

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DEPARTMENT OF PUBLIC WORKS

Contract Documents

Contract Number: 201952435



Marion Street System, Phase 1

November 13, 2019



NOTICE TO APPARENT LOW BIDDER

**Concrete Works of Colorado, Inc.
1260 Rock Creek Circle
Lafayette, CO 80026**

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **February 27, 2020**, for work to be done and materials to be furnished in and for:

CONTRACT – 201952435 Marion Street System, Phase 1

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: **One-Hundred and Thirty-Two (132) bid items (01-21.16.01 through Q33-47.00.15)** the total estimated cost thereof being: **Eight Million, Seven Hundred Seventeen Thousand, Three Hundred Twenty-Five Dollars and Zero Cents (\$8,717,325.00)**.

It will be necessary for you to appear forthwith at the office of the Department of Transportation and Infrastructure, Contract Administration, 201 W. Colfax Ave., Dept. 614, Denver, Colorado 80202, to receive the said Contract Documents, execute the same and return them to the Department of Transportation and Infrastructure, Contract Administration within the time limit set forth in the Bid Package Documents.

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

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

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

Prior to issuance of Notice to Proceed, all Equal Opportunity requirements must be completed. Additional information may be obtained by contacting the Director of Contract Compliance at (720-913-1700).

City and County of Denver Department of Transportation & Infrastructure
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/doti
p. 720.865.8630 | f. 720.865.8795



NOTICE TO APPARENT LOW BIDDER

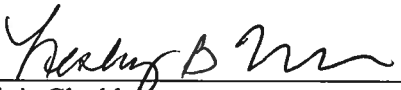
CONTRACT NO. 201952435

Page 2

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

Dated at Denver, Colorado this 12th day of March 2020.

CITY AND COUNTY OF DENVER

By: 

✓ Eulois Cleckley
Executive Director of the
Department of Transportation and Infrastructure

cc: (CAO), Treasury (taxauditadmin@denvergov.org), (PM), Prevailing Wage (prevailingwage@denvergov.org), File

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DEPARTMENT OF PUBLIC WORKS

Bid Form Package

Contract Number: 201952435



Marion Street System, Phase 1

November 13, 2019

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

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

BIDDER'S CHECKLIST

These forms comprise the Bid Form and Submittal Package. Designated forms must be completed and turned in at the time of Bid Opening. Bidders should refer to the Contract Documents, particularly the Instructions to Bidders, accompanying this package, in completing these forms.

FORM/ PAGE NO.	COMMENTS	COMPLETE
BF-4 – BF-5	a.) Legal name, address, Acknowledgment signature and attestation (if required.)	<input checked="" type="checkbox"/>
BF-6+	a.) Fill in individual bid item dollars and totals in Numerical figures only b.) Complete all blanks c.) Legal name required	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-7	a.) Write out bid total or bid totals in words and figures in the blank form space(s) provided b.) Calculate Textura® Construction Payment Management System Fee from chart on pg. BF-3 and write fee in the space provided	<input checked="" type="checkbox"/>
BF-8	a.) List all subcontractors who are performing work on this project	<input checked="" type="checkbox"/>
BF-9 – BF-10	a.) Fully complete List of Proposed Minority/Women Business Enterprise Bidders, Subcontractors, Suppliers, Manufacturers, or Brokers – check appropriate boxes.	<input type="checkbox"/>
BF-11	a.) Complete all blanks b.) If Addenda have been issued, complete bottom section.	<input type="checkbox"/> <input type="checkbox"/>
BF-12	a.) Complete appropriate sections - signature(s) required. b.) If corporation, then corporate seal required.	<input type="checkbox"/> <input type="checkbox"/>
BF-13	a.) Fully complete Commitment to Participation	<input type="checkbox"/>
BF-16	a.) If applicable, fully complete Joint Venture Affidavit (Submit 10 days prior to Bid Opening date)	<input type="checkbox"/>
BF-17 – BF-19	a.) If applicable, fully complete Joint Venture Eligibility Form (Submit 10 days prior to Bid Opening date)	<input type="checkbox"/>
BF-20	a.) Fill in all Bid Bond blanks b.) Signatures required c.) Corporate Seal if required d.) Dated e.) Attach Surety Agents Power of Attorney or Certified or cashier's check made out to the Manager of Revenue referencing Bidder's Company and Contract Number.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
BF-21- BF-24	a.) Each bidder, as a condition of responsiveness to this solicitation, shall <u>complete and return</u> the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their Bid.	<input 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 subcontractors. All certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Textura. 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. The fee is all inclusive of all subcontractor, project and subscription fees associated with Textura. The bidder will calculate the fee based on their total bid (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® Construction Payment Management System Fee”**. This expense becomes part of the contract and billable to the City. All costs including, but not limited to, costs associated with training, entering data, and/or utilizing Textura other than the Textura Construction Payment Management System Fee are overhead and shall not be reimbursed by the City. Bidder will be responsible for any tax on the Textura fee. As with other taxes, the City will not reimburse bidder for this cost and therefore this cost should be included in bidder’s bid. Textura will invoice the awarded bidder directly.

Project Value	Project Fee (GC + Sub Usage)
\$100,000 – 249,999.99	\$780
\$250,000 - \$499,999.99	\$1,625
\$500,000 - \$999,999.99	\$3,250
\$1,000,000 - \$2,999,999.99	\$5,850
\$3,000,000 - \$4,999,999.99	\$9,100
\$5,000,000 - \$9,999,999.99	\$12,220
\$10,000,000 - \$19,999,999.99	\$20,345
\$20,000,000 - \$49,999,999.99	\$32,500
\$50,000,000 - \$99,999,999.99	\$48,750
\$100,000,000 - \$199,999,999.99	\$69,095
\$200,000,000 - \$299,999,999.99	\$85,345
\$300,000,000 - \$399,999,999.99	\$109,720
\$400,000,000 - \$499,999,999.99	\$142,220
\$500,000,000 - \$999,999,999.99	\$162,500
\$1,000,000,000 - \$1,999,999,999.99	\$345,345
\$2,000,000,000 - \$4,999,999,999.99	\$650,000
\$5,000,000,000 - \$9,999,999,999.99	\$1,015,625
\$10,000,000,000 or greater	\$1,503,125

For more information:

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

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

BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

CONTRACT NO. 201952435

MARION STREET SYSTEM, PHASE 1

BIDDER: Concrete Works of Colorado, Inc.
(Legal Name per Colorado Secretary of State)

ADDRESS: 1260 Rock Creek Circle
Lafayette, CO 80026

CONTACT PERSON FOR ALL MATTERS RELATING TO THIS DOCUMENT:

NAME: ReaAnn Fletcher **TITLE:** Contracts Manager

EMAIL: reaannf@cwc-email.com **PHONE NUMBER:** 303-665-2933, EXT 110

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. 201952435, Marion Street System, Phase 1**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated November 13, 2019.

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 Public Works 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
- Joint Venture Affidavit (if applicable)
- Joint Venture Eligibility Form (if applicable)
- 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 Lien Release Form
- Final Receipt
- Change Orders (as applicable)
- Federal Requirements (as applicable)
- Prevailing Wage Rate Schedule(s)
- Technical Specifications
- Contract Drawings
- Accepted Shop Drawings

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

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

BIDDER:

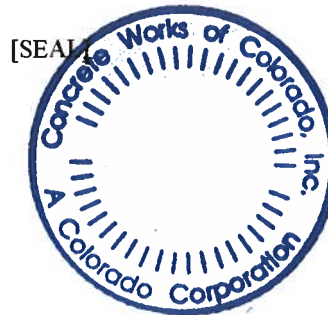
Name: Concrete Works of Colorado, Inc.

By: ReaAnn Fletcher

Title: ReaAnn Fletcher, Contracts Manager

ATTEST:

By: Thomas J. O'Boyle



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

BID FORM

**CONTRACT NO. 201952435
MARION STREET SYSTEM, PHASE 1**

BIDDER Concrete Works of Colorado, Inc.
(Legal Name per Colorado Secretary of State)

TO: The Manager of Public Works
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 **November 13, 2019**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 201952435, Marion Street System, Phase 1**, 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 Lien Release Form
Final Receipt
Change Orders (as applicable)
Federal Requirements (as applicable)
Prevailing Wage Rate Schedule(s)
Technical Specifications
Contract Drawing
Accepted Shop Drawings
Certificate of Insurance

Bid Form**ATTACHMENT D****Marion Street System, Ph 1, Base Schedule A - Addendum #2**

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
01-21.16.01	ALLOWANCE FOR TREE REMOVAL, TRIMMING/ REPLACEMENT AND DISPOSAL - SEE PROJECT SPECIAL PROVISIONS at the unit price of \$ <u>One-Hundred Thousand Dollars</u>		A/A	\$ <u>100,000.00</u>
01-21.16.03	ALLOWANCE FOR UNIFORMED TRAFFIC CONTROL (DPD) <i>Add'l Info: See project special provisions</i> at the unit price of \$ <u>Forty Thousand Dollars</u>		A/A	\$ <u>40,000.00</u>
01-21.16.04	ALLOWANCE FOR JOBSITE SECURITY (DPD) <i>Add'l Info: See project special provisions</i> at the unit price of \$ <u>Ten Thousand Dollars</u>		A/A	\$ <u>10,000.00</u>
01-52.13	TEMPORARY OFFICE FACILITIES at the unit price of \$ <u>47,430.00</u> lump sum	1	LS	\$ <u>47,430.00</u>
2-1.2b	REMOVE 9" CONCRETE CURB AND/OR GUTTER at the unit price of \$ <u>7.00</u> per linear foot	663	LF	\$ <u>4,641.00</u>
2-1.3	REMOVE CONCRETE CURB HEAD <i>Add'l Info: Or flagstone curb heads including adjacent concrete gutter (if applicable)</i> at the unit price of \$ <u>7.00</u> per linear foot	3,743	LF	\$ <u>26,201.00</u>
2-1.4	REMOVE SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP at the unit price of \$ <u>5.00</u> per square foot	2,160	SF	\$ <u>10,800.00</u>
2-2.1	REMOVE CONCRETE SIDEWALK at the unit price of \$ <u>4.00</u> per square foot	600	SF	\$ <u>2,400.00</u>

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
2-2.2	REMOVE CONCRETE DRIVEWAY PAVING at the unit price of \$ <u>5.00</u> per square foot	2,086	SF	\$ <u>10,430.00</u>
2-2.5	REMOVE MISCELLANEOUS CONCRETE FLATWORK <i>Add'l Info: Curb island paving</i> at the unit price of \$ <u>4.00</u> per square foot	700	SF	\$ <u>2,800.00</u>
2-3.1	REMOVE CONCRETE ALLEY GUTTER at the unit price of \$ <u>5.00</u> per square foot	141	SF	\$ <u>705.00</u>
2-3.5	REMOVE CONCRETE STREET PAVING <i>Add'l Info: Bus pad at E. 31st Ave.</i> at the unit price of \$ <u>5.00</u> per square foot	1,140	SF	\$ <u>5,700.00</u>
2-11.2b	REMOVE EXISTING 10" STORM SEWER PIPE at the unit price of \$ <u>64.00</u> per linear foot	465	LF	\$ <u>29,760.00</u>
2-11.2c	REMOVE EXISTING 12" STORM SEWER PIPE at the unit price of \$ <u>64.00</u> per linear foot	58	LF	\$ <u>3,712.00</u>
2-11.2e	REMOVE EXISTING 18" STORM SEWER PIPE at the unit price of \$ <u>68.00</u> per linear foot	40	LF	\$ <u>2,720.00</u>
2-11.2f	REMOVE EXISTING 21" STORM SEWER PIPE at the unit price of \$ <u>83.00</u> per linear foot	120	LF	\$ <u>9,960.00</u>
2-11.2g	REMOVE EXISTING 24" STORM SEWER PIPE at the unit price of \$ <u>83.00</u> per linear foot	101	LF	\$ <u>8,383.00</u>

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
2-12.2	REMOVE EXISTING STORM MANHOLE at the unit price of \$ <u>2,720.00</u> each	4	EA	\$ <u>10,880.00</u>
2-13.1	REMOVE EXISTING STORM INLET at the unit price of \$ <u>2,620.00</u> each	13	EA	\$ <u>34,060.00</u>
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN at the unit price of \$ <u>391.00</u> each	55	EA	\$ <u>21,505.00</u>
02-221301	VIBRATION MONITORING AND PUBLIC OUTREACH - Marion Street System, Phase 1 <i>Add'l Info: Addendum #2</i> at the unit price of \$ <u>100,500.00</u> lump sum	1	LS	\$ <u>100,500.00</u>
02-221301a	PRE-CONSTRUCTION FACILITY CONDITION ASSESSMENT - Marion Street System, Phase 1 <i>Add'l Info: Addendum #2</i> at the unit price of \$ <u>111,700.00</u> lump sum	1	LS	\$ <u>111,700.00</u>
3-7a	HEALTH & SAFETY PLAN at the unit price of \$ <u>2,470.00</u> lump sum	1	LS	\$ <u>2,470.00</u>
3-7b	MATERIAL MANAGEMENT PLAN at the unit price of \$ <u>11,530.00</u> lump sum	1	LS	\$ <u>11,530.00</u>
5-2a	SUBGRADE MATERIAL (SELECT BACKFILL) at the unit price of \$ <u>11.00</u> per ton	11,800	TON	\$ <u>129,800.00</u>
5-2b	TOPSOIL <i>Add'l Info: Adjacent to flatwork</i> at the unit price of \$ <u>50.00</u> per ton	100	TON	\$ <u>5,000.00</u>

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.3

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
5-7	CONTROLLED LOW STRENGTH MATERIALS (CLSM) at the unit price of \$ <u>192.00</u> per cubic yard	600	CY	\$ <u>115,200.00</u>
5-8	CRUSHED GRAVEL BASE COURSE (CDOT CLASS 6 ROAD BASE) <i>Add'l Info: Under new asphalt concrete street paving</i> at the unit price of \$ <u>23.00</u> per ton	3,800	TON	\$ <u>87,400.00</u>
8-1.1b	6" DIP AWWA C151, CLASS 50 WATER LINE <i>Add'l Info: Includes removal and replacement of existing water service lines with type k copper water service lines and its associated appurtenances up to existing meters as shown on Water Only plans. 64 lf of 16" steel casings under Streetside Stormwater Planters as shown on Water Only plans is also included. See Measurement and Payment.</i> at the unit price of \$ <u>107.00</u> per linear foot	2,700	LF	\$ <u>288,900.00</u>
8-1.1c	8" DIP AWWA C151, CLASS 50 WATER LINE at the unit price of \$ <u>236.00</u> per linear foot	140	LF	\$ <u>33,040.00</u>
8-1.1e	12" DIP AWWA C151, CLASS 50 WATER LINE at the unit price of \$ <u>267.00</u> per linear foot	12	LF	\$ <u>3,204.00</u>
8-1.2b	INSTALL 6" WATER VALVE at the unit price of \$ <u>2,060.00</u> each	14	EA	\$ <u>28,840.00</u>
8-1.2c	INSTALL 8" WATER VALVE at the unit price of \$ <u>3,810.00</u> each	3	EA	\$ <u>11,430.00</u>
8-1.2e	INSTALL 12" WATER VALVE at the unit price of \$ <u>5,820.00</u> each	1	EA	\$ <u>5,820.00</u>

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
8-1.2k	INSTALL WATER METER <i>Add'l Info: Locations: 3138 Marion St. & 3050 Marion St. Relocation of existing inside meter set includes replacement of entire existing water service line with type k copper and its associated appurtenances including outside 3/4" meter per Denver Water requirements.</i>			
	at the unit price of \$ <u>12,540.00</u> each	2	EA	\$ <u>25,080.00</u>
8-1.2k	INSTALL WATER METER <i>Add'l Info: Locations - 2959 Marion St. and 2856 Marion St. In connection with relocation of entire existing water service line (four locations) with type k copper water service line and its associated appurtenances including 3/4" meter per Denver Water requirements.</i>			
	at the unit price of \$ <u>12,540.00</u> each	2	EA	\$ <u>25,080.00</u>
8-1.2k	INSTALL WATER METER <i>Add'l Info: Remove entire existing water service line and its associated appurtenances including 5/8" meter, and replace with type k copper and its associated appurtenances including 3/4" meter as shown on Water Only plans and per Denver Water requirements. Address- 1301 E. 31st Ave.</i>			
	at the unit price of \$ <u>12,540.00</u> each	1	EA	\$ <u>12,540.00</u>
8-1.4b	6" TEMPORARY WATER MAIN BYPASS at the unit price of \$ <u>22.00</u> per linear foot	2,400	LF	\$ <u>52,800.00</u>
8-1.5a	LEAD SERVICE LINE REPLACEMENT, <2" ID at the unit price of \$ <u>135.00</u> per linear foot	1,680	LF	\$ <u>226,800.00</u>
8-2	REMOVE FIRE HYDRANT ASSEMBLY <i>Add'l Info: Locations - 1301 E. 31st Ave., 3002 Marion St., 2900 Marion St., 1301 E. 28th Ave., 2700 E. Marion St.</i>			
	at the unit price of \$ <u>2,180.00</u> each	5	EA	\$ <u>10,900.00</u>

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
8-3	RESET OR INSTALL FIRE HYDRANT ASSEMBLY <i>Add'l Info: Locations - 1301 E. 31st Ave., 3002 Marion St., 2900 Marion St., 1301 E. 28th Ave., 2700 E. Marion St.</i>			
	at the unit price of \$ <u>7,190.00</u> each	5	EA	\$ <u>35,950.00</u>
12-1.1	6" CURB AND GUTTER 2' PAN (CD0T T2, IIB) <i>Add'l Info: Includes stabilization material (crushed gravel base course - CDOT Class 6 road base) and backfill behind back of curb</i>			
	at the unit price of \$ <u>31.00</u> per linear foot	3,436	LF	\$ <u>106,516.00</u>
12-1.4	9" CURB AND GUTTER <i>Add'l Info: Includes backfill behind of back of curb</i>			
	at the unit price of \$ <u>33.00</u> per linear foot	250	LF	\$ <u>8,250.00</u>
12-1.7	6" CONCRETE CURB HEAD <i>Add'l Info: Transportation Standards and Details Drawing 5.3 - Includes backfill behind back of curb</i>			
	at the unit price of \$ <u>31.00</u> per linear foot	175	LF	\$ <u>5,425.00</u>
12-1.8	SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP			
	at the unit price of \$ <u>27.00</u> per square foot	3,100	SF	\$ <u>83,700.00</u>
12-1.9	GUTTER OVERLAY <i>Add'l Info: Transportation Standard Details Drawing 5.4</i>			
	at the unit price of \$ <u>24.00</u> per linear foot	935	LF	\$ <u>22,440.00</u>
12-2.1	CONCRETE SIDEWALK			
	at the unit price of \$ <u>13.00</u> per square foot	650	SF	\$ <u>8,450.00</u>

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.6

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
12-2.4	MISCELLANEOUS CONCRETE FLATWORK <i>Add'l Info: 24" wide x 6" thick concrete gutter pan at existing flagstone curb head</i> at the unit price of \$ <u>20.00</u> per square foot	1,540	SF	\$ <u>30,800.00</u>
12-5.1	CONCRETE DRIVEWAY PAVING at the unit price of \$ <u>20.00</u> per square foot	2,239	SF	\$ <u>44,780.00</u>
12-5.3	CONCRETE BUS PAD <i>Add'l Info: At E. 31st Ave.</i> at the unit price of \$ <u>20.00</u> per square foot	970	SF	\$ <u>19,400.00</u>
16-1	SECURITY FENCE at the unit price of \$ <u>6.00</u> per linear foot	5,430	LF	\$ <u>32,580.00</u>
20-1	ASPHALTIC TEMPORARY PATCHING at the unit price of \$ <u>8.00</u> per square yard inch	2,500	SY-IN	\$ <u>20,000.00</u>
20-2bf	ASPHALT SURFACE COURSE, SX, RAP 20%, N=75, 76-28. at the unit price of \$ <u>7.00</u> per square yard inch	22,400	SY-IN	\$ <u>156,800.00</u>
20-3be	ASPHALT BASE COURSE, S, RAP 20%, N=75, 64-22. at the unit price of \$ <u>6.00</u> per square yard inch	29,400	SY-IN	\$ <u>176,400.00</u>
20-4	ASPHALT ROTOMILL at the unit price of \$ <u>6.00</u> per square yard inch	990	SY-IN	\$ <u>5,940.00</u>
22-1	EARTHWORK <i>Add'l Info: Placement of clean fill prior to placing shredded wood mulch at curb bulbouts</i> at the unit price of \$ <u>20.00</u> per square yard	300	SY	\$ <u>6,000.00</u>

