

**REQUEST FOR PROPOSALS**

**FOR**

**CONSTRUCTION MANAGEMENT/  
GENERAL CONTRACTING  
SERVICES**

**FOR**

**THE DENVER JUSTICE CENTER  
COURTHOUSE BUILDING**

**Project Number: PF50005\_300**  
**Contract Control Number: CE\_65007**

**Date of Issuance: May 8, 2006**

**CITY AND COUNTY OF DENVER**

Request for Proposal for  
Construction Manager / General Contractor Professional Services for  
The Denver Justice Center Courthouse Project  
Project Identification Number: PF50005\_300  
Contract Control Number: CE\_65007

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## **Section 1 – Introduction**

### **A. General:**

The Department of Public Works for the City and County of Denver is seeking Construction Manager / General Contractor (CM/GC) services for the Denver Justice Center Courthouse Project (the “Project”). This Request for Proposal (the “RFP”) is the second phase of the previously issued Request for Qualifications (the “RFQ”) and has only been issued to those previously short-listed from the RFQ.

### **B. Project Description:**

The Denver Justice Center Courthouse Building (the “Project”) is a high priority for the City and County of Denver. The Project is planned to house the County and District criminal courts and District Juvenile courts. The new building is programmed with thirty-five (35) courtrooms and will provide space for related users including District Attorney, City Attorney, Clerks of the Courts, Public Defender, Probation Offices, Jury Assembly, Jury Commissioner, and temporary inmate holding for both adults and juveniles. In addition there will be parking for thirty-seven (37) judges and magistrates below grade. The Project shall include a secured underground tunnel connecting the Courthouse Building to the new Detention Facility.

The Project will include landscaping, pedestrian circulation and new streetscape on all four sides of the building. It will be constructed on the West block of the campus between West 14th Avenue and West Colfax Avenue and between Fox and Elati streets. This site is currently occupied by the United States Postal Service (“USPS”), an auto mechanic shop, a vacant restaurant and open surface parking lots.

Construction of the Courthouse is constrained by the relocation/evacuation of the United States Postal Service into the planned Post Office Building. The Post Office Building will be constructed no later than July 1, 2007 on the north portion of the block bound by West 14<sup>th</sup> Avenue and West 13<sup>th</sup> Avenue and Delaware and Elati streets. The Courthouse Project is scheduled for occupancy by the end of 2009.

## **Section 2 – Selection Process**

### **A. Selection Committee:**

The City will appoint a selection committee to evaluate the written response to the RFP and to interview respondents. The selection committee will be composed of the Project architect of record, industry experts and representatives from: Public Works, the Mayor’s Office and City Council. Additional members to the selection committee from inside or outside the City may be added at the discretion of the Manager of Public Works.

### **B. Pre-Submittal Meeting:**

A pre-submittal briefing will be held on May 18, 2006 at 2:00 PM, at the Wellington E. Webb Municipal Building, 201 W. Colfax Avenue, Room Number 5.F.5., Denver, CO 80202.

### **C. Written Response:**

It is necessary to respond to each submittal requirement as they are identified in Section 3. Responses provided during the interview will impact the evaluation of the written responses.

### **D. Interview Requirements:**

As the selection panel is experienced in contracting and construction matters the interview will be technically focused. Therefore it is not necessary for business development or marketing staff to participate in the presentation and interview. The project manager and project superintendent must

lead the CM/GC presentation and interview. The presentation will be approximately one (1) hour in length and the interview is expected to last approximately thirty (30) minutes.

**E. Selection Schedule:**

RFQ Available.....	March 13, 2006
Deadline for Submitting Questions .....	1:00 pm MST, March 24, 2006
Response to Questions .....	5:00 pm MST, March 31, 2006
Responses to RFQ due .....	1:00 pm MST, April 10, 2006
Issue RFP and Invite to Interview .....	May 8, 2006
Pre-Submittal Meeting .....	2:00 pm MST, May 18, 2006
Deadline for Submittal Questions .....	1:00 pm MST, May 22, 2006
Response to Questions .....	5:00 pm MST, May 29, 2006
Response to RFP due.....	1:00 pm MST, June 9, 2006
Interviews .....	June 22, 2006
Notify Selected Firm .....	June 23, 2006
Contract Negotiation .....	anticipated July 14, 2006
Notice to Proceed .....	anticipated August 21, 2006

**Section 3 – Submittal Requirements:**

**A. Technical Requirements for the Printed Submission:**

The printed response to the RFP is not intended to duplicate information that has already been submitted in the RFQ, however, some of the information requested may already have been provided as part of the RFQ submission. The City requests that proposing firms resubmit any information responsive to this RFP in order to provide a complete package. The printed response is also not intended to be an elaborate or expensive exercise; it should be concise and well composed for simplicity and ease of understanding.

