

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Contract Documents

Contract Number: 202160104

**New Traffic Signals (NTS)-1 and
Mill Levy 12 – Traffic Signals Construction**

September 1, 2021



NOTICE TO APPARENT LOW BIDDER

STURGEON ELECTRIC COMPANY, INC.
12150 E. 112TH AVE.
HENDERSON, CO 80640

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **October 14, 2021**, for work to be done and materials to be furnished in and for:

CONTRACT - 202160104 - New Traffic Signals (NTS)-1 and Mill Levy 12 – Traffic Signals Construction

as set forth in detail in the Contract Documents for the City and County of Denver, Colorado. It appears that your Bid is fair, equitable, and to the best interest of the City and County; therefore, said Bid is hereby accepted at the bid price contained herein, subject to the approval and execution of the Contract Documents by the City in accordance with the Charter of the City and County of Denver, and to your furnishing the items specified below. The award is based on the total bid items: **bid item numbers Schedule A (201-00000 through 700-70589 [86 bid items] plus Schedule B (202-00019 through 630-80380 [78 bid items]) for a total of One-Hundred Sixty-Four [164] base bid items** the total estimated cost thereof being: **Two Million Nine Hundred Thirty Five Thousand Six Hundred Fifty Dollars and One Cent (\$2,935,650.01)**.

In accordance with the requirements set forth in the Contract Documents, you are required to furnish the following documents:

- a. Insurance Certificates: Commercial General Liability, Business Automobile and Workers' Compensation, Builder's Risk or Installation Floater and Contractor's Pollution Liability; and
- b. Payment and Performance Bond along with One original Power of Attorney relative to Performance and/or Payment Bond.

All construction contracts made and entered into by the City and County of Denver are subject to Affirmative Action and Equal Opportunity Rules and Regulations, as adopted by the Manager of the Department of Transportation and Infrastructure, and each contract requiring payment by the City of one-half million dollars (\$500,000.00) or more shall first be approved by the City Council acting by ordinance or resolution and in accordance with Section 3.2.6 of the Charter of the City and County of Denver.

The Bid Security submitted with your Bid will be returned upon execution of the Contract and furnishing of the Performance Bond. In the event you should fail to furnish the Performance Bond or execute the contract within the time limit specified, said Bid Security will be retained by the City and County of Denver as liquidated damages, and not as a penalty for the delay and extra work caused thereby.

City and County of Denver Department of Transportation & Infrastructure
Office of the Executive Director
201 W. Colfax Avenue, Dept. 608 | Denver, CO 80202
www.denvergov.org/doti
Phone: 720-865-8630



NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202160104

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Dated at Denver, Colorado this 3rd day of November 2021.

CITY AND COUNTY OF DENVER

By: 
Executive Director
Department of Transportation and Infrastructure

cc: Treasury, DSBO, PM, Prevailing Wage, PRO, File

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Bid Form Package

Contract Number: 202160104

**New Traffic Signals (NTS)-1 and
Mill Levy 12 – Traffic Signals Construction**

September 1, 2021

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

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This Checklist is provided solely for the assistance of the bidders, and need not be returned by Bidders with your BID FORM PACKAGE.

BIDDER'S CHECKLIST

These forms comprise the Bid Form and Submittal Package. Please note that a copy of the executed bid bond is to be submitted via QuestCDN at the time of bid opening, and that the **original bid bond must be mailed and received within 7 calendar days** after the bid due date.

Bidders must utilize the Bid Worksheet in the online bidding section of QuestCDN to submit their bid item pricing. The totals from the worksheet are required on page BF-7 of the Submittal Package.

FORM/ PAGE NO.	COMMENTS	COMPLETE
BF-4 – BF-5	a.) Legal name, address, Acknowledgment signature and attestation (if required)	<input checked="" type="checkbox"/>
BF-6+	a.) Complete all blanks b.) Legal name required	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-7	a.) Write out bid total or bid totals in words and figures in the blank form space(s) provided. b.) Calculate Textura® Construction Payment Management System Fee from chart on pg. BF-3 and include fee in the Base Bid space provided.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-8	a.) List all subcontractors who are performing work on this project.	<input checked="" type="checkbox"/>
BF-9 – BF-10	a.) Fully complete Form 1A - List of Proposed Subcontractors, Subconsultants, and/or Suppliers ('Base Bid Total' from BF-7 = 'Total Contract Value')	<input checked="" type="checkbox"/>
BF-11	a.) Complete all blanks b.) If Addenda have been issued, complete bottom section.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-12	a.) Complete appropriate sections - signature(s) required. b.) If corporation, then corporate seal required.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-13	a.) Fully complete Commitment to Participation	<input checked="" type="checkbox"/>
BF-14	a.) Fully complete Letter(s) of Intent	<input checked="" type="checkbox"/>
BF-15	a.) Fill in all Bid Bond blanks b.) Signatures required c.) Corporate Seal if required d.) Dated e.) Attach Surety Agents Power of Attorney or Certified or cashier's check made out to the Manager of Revenue referencing Bidder's Company and Contract Number.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-16 - BF-19	a.) Each bidder, as a condition of responsiveness to this solicitation, shall <u>complete and return</u> the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their Bid.	<input checked="" type="checkbox"/>

Textura® Construction Payment Management System (“Textura”)

Bidder recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (“Textura”) for this Project to request payment from the City and to pay all first tier subcontractors and suppliers and further record payment to all certified subcontractors or suppliers that are listed for participation towards any assigned program goal. All fees associated with Textura are to be paid by the bidder for billings for work performed. Bidders are required, when preparing a bid, to enter the price of Textura on the line provided for the service on the Bid Worksheet. The fee is all inclusive of all subcontractor, project and subscription fees associated with Textura. The bidder will calculate the fee based on their Base Bid Total (including Force Accounts and Allowances but not including any alternates, if applicable) and the table below, and then include it on the line item provided in the bid form labeled “Textura® Fee”. This expense becomes part of the contract and billable to the City. All costs including, but not limited to, costs associated with training, entering data, and/or utilizing Textura other than the Textura Construction Payment Management System Fee are overhead and shall not be reimbursed by the City. Bidder will be responsible for any tax on the Textura fee. As with other taxes, the City will not reimburse bidder for this cost and therefore this cost should be included in bidder’s bid. Textura will invoice the awarded bidder directly.

Project Value	Project Fee (GC + Sub Usage)
\$100,000 – 249,999.99	\$780
\$250,000 - \$499,999.99	\$1,625
\$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
\$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

For more information:

<http://www.denvergov.org/content/denvergov/en/contract-administration/bidding-process.html>

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

BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

CONTRACT NO. 202160104

NEW TRAFFIC SIGNALS (NTS)-1 AND MILL LEVY 12 – TRAFFIC SIGNALS CONSTRUCTION

BIDDER: Sturgeon Electric Company, Inc.
(Legal Name per Colorado Secretary of State)

ADDRESS: 12150 E 112th Ave
Henderson, CO 80640

CONTACT PERSON FOR ALL MATTERS RELATING TO THIS DOCUMENT

NAME: Chris Cervera **TITLE:** Senior Estimator

EMAIL: ccervera@myrgroup.com **PHONE NUMBER:** (303) 286-8000

AUTHORIZED ELECTRONIC SIGNATORY

NAME: 
Jim Bushnell, Vice President, Transportation

EMAIL: jbushnell@myrgroup.com

The undersigned bidder states that the undersigned bidder has received and had an opportunity to fully and thoroughly examine a complete set of the Contract Documents for **Contract No. 202160104 – New Traffic Signals (NTS)-1 and Mill Levy 12 – Traffic Signals Construction**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated September 1, 2021.

The undersigned bidder acknowledges that a complete and final set of the Contract Documents for the referenced Project, the components of which are identified below, are bound and maintained as the record set of Contract Documents by the Contract Administration Division of the Department of Transportation and Infrastructure and that this Record Set is available for examination by the undersigned bidder.

The undersigned bidder, having thoroughly examined each of the components identified below and contained in Contract Documents, HEREBY SUBMITS THIS BID FORM AND SUBMITTAL PACKAGE, fully understanding that the Contract Documents, as defined in Paragraph 1 of the contract, including this executed Bid Form and Submittal Package, constitute all of the terms, conditions and requirements upon which this submission is based and further understanding that, by submission of this Bid Form and Submittal Package, the City shall rely on the representations and commitments of the undersigned bidder contained herein.

The following completed documents comprising this Bid Form and Submittal Package will be included with and, by this reference, are expressly incorporated into the Contract Documents specified at Paragraph 1 of the Contract:

Bid Form and Submittal Package Acknowledgment Form
Bid Form
List of Proposed Minority/Women Owned Business Enterprise(s)
Commitment to Minority/Women Owned Business Enterprise Participation
Minority/Women Owned Business Enterprise(s) of Intent
Letter of Intent
Bid Bond
Certificate of Insurance

The following designated documents constitute that portion of the Contract Documents made available by the Notice of Invitation for Bids, but not included in the Bid Form and Submittal Package:

Notice of Invitation for Bids
Instructions to Bidders
Addenda (as applicable)
Equal Employment Opportunity Provisions (Appendix A and Appendix F)
Contract Form
General Contract Conditions
Special Contract Conditions
Performance and Payment Bond
Notice to Apparent Low Bidder
Notice to Proceed
Contractor's Certification of Payment Form
Final/Partial Release and Certificate of Payment
Certificate of Contract Receipt
Change Orders (as applicable)
Federal Requirements (as applicable)
Prevailing Wage Rate Schedule(s)
Technical Specifications
Contract Drawings
Accepted Shop Drawings

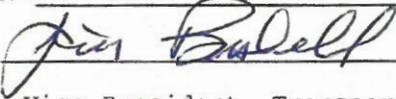
The undersigned bidder expressly assumes responsibility for the complete contents of these designated documents as bound together with the Bid Form and Submittal Package submitted herewith and designated the Contract Documents.

IN WITNESS WHEREOF, the undersigned bidder has signed personally or by duly authorized officer or agent and duly attested.

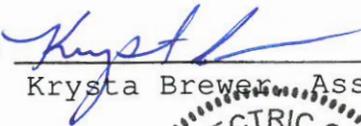
BIDDER: Sturgeon Electric Company, Inc.

ATTEST:

Name: Jim Bushnell

By: 

Title: Vice President, Transportation

By: 

Krysta Brewer, Assistant Secretary



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

BID FORM

CONTRACT NO. 202160104

NEW TRAFFIC SIGNALS (NTS)-1 AND MILL LEVY 12 – TRAFFIC SIGNALS CONSTRUCTION

BIDDER: Sturgeon Electric Company, Inc.

(Legal Name per Colorado Secretary of State)

TO: The Manager of the Department of Transportation and Infrastructure
City and County of Denver
c/o Contract Administration
201 West Colfax, Dept. 614
Denver, Colorado 80202

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on **September 1, 2021**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 202160104 - New Traffic Signals (NTS)-1 and Mill Levy 12 – Traffic Signals Construction**, in Denver, Colorado, in full accordance with and conformity to the Plans, Technical Specifications, and Contract Documents hereto attached or by reference made a part hereof, at and for the following price(s) set forth on this Bid Form.

The following documents, which taken as a whole constitute the Contract Documents for this Project, and which are incorporated herein, by reference, were made available to the Bidder as provided in the Advertisement of Notice of Invitation for Bids, were received by the bidder, and form the basis for this bid:

Advertisement of Notice of Invitation for Bids
Instructions to Bidders
Commitment to MWBE Participation
Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C.
Bid Bond
Addenda (as applicable)
Equal Employment Opportunity Provisions (Appendix A and Appendix F)
Bid Form
Contract Form
General Contract Conditions
Special Contract Conditions
Performance and Payment Bond
Notice to Apparent Low Bidder
Notice to Proceed
Contractor's Certification of Payment Form
Final/Partial Release and Certificate of Payment
Certificate of Contract Receipt
Change Orders (as applicable)
Federal Requirements (as applicable)
Prevailing Wage Rate Schedule(s)
Technical Specifications
Contract Drawing
Accepted Shop Drawings
Certificate of Insurance

New Traffic Signals (NTS)-1 and Mill Levy 12 - Traffic Signals Construction (Ebid#8001820)