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.7

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
34-2.3d	15" DIAMETER C-76 RCP, CLASS III at the unit price of \$ <u>187.00</u> per linear foot	119	LF	\$ <u>22,253.00</u>
34-2.3e	18" DIAMETER C-76 RCP, CLASS III at the unit price of \$ <u>190.00</u> per linear foot	193	LF	\$ <u>36,670.00</u>
34-2.3g	24" DIAMETER C-76 RCP, CLASS III at the unit price of \$ <u>219.00</u> per linear foot	122	LF	\$ <u>26,718.00</u>
34-6.2	PRECAST RCBC (SPECIAL SIZE AND/OR DESIGN) <i>Add'l Info: 8' span x 8' rise <10 feet cover</i> at the unit price of \$ <u>1,780.00</u> per linear foot	1,340	LF	\$ <u>2,385,200.00</u>
34-6.2	PRECAST RCBC (SPECIAL SIZE AND/OR DESIGN) <i>Add'l Info: 8' span x 8' rise >10 feet cover</i> at the unit price of \$ <u>1,780.00</u> per linear foot	790	LF	\$ <u>1,406,200.00</u>
34-12.1c	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE at the unit price of \$ <u>5,240.00</u> each	7	EA	\$ <u>36,680.00</u>
34-12.1c	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE <i>Add'l Info: Precast manhole riser only</i> at the unit price of \$ <u>2,720.00</u> each	5	EA	\$ <u>13,600.00</u>
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE <i>Add'l Info: Transition structure no.1</i> at the unit price of \$ <u>138,200.00</u> each	1	EA	\$ <u>138,200.00</u>

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.8

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE <i>Add'l Info: Transition structure no.2</i> at the unit price of \$ <u>126,900.00</u> each	1	EA	\$ <u>126,900.00</u>
34-15.3	UTILITY EXPLORATORY INVESTIGATION <i>Add'l Info: To be used only with approval and coordination of the City and County of Denver construction project manager.</i> at the unit price of \$ <u>607.00</u> each	100	EA	\$ <u>60,700.00</u>
34-16.1b	#14 INLET (L=9') at the unit price of \$ <u>8,370.00</u> each	9	EA	\$ <u>75,330.00</u>
34-16.2a	SINGLE #16 INLET WITH OPEN THROAT at the unit price of \$ <u>6,770.00</u> each	10	EA	\$ <u>67,700.00</u>
33-05.26.01	EXISTING UTILITY LOCATION/COORDINATION/RELOCATION AND/OR ADJUSTMENT <i>Add'l Info: Addendum #2</i> at the unit price of \$ <u>172,700.00</u> lump sum	1	LS	\$ <u>172,700.00</u>
40-1	SEEDING AND MULCHING at the unit price of \$ <u>2.00</u> per square foot	17,100	SF	\$ <u>34,200.00</u>
40-3	SODDING <i>Add'l Info: At curb bulb-outs and other areas includes removal of existing sod.</i> at the unit price of \$ <u>4.00</u> per square foot	1,320	SF	\$ <u>5,280.00</u>

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.9

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
40-3	SODDING <i>Add'l Info: At East Whittier Island. See revised DPR Tech Specs for Marion Street System East Whittier Island for Sodding 32 92 23 includes removal of existing sod, and using a professional installer as called out in section 1.5 Quality Control</i>			
	at the unit price of \$ <u>5.00</u>	880	SF	\$ <u>4,400.00</u>
	per square foot			
40-4a	INSTALL SPRINKLER LINE <i>Add'l Info: Adjacent to new concrete flatwork includes removal and replacement of existing irrigation system with heads.</i>			
	at the unit price of \$ <u>28.00</u>	403	LF	\$ <u>11,284.00</u>
	per linear foot			
40-5	INSTALL OR RELOCATE SPRINKLER SYSTEM <i>Add'l Info: At East Whittier Island. See revised DPR Tech Specs for Marion Street System East Whittier Island 32 80 00 Irrigation Systems. Includes 160 LF of 1" Class 200 PVC solvent weld lateral pipe, 12 total of 6" pop sprinkler body with pressure regulation and check valve with high efficiency rotary spray nozzle, and 6 LF of 3" Class 200 PVC lateral sleeve pipe. Also includes removal of existing sprinkler system with lateral pipes and heads.</i>			
	at the unit price of \$ <u>4,170.00</u>	1	LS	\$ <u>4,170.00</u>
	lump sum			
40-6	DECORATIVE LANDSCAPING <i>Add'l Info: Shredded wood mulch, as specified on the Contract Drawings, at curb bulbouts</i>			
	at the unit price of \$ <u>3,370.00</u>	1	LS	\$ <u>3,370.00</u>
	lump sum			
40-6	DECORATIVE LANDSCAPING <i>Add'l Info: Landscape restoration in ROW adjacent to new concrete flatwork not covered by pay items 40-1, 40-3, or 40-6 (another pay item) including but not limited to service walks, decorative concrete, pavers, granite/flagstone slabs, rock, mulch, plants, retaining structures, etc.</i>			
	at the unit price of \$ <u>73,290.00</u>	1	LS	\$ <u>73,290.00</u>
	lump sum			

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.10

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
40-7	REMOVE TREES (>6" DIAMETER) <i>Add'l Info: At East Whittier Island</i> at the unit price of \$ <u>726.00</u> each	4	EA	\$ <u>2,904.00</u>
40-13	SHADE TREES (> 2" CALIPER) <i>Add'l Info: At East Whittier Island. See revised DPR Tech Specs for Marion Street System East Whittier Island specification 32 93 00 Trees, Plants and Groundcovers 2" Cal. Kentucky Coffee tree</i> at the unit price of \$ <u>843.00</u> each	2	EA	\$ <u>1,686.00</u>
40-13	SHADE TREES (> 2" CALIPER) <i>Add'l Info: At Whittier Island. See revised DPR Tech Specs for Marion Street System East Whittier Island Specification 32 93 00 Trees, Plants and Groundcovers 2" Cal. Heartland Catalpa tree</i> at the unit price of \$ <u>824.00</u> each	2	EA	\$ <u>1,648.00</u>
40-15	LANDSCAPING IMPROVEMENTS <i>Add'l Info: At East Whittier Island. See revised Tech Specs for Marion Street System East Whittier Island Specification 32 91 13 Soil Preparation</i> at the unit price of \$ <u>9,960.00</u> lump sum	1	LS	\$ <u>9,960.00</u>
41-1	TRAFFIC CONTROL at the unit price of \$ <u>201,000.00</u> lump sum	1	LS	\$ <u>201,000.00</u>
43-1d	STORM WATER MANAGEMENT (SCENARIO 4) See SCS 23.0 at the unit price of \$ <u>48,780.00</u> lump sum	1	LS	\$ <u>48,780.00</u>
45-2	QUALITY CONTROL TESTING at the unit price of \$ <u>167,500.00</u> lump sum	1	LS	\$ <u>167,500.00</u>

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
46-2	EPOXY PAVEMENT MARKING <i>Add'l Info: Revised bid quantity - Addendum #2</i> at the unit price of \$ <u>7.00</u> per square foot	1,030	SF	\$ <u>7,210.00</u>
47-1	CONSTRUCTION SURVEYING at the unit price of \$ <u>72,600.00</u> lump sum	1	LS	\$ <u>72,600.00</u>
47-2	SURVEY MONUMENTATION at the unit price of \$ <u>838.00</u> each	40	EA	\$ <u>33,520.00</u>
50-1	MOBILIZATION at the unit price of \$ <u>806,100.00</u> lump sum	1	LS	\$ <u>806,100.00</u>
Eight Seven (87) Total Bid Items for Schedule A Subtotal for Schedule A:				\$ <u>8,491,305.00</u>

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.12

Marion Street System, Ph1, Base Schedule B - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
Q01-56.39.01	EXISTING TREE RETENTION AND PROTECTION <i>Add'l Info: Existing trees as identified on the plans, located in the ROW must be protected and includes fencing, includes Contractor's Consulting Arborist</i> at the unit price of \$ <u>1,680.00</u> each	5	EA	\$ <u>8,400.00</u>
Q01-56.39.01	EXISTING TREE RETENTION AND PROTECTION <i>Add'l Info: East Whittier Island Tree - See Marion Street System - East Whittier Island Revised Specification 01-56.39, includes Contractor's Consulting Arborist</i> at the unit price of \$ <u>1,680.00</u> each	1	EA	\$ <u>1,680.00</u>
Q32-31.00.01	EXISTING LANDSCAPE PROTECTION FENCING <i>Add'l Info: Existing private landscaping in ROW needs to be protected from construction activities. See Sheet LA-05 for locations.</i> at the unit price of \$ <u>11.00</u> per linear foot	300	LF	\$ <u>3,300.00</u>
Q32-80.00.01	INSTALL TYPE K ¾" WATER SERVICE LINE, STOP BOX AND METER at the unit price of \$ <u>2,230.00</u> each	2	EA	\$ <u>4,460.00</u>
Q32-80.00.02	1" BACKFLOW PREVENTION DEVICE at the unit price of \$ <u>5,560.00</u> each	2	EA	\$ <u>11,120.00</u>
Q32-80.00.03	1" REMOTE CONTROL MASTER VALVE WITH DC LATCHING SOLENOID at the unit price of \$ <u>1,430.00</u> each	2	EA	\$ <u>2,860.00</u>
Q32-80.00.04	1" QUICK COUPLING VALVE at the unit price of \$ <u>733.00</u> each	3	EA	\$ <u>2,199.00</u>

Marion Street System, Ph1, Base Schedule B - Addendum #2

Marion Street System, Ph1, Base Schedule B - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
Q32-80.00.05	1" PRESSURE REGULATING REMOTE CONTROL VALVE WITH DC LATCHING SOLENOID at the unit price of \$ <u>791.00</u> each	7	EA	\$ <u>5,537.00</u>
Q32-80.00.06	12" HIGH POP SPRINKLER BODY WITH PRESSURE REGULATION AND CHECK VALVE WITH HIGH EFFICIENCY ROT SPRAY NOZZLE at the unit price of \$ <u>74.00</u> each	61	EA	\$ <u>4,514.00</u>
Q32-80.00.07	1" SCH 40 PVC SOLVENT WELD MAINLINE PIPE at the unit price of \$ <u>9.00</u> per linear foot	200	LF	\$ <u>1,800.00</u>
Q32-80.00.08	1" CLASS 200 PVC SOLVENT WELD LATERAL PIPE at the unit price of \$ <u>4.00</u> per linear foot	770	LF	\$ <u>3,080.00</u>
Q32-80.00.09	3" CLASS 200 PVC SLEEVE PIPE at the unit price of \$ <u>11.00</u> per linear foot	180	LF	\$ <u>1,980.00</u>
Q32-80.00.10	4" CLASS 200 PVC SLEEVE PIPE WITH SEPARATE 3" CL200 PVC WIRE SLEEVE at the unit price of \$ <u>37.00</u> per linear foot	50	LF	\$ <u>1,850.00</u>
Q32-84.33.00	AUTOMATIC IRRIGATION CONTROLLER (6 STATION BATTERY OPERATED) <i>Add'l Info: Includes concrete pad and control wires</i> at the unit price of \$ <u>4,610.00</u> each	2	EA	\$ <u>9,220.00</u>
Q32-93.00.01	HEARTLAND CATALPA 2" CALIPER at the unit price of \$ <u>824.00</u> each	1	EA	\$ <u>824.00</u>

Marion Street System, Ph1, Base Schedule B - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.14

Marion Street System, Ph1, Base Schedule B - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
Q32-93.00.02	HOT WINGS TARTARIAN MAPLE 2" CALIPER at the unit price of \$ <u>773.00</u> each	2	EA	\$ <u>1,546.00</u>
Q32-93.00.03	KENTUCKY COFFEETREE 2" CALIPER at the unit price of \$ <u>843.00</u> each	2	EA	\$ <u>1,686.00</u>
Q32-93.00.04	JAPANESE PAGODA TREE 2" CALIPER at the unit price of \$ <u>983.00</u> each	1	EA	\$ <u>983.00</u>
Q32-93.00.05	AUTUMN AMBER SUMAC #5 at the unit price of \$ <u>84.00</u> each	4	EA	\$ <u>336.00</u>
Q32-93.00.06	CHIEFTAN MANZANITA #3 at the unit price of \$ <u>80.00</u> each	26	EA	\$ <u>2,080.00</u>
Q32-93.00.07	PAWNEE BUTTES SANDCHERRY #5 at the unit price of \$ <u>68.00</u> each	6	EA	\$ <u>408.00</u>
Q32-93.00.08	BLONDE AMBITION GRASS #5 at the unit price of \$ <u>70.00</u> each	34	EA	\$ <u>2,380.00</u>
Q32-93.00.09	STANDING OVATION LITTLE BLUESTEM #5 at the unit price of \$ <u>65.00</u> each	114	EA	\$ <u>7,410.00</u>
Q32-93.00.10	AUTUMN SAPPHIRE SAGE 1 QT at the unit price of \$ <u>34.00</u> each	24	EA	\$ <u>816.00</u>
Q32-93.00.11	FIRE SPINNER ICE PLANT 1 QT at the unit price of \$ <u>34.00</u> each	32	EA	\$ <u>1,088.00</u>

Marion Street System, Ph1, Base Schedule B - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.15

Marion Street System, Ph1, Base Schedule B - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
Q32-93.00.12	MEXICAN HAT 1 QT at the unit price of \$ <u>22.00</u> each	84	EA	\$ <u>1,848.00</u>
Q32-93.00.13	MOJAVE SAGE 1 QT at the unit price of \$ <u>34.00</u> each	44	EA	\$ <u>1,496.00</u>
Q32-93.00.14	PARTRIDGE FEATHER 2.5" POT at the unit price of \$ <u>17.00</u> each	106	EA	\$ <u>1,802.00</u>
Q32-93.00.15	SONORAN SUNSET HYSSOP 1 QT at the unit price of \$ <u>28.00</u> each	78	EA	\$ <u>2,184.00</u>
Q32-93.00.16	TANAGER GAZANIA 2.5" POT at the unit price of \$ <u>17.00</u> each	104	EA	\$ <u>1,768.00</u>
Q32-93.00.17	WINE CUPS 1 QT at the unit price of \$ <u>34.00</u> each	12	EA	\$ <u>408.00</u>
Q33-47.00.01	PLANTER CONCRETE SEDIMENT PAD WITH CAST IRON BULLNOSE at the unit price of \$ <u>1,340.00</u> each	8	EA	\$ <u>10,720.00</u>
Q33-47.00.02	PLANTER WALL at the unit price of \$ <u>73.00</u> per square foot	500	SF	\$ <u>36,500.00</u>
Q33-47.00.04	TYPE A PLANTER CURB INLET (WINGWALLS) at the unit price of \$ <u>2,790.00</u> each	2	EA	\$ <u>5,580.00</u>
Q33-47.00.05	TYPE B PLANTER CURB INLET (METAL ASSEMBLY) at the unit price of \$ <u>2,460.00</u> each	2	EA	\$ <u>4,920.00</u>

Marion Street System, Ph1, Base Schedule B - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.16

Marion Street System, Ph1, Base Schedule B - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
Q33-47.00.06	TYPE C PLANTER CURB INLET (STEP OUT) at the unit price of \$ <u>2,790.00</u> each	4	EA	\$ <u>11,160.00</u>
Q33-47.00.07	PLANTER CONCRETE EDGING <i>Add'l Info: At north planter - 30th Ave. and Marion intersection</i> at the unit price of \$ <u>28.00</u> per linear foot	28	LF	\$ <u>784.00</u>
Q33-47.00.08	PLANTER CONCRETE STEP OUT ZONE at the unit price of \$ <u>17.00</u> per square foot	250	SF	\$ <u>4,250.00</u>
Q33-47.00.09	BIORETENTION MEDIA at the unit price of \$ <u>61.00</u> per cubic yard	163	CY	\$ <u>9,943.00</u>
Q33-47.00.10	FILTER MATERIAL at the unit price of \$ <u>112.00</u> per cubic yard	8	CY	\$ <u>896.00</u>
Q33-47.00.11	NO. 57 STONE at the unit price of \$ <u>56.00</u> per cubic yard	40	CY	\$ <u>2,240.00</u>
Q33-47.00.12	OVERFLOW RISER WITH BEEHIVE GRATE ASSEMBLY at the unit price of \$ <u>2,010.00</u> each	8	EA	\$ <u>16,080.00</u>
Q33-47.00.13	CURTAIN LINER <i>Add'l Info: At north planter - 30th Ave. and Marion intersection</i> at the unit price of \$ <u>17.00</u> per square foot	182	SF	\$ <u>3,094.00</u>
Q33-47.00.14	10" SOLID WALL PVC PIPE at the unit price of \$ <u>45.00</u> per linear foot	70	LF	\$ <u>3,150.00</u>

Marion Street System, Ph1, Base Schedule B - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.17

Marion Street System, Ph1, Base Schedule B - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
Q33-47.00.15	4" SLOTTED PVC UNDERDRAIN SYSTEM WITH CLEAN OUT AND GATE VALVE ASSEMBLY at the unit price of \$ <u>1,680.00</u> each	8	EA	\$ <u>13,440.00</u>

**Forty Five (45) Total Bid Items for Schedule B
Subtotal for Schedule B:**

\$ 213,820.00

Marion Street System, Ph1, Base Schedule B - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.18

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
01-21.16.01	ALLOWANCE FOR TREE REMOVAL, TRIMMING/ REPLACEMENT AND DISPOSAL - SEE PROJECT SPECIAL PROVISIONS at the unit price of \$ <u>Twenty Thousand Dollars</u>		A/A	\$ <u>20,000.00</u>
01-21.16.03	ALLOWANCE FOR UNIFORMED TRAFFIC CONTROL (DPD) <i>Add'l Info: See project special provisions</i> at the unit price of \$ <u>Ten Thousand Dollars</u>		A/A	\$ <u>10,000.00</u>
01-21.16.04	ALLOWANCE FOR JOBSITE SECURITY (DPD) <i>Add'l Info: See project special provisions</i> at the unit price of \$ <u>Three Thousand Dollars</u>		A/A	\$ <u>3,000.00</u>
2-1.3	REMOVE CONCRETE CURB HEAD <i>Add'l Info: Or flagstone curb heads including adjacent concrete gutter (if applicable)</i> at the unit price of \$ <u>8.00</u> per linear foot	830	LF	\$ <u>6,640.00</u>
2-1.4	REMOVE SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP at the unit price of \$ <u>5.00</u> per square foot	757	SF	\$ <u>3,785.00</u>
2-2.1	REMOVE CONCRETE SIDEWALK at the unit price of \$ <u>4.00</u> per square foot	30	SF	\$ <u>120.00</u>
2-2.2	REMOVE CONCRETE DRIVEWAY PAVING at the unit price of \$ <u>5.00</u> per square foot	170	SF	\$ <u>850.00</u>
2-11.2b	REMOVE EXISTING 10" STORM SEWER PIPE at the unit price of \$ <u>64.00</u> per linear foot	102	LF	\$ <u>6,528.00</u>
2-11.2f	REMOVE EXISTING 21" STORM SEWER PIPE at the unit price of \$ <u>65.00</u> per linear foot	90	LF	\$ <u>5,850.00</u>