Proposers shall submit twelve (12) copies of their completed statement of qualifications in hard copy and a CD containing an electronic copy.

All Proposers must be limited to the following prescribed information and be submitted in an 8 1/2” x 11” format with no smaller than 12 point font. It is the discretion of each firm as to which submittal requirements are addressed.

**B. Evaluation Criteria:**

In accordance with DRMC 20-56, CM/GC firms or teams seeking consideration for the Project will be evaluated on the following criteria: their written response to the submittal requirements and information provided during the interview.

**C. General Submittal Requirements:**

Please include the following information in the submittal response to this RFP and please note that to the extent the City requests confidential business information, such information should be provided in accordance with Section 7.A of this RFP:

**1. Cover Letter**

**2. Staffing Plan and Team Organization Chart:**

- a. List the proposed team of personnel, including any SBE, who would work on this Project and describe their respective roles, responsibilities and the number of hours per week they will dedicate to the Project throughout the preconstruction and construction phases.
- b. Provide an organizational chart illustrating the proposed structure for this project and show involved home office staff as well as field staff. Clearly indicate staff members from other firms or from any formal association or joint venture of the Proposer.

- c. Identify the proposed Project Executive, Project Manager, Superintendent, Project Engineers, Estimator, Schedulers, Safety Officer and others who will be participating in the preconstruction and construction services phases of the Project. Indicate the assignment, role or area of responsibility for each individual. Include the following:
  1. Current Resumes and job description. State the qualifications for providing the appropriate preconstruction and construction services for this type and size of project for each team member.
  2. List of projects completed by the individuals together with the names of the owner and design team.
  3. Brief narrative of key qualifications that make each individual suitable for this project.
  4. Other projects each individual is concurrently scheduled for participation as a member of another project team throughout the preconstruction and construction duration of this project.

**3. Preconstruction and Construction Management Approach:**

Provide a narrative of your firm's management approach and philosophy to the pre-construction and construction services phases of this Project. Please discuss the following items:

a. Preconstruction:

1. Design reviews: how they are accomplished and who generates the comments.
2. Value Engineering approach and one applicable example demonstrating how your firm was able to reduce costs while maintaining the integrity of the project design.
3. Quality assurance and design document management.
4. Cost estimating approach and reconciliation.
5. Advisement on building materials, equipment and systems.
6. Recommendations on constructability of details and systems.
7. Strategies to minimize adverse affects of labor and materials shortages.
8. Analysis of time requirements for procurement.
9. Recommendations on phasing and fast-tracking strategies.
10. Identify this Project's special constraints and a method for working around these constraints. E.g. staging, continuing operations and site limitations.
11. Maintaining design integrity.
12. What level of personnel commitment to scheduling does your firm provide during construction? Be specific, indicating the number of hours dedicated per week to this project. Indicate whether these will be provided on-site, in the home office, or a combination of both.
13. Approach to giving guidance to design team on selection of basic materials and systems such as structure, facades, and site utilities. Give example on structural systems options and preferences regarding cost, performance, constructability, and other aspects you consider important.
14. Approach to resolving cost, schedule, and design quality issues.
15. Approach to bid package strategies.
16. Approach to promote an effective, constructive, decision-making process.
17. Describe how you plan to reach a GMP.

b. Construction:

1. Scheduling and execution plan.
  - a. What level of personnel commitment to scheduling does your firm provide during construction? Be specific, indicating the number of hours dedicated per week to this project. Indicate whether these services will be provided on-site, in the home office, or a combination of both.
2. Identify the philosophy and approach to the selection of subcontractors, please note that the City does not condone bid shopping.

