

**CITY AND COUNTY OF DENVER**

**STATE OF COLORADO**



**DENVER**  
**THE MILE HIGH CITY**

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Contract Documents**

**Contract Number: 202160233**

**Police District 5 Replacement**

**September 15, 2021**



## NOTICE TO APPARENT LOW BIDDER

W.E. O'Neil Construction Co.  
229 Vallejo Street  
Denver, Colorado 80223

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **October 28, 2021**, for work to be done and materials to be furnished in and for:

### CONTRACT - 202160233 - Police District 5 Replacement

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: **Lump Sum** the total estimated cost thereof being: **Twelve Million Two Hundred Fifty One Thousand Eight Hundred Sixty Dollars and No Cents (\$12,251,860.00)**.

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](http://www.denvergov.org/doti)  
Phone: 720-865-8630



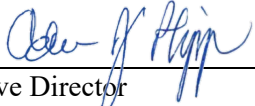
**NOTICE TO APPARENT LOW BIDDER**

CONTRACT NO. 202160233

Page 2

Dated at Denver, Colorado this 22nd day of December 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: 202160233**

**Police District 5 Replacement**

**September 15, 2021**



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

**TABLE OF CONTENTS FOR BID FORM AND SUBMITTAL PACKAGE**

|  |       |
|--|-------|
| <b>Table of Contents</b> .....   | BF-1  |
| <b>Bidder's Checklist</b> .....  | BF-2  |
| <b>Bid Form and Submittal Package Acknowledgment Form</b> .....                            | BF-4  |
| <b>Bid Form</b> .....  | BF-6  |
| <b>1A - List of Proposed Subcontractors, and/or Subconsultants, and/or Suppliers</b> ..... | BF-10 |
| <b>List of Proposed Minority/Women Business Enterprise(s)</b> .....                        | BF-11 |
| <b>Commitment to MWBE Participation</b> .....  | BF-14 |
| <b>Letter(s) of Intent</b> .....   | BF-15 |
| <b>Bid Bond</b> .....  | BF-16 |
| <b>Workforce Development Certification</b> .....   | BF-17 |
| <b>Diversity and Inclusiveness in City Solicitations Form</b> .....                        | BF-18 |



*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/<br>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<br>b.) Legal name required   | <input checked="" type="checkbox"/><br><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.<br>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"/><br><input checked="" type="checkbox"/>  |
| BF-9              | a.) List all subcontractors who are performing work on this project.   | <input checked="" type="checkbox"/>   |
| BF-10 – BF-11     | 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-12             | a.) Complete all blanks<br>b.) If Addenda have been issued, complete bottom section.   | <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/>  |
| BF-13             | a.) Complete appropriate sections - signature(s) required.<br>b.) If corporation, then corporate seal required.  | <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/>  |
| BF-14             | a.) Fully complete Commitment to Participation   | <input checked="" type="checkbox"/>   |
| BF-15             | a.) Fully complete Letter(s) of Intent   | <input checked="" type="checkbox"/>   |
| BF-16             | a.) Fill in all Bid Bond blanks<br>b.) Signatures required<br>c.) Corporate Seal if required<br>d.) Dated<br>e.) Attach Surety Agents Power of Attorney<br>or<br>Certified or cashier's check made out to the Manager of Revenue referencing Bidder's Company and Contract Number. | <input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/><br><input checked="" type="checkbox"/> |
| BF-17             | a.) Complete Workforce Development Certification Form  | <input checked="" type="checkbox"/>   |
| BF-18 - BF-21     | b.) 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<br>(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>

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY AND COUNTY OF DENVER  
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

CONTRACT NO. 202160233

POLICE DISTRICT 5 REPLACEMENT

BIDDER: W.E. O'Neil Construction Company of Colorado  
(Legal Name per Colorado Secretary of State)

ADDRESS: 229 Vallejo St., Denver, Colorado 80223

CONTACT PERSON FOR ALL MATTERS RELATING TO THIS DOCUMENT

NAME: Kevin Mallowney TITLE: Senior Estimator

EMAIL: kmallowney@wweoneil.com PHONE NUMBER: (303) 238-7900

AUTHORIZED ELECTRONIC SIGNATORY

NAME: 

EMAIL: kmallowney@wweoneil.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. 202160233 - Police District 5 Replacement**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated September 15, 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
- 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
- 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: W.E. O'Neil Construction Company of Colorado**

**ATTEST:**

Name: Todd Guthrie

By: Stuart M. Elliot  
Stuart M. Elliot

By: Todd Guthrie

Title: President

[SEAL]





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

**BID FORM**

**CONTRACT NO. 202160233**

**POLICE DISTRICT 5 REPLACEMENT**

**BIDDER:** W.E. O'Neil Construction Company of Colorado  
(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 15, 2021**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 202160233 - Police District 5 Replacement**, 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 M/WBE 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*  
*Change Orders (as applicable)*  
*Federal Requirements (as applicable)*  
*Prevailing Wage Rate Schedule(s)*  
*Technical Specifications*  
*Contract Drawing*  
*Accepted Shop Drawings*  
*Certificate of Insurance*

Sum of estimated cost for item numbers (LUMP SUM) and the Textura Fee equals Total Base Bid Amount:  
Twelve million two hundred fifty-one thousand eight hundred sixty

Dollars (\$ 12,251,860 )

Add Alt #1:

Sum of estimated costs for Add Alt #1 (LUMP SUM – Vehicle Processing Building Doors):  
Sixty-two thousand nine hundred fifty-one

Dollars (\$ 62,951 )

Add Alt #2:

Sum of estimated costs for Add Alt #2 (LUMP SUM – Existing Building Exterior Paint):  
Four thousand five hundred ten

Dollars (\$ 4,510 )

Add Alt #3:

Sum of estimated costs for Add Alt #3 (LUMP SUM – Barrier Arm at West Vehicle Entry Gate):  
Sixty-four thousand five hundred eighty-one

Dollars (\$ 64,581 )

Add Alt #4:

Sum of estimated costs for Add Alt #4 (LUMP SUM – Landscaping along 45<sup>th</sup> Ave.):  
Per Q71, Q106, Q107, Q108 and Q128 on Addendum #1 Alternate #4 has been deleted from sheet G-001 and Specs 01 2300

Dollars (\$ Deleted per Addendum #1 )

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 Continental Casualty Company, a corporation of the State of Illinois, 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: N/A

Address: N/A Address: N/A

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



W.E. O'Neil Construction Company of Colorado

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>Surveying</u>                               | <u>0.14%</u>               | <u>Flatiron Surveying 3825 Iris Ave., Suite 395, Boulder, CO</u>          |
| <u>Final Cleaning</u>                          | <u>0.05%</u>               | <u>Accurate Janitorial 708 Comanche St., #810, Kiowa, CO</u>              |
| <u>Joint Protection</u>                        | <u>0.15%</u>               | <u>Restoration Specialists, PO Box 29, Broomfield, CO</u>                 |
| <u>Demolition</u>                              | <u>0.48%</u>               | <u>Diamond Drilling 1157 S. Bannock St. , Denver, CO</u>                  |
| <u>Concrete</u>                                | <u>0.91%</u>               | <u>Clem N Sons 1770 W. Baltic Place, Englewood, CO</u>                    |
| <u>Concrete Finishing</u>                      | <u>0.57%</u>               | <u>Axis Solutions 14884 E. Hinsdale Ave., Suite E, Centennial, CO</u>     |
| <u>Masonry</u>                                 | <u>2.47%</u>               | <u>Ammex Masonry 5895 E. 72nd Ave., Commerce City, CO</u>                 |
| <u>Structural Steel</u>                        | <u>1.85%</u>               | <u>Joan of Arc 13735 County Road 25-1/2, Platteville, CO</u>              |
| <u>Finish Carpentry</u>                        | <u>1.82%</u>               | <u>Vantage Architectural 400 North Park Ave., #10-B, Breckenridge, CO</u> |
| <u>Insulation</u>                              | <u>0.43%</u>               | <u>RG Insulation 4275 Forest St. , Denver, CO</u>                         |
| <u>Dampproofing/Waterproofing/Air Barriers</u> | <u>0.04%</u>               | <u>AAA Waterproofing 11575 Wadsworth Blvd., Broomfield, CO</u>            |
| <u>Roofing</u>                                 | <u>0.61%</u>               | <u>Alohi Construction 15750 S. Golden Road, Golden, CO</u>                |
| <u>Doors/Frames - Supply</u>                   | <u>3.98%</u>               | <u>Collins Door 394 DeLozier Drive, Fort Collins, CO</u>                  |
| <u>Doors/Frames - Install</u>                  | <u>0.28%</u>               | <u>ASA Door Tech 12909 Division St., Littleton, CO</u>                    |
| <u>Overhead Doors</u>                          | <u>0.66%</u>               | <u>Raynor Door Authority 5160 Havana St., Unit G, Denver, CO</u>          |
| <u>Storefront</u>                              | <u>3.87%</u>               | <u>Vegamade 495 W. Cedar Ave., Denver, CO</u>                             |

(Copy this page if additional room is required.)

## W.E. O'Neil Construction Company of Colorado

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>Stucco</u>                | <u>0.39%</u>               | <u>Rise &amp; Shine 6145 Broadway, Suite 211, Denver, CO</u>                      |
| <u>Drywall</u>               | <u>4.09%</u>               | <u>Fenimore Drywall 5609 Newland Way, Arvada, CO</u>                              |
| <u>Flooring</u>              | <u>2.48%</u>               | <u>Floorz 9900 E. 51st Ave. , Denver, CO</u>                                      |
| <u>Acoustical Ceilings</u>   | <u>3.15%</u>               | <u>E&amp;K Of Denver 1401 East 69th Ave., Denver, CO</u>                          |
| <u>Painting</u>              | <u>0.64%</u>               | <u>Shamrock Painting 1277 S. Cherokee St. , Denver, CO</u>                        |
| <u>Visual Display</u>        | <u>0.33%</u>               | <u>PennQuick Specialties 7743 Noble St., Arvada, CO</u>                           |
| <u>Signage</u>               | <u>0.44%</u>               | <u>Signdealz 1750 30th St., #1-423, Boulder, CO</u>                               |
| <u>Toilet Accessories</u>    | <u>0.35%</u>               | <u>PennQuick Specialties 7743 Noble St., Arvada, CO</u>                           |
| <u>Lockers</u>               | <u>3.87%</u>               | <u>Tiffin Metal Products 450Wall St., Tiffin, OH</u>                              |
| <u>Residential Equipment</u> | <u>0.18%</u>               | <u>Specialty Appliance 8775 E. Orchard Road, Suite 805, Greenwood Village, CO</u> |
| <u>Wire Mesh Partitions</u>  | <u>0.13%</u>               | <u>Western Storage 1630 W. Evans Ave., Unit L, Denver, CO</u>                     |
| <u>Window Treatments</u>     | <u>0.05%</u>               | <u>Royal Textile 1865 W. 12th Avenue, Denver, CO</u>                              |
| <u>AV Equipment</u>          | <u>2.55%</u>               | <u>AVI-SPL 7367 S. Revere Parkway, Suite 2B, Centennial, CO</u>                   |
| <u>Vehicle Lifts</u>         | <u>0.19%</u>               | <u>BendPak 1645 Lemonwood Dr., Santa Paula, CA</u>                                |
| <u>Fire Protection</u>       | <u>1.27%</u>               | <u>American Sprinkler 5151 Bannock St., #11, Denver, CO</u>                       |
| <u>Plumbing</u>              | <u>9.64%</u>               | <u>Diamond Plumbing 5300 Vallejo St. , Denver, CO</u>                             |

(Copy this page if additional room is required.)

W.E. O'Neil Construction Company of Colorado

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>HVAC</u>                    | <u>19.29%</u>              | <u>Reliant Mechanical 4910 Fox St, Unit B, Denver, CO</u>      |
| <u>Electrical/Fire Alarm</u>   | <u>11.02%</u>              | <u>Tri-M Electric 13685 Linden Court , Thornton, CO</u>        |
| <u>Voice/Data</u>              | <u>1.66%</u>               | <u>Servitech 13892 E. Smith Dr. , Aurora, CO</u>               |
| <u>Electronic Surveillance</u> | <u>NO BID</u>              | <u>Stone Security 610 Garrison St., Unit F, Lakewood CO</u>    |
| <u>Earthwork</u>               | <u>0.88%</u>               | <u>CPC Constructors 2085 Driver Lane, Erie, Co</u>             |
| <u>Erosion Control</u>         | <u>0.19%</u>               | <u>DTEC 15690 E. 33rd Ave. Aurora, CO</u>                      |
| <u>Asphalt Paving</u>          | <u>0.80%</u>               | <u>Foothills Paving 5040 Tabor St., Wheat Ridge, CO</u>        |
| <u>Unit Paving</u>             | <u>0.44%</u>               | <u>MTG 8125 W. Grand Ave., Suite 100, Littleton, CO</u>        |
| <u>Site Concrete</u>           | <u>0.90%</u>               | <u>CASI 3700 E. 56th Ave. , Commerce City, CO</u>              |
| <u>Pavement Markings</u>       | <u>0.08%</u>               | <u>Mile High Striping 1100 Johnson Rd., #17634, Golden, CO</u> |
| <u>Fences</u>                  | <u>3.80%</u>               | <u>Metro Fence 8335 Quebec St., Commerce City, CO</u>          |
| <u>Landscaping</u>             | <u>0.77%</u>               | <u>American Sprinkler 7736 W. Walker Dr. , Littleton, CO</u>   |
| <u>Utilities</u>               | <u>1.09%</u>               | <u>CPC Constructors 2085 Driver Lane, Erie, Co</u>             |
| <u>Access Control</u>          | <u>1.17%</u>               | <u>Rocky Mtn Integrators 3955 S. Lipan St., Englewood, CO</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.:** 202160233

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: <b>W.E. O'Neil Construction Company of Colorado</b> <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |                                       |                      |
| Firm's Representative: <b>Todd Guthrie</b>   |                                       |                      |
| Signature:    |                                       | Date: <u>10/5/21</u> |
| Address: <b>229 Vallejo St.</b>  |                                       |                      |
| City: <b>Denver</b>  | State: <b>Colorado</b>                | Zip: <b>80223</b>    |
| Phone: <b>(303) 238-7900</b>   | Email: <b>kmullowney@wweoneil.com</b> |                      |
| Total Contract Value \$:   | Self-Performing Contract Value \$:    |                      |

| Subcontractors, Subconsultants, and/or Suppliers |   |
|--|---|
| Name of Firm: <b>Diamond Plumbing</b>            | <input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: <b>Mike Potter</b>        |   |
| Phone: <b>(303) 964-9929</b>                     | Email: <b>mike@diamondplumbing.co</b>   |
| Type of Service: <b>Plumbing</b>                 | Contract Value \$: <b>1,181,162</b>   |
| Anticipated Start Date: <b>1/10/2022</b>         | Anticipated Completion Date: <b>11/10/2022</b>  |

|  |   |
|--|---|
| Name of Firm: <b>Tri-M Electric</b>            | <input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: <b>Matthew Martinez</b> |   |
| Phone: <b>(720) 203-2644</b>                   | Email: <b>matt.martinez@tri-meletrical.com</b>  |
| Type of Service: <b>Electrical</b>             | Contract Value \$: <b>1,350,478</b>   |
| Anticipated Start Date: <b>1/10/2022</b>       | Anticipated Completion Date: <b>11/10/2022</b>  |

|                         |   |
|-------------------------|---|
| Name of Firm:           | <input checked="" 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: 22.9 Vaejo St.

City, State, Zip Code: Denver, Colorado 80223

Telephone Number of Bidder: (303) 238- 7 0

Fax No. (303) 462-2128

Social Security or Federal Employer ID Number of Bidder: 36-4279241

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

CCD Homeless Shelter Roof & HVAC Replacement

For information relative thereto, please refer to:

Name: Elizabeth Hamilton

Title: Project Manager

Address: elizabeth.hamilton@denvergov.org

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

Addenda Number #1 Date 10/14/2021

Addenda Number \_\_\_\_\_ Date \_\_\_\_\_

Addenda Number \_\_\_\_\_ Date \_\_\_\_\_

Dated this 28 day of October, 2021.

**Signature of Bidder:**

If an Individual: \_\_\_\_\_ N/A \_\_\_\_\_ doing business

as \_\_\_\_\_ N/A \_\_\_\_\_

If a Partnership: \_\_\_\_\_ N/A \_\_\_\_\_

by: \_\_\_\_\_ N/A \_\_\_\_\_ General Partner.