Contract No. 202160104

365 Days

Sturgeon Electric Company, Inc.; Liberty Mutual Insurance Company

Bid Item	Item Description	Units	Quantity	Unit Price	Total Cost	Unit Price	Total Cost
SCHEDULE A							
201-00000	CLEARING AND GRUBBING	LS	1	\$2,500.00	\$2,500.00	\$5,100.00	\$5,100.00
202	REMOVAL OF SPRINKLER HEAD	EA	40	\$50.00	\$2,000.00	\$50.00	\$2,000.00
202	REMOVAL OF SPRINKLER CONDUIT	LF	420	\$10.00	\$4,200.00	\$10.00	\$4,200.00
202-00010	REMOVAL OF TREE	EA	1	\$1,000.00	\$1,000.00	\$2,180.00	\$2,180.00
202-00011	TREE TRIMMING	EA	15	\$400.00	\$6,000.00	\$260.00	\$3,900.00
202-00019	REMOVAL OF INLET	EA	2	\$3,000.00	\$6,000.00	\$1,675.00	\$3,350.00
202-00035	REMOVAL OF PIPE	LF	9	\$200.00	\$1,800.00	\$115.00	\$1,035.00
202-00195	REMOVAL OF MEDIAN COVER	SY	76	\$60.00	\$4,560.00	\$39.00	\$2,964.00
202-00200	REMOVAL OF SIDEWALK	SY	135	\$35.00	\$4,725.00	\$37.00	\$4,995.00
202-00201	REMOVAL OF CURB	LF	382	\$10.00	\$3,820.00	\$13.00	\$4,966.00
202-00203	REMOVAL OF CURB AND GUTTER	LF	240	\$20.00	\$4,800.00	\$14.00	\$3,360.00
202-00206	REMOVAL OF CONCRETE CURB RAMP	SY	65	\$40.00	\$2,600.00	\$39.00	\$2,535.00
202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	299	\$40.00	\$11,960.00	\$42.00	\$12,558.00
202-00220	REMOVAL OF ASPHALT MAT	SY	241	\$50.00	\$12,050.00	\$39.00	\$9,399.00
202-00810	REMOVAL OF GROUND SIGN	EA	6	\$115.00	\$690.00	\$200.00	\$1,200.00
203-01597	POTHOLING	EA	48	\$275.00	\$13,200.00	\$355.00	\$17,040.00
208-00002	EROSION LOG (12 INCH)	LF	50	\$5.00	\$250.00	\$17.00	\$850.00
208-00035	AGGREGATE BAG	LF	28	\$60.00	\$1,680.00	\$16.00	\$448.00
208-00051	STORM DRAIN INLET PROTECTION (TYPE 1)	LF	48	\$20.00	\$960.00	\$26.00	\$1,248.00
208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HR	24	\$55.00	\$1,320.00	\$75.00	\$1,800.00
208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	HR	24	\$110.00	\$2,640.00	\$125.00	\$3,000.00
208-00106	SWEEPING (SEDIMENT REMOVAL)	HR	16	\$150.00	\$2,400.00	\$275.00	\$4,400.00
208-00205	EROSION CONTROL SUPERVISOR	HR	24	\$90.00	\$2,160.00	\$105.00	\$2,520.00
210-04010	ADJUST MANHOLE	EA	1	\$1,000.00	\$1,000.00	\$1,775.00	\$1,775.00
212-00100	TREE RETENTION AND PROTECTION	EA	6	\$1,200.00	\$7,200.00	\$660.00	\$3,960.00
213-00067	ROCK MULCH (WEED FREE)	SF	100	\$5.00	\$500.00	\$23.00	\$2,300.00
403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	47	\$300.00	\$14,100.00	\$220.00	\$10,340.00
403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	265	\$300.00	\$79,500.00	\$215.00	\$56,975.00
403-34841	HOT MIX ASPHALT (GRADING SX) (100) (PG 64-22)	TON	69	\$350.00	\$24,150.00	\$140.00	\$9,660.00
411-10255	EMULSIFIED ASPHALT (SLOW-SETTING)	GAL	63	\$10.00	\$630.00	\$10.00	\$630.00
412-00800	CONCRETE PAVEMENT (8 INCH)	SY	207	\$85.00	\$17,595.00	\$100.00	\$20,700.00
503-00036	DRILLED CAISSON (36 INCH)	LF	52	\$500.00	\$26,000.00	\$500.00	\$26,000.00
503-00042	DRILLED CAISSON (42 INCH)	LF	17	\$600.00	\$10,200.00	\$565.00	\$9,605.00
503-00048	DRILLED CAISSON (48 INCH)	LF	21	\$650.00	\$13,650.00	\$655.00	\$13,755.00
514-00042	PEDESTRIAN RAILING (42 INCH)	LF	25	\$750.00	\$18,750.00	\$145.00	\$3,625.00
604	INLET TYPE 14 (5 FOOT)	EA	1	\$10,000.00	\$10,000.00	\$10,600.00	\$10,600.00
604	INLET TYPE 16 (5 FOOT)	EA	1	\$12,500.00	\$12,500.00	\$15,850.00	\$15,850.00
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	150	\$85.00	\$12,750.00	\$85.00	\$12,750.00
608-00010	CONCRETE CURB RAMP	SY	135	\$225.00	\$30,375.00	\$150.00	\$20,250.00
609	INTERSECTION VALLEY GUTTER (10 FOOT)	LF	32	\$45.00	\$1,440.00	\$100.00	\$3,200.00
609-20010	CURB TYPE 2 (SECTION B)	LF	310	\$45.00	\$13,950.00	\$39.00	\$12,090.00
609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	228	\$45.00	\$10,260.00	\$42.00	\$9,576.00
610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	SF	601	\$20.00	\$12,020.00	\$24.00	\$14,424.00
610-00030	MEDIAN COVER MATERIAL (CONCRETE)	SF	373	\$20.00	\$7,460.00	\$22.00	\$8,206.00
613	ELECTRIC METER PEDESTAL CABINET AND BASE	EA	2	\$3,200.00	\$6,400.00	\$6,365.00	\$12,730.00
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	LF	2610	\$25.00	\$65,250.00	\$27.00	\$70,470.00
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	45	\$20.00	\$900.00	\$27.00	\$1,215.00
613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	85	\$22.00	\$1,870.00	\$27.00	\$2,295.00
613-07000	PULL BOX (SPECIAL)	EA	7	\$1,200.00	\$8,400.00	\$2,140.00	\$14,980.00
613-10000	WIRING	LS	1	\$20,000.00	\$20,000.00	\$17,335.00	\$17,335.00
614	TRAFFIC SIGNAL CONTROLLER AND CABINET	EA	2	\$22,000.00	\$44,000.00	\$26,265.00	\$52,530.00
614	EMERGENCY VEHICLE TRAFFIC SIGNAL PRIORITY CONTROL	EA	1	\$7,600.00	\$7,600.00	\$9,495.00	\$9,495.00
614	ETHERNET MANAGED SWITCH	EA	2	\$4,500.00	\$9,000.00	\$4,870.00	\$9,740.00
614	INTERSECTION DETECTION SYSTEM (FLIR) (CAMERA)	EA	4	\$8,500.00	\$34,000.00	\$8,830.00	\$35,320.00
614-00000	LUMINAIRE (LED)	EA	6	\$600.00	\$3,600.00	\$875.00	\$5,250.00
614-00011	SIGN PANEL (CLASS I)	SF	50	\$34.00	\$1,700.00	\$40.00	\$2,000.00
614-00012	SIGN PANEL (CLASS II)	SF	67	\$38.00	\$2,546.00	\$52.00	\$3,484.00
614-00216	STEEL SIGN POST (2x2 INCH TUBING)	LF	72	\$20.00	\$1,440.00	\$20.00	\$1,440.00
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EA	10	\$600.00	\$6,000.00	\$715.00	\$7,150.00
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EA	23	\$900.00	\$20,700.00	\$1,140.00	\$26,220.00
614-72860	PEDESTRIAN PUSH BUTTON	EA	10	\$250.00	\$2,500.00	\$385.00	\$3,850.00
614-72863	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	EA	1	\$1,000.00	\$1,000.00	\$1,150.00	\$1,150.00
614-80001	FLASHING BEACON (SOLAR POWERED)	EA	2	\$5,000.00	\$10,000.00	\$3,785.00	\$7,570.00
614-81000	TRAFFIC SIGNAL-LIGHT POLE STEEL	EA	1	\$15,000.00	\$15,000.00	\$5,265.00	\$5,265.00
614-81130	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-30 FOOT MAST ARM)	EA	2	\$17,000.00	\$34,000.00	\$17,865.00	\$35,730.00
614-81135	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-35 FOOT MAST ARM)	EA	1	\$17,500.00	\$17,500.00	\$18,355.00	\$18,355.00
614-81145	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-45 FOOT MAST ARM)	EA	1	\$20,000.00	\$20,000.00	\$22,210.00	\$22,210.00
614-81150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-50 FOOT MAST ARM)	EA	1	\$20,500.00	\$20,500.00	\$23,100.00	\$23,100.00
614-86105	TELEMETRY (FIELD)	EA	2	\$4,500.00	\$9,000.00	\$5,750.00	\$11,500.00
614-86800	UNINTERRUPTED POWER SUPPLY	EA	2	\$7,000.00	\$14,000.00	\$6,095.00	\$12,190.00
614-87333	CLOSED CIRCUIT TELEVISION CAMERA (TRAFFIC SURVEILLANCE)	EA	2	\$5,000.00	\$10,000.00	\$5,535.00	\$11,070.00
623	HUNTER MP 1000 SPRINKLER HEAD	EA	11	\$150.00	\$1,650.00	\$120.00	\$1,320.00
623	HUNTER MP 2000 SPRINKLER HEAD	EA	20	\$150.00	\$3,000.00	\$120.00	\$2,400.00
623	1 1/2" SPRINKLER CONDUIT	LF	305	\$25.00	\$7,625.00	\$18.00	\$5,490.00
625-00000	CONSTRUCTION SURVEYING	LS	1	\$14,000.00	\$14,000.00	\$8,675.00	\$8,675.00
626-00000	MOBILIZATION	LS	1	\$100,000.00	\$100,000.00	\$47,000.00	\$47,000.00
627-00005	EPOXY PAVEMENT MARKINGS	GAL	4	\$450.00	\$1,800.00	\$1,595.00	\$6,380.00
627-00070	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS	SF	57	\$18.00	\$1,026.00	\$30.00	\$1,710.00
627-30405	PREFORMED THERMOPLASTIC PAVEMENT MARKING (W/WHITE)	SF	64	\$18.00	\$1,152.00	\$21.00	\$1,344.00
627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (W/BLACK)	SF	1200	\$12.00	\$14,400.00	\$13.00	\$15,600.00
629-01001	SURVEY MONUMENT TYPE 1	EA	3	\$800.00	\$2,400.00	\$680.00	\$2,040.00
630-00001	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$100,000.00	\$100,000.00	\$117,600.00	\$117,600.00
630-00003	UNIFORMED TRAFFIC CONTROL	HR	32	\$120.00	\$3,840.00	\$135.00	\$4,320.00
Total of Schedule A bid items					\$1,055,144.00		\$998,842.00
Schedule A - Fixed Price Section							
700-70310	AW LANDSCAPING	A/A	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
700-70380	AW EROSION CONTROL	A/A	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
700-70589	AW ENVIRONMENTAL HEALTH AND SAFETY MANAGEMENT	A/A	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Total Amount (Schedule A - 202-00195 through 700-70589 (Seventy-six (76)) total bid items)					\$1,089,144.00		\$1,032,842.00

SCHEDULE B								
202-00019	REMOVAL OF INLET	EA	1	\$2,500.00	\$2,500.00	\$2,375.00	\$2,375.00	
202-00035	REMOVAL OF PIPE	LF	5	\$50.00	\$250.00	\$165.00	\$825.00	
202-00190	REMOVAL OF CONCRETE MEDIAN COVER MATERIAL	SY	123	\$40.00	\$4,920.00	\$39.00	\$4,797.00	
202-00200	REMOVAL OF SIDEWALK	SY	359	\$40.00	\$14,360.00	\$37.00	\$13,283.00	
202-00203	REMOVAL OF CURB AND GUTTER	LF	896	\$20.00	\$17,920.00	\$15.00	\$13,440.00	
202-00206	REMOVAL OF CONCRETE CURB RAMP	SY	271	\$45.00	\$12,195.00	\$39.00	\$10,569.00	
202-00220	REMOVAL OF ASPHALT MAT	SY	326	\$35.00	\$11,410.00	\$34.00	\$11,084.00	
202-00250	REMOVAL OF PAVEMENT MARKING	SF	2948	\$5.00	\$14,740.00	\$3.00	\$8,844.00	
202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	LS	1	\$20,000.00	\$20,000.00	\$21,100.00	\$21,100.00	
202-00810	REMOVAL OF GROUND SIGN	EA	1	\$750.00	\$750.00	\$200.00	\$200.00	
202-04000	PLUG STRUCTURE	EA	1	\$5,000.00	\$5,000.00	\$3,250.00	\$3,250.00	
202-04002	CLEAN CULVERT	EA	1	\$1,500.00	\$1,500.00	\$1,465.00	\$1,465.00	
203-01597	POTHOLING	HR	100	\$300.00	\$30,000.00	\$355.00	\$35,500.00	
203-01620	SWEEPING	HR	100	\$145.00	\$14,500.00	\$275.00	\$27,500.00	
208-00035	AGGREGATE BAG	LF	160	\$25.00	\$4,000.00	\$21.00	\$3,360.00	
208-00045	CONCRETE WASHOUT STRUCTURE	EA	5	\$1,000.00	\$5,000.00	\$1,250.00	\$6,250.00	
208-00051	STORM DRAIN INLET PROTECTION (TYPE I)	LF	8	\$125.00	\$1,000.00	\$26.00	\$208.00	
208-00052	STORM DRAIN INLET PROTECTION (TYPE II)	LF	26	\$200.00	\$5,200.00	\$31.00	\$806.00	
208-00207	EROSION CONTROL MANAGEMENT	DAY	210	\$65.00	\$13,650.00	\$340.00	\$71,400.00	
210-00810	RESET GROUND SIGN	EA	1	\$200.00	\$200.00	\$385.00	\$385.00	
210-00750	RESET LIGHT STANDARD	EA	2	\$1,500.00	\$3,000.00	\$2,190.00	\$4,380.00	
210-04020	MODIFY INLET	EA	1	\$5,000.00	\$5,000.00	\$10,600.00	\$10,600.00	
210-04050	ADJUST VALVE BOX	EA	1	\$100.00	\$100.00	\$1,360.00	\$1,360.00	
212-00050	SOD	SF	3248	\$5.00	\$16,240.00	\$6.00	\$19,488.00	
212-00100	TREE RETENTION AND PROTECTION	LS	1	\$5,000.00	\$5,000.00	\$9,190.00	\$9,190.00	
213-00500	TREE GRATE	EA	1	\$3,000.00	\$3,000.00	\$3,725.00	\$3,725.00	
304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	58	\$40.00	\$2,320.00	\$46.00	\$2,668.00	
403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	77	\$200.00	\$15,400.00	\$215.00	\$16,555.00	
503	HYDROVAC CAISSON (36 INCH)	LF	78	\$900.00	\$70,200.00	\$500.00	\$39,000.00	
503-00036	DRILLED CAISSON (36 INCH)	LF	182	\$600.00	\$109,200.00	\$500.00	\$91,000.00	
603-01185	18 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PL)	LF	7	\$150.00	\$1,050.00	\$185.00	\$1,295.00	
604-16005	INLET TYPE 16 (5FOOT)	EA	1	\$9,000.00	\$9,000.00	\$15,850.00	\$15,850.00	
604-30005	MANHOLE SLAB BASE (5 FOOT)	EA	1	\$15,000.00	\$15,000.00	\$9,550.00	\$9,550.00	
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	453	\$75.00	\$33,975.00	\$73.00	\$33,069.00	
608-00010	CONCRETE CURB RAMP	SY	233	\$125.00	\$29,125.00	\$145.00	\$33,785.00	
609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	916	\$40.00	\$36,640.00	\$41.00	\$37,556.00	
610-00026	MEDIAN COVER MATERIAL (6 INCH PATTERNED CONCRET)	SF	562	\$50.00	\$28,100.00	\$24.00	\$13,488.00	
610-00030	MEDIAN COVER MATERIAL (CONCRETE)	SF	851	\$50.00	\$42,550.00	\$22.00	\$18,722.00	
613	PULLBOX MARKED "TRAFFIC" ON LID - TYPE B	EA	15	\$1,000.00	\$15,000.00	\$1,010.00	\$15,150.00	
613	PULLBOX MARKED "ELECTRIC" ON LID - TYPE A	EA	20	\$800.00	\$16,000.00	\$950.00	\$19,000.00	
613	PULLBOX MARKED "TRAFFIC COMM" ON LID - TYPE C	EA	5	\$1,200.00	\$6,000.00	\$2,140.00	\$10,700.00	
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	LF	1905	\$25.00	\$47,625.00	\$22.00	\$41,910.00	
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	LF	1960	\$31.00	\$60,760.00	\$22.00	\$43,120.00	
613-13000	LUMINARIE (LED)	EA	10	\$1,200.00	\$12,000.00	\$880.00	\$8,800.00	
613-80130	SERVICE METER CABINET	EA	5	\$6,000.00	\$30,000.00	\$6,365.00	\$31,825.00	
614	TRAFFIC SIGNAL FACE (12-12-12) WITH BACKPLATE	EA	20	\$700.00	\$14,000.00	\$1,165.00	\$23,300.00	
614	SIGNAL CABINET, CONTROLLER AND ASSOCIATED EQUIPM	EA	5	\$34,000.00	\$170,000.00	\$26,265.00	\$131,325.00	
614	VIDEO DETECTION CAMERA	EA	12	\$7,500.00	\$90,000.00	\$8,830.00	\$105,960.00	
614	PEDESTRAIN PUSH BUTTON POLE	EA	16	\$1,000.00	\$16,000.00	\$1,150.00	\$18,400.00	
614	SIGN PANEL	EA	22	\$200.00	\$4,400.00	\$315.00	\$6,930.00	
614	STEEL SIGN POST (2x2 INCH TUBING)	LF	13	\$300.00	\$3,900.00	\$32.00	\$416.00	
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EA	40	\$500.00	\$20,000.00	\$715.00	\$28,600.00	
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EA	40	\$700.00	\$28,000.00	\$1,005.00	\$40,200.00	
614-72860	PEDESTRIAN PUSH BUTTON	EA	40	\$550.00	\$22,000.00	\$385.00	\$15,400.00	
614-72866	EMERGENCY VEHICLE TRAFFIC SIGNAL PRIORITY CONTRO	EA	5	\$8,000.00	\$40,000.00	\$9,495.00	\$47,475.00	
614-81301	TRAFFIC SIGNAL-LIGHT POLE STEEL(1-20 FOOT MAST ARM	EA	6	\$1,000.00	\$6,000.00	\$2,650.00	\$15,900.01	
614-81301	TRAFFIC SIGNAL-LIGHT POLE STEEL(1-25 FOOT MAST ARM	EA	8	\$1,200.00	\$9,600.00	\$2,650.00	\$21,200.00	
614-81301	TRAFFIC SIGNAL-LIGHT POLE STEEL(1-30 FOOT MAST ARM	EA	5	\$1,400.00	\$7,000.00	\$2,650.00	\$13,250.00	
614-81301	TRAFFIC SIGNAL-LIGHT POLE STEEL(1-35 FOOT MAST ARM	EA	1	\$1,600.00	\$1,600.00	\$2,650.00	\$2,650.00	
614-84000	TRAFFIC SIGNAL PEDESTAL POLE STEEL	EA	4	\$1,300.00	\$5,200.00	\$2,965.00	\$11,860.00	
614-86800	UNINTERRUPTED POWER SUPPLY	EA	5	\$8,250.00	\$41,250.00	\$6,090.00	\$30,450.00	
614-87702	ETHERNET RADIO (PAIR)	EA	5	\$1,022.00	\$5,110.00	\$4,875.00	\$24,375.00	
614-87320	CCTV	EA	5	\$4,800.00	\$24,000.00	\$5,535.00	\$27,675.00	
625-00000	CONSTRUCTION SURVEYING	LS	1	\$25,000.00	\$25,000.00	\$31,575.00	\$31,575.00	
626-00000	MOBILIZATION	LS	1	\$63,070.00	\$63,070.00	\$103,000.00	\$103,000.00	
627-30405	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WC	SF	40	\$12.00	\$480.00	\$18.00	\$720.00	
627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XW	SF	2768	\$12.00	\$33,216.00	\$13.00	\$35,984.00	
630-00000	FLAGGING	HR	2100	\$25.00	\$52,500.00	\$30.00	\$63,000.00	
630-00007	TRAFFIC CONTROL INSPECTION	DAY	42	\$90.00	\$3,780.00	\$53.00	\$2,226.00	
630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	210	\$400.00	\$84,000.00	\$1,235.00	\$259,350.00	
630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY)	EA	40	\$110.00	\$4,400.00	\$53.00	\$2,120.00	
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EA	50	\$100.00	\$5,000.00	\$53.00	\$2,650.00	
630-80343	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE C)	EA	20	\$100.00	\$2,000.00	\$100.00	\$2,000.00	
630-80355	PORTABLE MESSAGE SIGN PANEL	EA	10	\$700.00	\$7,000.00	\$3,675.00	\$36,750.00	
630-80358	ADVANCE WARNING FLASHING OR SEQUENCING ARROW	EA	10	\$1,200.00	\$12,000.00	\$1,050.00	\$10,500.00	
630-80360	DRUM CHANNELIZING DEVICE	EA	250	\$20.00	\$5,000.00	\$16.00	\$4,000.00	
630-80363	DRUM CHANNELIZING DEVICE (WITH LIGHT - FLASHING)	EA	20	\$30.00	\$600.00	\$27.00	\$540.00	
630-80380	TRAFFIC CONE	EA	500	\$13.00	\$6,500.00	\$11.00	\$5,500.00	
Total Amount (Schedule B - 202-00000 through A/W 03 (Sixty-eight [68]) total bid items)					\$1,603,986.00		\$1,893,708.01	
Engineers Estimate of Base Bid Total:					\$2,693,130.00			
						BID ITEMS TOTAL AMOUNT	\$2,926,550.01	
						TEXTURA FEE	\$9,100.00	
						TOTAL BID AMOUNT	\$2,935,650.01	