3. Recommendations on pre-ordering long lead items.
  4. Phasing plans.
  5. Safety plan.
  6. Construction traffic management plan.
  7. Reporting.
  8. Records.
  9. Discuss the procedure for update/maintenance of field changes to facilitate production of project record drawings.
  10. Commissioning and turnover of equipment and systems.
  11. Approach to project savings and contingency and how those funds can be returned to the client.
  12. Provide a brief narrative or example of how your firm accumulates costs against a GMP and how an audit trail might be established for owner use.
  13. List any construction cost estimating software used, indicating how long your firm has used this software.
  14. Provide a brief narrative as to how your firm is able to determine reasonable unit prices for unusual building materials, systems, and forms.
  15. Describe your approach and provide one applicable example of value engineering demonstrating how your firm was able to reduce costs while maintaining the integrity of the project design.
  16. Describe how your firm would propose a "bid" for self performed work and how this would remain competitive.
  17. Describe the methods used by your firm to minimize conflicts in the construction documents and to reduce change orders.
  18. This project will require that the contractor provide competitive bids for subcontracted work. Describe how your firm would maintain a competitive environment and yet pre-qualify certain trades.
  19. Describe the steps that your firm uses to assure quality control during the construction phase of a project.
- c. Project Schedule:
1. Provide a preliminary Project schedule, based upon a Notice to Proceed being issued for the Construction Contract with a maximum construction period of 30 months, plus the first six months for Hazardous Material Abatement (two months) and Demolition (four months), beginning October 1, 2006. Assume the pre-construction services NTP is issued no later than August 21, 2006. Each firm shall evaluate the project constraints and propose a phasing plan that will allow for the completion of the Project within this given time period.
  2. The project schedule is very aggressive. CM/GC should indicate potential bid package strategies identifying scopes and timing to meet established schedule.
  3. The selected Proposer will be required to use "Primavera 3.1" software, on CD-R, for all scheduling aspects of the Project. Discuss the involvement of the project Superintendent in the formulation of the initial Project schedule and how he plays a role in maintaining and updating the schedule during construction.

**4. Past Performance and Experience:**

- a. Identify projects similar in size and scope to the Project; for each project listed the Proposer shall provide the following information:
  1. The type of project, price or budget range, name and location.

2. The names, addresses and phone numbers of at least two owner representatives familiar with the Proposer's performance on the budget (may include owners, project managers, architects or engineers).
3. The original bid/proposal price and the final contract price; if the project is on-going, the projected final price shall be provided.
4. The original date for schedule completion and actual completion date; if the project is on-going, the projected final completion date shall be provided.
5. Indicate any level of LEED certification achieved.

**5. SBE Commitment:**

Proposers are encouraged to involve small and disadvantaged business in every phase of the Project. The absence of goals at this stage does not imply in any way that the City is not resolute in their support of developing businesses. The spirit of the SBE ordinance is to facilitate the growth of small business firms by involving them in **meaningful** work on City funded projects. A successful program relies on large firms providing **meaningful** work which allows smaller firms to learn from their experiences and grow their business. The successful Proposer will have a demonstrated commitment to the spirit and intent of the Small Business Enterprise program.

The City will require compliance with the requirements of Article VII, Division I of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) and the Small Business Enterprise Program's Rules and Regulations adopted by the Director of the Mayor's Office of Contract Compliance (DSBO) (the "SBE Program"), during the entire Project. Please refer to Section 8 "SBE Program Requirements" of this RFP for detailed information.

For the purpose of compliance with the SBE Program Requirements, the City has elected to separate the Project into discrete phases: (1) the pre-construction services phase and (2) the construction services phase. With respect to pre-construction services, the goals committee has elected to assign a zero percentage participation goal.

The goals committee has deferred the setting of a goal for the construction services phase of the Project until performance of pre-construction services are underway. There will be a SBE goal, and potentially a goal from any other program the City establishes. The goals will be identified prior to the negotiation of the GMP contract. And compliance with the goals must be established at the time the contract is signed. As a consequence, Proposers will not be required to submit participation commitments or demonstrate a good faith effort with respect to pre-construction services or construction services at the time proposals are submitted in accordance with the requirements of this RFP.

Instead of formal compliance submissions, Proposers shall provide information which demonstrates the Proposers commitment to complying with the SBE Program Requirements. In order for a meaningful assessment of that commitment to occur, Proposers shall provide the following information:

1. The SBE participation goal for pre-construction services is 0%. A compliance plan is not required at this time.
2. How has your firm involved small and disadvantaged businesses in your private sector work?
3. Does your firm plan to involve small businesses in the pre-construction phase? If so, how?

**6. Fee Proposal:**

- a. Provide a fee proposal for Pre-construction Services, Construction Services and General Conditions on the attached Fee Proposal Form identified as Exhibit C.