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.19

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
2-12.2	REMOVE EXISTING STORM MANHOLE at the unit price of \$ <u>2,700.00</u> each	1	EA	\$ <u>2,700.00</u>
2-13.1	REMOVE EXISTING STORM INLET at the unit price of \$ <u>2,620.00</u> each	4	EA	\$ <u>10,480.00</u>
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN at the unit price of \$ <u>391.00</u> each	17	EA	\$ <u>6,647.00</u>
02-221301	VIBRATION MONITORING AND PUBLIC OUTREACH - Marion Street System, Phase 1 <i>Add'l Info: Addendum #2</i> at the unit price of \$ <u>27,920.00</u> lump sum	1	LS	\$ <u>27,920.00</u>
02-221301a	PRE-CONSTRUCTION FACILITY CONDITION ASSESSMENT - Marion Street System, Phase 1 <i>Add'l Info: Addendum #2</i> at the unit price of \$ <u>24,570.00</u> lump sum	1	LS	\$ <u>24,570.00</u>
3-7a	HEALTH & SAFETY PLAN at the unit price of \$ <u>558.00</u> lump sum	1	LS	\$ <u>558.00</u>
3-7b	MATERIAL MANAGEMENT PLAN at the unit price of \$ <u>22,580.00</u> lump sum	1	LS	\$ <u>22,580.00</u>
5-2a	SUBGRADE MATERIAL (SELECT BACKFILL) at the unit price of \$ <u>11.00</u> per ton	1,750	TON	\$ <u>19,250.00</u>
5-7	CONTROLLED LOW STRENGTH MATERIALS (CLSM) at the unit price of \$ <u>192.00</u> per cubic yard	50	CY	\$ <u>9,600.00</u>

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.20

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
5-8	CRUSHED GRAVEL BASE COURSE (CDOT CLASS 6 ROAD BASE) <i>Add'l Info: Under asphalt concrete street paving</i> at the unit price of \$ <u>23.00</u> per ton	880	TON	\$ <u>20,240.00</u>
8-1.1b	6" DIP AWWA C151, CLASS 50 WATER LINE <i>Add'l Info: Includes removal and replacement of existing water service lines with type k copper water service lines and its associated appurtenances up to existing meters as shown on Water Only plans. See Measurement and Payment.</i> at the unit price of \$ <u>107.00</u> per linear foot	650	LF	\$ <u>69,550.00</u>
8-1.2b	INSTALL 6" WATER VALVE at the unit price of \$ <u>2,060.00</u> each	3	EA	\$ <u>6,180.00</u>
8-1.2k	INSTALL WATER METER <i>Add'l Info: Location: 2614 Marion St. Relocation of existing inside meter set includes replacement of entire existing water service line with type k copper and its associated appurtenances including outside 3/4" meter per Denver Water requirements.</i> at the unit price of \$ <u>12,540.00</u> each	1	EA	\$ <u>12,540.00</u>
8-1.4b	6" TEMPORARY WATER MAIN BYPASS at the unit price of \$ <u>22.00</u> per linear foot	550	LF	\$ <u>12,100.00</u>
8-1.5a	LEAD SERVICE LINE REPLACEMENT, <2" ID at the unit price of \$ <u>135.00</u> per linear foot	340	LF	\$ <u>45,900.00</u>
8-2	REMOVE FIRE HYDRANT ASSEMBLY at the unit price of \$ <u>2,180.00</u> each	1	EA	\$ <u>2,180.00</u>

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.21

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
8-3	RESET OR INSTALL FIRE HYDRANT ASSEMBLY at the unit price of \$ <u>7,190.00</u> each	1	EA	\$ <u>7,190.00</u>
12-1.1	6" CURB AND GUTTER 2' PAN (CD0T T2, IIB) <i>Add'l Info: Includes stabilization material (crushed gravel base course - CDOT Class 6 road base)</i> at the unit price of \$ <u>31.00</u> per linear foot	590	LF	\$ <u>18,290.00</u>
12-1.7	6" CONCRETE CURB HEAD <i>Add'l Info: Transportation Standard Detail Drawing 5.3 - Includes backfill behind back of curb.</i> at the unit price of \$ <u>31.00</u> per linear foot	113	LF	\$ <u>3,503.00</u>
12-1.8	SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP at the unit price of \$ <u>28.00</u> per square foot	870	SF	\$ <u>24,360.00</u>
12-2.1	CONCRETE SIDEWALK at the unit price of \$ <u>13.00</u> per square foot	300	SF	\$ <u>3,900.00</u>
12-2.4	MISCELLANEOUS CONCRETE FLATWORK <i>Add'l Info: 24" x 6" concrete gutter pan at existing flagstone curb head</i> at the unit price of \$ <u>20.00</u> per square foot	1,000	SF	\$ <u>20,000.00</u>
12-5.1	CONCRETE DRIVEWAY PAVING at the unit price of \$ <u>20.00</u> per square foot	230	SF	\$ <u>4,600.00</u>
12-13	CONCRETE ENCASEMENT AROUND PIPE <i>Add'l Info: Existing 20" sanitary crossing at E. 27th Ave.</i> at the unit price of \$ <u>754.00</u> per cubic yard	17	CY	\$ <u>12,818.00</u>

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.22

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
16-1	SECURITY FENCE at the unit price of \$ <u>6.00</u> per linear foot	1,110	LF	\$ <u>6,660.00</u>
20-1	ASPHALTIC TEMPORARY PATCHING at the unit price of \$ <u>8.00</u> per square yard inch	500	SY-IN	\$ <u>4,000.00</u>
20-2bf	ASPHALT SURFACE COURSE, SX, RAP 20%, N=75, 76-28. at the unit price of \$ <u>7.00</u> per square yard inch	4,930	SY-IN	\$ <u>34,510.00</u>
20-3be	ASPHALT BASE COURSE, S, RAP 20%, N=75, 64-22. at the unit price of \$ <u>6.00</u> per square yard inch	4,930	SY-IN	\$ <u>29,580.00</u>
20-4	ASPHALT ROTOMILL at the unit price of \$ <u>6.00</u> per square yard inch	40	SY-IN	\$ <u>240.00</u>
34-2.3d	15" DIAMETER C-76 RCP, CLASS III at the unit price of \$ <u>188.00</u> per linear foot	42	LF	\$ <u>7,896.00</u>
34-2.3e	18" DIAMETER C-76 RCP, CLASS III at the unit price of \$ <u>190.00</u> per linear foot	57	LF	\$ <u>10,830.00</u>
34-2.3g	24" DIAMETER C-76 RCP, CLASS III at the unit price of \$ <u>219.00</u> per linear foot	27	LF	\$ <u>5,913.00</u>
34-2.3v	96" DIAMETER C-76 RCP, CLASS III at the unit price of \$ <u>1,370.00</u> per linear foot	367	LF	\$ <u>502,790.00</u>

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.23

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
34-6.2	PRECAST RCBC (SPECIAL SIZE AND/OR DESIGN) <i>Add'l Info: 8' span x 8' rise > 10 feet cover</i> at the unit price of \$ <u>1,850.00</u> per linear foot	36	LF	\$ <u>66,600.00</u>
34-12.1c	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE at the unit price of \$ <u>5,240.00</u> each	2	EA	\$ <u>10,480.00</u>
34-12.1c	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE <i>Add'l Info: Precast manhole riser only</i> at the unit price of \$ <u>2,720.00</u> each	1	EA	\$ <u>2,720.00</u>
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE <i>Add'l Info: 27th Ave. transition structure</i> at the unit price of \$ <u>233,900.00</u> each	1	EA	\$ <u>233,900.00</u>
34-15.3	UTILITY EXPLORATORY INVESTIGATION <i>Add'l Info: To be utilized under direction of City construction project manager</i> at the unit price of \$ <u>607.00</u> each	20	EA	\$ <u>12,140.00</u>
34-16.1b	#14 INLET (L=9') at the unit price of \$ <u>8,370.00</u> each	3	EA	\$ <u>25,110.00</u>
34-16.2a	SINGLE #16 INLET WITH OPEN THROAT at the unit price of \$ <u>6,770.00</u> each	3	EA	\$ <u>20,310.00</u>

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.24

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
33-05.26.01	EXISTING UTILITY LOCATION/COORDINATION/RELOCATION AND/OR ADJUSTMENT <i>Add'l Info: Addendum #2</i> at the unit price of \$ <u>52,620.00</u> lump sum	1	LS	\$ <u>52,620.00</u>
40-1	SEEDING AND MULCHING at the unit price of \$ <u>2.00</u> per square foot	3,432	SF	\$ <u>6,864.00</u>
40-3	SODDING at the unit price of \$ <u>5.00</u> per square foot	650	SF	\$ <u>3,250.00</u>
40-4a	INSTALL SPRINKLER LINE <i>Add'l Info: Adjacent to new concrete flatwork includes removal and replacement of existing irrigation system with heads</i> at the unit price of \$ <u>38.00</u> per linear foot	127	LF	\$ <u>4,826.00</u>
40-6	DECORATIVE LANDSCAPING <i>Add'l Info: Landscape restoration in ROW adjacent to new concrete flatwork not covered by pay items 40-1 or 40-3 including but not limited to service walks, decorative concrete, pavers, granite/flagstone slabs, rock, mulch, plants, retaining structures, etc.</i> at the unit price of \$ <u>40,990.00</u> lump sum	1	LS	\$ <u>40,990.00</u>
41-1	TRAFFIC CONTROL at the unit price of \$ <u>50,260.00</u> lump sum	1	LS	\$ <u>50,260.00</u>
43-1d	STORM WATER MANAGEMENT (SCENARIO 4) See SCS 23.0 at the unit price of \$ <u>16,940.00</u> lump sum	1	LS	\$ <u>16,940.00</u>

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.25

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
45-2	QUALITY CONTROL TESTING at the unit price of \$ <u>33,510.00</u> lump sum	1	LS	\$ <u>33,510.00</u>
46-2	EPOXY PAVEMENT MARKING at the unit price of \$ <u>7.00</u> per square foot	60	SF	\$ <u>420.00</u>
47-1	CONSTRUCTION SURVEYING at the unit price of \$ <u>16,750.00</u> lump sum	1	LS	\$ <u>16,750.00</u>
47-2	SURVEY MONUMENTATION at the unit price of \$ <u>838.00</u> each	6	EA	\$ <u>5,028.00</u>
Sixty (60) Total Bid Items for Add Alt 1 Subtotal for Add Alt 1:				\$ <u>1,649,566.00</u>

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.26

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
01-21.16.01	ALLOWANCE FOR TREE REMOVAL, TRIMMING/ REPLACEMENT AND DISPOSAL - SEE PROJECT SPECIAL PROVISIONS at the unit price of \$ <u>Twenty Thousand Dollars</u>		A/A	\$ <u>20,000.00</u>
01-21.16.03	ALLOWANCE FOR UNIFORMED TRAFFIC CONTROL (DPD) <i>Add'l Info: See project special provisions</i> at the unit price of \$ <u>Ten Thousand Dollars</u>		A/A	\$ <u>10,000.00</u>
01-21.16.04	ALLOWANCE FOR JOBSITE SECURITY (DPD) <i>Add'l Info: See project special provisions</i> at the unit price of \$ <u>Three Thousand Dollars</u>		AA	\$ <u>3,000.00</u>
2-1.3	REMOVE CONCRETE CURB HEAD <i>Add'l Info: Or flagstone curb heads including adjacent concrete gutter (if applicable)</i> at the unit price of \$ <u>8.00</u> per linear foot	809	LF	\$ <u>6,472.00</u>
2-1.4	REMOVE SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP at the unit price of \$ <u>5.00</u> per square foot	564	SF	\$ <u>2,820.00</u>
2-2.1	REMOVE CONCRETE SIDEWALK at the unit price of \$ <u>4.00</u> per square foot	270	SF	\$ <u>1,080.00</u>
2-2.2	REMOVE CONCRETE DRIVEWAY PAVING at the unit price of \$ <u>5.00</u> per square foot	111	SF	\$ <u>555.00</u>
2-2.5	REMOVE MISCELLANEOUS CONCRETE FLATWORK <i>Add'l Info: Curb island paving</i> at the unit price of \$ <u>4.00</u> per square foot	320	SF	\$ <u>1,280.00</u>

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.27

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
2-11.2b	REMOVE EXISTING 10" STORM SEWER PIPE at the unit price of \$ <u>64.00</u> per linear foot	89	LF	\$ <u>5,696.00</u>
2-11.2f	REMOVE EXISTING 21" STORM SEWER PIPE at the unit price of \$ <u>65.00</u> per linear foot	145	LF	\$ <u>9,425.00</u>
2-12.2	REMOVE EXISTING STORM MANHOLE at the unit price of \$ <u>2,700.00</u> each	1	EA	\$ <u>2,700.00</u>
2-13.1	REMOVE EXISTING STORM INLET at the unit price of \$ <u>2,620.00</u> each	3	EA	\$ <u>7,860.00</u>
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN at the unit price of \$ <u>391.00</u> each	12	EA	\$ <u>4,692.00</u>
02-221301	VIBRATION MONITORING AND PUBLIC OUTREACH - Marion Street System, Phase 1 <i>Add'l Info: Addendum #2</i> at the unit price of \$ <u>27,920.00</u> lump sum	1	LS	\$ <u>27,920.00</u>
02-221301a	PRE-CONSTRUCTION FACILITY CONDITION ASSESSMENT - Marion Street System, Phase 1 <i>Add'l Info: Addendum #2</i> at the unit price of \$ <u>9,490.00</u> lump sum	1	LS	\$ <u>9,490.00</u>
3-7a	HEALTH & SAFETY PLAN at the unit price of \$ <u>558.00</u> lump sum	1	LS	\$ <u>558.00</u>
3-7b	MATERIAL MANAGEMENT PLAN at the unit price of \$ <u>3,240.00</u> lump sum	1	LS	\$ <u>3,240.00</u>

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.28

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
5-2a	SUBGRADE MATERIAL (SELECT BACKFILL) at the unit price of \$ <u>11.00</u> per ton	1,760	TON	\$ <u>19,360.00</u>
5-7	CONTROLLED LOW STRENGTH MATERIALS (CLSM) at the unit price of \$ <u>192.00</u> per cubic yard	50	CY	\$ <u>9,600.00</u>
5-8	CRUSHED GRAVEL BASE COURSE (CDOT CLASS 6 ROAD BASE) <i>Add'l Info: Under new asphalt concrete street paving</i> at the unit price of \$ <u>23.00</u> per ton	730	TON	\$ <u>16,790.00</u>
8-1.1b	6" DIP AWWA C151, CLASS 50 WATER LINE <i>Add'l Info: Includes removal and replacement of existing water service lines with type k copper water service lines and its associated appurtenances up to existing meters as shown on Water Only plans. See Measurement and Payment.</i> at the unit price of \$ <u>107.00</u> per linear foot	120	LF	\$ <u>12,840.00</u>
8-1.1h	16" DIP AWWA C151, CLASS 50 WATER LINE at the unit price of \$ <u>732.00</u> per linear foot	36	LF	\$ <u>26,352.00</u>
8-1.2b	INSTALL 6" WATER VALVE at the unit price of \$ <u>2,060.00</u> each	2	EA	\$ <u>4,120.00</u>
8-1.2e	INSTALL 12" WATER VALVE at the unit price of \$ <u>5,820.00</u> each	2	EA	\$ <u>11,640.00</u>
8-1.4b	6" TEMPORARY WATER MAIN BYPASS at the unit price of \$ <u>22.00</u> per linear foot	110	LF	\$ <u>2,420.00</u>

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
8-1.5a	LEAD SERVICE LINE REPLACEMENT, <2" ID at the unit price of \$ <u>135.00</u> per linear foot	200	LF	\$ <u>27,000.00</u>
12-1.1	6" CURB AND GUTTER 2' PAN (CD0T T2, IIB) <i>Add'l Info: Includes stabilization material (crushed gravel base course - CDOT Class 6 road base)</i> at the unit price of \$ <u>31.00</u> per linear foot	530	LF	\$ <u>16,430.00</u>
12-1.7	6" CONCRETE CURB HEAD <i>Add'l Info: Transportation Standard Details Drawing 5.3 - Includes backfill behind back of curb</i> at the unit price of \$ <u>31.00</u> per linear foot	101	LF	\$ <u>3,131.00</u>
12-1.8	SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP at the unit price of \$ <u>28.00</u> per square foot	960	SF	\$ <u>26,880.00</u>
12-2.1	CONCRETE SIDEWALK at the unit price of \$ <u>13.00</u> per square foot	370	SF	\$ <u>4,810.00</u>
12-2.4	MISCELLANEOUS CONCRETE FLATWORK <i>Add'l Info: 24" wide x 6" deep concrete gutter pan at existing flagstone curb head</i> at the unit price of \$ <u>20.00</u> per square foot	891	SF	\$ <u>17,820.00</u>
12-5.1	CONCRETE DRIVEWAY PAVING at the unit price of \$ <u>20.00</u> per square foot	180	SF	\$ <u>3,600.00</u>
12-5.2	CONCRETE APRON <i>Add'l Info: Water quality vault</i> at the unit price of \$ <u>20.00</u> per square foot	570	SF	\$ <u>11,400.00</u>

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
16-1	SECURITY FENCE at the unit price of \$ <u>6.00</u> per linear foot	1,160	LF	\$ <u>6,960.00</u>
20-1	ASPHALTIC TEMPORARY PATCHING at the unit price of \$ <u>8.00</u> per square yard inch	500	SY-IN	\$ <u>4,000.00</u>
20-2bf	ASPHALT SURFACE COURSE, SX, RAP 20%, N=75, 76-28. at the unit price of \$ <u>7.00</u> per square yard inch	4,580	SY-IN	\$ <u>32,060.00</u>
20-3be	ASPHALT BASE COURSE, S, RAP 20%, N=75, 64-22. at the unit price of \$ <u>6.00</u> per square yard inch	6,820	SY-IN	\$ <u>40,920.00</u>
20-4	ASPHALT ROTOMILL at the unit price of \$ <u>6.00</u> per square yard inch	56	SY-IN	\$ <u>336.00</u>
34-2.3d	15" DIAMETER C-76 RCP, CLASS III at the unit price of \$ <u>188.00</u> per linear foot	42	LF	\$ <u>7,896.00</u>
34-2.3e	18" DIAMETER C-76 RCP, CLASS III at the unit price of \$ <u>189.00</u> per linear foot	52	LF	\$ <u>9,828.00</u>
34-2.3i	30" DIAMETER C-76 RCP, CLASS III at the unit price of \$ <u>376.00</u> per linear foot	88	LF	\$ <u>33,088.00</u>
34-2.3v	96" DIAMETER C-76 RCP, CLASS III at the unit price of \$ <u>1,370.00</u> per linear foot	407	LF	\$ <u>557,590.00</u>
34-12.1c	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE at the unit price of \$ <u>5,240.00</u> each	4	EA	\$ <u>20,960.00</u>

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.31

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
34-12.4a	CAST-IN-PLACE TYPE B MANHOLE WITH TYPE A TOP SLAB at the unit price of \$ <u>40,350.00</u> each	1	EA	\$ <u>40,350.00</u>
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE <i>Add'l Info: Water quality vault</i> at the unit price of \$ <u>338,300.00</u> each	1	EA	\$ <u>338,300.00</u>
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE <i>Add'l Info: 26th Ave. junction structure</i> at the unit price of \$ <u>151,600.00</u> each	1	EA	\$ <u>151,600.00</u>
34-15.3	UTILITY EXPLORATORY INVESTIGATION <i>Add'l Info: To be utilized under direction of City construction project manager</i> at the unit price of \$ <u>607.00</u> each	20	EA	\$ <u>12,140.00</u>
34-16.1b	#14 INLET (L=9') at the unit price of \$ <u>8,370.00</u> each	2	EA	\$ <u>16,740.00</u>
34-16.2a	SINGLE #16 INLET WITH OPEN THROAT at the unit price of \$ <u>6,770.00</u> each	4	EA	\$ <u>27,080.00</u>
33-05.26.01	EXISTING UTILITY LOCATION/COORDINATION/RELOCATION AND/OR ADJUSTMENT <i>Add'l Info: Addendum #2</i> at the unit price of \$ <u>38,290.00</u> lump sum	1	LS	\$ <u>38,290.00</u>
40-1	SEEDING AND MULCHING at the unit price of \$ <u>2.00</u> per square foot	3,025	SF	\$ <u>6,050.00</u>