Enter totals from QuestCDN Bid Worksheet below:

Schedule A (201-00000 through 700-70589 [86 bid items] Bid Item Subtotal \$ 998,842.00 *\$1,032,842.00

Schedule B (202-00019 through 630-80380 [78 bid items]) Bid Item Subtotal \$ 2,173,458.00 *\$1,893,708.01

Schedule A plus Schedule B Base Bid Items Total Amount [164 total bid items] \$ 3,172,300.00 *\$2,926,550.01

Textura® Fee from table on Page BF-3 (based on Bid Items Total Amount) \$ 9,100.00

***Base Bid Items Total Amount plus Textura® Fee equals Total Bid Amount (Write out Amount Below)** \$ 3,181,400.00 *2,935,650.01

***Base Bid Items Total Amount + Textura Fee Total:**

~~Three Million One Hundred Eighty One Thousand Four Hundred Dollars and Zero Cents~~

Two Million Nine Hundred Thirty Five Thousand Six Hundred Fifty Dollars and One Cent

Dollars (\$~~3,181,400.00~~ \$2,935,650.01)

If the Manager mails a written Notice of Apparent Low Bidder, addressed to the Bidder's business address stated on this Bid Form, the Undersigned Bidder shall, in accordance with the Contract Documents, be ready to, and shall, within five (5) days after the date of the Notice: (i) execute the attached form of Contract in conformity with this bid; (ii) furnish the required proofs of insurance; and (iii) furnish the required bond or bonds in the sum of the full amount of this bid, executed by a surety company acceptable to the Manager.

The Liberty Mutual Surety Company, a corporation of the State of Mass., is hereby offered as Surety on said bond. If such surety is not approved by the Manager, another and satisfactory surety company shall be furnished.

Enclosed with this bid is a bid guarantee, as defined in the attached Instructions to Bidders, in the amount of 5%. The Undersigned Bidder agrees that the entire amount of this bid guarantee is to be paid to and become the property of the City as liquidated damages, and not as a penalty, if: (i) the bid is considered to be the best by the City; (ii) the City notifies the Undersigned Bidder that it is the Apparent Low Bidder; and (iii) the Undersigned Bidder fails to execute the Contract in the form prescribed or to furnish the required bond and proofs of insurance, within five (5) days after the date of such notification.

The following persons, firms or corporations are interested with the Undersigned Bidder in this bid:

Name: N/A Name: _____

Address: _____ Address: _____

If there are no such persons, firms, or corporations, please so state in the following space:

The Undersigned Bidder proposes to subcontract the following Work in accordance with General Contract Conditions, Title 5, SUBCONTRACTS, and represents that, to the greatest degree practical, all subcontractors known at the time of bid submittal have been identified.

Item of Work	Percent (%) of Total; Work	Proposed Subcontractor and Address
<u>Concrete/ Asphalt</u>	<u>12%</u>	<u>Chato's Concrete LLC 8326 Quivas Way Denver, CO 80221</u>
<u>Boring</u>	<u>2.5%</u>	<u>Drilltech Directional Boring 7080 York St Denver, CO 80229</u>
<u>Traffic Control</u>	<u>14.2%</u>	<u>Zenitram Traffic Service, Inc. 4284 Meadowlark Rd Fort Lupton, CO 80621</u>
<u>Striping</u>	<u>2.5%</u>	<u>American Striping Company 6829 S Dawson Cir Centennial, CO 80112</u>

(Copy this page if additional room is required.)



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
1A - LIST OF PROPOSED SUBCONTRACTORS, SUBCONSULTANTS,
AND/OR SUPPLIERS**

City & County of Denver Contract No.: 202160104

The undersigned proposes to utilize all listed firms. Any certified firm listed must be certified by the City and County of Denver and a **Letter of Intent (LOI)** submitted for each. If additional pages are required, please copy and attach the second page. This form must be updated and submitted to DSBO when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

Contractor/Consultant		
Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:		
Signature:	Date:	
Address:		
City:	State:	Zip:
Phone:	Email:	
Total Contract Value \$:	Self-Performing Contract Value \$:	

Subcontractors, Subconsultants, and/or Suppliers		
Name of Firm: Chato's Concrete LLC	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Marlene Andrade		
Phone: 720-252-7959	Email: Marlene@chatosconcrete.com	
Type of Service: Concrete/ Asphalt	Contract Value \$: 121,014.00	
Anticipated Start Date: NTP	Anticipated Completion Date: 365 Calendar days	

Name of Firm: Zenitram Traffic Service, Inc.	<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Una Martinez		
Phone: 720-490-5434	Email: Uzen@skybeam.com	
Type of Service: Traffic Control	Contract Value \$: 450,000.00	
Anticipated Start Date: NTP	Anticipated Completion Date: 365 Calendar days	

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:		
Phone:	Email:	
Type of Service:	Contract Value \$:	
Anticipated Start Date:	Anticipated Completion Date:	

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Email:
Type of Service:	Contract Value \$:
Anticipated Start Date:	Anticipated Completion Date:

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Email:
Type of Service:	Contract Value \$:
Anticipated Start Date:	Anticipated Completion Date:

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Email:
Type of Service:	Contract Value \$:
Anticipated Start Date:	Anticipated Completion Date:

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Email:
Type of Service:	Contract Value \$:
Anticipated Start Date:	Anticipated Completion Date:

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Email:
Type of Service:	Contract Value \$:
Anticipated Start Date:	Anticipated Completion Date:

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Email:
Type of Service:	Contract Value \$:
Anticipated Start Date:	Anticipated Completion Date:

The undersigned Bidder acknowledges the right of the City to reject any or all bids submitted, to waive informalities in bids and to re-advertise this Project for bids.

The undersigned certifies that it has carefully checked all works and figures and all statements made in these Bid Forms.

This bid is submitted upon the declaration that neither, I (we), nor, to the best of my (our) knowledge, none of the members of my (our) firm or company have either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

Business Address of Bidder: 12150 East 112th Ave

City, State, Zip Code: Henderson, CO 80640

Telephone Number of Bidder: 303-286-8000

Fax No. 303-286-1811

Social Security or Federal Employer ID Number of Bidder: 84-0681206

Name and location of the last work of this kind herein contemplated upon which the Bidder was engaged:

Mill Levy 14 & 23 City of Denver

For information relative thereto, please refer to:

Name: Jason Willis

Title: Project Manager

Address: 4250 Oneida St Denver, CO 80216

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda Number N/A Date _____

Addenda Number _____ Date _____

Addenda Number _____ Date _____

Dated this 14th day of October, 2021.

Signature of Bidder:

If an Individual: _____ doing business
as _____

If a Partnership: _____
by: _____ General Partner.

If a Corporation: Sturgeon Electric Company, Inc.

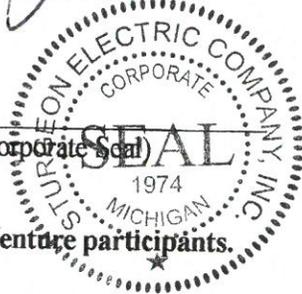
a Michigan _____ Corporation,

by: Jim Bushnell Vice President, Transportation

Attest:

Krysta Brewer

Assistant Secretary Krysta Brewer (Corporate Seal)



If a Joint Venture, signature of all Joint Venture participants.

Firm: _____

Corporation (), Partnership () or () Limited Liability Company

By: _____ (If a Corporation)

Title: _____ Attest:

Secretary (Corporate Seal)

Firm: _____

Corporation (), Partnership () or () Limited Liability Company

By: _____ (If a Corporation)

Title: _____ Attest:

Secretary (Corporate Seal)

Firm: _____

Corporation (), Partnership () or () Limited Liability Company

By: _____ (If a Corporation)

Title: _____ Attest:

Secretary (Corporate Seal)



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
COMMITMENT TO MWBE PARTICIPATION**

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation goal. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. (Please check the appropriate box):

COMPLETE IF YOU ARE A NON MWBE PRIME:

The City and County of Denver has specified a 18 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 18 % MWBE Participation on the contract.

COMPLETE IF YOU ARE A MWBE PRIME:

The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting _____% MWBE Participation on the contract.

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a _____% MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language.

Bidder/Proposer (Name of Firm): Sturgeon Electric Company, Inc.

Firm's Representative: Chris Cervera

Title: Senior Estimator

Signature (Firm's Representative):  Date: 10/14/2021

Address: 12150 E 112th Ave

City: <u>Henderson</u>	State: <u>CO</u>	Zip: <u>80640</u>
Phone: <u>303-591-0769</u>	Email: <u>ccervera@myrgroup.com</u>	

Revised 7/14/2020



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) LETTER OF INTENT (LOI)

Contract No.: 202160104

Project Name: NTS-1 & Mill Levy 12

A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent Must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Proposer (Name of Firm): Sturgeon Electric Company, Inc.		Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Firm's Representative: Chris Cervera	Title: Senior Estimator	
Signature (Firm's Representative):	Date: 10/14/2021	
Address: 12150 E 112th Ave		
City: Henderson	State: CO	Zip: 80640
Phone: 303-591-0769	Email: ccervera@myrgroup.com	

B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.

Name of Firm: Chato's Concrete LLC		<input checked="" type="checkbox"/> MWBE(v) <input checked="" type="checkbox"/> SBE(v) <input type="checkbox"/> EBE(v) <input checked="" type="checkbox"/> DBE(v)
Firm's Representative:	Title: Owner Partner	
Signature:	Date: 10.12.2021	
Address: 8326 Quivas Way		
City: Denver	State: CO	Zip: 80221
Phone: 720-252-7959	Email: marlene@chatosconcrete.com	
Scope of Work: Concrete/ Asphalt		

NAICS Code(s): 237310, 238990, 484220

The Bidder/Proposer intends to utilize the aforementioned MWBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor MWBE, SBE, EBE or DBE bid amount is:

\$ 121,014.00	3.8%	%
---------------	------	---

C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:

Name of Firm:	
Firm's Representative:	Title:
Signature:	Date:

*If the above-named Bidder/Proposer is not determined to be the successful Bidder/Proposer, this **Letter of Intent** shall be null and void.*



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) LETTER OF INTENT (LOI)

Contract No.: 202160104

Project Name: NTS-1 & Mill Levy 12

A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent Must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Proposer (Name of Firm): Sturgeon Electric Company, Inc.		Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Firm's Representative: Chris Cervera	Title: Senior Estimator	
Signature (Firm's Representative):		Date: 10/14/21
Address: 12150 E 112th Ave		
City: Henderson	State: CO	Zip: 80640
Phone: 303-591-0769	Email: ccervera@myrgroup.com	

B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.