#### **D. Safety:**

Describe in detail the comprehensive safety program your company proposes to implement on the Project.

- a. Identify key staff and staffing levels for the program including the education and the credential of all safety personnel.
- b. Identify any safety training or incident avoidance programs used by your company for management and craft personnel, including OSHA 10 and OSHA 40-hour courses, substance abuse programs, etc.
- c. Provide a copy of any written health and safety plan used by your company.
- d. Describe how the program is incorporated into your Project organization and overall staffing plan.
- e. Describe the CM/GC mechanisms for ensuring and monitoring participation and/or compliance with the safety program by subcontractors.
- f. Provide by year, the number of OSHA violations, received by you or your subcontractors on Projects where your firm was the general contractor during the past five (5) years.
- g. Provide the Proposer's Workers Compensation Experience Modification Rating for the past three (3) years, beginning with the most recent year available:  
Year 1: [e.g. 2005: 1.0]  
Year 2: [e.g. 2004: 1.1]  
Year 3:
- h. Provide the Proposer's Recordable Incidence Rate (RIR) for the past three (3) years:  
Year 1:  
Year 2:  
Year 3:  
 $*RIR\ Rate = \text{Number of Injuries} \times 200,000 \div \text{Total Hours Worked}$
- i. How the CM/GC will ensure that each of its construction subcontractors has satisfied each of the CM/GC proposed initiatives relating to safety.

#### **Section 4 – Description of Services:**

##### **A. Pre-Construction Services:**

- Review all design documents and feasibility recommendations
- Develop bid packages/sub-contracting strategy
- Site use recommendations
- Constructability and completeness review and recommendations
- Building material selection recommendations/availability
- Building systems recommendations
- Building equipment recommendations (fixed/moveable)
- Project master scheduling
- Life cycle costing analysis
- Formal and informal value engineering
- Energy use analysis and LEED certification recommendations
- Preliminary total cost feasibility review
- Trade labor availability review
- Review governing agency/jurisdictional overlap
- Material equipment availability and long lead items
- Review of A/E 100% Schematic Design phase estimate and reconciliation
- Independent Design Development phase (50% and 100%) estimates and reconciliation
- Prepare a Guaranteed Maximum Price cost proposal and reconciliation
- Independent Construction Documents phase (50% and 100%) estimates and reconciliation
- Subcontractor work scoping

- Separate bid package estimates
- Cash flow projections
- Phase funding modeling
- Trade contractor estimates
- Develop subcontractor interest
- Set pre-qualification criteria
- Recommend contractor selection/award methods
- Develop self perform work plan
- Prepare bidding schedules and instructions
- Copy and distribute bid packages
- Conduct pre-bid conference and issue plans
- Receive bids
- Analyze bids
- Recommend award
- Verify unit costs
- Conduct pre-award conference
- Prepare and award subcontracts

**B. Construction Services:**

- Corporate Executives (as required)
- Principal-In-Charge (as required)
- Project Executive (as required)
- Legal-basic services (as required)
- Accounting (as required)
- Purchasing (as required)
- Safety Officer (as required)
- EEO Officer (as required)
- Secretarial and Clerk-Typist (as required)
- Labor burden (benefits, taxes, vacations, bonuses, etc.) for above
- Profit

**C. General Conditions:**

- Project Manager (Mandatory Full Time, on-site)
- Project Superintendent (Mandatory Full Time, on-site)
- Assistant Project Superintendent (on-site)
- Mechanical/Electrical Coordinator (Mandatory Full Time, on-site)
- Office Engineer (as required)
- Drawing Checker (as required)
- Time Keeper/Checker (as required)
- Scheduling Engineer (as required)
- Cost Engineer (as required)
- Clerk-Typist (as required)
- Safety Manager (as required)
- Flagman/traffic control (as required)
- Site security (as required)
- On-site Safety Officer
- Data processing (on-site)
- Field Inspector (as required)