If a Corporation: W.E. O'Neil Construction Company of Colorado \_\_\_\_\_

a \_\_\_\_\_ S \_\_\_\_\_ Corporation,

by: Todd Guthrie \_\_\_\_\_, its President.  
Todd Guthrie

Attest:  
Stuart M. Elliot  
Secretary Stuart M. Elliot (Corporate Seal)



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

Firm: \_\_\_\_\_ N/A \_\_\_\_\_

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

By: \_\_\_\_\_ (If a Corporation)  
Attest: \_\_\_\_\_

Title: \_\_\_\_\_  
Secretary (Corporate Seal)

Firm: \_\_\_\_\_ N/A \_\_\_\_\_

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

By: \_\_\_\_\_ (If a Corporation)  
Attest: \_\_\_\_\_

Title: \_\_\_\_\_  
Secretary (Corporate Seal)

Firm: \_\_\_\_\_ N/A \_\_\_\_\_

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

By: \_\_\_\_\_ (If a Corporation)  
Attest: \_\_\_\_\_

Title: \_\_\_\_\_  
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 19% MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 19% 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): W.E. O'Neil Construction Company of Colorado

Firm's Representative: Todd Guthrie

Title: President

Signature (Firm's Representative):  Date: 10/5/21

Address: 229 Vallejo St.

|                              |                                      |                   |
|------------------------------|--------------------------------------|-------------------|
| City: <u>Denver</u>          | State: <u>Colorado</u>               | Zip: <u>80223</u> |
| Phone: <u>(303) 238-7900</u> | Email: <u>kmullowney@weoneil.com</u> |                   |

Revised 7/14/2020





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

Contract No.: 202160233

Project Name: Police District 5 Replacement

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): W.E. O'Neil Construction Company of Colorado
Firm's Representative: Kevin Mallowney
Signature (Firm's Representative): [Signature]
Date: [Date]
Address: 229 Vallejo St.
City: Denver
State: Colorado
Zip: 80223
Phone: (303) 238-7900
Email: kmallowney@wweoneil.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: Diamond Plumbing Inc.
Firm's Representative: Gene Juarez
Signature: [Signature]
Date: 10/27/2021
Address: 5300 Vallejo St.
City: DENVER
State: CO
Zip: 80221
Phone: 303-964-9929
Email: gene@DiamondPlumbing.Co
Scope of Work: Plumbing

NAICS Code(s): 238220
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:
\$ [Amount] % [Percentage]

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:
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.: 202160233

Project Name: Police District 5 Replacement

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): W.E. O'Neil Construction Company of Colorado
Self-Performing: [ ] Yes [X] No
Firm's Representative: Kevin MULLOWNEY Title: Senior Estimator
Signature (Firm's Representative): [Signature] Date: 10/27/2021
Address: 229 Vallejo St.
City: Denver State: Colorado Zip: 80223
Phone: (303) 238-7900 Email: kmullowney@weoneil.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: Tri-m Electric [X] MWBE(v) [X] SBE(v) [ ] EBE(v) [X] DBE(v)
Firm's Representative: Matthew Martinez Title: Owner/President
Signature: [Signature] Date: 10/11/2021
Address: 13685 Linden CT
City: Thornton State: CO Zip: 80602
Phone: 720.203.2644 Email: Matt.Martinez@Tri-mElectrical.com

Scope of Work: Electrical

NAICS Code(s): 238210, 611513

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:

\$ 1,350,478 100 %

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 W.E. O'Neil Construction Company of Colorado, as Principal, and Continental Casualty Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, 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 5% of Amount Bid Dollars, (\$ 5% of Amount Bid), 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 28, 2021, for the construction of: **Contract No. 202160233 - Police District 5 Replacement**, 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 27th day of September, 2021.

ATTEST

*Arvid M. Elliott*  
Secretary



Seal if Bidder is Corporation  
(Attach Power-of-Attorney)

W.E. O'Neil Construction Company of Colorado  
Principal  
By: *Todd C. ...*  
Title: President

Continental Casualty Company  
Surety  
By: *Amy C. Homer*  
Amy C. Homer, Attorney-in-Fact

[SEAL]



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Robert H Walker, Kenneth J Cuvala, David L. Jennings, H Donald Peterson, Amy C Homer, Philip C Reimer, Doug P O'Neill, George F Manikas Jr, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 15th day of July, 2021.

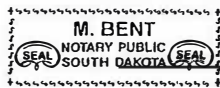


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

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

State of South Dakota, County of Minnehaha, ss:

On this 15th day of July, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

*M. Bent*  
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 27th day of Sept, 2021



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6853-4/2012

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may ~~authorize an officer to sign specific documents, agreements and instruments on~~ behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

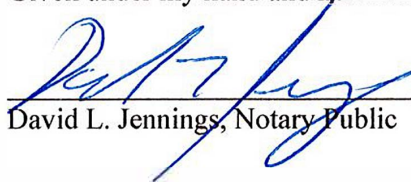
"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

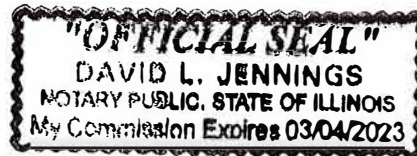
Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

STATE OF Illinois  
COUNTY OF Lake

I, David L. Jennings Notary Public of Lake County, in the State of Illinois, do hereby certify that Amy C. Homer Attorney-in-fact, of the Continental Casualty Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Continental Casualty Company for the uses and purposes therein set forth.

Given under my hand and notarial seal in said County, this 27<sup>th</sup> day of September, 2021

  
\_\_\_\_\_  
David L. Jennings, Notary Public







### Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford** (collectively and individually referred to as “CNA Surety”).

The use of an electronic image of the corporate seal of any CNA Surety company (the “Digital Seal”) and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee’s representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original “wet” signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31<sup>st</sup> day of March, 2020.

Rosemary Quinn  
Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



Continental Casualty Company



National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania

## WORKFORCE DEVELOPMENT CERTIFICATION

### Certification Requirement for Compliance with the Workforce Development Program

Contractor must complete the Certificate of Compliance

#### Certificate of Compliance

The Contractor hereby certifies that it shall satisfy, and be under an ongoing obligation to satisfy, for the duration of Police District 5 Replacement the requirements of the Workforce Development Program, as identified in the Bid Documents package and the Contract Requirements.

Date: 10/5/21

Signature: Todd Guthrie

Company Name: W.E. O'Neil Construction Company of Colorado

Name & Title: Todd Guthrie, President





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 \*** kmullowney@weoneil.com

**Enter Email Address of City and County of Denver contact person facilitating this solicitation \*** doti.procurement@denvergov.org

**Project Name \*** Police District 5 Replacement

**Solicitation No. (Check Below if Not Applicable) \*** 202160233

Check Here if Solicitation No. is N/A

**Name of Your Company \*** W.E. O’Neil Construction Company of Colorado

**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 \*** 229 Vallejo St.

**City \*** Denver **State** CO **Zip Code \*** 80223

**Business Phone Number \*** (303) 238-7900

**Business Facsimile Number** (303) 462-2128

**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) \***

WEO Diversity Program consists of Outreach social events, Prequalification assessment, Sharing of Best Practices, Management Support, Partnership Opportunities, Certification Assistance and Special Payment Terms.

**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:

**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) \***

We solicit Diverse subs through ITB's and phone calls, we encourage non diverse subs to work with diverse vendors, we hold "Open House" events to cater to MBE/WBE/SBE companies, we publish ads in The Daily Journal to notify subs of our projects. We notify of opportunities with the Chambers and Associations, and we use the City and County of Denver's MWDSBE and Contract Management Systems to maximize opportunities.

**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](mailto:XO101@denvergov.org).

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



Signature of Person Completing Form \*

10/5/21

Date

Todd Guthrie, President

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."

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

**CONTRACT NO. 202160233  
PROJECT NAME: Police District 5 Replacement**

**ADDENDUM NO. 1 TO CONTRACT DOCUMENTS  
DATE OF ADDENDUM: October 14, 2021**

Bidders are hereby instructed that the drawings, specifications, and other contract documents are modified, corrected, supplemented and/or superseded for the above-mentioned project as hereinafter described in the following attachments:

**ATTACHMENTS**

**Attachment 1** - Please see updated Prevailing Wage Rates that include additional wage rates: **BUILDING CONSTRUCTION PROJECTS** (Date: July 26, 2021) and **OHR** (Date: August 19, 2021).

**Attachment 2** – Please see existing building architectural sheet A-101 that shows the location of the data center.

**Attachment 3** – Please see Existing Roof Warranty.

**Attachment 4** – Please see CCD TS standards.

**Attachment 5** - Revisions to Specifications

**Attachment 6** - Revisions to Drawings

**QUESTIONS/ANSWERS**

Q1. Please confirm these are the correct prevailing wage rates.

A1. **The correct Prevailing Wage Rates are as follows: HIGHWAY CONSTRUCTION PROJECTS (Date: January 4, 2021), HEAVY CONSTRUCTION PROJECTS (Date: July 26, 2021), BUILDING CONSTRUCTION PROJECTS (Date: July 26, 2021) and OHR (Date: August 19, 2021). (See Attachment 1).**

Q2. Are substitutions allowed at this time?

A2. **Please Bid the specified products per the contract documents. Substitutions will be reviewed after the award of GC contract.**

Q3. Conflicting requirement information was given at the Pre-Bid Meeting. Please clarify the Division of Small Business Opportunity (DSBO) submittal requirements.

A3. **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 (including signatures) by all appropriate parties. Failure to submit completed and executed Letters of Intent at the time of bid opening may render a bidder's bid nonresponsive.**

- Q4. Are background checks required for contractors working on site?  
A4. **All employees working on site must be part of the CBI vendor program. Ref.: <https://cbi.colorado.gov/sections/cjis-security/cjis-vendor-management-program/cjis-access-vendors>**
- Q5. Perimeter windows to be removed by CCD abatement contractor.  
A5. **All abatement to be performed by City.**
- Q6. I have a question about the VSS and the IVS, it states in the documents that Stone Security has been recommended for these two portions of the project. The question I have, are we allowed to bid the VSS and IVS as well?  
A6. **No. Stone Security will be providing this scope through a CCD Technology Services contract.**
- Q7. Please provide specifications for the new 35 KW generator at the Vehicle processing bldg.  
A7. **Specification section 26 3213.13 has been updated to include the new 35kW generator at the Vehicle Processing Building.**
- Q8. Please provide the manufacture of the existing 1250kW generator.  
A8. **Cummins 1250DFLC.**
- Q9. What is the project duration?  
A9. **365 days.**
- Q10. Drawing TT-00, Symbols = Is the ANALOG cable noted for Multifunction Printer, Elevator, and Fire Alarm Panel to be a category 6A cable? If not, what category do we install?  
A10. **Yes, the analog cable is the same cable as the rest of the project. Category 6A.**
- Q11. Is the structured cable contractor responsible for installing owner furnished WAP's?  
Q11. **Yes, the contractor shall install owner provided wireless access points. Category 6A.**
- Q12. Ladder Rack Assembly detail #1 on drawing TT-501 is different from Ceiling Hung Ladder Rack Detail #1 on drawing TT-502. Which one should we include in estimate?  
A12. **The ladder rack shall be center hung as reflected in detail 1 TT-505. And in the locations reflected in Detail 7 on TT-501.**
- Q13. Where is the Data Center located in the existing building? Will need to know the location in effort to verify backbone distances for IDF #133.  
A13. **See Attachment 2.**
- Q14. Drawing TT-102 Keynotes #19 and #20 state to install a 12 port and 24 port patch panel within room #160, are these to be mounted directly onto the wall or will an enclosure be required?  
A14. **A wall mount bracket will be required as this will be mounted directly to the wall.**
- Q15. Devices details on drawing TT-502 note category 6 cable and devices, just want to confirm this is a 6A project?  
A15. **All cabling shall be Cat 6A.**

- Q16. Security drawing TY-001, Responsibility Matrix shows the door contacts to be provided and installed by the Tel/data Contractor. Shouldn't this be Security Contractors responsibility?
- A16. Door contacts to be provided and installed by the Security Contractor.**
- Q17. What are the fiber requirements (type, strand count, term, etc..) for pole mount camera locations #217, #218, #221, #222, #224, #248, #282, and #314?
- A17. For the pole mount camera locations the basis of design was to use a product that meets or exceeds the Gamechanger OSP (see detail for C-64 page TY-505) cable or 6 strand single mode fiber. Reference Telecom specification 27 1323.13 Telecom Fiber Termination.**
- Q18. Drawing TY-102 shows cameras #118, #119, and #215 as existing to remain, do they get new cat 6A cabling?
- A18. Cameras do not get new cat 6A cabling.**
- Q19. Drawing TY-103 shows cameras #156, #157, and #216 as existing to remain, do they get new cat 6A cabling?
- A19. Cameras do not get new cat 6A cabling.**
- Q20. What will be the backbone and IDF requirements for the new Vehicle Processing Building #199 and which data closet will it feed from? There are none shown for the building and will be required to support ethernet devices. Will there be a wall mount cabinet required?
- A20. Only security is required for this space and this scope of connectivity shall be in the security bid.**
- Q21. Is it the structured cabling contractors responsibility to provide and install all patch cables?
- A21. Yes. Per specification SECTION 27 1619 TELECOM PATCH CORD all patch cords should be included in the LV contractor's scope.**
- Q22. Drawing TY-505, camera type C-64P detail states to use GAMECHANGER OSP CABLE, which is a category 6 cable, not 6A. Are we to use this cable or do we follow Telecom Copper Station Cable section 27-1513 specifications?
- A22. Use the detail for this type of camera due to distance.**
- Q23. Is the Structured Cabling Contractor responsible for ANY of the cat 6 cabling as listed on the AV TA-### drawings?
- A23. AV contractor is responsible for all CAT 6 cables and equipment. Structured Cabling is not responsible for AV systems.**
- Q24. A/V Equipment List on drawing TA-002 and specification section 27 4116 references cat 6 cable, cat 6 panels, and cat 6 connectors whereas the Telecom Copper Station Cable section 27-1513 lists 6A. Which of the specifications should be followed for the AV structured cable installation?
- A24. AV Systems use the equipment and cabling specified in 27 4116 and on the TA sheets.**
- Q25. Sheet C-04: NW corner of parking area that is not being milled and overlaid shows a new 8" PVC line that appears to connect to the adjacent property to the West. This scope is not included in the Plan & Profile sheets C-08, C-09. Please confirm this work in to be included in our scope and provide invert elevations for both end connections if it is. Are we to provide Manhole 15, and 18 as part of this work?
- A25. 8" PVC is an existing connection, MH 15 and MH 18 are existing, plans have been updated accordingly.**

- Q26. Sheet L-201, Civil Sheets: Landscape plan L-201 shows detail of surface material layout for the West Patio and East Entry, but there is no detailed grading plan in the civil documents for these areas. Please provide grading details for these locations.
- A26. Landscape grading sheets for the West Patio and East Entry have been provided. See attached.**
- Q27. Sheet A-100: General Site Plan Note 2 states to reference Details Sheet C-09 for fence and bollard details. Sheet C-09 is a Utility plan and does not have these details.
- A27. In notes 2 and 3, revise to reference C-10.**
- Q28. Sheet A-100: Note for 'Infill Fencing' at Northwest parking of building lot seems to contradict note at Paris St. and E. 45th Ave intersection stating, 'New K-4 Rated Fencing with Privacy Screening at Entire Perimeter'. Are we installing new K-4 fencing at entire perimeter of Building lot, and Northwest parking lot?
- A28. AD-100 shows the extent of existing fencing to be removed. The note for 'infill fencing' references the replacement of the existing personnel gate with fencing. The intent of the note at Paris St and 45th is to ensure that the entire perimeter of the parking area, after construction, is enclosed in either existing or new K-4 rated fencing.**
- Q29. Sheet GL-101, AD-100, A-100: Please confirm all areas of fence at existing 911 Communications Center that is to be removed.
- A29. AD-100 shows the extent of existing fencing to be removed.**
- Q30. Sheet A-100, Sheet A-501: Please confirm all security fence gate types for vehicle entries except for Gate G05 at West entry main Building parking are Tymetal Corp. Model TCG-4 rolling gates.
- A30. In the base bid, all new gates to Tymetal TCG-4. As part of bid alternate 3, gate G05 does not need to be K-4 rated.**
- Q31. Sheet A-100: Please confirm that base bid for G05 location is no gate.
- A31. Base bid for G05 is new Tymetal TCG-4 gate.**
- Q32. Sheet A-100: Please confirm North Existing Vehicle Access is to receive new Tymetal Corp. Model TCG-4 rolling gate. Gate is not identified on plan sheet.
- A32. Existing gates are to remain.**
- Q33. Sheet A-100: All line weight for parking lot striping is the same. Please confirm what areas of parking are to receive new striping.
- A33. Color version of sheet A-100 will be provided for clarity of line weights.**
- Q34. Please provide material information and specifications for Unit Pavers.
- A34. Specification 32 1400 – UNIT PAVING provided. See attached**
- Q35. Is it possible to designate a day or days for us to accompany subcontractors for a site visit to view the interior of the building?
- A35. No.**
- Q36. Please reference sheet A-408 details 6 & 7 call for EQ55. However, tag EQ55 is not shown in the schedule on sheet A-004. Please provided information about EQ55.
- A36. EQ55 is contractor furnished and installed under counter refrigerator. Basis of Design product to be Summit AL54 or equal.**