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.32

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
40-3	SODDING at the unit price of \$ <u>5.00</u> per square foot	833	SF	\$ <u>4,165.00</u>
40-4a	INSTALL SPRINKLER LINE <i>Add'l Info: Adjacent to new concrete flatwork includes removal and replacement of existing irrigation system with heads</i> at the unit price of \$ <u>37.00</u> per linear foot	171	LF	\$ <u>6,327.00</u>
40-6	DECORATIVE LANDSCAPING <i>Add'l Info: Landscape restoration in ROW adjacent to new concrete flatwork not covered by pay items 40-1 or 40-3 including but not limited to service walks, decorative concrete, pavers, granite/flagstone slabs, rock, mulch, plants, retaining structures, etc.</i> at the unit price of \$ <u>39,650.00</u> lump sum	1	LS	\$ <u>39,650.00</u>
41-1	TRAFFIC CONTROL at the unit price of \$ <u>50,260.00</u> lump sum	1	LS	\$ <u>50,260.00</u>
43-1d	STORM WATER MANAGEMENT (SCENARIO 4) See SCS 23.0 at the unit price of \$ <u>10,800.00</u> lump sum	1	LS	\$ <u>10,800.00</u>
45-2	QUALITY CONTROL TESTING at the unit price of \$ <u>39,090.00</u> lump sum	1	LS	\$ <u>39,090.00</u>
46-2	EPOXY PAVEMENT MARKING at the unit price of \$ <u>7.00</u> per square foot	60	SF	\$ <u>420.00</u>
47-1	CONSTRUCTION SURVEYING at the unit price of \$ <u>16,750.00</u> lump sum	1	LS	\$ <u>16,750.00</u>

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Pay Item #	Bid Item Description and Unit Price	Estimated Quantity	Units	Estimated Cost
47-2	SURVEY MONUMENTATION at the unit price of \$ <u>838.00</u> each	8	EA	\$ <u>6,704.00</u>
Sixty (60) Total Bid Items for Add Alt 2				
Subtotal for Add Alt 2:				\$ <u>1,849,335.00</u>

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Marion PH1

Contract No. 201952435

BF-6.34

Schedule A Bid Items Subtotal (01-21.16.01 through 50-1, Eighty-Six [86] Eighty-Seven [87] bid items)	\$ 8,491,305.00
Schedule B Bid Items Subtotal (Q01-56.39.01 through Q33-47.00.15, Forty-Five [45] bid items)	\$ 213,820.00
Base Bid Subtotal Amount Schedule A plus Schedule B (01-21.16.01 through Q33-47.00.15 (One Hundred Thirty-One [131] One Hundred Thirty-Two [132] total bid items))	\$ 8,705,125.00
• Textura ® Fee from table on Page BF-3 (based on Base Bid Subtotal Amount)	\$ 12,200.00
Bid Items Total Amount plus Textura® Fee equals Total Base Bid Amount	\$ 8,717,325.00

Total Base Bid Amount: Eight Million, Seven Hundred Seventeen Thousand, Three Hundred Twenty-five dollars and Zero cents
Dollars \$ 8,717,325.00

Base Bid Subtotal Amount Schedule A plus Schedule B (01-21.16.01 through Q33-47.00.15 (One Hundred Thirty-One [131] One Hundred Thirty-Two [132] total bid items))	\$ 8,705,125.00
• AddAlt 1 Subtotal (01-21.16.01 through 47-2, Fifty-Nine [59] Sixty [60] bid items)	\$ 1,649,566.00
• Textura ® Fee from table on Page BF-3 (based on Base Bid Subtotal Amount plus AddAlt 1 Subtotal)	\$ 20,345.00
Base Bid Subtotal Amount plus AddAlt 1 Subtotal plus Textura® Fee equals Total Bid Amount	\$ 10,375,036.00

Total Bid Amount: Ten Million, Three Hundred Seventy-five Thousand, Thirty-six dollars and Zero cents
Dollars \$ 10,375,036.00

Base Bid Subtotal Amount Schedule A plus Schedule B (01-21.16.01 through Q33-47.00.15 (One Hundred Thirty-One [131] total bid items))	\$ 8,705,125.00
• AddAlt 1 Subtotal (01-21.16.01 through 47-2, Fifty-Nine [59] Sixty [60] bid items)	\$ 1,649,566.00
• AddAlt 2 Subtotal (01-21.16.01 through 47-2, Fifty-Nine [59] Sixty [60] bid items)	\$ 1,849,335.00
• Textura ® Fee from table on Page BF-3 (based on Base Bid Subtotal Amount plus AddAlt 1 plus AddAlt 2)	\$ 20,345.00
Base Bid Subtotal Amount plus AddAlt 1 Subtotal plus AddAlt 2 Subtotal plus Textura® Fee equals Total Bid Amount	\$ 12,224,371.00

Total Bid Amount: Twelve Million, Two Hundred Twenty-four Thousand, Three Hundred Seventy-one dollars and Zero cents
Dollars \$ 12,224,371.00

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 Hartford Fire Insurance Company, a corporation of the State of Connecticut, 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% of Total Bid. 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: _____ Name: _____


Address: _____ Address: _____

If there are no such persons, firms, or corporations, please so state in the following space: **NONE**

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
Pavement marking	0.11%	American Striping Company 3075 South Tejon St., Englewood, CO 80110
Asphalt paving	3.78%	Chacon Paving, Inc. 1701 E. 114th Place, Northglenn, CO 80233
Construction Materials Testing	1.66%	Martinez Associates 14828 West 6th Ave., Unit 9-B, Golden, CO 80401
Trucking/hauling	7.41%	J.P. Meyer Trucking & Construction, Inc. 21999 Tall Grass Trail #5, Golden, CO 80403
Vibration Monitoring	2.17%	Integrated Geotechnical Solutions, Inc. 585 James St., Littleton, CO 80126
Health & Safety, Mat'l Mgmt Plans	0.06%	Smith Environmental & Engineering 250 Perry Lane, Dacono, CO 80514
Seeding, sodding, landscaping	2.05%	MGT Landscaping, Inc. 8125 W. Grand Ave., Ste#100, Littleton, CO 80123
Traffic control	2.06%	Traffic Control West, Inc. 1075 Atchison Ct., Castle Rock, CO 80109

(Copy this page if additional room is required.)

 DENVER OFFICE OF ECONOMIC DEVELOPMENT	List of Proposed MWBE Bidders, Subcontractors, Suppliers (Manufacturers) or Brokers		Office of Economic Development Division of Small Business Opportunity Compliance Unit 201 W. Colfax Ave. Dept. 907 Denver, CO 80202 Phone: 720-913-1999 DSBO@denvergov.org				
	City & County of Denver Contract No.: 201952435						
The undersigned Bidder proposes to utilize all listed firms. The following MWBE(s) firms listed are CURRENTLY certified by the City and County of Denver. Only the level of MWBE participation listed at the bid opening will count toward satisfaction of the project goal. Only bona fide commissions may be counted for Brokers. MWBE prime bidders must detail their bid information below. Please copy and attach this page to list additional MWBE.							
Prime Bidder							
Business Name: Concrete Works of Colorado, Inc.							
Address: 1260 Rock Creek Circle, Lafayette, CO 80026			Contact Person: ReaAnn Fletcher				
Type of Service: Prime Bidder/ Concrete, pipe		Dollar Amount: \$:	N/A	Percent of Project: N/A			
Certified MWBE Prime Bidder							
Business Name:							
Address:			Contact Person:				
Type of Service:		Dollar Amount: \$:	Percent of Project:				
Subcontractors, Suppliers Manufacturers or Brokers (check one box)							
<input checked="" type="checkbox"/>	Subcontractor (✓)	<input type="checkbox"/>	Supplier (✓)	<input type="checkbox"/>	Manufacturer (✓)	<input type="checkbox"/>	Broker (✓)
Business Name: American Striping Company							
Address: 3075 S. Tejon St., Englewood, CO 80110			Type of Service: Pavement marking				
Contact Person: Alejandra Harvey		Dollar Amount: \$: 9,680.00	Percent of Project: 0.11%				
<input checked="" type="checkbox"/>	Subcontractor (✓)	<input type="checkbox"/>	Supplier (✓)	<input type="checkbox"/>	Manufacturer (✓)	<input type="checkbox"/>	Broker (✓)
Business Name: Chacon Paving, Inc.							
Address: 1701 E. 114th Place, Northglenn, CO 80233			Type of Service: Asphalt paving				
Contact Person: Jose Chacon		Dollar Amount: \$: 330,360.00	Percent of Project: 3.78%				
<input checked="" type="checkbox"/>	Subcontractor (✓)	<input type="checkbox"/>	Supplier (✓)	<input type="checkbox"/>	Manufacturer (✓)	<input type="checkbox"/>	Broker (✓)
Business Name: Martinez Associates, Inc.							
Address: 14828 W. 6th Ave., Unit 9-B, Golden, CO 80401			Type of Service: Materials testing				
Contact Person: James Martinez		Dollar Amount: \$: 145,089.00	Percent of Project: 1.66%				

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Subcontractors, Suppliers Manufacturers or Brokers (check one box)							
<input checked="" type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name: J.P. Meyer Trucking & Construction, Inc.							
Address: 21999 Tall Grass Trail #5, Golden, CO 80403			Type of Service: Trucking/hauling				
Contact Person: Jeanie Meyer			Dollar Amount: \$: 646,000.00	Percent of Project: 7.41%			
<input checked="" type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name: MGT Landscaping, Inc.							
Address: 8125 W. Grand Ave., Unit B, Littleton 80123			Type of Service: Seeding, sodding, landscaping				
Contact Person: Kerry Hasegawa			Dollar Amount: \$: 179,338.00	Percent of Project: 2.05%			
<input checked="" type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name: Traffic Control West, Inc.							
Address: 1075 Atchison Ct., Castle Rock, CO 80109			Type of Service: Traffic control				
Contact Person: Jp-Ann Pacheco			Dollar Amount: \$: 180,000.00	Percent of Project: 2.06%			
<input type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			
<input type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			
<input type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			
<input type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>	Manufacturer (√)	<input type="checkbox"/>	Broker (√)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			

Rev 031816JE

The undersigned Bidder hereby certifies that the aforementioned subcontractors and suppliers have full knowledge that their names have been offered as subcontractors and suppliers for the work, and the Bidder further certifies that the dollar amount of work to be performed by the aforementioned M/WBE(s) was furnished to the Bidder prior to the bid opening. The undersigned Bidder agrees that after the bid opening, it shall submit to the City an executed and completed W/MBE "Letter of Intent" in three working days (3) on each of its M/WBE subcontractors. The "Letter of Intent" form is contained in the Contract Documents.

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: 1260 Rock Creek Circle

City, State, Zip Code: Lafayette, CO 80026

Telephone Number of Bidder: 303-665-2933, EXT 110 Fax No. 303-665-2996

Social Security or Federal Employer ID Number of Bidder: 84-0819993

Name and location of the last work of this kind herein contemplated upon which the Bidder was engaged: City and County of Denver - 33rd St. Outfall (Curtis to Lafayette)

For information relative thereto, please refer to:

Name: James Potter

Title: Interim Director

Address: City/County of Denver Dept of Transportation & Infrastructure
2000 W. 3rd Ave., Denver, CO 80223

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

Addenda Number 1 Date 1/10/2020

Addenda Number 2 Date 1/29/2020

Addenda Number 3 Date 2/13/2020

Dated this 27th day of February, 2020.

Signature of Bidder:

If an Individual: _____ doing business
as _____.

If a Partnership: _____
by: _____ General Partner.

If a Corporation: Concrete Works of Colorado, Inc.

a Colorado Corporation,

by: ReaAnn Fletcher, its President.
ReaAnn Fletcher, Contracts Manager, for: Marc Lenart, President

Attest:
Theresa J. Olson
Secretary (Corporate Seal)



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

Firm: _____
Corporation (), Partnership () or () Limited Liability Company

By: _____ (If a Corporation)
Attest: _____
Title: _____ Secretary (Corporate Seal)

Firm: _____
Corporation (), Partnership () or () Limited Liability Company

By: _____ (If a Corporation)
Attest: _____
Title: _____ Secretary (Corporate Seal)

Firm: _____
Corporation (), Partnership () or () Limited Liability Company

By: _____ (If a Corporation)
Attest: _____
Title: _____ Secretary (Corporate Seal)



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

COMMITMENT TO MWBE PARTICIPATION

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

**The undersigned has satisfied the MWBE participant requirements in the following manner
(Please check the appropriate box):**

The Bidder/Proposer is committed to the minimum 17 % **MWBE** utilization on the project, and will submit Letters of Intent (LOI) for each subcontractor/subconsultant listed in the Bid Forms as follows:
Hard Bids: Three (3) business days after the bid opening.
Request for Proposals/Qualifications: With the proposal when due.
Compliance Plans: With each task/work order

The Bidder/Proposer is unable to meet the project goal of _____ % **MWBE**, but is committed to a minimum of _____ % **MWBE** utilization on the project. The Bidder/Proposer understands that they must submit a detailed statement of their good faith effort under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or no later than **three (3)** days after bid opening as a matter of responsibility as in accordance with DRMC Section 28-62 and 28-67 of Ordinance 85 to the Division of Small Business Opportunity.

The Bidder/Proposer is a certified **MWBE** in good standing with the City and is committed to self-perform a minimum of _____ % of the work on the contract.

Bidder/Proposer (Name of Firm): Concrete Works of Colorado, Inc.

Firm's Representative (Please print): ReaAnn Fletcher

Signature (Firm's Representative): 

Title: Contracts Manager

Address: 1260 Rock Creek Circle

City: Lafayette

State: CO


Zip: 80026

Phone: 303-665-2933, EXT 110

Fax: 303-665-2996

Email: reaannf@cw-email.com

A copy of the MWBE Certification letter must be attached to each Letter of Intent (LOI).



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

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

LETTER OF INTENT (LOI)
INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org,
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 201952435	Project Name: Marion Street System, Phase 1						
A. The Following Section Is To Be Completed by the Bidder/Consultant This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE							
Name of Bidder/Consultant: Concrete Works of Colorado, Inc.				Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Phone: 303-665-2933, X110	
Contact Person: ReaAnn Fletcher			Email: reaannf@cwcc-email.com			Fax: 303-665-2996	
Address: 1260 Rock Creek Circle			City: Lafayette		State: CO	Zip: 80026	
B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant							
Name of Certified Firm: American Striping Company					Phone: 303-495-5950		
Contact Person: Alejandra Harvey			Email: alejandra@americanstripingcompany.com			Fax: 303-300-9181	
Address: 3075 S. Tejon St.			City: Englewood		State: CO	Zip: 80110	
Please check the designation which applies to the certified firm.		M/WBE (v)	X	SBE (v)		EBE (v)	DBE (v)
Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:							
A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached							
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u> 46-2 Epoxy Pavement Marking; 50-1 Mobilization							
X	Subcontractor/Subconsultant (v)			Supplier (v)		Broker (v)	
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$ 9,680.00						0.11 %	
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:							
						%	
If the fee amount of the work to be performed is requested, the fee amount, is:							
						\$	
Bidder/Consultant's Signature: <i>ReaAnn Fletcher</i>					Date: 2/27/2020		
Title: ReaAnn Fletcher, Contracts Manager							
X	M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: <i>A. Cicco</i>					Date: 2.27.20	
Title: Estimator							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							



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

LETTER OF INTENT (LOI)
INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dobo@denvergov.org,
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 201952435	Project Name: Marion Street System, Phase 1
--------------------------------	--

A. The Following Section Is To Be Completed by the Bidder/Consultant
This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE

Name of Bidder/Consultant: Concrete Works of Colorado, Inc.		Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Phone: 303-665-2933, X110
Contact Person: ReaAnn Fletcher		Email: reaannf@cwcc-email.com	Fax: 303-665-2996
Address: 1260 Rock Creek Circle		City: Lafayette	State: CO Zip: 80026

B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier
This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant

Name of Certified Firm: Chacon Paving, Inc.		Phone: 303-450-0616
Contact Person: Jose Chacon		Email: jose@chaconpavinginc.com Fax: 303-255-2459
Address: 1701 E. 114th Place		City: Northglenn State: CO Zip: 80233

Please check the designation which applies to the certified firm.	M/WBE (v)	<input checked="" type="checkbox"/>	SBE (v)	<input type="checkbox"/>	EBE (v)	<input type="checkbox"/>	DBE (v)	<input type="checkbox"/>
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Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:

A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached

Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. **On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.**
 20-1 Asphaltic Temporary Patching; 20-2bf Asphalt Surface Course, SX, RAP 20%, N=75, 76-28;
 20-3be Asphalt Base Course, S, RAP 20%, N=75, 64-22; 50-1 Mobilization

<input checked="" type="checkbox"/>	Subcontractor/Subconsultant (v)	<input type="checkbox"/>	Supplier (v)	<input type="checkbox"/>	Broker (v)
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Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:
 \$ 330,360.00 3.78 %

Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is: %
 If the fee amount of the work to be performed is requested, the fee amount, is: \$

Bidder/Consultant's Signature: *ReaAnn Fletcher* **Date:** 2/27/2020

Title: ReaAnn Fletcher, Contracts Manager

X **M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:** *José Chacon* **Date:** 2/27/2020

Title: *President*

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




Office of Economic Development
 Division of Small Business Opportunity
 Compliance Unit
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LETTER OF INTENT (LOI)
INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 201952435		Project Name: Marion Street System, Phase 1	
A. The Following Section Is To Be Completed by the Bidder/Consultant This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE			
Name of Bidder/Consultant: Concrete Works of Colorado, Inc.		Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Phone: 303-665-2933, X110
Contact Person: ReaAnn Fletcher		Email: reaanf@cwc-email.com	Fax: 303-665-2996
Address: 1260 Rock Creek Circle		City: Lafayette	State: CO Zip: 80026
B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant			
Name of Certified Firm: J.P. Meyer Trucking & Construction, Inc.		Phone: 303-426-0966	
Contact Person: Jeanie Meyer		Email: jeaniemey3@gmail.com	Fax: 303-412-0661
Address: 21999 Tall Grass Trail #5		City: Golden	State: CO Zip: 80403
Please check the designation which applies to the certified firm.	M/WBE (v) <input checked="" type="checkbox"/>	SBE (v) <input type="checkbox"/>	EBE (v) <input type="checkbox"/>
			DBE (v) <input type="checkbox"/>
Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:			
A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached			
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u> **SEE ATTACHED FOR LIST OF BID ITEMS - SCOPE IS FOR TRUCKING ONLY ON THESE BID ITEMS.**			
X	Subcontractor/Subconsultant (v)	Supplier (v)	Broker (v)
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:			
\$ 646,000.00		7.41 %	
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:			
		%	
If the fee amount of the work to be performed is requested, the fee amount, is:			
		\$	
Bidder/Consultant's Signature: <i>ReaAnn Fletcher</i>		Date: 2/27/2020	
Title: ReaAnn Fletcher, Contracts Manager			
X	M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: <i>[Signature]</i>	Date: 2-27-20	
Title: <i>President</i>			
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.			






DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

Office of Economic Development
Division of Small Business Opportunity
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LETTER OF INTENT (LOI)
INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org,
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 201952435	Project Name: Marion Street System, Phase 1						
A. The Following Section Is To Be Completed by the Bidder/Consultant This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE							
Name of Bidder/Consultant: Concrete Works of Colorado, Inc.				Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Phone: 303-665-2933, X110	
Contact Person: ReaAnn Fletcher			Email: reaannf@cw-c.com		Fax: 303-665-2996		
Address: 1260 Rock Creek Circle			City: Lafayette		State: CO	Zip: 80026	
B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant							
Name of Certified Firm: Martinez Associates, Inc.					Phone: 303-459-2216		
Contact Person: James Martinez			Email: jamesm@martineztesting.com		Fax: 303-482-2230		
Address: 14828 W. 6th Ave., Unit 9-B			City: Golden		State: CO	Zip: 80401	
Please check the designation which applies to the certified firm.		M/WBE (v)	X	SBE (v)		EBE (v)	DBE (v)
Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:							
A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached							
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u> 45-2 Quality Control Testing							
X	Subcontractor/Subconsultant (v)		Supplier (v)		Broker (v)		
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$ 145,089.00					1.66 %		
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:							
					%		
If the fee amount of the work to be performed is requested, the fee amount, is:							
					\$		
Bidder/Consultant's Signature: 					Date: 2/28/2020		
Title: ReaAnn Fletcher, Contracts Manager							
X	M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: 					Date: 2/28/2020	
Title: President							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							




DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

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

LETTER OF INTENT (LOI)
INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org,
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 201952435	Project Name: Marion Street System, Phase 1						
A. The Following Section Is To Be Completed by the Bidder/Consultant This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE							
Name of Bidder/Consultant: Concrete Works of Colorado, Inc.				Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Phone: 303-665-2933, X110	
Contact Person: ReaAnn Fletcher			Email: reaannf@cw-c.com			Fax: 303-665-2996	
Address: 1260 Rock Creek Circle			City: Lafayette		State: CO	Zip: 80026	
B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant							
Name of Certified Firm: Mitch's Green Thump Landscaping dba MGT Landscaping, Inc.					Phone: 303-781-2331		
Contact Person: Kerry Hasegawa			Email: lisa@mgtcolorado.com			Fax: 303-781-2192	
Address: 8125 W. Grand Ave. , Unit B			City: Littleton		State: CO	Zip: 80123	
Please check the designation which applies to the certified firm.		M/WBE (v)	X	SBE (v)		EBE (v)	DBE (v)
Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:							
A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached							
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u> 40-3 Sodding; 40-4a Install Sprinkler Line; 40-5 Install or Relocate Sprinkler System; 40-6 Decorative Landscaping; 40-13 Shade Trees (>2" Caliper); 40-15 Landscaping Improvements; 50-1 Mobilization							
X	Subcontractor/Subconsultant (v)			Supplier (v)		Broker (v)	
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$ 179,338.00						2.05 %	
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:							
						%	
If the fee amount of the work to be performed is requested, the fee amount, is:							
						\$	
Bidder/Consultant's Signature: <i>ReaAnn Fletcher</i>					Date: 2/27/2020		
Title: ReaAnn Fletcher, Contracts Manager							
X	M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: <i>[Signature]</i>					Date: 2-27-2020	
Title: President							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

Office of Economic Development
Division of Small Business Opportunity
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201 West Colfax Ave., Dept. 907
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LETTER OF INTENT (LOI)
INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org,
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 201952435		Project Name: Marion Street System, Phase 1					
A. The Following Section Is To Be Completed by the Bidder/Consultant This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE							
Name of Bidder/Consultant: Concrete Works of Colorado, Inc.				Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Phone: 303-665-2933, X110	
Contact Person: ReaAnn Fletcher			Email: reaannf@cw-c.com			Fax: 303-665-2996	
Address: 1260 Rock Creek Circle			City: Lafayette		State: CO	Zip: 80026	
B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant							
Name of Certified Firm: Traffic Control West, Inc.					Phone: 303-688-2469		
Contact Person: Jo-Ann Pacheco			Email: rent@trafficcontrolwest.com			Fax: 303-688-1777	
Address: 1075 Atchison Ct.			City: Castle Rock		State: CO	Zip: 80109	
Please check the designation which applies to the certified firm.		M/WBE (v)	X	SBE (v)		EBE (v)	DBE (v)
Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:							
A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached							
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u> 41-1 Traffic Control							
X	Subcontractor/Subconsultant (v)			Supplier (v)		Broker (v)	
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$ 180,000.00						2.06 %	
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:							
						%	
If the fee amount of the work to be performed is requested, the fee amount, is:							
						\$	
Bidder/Consultant's Signature: <i>ReaAnn Fletcher</i>					Date: 2/27/2020		
Title: ReaAnn Fletcher, Contracts Manager							
X	M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: <i>Jo-Ann Pacheco</i>					Date: 02/27/2020	
Title: General Mgr.							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							

Letter of Intent (LOI) Checklist

*All lines must be completed or marked N/A for Not Applicable
Submit the attached completed checklist with this letter.*

Completed ✓	
<input type="checkbox"/>	Project Number & Project Name
<input type="checkbox"/>	Section A: Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email
<input type="checkbox"/>	Section B: Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email
<input type="checkbox"/>	Designation checked for MBE/WBE, SBE, EBE or DBE
<input type="checkbox"/>	Indirect Utilization: Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 nd tier subcontractor/subconsultant, supplier or broker.
<input type="checkbox"/>	Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE
<input type="checkbox"/>	Line items performed, if line-item bid.
<input type="checkbox"/>	Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached
<input type="checkbox"/>	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
	If project is a hard bid...
<input type="checkbox"/>	Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
<input type="checkbox"/>	Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
	If project is an RFP/RFQ...
<input type="checkbox"/>	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.
<input type="checkbox"/>	Fee amount if fee amount of work to be performed is requested.
<input type="checkbox"/>	Bidder/Consultant's Signature, Title & Date
<input type="checkbox"/>	M/WBE, SBE, EBE or DBE Firm's Signature, Title and Date

Select One ✓	SUBMITTED VIA... For Construction Hard Bids ONLY, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/>	Email to DSBO@denvergov.org

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance 85: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

Joint Venture Affidavit

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

The Undersigned swears that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the Undersigned covenant and agree to provide the City current, complete, and accurate information regarding actual joint venture work and the payment thereof and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records, and files of the joint venture, by authorized representatives of the City or Federal funding agency, if applicable. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initialing action under Federal or State laws concerning false statements.

Name of Firm: _____

Print Name: _____

Title _____

Signature: _____

Date: _____

Notary Public

County of _____

State of _____

My Commission Expires: _____

Subscribed and sworn before me this

_____ day of _____, 20_____

Notary Seal

Notary Signature: _____

Notary Commission #: _____

Address: _____

Name of Firm: _____

Print Name: _____

Title _____

Signature: _____

Date: _____

Notary Public

County of _____

State of _____

My Commission Expires: _____

Subscribed and sworn before me this

_____ day of _____, 20_____

Notary Seal

Notary Signature: _____

Notary Commission #: _____

Address: _____



JOINT VENTURE ELIGIBILITY FORM

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

Joint Venture means an association of two (2) or more business enterprises to constitute a single business enterprise to perform a City construction or professional design and construction services contract for which purpose they combine their property, capital, efforts, skills and knowledge, and in which each joint venturer is responsible for a distinct, clearly defined portion of the work of the contract, performs a commercially useful function, and whose share in the capital contribution, control, management responsibilities, risks and profits of the joint venture are equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the joint venturers and their relationship and responsibility to the contract.

The Division of Small Business Opportunity (DSBO) requires the following information be provided from participants of a prospective joint venture, to assist DSBO in evaluating the proposed joint venture. This Joint Venture Eligibility form and the Joint Venture Affidavit apply if SBEs, EBEs, MBEs, WBEs or DBEs participate in this joint venture.

Please return this form, the Joint Venture Affidavit, and a copy of your Joint Venture Agreement to: Division of Small Business Opportunity, 201 West Colfax Avenue, Denver, CO 80202, at least **ten (10) working days** prior to bid opening or proposal.

If you have questions regarding this process, please contact DSBO at 720-913-1999.

Joint Venture Information

Name:		Contact Person:	
Address:			
City:	State:	Zip:	Phone:

Joint Venture Participants

Name:		Contact Person:	
Address:			
City:	State:	Zip:	Phone:
% Ownership:	Certifying Entity:	Type Certification & Date: (S/E/M/W or DBE)	
Type of Work for which Certification was granted:			

Name:		Contact Person:	
Address:			
City:	State:	Zip:	Phone:
% Ownership:	Certifying Entity:	Type Certification & Date: (S/E/M/W or DBE)	
Type of Work for which Certification was granted:			

General Information

SBE/EBE/MBE/WBE/DBE Initial Capital Contributions: \$	%
Future capital contributions (explain requirements) (attach additional sheets if necessary):	
Source of Funds for the SBE/EBE/MBE/WBE/DBE Capital Contributions:	
Describe the portion of the work or elements of the business controlled by the SBE/EBE/MBE/WBE or DBE: (attach additional sheets if necessary)	

Describe the portion of the work or elements of the business controlled by non-SBE/EBE/MBE/WBE or DBE: (attach additional sheets if necessary)

JOINT VENTURE ELIGIBILITY FORM

General information

Describe the SBE/EBE/MBE/WBE or DBE's involvement in the overall management of the joint venture (e.g., participation on a management committee or managing board voting rights, etc.) (attach additional sheets if necessary)

Describe the SBE/EBE/MBE/WBE or DBE's share in the profits of the joint venture:

Describe the SBE/EBE/MBE/WBE or DBE's share in the risks of the joint venture:

Describe the roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):

a. SBE/EBE/MBE/WBE or DBE joint venture participant:

b. Non- SBE/EBE/MBE/WBE or DBE joint venture participant:

Describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary):

a. SBE/EBE/MBE/WBE or DBE joint venture participant:

b. Non- SBE/EBE/MBE/WBE or DBE joint venture participant:

Which firm will be responsible for accounting functions relative to the joint venture's business?

Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties?

Please provide information relating to the approximate **number** of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the S/E/MWBE/DBE, non- S/E/MWBE/DBE or joint venture:

	Non- SBE/EBE/M/WBE/DBE	SBE/EBE/M/WBE/DBE	Joint Venture
Management			
Administrative			
Support			
Hourly Employees			

JOINT VENTURE ELIGIBILITY FORM

General Information

Please provide the name of the person who will be responsible for hiring employees for the joint venture.

Who will they be employed by?

Are any of the proposed joint venture employees currently employees of any of the joint venture partners? Yes (✓) No (✓)

If yes, please list the number and positions and indicate which firm currently employs the individual(s), (use additional sheets if necessary)

Number of employees	Position	Employed By

Attach a copy of the proposed joint venture agreement, promissory note or loan agreement (if applicable), and any and all written agreements between the joint venture partners.

List all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved.

If there are any significant changes in or pertaining to this submittal, the joint venture members must immediately notify the Division of Small Business Opportunity.

COMP-FRM-015

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT CONCRETE WORKS OF COLORADO, INC., 1260 Rock Creek Circle, Lafayette, Colorado 80026 _____, as Principal, and HARTFORD FIRE INSURANCE COMPANY _____, a corporation organized and existing under and by virtue of the laws of the State of Connecticut _____, 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 Oblige, in full and just sum of Five Percent (5%) of the Total Amount of the Bid _____ Dollars, (\$ _____), 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 February 27 _____, 2020, for the construction of: **Contract No. 201952435, MARION STREET SYSTEM, PHASE 1**, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado, and said Oblige 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 Oblige 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 Oblige 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 Oblige, 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 Oblige 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 February, 2020.

ATTEST

By [Signature]
Secretary

CONCRETE WORKS OF COLORADO, INC.

Principal

By [Signature]

Title ReaAnn Fletcher, Contracts Manager

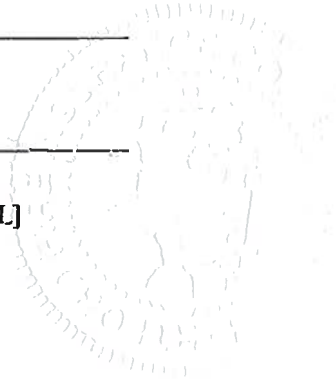
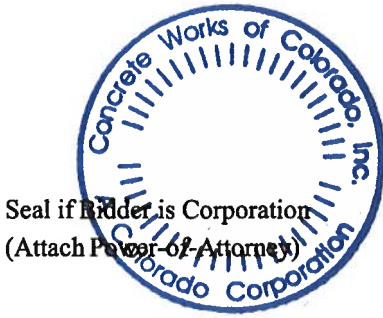
HARTFORD FIRE INSURANCE COMPANY

Surety

By [Signature]

Douglas J. Kothey, Attorney-in-Fact

[SEAL]



POWER OF ATTORNEY

THE HARTFORD
BOND, T-4
One Hartford Plaza
Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 34-344525

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Douglas J. Rothery, Cynthia M. Burnett
of
Littleton, CO

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 27, 2020 .

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President



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

Diversity and Inclusiveness* in City Solicitations Information Request Form

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

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

Business Email Address * reaanf@cwc-email.com

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

Project Name * Marion Street System, Phase 1

Solicitation No. (Check Below if Not Applicable) * Contract No. 201952435

Check Here if Solicitation No. is N/A

Name of Your Company * Concrete Works of Colorado, Inc.

What Industry is Your Business? *

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

Address * 1260 Rock Creek Circle

City * Lafayette **State** CO **Zip Code *** 80026

Business Phone Number * 303-665-2933, EXT 110

Business Facsimile Number 303-665-2996

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) *

Concrete Works follows all State and Federal employment laws including posting all required EEO materials on bulletin boards in company common areas and jobsites. All new CWC employees are given a company handbook which includes the company EEO policies.

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: Employee handbook

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) *

Concrete Works actively utilizes the State and various municipalities' MWBE and DBE programs for all our projects. On average, 10-20% of our projects' total values are routinely awarded to subcontractors and suppliers from the MWBE and DBE programs.

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) *

No plans. Concrete Works of Colorado has diversity at every level of operation. Our EEO policy encourages diversity and inclusiveness.

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. *

No plans.

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

Yes No

If yes, please email XO101@denvergov.org.

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

ReaAnn Fletcher
Signature of Person Completing Form *

Feb. 27, 2020
Date

ReaAnn Fletcher
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
STATE OF COLORADO



DEPARTMENT OF PUBLIC WORKS

Bid Documents Package

Contract Number: 201952435



Marion Street System, Phase 1

November 13, 2019

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

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Statement of Quantities**Marion Street System, Ph 1, Base Schedule A - Addendum #2**

Pay Item #	Description	Estimated Quantity	Units
01-21.16.01	ALLOWANCE FOR TREE REMOVAL, TRIMMING/ REPLACEMENT AND DISPOSAL - SEE PROJECT SPECIAL PROVISIONS	1	A/A
01-21.16.03	ALLOWANCE FOR UNIFORMED TRAFFIC CONTROL (DPD) <i>Add'l Info: See project special provisions</i>	1	A/A
01-21.16.04	ALLOWANCE FOR JOBSITE SECURITY (DPD) <i>Add'l Info: See project special provisions</i>	1	A/A
01-52.13	TEMPORARY OFFICE FACILITIES	1	LS
2-1.2b	REMOVE 9" CONCRETE CURB AND/OR GUTTER	663	LF
2-1.3	REMOVE CONCRETE CURB HEAD <i>Add'l Info: Or flagstone curb heads including adjacent concrete gutter (if applicable)</i>	3,743	LF
2-1.4	REMOVE SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	2,160	SF
2-2.1	REMOVE CONCRETE SIDEWALK	600	SF
2-2.2	REMOVE CONCRETE DRIVEWAY PAVING	2,086	SF
2-2.5	REMOVE MISCELLANEOUS CONCRETE FLATWORK <i>Add'l Info: Curb island paving</i>	700	SF
2-3.1	REMOVE CONCRETE ALLEY GUTTER	141	SF
2-3.5	REMOVE CONCRETE STREET PAVING <i>Add'l Info: Bus pad at E. 31st Ave.</i>	1,140	SF
2-11.2b	REMOVE EXISTING 10" STORM SEWER PIPE	465	LF
2-11.2c	REMOVE EXISTING 12" STORM SEWER PIPE	58	LF

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
2-11.2e	REMOVE EXISTING 18" STORM SEWER PIPE	40	LF
2-11.2f	REMOVE EXISTING 21" STORM SEWER PIPE	120	LF
2-11.2g	REMOVE EXISTING 24" STORM SEWER PIPE	101	LF
2-12.2	REMOVE EXISTING STORM MANHOLE	4	EA
2-13.1	REMOVE EXISTING STORM INLET	13	EA
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN	55	EA
02-221301	VIBRATION MONITORING AND PUBLIC OUTREACH - Marion Street System, Phase 1 <i>Add'l Info: Addendum #2</i>	1	LS
02-221301a	PRE-CONSTRUCTION FACILITY CONDITION ASSESSMENT - Marion Street System, Phase 1 <i>Add'l Info: Addendum #2</i>	1	LS
3-7a	HEALTH & SAFETY PLAN	1	LS
3-7b	MATERIAL MANAGEMENT PLAN	1	LS
5-2a	SUBGRADE MATERIAL (SELECT BACKFILL)	11,800	TON
5-2b	TOPSOIL <i>Add'l Info: Adjacent to flatwork</i>	100	TON
5-7	CONTROLLED LOW STRENGTH MATERIALS (CLSM)	600	CY
5-8	CRUSHED GRAVEL BASE COURSE (CDOT CLASS 6 ROAD BASE) <i>Add'l Info: Under new asphalt concrete street paving</i>	3,800	TON

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
8-1.1b	6" DIP AWWA C151, CLASS 50 WATER LINE <i>Add'l Info: Includes removal and replacement of existing water service lines with type k copper water service lines and its associated appurtenances up to existing meters as shown on Water Only plans. 64 lf of 16" steel casings under Streetside Stormwater Planters as shown on Water Only plans is also included. See Measurement and Payment.</i>	2,700	LF
8-1.1c	8" DIP AWWA C151, CLASS 50 WATER LINE	140	LF
8-1.1e	12" DIP AWWA C151, CLASS 50 WATER LINE	12	LF
8-1.2b	INSTALL 6" WATER VALVE	14	EA
8-1.2c	INSTALL 8" WATER VALVE	3	EA
8-1.2e	INSTALL 12" WATER VALVE	1	EA
8-1.2k	INSTALL WATER METER <i>Add'l Info: Locations: 3138 Marion St. & 3050 Marion St. Relocation of existing inside meter set includes replacement of entire existing water service line with type k copper and its associated appurtenances including outside 3/4" meter per Denver Water requirements.</i>	2	EA
8-1.2k	INSTALL WATER METER <i>Add'l Info: Locations - 2959 Marion St. and 2856 Marion St. In connection with relocation of entire existing water service line (four locations) with type k copper water service line and its associated appurtenances including 3/4" meter per Denver Water requirements.</i>	2	EA
8-1.2k	INSTALL WATER METER <i>Add'l Info: Remove entire existing water service line and its associated appurtenances including 5/8" meter, and replace with type k copper and its associated appurtenances including 3/4" meter as shown on Water Only plans and per Denver Water requirements. Address- 1301 E. 31st Ave.</i>	1	EA

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
8-1.4b	6" TEMPORARY WATER MAIN BYPASS	2,400	LF
8-1.5a	LEAD SERVICE LINE REPLACEMENT, <2" ID	1,680	LF
8-2	REMOVE FIRE HYDRANT ASSEMBLY <i>Add'l Info: Locations - 1301 E. 31st Ave., 3002 Marion St., 2900 Marion St., 1301 E. 28th Ave., 2700 E. Marion St.</i>	5	EA
8-3	RESET OR INSTALL FIRE HYDRANT ASSEMBLY <i>Add'l Info: Locations - 1301 E. 31st Ave., 3002 Marion St., 2900 Marion St., 1301 E. 28th Ave., 2700 E. Marion St.</i>	5	EA
12-1.1	6" CURB AND GUTTER 2' PAN (CD0T T2, IIB) <i>Add'l Info: Includes stabilization material (crushed gravel base course - CDOT Class 6 road base) and backfill behind back of curb</i>	3,436	LF
12-1.4	9" CURB AND GUTTER <i>Add'l Info: Includes backfill behind of back of curb</i>	250	LF
12-1.7	6" CONCRETE CURB HEAD <i>Add'l Info: Transportation Standards and Details Drawing 5.3 - Includes backfill behind back of curb</i>	175	LF
12-1.8	SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	3,100	SF
12-1.9	GUTTER OVERLAY <i>Add'l Info: Transportation Standard Details Drawing 5.4</i>	935	LF
12-2.1	CONCRETE SIDEWALK	650	SF
12-2.4	MISCELLANEOUS CONCRETE FLATWORK <i>Add'l Info: 24" wide x 6" thick concrete gutter pan at existing flagstone curb head</i>	1,540	SF
12-5.1	CONCRETE DRIVEWAY PAVING	2,239	SF

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
12-5.3	CONCRETE BUS PAD <i>Add'l Info: At E. 31st Ave.</i>	970	SF
16-1	SECURITY FENCE	5,430	LF
20-1	ASPHALTIC TEMPORARY PATCHING	2,500	SY-IN
20-2bf	ASPHALT SURFACE COURSE, SX, RAP 20%, N=75, 76-28.	22,400	SY-IN
20-3be	ASPHALT BASE COURSE, S, RAP 20%, N=75, 64-22.	29,400	SY-IN
20-4	ASPHALT ROTOMILL	990	SY-IN
22-1	EARTHWORK <i>Add'l Info: Placement of clean fill prior to placing shredded wood mulch at curb bulbouts</i>	300	SY
34-2.3d	15" DIAMETER C-76 RCP, CLASS III	119	LF
34-2.3e	18" DIAMETER C-76 RCP, CLASS III	193	LF
34-2.3g	24" DIAMETER C-76 RCP, CLASS III	122	LF
34-6.2	PRECAST RCBC (SPECIAL SIZE AND/OR DESIGN) <i>Add'l Info: 8' span x 8' rise <10 feet cover</i>	1,340	LF
34-6.2	PRECAST RCBC (SPECIAL SIZE AND/OR DESIGN) <i>Add'l Info: 8' span x 8' rise >10 feet cover</i>	790	LF
34-12.1c	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE	7	EA
34-12.1c	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE <i>Add'l Info: Precast manhole riser only</i>	5	EA
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE <i>Add'l Info: Transition structure no.1</i>	1	EA