- Inspectors' office (as required)
- Inspectors' transportation (as required)
- Inspectors' equipment (as required)
- Staff travel cost
- Staff transportation
- Project staff moving expenses
- Project staff subsistence costs
- Project staff bonuses
- Set-up cost accounting/forms
- Set-up reporting methods/forms
- Set-up payment procedures/forms
- Set-up change order procedures
- Continual project cost monitoring
- Originate RFI's after screening
- Change order estimates
- Verify correctness of quantities and prices of change orders
- Detailed project schedule and monthly updating
- Coordinate owner-supplied fixed equipment
- Safety programs, updating, monitoring and reporting
- All temporary facilities
- All common use equipment and services
- Safety equipment first aid supplies
- Handrails and toe boards
- Opening protection
- Fire extinguishers
- Office or trailer rental, services and maintenance
- A/E and Program Manager temporary office trailer, services and maintenance
- Drinking water and supplies
- Temporary stairs
- Project signs
- Bulletin boards
- Construction fencing
- Barricades and covered walkways (as required)
- Safety nets (as required)
- Temporary toilets
- Temporary telephone installation and expense (including local A/E)
- Temporary power service installation and usage
- Temporary water and heating
- Permanent power service installation and usage prior to Substantial Completion
- Heating energy charges
- Temporary wiring
- Light bulbs
- Daily clean-up
- Weekly trash-removal
- Final clean-up
- Dump permits and fees
- Debris hauling/removal
- Fuels for initial tank filling
- Temporary roads
- Roadway maintenance

- Dust controls
  - Temporary erosion control
  - Temporary water/sewer expense and water expenses – site grading & compaction
  - Two-way radio equipment (as required)
  - Trash chute and hoppers (as required)
  - Automobile and fuel (as required)
  - Pick-up truck and fuel (as required)
  - Tires and maintenance cost (as required)
  - Temporary office heating (as required)
  - Postage and express costs
  - As-built documents
  - Reference materials
  - On-site fax and copier
  - Project photographs
  - On-site staff training/certifications
  - Prepare operation/maintenance manuals
  - Parking lot rentals and shuttle expenses (as required)
  - Field office staff parking fees
  - Sign permits
  - Builders risk insurance
  - General liability, including automobile
  - Product liability
  - Excess liability coverage
  - Workers compensation (field office staff)
  - FICA insurance (field office staff)
  - Federal unemployment (field office staff)
  - State unemployment (field office staff)
  - Construction manager's payment bond
  - Construction manager's performance bond
  - Moving coordination/FFE Assist.
  - Weather Protection
  - Protection of work-in-place including heat and humidity controls
- The selected Proposer will be required to use Prolog® (ProjectTalk®) for tracking (at a minimum) RFI's, Submittals, Change Order Logs, Daily Reports, Site Observations, Punchlists and any other utility component of the software deemed mutually beneficial for contract administration and reporting. The City/Program Manager will provide one (1) licensed software program, for a single user at no cost to the selected Proposer. The selected Proposer will need to purchase additional licenses as needed to perform the scope of services required.
  - The selected Proposer will be required to use "Primavera 3.1" software, on CD-R, for all scheduling aspects of the Project.

### **Section 5 – Authority and Administration**

#### **A. RFP Authority:**

In accordance with the City Charter, the City's Manager of Public Works is charged with the management and control of public improvement projects. By approval of the 2005 Justice Center Bond Issue, the Manager is authorized to select and engage such design consultants as may be required to complete the Project. It is the City's expectation that this RFP and selection process will

result in the selection of a firm or team to be retained in a professional capacity for the development and execution of the anticipated professional services described above.

This RFP solicitation is issued by the Manager of Public Works or his designee pursuant to the authority vested in the Manager by the Charter of the City and County of Denver. As its best interests may appear, the Manager of Public Works reserves the right to terminate, modify or suspend the process or any contract negotiations entered into pursuant hereto, reject any or all submittals, modify the terms and conditions of this selection process and/or waive informalities in any submission.

**B. RFP Administration:**

The Manager hereby designates the City Engineer as the Manager's designated representative for the purposes of administering all aspects of this selection process. The City Engineer will be responsible for coordination of the procedures and rules specified in this RFP, managing this process and all other matters related to this process. In conducting the process in a fair and equitable manner, the City Engineer will serve as the primary intermediary between the project management professionals, the City, and the members of the Selection Committee. All inquiries and questions regarding this RFP shall be directed to James Mejia of the Mayor's Office in writing via email at james.mejia@ci.denver.co.us on behalf of the City Engineer. Mr. Mejia has been designated by the Mayor to act as the Mayor's representative for this Project. Any Proposer that contacts any member of the Selection Committee other than the designated contact from the date of issuance of the RFP and prior to the completion of the selection process may be disqualified from further participation in the selection process, at the Manager's sole discretion.