- Q37. Does the Community Rm 108 windows get a single blackout shade or dual shades w/ a light filtering & blackout shade?  
**A37. Single blackout shade.**
- Q38. Can the AISC certification be waived for this project? Shops will hold AISC standards; including special inspections.  
**A38. Requirement for AISC certification (Section 05 2100-2, 1.06, A.) can be waived.**
- Q39. Please clarify if this project has any specific site access requirements such as badging? Will it require background checks and/or drug screens?  
**A39. All employees working on site must be part of the CBI vendor program. Ref.: <https://cbi.colorado.gov/sections/cjis-security/cjis-vendor-management-program/cjis-access-vendors>**
- Q40. Please clarify the City and County's anticipated NTP date. With escalation cost and labor shortages being so volatile a start date can help mitigate this risk.  
**A40. January 2022.**
- Q41. We strongly suggest an escalation allowance to be held or set by the owner for bidding GCs to include in proposal cost. Material volatility being so great and completely out of the control of the bidding GCs; this risk mitigation would be extremely helpful to a successful project. These material escalation cost can be a major impact on our W/MBE trade partners also.  
**A41. Escalation will not be paid. Contractor should account for potential escalation in bid.**
- Q42. Please clarify what is required for a "protected entry" per note on sheet GL-100.  
**A42. Protected entry is a required egress for 911 staff and must remain open and safe.**
- Q43. Please clarify who will carry who cost for structured cabling, A/V and communications; owner or GC?  
**A43. GC shall carry the cost for structured cabling.**
- Q44. Note 12 on sheet C-01 states the GC is responsible repair all any and all Curb, Gutter and sidewalks that do not meet current City standards and/or ADA standards. Please clarify this scope of work. It is assume the GC will be responsible for damages done during construction and as noted on the plans.  
**A44. Note 12 on sheet C-01 added per comment from DOTI in SDP review, refer to approved transportation engineering plan for additional detail for ROW improvements.**
- Q45. Note on sheet C-02 states "Walk Striping and lighting to be determined"; please clarify what cost should be carried in the pricing?  
**A45. Cross walk striping, 18"x10' white crosswalk bar per ST DWG MO 16.2.2.2**
- Q46. C sheet C-03 notes "... done at Developer's cost." please clarify this is not a General Contractor's cost.  
**A46. Note from SDP Standard Notes, contractor scope shown on water plans in review now by Denver Water.**
- Q47. C sheet C-09 note 12 states reconstruction or additional precast manhole sections could be requested. With the hard bid delivery method it is assumed this cost, if required, will be performed under a change order. Please clarify.  
**A47. Additional precast manhole sections, if required by the City, will be incorporated via change order.**

- Q48. Please clarify the painting (if any) requirements at the Vehicle Processing Building and Trash Enclosure. It is assume there will be no exterior or interior paint at this areas.
- A48. all interior walls to be painted per sheets A-701 and A-702 unless otherwise noted. Per A-109, interior of Vehicle Processing Building to be painted P-06. Exterior of all CMU to receive fluid applied air barrier as noted.**
- Q49. The wage scale provided are for HIGHWAY AND HEAVY HIGHWAY RATES but, no building rates. Please provide building rates.
- A49. See Attachment 1 included in this Addendum.**
- Q50. In the Division 28 specs, it notes that VSS and ICS are to be provided and installed by Stone Security, would it be acceptable for our security team to include this in their base bid or as an alternate? Or should they exclude it from their proposal altogether?
- A51. Include this in the base bid.**
- Q52. Can the AISC certification requirement on the steel be waived for this project to allow for better contractor participation?
- A52. See A38 above.**
- Q53. What are the City & County of Denver's COVID-19 protocols for this project? Is mandatory masking and/or proof of vaccination for on-site personnel going to be required?
- A53. City consultants and contractors are responsible for compliance with applicable State of Colorado and City of Denver public health orders. City and State public health orders are issued and updated frequently and therefore consultants and contractors must regularly check for new orders and updates. Below are links to City pages that may be helpful. This is not an exhaustive list of resources and should be used only as a starting point for compliance efforts:**
- <https://www.denvergov.org/Government/COVID-19-Information/Public-Health-Orders-Response/Public-Health-Orders>
  - <https://www.denvergov.org/Government/COVID-19-Information/Public-Orders-Response/Response-Plans>
  - <https://www.denvergov.org/Government/COVID-19-Information/Guidance-Resources/Businesses/Employer-FAQ>
- Q54. Would Owner be willing to extend the bid deadline to Tuesday, November 2nd by 2pm?
- A54. No.**
- Q55. Does the City have a list of pre-qualified contractors to be utilized for the Division 27 scope(s) of work?
- A55. No.**
- Q56. Is LuTek an acceptable manufacturer for the window coverings scope of work? (*Substitution Request submitted previously*).
- A56. Bid what was specified.**
- Q57. Is Signworks an acceptable manufacturer for the signage scope of work?
- A57. Bid what was specified.**

- Q58. SECTION 32 0546 MISCELLANEOUS CARPENTRY FOR LANDSCAPING appears in the table of contents, but no .pdf file exists. Please provide.
- A58. **SECTION 32 0546 MISCELLANEOUS CARPENTRY FOR LANDSCAPING has been omitted and is not required.**
- Q59. Please confirm that bidders must be pre-qualified 2B over \$12m with the City & County of Denver.
- A59. **Confirmed.**
- Q60. What is the assumed project start date?
- A60. **January 2022.**
- Q61. Are costs associated with third party testing & inspections to be carried by the Owner or the GC? There are several areas in the project Specifications that appear to provide conflicting information as to the responsibility for testing services.
- A61. **Owner will contract third party testing separately and carry the cost.**
- Q62. There does not appear to be a spec section or plan sheet for erosion control. Please advise as to what is required for this project.
- A62. **Approved CASDP plans attached.**
- Q63. Is pavement section to be per specification section 321216 "Plant Mixed Asphalt Paving" or per options provided in the soils report?
- A63. **Pavement section to be per options provided in the soils report.**
- Q64. Please provide specification for unit pavers.
- A64. **Specification 32 1400 – UNIT PAVING provided.**
- Q65. Please clarify where if any colored concrete is required and what color is desired.
- A65. **Response: No color concrete is specified on the plans.**
- Q66. Reference plan notes state that this sheet is best viewed in color to distinguish fire rated & ballistic walls. Sheet was issued in black & white. Please provide the color version for reference. Sheet A-101
- A66. **Color plan attached to addendum.**
- Q66. Please confirm that all exposed sprinkler piping is to be painted. Sheet 2/FP-101
- A66. **Confirmed.**
- Q67. 1.01/A states, "Elastomeric roofing membrane, mechanically fastened conventional and adhered conventional application". Please clarify if roofing membrane is to be mechanically fastened or fully adhered. Specifications 07 53 00
- A67. **See paragraph 2.02, A.**
- Q68. Water repellent coatings specification indicates a prosoco sealer at exterior masonry surfaces. Masonry specification indicates ground faced CMU with integral clear acrylic face sealer. Will prosoco coatings be required at ground face CMU? Specifications 04 22 00 & 07 19 13
- A68. **Delete requirement for clear face sealer from Section 04 2200. Section 07 1913 covers water repellent coating requirements.**

- Q69. Key note #01 speaks to providing temporary restroom facilities for 911 Center Space to prevent any downtime. Please provide criteria for temporary restroom facility. Sheet GL-104
- A69. ADA Compliant Restroom Trailer with minimum of 3 toilets for each gender for one weeks duration.**
- Q70. Is the GC responsible for moving any furniture/equipment in the 911 Call Center as part of project phasing? Do any temporary partitions and/or protection of finishes need to be included for this work scope? Sheet GL-103
- A70. GC is not responsible for moving any furniture / equipment in the 911 call center as part of project phasing. Temporary partitions and protection of finishes shall be as necessary to not interrupt the operational 911 call center.**
- Q71. Please provide Alternate #4 landscaping plan.
- A71. Delete Alternate #4 from sheet G-001 and specification 01 2300 "ALTERNATES". Scope shown in documents is base bid.**
- Q72. Based on a January project start are the improvements to the west parking lot still expected to be completed in the first phase of the work?
- A72. Phasing of the work is the responsibility of the GC. The 911 center must remain open at all times and they will need areas for parking and access to the building.**
- Q73. Re: Gas Meter upsizing. Has City submitted applicable paperwork to Xcel Energy? Sheet GL-103
- A73. The city has not yet submitted this.**
- Q74. What does the note "extents of flooding pavement marking - style & type to be determined" pertain to? Please provide additional information. Sheet C-02.
- A74. Area of 2" asphalt mill and overlay to be restriped and pavement marking per arch dwgs**
- Q75. Sheet note lists "walk striping, lighting, to be determined". Please define this scope of work. Sheet C-07.
- A75. Cross walk striping, 18"x10' white crosswalk bar per ST DWG MO 16.2.2.2**
- Q76. What is the thickness of the existing building slab?
- A76. The original 1969 drawings specify a 4" thickness.**
- Q77. Details 1 & 2 note the vehicle processing building to be an alternate. Please confirm building to be included with Base Bid.Sheet S-101C.
- A77. Full building structure is to be included in Base Bid per G-001.**
- Q78. Please provide a total cubic yardage of flow fill at existing in-slab utilities to be assumed in base bid or provide a section cut of the chases to better determine overall dimensions. Sheet AD-101.
- A78. Assume 8 cubic yards.**
- Q79. General note states work to be done per manufacturer's warranty requirements. Please provide information as to the existing manufacturer. If roof is still under warranty, please provide contact information for installing contractor. Sheet A-104.
- A79. See Attachment 3.**

- Q80. Detail 1 has a note to provide internal structure as required. Please provide detail related to internal structure. Per conversation, specified signage manufacturer(s) are not willing to provide engineering. Sheet A-010
- A80. Internal structure required in the documents is for the integrity of the sign, not for the structure related to the building. Sign manufacturer to provide internal components as required to eliminate oil canning and to maintain integrity of the sign itself.**
- Q81. Please confirm that all FF&E shown on Sheet A-107 is to be provided by OWNER. Sheet A-107.
- A81. FFE is owner provided and installed unless otherwise noted elsewhere in the documents.**
- Q82. Per job walk it was noted that existing sealants at exterior windows may contain asbestos. Please confirm these windows will be abated and boarded up by abatement contractor under separate contract.
- A82. Confirmed, owner will provide this scope.**
- Q83. Re: Detail 2. Please provide detail for guard rails noted at the automatic doors. Sheet A-202
- A83. See A201 and A406 attached.**
- Q84. Are engineered shop drawings required for the light gauge framing?
- A84. Yes, per the General Notes paragraph on Deferred Submittals on sheet S-002.**
- Q85. Can as-builts of the existing fire sprinkler system be provided?
- A85. No, at this point they were not able to be located.**
- Q86. Will Owner set up a job walk for sub-contractors to review existing conditions?
- A86. No. Job walk was advertised for the morning of September 27.**
- Q87. Per the RCP drawing, it references blackout shades at Community Rm 108 and light filtering shades at all other exterior windows. Specification section 122400 does reference Single & Dual Manual Roller Shades. Does the Community Rm 108 windows get a single blackout shade or dual shades w/ a light filtering & blackout shade?
- A87. See A37 above.**
- Q88. re: Drawing TT-00, Symbols = Is the ANALOG cable noted for Multifunction Printer, Elevator, and Fire Alarm Panel to be a category 6A cable? If not, what category do we install?
- A88. Yes, the analog cable is the same cable as the rest of the project. Category 6A.**
- Q89. Is the structured cable contractor responsible for installing owner furnished WAP's?
- A89. Yes, the contractor shall install owner provided wireless access points. Category 6A.**
- Q90. Re: Ladder Rack Assembly detail #1 on drawing TT-501 is different from Ceiling Hung Ladder Rack Detail #1 on drawing TT-502. Which one should we include in estimate?
- A90. The ladder rack shall be center hung as reflected in detail 1 TT-505. And in the locations reflected in Detail 7 on TT-501.**
- Q91. Where is the Data Center located in the existing building? Will need to know the location in effort to verify backbone distances for IDF #133.
- A91. See A13 above. Reference attachment 2.**

- Q92. Drawing TT-102 Keynotes #19 and #20 state to install a 12 port and 24 port patch panel within room #160, are these to be mounted directly onto the wall or will an enclosure be required?
- A92. A wall mount bracket will be required as this will be mounted directly to the wall.**
- Q93. Devices details on drawing TT-502 note category 6 cable and devices, just want to confirm this is a 6A project?
- A93. All cabling shall be Cat 6A.**
- Q94. Re: Security drawing TY-001, Responsibility Matrix shows the door contacts to be provided and installed by the Tel/data Contractor. Shouldn't this be Security Contractors responsibility?
- A94. See A16 above.**
- Q95. What are the fiber requirements (type, strand count, term, etc..) for pole mount camera locations #217, #218, #221, #222, #224, #248, #282, and #314?
- A95. See A17 above.**
- Q96. Drawing TY-102 shows cameras #118, #119, and #215 as existing to remain, do they get new cat 6A cabling?
- A96. See A18 above.**
- Q97. Drawing TY-103 shows cameras #156, #157, and #216 as existing to remain, do they get new cat 6A cabling?
- A97. See A19 above.**
- Q98. What will be the backbone and IDF requirements for the new Vehicle Processing Building #199 and which data closet will it feed from? There are none shown for the building and will be required to support ethernet devices. Will there be a wall mount cabinet required?
- A98. It is our understanding that security is required for this space and this scope of connectivity is in the security bid.**
- Q99. Is it the structured cabling contractors responsibility to provide and install all patch cables?
- A99. Yes. Per specification SECTION 27 1619 TELECOM PATCH CORD all patch cords should be included in the LV contractor's scope.**
- Q100. Drawing TY-505, camera type C-64P detail states to use GAMECHANGER OSP CABLE, which is a category 6 cable, not 6A. Are we to use this cable or do we follow Telecom Copper Station Cable section 27-1513 specifications?
- A100. See A22 above.**
- Q101. Is the Structured Cabling Contractor responsible for ANY of the cat 6 cabling as listed on the AV TA-### drawings?
- A101. No. The AV contractor is responsible for all AV related data cabling and equipment.**
- Q102. 15.A /V Equipment List on drawing TA-002 and specification section 27 4116 references cat 6 cable, cat 6 panels, and cat 6 connectors whereas the Telecom Copper Station Cable section 27-1513 lists 6A. Which of the specifications should be followed for the AV structured cable installation?
- A102. AV Systems use the equipment and cabling specified in 27 4116 and on the TA sheets.**



- Q103. Is there a list of pre-approved and/or required vendors for the security and detention equipment scopes of work?  
**A103. No.**
- Q104. Please provide specifications for the new 35 KW generator at the Vehicle processing bldg.  
**A104. Specification section 26 3213.13 has been updated to include the new 35kW generator at the Vehicle Processing Building.**
- Q105. Please provide the manufacture of the existing 1250kW generator.  
**A105. Cummins 1250DFLC.**
- Q106. Please clarify alternate #4. If the alternate is not accepted, what goes in the location of the landscaped area(s).  
**A106. Delete Alternate #4 from sheet G-001 and specification 01 2300 "ALTERNATES". Scope shown in documents is base bid.**
- Q107. Please confirm alternate #4 just includes the East entry landscaping.  
**A107. Delete Alternate #4 from sheet G-001 and specification 01 2300 "ALTERNATES". Scope shown in documents is base bid.**
- Q108. Does alternate #4 include just landscaping or also the site furnishings, unit pavers, and other surface treatments?  
**A108. Delete Alternate #4 from sheet G-001 and specification 01 2300 "ALTERNATES". Scope shown in documents is base bid.**
- Q109. Please provide a specification for fluid applied air barriers noted on 2/A201.  
**A109. See 07 1913.**
- Q110. Where is spec 071913 Water Repellant used? Is this included with alternate #2?  
**A110. 07 1913 is the fluid applied air barrier for use on the exterior CMU.**
- Q111. Can the AISC certified fabricator requirement in section 051200 part 1.06A be removed in order to facilitate greater small/diverse Subcontractor participation?  
**A111. See A38 above.**
- Q112. Please confirm whether building construction prevailing wage scales should be used in lieu of Highway and Heavy Construction wage scale?  
**A112. See A1 above.**
- Q113. The West parking lot has what appears to be a salt barn/shed on-site. Will this be removed by others prior to construction?  
**A113. Confirmed this will be moved by others prior to construction.**
- Q114. Please provide a spec for lightning protection referenced on E103.  
**A114. Refer to specification section 264113 Lightning Protection for Structures.**
- Q115. Please provide a room finish schedule.  
**A115. Please see finish plans, enlarged plans, and interior elevations.**

Q116. Per note 1/A104 please provide existing roof warranty information.

**A116. See answer to question 79 see Attachment 3.**

Q117. Does general note 1/A104 apply to the building addition?

**A117. Note references existing building.**

Q118. L-002 calls to “mitigate based on fee determined by city forester”. Please clarify.

**A118. Mitigation of removed trees is determined by the canopy loss formula as determined by the City Forester. This cost is typically covered by the owner as a part of project costs. Confirm with owner.**

Q119. Per environmental notes on G-005 is a site assessment available? Is any asbestos anticipated during excavation or soil disturbing activity?

**A119. Not at this time. No.**

Q120. Is the asbestos report for the building available?

**A120. Not at this time.**

Q121. The soils report recommends removing and replacing all existing fills below foundations and 2’ below slabs and pavements. The material specifications for structural fill says they can consist of on-site soils. Is the intent to remove, export, and replace fills with imported material or to over-excavate, and recondition existing on-site soils including fills?