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE <i>Add'l Info: Transition structure no.2</i>	1	EA
34-15.3	UTILITY EXPLORATORY INVESTIGATION <i>Add'l Info: To be used only with approval and coordination of the City and County of Denver construction project manager.</i>	100	EA
34-16.1b	#14 INLET (L=9')	9	EA
34-16.2a	SINGLE #16 INLET WITH OPEN THROAT	10	EA
33-05.26.01	EXISTING UTILITY LOCATION/COORDINATION/RELOCATION AND/OR ADJUSTMENT <i>Add'l Info: Addendum #2</i>	1	LS
40-1	SEEDING AND MULCHING	17,100	SF
40-3	SODDING <i>Add'l Info: At curb bulb-outs and other areas includes removal of existing sod.</i>	1,320	SF
40-3	SODDING <i>Add'l Info: At East Whittier Island. See revised DPR Tech Specs for Marion Street System East Whittier Island for Sodding 32 92 23 includes removal of existing sod, and using a professional installer as called out in section 1.5 Quality Control</i>	880	SF
40-4a	INSTALL SPRINKLER LINE <i>Add'l Info: Adjacent to new concrete flatwork includes removal and replacement of existing irrigation system with heads.</i>	403	LF
40-5	INSTALL OR RELOCATE SPRINKLER SYSTEM <i>Add'l Info: At East Whittier Island. See revised DPR Tech Specs for Marion Street System East Whittier Island 32 80 00 Irrigation Systems. Includes 160 LF of 1" Class 200 PVC solvent weld lateral pipe, 12 total of 6" pop sprinkler body with pressure regulation and check valve with high efficiency rotary spray nozzle, and 6 LF of 3" Class 200 PVC lateral sleeve pipe. Also includes removal of existing sprinkler system with lateral pipes and heads.</i>	1	LS

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion PH1

Contract No. 201952435

SQ-6

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
40-6	DECORATIVE LANDSCAPING <i>Add'l Info: Shredded wood mulch, as specified on the Contract Drawings, at curb bulbouts</i>	1	LS
40-6	DECORATIVE LANDSCAPING <i>Add'l Info: Landscape restoration in ROW adjacent to new concrete flatwork not covered by pay items 40-1, 40-3, or 40-6 (another pay item) including but not limited to service walks, decorative concrete, pavers, granite/flagstone slabs, rock, mulch, plants, retaining structures, etc.</i>	1	LS
40-7	REMOVE TREES (>6" DIAMETER) <i>Add'l Info: At East Whittier Island</i>	4	EA
40-13	SHADE TREES (> 2" CALIPER) <i>Add'l Info: At East Whittier Island. See revised DPR Tech Specs for Marion Street System East Whittier Island specification 32 93 00 Trees, Plants and Groundcovers 2" Cal. Kentucky Coffee tree</i>	2	EA
40-13	SHADE TREES (> 2" CALIPER) <i>Add'l Info: At Whittier Island. See revised DPR Tech Specs for Marion Street System East Whittier Island Specification 32 93 00 Trees, Plants and Groundcovers 2" Cal. Heartland Catalpa tree</i>	2	EA
40-15	LANDSCAPING IMPROVEMENTS <i>Add'l Info: At East Whittier Island. See revised Tech Specs for Marion Street System East Whittier Island Specification 32 91 13 Soil Preparation</i>	1	LS
41-1	TRAFFIC CONTROL	1	LS
43-1d	STORM WATER MANAGEMENT (SCENARIO 4) See SCS 23.0	1	LS
45-2	QUALITY CONTROL TESTING	1	LS
46-2	EPOXY PAVEMENT MARKING <i>Add'l Info: Revised bid quantity - Addendum #2</i>	1,030	SF

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Marion Street System, Ph 1, Base Schedule A - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
47-1	CONSTRUCTION SURVEYING	1	LS
47-2	SURVEY MONUMENTATION	40	EA
50-1	MOBILIZATION	1	LS

Marion Street System, Ph1, Base Schedule B - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
Q01-56.39.01	EXISTING TREE RETENTION AND PROTECTION <i>Add'l Info: Existing trees as identified on the plans, located in the ROW must be protected and includes fencing, includes Contractor's Consulting Arborist</i>	5	EA
Q01-56.39.01	EXISTING TREE RETENTION AND PROTECTION <i>Add'l Info: East Whittier Island Tree - See Marion Street System - East Whittier Island Revised Specification 01-56.39, includes Contractor's Consulting Arborist</i>	1	EA
Q32-31.00.01	EXISTING LANDSCAPE PROTECTION FENCING <i>Add'l Info: Existing private landscaping in ROW needs to be protected from construction activities. See Sheet LA-05 for locations.</i>	300	LF
Q32-80.00.01	INSTALL TYPE K ¾" WATER SERVICE LINE, STOP BOX AND METER	2	EA
Q32-80.00.02	1" BACKFLOW PREVENTION DEVICE	2	EA
Q32-80.00.03	1" REMOTE CONTROL MASTER VALVE WITH DC LATCHING SOLENOID	2	EA
Q32-80.00.04	1" QUICK COUPLING VALVE	3	EA
Q32-80.00.05	1" PRESSURE REGULATING REMOTE CONTROL VALVE WITH DC LATCHING SOLENOID	7	EA
Q32-80.00.06	12" HIGH POP SPRINKLER BODY WITH PRESSURE REGULATION AND CHECK VALVE WITH HIGH EFFICIENCY ROT SPRAY NOZZLE	61	EA
Q32-80.00.07	1" SCH 40 PVC SOLVENT WELD MAINLINE PIPE	200	LF
Q32-80.00.08	1" CLASS 200 PVC SOLVENT WELD LATERAL PIPE	770	LF
Q32-80.00.09	3" CLASS 200 PVC SLEEVE PIPE	180	LF

Marion Street System, Ph1, Base Schedule B - Addendum #2

Marion Street System, Ph1, Base Schedule B - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
Q32-80.00.10	4" CLASS 200 PVC SLEEVE PIPE WITH SEPARATE 3" CL200 PVC WIRE SLEEVE	50	LF
Q32-84.33.00	AUTOMATIC IRRIGATION CONTROLLER (6 STATION BATTERY OPERATED) <i>Add'l Info: Includes concrete pad and control wires</i>	2	EA
Q32-93.00.01	HEARTLAND CATALPA 2" CALIPER	1	EA
Q32-93.00.02	HOT WINGS TARTARIAN MAPLE 2" CALIPER	2	EA
Q32-93.00.03	KENTUCKY COFFEETREE 2" CALIPER	2	EA
Q32-93.00.04	JAPANESE PAGODA TREE 2" CALIPER	1	EA
Q32-93.00.05	AUTUMN AMBER SUMAC #5	4	EA
Q32-93.00.06	CHIEFTAN MANZANITA #3	26	EA
Q32-93.00.07	PAWNEE BUTTES SANDCHERRY #5	6	EA
Q32-93.00.08	BLONDE AMBITION GRASS #5	34	EA
Q32-93.00.09	STANDING OVATION LITTLE BLUESTEM #5	114	EA
Q32-93.00.10	AUTUMN SAPPHIRE SAGE 1 QT	24	EA
Q32-93.00.11	FIRE SPINNER ICE PLANT 1 QT	32	EA
Q32-93.00.12	MEXICAN HAT 1 QT	84	EA
Q32-93.00.13	MOJAVE SAGE 1 QT	44	EA
Q32-93.00.14	PARTRIDGE FEATHER 2.5" POT	106	EA
Q32-93.00.15	SONORAN SUNSET HYSSOP 1 QT	78	EA
Q32-93.00.16	TANAGER GAZANIA 2.5" POT	104	EA

Marion Street System, Ph1, Base Schedule B - Addendum #2

Marion Street System, Ph1, Base Schedule B - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
Q32-93.00.17	WINE CUPS 1 QT	12	EA
Q33-47.00.01	PLANTER CONCRETE SEDIMENT PAD WITH CAST IRON BULLNOSE	8	EA
Q33-47.00.02	PLANTER WALL	500	SF
Q33-47.00.04	TYPE A PLANTER CURB INLET (WINGWALLS)	2	EA
Q33-47.00.05	TYPE B PLANTER CURB INLET (METAL ASSEMBLY)	2	EA
Q33-47.00.06	TYPE C PLANTER CURB INLET (STEP OUT)	4	EA
Q33-47.00.07	PLANTER CONCRETE EDGING <i>Add'l Info: At north planter - 30th Ave. and Marion intersection</i>	28	LF
Q33-47.00.08	PLANTER CONCRETE STEP OUT ZONE	250	SF
Q33-47.00.09	BIORETENTION MEDIA	163	CY
Q33-47.00.10	FILTER MATERIAL	8	CY
Q33-47.00.11	NO. 57 STONE	40	CY
Q33-47.00.12	OVERFLOW RISER WITH BEEHIVE GRATE ASSEMBLY	8	EA
Q33-47.00.13	CURTAIN LINER <i>Add'l Info: At north planter - 30th Ave. and Marion intersection</i>	182	SF
Q33-47.00.14	10" SOLID WALL PVC PIPE	70	LF
Q33-47.00.15	4" SLOTTED PVC UNDERDRAIN SYSTEM WITH CLEAN OUT AND GATE VALVE ASSEMBLY	8	EA

Marion Street System, Ph1, Base Schedule B - Addendum #2

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
01-21.16.01	ALLOWANCE FOR TREE REMOVAL, TRIMMING/ REPLACEMENT AND DISPOSAL - SEE PROJECT SPECIAL PROVISIONS	1	A/A
01-21.16.03	ALLOWANCE FOR UNIFORMED TRAFFIC CONTROL (DPD) <i>Add'l Info: See project special provisions</i>	1	A/A
01-21.16.04	ALLOWANCE FOR JOBSITE SECURITY (DPD) <i>Add'l Info: See project special provisions</i>	1	A/A
2-1.3	REMOVE CONCRETE CURB HEAD <i>Add'l Info: Or flagstone curb heads including adjacent concrete gutter (if applicable)</i>	830	LF
2-1.4	REMOVE SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	757	SF
2-2.1	REMOVE CONCRETE SIDEWALK	30	SF
2-2.2	REMOVE CONCRETE DRIVEWAY PAVING	170	SF
2-11.2b	REMOVE EXISTING 10" STORM SEWER PIPE	102	LF
2-11.2f	REMOVE EXISTING 21" STORM SEWER PIPE	90	LF
2-12.2	REMOVE EXISTING STORM MANHOLE	1	EA
2-13.1	REMOVE EXISTING STORM INLET	4	EA
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN	17	EA
02-221301	VIBRATION MONITORING AND PUBLIC OUTREACH - Marion Street System, Phase 1 <i>Add'l Info: Addendum #2</i>	1	LS
02-221301a	PRE-CONSTRUCTION FACILITY CONDITION ASSESSMENT - Marion Street System, Phase 1 <i>Add'l Info: Addendum #2</i>	1	LS

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
3-7a	HEALTH & SAFETY PLAN	1	LS
3-7b	MATERIAL MANAGEMENT PLAN	1	LS
5-2a	SUBGRADE MATERIAL (SELECT BACKFILL)	1,750	TON
5-7	CONTROLLED LOW STRENGTH MATERIALS (CLSM)	50	CY
5-8	CRUSHED GRAVEL BASE COURSE (CDOT CLASS 6 ROAD BASE) <i>Add'l Info: Under asphalt concrete street paving</i>	880	TON
8-1.1b	6" DIP AWWA C151, CLASS 50 WATER LINE <i>Add'l Info: Includes removal and replacement of existing water service lines with type k copper water service lines and its associated appurtenances up to existing meters as shown on Water Only plans. See Measurement and Payment.</i>	650	LF
8-1.2b	INSTALL 6" WATER VALVE	3	EA
8-1.2k	INSTALL WATER METER <i>Add'l Info: Location: 2614 Marion St. Relocation of existing inside meter set includes replacement of entire existing water service line with type k copper and its associated appurtenances including outside 3/4" meter per Denver Water requirements.</i>	1	EA
8-1.4b	6" TEMPORARY WATER MAIN BYPASS	550	LF
8-1.5a	LEAD SERVICE LINE REPLACEMENT, <2" ID	340	LF
8-2	REMOVE FIRE HYDRANT ASSEMBLY	1	EA
8-3	RESET OR INSTALL FIRE HYDRANT ASSEMBLY	1	EA
12-1.1	6" CURB AND GUTTER 2' PAN (CDOT T2, IIB) <i>Add'l Info: Includes stabilization material (crushed gravel base course - CDOT Class 6 road base)</i>	590	LF

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
12-1.7	6" CONCRETE CURB HEAD <i>Add'l Info: Transportation Standard Detail Drawing 5.3 - Includes backfill behind back of curb.</i>	113	LF
12-1.8	SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	870	SF
12-2.1	CONCRETE SIDEWALK	300	SF
12-2.4	MISCELLANEOUS CONCRETE FLATWORK <i>Add'l Info: 24" x 6" concrete gutter pan at existing flagstone curb head</i>	1,000	SF
12-5.1	CONCRETE DRIVEWAY PAVING	230	SF
12-13	CONCRETE ENCASEMENT AROUND PIPE <i>Add'l Info: Existing 20" sanitary crossing at E. 27th Ave.</i>	17	CY
16-1	SECURITY FENCE	1,110	LF
20-1	ASPHALTIC TEMPORARY PATCHING	500	SY-IN
20-2bf	ASPHALT SURFACE COURSE, SX, RAP 20%, N=75, 76-28.	4,930	SY-IN
20-3be	ASPHALT BASE COURSE, S, RAP 20%, N=75, 64-22.	4,930	SY-IN
20-4	ASPHALT ROTOMILL	40	SY-IN
34-2.3d	15" DIAMETER C-76 RCP, CLASS III	42	LF
34-2.3e	18" DIAMETER C-76 RCP, CLASS III	57	LF
34-2.3g	24" DIAMETER C-76 RCP, CLASS III	27	LF
34-2.3v	96" DIAMETER C-76 RCP, CLASS III	367	LF
34-6.2	PRECAST RCBC (SPECIAL SIZE AND/OR DESIGN) <i>Add'l Info: 8' span x 8' rise > 10 feet cover</i>	36	LF

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
34-12.1c	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE	2	EA
34-12.1c	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE <i>Add'l Info: Precast manhole riser only</i>	1	EA
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE <i>Add'l Info: 27th Ave. transition structure</i>	1	EA
34-15.3	UTILITY EXPLORATORY INVESTIGATION <i>Add'l Info: To be utilized under direction of City construction project manager</i>	20	EA
34-16.1b	#14 INLET (L=9')	3	EA
34-16.2a	SINGLE #16 INLET WITH OPEN THROAT	3	EA
33-05.26.01	EXISTING UTILITY LOCATION/COORDINATION/RELOCATION AND/OR ADJUSTMENT <i>Add'l Info: Addendum #2</i>	1	LS
40-1	SEEDING AND MULCHING	3,432	SF
40-3	SODDING	650	SF
40-4a	INSTALL SPRINKLER LINE <i>Add'l Info: Adjacent to new concrete flatwork includes removal and replacement of existing irrigation system with heads</i>	127	LF
40-6	DECORATIVE LANDSCAPING <i>Add'l Info: Landscape restoration in ROW adjacent to new concrete flatwork not covered by pay items 40-1 or 40-3 including but not limited to service walks, decorative concrete, pavers, granite/flagstone slabs, rock, mulch, plants, retaining structures, etc.</i>	1	LS
41-1	TRAFFIC CONTROL	1	LS

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
43-1d	STORM WATER MANAGEMENT (SCENARIO 4) See SCS 23.0	1	LS
45-2	QUALITY CONTROL TESTING	1	LS
46-2	EPOXY PAVEMENT MARKING	60	SF
47-1	CONSTRUCTION SURVEYING	1	LS
47-2	SURVEY MONUMENTATION	6	EA

Marion Street System, Ph1, AddAlt 1 - Addendum #2

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
01-21.16.01	ALLOWANCE FOR TREE REMOVAL, TRIMMING/ REPLACEMENT AND DISPOSAL - SEE PROJECT SPECIAL PROVISIONS	1	A/A
01-21.16.03	ALLOWANCE FOR UNIFORMED TRAFFIC CONTROL (DPD) <i>Add'l Info: See project special provisions</i>	1	A/A
01-21.16.04	ALLOWANCE FOR JOBSITE SECURITY (DPD) <i>Add'l Info: See project special provisions</i>	1	A/A
2-1.3	REMOVE CONCRETE CURB HEAD <i>Add'l Info: Or flagstone curb heads including adjacent concrete gutter (if applicable)</i>	809	LF
2-1.4	REMOVE SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	564	SF
2-2.1	REMOVE CONCRETE SIDEWALK	270	SF
2-2.2	REMOVE CONCRETE DRIVEWAY PAVING	111	SF
2-2.5	REMOVE MISCELLANEOUS CONCRETE FLATWORK <i>Add'l Info: Curb island paving</i>	320	SF
2-11.2b	REMOVE EXISTING 10" STORM SEWER PIPE	89	LF
2-11.2f	REMOVE EXISTING 21" STORM SEWER PIPE	145	LF
2-12.2	REMOVE EXISTING STORM MANHOLE	1	EA
2-13.1	REMOVE EXISTING STORM INLET	3	EA
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN	12	EA
02-221301	VIBRATION MONITORING AND PUBLIC OUTREACH - Marion Street System, Phase 1 <i>Add'l Info: Addendum #2</i>	1	LS

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
02-221301a	PRE-CONSTRUCTION FACILITY CONDITION ASSESSMENT - Marion Street System, Phase 1 <i>Add'l Info: Addendum #2</i>	1	LS
3-7a	HEALTH & SAFETY PLAN	1	LS
3-7b	MATERIAL MANAGEMENT PLAN	1	LS
5-2a	SUBGRADE MATERIAL (SELECT BACKFILL)	1,760	TON
5-7	CONTROLLED LOW STRENGTH MATERIALS (CLSM)	50	CY
5-8	CRUSHED GRAVEL BASE COURSE (CDOT CLASS 6 ROAD BASE) <i>Add'l Info: Under new asphalt concrete street paving</i>	730	TON
8-1.1b	6" DIP AWWA C151, CLASS 50 WATER LINE <i>Add'l Info: Includes removal and replacement of existing water service lines with type k copper water service lines and its associated appurtenances up to existing meters as shown on Water Only plans. See Measurement and Payment.</i>	120	LF
8-1.1h	16" DIP AWWA C151, CLASS 50 WATER LINE	36	LF
8-1.2b	INSTALL 6" WATER VALVE	2	EA
8-1.2e	INSTALL 12" WATER VALVE	2	EA
8-1.4b	6" TEMPORARY WATER MAIN BYPASS	110	LF
8-1.5a	LEAD SERVICE LINE REPLACEMENT, <2" ID	200	LF
12-1.1	6" CURB AND GUTTER 2' PAN (CDOT T2, IIB) <i>Add'l Info: Includes stabilization material (crushed gravel base course - CDOT Class 6 road base)</i>	530	LF
12-1.7	6" CONCRETE CURB HEAD <i>Add'l Info: Transportation Standard Details Drawing 5.3 - Includes backfill behind back of curb</i>	101	LF