Name of Firm: Zenitram Traffic Service, Inc		<input checked="" type="checkbox"/> MWBE(v) <input checked="" type="checkbox"/> SBE(v) <input checked="" type="checkbox"/> EBE(v) <input checked="" type="checkbox"/> DBE(v)
Firm's Representative:	Title: Owner	
Signature:		Date: 10-12-2021
Address: 4284 Meadowlark Rd		
City: Fort Lupton	State: CO	Zip: 80621
Phone: 720-490-5434	Email: uzen@skybeam.com	
Scope of Work: Traffic Control		

NAICS Code(s): 561990

The Bidder/Proposer intends to utilize the aforementioned MWBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor MWBE, SBE, EBE or DBE bid amount is:

\$ 450,000.00	14.2	%
---------------	------	---

C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:

Name of Firm:	
Firm's Representative:	Title:
Signature:	Date:

If the above-named Bidder/Proposer is not determined to be the successful Bidder/Proposer, this **Letter of Intent** shall be null and void.

DSBO Version 1 Last Revised: June 5, 2020

CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Sturgeon Electric Company, Inc., as Principal, and Liberty Mutual Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Massachusetts, and authorized to do business within the State of Colorado, as Surety, are held and firmly bound unto the City and County of Denver, Colorado, as Obligees, in full and just sum of five percent of the accompanying bid amount Dollars, (\$ -----5%-----), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said Principal is herewith submitting its bid, dated October 14, 2021, for the construction of: **Contract No. 202160104 - New Traffic Signals (NTS)-1 and Mill Levy 12 - Traffic Signals Construction**, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado, and said Obligees has required as a condition for receiving said bid that the Principal deposit specified bid security in the amount of not less than five percent (5%) of the amount of said bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract, for such construction and furnish required Performance and Payment Bond if the contract is offered him that said sum be paid immediately to the Obligees as liquidated damages, and not as a penalty, for the Principal's failure to perform.

The condition of this obligation is such that if the aforesaid Principal shall, within the period specified therefore, on the prescribed form presented to him for signature, enter into a written contract with the Obligees in accordance with his bid as accepted and give Performance and Payment Bond with good and sufficient surety or sureties, upon the form prescribed by the Obligees, for the faithful performance and the proper fulfillment of said Contract, or in the event of withdrawal of said bid within the time specified, or upon the payment to the Obligees of the sum determined upon herein, as liquidated damages and not as penalty, in the event the Principal fails to enter into said contract and give such Performance and Payment Bond within the time specified, then this Obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered this 14th day of October, 2021.

ATTEST

Secretary



Sturgeon Electric Company, Inc.

Principal

By:

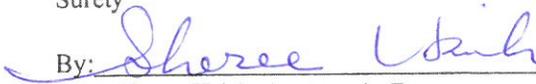

Krysta Brewer

Title: Asst. Secretary

Liberty Mutual Insurance Company

Surety

By:


Sheree Hsieh, Attorney-in-Fact

[SEAL]





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: 8204079-285136

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, Brenda Johnston, Cindy Stellhorn, Cynthia L. Jenkins, Edward L. Mounmighan, Ginger J. Krahn, Kimberly E. Kinkcad, Michael H. Bill, Michael J. Marsella, Michael M. Bill, Rebecca A. Virt, Sheree Hsieh, Elexis B. Richards, Robert Baumgartner

all of the city of Carmel state of IN 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 31st day of July, 2020.



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

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 31st day of July, 2020 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: Teresa Pastella
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 14th day of October, 2021



By: Renee C. Llewellyn

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.



Office of Economic Development
Division of Small Business Opportunity
201 W Colfax Ave, Dept 907
Denver, CO 80202
P: 720.913.1714
F: 720.913.1809
www.denvergov.org/oed

Diversity and Inclusiveness* in City Solicitations Information Request Form

Denver Executive Order No. 101 establishes strategies between the City and private industry to use diversity and inclusiveness to promote economic development in the City and County of Denver and to encourage more businesses to compete for City contracts and procurements. The Executive Order requires, among other things, the collection of certain information regarding the practices of the City's contractors and consultants toward diversity and inclusiveness and encourages/requires City agencies to include diversity and inclusiveness policies in selection criteria where legally permitted in solicitations for City services or goods.

Answer each question below. Missing or incomplete responses will be recorded as "no", "not applicable", or "none". **A proposal or response to a solicitation by a contractor/consultant that does not include this completed form shall be deemed non-responsive and rejected.**

Business Email Address * ccervera@myrgroup.com

Enter Email Address of City and County of Denver contact person facilitating this solicitation * DOTI.Procurement@denvergov.org

Project Name * NTS-1 & Mill Levy 12

Solicitation No. (Check Below if Not Applicable) * 202160104

Check Here if Solicitation No. is N/A

Name of Your Company * Sturgeon Electric Company, Inc.

What Industry is Your Business? *

- | | | |
|---|---|---|
| <input type="checkbox"/> Technology | <input type="checkbox"/> Financial | <input type="checkbox"/> Manufacturing |
| <input checked="" type="checkbox"/> Construction, Landscape, Maintenance Services | <input type="checkbox"/> Goods/Services | <input type="checkbox"/> Wholesale/Retail Trade |
| <input type="checkbox"/> Professional | <input type="checkbox"/> Transportation/Hauling | <input type="checkbox"/> Other |

Address * 12150 East 112th Ave

City * Henderson **State** CO **Zip Code *** 80640

Business Phone Number * 303-286-8000

Business Facsimile Number _____

1. How many employees does your company employ? *

- 1-10 51-100
 11-50 Over 100

1.1 How many of your employees are:

Number of Full Time: * 100% **Number of Part Time: *** _____

2. Do you have a Diversity and Inclusiveness Program? *

- Yes No

If **No**, and your company size is less than 10 employees continue to question 10. Complete and sign the form.

If **Yes**, does it address:

2.1. Employment and retention? *

- Yes No

2.2. Procurement and supply chain activities? *

- Yes No

2.3. Customer Service? *

- Yes No

3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *

See attached Supplier Diversity Program & Equal Opportunity Employment Policy

4. Does your company regularly communicate its diversity and inclusiveness policies to employees? *

- Yes No

If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply) *

- Employee Training
 Pamphlets
 Public EEO Postings
 Other:

5. How often do you provide training and diversity and inclusiveness principles? *

- Monthly
- Quarterly
- Annually
- N/A
- Other: As Needed.

5.1 What percentage of the total number of employees generally participate? *

- 0-25%
- 26-50%
- 51-75%
- 76-100%
- N/A

6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below) *

See attached Supplier Diversity Program & Equal Opportunity Employment Policy

7. Do you have a diversity and inclusiveness committee? *

- Yes
- No

7.1 If Yes, how often does it meet? *

- Monthly
- Quarterly
- Annually
- Other:

7.2. If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee. (If Not Applicable, please type N/A below) *

N/A

8. Do you have a budget for diversity and inclusiveness efforts? *

Yes No

9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? *

Yes No

10. If you responded that you do not have a diversity and inclusiveness program, describe any plans your company may have to adopt such a program.

N/A

11. Would you like information detailing how to implement a Diversity and Inclusiveness program? *

Yes No

If yes, please email XO101@denvergov.org.

I attest that the information represented herein is true, correct and complete, to the best of my knowledge. *

Audia D. Wasick

Signature of Person Completing Form *

October 14th, 2021

Date

Audia D. Wasick

Printed Name of Person Completing Form

NOTE: Attach additional sheets or documentation as necessary for a complete response.

*"Diversity and Inclusiveness Program" means a program that invites values, perspectives and contributions of people from diverse backgrounds, and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute, and succeed within the organization's workplace. "Diversity" encompasses a wide variety of human differences, including differences such as race, age, gender, gender identity, sexual orientation, ethnicity, physical disabilities, appearance, historically underutilized and disadvantaged persons, as well as social identities such as religion, marital status, socio-economic status, lifestyle, education, parental status, geographic background, language ability, and veteran status."



SUPPLIER DIVERSITY PROGRAM

Commitment and Participation

As a subsidiary of MYR Group Inc. (MYR Group), Sturgeon Electric Company, Inc. (STURGEON ELECTRIC) is dedicated to the fair consideration of all suppliers in its day to day procurement of materials, equipment, and services as required for any project. We understand the importance of supplier diversity and want to provide opportunities for Disadvantaged Business Enterprise (DBE) firms. DBE firms when referred to herein will include Minority Business Enterprises, Women Business Enterprises, Veteran Business Enterprises, Historically Underutilized Businesses, and Small, Women and Minority disadvantaged suppliers that have been certified by a federal/state/or local government. We have experience in working with a wide range of diverse suppliers to provide a competitive edge in producing high-quality, low-cost innovative products and services. All STURGEON ELECTRIC employees with purchasing responsibility and/or involved in procurement decisions for equipment, material, and services are expected to notify and give every consideration to using qualified DBE firms in a manner that is consistent with state and federal laws and regulations. We have exceeded the "expected levels" of on-site DBE participation on projects and will continue to strive to exceed such levels while conducting business in the highest professional manner.

Goods and/or Services to be Subcontracted

To demonstrate our commitment, STURGEON ELECTRIC has developed a firm mentoring agreement to subcontract a mutually agreed upon scope of work, as well as agreements with subcontractors that rates will not exceed STURGEON ELECTRIC's proposed rates.

STURGEON ELECTRIC will solicit y Invitation for Bids, Requests for Proposals, telephone calls or any other document issued by the state to obtain bids, or proposals for the purpose of entering a contract with DBE firms for equipment, material, and services. We have achieved up to 41% DBE participation on past projects through equipment, material, and service purchases.

We will demonstrate our dedication by providing supplier diversity training, workshops, technical assistance, executive level roundtables, and educational support to each of these firms and our procurement staff. We will continue to look for opportunities to utilize DBE firms throughout the entire process of our projects.

Method to Identify

STURGEON ELECTRIC has worked with numerous DBE firms in the past. We currently have an established network of firms from whom we can solicit bids. These companies are certified with the State, Cities, Counties, and other Municipalities. We will maintain current lists of all government entities to identify new sources of certified DBE firms. Our efforts to solicit DBE participation will include Request for Proposals and negotiations with all participants to ensure a full commitment to supplier diversity on all our projects. In this process we will communicate opportunities and establish qualifications of subcontractors and suppliers.



Fair Competition

STURGEON ELECTRIC is committed to supplier diversity and securing the best pricing through fair competition. In order to accomplish both objectives, our intention is to include a substantial number of DBE's on each bid solicitation. We have a standard procedure for soliciting bids, which includes advertising, direct mail, and phone contact. We consistently review our process to ensure we are maximizing opportunities. Through this method we will enhance the DBE process plus secure the best pricing.

STURGEON ELECTRIC employees responsible for the procurement of equipment, materials, and services, will dedicate their efforts to seek qualified DBE firms. Those DBE firms who have shown the capability to complete the work being procured will be given the opportunity to compete for the contract. STURGEON ELECTRIC employees will be aware of and accountable for the project goals for subcontracting to DBE firms. They will make every reasonable effort to obtain such goals and will continuously review said goals for possible improvement. To implement this supplier diversity program effort on behalf of DBE firms, the following steps shall be taken:

- Solicit DBE firms with the maximum possible advance notice to allow preparation of qualifications, utilizing DBE lists, notification to DBE contact groups, telephone solicitation, and other means necessary to ensure that appraising of contracting opportunities are communicated to qualified DBE firms.
- Certify the status of DBE firms through documentation from government agencies. STURGEON ELECTRIC must receive documentation from the appropriate state approved agency before bid solicitation begins. Our process of prequalifying includes examination of Dun & Bradstreet reports, satisfactorily completed AIA 305 forms, and prior knowledge or experience with the subcontractor(s).
- Assist interested and qualified DBE firms in the preparation of their quotations by allowing time for preparation of the quotation and making the scope and delivery schedules available.
- STURGEON ELECTRIC accepts full responsibility for the performance of our subcontractors/suppliers and will work with them as "partners" to achieve the project goals. Subcontractors will work according to our schedule and standards. STURGEON ELECTRIC mentor all subcontractors/suppliers. The DBE firms will be instructed as to STURGEON ELECTRIC's work practices, safety programs; as well as, estimating, accounting, and purchasing methods.
- STURGEON ELECTRIC will collect statistics and other documentation to prepare and provide a quarterly written report that details the actual results of our supplier diversity program. This report will include the total value of work performed by STURGEON ELECTRIC for the quarter; total value of work performed by DBE subcontractors during the quarter; names and work subcontracted to each DBE firm(s) during the quarter; and each DBE firm's respective contribution to STURGEON ELECTRIC's total participation. We will also identify the breakdown of women and/or specific ethnic origin of each company.



SUPPLEMENT TO SUPPLIER DIVERSITY PROGRAM FOR PROCUREMENT STAFF

As a subsidiary of MYR GROUP Inc. (MYR Group), Sturgeon Electric Company, Inc. (STURGEON ELECTRIC) has increased efforts to achieve business goals and objectives (increase profitability, improve processes and quality, achieve cost reductions/containment, etc.) through the continued use and implementation of supplier diversity programs. Supplier diversity is a process that seeks to identify diverse supply partners and systemically integrate inclusive practices for Disadvantaged Business Enterprises (DBE) firms. DBE when referred to herein will include Minority Business Enterprises, Women Business Enterprises, Veteran Business Enterprises, Historically Underutilized Businesses, and Small, Women and Minority (SWAM) diversity suppliers that have been certified by a federal/state/or local government. Technology has created a globally connected market with rapid diversification of the major cities of the world including ours in the U.S.A. This diversity change has economic, political, and social implications for all businesses today including STURGEON ELECTRIC. DBE firms are a recognized emerging market, and a key source for wealth building and community contribution through job creation opportunities. STURGEON ELECTRIC recognizes the social corporate responsibilities which includes the openness or transparency of companies as well as the will and expectations of their stakeholders. STURGEON ELECTRIC firmly believes that companies function best when they merge their business interest with the interest of their stakeholders on all levels including supplier diversity.

Supplier diversity can make a meaningful contribution to the company's costs while at the same time making a tremendous contribution to the company's impact on issues of socially responsible behavior. STURGEON ELECTRIC's supplier selection alone can create paying jobs that can infuse a community with newfound wealth. Other reasons why supplier diversity should be embraced include increased profitability, increased sales, decreased costs, more quality and creation of improved efficiencies, and other factors that can positively impact the bottom line. STURGEON ELECTRIC also recognizes that developing stronger supplier inclusion practices will lead to a more competitive advantage including heightening brand, image and reputation. Companies who identify suppliers who can provide a higher quality product/service that serve to drive the entire business process forward and faster with greater reliability and/or new processes will benefit the most and be best prepared for the future demands in the ever changing workforce going forward. STURGEON ELECTRIC recognizes that its ability to articulate and implement these strategies, as well as demonstrate a desire to embrace diversity at all levels (marketing, supplier, and workforce) will be the driving force to succeed and operate with impunity in a diverse working environment.

STURGEON ELECTRIC will use the supplier diversity program to better able DBE firms to contribute to the overall procurement delivery process for equipment, material and services. The procurement decisions based on competitive price alone are no longer applicable and should be replaced with a strategy of total cost/total best value with DBE firms always considered. The goal will be to make the inclusion of DBE firms in all solicitations as well as a basic part of their daily activities for both transactional and strategic tasks. Again, with the overall goal to make this as smooth and simple as possible to assure inclusive integration of DBE firms.