**A121. See detail 1/S-003.**

Q122. Plans call out a 2’3” metal detector, which is not ADA compliant. Please confirm the internal width of the metal detector.

**A122. Specification 11 1453 “PEDESTRIAN METAL DETECTORS”, paragraph 2.02, B.3. Revise to read “Interior Width: 32-inch nominal opening width to allow for wheelchair access”.**

Q123. Please confirm quantity and location of metal evidence lockers EQ08, and EQ09.

**A123. See Z-102 for location of evidence lockers (Tiffin catalog number referenced on interior elevation coordinates with equipment schedule).**

Q124. Please confirm quantity and location of Weapons Clearing Port, Evidence Drying Cabinet.

**A124. Weapons Clearing Port to be counter mounted, to north countertop in Weapons Maintenance room 159.**

Q125. Please provide locations for corner guard installation.

**A125. Provide and install corner guards at 25 locations to be confirmed by the architect during construction.**

Q126. Per conversation with BendPak regarding the Vehicle Lift, the information in the contract documents is incomplete and they are unable to provide pricing.

The Vehicle Lift listed on Sheet A-004 is listed as a BendPak XR-12000L. Please provide specific model number so that BendPak can provide pricing as they have several options available in the XR-12000L series.

Additionally, the project specifications (14 4523) note a BendPak PCL-18B Portable lift which is a different product all-together from the XR-12000L option. Per conversation with BendPak, more

information is needed to allow them to price the PCL-18B portable lift, depending on which product is required for this project.

**A126. Provide BendPak XR-12000L. Per discussion with Sales Representative, no additional information is required for pricing.**

Q 127. Sheet C-03: West parking area near trash enclosure and West Patio shows a retaining wall with TW and BW elevations. Please provide section of this retaining wall for construction type, and any details necessary for bidding.

**A127. We are currently working on footing and wall details. Material will be standard grey block masonry on 12" deep footing, 3'-0" below grade.**

Q128. Specification Section 01 2300, Alternate #4: Alternate is to provide new landscaping along 45th Avenue per the landscape drawings. This information is not included in the current set of landscape plans, please provide drawing for Alternate #4.

**A128. Delete Alternate #4 from sheet G-001 and specification 01 2300 "ALTERNATES". Scope shown in documents is base bid.**

Q129. Sheet C-02, Referencing C-10, A-100, A-501, the K-rated fencing shown on the sheet sits directly on the parcel's boundary lines and it's foundations would extend onto the adjoining properties and ROW by at least 1'-6" (Ref. 1/A-501). Some municipalities require that the entire foundation be situated on the owner's property. If this is true here, the parking spaces and aisles will be compromised.

**A129. Provide fencing as shown.**

Q130. Sheet C-09: One of the large pine trees noted to be protected on Sheet L-002 sits directly on top of the proposed 3" water line. Should this tree be removed as well?

**A130. Tree to remain.**

Q131. There are several notes in the Civil documents that are noted as TBD or are not quantifiable. Example 1: Sheet C-02, General Note 12. We have no way of knowing how much curb & gutter and/or sidewalk do not meet current City Standards for bidding purposes. Example 2: Sheet C-07, 'Walk Striping, Lighting, to be determined'. Please provide quantities for these and all items noted as TBD or are not quantifiable in the civil documents.

**A131. Refer to approved transportation engineering plan, attached, for additional detail for ROW improvements, cross walk striping, 18"x10' white crosswalk bar per ST DWG MO 16.2.2.2.**

Q132. Please provide a paving plan showing where new paving will be 5.5" and 7.0". Currently there is not designation for either in the plans.

**A132. Pavement section to be per options provided in the soils report.**

Q133. Will there be a blower door test required?

**A133. Air barrier testing will be provided by the Owner's commissioning agent.**

Q134. Reference S-101C, the foundation plan and the roof plan are noted as "Alternate". Are we correct to assume that these are to be included in the Base Scope, there is no mention of an Alternate for this structure? Please clarify.

**A134. Full building structure is to be included in Base Bid per G-001.**

Q135. Reference A-411, the trash enclosure shows Openings 198A & 198B as HM doors & frames. These openings are not indicated on the door schedule on A-001. Please add the specifics for these openings to the door schedule.

**A135. See revised sheet A-001.**

Q136. Reference P-101, this drawing indicates a trench drain (TD-1) in Sallyport / Decon 153. The Architectural and structural drawings do not indicate a slope to drain. Please clarify.

**A136. Concrete slab on grade to be sloped to trench drain.**

Q137. A-701 and A702 Floor Finish Plans have several areas with either missing or partially hidden floor finish tags. Please clarify floor finishes.

**A137. See updated sheet A-701 and A-702.**

Q138. Finish Floor "CON-01 Polished Concrete" is not shown on the A-701 or A-702; please confirm areas of polished concrete.

**A138. Finish plan note 2: All floors to be polished concrete UNO.**

Q139. Spec Section 10 2013 – Miscellaneous Police Specialties lists "Evidence Drying Cabinets". The cabinets do not appear to be shown on the drawings. Please advise as to where/how many cabinets (DC1 & DC2) required for this project.

**A139. Evidence Drying Cabinets not required.**

Q140. Spec Section 10 2013 – Can design team review/verify model numbers on products listed in this section are correct and current? There are several products that we've reached out to the various manufacturers to obtain pricing only to be told the model number does not exist or is the product is no longer available.

**A140. Incorporate the following revision to 10 2013 "Miscellaneous Police Specialties":**

- **Paragraph 2.02, delete in its entirety. Transaction window to be Baffle Window identified in paragraph 2.01.**
- **Paragraph 2.03.A, Revise model to read "RMDT-1012, TE-DT-NR-1W".**
- **Paragraph 2.07, delete in its entirety.**

Q141. What should be assumed for the foundation design associated with the barrier arm in Alternate #01? There does not appear to be a detail to price in the documents.

**A141. Footing design shall be per manufacturers. Reference manufacturer website.**

Q142. Does CCD TS have any standards that should be followed for division 27?

**A142. Reference attachment 4.**

#### **REVISIONS TO SPECIFICATIONS - Attachment 5**

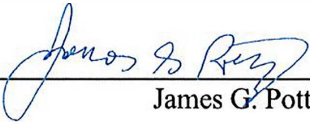
1. Add Section 01 5639 "TREE RETENTION AND PROTECTION", attached.
2. Add Section 26 3213.13 "DIESEL ENGINE DRIVEN GENERATOR SETS", attached.
3. Add Section 32 0190 "LANDSCAPE MAINTENANCE", attached.
4. Add Section 32 1116 "AGGREGATE BASE COURSE", attached.
5. Add Section 32 1316 "LANDSCAPE CAST-IN-PLACE CONCRETE", attached.
6. Add Section 32 1400 "UNIT PAVING", attached.
7. Add Section 32 1540 "CRUSHED STONE PAVING", attached.
8. Add Section 32 3300 "SITE FURNISHINGS", attached.
9. Add Section 32 9113 "SOIL PREPARATION", attached.
10. Add Section 32 9120 "TOPSOIL", attached

11. Add Section 32 9300 "TREES, PLANTS, GROUNDCOVERS", attached.
12. Add Section 33 4231 "SUBDRAINAGE SYSTEMS FOR LANDSCAPING", attached.

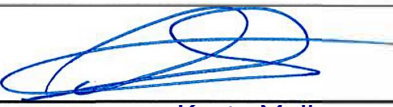
**REVISIONS TO DRAWINGS - Attachment 6**

1. Drawing A-001
  - A. Doors 198A and 198B added to door schedule.
2. Drawing A-004
  - A. Undercounter refrigerator added to equipment schedule
3. Drawing A-100
  - A. Drawing provided in color for clarity.
  - B. Reference to Civil drawings revised.
4. Drawing A-101
  - C. Drawing provided in color for clarity.
5. Drawing A-201
  - D. Information related to rails at power operated doors provided.
6. Drawing A-406
  - E. Information related to rails at power operated doors provided.
7. Drawing A-701
  - F. Floor finish in shower and changing rooms provided.
  - G. Finish tags adjusted for clarity.
8. Drawing A-702
  - H. Floor finish in shower and changing rooms provided.
  - I. Finish tags adjusted for clarity.

This **ADDENDUM** shall be attached to, become a part of, and be returned with the Bid Proposal.

  
\_\_\_\_\_  
James G. Potter, City Engineer

10/15/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kevin Mallowney Contractor

10/20/2021  
\_\_\_\_\_  
Date

**CITY AND COUNTY OF DENVER**

**STATE OF COLORADO**



**DENVER**  
**THE MILE HIGH CITY**

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Bid Documents Package**

**Contract Number: 202160233**

**Police District 5 Replacement**

**September 15, 2021**



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

**TABLE OF CONTENTS FOR CONTRACT DOCUMENTS**

| <b><u>BID FORM AND SUBMITTAL PACKAGE</u></b>  | <b><u>PAGE</u></b> |
|---|--------------------|
| Package (returned separately and incorporated as part of these contract documents)  |                    |
| Table of Contents .....   | BF-1               |
| Bidder's Checklist.....   | BF-2               |
| Bid Form and Submittal Package Acknowledgment Form .....                            | BF-4               |
| Bid Form.....   | BF-6               |
| 1A - List of Proposed Subcontractors, and/or Subconsultants, and/or Suppliers ..... | BF-10              |
| List of Proposed Minority/Women Business Enterprise(s) .....                        | BF-11              |
| Commitment to MWBE Participation .....  | BF-14              |
| Letter(s) of Intent.....  | BF-15              |
| Bid Bond.....   | BF-16              |
| Workforce Development Certification .....   | BF-17              |
| Diversity and Inclusiveness in City Solicitations Form .....                        | BF-18              |
| <br><b><u>BID DOCUMENTS</u></b>   |                    |
| Table of Contents .....   | BDP-1              |
| Notice of Invitation for Bids.....  | BDP-2              |
| Instructions to Bidders.....  | BDP-4              |
| Equal Employment Opportunity Provisions.....  | BDP-14             |
| Appendix A.....   | BDP-18             |
| Appendix F .....  | BDP-20             |
| Contract Form.....  | BDP-30             |
| Index of the General Contract Conditions.....                                       | BDP-37             |
| Special Contract Conditions .....   | BDP-42             |
| Contractor's Certification of Payment (Sample).....                                 | BDP-46             |
| Performance and Payment Bond Form.....  | BDP-54             |
| Performance and Payment Bond Surety Authorization Letter (Sample).....              | BDP-56             |
| Notice to Apparent Low Bidder (Sample).....   | BDP-57             |
| Notice to Proceed (Sample).....   | BDP-59             |
| Certificate of Contract Release (Sample) .....                                      | BDP-60             |
| Final/Partial Release and Certificate of Payment (Sample) .....                     | BDP-61             |
| DEDO's Target Zip Code Map (Exhibit A) .....  | BDP-62             |
| <br>Prevailing Wage Rate Schedule .....   | <br>14 pages       |
| Technical Specifications.....   | 1,281 pages        |
| Contract Drawings.....  | 225 pages          |

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**CITY AND COUNTY OF DENVER  
NOTICE OF INVITATION FOR BIDS  
FOR CONTRACT NO. 202160233**

**POLICE DISTRICT 5 REPLACEMENT**

**BID SCHEDULE:  
11:00 a.m., Local Time  
October 28, 2021**

Bids will be received and accepted via the online electronic bid service, [www.QuestCDN.com](http://www.QuestCDN.com). Bids must be submitted via QuestCDN no later than **October 28, 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.

**Elevate Denver** is a 10-year, \$937 million general obligation bond program approved by voters in 2017, that will enhance the City and County of Denver by providing critical improvements to the City's infrastructure – improving our roads, sidewalks, parks, recreation centers, libraries, cultural centers, public-owned buildings and safety facilities. More information can be found at [www.denvergov.org/elevatedenver](http://www.denvergov.org/elevatedenver).

**Workforce Development Program.** Workforce development programs promote economic growth through the coordination of public, private, and nonprofit sector resources to support a combination of education and training services to prepare individuals for work and to help them improve their prospects for entering and succeeding in the labor market. To accomplish this, workforce development policies and programs may be focused on individual training and education, societal economic stability and growth, or skills training needed by employers to help organizations remain competitive in a global marketplace.

DEDO currently determines which language and requirements a project will pursue, based on number of factors, including but not limited to, approximate threshold of Construction Contract Value (+/- \$10M), political interests, trade evaluations in the project vicinity, and other.

**GENERAL STATEMENT OF WORK:**

Scope of work includes construction activities on two distinct sites. The primary site includes build out of an existing core and shell space to house Denver Police Department District 5; an addition for sallyport, holding cells, and storage; new entry and plaza; and related site work and security fencing. The secondary site (west lot) includes construction of a stand alone vehicle processing facility, and related site work including mill and overlay of asphalt and security fencing. The existing core and shell space is shared with City and County of Denver 911 operations center, which is a critical operation running 24 hours a day, 7 days a week. Careful planning of construction sequencing is required to ensure that 911 operations are not be disrupted for the duration of construction.

**ESTIMATED CONSTRUCTION COST:**

The estimated cost of construction for this project is between \$9,200,000.00 and \$10,200,000.00.

**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](http://www.work4denver.com). To download digital Contract Documents at a

cost of \$15 per download, reference eBid Document Number #8022842. Contact QuestCDN at 952-233-1632 or [info@questcdn.com](mailto: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 23, 2021**. The teleconference call-in number and conference ID can be found on the project page at [www.work4denver.com](http://www.work4denver.com).

**OPTIONAL SITE VISIT:**

An optional site visit will be held for this Project between **7:00 a.m. and 9:00 a.m.**, on **September 27, 2021**. All questions asked during the walk-through will need to be submitted in writing by the question deadline date and will not be answered on site to [doti.procurement@denvergov.org](mailto:doti.procurement@denvergov.org).

**DEADLINE TO SUBMIT QUESTIONS:** October 5, 2021 by 10:00 a.m. local time.

**PREQUALIFICATION REQUIREMENTS:**

Each bidder must be prequalified in category **2B - OCCUPIED BUILDINGS** at or above the **\$12,000,000.00** 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](mailto: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](http://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:

**19% 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](http://www.work4denver.com).

Publication Dates: September 15, 16, 17, 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](http://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](http://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 the City notifies the Apparent Low Bidder, the successful bidder shall 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. The City will prepare the Contract Documents by incorporating all of the documents submitted by the Apparent Low Bidder into an executable contract, which the Apparent Low Bidder will sign electronically.

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 WORKFORCE DEVELOPMENT PROGRAM.**

Workforce development programs promote economic growth through the coordination of public, private, and nonprofit sector resources to support a combination of education and training services to prepare individuals for work and to help them improve their prospects for entering and succeeding in the labor market. To accomplish this, workforce development policies and programs may be focused on individual training and education, societal economic stability and growth, or skills training needed by employers to help organizations remain competitive in a global marketplace.

### **IB-29 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](http://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](mailto:doti.procurement@denvergov.org).



**IB-30 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<br>(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                        |

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**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

EEO-2

**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

EEO-3

**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

EEO-4

**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:

| <b>GOALS FOR MINORITY PARTICIPATION<br/>FOR EACH TRADE</b> | <b>GOALS FOR FEMALE PARTICIPATION<br/>FOR EACH TRADE</b> |
|--|--|
| 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).

<sup>1</sup>"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

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

- a. 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

3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.
  
4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.
  
5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, 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. 202160233**

**POLICE DISTRICT 5 REPLACEMENT**

**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,

**W.E. O'NEIL CONSTRUCTION CO.  
229 VALLEJO STREET  
DENVER, COLORADO 80223**

**WITNESSETH**, commencing on **September 15, 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><b>CONTRACT NO. 202160233</b></p> <p><b>POLICE DISTRICT 5 REPLACEMENT</b></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 and 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 **LUMP SUM**, the total estimated cost thereof being **(Twelve Million Two Hundred Fifty One Thousand Eight Hundred Sixty Dollars and No Cents (\$12,251,860.00))**. 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 REQUIREMENT**

This 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 **20.66%**, 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. WORKFORCE REQUIREMENTS**

**16.1 Objectives Pilot Program.** The City is committed to developing and implementing a Pilot Workforce Program for this project that will increase outreach, training, job opportunities and employment of people in economically disadvantaged areas and populations. In addition, the City is committed to addressing shortages in qualified construction workers generally and in Targeted Categories by increasing the number of apprentices and pre-apprentices.

**16.2 Targeted Categories.** “Targeted Categories” are the Targeted Areas and Targeted Populations defined below.

**16.3 Targeted Areas.** “Targeted Areas” are economically disadvantaged areas of the City identified by zip code on the map attached as **Exhibit A.**



**16.4 Targeted Populations.** “Targeted Populations” are:

**16.4.1 Veterans** - A “Veteran” is any person who has served any amount of time in any branch of the United States Armed Forces.

**16.4.2 Formerly Incarcerated Individuals** – A “Formerly Incarcerated Individual” is anyone incarcerated for any amount of time because of a felony conviction.

**16.4.3 TANF recipients** – Individuals who have been Temporary Assistance for Needy Families (“TANF”) Recipients within the last two years.

