS**

78. The GMP excludes the painting of any existing areas unless noted otherwise.
79. The GMP excludes any wall graphics beyond of what is noted in design documents.
80. The GMP excludes painting the exterior of building or exterior building components unless noted otherwise.

**10A – SPECIALTIES**

81. The GMP excludes any furniture noted on plans. This is assumed to be provided by owner
82. The GMP assumes stainless steel finish on accessories unless noted otherwise.
83. The GMP excludes any appliance and kitchen equipment. These are assumed to be provided by owner
84. The GMP includes four (7) 10lb fire extinguishers, 3 standard fire extinguisher cabinets, and 4 ligature resistant fire extinguisher cabinets.

**10B - SIGNAGE**

85. The GMP includes cost for signage only indicated on plans or signage sheets. Signage not noted has been excluded from this GMP.
86. The GMP excludes any custom graphics as none were indicated on plans.
87. The GMP excludes any exterior signage as none were noted.

**12A- FURNISHINGS**

88. The GMP includes furnishing items designated in the contract documents as Contractor furnished. It is assumed any other items are to be furnished and installed by the Owner.
89. The GMP assumes InPro Spring Operated (Cordless) WebbLok Roller Shades.
90. The GMP excludes shower curtains as none were specified or noted on the design documents.

**21A - FIRE SUPPRESSION**

91. The GMP includes deferred submittal for fire suppression and fire suppression systems in accordance with NFPA 13 and state and local codes and ordinances.
92. The GMP includes institutional sprinkler heads on the garden level and standard heads on the 2<sup>nd</sup> level. No sprinkler heads or components are included for the main (or 1<sup>st</sup> level) in this proposal.
93. The GMP includes isolation and testing of fire suppression mains to be utilized by this scope of work. Repair or replacement of mains and associated valves and components that may be required as a result of this testing will either be funded by change order.
94. The GMP includes temporary modifications to existing coverage (upturning and extending heads) to maintain coverage within the construction area where such coverage is present. Where no coverage currently exists, no temporary suppression will be provided.
95. The GMP excludes re-zoning of existing fire suppression systems, particularly if required for purposes of smoke exhaust. Any such modifications are assumed to be funded from Owner's allowance (if applicable) or by change order.
96. The GMP excludes all work to the sprinkler system in the attic and exterior canopy areas.
97. The GMP excludes any fire sprinkler design that exceeds NFPA requirements.

**23A - PLUMBING/HVAC**

98. The GMP includes an allowance for commissioning for the new BAS system. Please refer back to table of allowances.
99. The GMP assumes owner provided clothes dryers will be electric and no gas piping will be required.



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100. The GMP includes cutting existing underground plumbing and capping below slab. Plumbing will only be removed back to the main if it interferes with new plumbing.
101. The GMP excludes any seismic requirements/supports/controls for mechanical and plumbing systems and equipment.
102. The GMP includes an allowance to inspect the existing grease trap. The GMP does not include cost associated with additional testing or repair requirements.
103. The GMP assumes plumbing/waste lines in basement can be cut below finish slab elevation and capped in place. The GMP does not include removal of lines below slab.
104. The GMP does not include any revisions or work onsite to connect the new BAS to a control location at The Castro Building.

**26A - ELECTRICAL**

105. The GMP excludes seismic bracing and testing.
106. The GMP includes an allowance to relocate existing conduits in Elevator Closet 076 in order for the new LSBG panel to be installed. It is assumed the engineers have located an adequate space in the existing electrical room where the panel can have all applicable clearances and meet all required codes. Please refer back to table of allowances.
107. The GMP excludes further code issues discovered during construction. Code updating is limited to that shown on the plans or listed herein.
108. The GMP excludes all work inside the XCEL vault.
109. The GMP assumes it is acceptable to splice feeders either for pulling purposes or to extend to new locations.
110. The GMP assumes the scheduled feeders account for distance and applicable voltage drop. Revisions to scheduled sizes are not included in the GMP.
111. The GMP assumes the existing to remain panels are in working order. Replacement and/or repair of existing panels has not been included.
112. The GMP includes a coordination/arc flash study for new equipment only. A study of the entire facility or any equipment not new in this scope of work has not been included.
113. The GMP does not guarantee the lighting manufacturers will continue manufacturing the specified/approved light fixture within a specified timeframe. Any costs associated with changing fixtures or additional costs from manufacturers to meet this requirement are excluded.
114. The GMP assumes the electrical drawings take precedence in regards to all light fixtures types and quantities.
115. The GMP excludes replacement of lamps in existing to remain fixtures.
116. The GMP excludes any seismic requirements/supports/controls for electrical systems and equipment.
117. The GMP includes free cabling in all open to structure areas for all low voltage wiring.
118. The GMP excludes lightning protection or modification to an existing lightning protection system.
119. The GMP excludes any temporary power if the building power supply needs to be turned off to perform any scope of work.
120. The GMP excludes a temporary FACP while the new FACP is being installed. Fire watch has been include for regular working hours only.

**27A - TELECOMMUNICATIONS**

121. The GMP assumes all wireless access points (WAPs) and enclosures are to be provided by the owner and contractor installed.
122. The GMP excludes any item on the drawings that states to be provided by owner. This includes but is not limited to cameras and camera mounting hardware.

**27B - AUDIO VISUAL**

123. The GMP excludes the purchase and installation of televisions and associated mounts. Televisions and mounts to be purchased and installed by Owner.