STURGEON ELECTRIC will look to the procurement staff to implement and carry out the new supplier diversity program by requiring DBE firms to be considered at all levels from initial bid requests to final contract award and execution. It is currently understood that supplier diversity is and/or may be taking



place but without verification and tracking on a full scale. Thus, it is hard to quantify to what extent STURGEON ELECTRIC's supplier diversity is being carried out. Initially, we will create a master list of all suppliers currently being used for equipment, material, and services and break out those suppliers that are DBE firms and those that are not. If status is uncertain, we send a letter to supplier to declare if they are DBE certified. Second, from the master supplier list where no DBE firms exist, action should be taken to search for DBE firms in that sector/category to include in future solicitations for projects. STURGEON ELECTRIC understands that in some cases there may just not be any opportunities or even DBE firms to complete our contracts and in such situations an explanation stating the reason will be required, and all efforts made to seek supplier diversity when applicable will be documented. Once projects are awarded, DBE spend should be tracked and broken out separately. This will be our goal and expectation for the supplier diversity program from those involved at all levels of the procurement process.

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Bid Form Package

Contract Number: 202160104

**New Traffic Signals (NTS)-1 and
Mill Levy 12 – Traffic Signals Construction**

September 1, 2021

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

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CITY AND COUNTY OF DENVER

**NOTICE OF INVITATION FOR BIDS
FOR CONTRACT NO. 202160104**

**NEW TRAFFIC SIGNALS (NTS)-1 AND
MILL LEVY 12 – TRAFFIC SIGNALS CONSTRUCTION**

**BID SCHEDULE:
11:00 a.m., Local Time
October 14, 2021**

Bids will be received and accepted via the online electronic bid service, www.QuestCDN.com. Bids must be submitted via QuestCDN no later than **October 14, 2021 at 11:00 a.m.** To access the electronic bid form, download the required documents from QuestCDN and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list at QuestCDN for bids to be accepted. Bidders will be charged a fee of \$30.00 to submit a bid electronically. All properly uploaded bids will then be opened, witnessed and read aloud.

GENERAL STATEMENT OF WORK:

This is the 2019-2021 Traffic Signal Upgrade – Mill Levy 12 & NTS-1 Project. The overall objective of this project is the reconstruction five (5) traffic signals and install new ones (2) within the City and County of Denver - total seven (7) traffic signals. The locations of these traffic signals are at the following intersections: 1. Zuni Street at 32nd Avenue 2. Zuni Street at 35th Avenue 3. Zuni Street at 44th Avenue 4. Zuni Street at 46th Avenue 5. Zuni Street at 48th Avenue 6. 11th Ave Josephine (new) 7. Alameda at Newport (new). In addition to the traffic signal upgrades, there will be improvements made to curb ramps, sidewalk, curb and gutters, curb returns, and damaged sidewalks, and curb and gutter at each intersection for enhanced pedestrian access. Ramp improvements will be constructed to current CCD standards and specifications. In addition, there are existing storm sewer inlets and manholes at the intersections require relocation or resetting. A new storm inlet will also be installed at the intersection of 32nd Avenue & Zuni Street.

ESTIMATED CONSTRUCTION COST:

The estimated cost of construction for this project is between \$2,450,000.00 and \$3,000,000.00.

DOCUMENTS AND BID INFORMATION AVAILABLE:

Contract Documents complete with Technical Specifications and, if applicable, construction drawings will be available on the first day of publication at: www.work4denver.com. To download digital Contract Documents at a cost of \$15 per download, reference eBid Document Number #8001820. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance.

PRE-BID MEETING:

A **virtual pre-bid meeting** will be held for this Project at **10:00 a.m.**, local time, on **September 9, 2021**. The teleconference call-in number and conference ID can be found on the project page at www.work4denver.com.

DEADLINE TO SUBMIT QUESTIONS: September 21, 2021 by 10:00 a.m. local time.

PREQUALIFICATION REQUIREMENTS:

Each bidder must be prequalified in category **1D(1) TRAFFIC SIGNALS, LIGHTING AND ITS** at or above the **\$3,000,000.00** monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days

prior to the response due date. Applications must be submitted via email to doti.prequal@denvergov.org. To view the Rules and Regulations and to obtain a prequalification application, please visit our website at www.denvergov.org/prequalification.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION:

Article III, Division 3 of Chapter 28 of the D.R.M.C. states the Director of the Division of Small Business Opportunity has the authority to establish a project goal for expenditure contracted by the City and County of Denver. The specific goal for this project is:

18% Minority and Women-Owned Business Enterprise (MWBE) Participation

Project goals must be met with certified participants as set forth in Section 28-62, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-60 D.R.M.C.

MISCELLANEOUS:

Contracts for construction, reconstruction, and remodeling are subject to the City prevailing wage rate requirements established pursuant to Section 20-76, D.R.M.C.

City contracts are subject to payment of City Minimum Wage established pursuant to Section 20-82 through 20-84 D.R.M.C.

As its best interest may appear, the City and County of Denver reserves the right to reject any or all bids and to waive informalities in bids.

A modified version of this Notice of Invitation for Bids and the project's Statement of Quantities is available on the City and County of Denver's website at: www.work4denver.com.

Publication Dates: September 1, 2, 3, 2021
Published In: The Daily Journal

CITY AND COUNTY OF DENVER INSTRUCTIONS TO BIDDERS

IB-1 INSTRUCTION TO BIDDERS

These Instructions to Bidders are a part of the Contract Documents and are intended to serve as a guide to bidders. They are general in nature and may be amended or supplemented as needed to support any one specific invitation to bid. Each bidder shall prepare its bid in strict compliance with all requirements of the Contract Documents and by careful application of these instructions.

IB-2 BIDDING

The copy of the Contract Documents contains the Bid Form and Submittal Package for this Project, which must be used to submit a bid hereunder. The bidder must fully complete, execute and submit this Bid Form and Submittal Package, along with any other specified components of the Contract Documents, via QuestCDN's electronic bidding platform as its bid for the referenced Project.

A bidder is not required to submit as part of its bid the entire set of Contract Documents distributed by the City pursuant to the Notice of Invitation for Bids, if the bidder executes and submits the Bidder Acknowledgment Form included with the Bid Form and Submittal Package as part of its bid. However, each bidder, by submitting its bid, shall be conclusively presumed to have received and reviewed all of the information contained in the Contract Documents as this term is further defined herein.

Bid guarantee will be accepted electronically as part of the Bid packet submitted via QuestCDN. The bid guarantee must be received by the City within seven calendar days following the bid opening date to:

Department of Transportation and Infrastructure
Attention: Contract Administration
201 W. Colfax Ave. Dept. 614
Denver, CO 80202

IB-3 CONTRACT DOCUMENTS AS PUBLISHED BY CITY

Each bidder shall be responsible for, and shall be deemed to have received, all the information contained in the Contract Documents as distributed by the City pursuant to the Notice of Invitation for Bids, including addenda, whether or not such bidder has reviewed all or part of the Contract Documents in either its hard copy form or in any other format. If organizations or companies other than the City or its design professional distribute the City's Contract Documents for review by prospective bidders, whether in hard copy or via electronic or other media, neither the City nor its design professional shall be responsible for the content, completeness or accuracy of any information distributed or transmitted by any such organization or company.

IB-4 COMPLETING AND SIGNING THE BID FORMS

The bidder must complete the Bid Form by legibly writing or printing in ink, in words and figures as required, all the bidder's prices offered for the Work to be performed. All blank spaces, which require a response of the bidder, must be properly completed in full. If in the process of evaluating a bid, words and figures, as written on the Bid Form by the bidder, do not agree, the written words will govern.

For Bid Forms requiring unit price bids, the bidder shall enter in the Bid Worksheet spaces provided a unit price for each item for which a quantity is given.

Each bidder must sign the Bid Form and give the bidder's current business address. If an individual, the signature must be of the individual offering the bid; if a partnership, the signature must be that of a general partner; and if a corporation, both the president and the secretary must sign and the seal of the corporation

must be affixed to be visible via electronic format. Signatures of other persons may be acceptable if the bid contains sufficient evidence, satisfactory to the City in its sole discretion, to indicate that the other persons are authorized to bind the bidder.

IB-5 UNACCEPTABLE BIDS

The City will not accept bids from Bidders not prequalified with the City (if prequalification is required for this project), in arrears to the City upon debt or contract, or which are defaulters (as surety or otherwise) upon any obligation to the City.

IB-6 INFORMAL AND UNBALANCED BIDS

Any alteration, interlineations, erasure, omission, deletion or addition by the bidder to the Bid Form and Submittal Package or other parts of the Contract Documents submitted with the Bid Form and Submittal Package, as originally issued to the bidder, shall render the accompanying bid informal and may constitute cause for rejection.

Any unauthorized addition, conditional or alternate bids, failure to provide a unit price, lump sum amount or authorized alternate item specified or other irregularities of any kind which tend to render the bid incomplete, indefinite or ambiguous shall render the bid informal and may constitute cause for rejection.

Bids that are unbalanced so that each item does not reasonably carry its own proportion of cost or that contain inadequate or unreasonable prices for any item may be rejected. Bids, which have not acknowledged all addenda to the Contract Documents issued for this bid, may also be rejected.

The right is reserved by the City to reject any or all bids and to waive any informalities where it is deemed by the City to be in the best interests of the City to do so.

IB-7 ONLY ONE BID ACCEPTED

The City will accept only one bid for the same work from any one bidder. This includes bids that may be submitted under different names by one business enterprise.

IB-8 BID GUARANTEE

As a guarantee of good faith on the part of the bidder, each bid must be accompanied by a bid guarantee, consisting of either a certified or cashier's check made payable without condition to the order of the City and County of Denver or a bid bond written by an approved corporate surety in favor of the City and County of Denver. If the bid of a bidder is acceptable and the bidder is notified by the Manager that it is considered to be the Apparent Low Bidder and said bidder fails to execute a contract in the form prescribed or to furnish a performance and payment bond with a legally responsible and approved surety or to furnish the required evidence of insurance or satisfy all conditions precedent to contract execution within five (5) days after such notice is made by the City, said bid guarantee shall be forfeited to the City as liquidated damages and not as a penalty.

The bid guarantee shall be in the amount of five percent (5%) of the total bid unless otherwise specified in the Notice of Invitation for Bids and on the form appearing in the Contract Documents in the Bid Form and Submittal Package. Failure to submit a properly executed bid guarantee, on the form provided herein may, in the City's sole discretion, constitute cause for rejection.

Following award and execution of the Contract by the Apparent Low Bidder, or earlier in the sole discretion of the City, bid guarantees of all but the Apparent Low Bidder will be returned. When the Apparent Low Bidder executes the Contract and delivers to the City satisfactory performance and payment bonds, required insurance documentation, and has satisfied all conditions precedent to contract execution by the City, and after approval, if any, by the Council of the City of the proposed Contract with the Apparent Low Bidder,

the bid guarantee of the Apparent Low Bidder shall be returned. Such return shall be made within one hundred twenty (120) days from date bids are opened unless otherwise specified in the Special Contract Conditions.

IB-9 SITE INSPECTION AND INVESTIGATIONS

Prior to submitting a bid, the bidder is invited to inspect the work site and its surroundings. Although the bidder is not required to make such an inspection before bidding, for purposes of the Contract it shall be conclusively presumed that by failing to make such an inspection, the bidder has waived the right to later claim additional compensation or time extensions for conditions which would have been evident had the site been inspected.

Drawings and Technical Specifications, defining the Work to be done, were prepared on the basis of interpretation by the design professionals of information derived from investigations of the work site. Such information and data are subject to sampling errors, and the interpretation of the information and data depends to a degree on the judgment of the design professional. In view of this, the bidder is invited to make such additional investigations as the bidder's judgment dictates the need for such investigations. Information about the degree of difficulty of the Work to be done cannot totally be derived from either the Drawings or Technical Specifications or from the Manager or his representatives.

Since the bid information cannot be guaranteed, the Contractor shall have assumed the risks attendant to successful performance of the Work and shall never make claim for additional compensation or time extensions on the grounds that the nature or amount of work to be done was not understood by the bidder at the time of the bidding.

IB-10 INCONSISTENCIES

Any seeming inconsistencies or ambiguities between different provisions of the Contract Documents or any point which the bidder believes requires a decision or interpretation by the City must be inquired into by the bidder by addressing a formal written communication to the Manager of the Department of Transportation and Infrastructure and sending or delivering it to the office advertising this Project for bid at least forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, before the time set for the opening of bids.

Information about the decision or interpretation made in response to any inquiry will be posted on www.work4denver.com. If the matter raised requires, in the sole discretion of the Manager, that an addendum to the bid documents be issued, such addendum will be published, and each bidder shall be required to acknowledge the addendum by signing and identifying it in the Bid Form when submitting the bid.

After bids are opened, all bidders must abide by the formal response of the Manager, as to any interpretation. The City shall not be bound, and the bidder shall not rely on any oral communication, interpretation clarification or determination of the Contract Documents prior to bid opening.

IB-11 WITHDRAWAL OF BID

A bidder may withdraw its bid at any time prior to the time for receipt of bids set forth in the Notice of Invitation for Bids by making written request upon the Manager of the Department of Transportation and Infrastructure. After such time, no bid may be withdrawn or modified.

Such request must be signed by the persons authorized to bind the bidder as defined in IB-4, **COMPLETING AND SIGNING THE BID FORMS**.

IB-12 WEBSITE

It shall be conclusively presumed that the bidder has, before submitting any bid, read and shall take full responsibility for all addenda, posted decisions, and other information relevant to the bid posted by the City on the www.QuestCDN.com website.

IB-13 PRE-BID MEETING

Bidders are urged to attend the pre-bid meeting(s) scheduled for this Project. Attendance is not mandatory; however, bidders will be held responsible for all information presented at such meeting(s).

IB-14 ADDENDA

As its best interests may require, the City may issue addenda to the Contract Documents. Such addenda shall be made available to all persons having purchased a set of Contract Documents as set forth in the Notice of Invitation for Bids contained herein. All bidders must acknowledge receipt of all addenda on the Bid Form at the time of submission of the bid.

IB-15 VIRTUAL BID OPENING

Unless otherwise suspended, delayed or canceled by posted notice from the Manager, bid opening will occur via teleconference at the time designated in the Notice of Invitation for Bid.

IB-16 EVALUATION OF BIDS AND BASIS OF BID SELECTION

Bids will be evaluated after being read out loud on the date and at the time designated in the legal advertisement. All bids will be reviewed for responsiveness to the requirements of the Contract Documents and whether or not the bids contain irregularities which could give any bidder an unfair advantage.

The Base Bid Total shall include the Textura Fee and any applicable allowances and/or force accounts. Alternates, if any are included in the bid, will be selected in the priority shown on the Bid Form, subject to the limits of available funds. Selection will be made on the basis of the lowest, total, responsive, qualified base bid plus the total of any alternates set forth on the Bid Form and selected by the City during evaluation. Bid selection will be subject to all requirements and special bidder qualifications contained herein and subject to approval of such resulting Contract in accordance with the Charter and Revised Municipal Code of the City and County of Denver. In addition to all other specified requirements, the City will correct arithmetical errors in all bids and corrected totals only will be considered as the basis of selection.