**Section 6 – General Information:**

**A. Disclosure of Information:**

All submissions and other materials provided or produced pursuant to this RFP may be subject to the Colorado Open Records Law, C.R.S. 24-72-201, et seq. As such, proposers are urged to review these disclosure requirements and any exceptions to disclosure of information furnished by another party and, prior to submission to the City, appropriately identify materials that are not subject to disclosure. In the event of a request to the City for disclosure of such information, the City shall advise the Proposer of such request to give the Proposer an opportunity to object to the disclosure of designated confidential materials furnished to the City. 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 each Proposer agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. Each Proposer 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 proposer's intervention to protect and assert its claims of privilege against disclosure under the Open Records Law 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.

**B. Payment of Prevailing Wages:**

The Proposer must comply with all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto.

**C. Applicable Laws:**

This selection process and the performance of any selected Proposer shall be subject to, governed by and construed in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, Rules, Regulations, written policies and Executive Orders of the City and County of Denver, as the same may be amended from time to time. Specifically, this process shall be governed by the provisions of the Charter and the provisions Section 20-56, D.R.M.C.

**D. Insurance:**

As it relates specifically to the construction of this Project, the City has evaluated several insurance options including an owner controlled insurance program. At this point, no decisions have been made and no construction insurance policies have been bound. **In response to this RFP, Proposers must commit to meeting the minimum insurance requirements set forth in the sample contract.** (Exhibit B, which will be issued under a separate cover as an addendum.) Proposers may offer alternative insurance programs for the City to evaluate. At the time of contract negotiations with the successful CM/GC, the City may elect to re-evaluate the implementation of alternative insurance programs.

**E. Rules and Regulations Regarding Equal Employment Opportunity:**

The Rules and Regulations Regarding Equal Employment Opportunity have been 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, gender, gender variance, 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. The Rules and Regulations are attached to this RFP as Exhibit A.

**F. Addenda:**

As its best interests may require, the City may issue addenda to this RFP. Such addenda shall be posted on the *Contractor's Bulletin Board, located on the second floor of the Wellington E. Webb Municipal Office Building, 201 West Colfax Avenue, Denver, Colorado, 80202*, and shall be made available to all persons having picked up copies of this RFP and the accompanying documents. The Proposer shall be conclusively presumed to have read and shall further be responsible for the contents of all addenda, posted decisions, and other information relevant to the proposal posted by the City on the Contractor's Bulletin Board.

**G. Misrepresentation of Information:**

By submitting a proposal, each Proposer understands, represents, and acknowledges that all information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Evaluation Committee in reviewing the Proposal and awarding the contract. Any misrepresentation of a material fact or omission of material fact by the entity submitting the proposal shall be treated as fraudulent concealment of the true facts relating to the submission of the proposal. If the misrepresentation and/or omission of material fact is discovered during the review of the proposal, the proposal will be automatically disqualified. Discovery of the misrepresentation and/or omission of material fact after contract award constitutes grounds for defaulting the contractor. Nothing in this paragraph waives other potential legal rights and remedies available to the City for misrepresentation and/or omission of material facts.

**H. Verification of Information:**

Proposing firms are hereby notified that the City will rely on the accuracy and completeness of all information provided in making its selection. As such, proposing firms are urged to carefully review all information provided to ensure the clarity, accuracy and completeness of such information. As the City deems necessary and appropriate in its sole discretion, the City reserves the right to make any inquiries or other follow up required to verify the information provided.

**Section 7 – Negotiation of the Construction Services Contract:**

- A. The City is in the process of preparing a sample contract, Exhibit B, which will be issued under a separate cover as an addendum for your reference in responding to this RFP.

**Section 8 – SBE Requirements:**

The spirit of the SBE ordinance is to facilitate the growth of small firms by involving them in meaningful work on City funded projects. A successful program relies on large firms providing meaningful work which allows smaller firms to learn from their experiences and grow their business.