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**28A - FIRE ALARM**

124. The GMP includes modification and replacement of existing devices within the limits of construction only.
125. The GMP does not include any provisions for smoke control.
126. The GMP excludes an Area of Refuge system.
127. The GMP excludes smoke control panels/wiring.

**28B - ELECTRONIC SAFETY AND SECURITY (SECURITY AND ACCESS CONTROL)**

128. The GMP assumes all equipment to be reused is in working order. Replacement and/or repair of existing equipment to be reused is excluded from the GMP.
129. The GMP assumes the owner will provide static IP addresses and network connections at the security panel locations.
130. The GMP includes an allowance for the Security and Access Control systems. Final systems design to be coordinated. Please refer back to table of allowances.

**32C – EXTERIOR IMPROVEMENTS**

131. The GMP includes an allowance for landscaping scope at window well location. Please refer back to table of Allowances.

**ALLOWANCES**

| Description                                | Amount    |
|--------------------------------------------|-----------|
| ICRA Clean Duct Control                    | \$2,000   |
| ICRA Plumbing Demo                         | \$1,500   |
| ICRA Demolition                            | \$1,000   |
| ICRA Construction                          | \$2,500   |
| Inspect Grease Trap                        | \$750     |
| Roof Patching                              | \$2,824   |
| Spray Applied Fire Proofing Patching       | \$4,235   |
| Penetration Firestopping                   | \$5,647   |
| Floor Leveling and Prep                    | \$10,000  |
| Elevator Closet 076 Electrical Re-Work     | \$4,600   |
| Mechanical Commissioning                   | \$24,000  |
| Landscaping at Window Well Location        | \$5,000   |
| Existing Conditions Drywall Repair         | \$10,000  |
| Existing Conditions Fire Caulking          | \$5,000   |
| Security and Access Control Systems        | \$100,000 |
| Sidewalk Work and New Entry to Parking Lot | 35,220    |

## Exhibit R

### **Self-Performed Work Proposal**

Work items which may be self-performed by Turner:

- Site logistics
- Site and building cleaning
- ICRA
- Erosion control
- Project-specific signage
- Rough carpentry
- Dust control
- Temporary protection
- On-site safety control
- Doors/Frames/Hardware installation
- Concrete
- Selective demolition
- Millwork installation
- Joint sealants
- Selective drywall/patch and repair
- Selective ACT/patch and repair

EXHIBIT S



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
10/29/2019

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

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

|                                                                                                                                         |                                                                                                                      |               |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>Turner Surety and Insurance Brokerage, Inc.<br>Mack-Cali Centre II<br>650 From Road - Suite 295<br>Paramus, NJ 07652 | <b>CONTACT NAME:</b> TSIB                                                                                            |               |
|                                                                                                                                         | <b>PHONE (A/C, No, Ext):</b> 201-267-7500 <b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> Cascertrequest@tsibinc.com |               |
| <b>INSURED</b><br>Turner Corporation<br>Turner Construction Company<br>3 Paragon Drive<br>Montvale, NJ 07645                            | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                 | <b>NAIC #</b> |
|                                                                                                                                         | INSURER A :Liberty Mutual Fire Insurance Company                                                                     | 23035         |
|                                                                                                                                         | INSURER B :Liberty Insurance Corporation                                                                             | 42404         |
|                                                                                                                                         | INSURER C :ACE Property and Casualty Insurance Company                                                               | 20699         |
|                                                                                                                                         | INSURER D :                                                                                                          |               |
|                                                                                                                                         | INSURER E :                                                                                                          |               |
|                                                                                                                                         | INSURER F :                                                                                                          |               |

**COVERAGES**      **CERTIFICATE NUMBER:QB2JKSMN**      **REVISION NUMBER:**

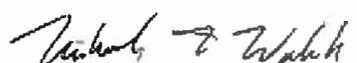
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         | X        | TB2-625-092815-049: Ea. Occ, Dam to Rent Prem, Pers & Adv Inj: \$4.75mm.<br>TL2-625-092815-089: Ea. Occ, Pers & Adv Inj, Dam to Prem: \$1.75mm.<br>Total Aggs at right | 11/01/2019              | 11/01/2020              | EACH OCCURRENCE \$ 5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 10,000,000<br>PRODUCTS - COMP/OP AGG \$ 12,500,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                             | X         | X        | AS2-625-092815-019                                                                                                                                                     | 11/01/2019              | 11/01/2020              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                     |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$                                                                                                                    | X         | X        | G28175851 004                                                                                                                                                          | 11/01/2019              | 11/01/2020              | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                      |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                             | Y/N       | N/A      | WC7-625-092815-039<br>Employers Liab./Stop-Gap<br>OH, ND, WA, WV, WY                                                                                                   | 11/01/2019              | 11/01/2020              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000<br>\$<br>\$<br>\$                          |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 LOCATION: CCD - BEHAVIORAL HEALTH SOLUTIONS CENTER, 2929 W 10TH STREET, DENVER, COLORADO 80204  
 ADDITIONAL INSURED: CITY AND COUNTY OF DENVER, ITS ELECTED OFFICIALS, EMPLOYEES AND VOLUNTEERS

30 DAY NOTICE OF CANCELLATION  
 WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT  
 PROJECT TERM: 11/01/2019 - 06/01/2020

Turner Job #: 190938

|                                                                                                                                                   |                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>CITY AND COUNTY OF DENVER,<br>DEPARTMENT OF PUBLIC WORKS<br>201 WEST COLFAX AVENUE, DEPT 611<br>DENVER, CO 80202 | <b>CANCELLATION</b><br><br>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<br><br>                                                                    |