**16.4.4 History of Homelessness** – People have a History of Homelessness if they are living in a place not meant for human habitation, in an emergency shelter, in transitional housing or are exiting an institution where they temporarily resided. People who lose their primary nighttime residence, which may include a motel or hotel, or a doubled-up situation also have a History of Homelessness. Individuals who are or have in the past two years lived in public or private shelters, transitional housing have a History of Homelessness.

**16.4.5 Exiting the foster care system** - Individuals who attest that they have aged out of the foster care system, or who have attained 16 years of age and left foster care for kinship, guardianship or adoption qualify as having exited the foster care system whether or not they return to their foster families before turning 18.

**16.4.6 Graduates of pre-apprentice programs approved by Denver Construction Careers Pilot (“DCCP”)** in partnership with WORKNOW (as defined below in **16.9**).

**16.5 Apprenticeship.**

**16.5.1 Overall Apprenticeship Requirement:** Fifteen percent (15%) of Construction Hours will be performed by apprentices in registered apprenticeship programs (“Overall Apprenticeship Requirement”).

**16.5.2 Targeted Category Requirement:** Twenty-five percent (25%) of the Overall Apprenticeship Requirement that are performed by Colorado residents will be performed by apprentices in registered apprenticeship programs who reside in Targeted Areas or that are from Targeted Populations (“Targeted Category Requirement”).

**16.5.3 First Year Apprentice Requirement:** Twenty-five percent (25%) of the Overall Apprenticeship Requirement will be performed by first year apprentices in registered apprenticeship programs (“First Year Apprenticeship Requirement”).

**16.5.4** Apprentices may be counted in all applicable categories for purposes of meeting the requirements in **16.5.1, 16.5.2 and 16.5.3.**

**16.5.5** “Construction Hours” are the hours of every worker, mechanic or other laborer employed by Contractor or its subcontractors in the work of construction, alteration, improvement, maintenance or demolition as documented in LCPtracker.

**16.6 Failure to Achieve Overall Apprenticeship Requirements.**

**16.6.1** Contractor must exercise good faith efforts to meet or exceed the Overall Apprenticeship Requirement. Contractor's failure to deliver this scope item and achieve the stated Overall Apprenticeship Requirement as established by the apprentice work hours reflected in LCPtracker (or its replacement if LCPtracker is replaced) will result in a reduction in payment to Contractor. If Contractor does not meet or exceed the Overall Apprenticeship Requirement at Substantial Completion, the City will reduce Contractor's final payment by \$29 for each hour of apprentice work not achieved as reflected by LCPtracker up to a maximum of 0.299% of the Contract Value. Contractor's final payment shall not be reduced if it negotiates and DCCP approves a compliance plan.

**16.7 Workforce Coordinator.** The Contractor shall identify a Workforce Coordinator who will be the central point of contact for Workforce issues.

**16.8 Workforce Plan.** The Contractor shall have an ongoing obligation to coordinate with the DCCP Workforce team to prepare and comply with a Workforce Plan that addresses the Workforce requirements detailed in this Section and the underlying Bid Documents package incorporated herein. Such Workforce Plan may be periodically updated, as may be necessary, upon the consent of the DCCP Workforce team.

**16.9 Workforce Platform.** The Contractor shall utilize the City's common workforce platform ("WORKNOW") and coordinate its workforce efforts with any supporting program.

**16.10 Reporting Requirements.** The Contractor shall provide at least quarterly reports of progress meeting specific goals consistent with the objectives of the Pilot Workforce Program, including without limitation, data on the number of outreach events and job fairs participated in or attended, information about where such outreach events and job fairs were held, who sponsored the events, and number of people hired at and or as a result of participating in the events. Reports shall be provided to the DCCP Workforce team.

**17. 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

DOTI-202160233-00  
W.E. O'Neil Construction Co.

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-202160233-00  
W.E. O'Neil Construction Co.

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

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

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

ATTEST: [if required]

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

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

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

Contract Control Number:  
Contractor Name:

DOTI-202160233-00  
W.E. O'Neil Construction Co.

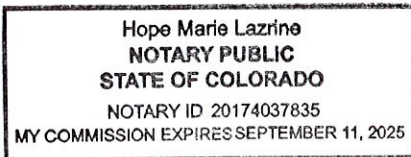
By: 

Name: MATT HOSTER  
(please print)

Title: EXECUTIVE VICE PRESIDENT  
(please print)

ATTEST: [if required]

By: 



Name: Hope Marie Lazrine  
(please print)

Title: office Administrator  
(please print)

**STANDARD SPECIFICATIONS FOR CONSTRUCTION  
GENERAL CONTRACT CONDITIONS**

**INDEX**

**TITLE 1**

|                                 |          |
|---------------------------------|----------|
| <b>DEFINITIONS.....</b>         | <b>1</b> |
| 101 CITY.....                   | 1        |
| 102 CONTRACT.....               | 1        |
| 103 CONTRACT AMOUNT.....        | 1        |
| 104 CONTRACT DOCUMENTS.....     | 1        |
| 105 CONTRACT TIME.....          | 1        |
| 106 CONTRACTOR.....             | 2        |
| 107 CONTRACTOR PERSONNEL.....   | 2        |
| 108 DAYS.....                   | 2        |
| 109 DEPUTY MANAGER.....         | 2        |
| 110 DESIGNER.....               | 2        |
| 111 FINAL COMPLETION.....       | 2        |
| 112 MANAGER.....                | 3        |
| 113 PRODUCT DATA.....           | 3        |
| 114 PROJECT.....                | 3        |
| 115 PROJECT MANAGER.....        | 3        |
| 116 SAMPLES.....                | 3        |
| 117 SHOP DRAWINGS.....          | 3        |
| 118 SUBCONTRACTOR.....          | 3        |
| 119 SUBSTANTIAL COMPLETION..... | 3        |
| 120 SUPPLIER.....               | 4        |
| 121 WORK.....                   | 4        |

**TITLE 2**

|  |          |
|--|----------|
| <b>CITY ADMINISTRATIVE ORGANIZATIONS; LINE OF AUTHORITY.....</b> | <b>5</b> |
| 201 DEPARTMENT OF AVIATION.....                                  | 5        |
| 202 MANAGER OF AVIATION.....                                     | 5        |
| 203 DEPARTMENT OF PUBLIC WORKS.....                              | 5        |
| 204 MANAGER OF PUBLIC WORKS.....                                 | 5        |
| 205 BUILDING INSPECTION.....                                     | 5        |
| 206 ZONING.....  | 5        |
| 207 DIVISION OF SMALL BUSINESS OPPORTUNITY.....                  | 6        |
| 208 CITY AUDITOR.....  | 6        |
| 209 MANAGER OF FINANCE.....                                      | 6        |
| 210 CITY ATTORNEY.....   | 6        |
| 211 OFFICE OF RISK MANAGEMENT.....                               | 6        |
| 212 CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY.....        | 6        |
| 213 CITY’S COMMUNICATION WITH THE CONTRACTOR.....                | 7        |

**TITLE 3**

|   |          |
|---|----------|
| <b>CONTRACTOR PERFORMANCE AND SERVICES.....</b>                 | <b>8</b> |
| 301 CONSIDERATION<br>(CONTRACTOR’S PROMISE OF PERFORMANCE)..... | 8        |
| 302 NOTICE TO PROCEED AND COMPLETION OF THE WORK.....           | 8        |
| 303 EXACT CONTRACTOR PERFORMANCE.....                           | 8        |
| 304 SUBSTITUTED PERFORMANCE.....                                | 8        |
| 305 WORK PERFORMED UNDER ADVERSE<br>WEATHER CONDITIONS.....     | 9        |

|     |   |    |
|-----|---|----|
| 306 | WORKING HOURS AND SCHEDULE .....  | 9  |
| 307 | CONTRACTOR'S SUPERINTENDENT .....   | 10 |
| 308 | COMMUNICATIONS .....  | 10 |
| 309 | CONTRACTOR SUBMITTALS<br>AND OTHER WRITTEN COMMUNICATIONS TO THE CITY .....         | 10 |
| 310 | COMPETENCE OF CONTRACTOR'S WORK FORCE .....   | 11 |
| 311 | NO EMPLOYMENT OF ILLEGAL ALIENS<br>TO PERFORM WORK UNDER THE CONTRACT .....         | 11 |
| 312 | CONDUCT OF CONTRACTOR'S PERSONNEL .....   | 12 |
| 313 | SUGGESTIONS TO CONTRACTOR .....   | 12 |
| 314 | WORK FORCE .....  | 12 |
| 315 | CONSTRUCTION MACHINES AND STANDBY EQUIPMENT .....                                   | 13 |
| 316 | CUTTING AND PATCHING THE WORK .....   | 13 |
| 317 | PERMITS AND LICENSES .....  | 13 |
| 318 | CONSTRUCTION SURVEYS .....  | 14 |
| 319 | PRESERVATION OF PERMANENT<br>LAND SURVEY CONTROL MARKERS.....                       | 14 |
| 320 | TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES,<br>MATERIALS, AND PROCESSES .....      | 15 |
| 321 | PROJECT SIGNS .....   | 15 |
| 322 | PUBLICITY AND ADVERTISING .....   | 16 |
| 323 | TAXES .....   | 16 |
| 324 | DOCUMENTS AND SAMPLES AT THE SITE.....  | 17 |
| 325 | CLEANUP DURING CONSTRUCTION.....  | 17 |
| 326 | SANITARY FACILITIES .....   | 18 |
| 327 | POWER, LIGHTING, HEATING, VENTILATING,<br>AIR CONDITIONING AND WATER SERVICES ..... | 18 |

**TITLE 4**

|   |           |
|---|-----------|
| <b>CONTRACT DOCUMENTS (DRAWINGS AND TECHNICAL SPECIFICATIONS) .....</b>             | <b>19</b> |
| 401 CONTRACT DOCUMENTS - REVIEW AND INTERPRETATION .....                            | 19        |
| 402 OWNERSHIP OF CONTRACT DRAWINGS<br>AND TECHNICAL SPECIFICATIONS.....             | 20        |
| 403 CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS<br>ISSUED TO THE CONTRACTOR..... | 20        |
| 404 REQUESTS FOR INFORMATION OR CLARIFICATION.....                                  | 21        |
| 405 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.....                                    | 21        |
| 406 SUBSTITUTION OF MATERIALS AND EQUIPMENT .....                                   | 22        |

**TITLE 5**

|                                    |           |
|------------------------------------|-----------|
| <b>SUBCONTRACTS .....</b>          | <b>24</b> |
| 501 SUBCONTRACTS.....              | 24        |
| 502 SUBCONTRACTOR ACCEPTANCE ..... | 24        |

**TITLE 6**

|  |           |
|--|-----------|
| <b>TIME OF COMMENCEMENT AND COMPLETION.....</b>                      | <b>27</b> |
| 601 BEGINNING, PROGRESS AND TIME OF COMPLETION .....                 | 27        |
| 602 LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS;<br>ACTUAL DAMAGES..... | 27        |
| 603 DELAY DAMAGES .....  | 28        |

|  |           |
|--|-----------|
| <b>TITLE 7</b>   |           |
| <b>COOPERATION, COORDINATION AND RATE OF PROGRESS .....</b>                    | <b>29</b> |
| 701 COOPERATION WITH OTHER WORK FORCES .....                                   | 29        |
| 702 COORDINATION OF THE WORK.....  | 30        |
| 703 COORDINATION OF PUBLIC CONTACT.....  | 30        |
| 704 RATE OF PROGRESS.....  | 30        |
| <br>   |           |
| <b>TITLE 8</b>   |           |
| <b>PROTECTION OF PERSONS AND PROPERTY .....</b>                                | <b>32</b> |
| 801 SAFETY OF PERSONS.....   | 32        |
| 802 PROTECTIVE DEVICES AND SAFETY PRECAUTIONS .....                            | 33        |
| 803 PROTECTION OF PROPERTY AND WORK IN PROGRESS .....                          | 33        |
| 804 PROTECTION OF MUNICIPAL, PUBLIC SERVICE<br>OR PUBLIC UTILITY SYSTEMS ..... | 34        |
| 805 PROTECTION OF STREET AND ROAD SYSTEM .....                                 | 35        |
| 806 PROTECTION OF DRAINAGE WAYS.....   | 36        |
| 807 PROTECTION OF THE ENVIRONMENT.....   | 36        |
| 808 HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES.....                       | 37        |
| 809 ARCHAEOLOGICAL AND HISTORICAL DISCOVERIES.....                             | 37        |
| <br>   |           |
| <b>TITLE 9</b>   |           |
| <b>COMPENSATION .....</b>  | <b>38</b> |
| 901 CONSIDERATION (CITY’S PROMISE TO PAY) .....                                | 38        |
| 902 PAYMENT PROCEDURE .....  | 38        |
| 903 SCHEDULE OF VALUES IN LUMP SUM CONTRACTS .....                             | 39        |
| 904 UNIT PRICE CONTRACTS.....  | 39        |
| 905 PROGRESS PERIOD.....   | 39        |
| 906 APPLICATIONS FOR PAYMENT .....   | 40        |
| 907 RELEASES AND CONTRACTORS<br>CERTIFICATIONS OF PAYMENT .....                | 41        |
| 908 RETAINAGE .....  | 41        |
| 909 ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS .....                          | 42        |
| 910 FINAL ESTIMATE AND PAYMENT .....   | 43        |
| 911 ACCOUNTING OF COSTS AND AUDIT.....   | 43        |
| <br>   |           |
| <b>TITLE 10</b>  |           |
| <b>WAGE.....</b>   | <b>45</b> |
| 1001 PREVAILING WAGE ORDINANCE .....   | 45        |
| 1002 POSTING OF THE APPLICABLE WAGE RATES .....                                | 45        |
| 1003 RATE AND FREQUENCY OF WAGES PAID.....                                     | 45        |
| 1004 REPORTING WAGES PAID .....  | 45        |
| 1005 FAILURE TO PAY PREVAILING WAGES .....                                     | 46        |
| <br>   |           |
| <b>TITLE 11</b>  |           |
| <b>CHANGES IN THE WORK, CONTRACT PRICE OR CONTRACT TIME .....</b>              | <b>47</b> |
| 1101 CHANGE ORDER.....   | 47        |
| 1102 CITY INITIATED CHANGES .....  | 47        |
| 1103 CONTRACTOR CHANGE REQUEST.....  | 48        |
| 1104 ADJUSTMENT TO CONTRACT AMOUNT .....                                       | 51        |
| 1105 TIME EXTENSIONS.....  | 54        |



|  |           |
|--|-----------|
| <b>TITLE 12</b>  |           |
| <b>CONTRACTOR CLAIMS FOR ADJUSTMENT AND DISPUTES.....</b>                | <b>56</b> |
| 1201 NOTICE OF INTENT TO CLAIM .....                                     | 56        |
| 1202 SUBMITTAL OF CLAIMS .....   | 56        |
| 1203 WAIVER OF CLAIMS .....  | 58        |
| <br>   |           |
| <b>TITLE 13</b>  |           |
| <b>DISPUTES.....</b>   | <b>59</b> |
| 1301 DISPUTES.....   | 59        |
| <br>   |           |
| <b>TITLE 14</b>  |           |
| <b>SITE CONDITIONS .....</b>   | <b>60</b> |
| 1401 DIFFERING SITE CONDITIONS.....                                      | 60        |
| 1402 SITE INSPECTIONS AND INVESTIGATIONS.....                            | 60        |
| <br>   |           |
| <b>TITLE 15</b>  |           |
| <b>PERFORMANCE AND PAYMENT BONDS .....</b>                               | <b>62</b> |
| 1501 SURETY BONDS .....  | 62        |
| 1502 PERFORMANCE BOND.....   | 62        |
| 1503 PAYMENT BOND.....   | 62        |
| <br>   |           |
| <b>TITLE 16</b>  |           |
| <b>INSURANCE AND INDEMNIFICATION .....</b>                               | <b>63</b> |
| 1601 INSURANCE .....   | 63        |
| 1602 DEFENSE AND INDEMNIFICATION .....                                   | 63        |
| <br>   |           |
| <b>TITLE 17</b>  |           |
| <b>INSPECTION AND DEFECTS.....</b>                                       | <b>64</b> |
| 1701 CONSTRUCTION INSPECTION BY THE CITY .....                           | 64        |
| 1702 AUTHORITY OF INSPECTORS .....                                       | 64        |
| 1703 OBSERVABLE DEFECTS .....  | 64        |
| 1704 DEFECTS - UNCOVERING WORK .....                                     | 64        |
| 1705 LATENT DEFECTS .....  | 65        |
| 1706 REMOVAL OF DEFECTIVE MATERIALS AND WORK .....                       | 65        |
| <br>   |           |
| <b>TITLE 18</b>  |           |
| <b>WARRANTIES, GUARANTEES AND CORRECTIVE WORK.....</b>                   | <b>66</b> |
| 1801 CONTRACTOR’S WARRANTIES, GUARANTEES<br>AND CORRECTION OF WORK ..... | 66        |
| 1802 PERFORMANCE DURING WARRANTY PERIOD .....                            | 67        |
| <br>   |           |
| <b>TITLE 19</b>  |           |
| <b>SUBSTANTIAL COMPLETION OF THE WORK.....</b>                           | <b>69</b> |
| 1901 CONTRACTOR’S NOTICE OF SUBSTANTIAL COMPLETION .....                 | 69        |
| 1902 INSPECTION AND PUNCH LIST.....                                      | 69        |
| 1903 CERTIFICATE OF SUBSTANTIAL COMPLETION .....                         | 69        |
| 1904 RIGHT OF EARLY OCCUPANCY OR USE .....                               | 69        |
| <br>   |           |
| <b>TITLE 20</b>  |           |
| <b>FINAL COMPLETION AND ACCEPTANCE OF THE WORK .....</b>                 | <b>71</b> |
| 2001 CLEAN-UP UPON COMPLETION .....                                      | 71        |
| 2002 FINAL COMPLETION AND ACCEPTANCE OF THE WORK .....                   | 71        |
| 2003 FINAL SETTLEMENT .....  | 71        |

|   |           |
|---|-----------|
| <b>TITLE 21</b>   |           |
| <b>SUSPENSION OF WORK.....</b>  | <b>74</b> |
| 2101 SUSPENSION OF WORK.....  | 74        |
| 2102 SUSPENSION OF THE WORK FOR THE<br>CITY’S CONVENIENCE .....                     | 74        |
| 2103 SUSPENSION BECAUSE OF ORDER OF CITY, STATE<br>OR FEDERAL COURT OR AGENCY ..... | 75        |
| 2104 SUSPENSION RESULTING FROM CONTRACTOR’S<br>FAILURE TO PERFORM.....              | 75        |
| <br><b>TITLE 22</b>   |           |
| <b>CITY’S RIGHT TO TERMINATE THE CONTRACT .....</b>                                 | <b>76</b> |
| 2201 TERMINATION OF CONTRACT FOR CAUSE .....  | 76        |
| 2202 TERMINATION OF CONTRACT<br>FOR CONVENIENCE OF THE CITY .....                   | 77        |
| <br><b>TITLE 23</b>   |           |
| <b>MISCELLANEOUS PROVISIONS.....</b>  | <b>80</b> |
| 2301 PARTIES TO THE CONTRACT.....   | 80        |
| 2302 FEDERAL AID PROVISIONS.....  | 80        |
| 2303 NO WAIVER OF RIGHTS .....  | 80        |
| 2304 NO THIRD PARTY BENEFICIARY .....   | 80        |
| 2305 GOVERNING LAW; VENUE .....   | 81        |
| 2306 ABBREVIATIONS .....  | 81        |
| 2307 STATUTE OF LIMITATIONS IN C.R.S. § 13-80-102(1)(h) .....                       | 81        |