Upon concluding that the bid is, in fact, the lowest, total, responsive bid to the bidding conditions and that of a responsible, qualified bidder, the City will notify the Apparent Low Bidder.

As its best interests may appear, the City and County of Denver reserves the right to waive informalities in bids, to reject any and all bids and to rebid the Project.

IB-17 NOTICE TO APPARENT LOW BIDDER

The Notice to Apparent Low Bidder, a form of which is included in the Contract Special Conditions Section of the Contract Documents, is issued by the City directly to the selected bidder and informs the bidder that the Manager intends to seek approval of the execution of the Contract by the City in accordance with the Charter and Revised Municipal Code of the City and County of Denver. Specifically, it informs the bidder of its obligations with respect to execution of the Contract and instructs the bidder on how to proceed toward execution of the Contract. The City reserves the right to notify the Apparent Low Bidder, at any time within one hundred twenty (120) days from the date of the opening of the bids, that approval to contract with the Apparent Low Bidder shall be sought in accordance with the Charter and Revised Municipal Code of the City and County of Denver.

In accordance with the terms and conditions contained in the Bid Form and Submittal Package and any additional requirements set forth in the Notice to Apparent Low Bidder or elsewhere in the Contract Documents, the Apparent Low Bidder shall execute the Contract Form contained in the Contract Documents made available by the City for execution in the appropriate number of counterparts. The Apparent Low Bidder shall return the fully executed Contract Document sets, along with any supplemental documents required herein, to the City and shall comply with all other conditions, precedent to Contract execution within five (5) days of the date of issuance of the Notice to Apparent Low Bidder by the City. Failure to comply with each of these requirements within five (5) days of the date of issuance of the Notice to Apparent Low Bidder by the City shall render the bid nonresponsive and may constitute cause for rejection.

Issuance of such Notice shall not, however, constitute a commitment on the part of the City or create any rights in the Apparent Low Bidder to any contract with the City.

IB-18 EXECUTION OF CONTRACT

The process of executing a contract requires action by both the apparent low bidder and the City. After it notifies the Apparent Low Bidder, the City will prepare the Contract Documents by incorporating all of the documents submitted by the Apparent Low Bidder into one or more executable copies. Upon notification that contracts documents are ready for execution the Apparent Low Bidder shall execute the contract documents. At this time, the successful bidder shall also provide certain supplemental documents for incorporation into the Contract Documents. These supplemental documents shall include: the properly executed Certificate of Insurance Forms evidencing the apparent low bidder's satisfactory compliance with the insurance requirements set forth in the Contract Documents; a properly executed Payment and Performance Bond Form and appropriate Power of Attorney evidencing the Apparent Low Bidder's satisfactory compliance with the bonding requirements set forth in the Contract Documents; and documentation of compliance with any other conditions precedent to execution of the Contract by the City set forth in the Contract Documents. The insurance and bond forms contained in the Contract Special Conditions Section of the Contract Documents must be used in satisfying these supplemental document requirements.

These documents are then delivered to the City within the prescribed time period for examination of the documents to determine whether or not the Contractor has correctly executed the Contract and has correctly provided the required supplemental documents and that these documents are satisfactorily and properly completed. From here, all of the documents are forwarded to the City Attorney who will, if the insurance and bonding offered is acceptable and if all other elements of the Contract Documents are in order, recommend that the Manager and the Mayor approve the documents and, when required by the City Charter, prepare an ordinance for submittal to City Council authorizing the execution of the Contract. The City Attorney shall in all applicable instances submit the proposed contract and ordinance to City Council. After City Council approval, the Contract shall be reviewed by the City Attorney and routed for execution by the Mayor, the Clerk for attestation and the Auditor for countersignature and registration. When the total process of contract execution is complete, a Notice to Proceed will be issued and a single executed copy of the Contract will be delivered to the Contractor. Any work performed or a material purchased prior to the issuance of Notice to Proceed is at the Contractor's risk.

IB-19 BONDING REQUIREMENTS

In accordance with the provisions of General Contract Conditions, Title 15, PERFORMANCE AND PAYMENT BONDS, the minimum bonding requirements for this Contract are set forth in the form **CITY AND COUNTY OF DENVER PERFORMANCE AND PAYMENT BOND** contained in the Special Conditions Section of the Contract Documents. Upon receipt of Notice to Apparent Low Bidder, the apparent low bidder must cause this form bond to be purchased, executed and furnished, along with

appropriate Powers of Attorney and a surety authorization letter (in form similar to the one attached), to the City in accordance with the instructions contained herein.

IB-20 INSURANCE REQUIREMENTS

The minimum insurance requirements for this Contract are set forth in the Special Conditions Section of the Contract Documents. Bidders are urged to consider, in preparing a bid hereunder, that each condition, requirement or specification set forth in the form certificate must be complied with by the Contractor and all subcontractors performing Work on the Project, unless such requirements are specifically accepted in writing by the City's Risk Management Office. The Contractor must either include all subcontractors performing work hereunder as insureds under each required policy or furnish a separate certificate for each subcontractor. In either case, the Contractor shall insure that each subcontractor complies with all of the coverage requirements.

IB-21 PERMITS AND LICENSES

All permits, licenses and approvals required in the prosecution of the work shall be obtained and paid for by the Contractor.

IB-22 [RESERVED]

IB-23 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.

Instances in which a worker is covered by both Prevailing Wage rate requirements and City Minimum Wage rate requirements, Contractor shall pay every covered worker the greater of the two.

The services being requested in this solicitation may involve services that are covered pursuant to Division 3.75 of Article IV of Chapter 20 of the Denver Revised Municipal Code ("D.R.M.C."), which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Contractor agrees that any contract with the City shall include a requirement that Contractor will comply with the provisions of D.R.M.C. §§20-82 through 20-84, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the Contract. Additionally, Contractor agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

IB-24 TAX REQUIREMENTS

General. Bidders are referred to the General Contract Condition 323, TAXES, as to taxes to which they may be subject in performing the Work under this Contract, including but not limited to sales and use taxes and the Denver Occupational Privilege Tax. The following instructions are to be considered along with the General Contract Conditions and not in lieu of them.

Sales and Use Tax. The City of Denver imposes consumer use tax on all construction and building materials used on any construction project located in Denver. Denver does not exempt governmental or charitable projects.

It is the responsibility of the Contractor and its subcontractors to apply to the Colorado Department of Revenue ("CDOR") for a certificate, or certificates, of exemption indicating that their purchase of construction or building materials is for a public project, and to deliver to the City copies of such applications as soon as possible after approval by the CDOR. Bidders shall include Denver sales/use tax,

Occupational Privilege taxes, and shall not include in their bid amounts the exempt state, RTD, and Cultural Facilities District Sales and Use Taxes.

Denver Occupational Privilege Tax. Any employee working for a contractor, or a subcontractor, who earns \$500 or more working in Denver during a calendar month, is subject to the payment of the Employee Occupational Privilege Tax. The Contractor and any subcontractor must pay the Business Occupational Privilege Tax for each of its employees who are subject to such tax.

IB-25 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

Each bidder shall, as a condition of responsiveness to this solicitation, complete and return the “Diversity and Inclusiveness in City Solicitations Information Request Form” with their Bid.

Using the “Diversity and Inclusiveness in City Solicitations Information Request Form” provided, please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service and provide the additional information requested on the form. The information provided on the “Diversity and Inclusiveness in City Solicitations Information Request Form” will provide an opportunity for City contractors to describe their own diversity and inclusiveness practices. Contractors are not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor’s current practices, if any.

Diversity and Inclusiveness information provided by City contractors in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable provided by or obtained from contractor’s will be in such reports.

IB-26 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) REQUIREMENTS

Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), referred to in these Bid Documents as the “MWBE Ordinance” and any Rules or Regulations promulgated pursuant thereto apply to this Project and are incorporated into these Bid Documents by reference. Under the MWBE Ordinance, the Director of DSBO (“Director”) has the authority to establish participation goals on contracts for construction, reconstruction, remodeling, professional and design work with the City and County of Denver. The participation goal is stated in the Notice of Invitation for Bids found herein. In order to comply with the bid requirements of the MWBE Ordinance, or any additional requirements, a bidder shall either meet the established participation goal or, in the alternative, demonstrate that the bidder has demonstrated sufficient good faith efforts to meet the goal in accordance with the MWBE Ordinance. A bidder’s failure to comply with the MWBE Ordinance, any Rules or Regulations promulgated pursuant thereto, or any additional requirement contained herein shall render the bid non-responsive and shall constitute cause for rejection. Failure by the contractor awarded the contract to comply with MWBE Ordinance requirements during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor, as deemed appropriate by DSBO. Copies of the MWBE Ordinance and its accompanying Rules and Regulations are available for the use and review of bidders from DSBO. As well as additional MWBE Guidance which can be found here: <https://www.denvergov.org/dsbo>.

Meeting Established Goal

1. All MWBEs listed for participation toward meeting the goal must be properly certified by the City on or before the date bids are opened. The MWBE(s) must be certified in the NAICS code(s) that coincide with the scope of work the identified firm will be performing to count towards the participation goal. DSBO maintains an MWBE Directory (“Directory”), which is a current list of MWBEs certified by the

City. A copy of the Directory is located at the DSBO web site at <https://www.denvergov.org/dsbo>. Bidders are encouraged to use the Directory to assist in identifying MWBEs for the work and supplies required for the Project. Bidders are reminded that changes may be made to the Directory at any time in accordance with the City's MWBE Ordinance. Procedures established to administer this program and a current copy of the Directory must always be used in preparing a bid. MWBE certification or listing in the Directory is not a representation or warranty by the City regarding the qualifications of any listed MWBE.

2. If a bidder is participating in a joint venture with a certified MWBE firm, bidders must submit the Joint Venture Agreement to the DSBO **at least ten (10) business days prior to the bid opening**. The Joint Venture must be approved prior to the bid opening by the DSBO. Approval by the DSBO includes determining the amount the Joint Venture will count towards the participation goal.
3. Each bidder shall submit Bid Form pages entitled Commitment to MWBE Participation, 1A- List of Proposed Subcontractors, Subconsultants, and/or Suppliers, and Letter(s) of Intent for all tiers with the bid at the time of bid opening. DSBO will evaluate each bid to determine responsiveness of the bid with regard to MWBE Ordinance requirements. **An MWBE Prime Bidder must submit a Letter of Intent for itself for self-performed work.** The MWBE Letter of Intent evidences the Bidder's understanding that the Bidder has or will enter into a contractual relationship with the MWBE or that the Bidder's subcontractor(s), subconsultant(s), and/or supplier(s) will do so. Bidders are urged to carefully review these Letters of Intent before submission to the City to ensure the documents are properly completed and executed by the appropriate parties. **Only the MWBEs identified and the precise levels of participation listed for each, at the time of bid opening, will be considered in determining whether the bidder has met the designated participation goal. Additional, participation submitted after bid opening will not be considered in determining responsiveness.**
 - a. In determining whether a bidder's committed level of participation meets the stated MWBE goal, DSBO shall base its calculation of applicable dollar amounts and percentages on the total base bid amount. If a bid contains alternates, participation contained in any alternate will not count towards satisfaction of the Participation goal at time of bid opening. However, should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the MWBE goal percentage level submitted at time of bid opening, on the base bid, will also apply to the selected alternates and must be maintained through the remaining term of the contract on the total contract amount, including any alternate work. Therefore, bidders are urged to consider participation in preparing bids for designated alternates.
 - b. In utilizing the MWBE participation of a Supplier the following will count towards satisfaction of the goal:
 - i. If the materials or supplies are obtained from a MWBE manufacturer, count one hundred percent (100%) of the cost of the materials or supplies toward the participation goal.
 - ii. Only sixty percent (60%) of the value of the commercially useful function performed by MWBE Regular Dealers shall count toward satisfaction of the participation goal.
 - iii. Only the bona fide commissions earned by such Manufacturer Representatives or Brokers for its performance of a commercially useful function will count toward meeting the participation goals. The bidder must separate the bona fide brokerage commissions from the actual cost of the supplies or materials provided to

determine the actual dollar amount of participation that can be counted towards meeting the goal.

- c. Any agreement between a bidder and an MWBE in which the bidder requires that the MWBE not provide subcontracting quotations to other bidders is prohibited and shall render a bidder's bid nonresponsive. D.R.M.C. 28-68(f)

Good Faith Effort

If the bidder has not fully met the participation goal as provided in D.R.M.C. Section 28-62, then it shall demonstrate that it has made good faith efforts to meet such goal. The bidder shall furnish to the Director, with the bid at time of bid opening by the City a detailed statement of its good faith efforts to meet the participation goal established by the Director. The statement of good faith efforts shall include a specific response to address each of the categories, as outlined in the MWBE Ordinance, D.R.M.C. Section 28-62, and any additional criteria that the Director may establish by rule or regulation consistent with the purposes of the MWBE Ordinance. A bidder may include any additional information it believes may be relevant. Good faith efforts must be demonstrated to be substantive and not merely for formalistic compliance with the MWBE Ordinance. The scope and adequacy of the efforts will be considered in determining whether the bidder has achieved a good faith effort. Failure of a bidder to show good faith efforts shall render its overall good faith effort showing insufficient and its bid nonresponsive.

IB-27 DISCLOSURE OF INFORMATION

All submissions and other materials provided or produced pursuant to this Invitation for Bids may be subject to the Colorado Open Records Law, C.R.S. 24-72-201, et seq. As such, bidders are urged to review these disclosure requirements and any exceptions to disclosure of information furnished by another party and, prior to submission of a bid 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 bidder of such request to give the bidder 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 bidder agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. Each bidder 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 bidder'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.

IB-28 GENERAL BIDDING INFORMATION

Bidders are instructed to contact the Contract Administrator designated below for this Project for pre-bid, post-bid and general City bidding information. Bidders can also visit www.work4denver.com for information, both general and project specific. The Contract Administrator assigned to this project is **Regina Diaz** who can be reached via email at doti.procurement@denvergov.org.

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IB-29 PAYMENT PROCEDURE REQUIREMENTS

Textura® Construction Payment Management System (“Textura”)

Bidder recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (“Textura”) for this Project to request payment from the City and to pay all first tier subcontractors and suppliers and further record payment to all certified subcontractors or suppliers that are listed for participation towards any assigned program goal. All fees associated with Textura are to be paid by the bidder for billings for work performed. Bidders are required, when preparing a bid, to enter the price of Textura on the line provided for the service on the Bid Worksheet. The fee is all inclusive of all subcontractor, project and subscription fees associated with Textura. The bidder will calculate the fee based on their Base Bid Total (including Force Accounts and Allowances but not including any alternates, if applicable) and the table below, and then include it on the line item provided in the bid form labeled “Textura® Fee”. This expense becomes part of the contract and billable to the City. All costs including, but not limited to, costs associated with training, entering data, and/or utilizing Textura other than the Textura Construction Payment Management System Fee are overhead and shall not be reimbursed by the City. Bidder will be responsible for any tax on the Textura fee. As with other taxes, the City will not reimburse bidder for this cost and therefore this cost should be included in bidder’s bid. Textura will invoice the awarded bidder directly.