- A. Construction services contracts made and entered into by the City and County of Denver are subject to Article VII, Division I of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) and the Small Business Enterprise (SBE) Program's Rules and Regulations adopted by the Director of the Division of Small Business Opportunity (DSOB). Any Contract executed by a Proposer selected under this process will be subject to the requirements of the City's SBE Program. The goal for SBE participation established for the pre-construction phase of this Project is **0%**. A goal for the construction services portion of the Project will be established prior to the City entering into a GMP construction contract with the selected Proposer for the Project. Proposers are urged to anticipate the SBE requirements during all phases of the selection process in order to facilitate SBE participation throughout the project. A directory of companies certified by the City as SBEs may be obtained from DSBO, or by review of the agency website at [www.denver.org/DSBO](http://www.denver.org/DSBO), and DSBO representatives are available to respond to any questions at 720-913-1700.
- B. The Contract will include specific requirements and enforcement mechanisms for complying with the SBE Program during the construction of the Project. Working in conjunction with DSBO, the proposer will be required to prepare and submit to DSBO an SBE Compliance Plan (the "Plan"), as part of any final scope of work and fee proposal during post-selection Contract negotiations. The Plan will propose a process by which the selected Proposer agrees to meet the project goal or undertake an acceptable good faith effort as part of the Project buy-out. At a minimum, the Proposer will develop work packages that include economically feasible work units formulated to facilitate SBE participation. The Plan will provide a proposed process, including a goal and good faith process, for meeting the overall Program goal on all work packages. The Plan will address both bid package work and all other work performed by subcontractors outside of any bid package. Upon acceptance by DSBO, the Plan requirements and commitments shall be incorporated into the Contract and compliance with the Plan shall be a specific obligation of the proposer under the Contract with the City. Specific enforcement mechanisms and contractual remedies for non-compliance with the accepted Plan shall also be incorporated into the Plan.

**CITY AND COUNTY OF DENVER**

Request for Proposal for  
Construction Manager / General Contractor Professional Services for  
The Denver Justice Center Courthouse Project  
Project Identification Number: PF50005\_300  
Contract Control Number: CE\_65007

**EXHIBIT A – RULES and REGULATIONS REGARDING EQUAL  
EMPLOYMENT OPPORTUNITY**

**RULES AND REGULATIONS  
REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

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

***RULE I - DEFINITIONS***

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

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

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

### **RULE III - HEARING**

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

### **REGULATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**REGULATION NO. 10 - CLAUSES:**

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

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

All amendments to the appendices shall be included by reference.

**REGULATION NO. 11 - SHOW CAUSE NOTICES:**

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

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

1. APPENDIX E: The Bid Conditions - Affirmative Action Requirements - Equal Employment Opportunity as amended and published by the U.S. Department of Labor Employment Standards

Administration, Office of Federal Contract Compliance, shall be inserted verbatim for bidding specification for every non-exempt contract involving the use of Federal funds.

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

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
«Division»

**APPENDIX A**

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

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

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

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

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

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

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
«Division»

**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

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

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

**1. GOALS AND TIMETABLES:**

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

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

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

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

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

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

**2. SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

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

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

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

**3. NON - DISCRIMINATION:**

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

**4. COMPLIANCE AND ENFORCEMENT:**

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

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

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

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

**CITY AND COUNTY OF DENVER**

Request for Proposal for  
Construction Manager / General Contractor Professional Services for  
The Denver Justice Center Courthouse Project  
Project Identification Number: PF50005\_300  
Contract Control Number: CE\_65007

**EXHIBIT B – CM/GC AGREEMENT**

Sent under separate cover as an addendum.

**CITY AND COUNTY OF DENVER**

Request for Proposal for  
Construction Manager / General Contractor Professional Services for  
The Denver Justice Center Courthouse Project  
Project Identification Number: PF50005\_300  
Contract Control Number: CE\_65007

**EXHIBIT C – PROPOSAL FORM**

**CITY AND COUNTY OF DENVER**

Request for Proposal for  
Construction Management / General Contractor Professional Services for  
The Denver Justice Center Courthouse Project  
Project Identification Number: PF50005\_300  
Contract Control Number: CE\_65007

**EXHIBIT C – PROPOSAL FORM**

**1. Pre-Construction Services Fee.....\$\_\_\_\_\_**

**2. Construction Services Fee.....\$\_\_\_\_\_**

**3. General Conditions Fee.....\$\_\_\_\_\_**

**TOTAL FEE (1 + 2 +3): \$\_\_\_\_\_**

Acknowledge receipt of Addendum Nos. \_\_\_\_\_

Please provide as an attachment to substantiate the fee, a CM/GC staffing plan for the Pre-Construction and Construction phases, including positions, proposed candidates and labor hours per month by position estimated on the project.

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Title