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**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, (5<sup>th</sup> floor), Denver, CO 80202. The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available at: <https://www.denvergov.org/content/denvergov/en/contract-administration/contractor-resources.html> *Transportation Standards and Details for the Engineering Division* and the Wastewater Management Division – *Standard Detail Drawings*, are available at <http://www.denvergov.org>.

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

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

**SC-2 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:**

|                        |             |                  |
|------------------------|-------------|------------------|
| <u>Project Manager</u> |             | <u>Telephone</u> |
| Matt Young             |             | 303.726.6810     |
| <u>Consultant</u>      | <u>Name</u> | <u>Telephone</u> |
| Handprint Architecture | Tom Wuertz  | 303.917.8722     |

**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 15, 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](mailto: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 \$750.00 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 | Matt Young  | 303.726.6810     |

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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



**City and County of Denver**  
**Contractor's/Consultant's Certification of Payment (CCP)**

|                                 |                   |                          |                  |
|---------------------------------|-------------------|--------------------------|------------------|
| Prime Contractor or Consultant: |                   | Phone:                   | Project Manager: |
| Pay Application #:              | Pay Period:       | Amount Requested:        |                  |
| Contract #:                     | Project Name:     |                          |                  |
| Current Completion Date:        | Percent Complete: | Prepared By:             |                  |
| Original Contract Amount:       |                   | Current Contract Amount: |                  |

|                                   |                    |                       | A                        | B   | C   | D   | E                   | F                           |
|-----------------------------------|--------------------|-----------------------|--------------------------|---|---|---|---------------------|-----------------------------|
| Prime/Subcontractor/Supplier Name | Contracted to:     | M/W/S/<br>DBE/<br>NON | Original Contract Amount | Current Contract Amount<br>including Amendments | Requested Amount of this<br>Pay Application | Amount Paid on the<br>Previous Pay<br>Application # | Net Paid<br>To Date | Paid %<br>Achieved<br>(G/I) |
| General Contractor                | City of Denver     | MBE                   |                          |   |   |   |                     |                             |
| Self Performed                    | n/a                |                       |                          |   |   |   |                     |                             |
| Subcontracted                     | n/a                |                       |                          |   |   |   |                     |                             |
| Sub1 - 1st Tier                   | General Contractor |                       |                          |   |   |   |                     |                             |
| Sub2 - 1st Tier                   | General Contractor |                       |                          |   |   |   |                     |                             |
| Self Performed                    | n/a                |                       |                          |   |   |   |                     |                             |
| Sub 1 - 2nd Tier                  | Sub 2 - 1st Tier   |                       |                          |   |   |   |                     |                             |
| Sub 3 - 1st Tier                  | General Contractor |                       |                          |   |   |   |                     |                             |
| Self Performed                    | n/a                |                       |                          |   |   |   |                     |                             |
| Sub 2 - 2nd Tier                  | Sub 3 - 1st Tier   |                       |                          |   |   |   |                     |                             |
| Self Performed                    | n/a                |                       |                          |   |   |   |                     |                             |
| Sub 1 - 3rd Tier                  | Sub 2 - 2nd Tier   |                       |                          |   |   |   |                     |                             |
|                                   |                    |                       |                          |   |   |   |                     |                             |
|                                   |                    |                       |                          |   |   |   |                     |                             |
|                                   |                    |                       |                          |   |   |   |                     |                             |
|                                   |                    |                       |                          |   |   |   |                     |                             |
|                                   |                    |                       |                          |   |   |   |                     |                             |
|                                   |                    |                       |                          |   |   |   |                     |                             |
|                                   |                    |                       |                          |   |   |   |                     |                             |
|                                   |                    |                       |                          |   |   |   |                     |                             |
|                                   |                    |                       |                          |   |   |   |                     |                             |
|                                   |                    |                       |                          |   |   |   |                     |                             |
| <b>Totals</b>                     |                    |                       | \$ -                     | \$ -  | \$ -  | \$ -  | \$ -                | 0%                          |

The undersigned certifies that the information contained in this document is true, accurate and that the payments shown have been made to all subcontractors and suppliers used on this project and listed herein. Please use an additional form, if more space is necessary.

Prepared By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_



## 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:

**1.2.1.1.** 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..

**1.2.1.2.** 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.

**1.2.1.3.** 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.

**1.2.1.4.** 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.

**1.2.1.5.** 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.

**1.2.1.6.** 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]**

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned W.E. O'Neil Construction  
Company of Colorado  
a corporation organized and existing under and by virtue of the laws of the State of Delaware,  
hereafter referred to as the "Contractor", and Continental Casualty Company  
a corporation organized and existing under and by virtue of the laws of the State of Illinois  
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY  
AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the  
"City", in the penal sum of **Twelve Million Two Hundred Fifty One Thousand Eight Hundred Sixty Dollars  
and No Cents (\$12,251,860.00)**, lawful money of the United States of America, for the payment of which sum,  
well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly  
and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing  
all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to  
do, perform and complete the construction of **Contract No. 202160233 - Police District 5 Replacement**, Denver,  
Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages,  
all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the  
Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this   1st   day of   February  , 20   22  .

W.E. O'Neil Construction Company of Colorado

**Contractor**

By:     Todd A. Gura    

**President**

Continental Casualty Company

**Surety**

By:     Amy C. Homer    

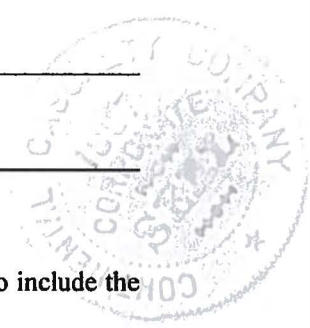
**Attorney-In-Fact**

Amy C. Homer

Attest:

    [Signature]    

**Secretary**



(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**



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

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Robert H Walker, Kenneth J Cuvala, David L. Jennings, H Donald Peterson, Amy C Homer, Philip C Reimer, Doug P O'Neill, George F Manikas Jr, Individually**

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 15th day of July, 2021.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of July, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 1st day of February, 2022



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

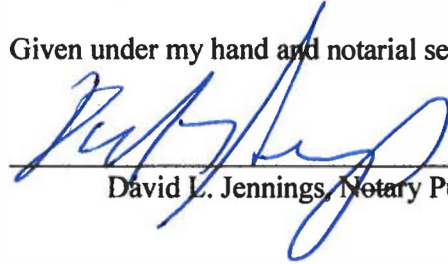
Form F6853-4/2012

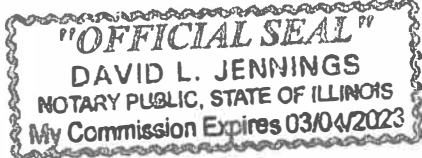
Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

STATE OF Illinois  
COUNTY OF Lake

I, David L. Jennings Notary Public of Lake County, in the State of Illinois, do hereby certify that Amy C. Homer Attorney-in-fact, of the Continental Casualty Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Continental Casualty Company for the uses and purposes therein set forth.

Given under my hand and notarial seal in said County, this 1st day of February.

  
\_\_\_\_\_  
David L. Jennings, Notary Public



THE **ROCKWOOD** COMPANY  
20 N Wacker Drive ♦ Suite 600 ♦ Chicago, IL 60606-2806

**D. L. Jennings**

Senior Vice President

Phone: (312) 621-2277

Fax: (312) 366-3799

Email: [djennings@rockwoodco.com](mailto:djennings@rockwoodco.com)

January 5, 2022

City and County of Denver  
Department of Transportation and Infrastructure  
201 West Colfax Avenue, Dept 608  
Denver, CO 80202

Re: Contract No.: 202160233  
Project Name: Police District 5 Replacement  
Contract Amount: \$12,251,860.00  
Performance and Payment Bond No.: 30140011

Dear Assistant City Attorney:

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at 312/621-2304 and/or email me at [ahomer@rockwoodco.com](mailto:ahomer@rockwoodco.com).

Sincerely,



Amy C. Homer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/10/2022

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

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

| <b>PRODUCER</b><br>Willis Towers Watson Midwest, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | <b>CONTACT NAME:</b> Willis Towers Watson Certificate Center<br><b>PHONE (A/C. No. Ext):</b> 1-877-945-7378 <b>FAX (A/C. No.):</b> 1-888-467-2378<br><b>E-MAIL ADDRESS:</b> certificates@willis.com   |                               |        |   |       |  |       |   |       |                   |  |                   |  |                   |  |
|--|---|-------------------------------|--------|---|-------|--|-------|---|-------|-------------------|--|-------------------|--|-------------------|--|
| <b>INSURED</b><br>W.E. O'Neil Construction Company<br>229 Vallejo Street<br>Denver, CO 80223                                   | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td><b>INSURER B:</b> XL Specialty Insurance Company</td> <td style="text-align: center;">37885</td> </tr> <tr> <td><b>INSURER C:</b> Steadfast Insurance Company</td> <td style="text-align: center;">26387</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> Zurich American Insurance Company | 16535 | <b>INSURER B:</b> XL Specialty Insurance Company | 37885 | <b>INSURER C:</b> Steadfast Insurance Company | 26387 | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
| INSURER(S) AFFORDING COVERAGE  | NAIC #  |                               |        |   |       |  |       |   |       |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> Zurich American Insurance Company  | 16535   |                               |        |   |       |  |       |   |       |                   |  |                   |  |                   |  |
| <b>INSURER B:</b> XL Specialty Insurance Company   | 37885   |                               |        |   |       |  |       |   |       |                   |  |                   |  |                   |  |
| <b>INSURER C:</b> Steadfast Insurance Company  | 26387   |                               |        |   |       |  |       |   |       |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>  |   |                               |        |   |       |  |       |   |       |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>  |   |                               |        |   |       |  |       |   |       |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>  |   |                               |        |   |       |  |       |   |       |                   |  |                   |  |                   |  |

**COVERAGES** **CERTIFICATE NUMBER: W23739910** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | Y         | Y        | GLO 2978893-21  | 03/31/2021              | 03/31/2022              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> AUTOS ONLY  | Y         | Y        | BAP-2978895-21  | 03/31/2021              | 03/31/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  | Y         | Y        | US00065058LI21A | 03/31/2021              | 03/31/2022              | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>No | N/A      | WC 3533103-21   | 03/31/2021              | 03/31/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |
| C        | <b>Professional/Pollution Liability</b>  |           |          | EOC 1167538-03  | 06/16/2021              | 06/16/2022              | Each Claim: \$1,000,000<br>Aggregate: \$2,000,000   |

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

SEE ATTACHED

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>City and County of Denver<br>Department of Transportation & Infrastructure<br>201 W. Colfax Avenue, Dept. 608<br>Denver, CO 80202 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br> |
|--|--|



**ADDITIONAL REMARKS SCHEDULE**

|  |  |   |  |
|--|--|---|--|
| AGENCY<br>Willis Towers Watson Midwest, Inc. |  | NAMED INSURED<br>W.E. O'Neil Construction Company<br>229 Vallejo Street<br>Denver, CO 80223 |  |
| POLICY NUMBER<br>See Page 1                  |  | NAIC CODE<br>See Page 1   |  |
| CARRIER<br>See Page 1                        |  | EFFECTIVE DATE: See Page 1  |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: CONTRACT - 202160233 - Police District 5 Replacement

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers (is/are) included as Additional Insured(s) with respect to Commercial General Liability, Auto Liability and Umbrella/Excess Liability if and only if required by written contract or agreement.

Pollution Liability policy(ies) shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of the additional insureds with respect to Commercial General Liability, Auto Liability, Umbrella/Excess Liability, Workers Compensation as permitted by law if and only if required by written contract or agreement and Pollution Liability,

INSURER AFFORDING COVERAGE: Zurich American Insurance Company NAIC#: 16535  
 POLICY NUMBER: MBR 7122365-01      EFF DATE: 03/31/2021      EXP DATE: 03/31/2022

| TYPE OF INSURANCE: | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|--------------------|--------------------|---------------|
| Builders Risk      | Limit:             | \$5,000,000   |
|                    | In Transit:        | \$2,500,000   |
|                    | Temporary Storage: | \$2,500,000   |



**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: **202160233**  
Project Name: **Police District 5 Replacement**  
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](http://www.denvergov.org/doti)

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



**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 28, 2021**, for work to be done and materials to be furnished in and for:

**CONTRACT 202160233 - Police District 5 Replacement**

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 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.