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
12-1.8	SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	960	SF
12-2.1	CONCRETE SIDEWALK	370	SF
12-2.4	MISCELLANEOUS CONCRETE FLATWORK <i>Add'l Info: 24" wide x 6" deep concrete gutter pan at existing flagstone curb head</i>	891	SF
12-5.1	CONCRETE DRIVEWAY PAVING	180	SF
12-5.2	CONCRETE APRON <i>Add'l Info: Water quality vault</i>	570	SF
16-1	SECURITY FENCE	1,160	LF
20-1	ASPHALTIC TEMPORARY PATCHING	500	SY-IN
20-2bf	ASPHALT SURFACE COURSE, SX, RAP 20%, N=75, 76-28.	4,580	SY-IN
20-3be	ASPHALT BASE COURSE, S, RAP 20%, N=75, 64-22.	6,820	SY-IN
20-4	ASPHALT ROTOMILL	56	SY-IN
34-2.3d	15" DIAMETER C-76 RCP, CLASS III	42	LF
34-2.3e	18" DIAMETER C-76 RCP, CLASS III	52	LF
34-2.3i	30" DIAMETER C-76 RCP, CLASS III	88	LF
34-2.3v	96" DIAMETER C-76 RCP, CLASS III	407	LF
34-12.1c	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE	4	EA
34-12.4a	CAST-IN-PLACE TYPE B MANHOLE WITH TYPE A TOP SLAB	1	EA
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE <i>Add'l Info: Water quality vault</i>	1	EA

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE <i>Add'l Info: 26th Ave. junction structure</i>	1	EA
34-15.3	UTILITY EXPLORATORY INVESTIGATION <i>Add'l Info: To be utilized under direction of City construction project manager</i>	20	EA
34-16.1b	#14 INLET (L=9')	2	EA
34-16.2a	SINGLE #16 INLET WITH OPEN THROAT	4	EA
33-05.26.01	EXISTING UTILITY LOCATION/COORDINATION/RELOCATION AND/OR ADJUSTMENT <i>Add'l Info: Addendum #2</i>	1	LS
40-1	SEEDING AND MULCHING	3,025	SF
40-3	SODDING	833	SF
40-4a	INSTALL SPRINKLER LINE <i>Add'l Info: Adjacent to new concrete flatwork includes removal and replacement of existing irrigation system with heads</i>	171	LF
40-6	DECORATIVE LANDSCAPING <i>Add'l Info: Landscape restoration in ROW adjacent to new concrete flatwork not covered by pay items 40-1 or 40-3 including but not limited to service walks, decorative concrete, pavers, granite/flagstone slabs, rock, mulch, plants, retaining structures, etc.</i>	1	LS
41-1	TRAFFIC CONTROL	1	LS
43-1d	STORM WATER MANAGEMENT (SCENARIO 4) See SCS 23.0	1	LS
45-2	QUALITY CONTROL TESTING	1	LS
46-2	EPOXY PAVEMENT MARKING	60	SF

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Pay Item #	Description	Estimated Quantity	Units
47-1	CONSTRUCTION SURVEYING	1	LS
47-2	SURVEY MONUMENTATION	8	EA

Marion Street System, Ph1, AddAlt 2 - Addendum #2

Marion PH1

Contract No. 201952435

SQ-21

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

**NOTICE OF INVITATION FOR BIDS
FOR CONTRACT NO. 201952435**

MARION STREET SYSTEM, PHASE 1

**BID SCHEDULE:
11:00 A.M. LOCAL TIME
JANUARY 16, 2020**

Sealed bids will be received in Room 6.G.7, 201 W. Colfax Ave., Denver, CO 80202, beginning at 10:30 a.m., no later than 11:00 a.m., on bid day. All properly delivered bids will then be publicly opened and read aloud.

Bids submitted prior to 10:30 a.m. on the specified bid opening date/time shall be presented at the Office of Contract Administration, Attention: Public Works Contract Administration, 201 W. Colfax Ave., Department 614, Denver, CO 80202.

Prior to submitting a bid, the bidder shall consult the Contractor's Bulletin Board located at 201 W. Colfax Ave., 2nd Floor, Denver, CO 80202 and/or www.work4denver.com.

GENERAL STATEMENT OF WORK:

This storm drainage project extending along Marion Street Corridor from MLK Blvd. to E. 27th Ave. (five city blocks) will connect the upstream end of the 33rd Street Outfall system at MLK Blvd. The majority of the work consists of open cut construction of 8' x 8' concrete boxes and relocation of a 6" waterline. Other areas of work include surface restoration in asphalt paving, in concrete sidewalks, and in curb ramps. Green infrastructure (Streetside Stormwater Planters) is also part of other areas of work to enhance water quality.

ESTIMATED CONSTRUCTION COST:

The estimated cost of construction for this project is between **\$6,500,000.00 and \$7,200,000.00**.

TEXTURA CONSTRUCTION PAYMENT MANAGEMENT:

Bidders are required, when preparing a bid, to agree it shall use the Textura® Construction Payment Management System ("Textura") to request payment from the City and to pay subcontractors. All certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Textura. All fees associated with Textura are to be paid by the awarded Contractor. Bidders shall use the pricing scale provided in Instructions to Bidders to price the Textura service appropriately. For details on the company and service, contact the Textura® Corporation at 866-TEXTURA or www.texturacorp.com.

DOCUMENTS AND BID INFORMATION AVAILABLE:

Contract Documents complete with Technical Specifications and, if applicable, construction drawings will be available on the first day of publication at: www.work4denver.com. To download digital Contract Documents at a cost of \$15 per download, reference eBid Document No. **6572982**. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance.

PRE-BID CONFERENCE:

A pre-bid conference will be held for this Project at 9:00 a.m. local time, on November 21, 2019. This meeting will take place at the Webb Building, 201 W. Colfax Ave., 4th Floor Conference Room 4.I.4, Denver, CO 80202.

DEADLINE TO SUBMIT QUESTIONS: December 5, 2019, 10:00 a.m. local time.

PREQUALIFICATION REQUIREMENTS:

Each bidder must be prequalified in category **1E(4) Piped Sewer at or above the \$9,000,000.00** 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 bid opening date. Applications must be submitted

to the Department of Public Works, Prequalification Section, 201 W. Colfax Ave., Department 614, Denver, CO 80202. To view the Rules and Regulations and to obtain a prequalification application, please visit our website at www.denvergov.org/prequalification or call 720-865-2539 for prequalification information ONLY.

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

Construction, reconstruction and remodeling contracts made and entered into by the City and County of Denver are subject to Article III, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, (Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C) and all Minority/Women Business Enterprise and Equal Employment Opportunity Rules and Regulations adopted by the Director of the Division of Small Business Opportunity.

Article III, Division 3 of Chapter 28 of the D.R.M.C. directs the Director of the Division of Small Business Opportunity to establish a project goal for expenditures on construction, reconstruction, and remodeling work contracted by the City and County of Denver. The specific goal for this project is:

17 % Minority/Women Business Enterprise (M/WBE) Participation

Project goals must be met with certified participants as set forth in Section 28-60, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-62 D.R.M.C. For compliance with good faith requirements under Section 28-62(b), **the M/WBE percentage solicitation level required for this project is 100%.**

The Director of the Division of Small Business Opportunity urges all participants in City construction, reconstruction and remodeling projects to assist in achieving these goals.

MISCELLANEOUS:

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

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

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

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

Publication Dates: November 13, 14, 15, 2019
Published In: The Daily Journal

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

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, 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.

Each bid must be enclosed in a sealed envelope, must be addressed to the Manager and must show on the face of the envelope the full name of the bidder, the City Project number, and descriptive title of the Project for which the bid is made.

The advertisement for Notice of Invitation for Bids will identify where and when the bid must be delivered.

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 write in the Bid Form spaces provided a unit price for each item for which a quantity is given and shall also write the product of each unit price and the quantity specified in the "Amount" or "Total" space provided.

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. 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 Department of Public Works (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 Public Works and sending or delivering it to the offices of the Division of Public Works 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 the Contractor's Bulletin Board (refer to IB-12 CONTRACTOR'S BULLETIN BOARD, for the location of the Contractor's Bulletin Board). 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 Public Works. 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-3, COMPLETING AND SIGNING BID FORMS.

IB-12 CONTRACTOR'S BULLETIN BOARD

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 Contractor's Bulletin Board. The Contractor's Bulletin Board is located at 201 W. Colfax, 2nd Floor, Denver, CO 80202, in the Wellington E. Webb Municipal Office Building.

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 posted on the Contractor's Bulletin Board and 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 BID OPENING

Bidders are invited to be present at the bid opening. Unless otherwise suspended, delayed or canceled by posted notice from the Manager, bid opening will occur at the time and place 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 in open meeting at the place designated for such bid opening. All low bidders' 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.

Selection will be made on the basis of the lowest, total, responsive, qualified bid, which bid shall include the total base bid set forth on the Bid Form, plus the total of any alternates set forth on the Bid Form and selected by the City during evaluation. 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. Bid selection will be subject to all requirements and special bidder qualifications contained herein and subject to approval of such resulting Contract in accordance with the Charter and Revised Municipal Code of the City and County of Denver. In addition to all other specified requirements, the City will correct arithmetical errors in all bids and corrected totals only will be considered as the basis of selection.

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

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

IB-17 NOTICE TO APPARENT LOW BIDDER

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

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

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

IB-18 EXECUTION OF CONTRACT

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

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

IB-19 BONDING REQUIREMENTS

In accordance with the provisions of General Contract Conditions, Title 15, PERFORMANCE AND PAYMENT BONDS, the minimum bonding requirements for this Contract are set forth in the form **CITY AND COUNTY OF DENVER PERFORMANCE AND PAYMENT BOND** contained in the Special Conditions Section of the Contract Documents. Upon receipt of Notice to Apparent Low Bidder, the apparent low bidder must cause this form bond to be purchased, executed and furnished, along with appropriate Powers of Attorney and a surety authorization letter (in form similar to the one attached), to the City in accordance with the instructions contained herein.

IB-20 INSURANCE REQUIREMENTS

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

IB-21 PERMITS AND LICENSES

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

IB-22 PREVAILING WAGE REQUIREMENTS

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

Date bid or request for qualifications/proposals was advertised: November 13, 2019.

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

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

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

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

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

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/WOMEN BUSINESS ENTERPRISE (M/WBE) REQUIREMENTS

Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 28-36 and 28-52 – 28-90 D.R.M.C. and referred to in these Bid Documents as the "M/WBE Ordinance" and any Rules or Regulations promulgated pursuant thereto apply to this Project and are incorporated into these Bid Documents by reference. Generally, the M/WBE Ordinance provides for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity (DSBO), devised to provide increased bidding opportunities for Minority/Women Business Enterprises (M/WBEs). As such, each bidder must comply with the terms and conditions of the M/WBE Ordinance in making its bid and, if awarded the Contract, in performing all Work thereunder. A bidder's failure to comply with the M/WBE 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 M/WBE Ordinance requirements during the performance of the contract is a material breach of the contract, which may result in the in the imposition of sanctions on the Contractor, as deemed appropriate by DSBO. Copies of the M/WBE Ordinance and its accompanying Rules and Regulations are available for the use and review of bidders from DSBO. In order to comply with the bid requirements of the M/WBE Ordinance, a bidder shall either meet the established project goal or, in the alternative, demonstrate that the bidder has made sufficient good faith efforts to meet the goal in accordance with the M/WBE Ordinance.

Meeting Established Goal

In preparing a bid to meet the established Project goal, bidders should consider the following instructions relating to compliance with the M/WBE Ordinance:

1. Under the M/WBE Ordinance, the Director of DSBO ("Director") is directed to establish project goals for expenditures on construction, reconstruction, and remodeling work performed for the City and County of Denver. The specific goal for this project is stated in the Notice of Invitation for Bids bound herein.
2. In preparing its bid, each bidder shall list on the Bid Form pages entitled "List of Proposed MWBE Bidders, Subcontractors, Suppliers, Manufacturers, Manufacturers' Representatives or Brokers" the name, address, work description/supply, committed level of participation and other required information for each M/WBE of any tier which the bidder intends to use in performing the work on this Project. **Only the M/WBEs identified and the precise levels of participation listed for each on the Bid Form page, at the time of bid opening, will be considered in determining whether the bidder has met the designated participation goal. Additional, revised or corrected participation submitted after bid opening will not be considered.** M/WBE bidders may count self-performance or joint venture activity in meeting the M/WBE project goal, but only for the scope of work performed as a commercially useful function and at a percentage level the M/WBE will be performing itself.
3. Any agreement between a bidder or proposer and an MBE or WBE in which the bidder or proposer requires that the MBE or WBE not provide subcontracting quotations to other bidders or proposers is prohibited and shall render a bidder's bid or proposer's proposal nonresponsive. D.R.M.C. 28-63(f)
4. If a bidder/proposer is participating in a joint venture with a certified M/WBE firm, complete the Joint Venture Eligibility Form and Joint Venture Affidavit contained in this bid document/RFP. Submit the aforementioned forms with the firm's Joint Venture Agreement, to the DSBO Director, **at least 10 working days prior to the proposal submittal**. The Joint Venture must be approved prior to the bid opening or proposal submittal by the DSBO Director. Approval by the DSBO Director includes determining the amount the Joint Venture will count towards meeting the project goal.
5. All M/WBEs listed on the Bid Form must be properly certified by the City on or before the date bids are opened in order to count towards meeting the designated goal. DSBO maintains an M/WBE Directory ("Directory"), which is a current listing of M/WBEs that have been certified by the City. A copy of the DSBO Directory is located at DSBO web site at <https://www.denvergov.org/dsbo>. Bidders are encouraged

to use the Directory to assist in locating M/WBEs for the work and supplies required on the Project. Bidders are reminded that changes may be made to the Directory at anytime in accordance with the City's M/WBE Ordinance and procedures established to administer this program and a current copy of the Directory must always be used in preparing a bid. M/WBE certification or listing in the Directory is not a representation or warranty by the City as to the qualifications of any listed M/WBE.

6. In accordance with the provisions of the M/WBE Ordinance, DSBO will evaluate each bid to determine the responsiveness of the bid to the requirements of the M/WBE Ordinance. In determining whether a bidder's committed level of participation meets or exceeds the stated M/WBE goal, DSBO shall base its calculation of applicable amounts and percentages on the total base bid amount, not including any listed alternates, of each bid as follows:
 - a. The bid information provided by the agency will be used to determine the total base bid amount of each bid. Each bidder's total base bid amount will be multiplied by the M/WBE percentage established for the project to determine the exact dollar amount of required M/WBE participation for the Project. This amount will then be compared against the exact dollar amounts for the M/WBE committed for participation by the bidder. If the total dollar amount of participation listed meets or exceeds the established M/WBE dollar amount goal listed, then DSBO will determine that the goal has been met.
 - b. In addition, DSBO will determine the exact commitment percentage for each listed M/WBE by dividing the dollar amount listed for each M/WBE by the total base bid dollar amount submitted by the bidder. These individual percentages, when totaled for all listed M/WBE, will establish the total committed percentage level of M/WBE participation that the bidder must comply with during the life of the contract. In all cases, the committed percentage level of M/WBE participation must equal or exceed the assigned M/WBE goal for the Project.
 - c. In providing the exact dollar amount of participation for each listed M/WBE, a bidder should take care never to round up in determining whether or not the total of these amounts meets or exceeds the established percentage goal. The goal must be met or exceeded by dollar amounts and percentages in order for DSBO to determine that the bidder has met or exceeded the applicable M/WBE goal.
 - d. As previously mentioned, compliance with the M/WBE goal will be determined on the base bid alone. If a bid contains alternates, participation contained in any alternate will not count towards satisfaction of the Project goal. However, should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the M/WBE goal percentage level submitted at bid time, on the base bid, will also apply to the selected alternates and must be maintained for the life of the contract on the total contract amount, including any alternate work. Thus, even though such participation will not be considered in evaluating bids, bidders are urged to consider participation in preparing bids for designated alternates.
 - d. On projects where force account or allowance bid items have been included, bidders must meet the M/WBE goal percentage based upon the total base bid, including all such items that are submitted to the City. However, when a force account or allowance is designated by the City to be either performed or purchased from a specific company, the bidder may back out the dollar amount of the force account or allowance from the total base bid and meet the M/WBE goal on the remaining reduced amount.
 - e. On bids which, at the time of bid opening, are equal to or exceed Five Million Dollars (\$5,000,000.00), including any alternates which may be selected, only sixty percent (60%) of the value of the commercially useful function performed by M/WBE suppliers shall count toward satisfaction of the Project goal. On Projects under Five Million (\$5,000,000.00) the value of the commercially useful function of M/WBE supplier(s) will count at a one hundred percent (100%) level. Manufacturer's representatives and packagers shall be counted in the same manner as brokers.

- f. In utilizing the M/WBE participation of a Broker only the bona fide commissions earned by such Broker for its performance of a commercially useful function will count toward meeting the Project 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.
7. On or before the third (3rd) working day after bid opening, all of the Bidders are required to submit an executed "Letter of Intent" for each M/WBE listed on the Bid Form as a joint venture member, subcontractor, supplier, manufacturer, manufacturers' representative or broker of any tier. **An MBE or WBE Prime Bidder needs to submit a Letter of Intent for itself for self-performed work**, and must identify their level of participation on the designated M/WBE participation page bound herein. A Letter of Intent shall be submitted only for the M/WBEs listed at the time of bid opening, since this is the only participation that will be counted toward satisfaction of the project goal. A form for the M/WBE Letter of Intent is included with the Bid Form. The M/WBE Letter of Intent is a written communication from the Bidder to the City evidencing an understanding that the Bidder has or will enter into a contractual relationship with the M/WBE or that its subcontractor(s) and supplier(s), manufacturer(s), manufacturers' representative(s) and broker(s) will do so. Each M/WBE Letter of Intent shall be accompanied by a copy of the City and County of Denver's M/WBE certification letter for each proposed M/WBE identified at bid time. Bidders are urged to carefully review these Letters before submission to the City to ensure that they are properly completed and executed by the appropriate parties.

Good Faith Effort

In preparing a bid to demonstrate a good faith effort, bidders should consider the following instructions relating to compliance with the M/WBE Ordinance:

1. If the bidder or proposer has not fully met the project goal as provided in section 28-60, then it shall demonstrate that it has made good faith efforts to meet such goal. The bidder or proposer shall furnish to the director, within three (3) working days after bid opening by the City or on or before the time of the final project-specific proposal submitted to and authorized by the City pursuant to a competitive selection process, or bid selection by a private owner, a detailed statement of its good faith efforts to meet the project goal set by the director. This statement shall address each of the items in subsection (b) and any additional criteria that the director may establish by rule or regulation consistent with the purposes of this division 3. Good faith efforts must be demonstrated to be meaningful and not merely for formalistic compliance with this Division 3. The scope and intensity of the efforts will be considered in determining whether the bidder or proposer has achieved a good faith effort.
2. The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, which may be further defined by rule or regulation. A bidder or proposer may include any additional information it believes may be relevant. Failure of a bidder or proposer to show good faith efforts as to any one (1) of the following categories shall render its overall good faith effort showing insufficient and its bid or proposal non-responsive:
 - a. If prebid or preselection meetings are scheduled by the City at which MBEs and WBEs may be informed of subcontracting or joint venture opportunities under a proposed contract to be bid, or procured pursuant to the competitive selection process, attendance at such prebid or preselection meetings is not mandatory; however, bidders and proposers are responsible for the information provided at these meetings.
 - b. The bidder or proposer must solicit through all reasonable and available means, the interest of all MBEs and WBEs certified in the scopes of work of the contract. The bidder or proposer must solicit the interest of such MBEs and WBEs within sufficient time, prior to the bid opening or date of final project-specific proposal in the case of a competitive selection process, to allow such MBEs and WBEs to respond to the solicitation. The bidder or proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
 - c. The bidder or proposer must select portions of the work of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the project goal will be achieved. This includes, where appropriate, breaking out contract work items into economically

feasible units to facilitate MBE and WBE participation as subcontractors or joint venturers, and for bidder or proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry practice, even when the bidder or proposer would otherwise prefer to perform these work items with its own forces. The bidder or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of bids, proposals and quotes from MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a bidder or proposer to perform the work of a contract with its own forces does not relieve the bidder or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.

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

Continuing Commitments

In accordance with the provisions of the M/WBE Ordinance, the bidder agrees that it is committed to meeting either the M/WBE participation goal or the M/WBE participation set forth in its statement of good faith. This commitment must be expressly

indicated on the "Commitment to MWBE SBE Participation" form included with the Bid Form. This commitment includes the following understandings:

1. The bidder understands it must maintain M/WBE goals throughout the performance of the Contract pursuant to the requirements set out in D.R.M.C. 28-72.
2. The bidder understands that it must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
3. The bidder understands that if change orders or any other contract modifications are issued under the contract, the bidder shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in Section 28-73 of the M/WBE Ordinance, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
4. The bidder understands that if change orders or other contract modifications are issued under the contract, that include an increase in scope of work of a contract for construction, reconstruction, or remodeling, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors or by the contractor shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the bid. The contractor shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with Section 28-73 of the M/WBE Ordinance as applicable, or the contractor must show each element of modified good faith set out in Section 28-75(c) of the M/WBE Ordinance. The contractor shall supply to the director the documentation described in Section 28-75(c) of the M/WBE Ordinance with respect to the increased dollar value of the contract.