Project Value	Project Fee (GC + Sub Usage)
\$100,000 – 249,999.99	\$780
\$250,000 - \$499,999.99	\$1,625
\$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
\$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

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**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 subjected 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 Mayor's Office of Contract Compliance.
- 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. "Mayor's Office of Contract Compliance" means the City agency established pursuant to Article III, Division 1 of Chapter 28 of the Denver Revised Municipal Code.

Revised: 10/19/93

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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 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 Mayor's Office of Contract Compliance 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 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.

Revised: 10/19/93

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REGULATION NO. 3. DIRECTOR OF CONTRACT COMPLIANCE: The Director of the Mayor's Office of Contract Compliance shall perform the duties assigned to such official by Article III, Division 2 of Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Mayor's Office of Contract Compliance 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 Mayor's Office of Contract Compliance; 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 Mayor's Office of Contract Compliance 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 Mayor's Office of Contract Compliance 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 Notice to Proceed a sign-off will be required of the Director of the Mayor's Office of Contract Compliance 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.

Revised: 10/19/93

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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 & 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 Revised Municipal Code, he may issue a notice requiring the contractor to show cause, within fifteen 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.

Revised: 04/12/91

EEO-5

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, Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and Director.
5. The contractor will furnish all information and reports required by Article III, Division 2, 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 cancelled, 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.

Revised: 09/28/90

EEO-A1

7. The contractor will include Regulation 12 Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract or 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 upon each subcontractor or suppliers. 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, 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.

Revised: 10/02/90

EEO-A2

APPENDIX F
BID CONDITIONS
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.

MICHAEL D. MUSGRAVE
Manager of Public Works
City and County of Denver

Revised: 10/19/93

EEO-F1

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

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).

¹"Minority" is defined as including, Blacks, Spanish Surname Americans, Asian-Americans, and American Indians, and includes both men and Minority women.

Revised: 10/02/90

EEO-F2

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.

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:

Revised: 11/12/82

EEO-F3

- 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 Mayor's Office of Contract Compliance 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.

Revised: 10/19/93

EEO-F4

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.

- e. 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.
- f. 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.
- g. The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- h. The contractor should have made certain that all facilities are not segregated by race.
- i. 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

Revised: 10/19/93

EEO-F5

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 Mayor's Office of Contract Compliance 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.

Revised: 10/19/93

EEO-F6

A. **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, 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, 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, Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".

Revised: 09/26/90

EEO-F7

3. The Mayor's Office of Contract Compliance shall review the contractor's employment practices during the performance of the contract. If the Mayor's Office of Contract Compliance determines that the contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

B. **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, 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.

Revised: 10/19/93

EEO-F8

C. **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.

Revised: 04/12/91

EEO-F9

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.

3. 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.

4. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, City and County Building, Room 379, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

Revised: 04/12/91

EEO-F10

**CITY AND COUNTY OF DENVER
CONTRACT NO. 202160104**

**NEW TRAFFIC SIGNALS (NTS)-1 AND
MILL LEVY 12 – TRAFFIC SIGNALS CONSTRUCTION**

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into by and between the City and County of Denver, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," party of the first part, and contractor listed below, hereinafter referred to as the "Contractor," party of the second part,

**STURGEON ELECTRIC COMPANY, INC.
12150 E. 112TH AVE.
HENDERSON, CO 80640**

WITNESSETH, commencing on **September 1, 2021**, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

<p>CONTRACT NO. 202160104</p> <p>NEW TRAFFIC SIGNALS (NTS)-1 AND MILL LEVY 12 – TRAFFIC SIGNALS CONSTRUCTION</p>
--

WHEREAS, bids pursuant to said advertisement have been received by the Manager of the Department of Transportation and Infrastructure, who has recommended that a Contract for said work be made and entered into with the above-named Contractor who was the lowest, responsive, qualified bidder therefore, and

WHEREAS, said Contractor is now willing and able to perform all of said work in accordance with said advertisement and its bid.

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. CONTRACT DOCUMENTS

It is agreed by the parties hereto that the following list of documents, instruments, technical specifications, plans, drawings and other materials which are attached hereto and bound herewith, incorporated herein by reference or otherwise referenced in these documents constitute and shall be referred to either as the "Contract Documents" or the "Contract," and all of said documents, instruments, technical specifications, Plans, Drawings and other materials taken together as a whole constitute the Contract between the parties hereto, and they are as fully a part of this agreement as if they were set out verbatim and in full herein:

Advertisement of Notice of Invitation for Bids
Instructions to Bidders
Commitment to MWBE Participation
Letters(s) of Intent
IA - List of Proposed Subcontractors, Subconsultants, and/or Suppliers
Article III, Divisions 1, 2, and 3 of Chapter 28, D.R.M.C.
Bid Bond
Addenda (as applicable)

Equal Employment Opportunity Provisions (Appendix A and Appendix F)

Bid Form

Contract Form

General Contract Conditions

Special Contract Conditions

Performance and Payment Bond

Notice to Apparent Low Bidder

Notice to Proceed

Contractor's Certification of Payment Form

Final/Partial Release and Certificate of Payment

Certificate of Contract Release

Change Orders (as applicable)

Federal Requirements (as applicable)

Prevailing Wage Rate Schedule(s)

Technical Specifications

Contract Drawings

Accepted Shop Drawings

2. SCOPE OF WORK

The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the Work described, drawn, set forth, shown and included in said Contract Documents.

3. TERMS OF PERFORMANCE

The Contractor agrees to undertake the performance of the Work under this Contract within ten (10) days after being notified to commence work by issuance of a Notice to Proceed in substantially the form contained herein from the Manager and agrees to fully complete said Work within **365 (Three Hundred Sixty-Five)** consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

4. TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for **bid item numbers Schedule A (201-00000 through 700-70589 [86 bid items] plus Schedule B (202-00019 through 630-80380 [78 bid items]) for a total of One-Hundred Sixty-Four [164] base bid items**, the total estimated cost thereof being **Two Million Nine Hundred Thirty Five Thousand Six Hundred Fifty Dollars and One Cent (\$2,935,650.01)**. Adjustments to said Contract Amount and payment of amounts due hereunder shall be made in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

5. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

6. COMPLIANCE WITH MWBE REQUIREMENTS

This Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.) referred to in this Contract as the “MWBE Ordinance” any corresponding Rules and Regulations, and any additional requirements contained herein. Without limiting the general applicability of the foregoing, the Contractor/Consultant acknowledges its continuing duty, pursuant to the D.R.M.C., to maintain throughout the duration of this Contract, and compliance with the MWBE commitment of **19.45%**, upon which the City approved the award of this Contract to the Contractor/Consultant. The Contractor/Consultant further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the MWBE Ordinance, any corresponding Rules and Regulations, and any additional requirements contained herein, shall subject the Contractor/Consultant to sanctions in accordance with Section 28-76 of the D.R.M.C. Nothing contained in this provision or in the MWBE Ordinance shall negate the City's right to prior approval of subcontractors, or substitutes therefore, under this Contract.

7. 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, D.R.M.C. and any determinations made by the City pursuant thereto as well as the City’s Minimum Wage Protections Sections 20-82 through 20-84 D.R.M.C. and any determinations made by the City pursuant thereto. In the event a covered worker falls under both ordinances, Contractor shall pay the greater of the two rates.

8. APPLICABILITY OF LAWS

The 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 by or in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders, Health 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 State of Colorado and Federal Laws, 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 and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Without limiting the generality of the foregoing, the Contractor shall comply with any and all applicable public emergency or public health orders issued by any federal, state, municipal or local governmental entity, or any department or agency thereof, including the Colorado Department of Public Health & Environment (CDPHE) and the Denver Department of Public Health & Environment (DDPHE).

9. APPROPRIATION

The amount of money, which has been appropriated and encumbered for the purpose of this contract, to date, is equal to or in excess of the Contract Amount. The Manager, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds, which remain available for payment for all Work under the Contract.

The issuance of any change order or other form or order or directive by the City which would cause the aggregate payable under the contract to exceed the amount appropriated for the contract 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 available under the Contract to exceed the amount appropriated and

encumbered for this Contract, unless and until such time as the Contractor has been advised in writing by the Manager 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 this Contract 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 contract, without the proper authorization for such work, and at the Contractor's own risk.

10. [RESERVED]

11. ASSIGNMENT

The Contractor shall not assign any of its rights, benefits, obligations or duties under this Contract except upon the prior written consent and approval of the Manager to such assignment.

12. DISPUTES RESOLUTION PROCESS

It is the express intention of the parties to this Contract that all disputes of any nature whatsoever regarding the Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, D.R.M.C., or, as applicable, Section 28-69 D.R.M.C. for Minority and Women-Owned Business Enterprise disputes. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized 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.

13. CONTRACT BINDING

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

14. 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.

15. SEVERABILITY

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

16. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

Contract Control Number:
Contractor Name:

DOTI-202160104-00
STURGEON ELECTRIC COMPANY, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202160104-00
STURGEON ELECTRIC COMPANY, INC.

By: ***See Attached Signature Page***

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

DOTI-202160104-00
STURGEON ELECTRIC COMPANY, INC.

By: Jim Bull

Name: Jim Buswell
(please print)

Title: VICE PRESIDENT CONTRACTS
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**STANDARD SPECIFICATIONS FOR CONSTRUCTION
GENERAL CONTRACT CONDITIONS**

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CITY AND COUNTY OF DENVER
SPECIAL CONTRACT CONDITIONS

SC-1 CONSTRUCTION SPECIFICATIONS

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

City and County of Denver:

Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS,
(2011 Edition)

Transportation Standards and Details for the Engineering Division

City and County of Denver Traffic Standard Drawings

Wastewater Capital Projects Management

<https://www.denvergov.org/content/denvergov/en/wastewater-management/capital-projects-management.html>

Colorado Department of Transportation:

Standard Specifications for Road and Bridge Construction
(Sections 200 through 700 of the 2019 Edition)

Federal Highway Administration:

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

Building & Fire Codes:

Building Code of the City and County of Denver

(International Building Code 2018 Series, City and County of Denver Amendments 2019)

<https://www.denvergov.org/content/denvergov/en/denver-development-services/help-me-find/building-codes-and-policies.html>

National Fire Protection Association Standards

(As referenced in the Building Code of the City and County of Denver)

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

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

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

SC-2 DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE (REPLACES GENERAL CONTRACT CONDITION 203)

As of January 1, 2020, the functions of Public Works are housed in the new Department of Transportation and Infrastructure. For purposes of this Contract all references (including, but not limited to, references appearing in the body of the contract, General Conditions, Special Conditions, Exhibits, Contract Documents or Policies and Procedures) to the Department of Public Works will have the same meaning as the Department of Transportation and Infrastructure.

Vested exclusively in the Department of Transportation and Infrastructure is the management and control of the design and construction of general and local public improvements undertaken by the City and County of Denver, except for: (i) work which is under the management and control of the Department of Aviation; (ii) that work performed by the Denver Board of Water Commissioners; (iii) any such work that the Mayor has specifically assigned to another department or agency; and (iv) work under the authority of the Department of Transportation and Infrastructure that is performed with the permission of the Manager of Transportation and Infrastructure by private entities at their own expense.

SC-3 MANAGER OF DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE (REPLACES GENERAL CONTRACT CONDITION 204)

General Condition 204 "Manager of Public Works" is hereby deleted in its entirety and replaced with the following:

As of January 1, 2020, the functions of Public Works are housed in the new Department of Transportation and Infrastructure. The Manager of Public Works / Executive Director of Public Works will become the Executive Director of Transportation and Infrastructure. Manager of Public Works, Executive Director of Public Works, Executive Director of Transportation and Infrastructure and Manager of Transportation and Infrastructure will have the same meaning for purposes of this Agreement.

SC-4 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-5 PROJECT DELIVERY ADMINISTRATION / CITY ENGINEER

Project Delivery Administration is a division of the Department of Transportation and Infrastructure and is supervised by the City Engineer, who is subordinate to the Manager of Transportation and Infrastructure. This Division is responsible for the planning, design, construction, operation and maintenance of all of the City's transportation facilities and the planning, design and construction of all of the City's wastewater facilities, except for the City's Municipal Airport System. All other references to the Transportation Division or the Deputy Manager of Public Works are deleted and replaced with references to the Engineering Division and the City Engineer, respectively.

SC-6 CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the 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 City Engineer shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

Department of Transportation and Infrastructure:

Project Manager

Alex Kouprivitch
Thomas Shaw

Telephone

720.913.0803
720.865.3241

Design Consultant

Muller Engineering Company
HDR, Inc.

Name

John Hausman
Todd Scharra

Telephone

303.988.4939
303.764.1553

SC-7 PREVAILING WAGES

General Contract Condition 1003 RATE AND FREQUENCY OF WAGES PAID (.2), is hereby deleted in its entirety and replaced with the following:

(.2) Weekly, the Contractor and all of its Subcontractors shall pay all workers, mechanics, and laborers according to the rates and classifications established in the Contract Documents. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future changes in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Except as provided below, in no event shall any increases in prevailing wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the city, and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the city. Notwithstanding the foregoing, the city may determine and may expressly provide in the context of specific agreements that the city will reimburse the contractor at the increased prevailing wage rate(s).

Date bid or proposal issuance was advertised **September 1, 2021**.

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

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

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

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

SC-8 LIQUIDATED DAMAGES

Should the Contractor fail to complete all Work within the Contract Time allocated under the Contract Form at Paragraph 3, TERMS OF PERFORMANCE, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of **\$4,100.00** for each Day that the Contractor exceeds the time limits herein specified, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.

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

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

SC-9 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-10 PAYMENTS TO CONTRACTORS

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 (“Textura”) for this Project to request payment from the City and to pay all first tier subcontractors and suppliers and further record payment to all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. Contractor further agrees that, to the fullest extent possible within Textura, 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 Textura, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees it will activate any available settings within Textura 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>
Department of Transportation and Infrastructure	Alex Kouprivitch	720.913.0803
Department of Transportation and Infrastructure	Thomas Shaw	720.865.3241

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, and its subcontractors of all tiers who have performed work, shall also submit to the Auditor and other appropriate officials of the City prior to submitting the payment application, information required by General Contract Condition 1004, REPORTING WAGES PAID.
4. Starting with the second payment application, the payment applications shall be accompanied by a completed Contractors' Certification of Payment Form (CCP), listing all first tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. The final payment application must be accompanied by an executed Final/Partial Release and Certification of Payment Form and Certificate of Contract Release Form from the Contractor.

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

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

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

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SC-11 CONTRACT FORMS

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

1. Performance and Payment Bond (Sample)
2. Performance and Payment Bond Surety Authorization Letter (Sample)
3. Contractor's Certification of Payment (Sample)
4. Final/Partial Release and Certificate of Payment Form (Sample)
5. Notice to Apparent Low Bidder (Sample)
6. Notice to Proceed (Sample)
7. Certificate of Contract Release (Sample)

SC-12 CONSTRUCTION INSPECTION BY THE CITY

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

1701.1 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 Building Inspection 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.

.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-13 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. §25-15-101(6), as amended from time to time, and includes construction debris, soil and asbestos. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

SC-14 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-15 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-16 ATTORNEY’S FEES

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

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

SC-17 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, including any extension thereof, during any warranty period, and for eight (8) years after the 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 require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this 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. 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 may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(3) Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(4) Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability, Contractor's insurer shall waive subrogation rights against the City.