**NOTICE TO APPARENT LOW BIDDER**  
CONTRACT NO. 202160233  
Page 2

Dated at Denver, Colorado this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

CITY AND COUNTY OF DENVER

By \_\_\_\_\_  
Executive Director  
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/dot](http://www.denvergov.org/dot)

**311 | [POCKETGOV.COM](http://POCKETGOV.COM) | [DENVERGOV.ORG](http://DENVERGOV.ORG) | DENVER 8 TV**





**NOTICE TO PROCEED  
(SAMPLE)**

Current Date

Name  
Company  
Street  
City/State/Zip

**CONTRACT NO. 202160233 - Police District 5 Replacement**

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 202160233, 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/doti](http://www.denvergov.org/doti)

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



**Certificate of Contract Release**  
**202160233 - Police District 5 Replacement**

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](mailto: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](http://www.denvergov.org/doti)

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

**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: \_\_\_\_\_

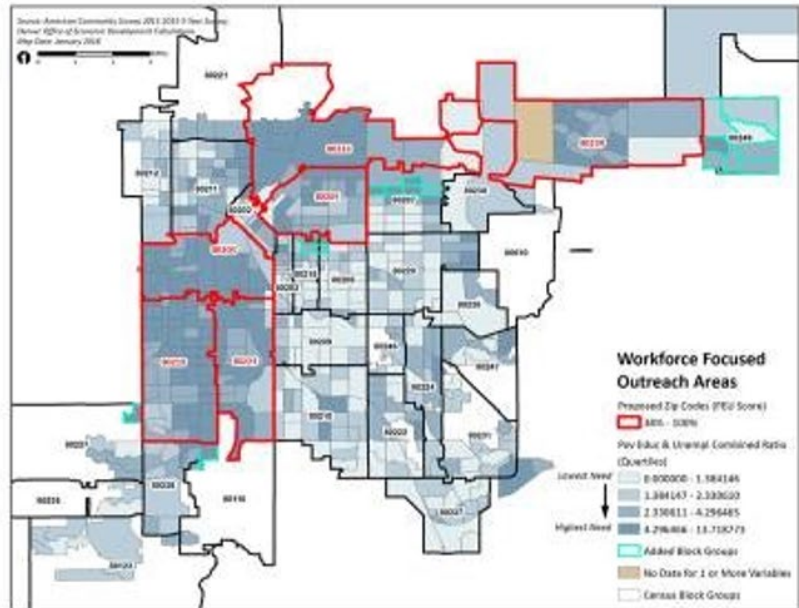
# Exhibit A

## Workforce Focused Outreach Areas

DEDO Target Zip Codes:  
80204, 80205, 80207,  
80216, 80219, 80223,  
80239, 80249

Adjoining blocks and areas of highest need:

- Low education attainment
- Higher poverty levels
- Higher unemployment



**CITY AND COUNTY OF DENVER**

**STATE OF COLORADO**



**DENVER**  
**THE MILE HIGH CITY**

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Prevailing Wage Rates**

**Contract Number: 202160233**

**Police District 5 Replacement**

**September 15, 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](http://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](http://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<br>(Wheel Mounted, under 3/4<br>yds), Hydraulic Backhoe<br>(Backhoe/Loader<br>combination), Drill Rig<br>Caisson (smaller than<br>Watson 2500 and similar),<br>Loader (up to and<br>including 6 cu. yd.)..... | \$ 28.25 | 10.70   |
| (3)-Loader (under 6 cu.<br>yd.)<br>Denver County.....   | \$ 28.25 | 10.70   |
| (3)-Motor Grader (blade-<br>rough)<br>Douglas County.....   | \$ 28.25 | 10.70   |
| (4)-Crane (50 tons and<br>under), Scraper (single<br>bowl, under 40 cu. yd).....  | \$ 28.40 | 10.70   |
| (4)-Loader (over 6 cu. yd)<br>Denver County.....  | \$ 28.40 | 10.70   |
| (5)-Drill Rig Caisson<br>(Watson 2500 similar or<br>larger), Crane (51-90<br>tons), Scraper (40 cu.yd<br>and over),.....  | \$ 28.57 | 10.70   |
| (5)-Motor Grader (blade-<br>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<br>Signal Installation).....   | \$ 35.13 | 6.83    |
| FENCE ERECTOR (Excludes<br>Link/Cyclone Fence Erection).....   | \$ 13.02 | 3.20    |
| GUARDRAIL INSTALLER.....   | \$ 12.89 | 3.20    |
| HIGHWAY/PARKING LOT<br>STRIPING:Painter  |          |         |
| Denver.....  | \$ 12.62 | 3.21    |
| Douglas.....   | \$ 13.89 | 3.21    |
| IRONWORKER, REINFORCING<br>(Excludes Guardrail<br>Installation).....   | \$ 16.69 | 5.45    |
| IRONWORKER, STRUCTURAL<br>(Includes Link/Cyclone Fence<br>Erection, Excludes Guardrail<br>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-<br>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<br>Up/Moves Barrels, Cones,<br>Install Signs, Arrow<br>Boards and Place<br>Stationary Flags) (Excludes<br>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<br>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 &<br>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)**

| <b>Classification</b>   |                                  | <b>Base</b> | <b>Fringe</b> |
|---|----------------------------------|-------------|---------------|
| Guard Rail Installer  |                                  | \$13.00     | \$3.20        |
| Highway Parking Lot Striping:<br>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(<br>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<br>(Tunnels Above and Below<br>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<br>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.



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification and Compensation Analyst Staff  
**DATE:** July 26, 2021  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, July 23, 2021** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20210002  
Superseded General Decision No. CO20200002  
Modification No. 2  
Publication Date: 07/23/2021  
(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 \$15.00 to comply with the city's minimum wage. The effective date is July 1, 2021. 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](http://www.denvergov.org/humanresources)

"General Decision Number: CO20210002 07/23/2021

Superseded General Decision Number: CO20200002

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

#### HEAVY 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](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/01/2021       |
| 1                   | 03/05/2021       |
| 2                   | 07/23/2021       |

ASBE0028-001 07/01/2019

Rates

Fringes

Asbestos Workers/Insulator  
(Includes application of

all insulating materials,  
 protective coverings,  
 coatings and finishings to  
 all types of mechanical  
 systems).....\$ 32.98 14.73

---

BRCO0007-004 01/01/2019

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 29.52 | 10.48   |

---

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 25.88 | 10.34   |

---

ELEC0012-004 06/01/2019

PUEBLO COUNTY

|   | Rates    | Fringes  |
|---|----------|----------|
| ELECTRICIAN                                   |          |          |
| Electrical contract over<br>\$1,000,000.....  | \$ 27.50 | 12.50+3% |
| Electrical contract under<br>\$1,000,000..... | \$ 24.85 | 12.50+3% |

---

ELEC0068-001 06/01/2020

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

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 38.00 | 16.97   |

---

ELEC0111-001 09/01/2020

|                    | Rates    | Fringes     |
|--------------------|----------|-------------|
| Line Construction: |          |             |
| Groundman.....     | \$ 22.04 | 24.25%+6.80 |

|                              |          |             |
|------------------------------|----------|-------------|
| Line Equipment Operator..... | \$ 35.61 | 24.25%+6.80 |
| Lineman and Welder.....      | \$ 49.45 | 24.25%+6.80 |

---

ELEC0113-002 06/01/2020

EL PASO COUNTY

|                  | Rates    | Fringes  |
|------------------|----------|----------|
| ELECTRICIAN..... | \$ 33.25 | 3%+15.75 |

---

ELEC0969-002 06/01/2019

MESA COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 25.20 | 10.06   |

---

ENGI0009-001 05/01/2020

|   | Rates    | Fringes |
|---|----------|---------|
| Power equipment operators:  |          |         |
| Blade: Finish.....  | \$ 30.37 | 11.15   |
| Blade: Rough.....   | \$ 30.37 | 11.15   |
| Bulldozer.....  | \$ 30.37 | 11.15   |
| Cranes: 50 tons and under..   | \$ 30.20 | 11.15   |
| Cranes: 51 to 90 tons.....  | \$ 30.47 | 11.15   |
| Cranes: 91 to 140 tons.....   | \$ 31.55 | 11.15   |
| Cranes: 141 tons and over...  | \$ 33.67 | 11.15   |
| Forklift.....   | \$ 29.67 | 11.15   |
| Mechanic.....   | \$ 30.53 | 11.15   |
| Oiler.....  | \$ 29.29 | 11.15   |
| Scraper: Single bowl<br>under 40 cubic yards.....   | \$ 30.20 | 11.15   |
| Scraper: Single bowl,<br>including pups 40 cubic<br>yards and over and tandem<br>bowls..... | \$ 30.37 | 11.15   |
| Trackhoe.....   | \$ 30.20 | 11.15   |

---

IRON0024-003 11/01/2020

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 32.00 | 12.01   |
| Structural                  |          |         |

---

LABO0086-001 05/01/2009

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



Laborers:

Pipelayer.....\$ 18.68 6.78

-----  
PLUM0003-005 06/01/2020

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

Rates Fringes

PLUMBER.....\$ 43.63 16.67

-----  
PLUM0058-002 07/01/2018

EL PASO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

-----  
PLUM0058-008 07/01/2018

PUEBLO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

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

MESA COUNTY

Rates Fringes

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

-----  
PLUM0208-004 01/01/2021

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

Rates Fringes

PIPEFITTER.....\$ 39.10 13.77

-----  
\* SHEE0009-002 07/01/2021

Rates Fringes

Sheet metal worker.....\$ 36.45 20.15

-----  
TEAM0455-002 07/01/2020

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Truck drivers:             |          |         |
| Pickup.....                | \$ 22.66 | 4.42    |
| Tandem/Semi and Water..... | \$ 23.29 | 4.42    |

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

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

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

**Office of Human Resources  
Supplemental Rates  
(Specific to the Denver Projects)  
(Supp #74, Revised: 07-01-2021)**

| <b>Classification</b>   |                                  | <b>Base</b> | <b>Fringe</b> |
|---|----------------------------------|-------------|---------------|
| Ironworker  | Ornamental                       | \$24.80     | \$10.03       |
| Laborer   | Group 1                          | \$18.18     | \$8.27        |
|   | Group 2                          | \$21.59     | \$8.61        |
| Laborer (Common)  |                                  | \$15.00     | \$2.92        |
| Laborer (Flagger)   |                                  | \$15.00     | \$3.80        |
| Laborer (Landscape)   |                                  | \$15.00     | \$3.21        |
| Laborer (Janitor)   | Janitor/Yardmen                  | \$17.68     | \$8.22        |
| Laborer (Asbestos)  | Removal of Asbestos              | \$21.03     | \$8.55        |
| Laborer (Tunnel)  | Group 1                          | \$18.53     | \$8.30        |
|   | Group 2                          | \$18.63     | \$8.31        |
|   | Group 3                          | \$19.73     | \$8.42        |
|   | Group 4                          | \$21.59     | \$8.61        |
|   | Group 5                          | \$19.68     | \$8.42        |
| 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       |
| 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       |
| 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       |
| 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       |

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



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

FROM: Ryland Feno, OHR Compensation and Classification

DATE: August 19, 2021

SUBJECT: Latest Update to Prevailing Wage Schedules

Please find an attachment to this memorandum of all the current Office of Human Resources Prevailing Wage Schedules issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c). This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced.

Modification No. 159  
Publication Date: August 19, 2021  
(12 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. The employer and the individual apprentice must be registered in a program, which has received prior approval by the U.S. Department of Labor. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

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

## APPLIANCE MECHANIC

**Effective Date:** 02-18-21

Last Revision: 05-16-19

\*OHR pulled the wages in February of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|-----------------------|-----------------------|---------------------|
| Appliance Mechanic    | \$23.21               | \$7.22              |

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, exercise equipment and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include: traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

Note: This position does not perform installations done at new construction.

## BUILDING ENGINEER

**Effective Date:** 09-17-20

Last Revision: 08-15-19

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|-----------------------|-----------------------|---------------------|
| Building Engineer     | \$32.50               | \$8.29              |

This classification of work is responsible for operating, monitoring, maintaining/repairing the facilities mechanical systems to ensure peak performance of the systems. This includes performing P.M. and repair work of the building mechanical systems, inspecting, adjusting, and monitoring the building automation and life safety systems, contacting vendors and place order replacement parts, responding to customer service requests and performing maintenance/repairs I tenant or public spaces, performing routine P.M. i.e. light plumbing and electrical repairs, ballast lamp and tube replacement, operating mechanical systems both on site and via a remote laptop computer, maintaining inventory of spare parts and tools, painting and cleaning mechanical equipment and machine rooms, etc.

## CONVEYANCE SYSTEM MAINTENANCE SERIES

**Effective Date:** 11-19-20

Last Revision: 09-19-19

| <u>Classification</u>          | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|--------------------------------|-----------------------|---------------------|
| Entry-Support Mechanic         | \$22.65               | \$7.15              |
| Machinery Maintenance Mechanic | \$27.66               | \$7.73              |
| Controls System Technician     | \$30.11               | \$8.01              |

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification was previously listed as Baggage Handling System Maintenance. The title of the series has been changed to be inclusive of other types of similar work.

### **Entry Support Mechanic**

The Entry Support Mechanic (ESM) applies basic mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Under supervision of a Machinery Maintenance Mechanic (MMM) or Control Systems Technician (CRO), the ESM performs cleaning, routine inspections, preventive, corrective and emergency maintenance based on an established maintenance program. The ESM clears jams and faults and may physically move items during failures.

### **Machinery Maintenance Mechanic**

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Performs cleaning of all parts of the system, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the system based on an established maintenance program. The MMM shall inspect all equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician (CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears jams and faults in the system and may physically move items during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the system and running reports, communicating faults in the system using a radio and telephone, and communicating with stakeholders. The MMM performs on-site training of ESM.

### **Controls System Technician**

The Control Systems Technician (CST) applies advanced technical knowledge to perform maintenance and operational tasks on a conveyance system. Performs all duties assigned to an MMM in addition to the following routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance of complex components within the system based on an established maintenance program. The CST is responsible for resolving difficult controls, electrical and mechanical problems. The CST troubleshoots, repairs, replaces, and rebuilds complex electro-mechanical systems and conveyor components including but not limited to; programmable logic controllers, input and output modules, electrical switches, variable frequency drives, 110V AC and 24V DC controls devices, automatic tag readers, electrical control panels, 110V - 480V AC components and motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized mechanical and electrical tools. The CST reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The CST clears mechanical, electrical and controls faults, jams and may physically move items during failures. The CST performs on-site training and competency evaluations of MMM and ESM.

Note: Incumbents must possess an Electrician's license when work warrants.

## CUSTODIANS

**Effective Date: 12-17-20**

Last Revision: 12-19-19

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u>  |
|-----------------------|-----------------------|--|
| Custodian I           | \$16.43               | \$6.18 (Single)<br>\$8.02 (Children)<br>\$7.74 (2-party)<br>\$10.15 (Family) |
| Custodian II          | \$16.78               | \$6.24 (Single)<br>\$8.08 (Children)<br>\$7.80 (2-party)<br>\$10.21 (Family) |

### Benefits and Overtime

|                    |   |
|--------------------|---|
| Parking            | With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.  |
| RTD Bus Pass       | Employer will provide employees with the Bus Pass or pay (\$0.23) per hour for travel differential.   |
| Shift Differential | 2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hour<br>3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hour   |
| Overtime           | Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.  |
| Lunch              | Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.  |
| Note               | The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification." |

### **Custodian I**

Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

### **Custodian II**

Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators, floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

## DIA OIL & GAS

**Effective Date:** 03-18-21  
**Last Revision:** 04-16-20

| <u>Classification</u>   | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|-------------------------|-----------------------|---------------------|
| Derrick Hand/Roustabout | \$15.94               | \$6.38              |
| Electrician             | \$26.44               | \$7.59              |
| Mechanic                | \$26.55               | \$7.60              |
| Pipefitter              | \$27.10               | \$7.67              |
| Rig/Drill Operator      | \$23.80               | \$7.29              |
| Truck Driver            | \$24.32               | \$7.35              |

### **Heavy Equipment Mechanic (Mechanic)**

The Heavy Equipment Mechanic analyzes malfunctions and repairs, rebuilds and maintains power equipment, such as cranes, power shovels, scrapers, paving machines, motor graders, trench-digging machines, conveyors, bulldozers, dredges, pumps, compressors and pneumatic tools. This worker operates and inspects machines or equipment to diagnose defects, dismantles and reassembles equipment, using hoists and hand tools, examines parts for damage or excessive wear, using micrometers and gauges, replaces defective engines and subassemblies, such as transmissions, and tests overhauled equipment to insure operating efficiency. The mechanic welds broken parts and structural members, may direct workers engaged in cleaning parts and assisting with assembly and disassembly of equipment, and may repair, adjust and maintain mining machinery, such as stripping and loading shovels, drilling and cutting machines, and continuous mining machines.

### **Pipefitter**

The Pipefitter, Maintenance installs or repairs water, steam, gas or other types of pipe and pipefitting. Work involves most of the following: laying out work and measuring to locate position of pipe from drawings or other written specifications, cutting various sizes of pipe to correct lengths with chisel and hammer, oxyacetylene torch or pipe-cutting machines, threading pipe with stocks and dies. This person is responsible for bending pipe by hand-driven or power-driven machines, assembling pipe with couplings and fastening pipe to hangers, making standard shop computations relating to pressures, flow and size of pipe required; and making standard tests to determine whether finished pipes meet specifications. In general, the work of the Maintenance Pipefitter requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience.

### **Well Driller (Rig/Drill Operator)**

This incumbent sets up and operates portable drilling rig (machine and related equipment) to drill wells, extends stabilizing jackscrews to support and level drilling rig, moves levers to control power-driven winch that raises and extends telescoping mast. This person bolts trusses and guy wires to raise mast and anchors them to machine frame and stakes, and assembles drilling tools, using hand tools or power tools. The Well Driller moves levers and pedals to raise tools into vertical drilling position and lowers well casing (pipe that shores up walls of well) into well bore, using winch, moves levers and pedals and turns hand wells to control reciprocating action of machine and to drive or extract well casing.

### **Laborer (Derrick Hand/Roustabout)**

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

### **Truckdriver**

Straight truck, over 4 tons, usually 10 wheels. The Truckdriver drives a truck to transport materials, merchandise, equipment, or workers between various types of establishments such as: manufacturing plants, freight depots, warehouses, wholesale and retail establishments, or between retail establishments and customers' houses or places of business. This driver may also load or unload truck with or without helpers, make minor mechanical repairs, and keep truck in good working order.



### ELEVATOR MECHANIC

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the Davis Bacon [Building Wage Determination](#).

### FINISHER & JOURNEYMAN

TILE, MARBLE AND TERRAZZO

**Effective Date:** 05-20-21

Last Revision: 11-19-20

| <u>Classification</u> | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|-----------------------|-----------------------|---------------------|
| Finisher              | \$23.35               | \$8.76              |
| Journeyman            | \$29.30               | \$8.76              |

Effective May 1, 2008, Local Union 7 of Colorado combined three classes of Finishers, Floor Grinders, and Base Grinders into Finisher using one pay schedule.

Tile Setter: Applies to workers who apply tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools and all places where tiles may be used to form a finished surface for practical use, sanitary finish or decorative purpose.

### FIRE EXTINGUISHER REPAIRER

**Effective Date:** 08-19-21

Last Revision: 07-16-20

| <u>Classification</u>      | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|----------------------------|-----------------------|---------------------|
| Fire Extinguisher Repairer | \$21.14               | \$7.04              |

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and office buildings, using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubing, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment and may install cabinets and brackets to hold extinguishers.