(5) Subcontractors: All subconsultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein. Contractor shall require all of its subcontractors and subconsultants of any tier to provide insurance coverage in types and amounts required by the Contractor, but in amounts of at least \$1,000,000 Commercial General Liability, Business Auto Liability insurance of \$1,000,000 combined single limit, statutory Workers' Compensation coverage, and \$1,000,000 professional liability for any subcontractor performing design or engineering work. Contractor agrees to provide proof of insurance for all such subcontractors, subconsultants, independent contractors, suppliers or other entities upon request by the City.

(6) Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with 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.

(7) Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), 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) Builder's Risk or Installation Floater: Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The City and County of Denver, Contractor, and subcontractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the City.

(10) Contractor's Pollution Liability: Contractor shall maintain minimum 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 cleanup costs. Policy shall include a severability of

interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

(11) Additional Provisions:

(a) For claims-made coverage:

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

(b) 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.

SC-18 GREENPRINT DENVER REQUIREMENTS

In accordance with the City and County of Denver Executive Order 123: Greenprint Denver Office and Sustainability Policy, as amended, Contractor shall adhere to sections of Executive Order 123 pertinent to the construction of the built environment. This includes but is not limited to: all construction and renovation of buildings shall follow instructions and memorandum for high performance buildings; horizontal projects shall include the use of fly ash concrete and recycled aggregate where possible; and, all projects shall recycle construction and demolition waste, and install materials that contain recycled content whenever possible using the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) as guidance. Non-hazardous solid waste that is eligible for reuse or recycling is not subject to the DADS disposal requirement defined in SC-13.

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

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

SC-19 RESERVED

SC-20 DEFENSE AND INDEMNIFICATION

Title 1602 is hereby deleted in its entirety and replaced with the following:

- (a) To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor’s agents, representatives, subcontractors, or suppliers (“Claims”). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (b) Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.
- (c) Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

SC-21 CONSTRUCTION SURVEYS

Hereby Replaces General Contract Condition 318 General Contract Condition 318 CONSTRUCTION SURVEYS is hereby deleted in its entirety and replaced with the following:

The City does not take responsibility for the accuracy of any survey data provided by the City. The Contractor must establish and validate the accuracy of all survey data and ensure that all elements of the Work are correctly located. The Contractor must accurately determine and transfer the survey control information to the points of application to ensure that all elements of the Work are correctly located.

Any Work that the Contractor begins before confirming the reference points may be rejected. Should any reference points be obliterated or dislodged by operations that the Contractor controls, the Contractor will replace them subject to consultation with and approval by the Project Manager.

SC-22 PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS

Hereby Replaces General Contract Condition 319 General Contract Condition 319 PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS is hereby deleted in its entirety and replaced with the following:

Throughout the City there exists an extensive system of benchmarks and monuments installed for the purpose of maintaining a land survey control grid. Prior to the commencement of work on the Project, the Contractor shall tie out each existing survey monument and benchmark so that it can be reestablished after completion of the Work should it be damaged. The Contractor shall maintain all ties during construction. The Contractor shall reset and rehabilitate all survey monuments and benchmarks that existed prior to construction, but that were damaged or destroyed during construction, in accordance with City and State requirements at no cost to the City.

SC-23 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS. The Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor from City facilities or participating in City operations.

SC-24 Title 311 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT is hereby deleted in its entirety and replaced with the following:

311 NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT

1.1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

1.2. The Contractor certifies that:

1.2.1. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

1.2.2. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

1.2.3. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

1.2.4. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

1.2.5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

1.2.6. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

1.3. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 16th day of November, 2021.

Attest:

[Signature]
Secretary

Sturgeon Electric Company, Inc.

Contractor

By: [Signature]
President Krysta Brewer,
Liberty Mutual Insurance Company

Surety

By: [Signature]
Attorney-In-Fact Sheree Hsieh



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

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

By: [Signature]
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

By: [Signature]
MAYOR

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



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: 8204079-285136

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, Brenda Johnston, Cindy Stellhorn, Cynthia L. Jenkins, Edward L. Mournighan, Ginger J. Krahn, Kimberly E. Kinkead, Michael H. Bill, Michael J. Marsella, Michael M. Bill, Rebecca A. Virt, Sheree Hsieh, Alexis B. Richards, Robert Baumgartner

all of the city of Carmel state of IN 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 31st day of July, 2020.



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

By: David M. Carey
David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 31st day of July, 2020 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: Teresa Pastella
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 16th day of November, 2021



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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.



O 317 805 7500 F 317 805 7515

A 571 MONON BLVD., SUITE 400, CARMEL, IN 46032

W MJINSURANCE.COM

November 16, 2021

Ms. Krysta Brewer
Sturgeon Electric Company, Inc.
12150 E. 112th Avenue
Henderson, CO 80640

Re: Performance and Payment Bonds for City and County of Denver
Contract #202160104, NTS-1 and Mill Levy 12
Bond Number: 014225153
Bond Amount: \$2,935,650.01
SECO Job Number: 841815 **For: Trina Rains**

Dear Krysta:

Per your request, enclosed please find three originals of the above-captioned bonds. Please review your bond for accuracy, and notify us of any changes that need to be made. Please be sure that the bonds are signed by an authorized officer of your company before filing with the owner/owners representative.

Please note that we will send an invoice for this bond under separate cover.

Should you have any questions, or if I may be of any further assistance, please feel free to call me.

Best regards,
MJ INSURANCE

Sheree Hsieh
Surety Service Representative

Enclosures

Cc: Liberty Mutual Insurance Company





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/5/2021

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).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Shannon Lentz PHONE (A/C, No, Ext): 630-285-4418 E-MAIL ADDRESS: shannon_lentz@ajg.com		FAX (A/C, No): 630-285-3922													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER C : National Fire & Marine Insurance Co</td> <td>20079</td> </tr> <tr> <td>INSURER D : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER E : AGCS Marine Insurance Company</td> <td>22837</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : American Zurich Insurance Company	40142	INSURER C : National Fire & Marine Insurance Co	20079	INSURER D : Indian Harbor Insurance Company	36940	INSURER E : AGCS Marine Insurance Company	22837	INSURER F :
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INSURER F :																
INSURED Sturgeon Electric Company, Inc. 12150 E. 112th Avenue Henderson, CO 80640	MYRGROU-01															

COVERAGES

CERTIFICATE NUMBER: 754991821

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO837415427	9/30/2021	9/30/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP837415525	9/30/2021	9/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductibles \$100,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	42UMO30293706	9/30/2021	9/30/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC837415225 (A/O/S) WC837415325 (MA/WI)	9/30/2021 9/30/2021	9/30/2022 9/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D E	Pollution Liability Property Floater Contractors Equipment			CEO744676205 MXI93069373	9/30/2021 9/30/2021	9/30/2022 9/30/2022	Each Claim/Aggregate See Below Leased/Rented Equip \$5,000,000 \$3,500,000 \$1,500,000

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

Policy #MXI93069373 - Property Floater - Covered Property - Materials of Others in the Care, Custody and Control of Named Insured

Additional Insured, Primary/Non-Contributory, Waiver of Subrogation and Loss Payee (with respect to Contractors Equipment) applies where required by written contract. Umbrella follows form. 30 day notice of cancellation applies where required by written contract. A severability of interest/cross suits liability clause is included under the General Liability coverage where required by written contract. Boom, jib and overload exclusions are deleted.
 841815 - New Traffic Signals 1 and Mill Levy 12

CERTIFICATE HOLDER**CANCELLATION**

1556 City and County of Denver
 ATTN: Regina Diaz and/or Michele Foust
 201 W. Colfax Ave. Dept 614
 Denver CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

FAX NUMBER: 720-913-XXXX
TELEPHONE NUMBER: 720-913-XXXX

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

RE: (Company name)

Contract No: **202160104**
Project Name: **New Traffic Signals (NTS)-1 and
Mill Levy 12 – Traffic Signals Construction**

Contract Amount:
Performance and Payment Bond No.:

SAMPLE

Dear Assistant City Attorney,

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

We hereby authorize the City and County of Denver, the Department of Transportation and Infrastructure, 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 _____ and/or email _____.

Thank you.

Sincerely,

City and County of Denver Department of Transportation & Infrastructure
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/doti

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NOTICE TO APPARENT LOW BIDDER

Name
Address
City, State Zip

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **October 14, 2021**, for work to be done and materials to be furnished in and for:

CONTRACT 202160104 - New Traffic Signals (NTS)-1 and Mill Levy 12 – Traffic Signals Construction

as set forth in detail in the Contract Documents for the City and County of Denver, Colorado. It appears that your Bid is fair, equitable, and to the best interest of the City and County; therefore, said Bid is hereby accepted at the bid price contained herein, subject to the approval and execution of the Contract Documents by the City in accordance with the Charter of the City and County of Denver, and to your furnishing the items specified below. The award is based on the total bid items: **(# bid items (# through #))** the total estimated cost thereof being: **(Contract Written Amount) (\$_____)**.

In accordance with the requirements set forth in the Contract Documents, you are required to furnish the following documents:

- a. Insurance Certificates: General Liability and Automotive Liability, Workman’s Compensation and Employer Liability; and,
- b. Payment and Performance Bond along with One original Power of Attorney relative to Performance and/or Payment Bond.

All construction Contracts made and entered into by the City and County of Denver are subject to Affirmative Action and Equal Opportunity Rules and Regulations, as adopted by the Manager of the Department of Transportation and Infrastructure, and each contract requiring payment by the City of one-half million dollars (\$500,000.00) or more shall first be approved by the City Council acting by ordinance and in accordance with Section 3.2.6 of the Charter of the City and County of Denver.

Prior to issuance of Notice to Proceed, all DSBO requirements must be completed. Additional information may be obtained by contacting the Director of DSBO at (720-913-1714).

NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202160104

Page 2

The Bid Security submitted with your Bid, will be returned upon execution of the Contract and furnishing of the Performance Bond. In the event you should fail to execute the Contract and to furnish the performance Bond within the time limit specified, said Bid Security will be retained by the City and County of Denver as liquidated damages, and not as a penalty for the delay and extra work caused thereby.

Dated at Denver, Colorado this _____ day of _____ 20__.

CITY AND COUNTY OF DENVER

By _____
Executive Director of the Department of Transportation and Infrastructure

SAMPLE

City and County of Denver Department of Transportation & Infrastructure
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/doti

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**NOTICE TO PROCEED
(SAMPLE)**

Current Date

Name
Company
Street
City/State/Zip

CONTRACT NO. 202160104 - New Traffic Signals (NTS)-1 and Mill Levy 12 – Traffic Signals Construction

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 **202160104**, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of 365 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,

By: _____
City Engineer

cc:

City and County of Denver Department of Transportation & Infrastructure
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dot

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Certificate of Contract Release

202160104 - New Traffic Signals (NTS)-1 and Mill Levy 12 – Traffic Signals Construction

Current Date
Name
Street Address
City, State, Zip

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

The Undersigned further certifies that each of the undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the undersigned's Work effort on the above referenced Project have been duly paid in full. The undersigned further agrees to defend, indemnify and save and hold harmless the City, its officers, employees, agents and assigns and the above-referenced Contractor from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City or the Contractor which arise out of the Undersigned's performance of the Work effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

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

Contractor's Signature

Date Signed

If there are any questions, please contact me by telephone at (###) ###-####. Please return this document to me via email at doti.procurement@denvergov.org.

Sincerely,

Contract Administration

City and County of Denver Department of Transportation & Infrastructure
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/doti

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**DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE
FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT
(PRIME CONTRACTOR)**

(PROJECT NO. and NAME)

(NAME OF OWNER)

(NAME OF PRIME CONTRACTOR)

Date: _____, 20__.

Contract #: _____.

Contract Value: \$ _____.

Current Progress Payment: \$ _____.

Date: _____.

Total Paid to Date: \$ _____.

Date of Last Work: _____.

The Undersigned hereby certifies that all costs, charges or expenses incurred by the undersigned or on behalf of the undersigned for any work, labor or services performed and for any materials, supplies or equipment provided on the above referenced Project or used in connection with the above referenced Subcontract (the "Work Effort") have been duly paid in full.

The Undersigned further certifies that each of the undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the undersigned's Work Effort on the above referenced Project have been duly paid in full.

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

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

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

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

(Name of Contractor)

By: _____

Title: _____

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Prevailing Wage Rates

Contract Number: 202160104

**New Traffic Signals (NTS)-1 and
Mill Levy 12 – Traffic Signals Construction**

September 1, 2021



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification & Compensation Technician II
DATE: January 04, 2021
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, January 01, 2021** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20210009
Superseded General Decision No. CO20200009
Modification No. 0
Publication Date: 01/01/2021
(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.

***Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

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

"General Decision Number: CO20210009 01/01/2021

Superseded General Decision Number: CO20200009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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.

Modification Number	Publication Date
0	01/01/2021

* CARP9901-008 11/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 26.50	10.32

ELEC0068-016 03/01/2011		

	Rates	Fringes
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 26.42	4.75%+8.68
Zone 2.....	\$ 29.42	4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

- Colorado Springs - Nevada & Bijou
- Denver - Ellsworth Avenue & Broadway
- Ft. Collins - Prospect & College
- Grand Junction - 12th & North Avenue
- Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

 ENGI0009-008 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....	\$ 28.25	10.70
(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 28.25	10.70
(3)-Motor Grader (blade- rough) Douglas County.....	\$ 28.25	10.70
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 28.40	10.70
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 28.40	10.70
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 28.57	10.70
(5)-Motor Grader (blade- finish)		

Douglas County.....	\$ 28.57	10.70
(6)-Crane (91-140 tons).....	\$ 29.55	10.70

 SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender- Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)....	\$ 9.55	3.05

Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40

Tractor.....	\$ 13.13	2.95
TRAFFIC SIGNALIZATION:		
Groundsman		
Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17
TRUCK DRIVER		
Distributor		
Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27
Dump Truck		
Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27
Lowboy Truck.....	\$ 17.25	5.27
Mechanic.....	\$ 26.48	3.50
Multi-Purpose Specialty & Hoisting Truck		
Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88
Pickup and Pilot Car		
Denver.....	\$ 14.24	3.77
Douglas.....	\$ 16.43	3.68
Semi/Trailer Truck.....	\$ 18.39	4.13
Truck Mounted Attenuator....	\$ 12.43	3.22
Water Truck		
Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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

=====

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
Revised 08/21/2019)**

Classification		Base	Fringe
Guard Rail Installer		\$13.00	\$3.20
Highway Parking Lot Striping: Painter		\$13.00	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$13.00	\$3.16
Laborer: Traffic Control (Flagger)		\$13.00	\$3.05
Laborer: Stationary Flags(excludes Flaggers)		\$13.00	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$13.00	\$3.22

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

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Technical Specifications, Plans/Drawings,

Contract Number: 202160104

**New Traffic Signals (NTS)-1 and Mill Levy 12 –
Traffic Signals Construction**

September 1, 2021

**PLEASE NOTE: Documents listed above are
incorporated by reference and filed with the
Clerk and Recorder. File #: 20210089**