## FUEL HANDLER SERIES

**Effective Date:** 12-17-20

Last Revision: 10-17-19

| <u>Classification</u>                  | <u>Base Wage/Hour</u> | <u>Fringes/Hour</u> |
|--|-----------------------|---------------------|
| Fuel Facility Maintenance Technician   | \$21.50               | \$7.02              |
| Fuel Facility Operator                 | \$23.41               | \$7.24              |
| Fuel Facility Electrician              | \$26.44               | \$7.59              |
| Fuel Distribution System Mechanic      | \$30.74               | \$8.09              |
| Lead Fuel Distribution System Mechanic | \$32.14               | \$8.25              |

Plus 10% shift differential for hours worked between 6:00 p.m. and 6:00 a.m.

### **Fuel Facility Maintenance Technician**

Under the supervision of Maintenance Manager and or Lead Mechanic, maintain the fuel systems. Position does not limit, segregate, or classify that an employee would not be subject to perform those duties and responsibilities within a stated contract classification. To properly identify the requirements of those duties and responsibilities within a contract classification, it may be required to review these job descriptions which identify those essential functions.

### **Fuel Facility Operator**

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipment to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off-loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results.

### **Fuel Facility Electrician**

Performs preventative, routine, and emergency maintenance repairs on a variety of mechanical, electrical, HVAC systems, pneumatic control systems, electronic systems, and generators.

### **Fuel Distribution System Mechanic**

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

### **Lead Fuel Distribution System Mechanic**

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Mechanic classification.

## **FURNITURE MOVERS**

Moving, Storage and Cartage Workers

**Effective Date:** 11-19-20

Last Revision: 10-17-19

| <b><u>Classification</u></b> | <b><u>Base Wage/Hour</u></b> | <b><u>Fringes/Hour</u></b> |
|------------------------------|------------------------------|----------------------------|
| Laborer/Helper               | \$17.36                      | \$6.54                     |
| Furniture Driver/Packer      | \$18.44                      | \$6.67                     |
| Lead Furniture Mover         | \$19.28                      | \$6.76                     |

## **GLYCOL FACILITY**

**Effective Date:** 05-20-21

Last Revision: 07-16-20

| <b><u>Classification</u></b> | <b><u>Base Wage/Hour</u></b> | <b><u>Fringes/Hour</u></b> |
|------------------------------|------------------------------|----------------------------|
| De-icing Facility Operator   | \$28.22                      | \$7.80                     |
| Maintenance Mechanic         | \$27.73                      | \$7.74                     |
| Glycol Plant Specialist      | \$17.36                      | \$6.54                     |

### **De-icing Facility Operator**

The De-icing Facility Operator is responsible for the safe and efficient daily operation of all aircraft de-icing fluid equipment to include: mechanical vapor recompression (concentrators), distillation, polishing, distribution, and collection systems as well as daily routine chores to include: operating and controlling all facility machines and equipment associates with the aircraft deicing fluid system (ADS). Operate electrical motors, pumps and valves to regulate flow, add specific amounts of chemicals such as hydrochloric acid or sodium hydroxide to fluid(s) for adjustment as required, turn valves, change filters/activated carbon, and clean tanks as needed to optimize productivity. Monitor panel boards/HMI/PLC's, adjust control flow rates, repairs, and lubricate machinery and equipment using hand powered tools. Test fluids to determine quality controlling methods. Record data as necessary and maintain good housekeeping of the facility.

### **Maintenance Mechanic**

The position of the Machinery Maintenance Mechanic will be primarily responsible for the routine maintenance and repairs of all facility equipment. Responsible for repairs to machinery and mechanical equipment, examine machines and mechanic equipment to diagnose source of trouble, dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts, replacing broken or defective parts with items obtained from stock, ordering replacement parts, sending parts to a machine shop or equivalent for major repairs, preparing specific written specifications for repairs, SOP's for minor repairs, reassembly of machines and mechanical equipment, and making any necessary adjustments to all equipment for operational optimization.

### **Glycol Plant Specialist/Material Handling Laborer**

The Material Handling Laborer is responsible for the safe and efficient daily documentation/recording of all ADF processors, distillation and polishing systems, as well as the distribution and collection system. Performing physical tasks to transport and/or store materials or fluids. Duties involve one or more of the following: manually loading or unloading trucks, tankers, tanks, totes, drums, pallets, unpacking, placing items on storage bins or proper locations. Utilizing hand carts, forklift, or wheelbarrow. Completing daily fluid inventory, to include tank measuring and completing fluid accountability records. Responsible for the overall facility housekeeping and general cleanliness. Escort vehicles and tankers in and out of the facility, change out filters as required on all systems, take samples and test for quality control and document the findings.

**PARKING ELECTRONICS TECHNICIAN**

**Effective Date: 09-17-20**

Last Revision: 10-17-19

| <b><u>Classification</u></b>   | <b><u>Base Wage/Hour</u></b> | <b><u>Fringes/Hour</u></b> |
|--------------------------------|------------------------------|----------------------------|
| Parking Electronics Technician | \$26.54                      | \$7.60                     |

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification of work installs, modifies, troubleshoots, repairs and maintains revenue control equipment at manned and unmanned parking entrance and exit gates. Replaces consumable items such as tickets, printer ribbons, and light bulbs. Replaces modules and related equipment as needed to repair existing equipment, modify applications, or resolve unusual problems. Troubleshoots, tests, diagnoses, calibrates, and performs field repairs. Performs preventive maintenance such as inspection, testing, cleaning, lubricating, adjusting and replacing of serviceable parts to prevent equipment failure for electromechanical control to minimize repair problems and meet manufacturers' specifications.

**PEST CONTROLLER**

**Effective Date: 08-19-21**

Last Revision: 07-16-20

| <b><u>Classification</u></b> | <b><u>Base Wage/Hour</u></b> | <b><u>Fringes/Hour</u></b> |
|------------------------------|------------------------------|----------------------------|
| Pest Controller              | \$22.45                      | \$7.19                     |

The Pest Controller sprays chemical solutions or toxic gases and sets mechanical traps to kill pests that infest buildings and surrounding areas, fumigates rooms and buildings using toxic gases, sprays chemical solutions or dusts powders in rooms and work areas, places poisonous paste or bait and mechanical traps where pests are present; may clean areas that harbor pests, using rakes, brooms, shovels, and mops preparatory to fumigating; and may be required to hold State license

**QUALITY CONTROL & ASSURANCE TECHNICIAN**

**Effective Date: 03-18-21**

Last Revision: 04-16-20

| <b><u>Classification</u></b>           | <b><u>Base Wage/Hour</u></b> | <b><u>Fringes/Hour</u></b> |
|--|------------------------------|----------------------------|
| Quality Control & Assurance Technician | \$25.35                      | \$7.47                     |

The Quality Control & Assurance Technician provides support to Inland Technologies operations by independently performing standard analysis on samples related to the manufacture of spent de-icing fluid to a 99% recycled glycol product and waste water discharge. The Quality Control and Assurance Technician will continually look at ways to improve products and processes to exceed customer quality demands and decrease operational costs.

**SIGN ERECTOR**

**Effective Date: 01-21-21**

Last Revision: 03-15-18

| <b><u>Classification</u></b> | <b><u>Base Wage/Hour</u></b> | <b><u>Fringes/Hour</u></b> |
|------------------------------|------------------------------|----------------------------|
| Sign Erector                 | \$21.09                      | \$6.31                     |

This classification of work erects, assembles, and/or maintains signs, sign structures and/or billboards using various tools. Erects pre-assembled illuminated signs on buildings or other structures according to sketches, drawings, or blueprints. Digs and fills holes, places poles. Bolts, screws, or nails sign panels to sign post or frame. Replaces or repairs damaged or worn signs. May use welding equipment when installing sign. This classification is not a licensed electrician and therefore cannot make connections to power sources (i.e., provide exit lighting).

**TREE TRIMMERS**

**Effective Date: 09-17-20**

Last Revision: 09-19-19

| <b><u>Classification</u></b> | <b><u>Base Wage/Hour</u></b> | <b><u>Fringes/Hour</u></b> |
|------------------------------|------------------------------|----------------------------|
| Tree Trimmer                 | \$21.30                      | \$7.00                     |

This classification of work trims, removes, and applies insecticides to trees and shrubbery including trimming dead, diseased, or broken limbs from trees utilizing rope and saddle, chain, handsaw and other related equipment common to the care of trees and shrubs. Removes limbs, branches and other litter from the work area, observes safety rules, inspects and identifies tree diseases and insects of the area distinguishing beneficial insects and environmental stress, takes samples from diseased or insect infested trees for lab analysis, operates a wide variety of heavy and power equipment in trimming and removing trees and shrubbery i.e. mobile aerial tower unit, tandem trucks, loaders, chipper, etc., maintains all equipment.

**WINDOW CLEANER**

**Effective Date: 12-17-20**

Last Revision: 05-21-20

| <b><u>Classification</u></b> | <b><u>Base Wage/Hour</u></b> | <b><u>Fringes/Hour</u></b>   |
|------------------------------|------------------------------|--|
| Window Cleaner               | \$27.64                      | \$9.53 (Employee)<br>\$11.37 (Children)<br>\$11.09 (2-party)<br>\$13.50 (Family) |

**Benefits/Overtime**

|                    |   |
|--------------------|---|
| Parking            | The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. The Employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month. |
| Shift Differential | Employees working on the night shift shall be awarded a shift differential of \$0.85 per hour worked.<br><br>Note: All wage increases become effective on the first day of the first full pay period following the above dates.   |
| Overtime           | One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.  |
| Lunch              | Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.  |
| Lead Work          | \$1.75 per hour above highest paid employee under supervision   |
| High Work          | \$1.85 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)  |

Training                    \$0.25 per hour

ECOPASS                  The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.

Note: The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification and Compensation Analyst Staff  
**DATE:** July 26, 2021  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, July 23, 2021** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20210020  
Superseded General Decision No. CO20200020  
Modification No. 3  
Publication Date: 07/23/2021  
(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 \$15.00 to comply with the city's minimum wage. The effective date is July 1, 2021. See page 6 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](http://www.denvergov.org/humanresources)

"General Decision Number: CO20210020 07/23/2021

Superseded General Decision Number: CO20200020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 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       |
| 1                   | 01/15/2021       |
| 2                   | 03/05/2021       |
| 3                   | 07/23/2021       |

ASBE0028-002 07/01/2019

|   | Rates    | Fringes |
|---|----------|---------|
| ASBESTOS WORKER/HEAT & FROST<br>INSULATOR - MECHANICAL (Duct,<br>Pipe & Mechanical System<br>Insulation)..... | \$ 32.98 | 14.73   |

-----  
CARP0055-002 11/01/2019

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



CARPENTER (Drywall Hanging  
Only).....\$ 29.95 10.99

-----  
CARP1607-001 06/01/2020

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 35.50 | 14.68   |

-----  
ELEC0068-012 06/01/2020

|   | Rates    | Fringes |
|---|----------|---------|
| ELECTRICIAN (Includes Low<br>Voltage Wiring)..... | \$ 38.00 | 16.97   |

-----  
ELEV0025-001 01/01/2021

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 48.09 | 35.825  |

FOOTNOTE:

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

-----  
ENGI0009-017 05/01/2018

|                                     | Rates    | Fringes |
|-------------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR<br>(Crane) |          |         |
| 141 tons and over.....              | \$ 31.07 | 10.70   |
| 50 tons and under.....              | \$ 28.40 | 10.70   |
| 51 to 90 tons.....                  | \$ 28.57 | 10.70   |
| 91 to 140 tons.....                 | \$ 29.55 | 10.70   |

-----  
IRON0024-009 11/01/2020

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 32.00 | 12.01   |

-----  
IRON0024-010 11/01/2020

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 32.00 | 12.01   |

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

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

-----  
PAIN0079-007 08/01/2017

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

-----  
PAIN0419-001 07/01/2016

|   | Rates    | Fringes |
|---|----------|---------|
| SOFT FLOOR LAYER (Vinyl and<br>Carpet)..... | \$ 20.00 | 10.83   |

-----  
PAIN0930-002 07/01/2019

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 31.92 | 10.49   |

-----  
PLUM0003-009 06/01/2020

|  | Rates    | Fringes |
|--|----------|---------|
| PLUMBER (Excludes HVAC Duct,<br>Pipe and Unit Installation)..... | \$ 38.38 | 16.67   |

-----  
PLUM0208-008 01/01/2021

|  | Rates    | Fringes |
|--|----------|---------|
| PIPEFITTER (Includes HVAC<br>Pipe and Unit Installation;<br>Excludes HVAC Duct<br>Installation)..... | \$ 37.55 | 17.88   |

-----  
SFCO0669-002 01/01/2021

|  | Rates    | Fringes |
|--|----------|---------|
| SPRINKLER FITTER (Fire<br>Sprinklers)..... | \$ 38.23 | 25.30   |

-----  
\* SHEE0009-004 07/01/2021

|  | Rates    | Fringes |
|--|----------|---------|
| SHEET METAL WORKER (Includes<br>HVAC Duct Installation;<br>Excludes HVAC Pipe and Unit<br>Installation)..... | \$ 36.45 | 20.15   |

-----

SUCO2013-006 07/31/2015

|  | Rates    | Fringes |
|--|----------|---------|
| BRICKLAYER.....  | \$ 21.96 | 0.00    |
| CARPENTER (Acoustical Ceiling<br>Installation Only).....   | \$ 22.40 | 4.85    |
| CARPENTER (Metal Stud<br>Installation Only).....   | \$ 17.68 | 0.00    |
| CARPENTER, Excludes<br>Acoustical Ceiling<br>Installation, Drywall<br>Hanging, and Metal Stud<br>Installation..... | \$ 21.09 | 6.31    |
| CEMENT MASON/CONCRETE FINISHER....   | \$ 20.09 | 7.03    |
| LABORER: Common or General.....  | \$ 14.49 | 5.22    |
| LABORER: Mason Tender - Brick....  | \$ 15.99 | 0.00    |
| LABORER: Mason Tender -<br>Cement/Concrete.....  | \$ 16.00 | 0.00    |
| LABORER: Pipelayer.....  | \$ 16.96 | 3.68    |
| OPERATOR:<br>Backhoe/Excavator/Trackhoe.....   | \$ 20.78 | 5.78    |
| OPERATOR: Bobcat/Skid<br>Steer/Skid Loader.....  | \$ 19.10 | 3.89    |
| OPERATOR: Grader/Blade.....  | \$ 21.50 | 0.00    |
| ROOFER.....  | \$ 16.56 | 0.00    |
| TRUCK DRIVER: Dump Truck.....  | \$ 17.34 | 0.00    |
| WATERPROOFER.....  | \$ 12.71 | 0.00    |
| -----  |          |         |
| WELDERS - Receive rate prescribed for craft performing<br>operation to which welding is incidental.                |          |         |
| =====  |          |         |

**Office of Human Resources  
Supplemental Rates  
(Specific to the Denver projects)  
Revision Date: 07-01-2021**

| <b>Classification</b>    |                                 | <b>Base</b> | <b>Fringe</b> |
|--------------------------|---------------------------------|-------------|---------------|
| Boilermaker              |                                 | \$30.97     | \$21.45       |
| Iron Worker, Reinforcing |                                 | \$18.49     | \$3.87        |
| Laborer: Concrete Saw    |                                 | \$15.00     | -             |
| Paper Hanger             |                                 | \$20.15     | \$6.91        |
| Plasterer                |                                 | \$24.60     | \$12.11       |
| Plaster Tender           |                                 | \$15.00     | -             |
| Power Equipment Operator | Concrete Mixer - Less than 1 yd | \$23.67     | \$10.67       |
|                          | Concrete Mixer - 1 yd and over  | \$23.82     | \$10.68       |
|                          | Drillers                        | \$23.97     | \$10.70       |
|                          | Loader - up to and incl 6 cu yd | \$23.67     | \$10.67       |
|                          | Loaders - over 6 cu yd          | \$23.82     | \$10.68       |
|                          | Mechanic                        | \$18.48     | -             |
|                          | Motor Grader                    | \$23.97     | \$10.70       |
|                          | Oilers                          | \$22.97     | \$10.70       |
|                          | Roller                          | \$23.67     | \$10.67       |
| Tile Finisher            |                                 | \$23.20     | \$8.46        |
| Tile Setter              |                                 | \$29.15     | \$8.46        |
| Truck Driver             | Flatbed                         | \$19.14     | \$10.07       |
|                          | Semi                            | \$19.48     | \$10.11       |
| Waterproofer             |                                 | \$15.00     | \$0.00        |

Go to [www.denvergov.org/Auditor](http://www.denvergov.org/Auditor) to view the Prevailing Wage Clarification Document for a list of complete classifications used.

**CITY AND COUNTY OF DENVER**  
**STATE OF COLORADO**



**DENVER**  
**THE MILE HIGH CITY**

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Technical Specifications, Plans/Drawings,**

**Addendum 1 – Dated 10/14/21**

**Contract Number: 202160233**

**Police District 5 Replacement**

**September 15, 2021**

**PLEASE NOTE: Documents listed above are  
incorporated by reference and filed with the  
Clerk and Recorder. File #: 20210103**