All bidders are charged with knowledge of and are solely responsible for complying with each and every provision of the M/WBE Ordinance in making a bid and, if awarded, in performing the work described in the Contract Documents. Failure to comply with these provisions could constitute cause for rejection of a bid or subject the selected contractor to sanctions set forth in the M/WBE Ordinance. These instructions are intended only to generally assist the bidder in preparing and submitting a compliant bid. Should any questions arise regarding specific circumstances, bidders must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (720) 913-1999.

IB- 27 DISCLOSURE OF INFORMATION

All submissions and other materials provided or produced pursuant to this Invitation for Bids may be subject to the Colorado Open Records Law, C.R.S. 24-72-201, et seq. As such, bidders are urged to review these disclosure requirements and any exceptions to disclosure of information furnished by another party and, prior to submission of a bid to the City, appropriately identify materials that are not subject to disclosure. In the event of a request to the City for disclosure of such information, the City shall advise the bidder of such request to give the bidder an opportunity to object to the disclosure of designated confidential materials furnished to the City. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and each bidder agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. Each bidder further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the bidder's intervention to protect and assert its claims of privilege against disclosure under the Open Records Law including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

IB-28 GENERAL BIDDING INFORMATION

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

IB-29 PAYMENT PROCEDURE REQUIREMENTS

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 subcontractors. All certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Textura. 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. The fee is all inclusive of all subcontractor, project and subscription fees associated with Textura. The bidder will calculate the fee based on their total bid (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® Construction Payment Management System Fee”. This expense becomes part of the contract and billable to the City. All costs including, but not limited to, costs associated with training, entering data, and/or utilizing Textura other than the Textura Construction Payment Management System Fee are overhead and shall not be reimbursed by the City. Bidder will be responsible for any tax on the Textura fee. As with other taxes, the City will not reimburse bidder for this cost and therefore this cost should be included in bidder’s bid. Textura will invoice the awarded bidder directly.

Project Value	Project Fee (GC + Sub Usage)
\$100,000 – 249,999.99	\$780
\$250,000 - \$499,999.99	\$1,625
\$500,000 - \$999,999.99	\$3,250
\$1,000,000 - \$2,999,999.99	\$5,850
\$3,000,000 - \$4,999,999.99	\$9,100
\$5,000,000 - \$9,999,999.99	\$12,220
\$10,000,000 - \$19,999,999.99	\$20,345
\$20,000,000 - \$49,999,999.99	\$32,500
\$50,000,000 - \$99,999,999.99	\$48,750
\$100,000,000 - \$199,999,999.99	\$69,095
\$200,000,000 - \$299,999,999.99	\$85,345
\$300,000,000 - \$399,999,999.99	\$109,720
\$400,000,000 - \$499,999,999.99	\$142,220
\$500,000,000 - \$999,999,999.99	\$162,500
\$1,000,000,000 - \$1,999,999,999.99	\$345,345
\$2,000,000,000 - \$4,999,999,999.99	\$650,000
\$5,000,000,000 - \$9,999,999,999.99	\$1,015,625
\$10,000,000,000 or greater	\$1,503,125

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**RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

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

RULE I - DEFINITIONS

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

RULE II - NOTICE OF HEARING

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

RULE III - HEARING

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

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

REGULATION NO. 2 - EXEMPTIONS:

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

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

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

REGULATION NO. 4 - GOALS AND TIMETABLES:

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

REGULATION NO. 5 - AWARD OF CONTRACTS:

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

REGULATION NO. 6 - PUBLICATION AND DUPLICATION:

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

REGULATION NO. 7 - NOTICE TO PROCEED:

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

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:

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

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

REGULATION NO. 9 - AGENCY REFERRALS:

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

REGULATION NO. 10 - CLAUSES:

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

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

All amendments to the appendices shall be included by reference.

REGULATION NO. 11 - SHOW CAUSE NOTICES:

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

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

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

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

APPENDIX A

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

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

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

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

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

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

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

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For All Non-Exempt Construction Contracts to Be Awarded by the
City and County of Denver, Department of Public Works.

NOTICE

EACH BIDDER, CONTRACTOR OR SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR) MUST FULLY COMPLY WITH THE REQUIREMENTS OF THESE BID CONDITIONS AS TO EACH CONSTRUCTION TRADE IT INTENDS TO USE ON THIS CONSTRUCTION CONTRACT, AND ALL OTHER CONSTRUCTION WORK (BOTH CITY AND NON-CITY) IN THE DENVER AREA DURING THE PERFORMANCE OF THIS CONTRACT OR SUBCONTRACT. THE CONTRACTOR COMMITS ITSELF TO THE GOALS FOR MINORITY MANPOWER UTILIZATION, AS APPLICABLE, AND ALL OTHER REQUIREMENTS, TERMS AND CONDITION OF THESE BID CONDITIONS BY SUBMITTING A PROPERLY SIGNED BID.

THE CONTRACTOR SHALL APPOINT A COMPANY EXECUTIVE TO ASSUME THE RESPONSIBILITY FOR THE IMPLEMENTATION OF THE REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS.

/s/

Manager of Public Works
City and County of Denver

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

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

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

- a. The Contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.
- b. The Contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the Contractor, the reasons.

If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the Contractor, the file should have documented this and their reasons.

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

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

3. NON - DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority and female employment and training.

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

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

1. Where the Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the Contractor has not met the goals contained in these Bid Conditions. The Contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.
2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".
3. The Division of Small Business Opportunity shall review the Contractor's employment practices during the performance of the contract. If the Division of Small Business Opportunity determines that the Contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

C. OBLIGATIONS APPLICABLE TO CONTRACTORS:

It shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority or female employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended, Title VI of the Civil Rights Act of 1964, as amended, and Article III, Division 2 of Chapter 28 of the Revised Municipal Code. It is the policy of the Department of Public Works that contractors have a responsibility to provide equal employment opportunity, if they wish to participate in City and County of Denver contracts. To the extent they have delegated the responsibility for some of their employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, such Contractors cannot be considered to be in compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, or its implementing rules and regulations.

D. GENERAL REQUIREMENTS:

Contractors are responsible for informing their subcontractors in writing regardless of tier, as to their respective obligations. Whenever a Contractor subcontracts a portion of work in any trade covered by these Bid Conditions, **it shall include these Bid Conditions in such subcontracts and each subcontractor shall be bound by these Bid Conditions to the full extent as if it were the prime contractor.** The Contractor shall not, however, be held accountable for the failure of its subcontractors to fulfill their obligations under these Bid Conditions. However, the prime contractor shall give notice to the Director of any refusal or failure of any subcontractor to fulfill the obligations under these Bid Conditions. A subcontractor's failure to comply will be treated in the same manner as such failure by a prime contractor.

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.

2. The Contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.
3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.
4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.
5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, 201 W. Colfax, Dept. 608, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

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

CONTRACT NO. 201952435

MARION STREET SYSTEM, PHASE 1

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 hereinafter referred to as the "Contractor," party of the second part,

CONCRETE WORKS OF COLORADO, INC., 1260 Rock Creek Circle, Lafayette, CO 80206

WITNESSETH, commencing on **November 13, 2019**, 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:

**CONTRACT NO. 201952435
MARION STREET SYSTEM, PHASE 1**

WHEREAS, bids pursuant to said advertisement have been received by the Manager of Public Works, 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 M/WBE Participation
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 Lien Release Form
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 **240 DAYS** (Two Hundred Forty Days) consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

4. TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for **bid item numbers 01-21.16.01 through Q33-47.00.15 (One Hundred Thirty-Two [132] total bid items)**, the total estimated cost thereof being **Eight Million, Seven Hundred Seventeen Thousand, Three Hundred Twenty-Five Dollars and Zero Cents (\$8,717,325.00)**. 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 this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

6. COMPLIANCE WITH M/WBE REQUIREMENT

This Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 28-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the "M/WBE Ordinance". Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 of the D.R.M.C., to maintain throughout the duration of this Contract, compliance with the level of Minority/Women Business Enterprise participation, upon which the City approved the award of this Contract to the Contractor and the Contractor further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the M/WBE Ordinance shall subject the Contractor to sanctions in accordance with Section 28-77 of the D.R.M.C. Nothing contained in this provision or in the M/WBE 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 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.

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. APPROVALS

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

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 28-33 D.R.M.C. for Minority/Women Business Enterprise disputes. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the

parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or suppliers.

13. CONTRACT BINDING

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

14. PARAGRAPH HEADINGS

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

15. SEVERABILITY

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

16. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

Contract Control Number: PWADM-201952435-00
Contractor Name: CONCRETE WORKS OF COLORADO INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PWADM-201952435-00
CONCRETE WORKS OF COLORADO INC

By: DocuSigned by:
Richard Brasher
6E183BA066D5408...

Name: Richard Brasher
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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

General Contract Conditions

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CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

SPECIAL CONTRACT CONDITIONS

SC-1 CONSTRUCTION SPECIFICATIONS

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

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 Management Division

– *Standard Detail Drawings*

– *Public Works Wastewater Capital Projects Management Standard Construction Specifications*

Colorado Department of Transportation:

Standard Specifications for Road and Bridge Construction
(Sections 200 through 700 of the 2011 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 2015 Series, City and County of Denver Amendments 2016)

National Fire Protection Association Standards

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

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

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

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

SC-2 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-3 ENGINEERING DIVISION / CITY ENGINEER

The Engineering Division is a unit of the Department of Public Works and is supervised by the City Engineer, who is subordinate to the Manager of Public Works. 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 for Transportation are deleted and replaced with references to the Engineering Division and City Engineer, respectively.

SC-4 WASTEWATER MANAGEMENT DIVISION

The Wastewater Management Division is a unit of the Department of Public Works and is supervised by the Deputy Manager of Public Works for Wastewater Management, who is subordinate to the Manager of Public Works. This Division is responsible for the operation and maintenance of the City's wastewater facilities.

SC-5 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 Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

Denver Department of Public Works:

Project Manager
Steve Choi

Telephone
(303) 446-3648

Consultant
Wilson and Company

Telephone
(303) 501-1242

SC-6 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 \$1,500.00 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-7 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-8 RESERVED

SC-9 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 for this Project to request payment from the City and to pay subcontractors. All certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Textura®. 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>
Public Works	Matt Fariss	(720) 667-7052

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

1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each Application for Payment shall include each and every independent subcontractor’s payroll information including pay dates and pay amounts.
3. The Contractor shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.
4. Applications for Payment must be accompanied by completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, **AND** the Contractors’ Certification of Payment Form (CCP), unless an exception is approved pursuant to General contract condition 907.

The forms, Final/Partial Release and Certificate of Payment (Subcontractor/Supplier) and the Contractor’s Certification of Payment (CCP), both of which must be used are attached below. If subcontractor or supplier payments are disbursed via Textura® CPM, those systems generated Release and CCP forms are acceptable.

DEPARTMENT OF PUBLIC WORKS

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

(PROJECT NO. and NAME)

(NAME OF CONTRACTOR)

(NAME OF SUBCONTRACTOR/SUPPLIER)

Check Applicable Box: [] MBE [] WBE

Date: _____, 20__

Subcontract #: _____

Subcontract Value: \$ _____

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

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

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

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

STATE OF COLORADO) CITY OF _____) ss.

(Name of Subcontractor)

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

By: _____

Notary Public/Commissioner of Oaths My Commission Expires

Title: _____



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

Instructions for Completing the Contractor/Consultant Certification of Payment Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rev 031816

SC-10 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 detached and utilized in accordance with the Contract Documents:

1. Performance and Payment Bond
2. Performance and Payment Bond Surety Authorization Letter (Sample)
3. Final/Partial Lien Release.

The following are forms that will be issued by the City during construction:

1. Notice to Apparent Low Bidder (Sample)
2. Notice to Proceed (Sample)
3. Certificate of Contract Release (Sample)

SC-11 CONSTRUCTION INSPECTION BY THE CITY

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

.1 Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the General Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

.2 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-12 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-13 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-14 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-15 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-16 INSURANCE

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

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

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

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

(4) **Waiver of Subrogation:** For all coverages, Contractor's insurer shall waive subrogation rights against the City.

(5) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

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

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

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

(10) **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.

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

(12) **Additional Provisions:**

(a) For Commercial General Liability, the policies must provide the following:

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

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

SC-17 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-12.

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

<http://www.denvergov.org/constructioncontracts/Home/ContractorResources/tabid/443154/Default.aspx>

SC-18 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-19 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-20 Accounting of Cost and AUDIT

Title 911 is hereby deleted in its entirety and replaced with the following:

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractors' performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

SC-21 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.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Concrete Works of Colorado, Inc., 1260 Rock Creek Circle, Lafayette, CO 80026,
a corporation organized and existing under and by virtue of the laws of the State of Colorado,
hereafter referred to as the "Contractor", and HARTFORD FIRE INSURANCE COMPANY,
a corporation organized and existing under and by virtue of the laws of the State of Connecticut,
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 Eight Million, Seven Hundred Seventeen Thousand, Three Hundred Twenty-Five Dollars and Zero Cents (\$8,717,325.00), 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. 201952435 - Marion Street System, Phase 1**, 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 _____ day of _____, 20____.

Attest:

By: *Rea Ann Fletcher*
Secretary *Rea Ann Fletcher, Contracts manager*



CONCRETE WORKS OF COLORADO, INC.

Contractor

By: *[Signature]*

President *Richard Brasher, Jr., Vice President*

HARTFORD FIRE INSURANCE COMPANY

Surety

By: *[Signature]*

Attorney-In-Fact *Cynthia M. Burnett*

(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

Signatures will be provided at a later time and incorporated by reference
By: _____
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

Signatures will be provided at a later time and incorporated by reference
By: _____
MAYOR

By: *[Signature]*
EXECUTIVE DIRECTOR OF PUBLIC WORKS
n

Direct Inquiries/Claims to:

POWER OF ATTORNEY

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 34-344525

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Douglas J. Rothey, Cynthia M. Burnett
of
Littleton, CO

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, **DO HEREBY CERTIFY** that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President



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

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

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

RE: (Company name)

SAMPLE

Contract No: 201952435
Project Name: Marion Street System, Phase I
Contract Amount:
Performance and Payment Bond No.:

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, Department of Public Works, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at _____.

Thank you.

Sincerely,

City and County of Denver Department of Public Works
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dpw

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



March 18, 2020

FAX NUMBER (720) 913-3183
TELEPHONE NUMBER (720) 913-3267

Assistant City Attorney
City and County of Denver
201 West Colfax Avenue, Dept. 1207
Denver, Colorado 80202

Re: CONCRETE WORKS OF COLORADO, INC.

Contract No. 201952435
Project Name: MARION STREET SYSTEM, PHASE 1
Contract Amount: \$8,717,325.00
Performance and Payment Bond No.: 34BCSID4060

The Performance and Payment Bonds covering the above-captioned project were executed by this agency, through Hartford Fire Insurance Company, on March 18, 2020.

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

If you should have any additional questions or concerns, please do not hesitate to give me a call at (303) 225-8030.

Thank you.

Sincerely,

Cynthia M. Burnett
Senior Vice President
Surety Department

Surescape Insurance Services
7800 S. Elati Street, Suite 100
Littleton, Colorado 80120

(303) 225-8030 Phone
(303) 225-8034 Fax



California Office
California License: 0B95668
77-564 Country Club Drive, Suite 401
Palm Desert, CA 92211

(760) 360-4700 Phone
(760) 360-9579 Fax





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2020

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

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

PRODUCER Innovise Business Consultants 6600 E. Hampden Ave Denver CO 80224	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Heather Lee</td> </tr> <tr> <td>PHONE (A/C No. Ext): 303-918-7572</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: hlee@trustinnovise.com</td> </tr> </table>	CONTACT NAME: Heather Lee		PHONE (A/C No. Ext): 303-918-7572	FAX (A/C, No):	E-MAIL ADDRESS: hlee@trustinnovise.com									
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INSURED Concrete Works of Colorado, Inc. 1260 Rock Creek Circle Lafayette CO 80026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B: The Travelers Indemnity Co.</td> <td>25658</td> </tr> <tr> <td>INSURER C: THE TRAVELERS INS CO</td> <td>87726</td> </tr> <tr> <td>INSURER D: Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER E: Indian Harbor Insurance</td> <td>36940</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Co.	25615	INSURER B: The Travelers Indemnity Co.	25658	INSURER C: THE TRAVELERS INS CO	87726	INSURER D: Pinnacol Assurance	41190	INSURER E: Indian Harbor Insurance	36940	INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 22318151** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 PD Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DT-CO-2P960888-COF-19	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-009L108061-19-26-G	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-2P962833-19-26-G	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4062790	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Professional/Pollution			PEC004861503	11/1/2019	11/1/2020	Each Incident 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CONTRACT — 201952435 Marion Street System, Phase 1
 As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Auto.

CERTIFICATE HOLDER City and County of Denver Department of Transportation & Infrastructure 201 W. Colfax Avenue, Dept 608 Denver CO 80202-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



NOTICE TO APPARENT LOW BIDDER

Name
Address
City, State, ZIP

The EXECUTIVE DIRECTOR OF PUBLIC WORKS has considered the Bids submitted on **Date**, for work to be done and materials to be furnished in and for:

CONTRACT (#) Contract Title

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: (\$ _____).

It will be necessary for you to appear forthwith at the office of the Department of Public Works, Contract Administration, 201 W. Colfax Ave., Dept 614, Denver, Colorado 80202, to receive the said Contract Documents, execute the same and return them to the Department of Public Works, Contract Administration within the time limit set forth in the Bid Package Documents.

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;
- b. Payment and Performance Bond along with One original Power of Attorney relative to Performance and/or Payment Bond; and,

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 Public Works, and each contract requiring payment by the City of one-half million dollars (\$500,000.00) or more shall first be approved by the City Council acting by ordinance and in accordance with Section 3.2.6 of the Charter of the City and County of Denver.

Prior to issuance of Notice to Proceed, all Equal Opportunity requirements must be completed. Additional information may be obtained by contacting the Director of Contract Compliance at (720-913-1700).

NOTICE TO APPARENT LOW BIDDER

CONTRACT NO.

Page 2

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

Dated at Denver, Colorado this _____ day of _____ 2019.

CITY AND COUNTY OF DENVER

By _____

Executive Director of Public Works

SAMPLE

City and County of Denver Department of Public Works
201 West Colfax Avenue, Dept 608 | Denver, CO 80202

www.denvergov.org/dpw

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



**NOTICE TO PROCEED
(SAMPLE)**

Current Date

Name
Company
Street
City/State/Zip

CONTRACT NO. 201952435, MARION STREET SYSTEM, PHASE 1

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 201952435, as set forth in detail in the contract documents for the City and County of Denver.

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

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

Sincerely,

Lesley B. Thomas
City Engineer

cc:

City and County of Denver Department of Public Works
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dpw

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



Certificate of Contract Release
(SAMPLE)

Current Date

Name

Street Address

City, State, Zip

RE: Certificate of Contract Release for
201952435, MARION STREET SYSTEM, PHASE 1

Received this date of the City and County of Denver, as full and final payment of the cost of the improvements provided for in the foregoing contract, Sixty Thousand Two Hundred Forty-Eight dollars and Eighteen cents (\$60,248.18), in cash, being the remainder of the full amount accruing to the undersigned by virtue of said contract; said cash also covering and including payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases said City and County of Denver from any and all claims or demands whatsoever, regardless of how denominated, growing out of said contract.

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

Contractor's Signature

Date Signed

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

Sincerely,

Contract Administration

City and County of Denver Department of Public Works
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dpw

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

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DEPARTMENT OF PUBLIC WORKS

Prevailing Wage Rates

Contract Number: 201952435



Marion Street System, Phase 1

November 13, 2019



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification & Compensation Technician II
DATE: October 1, 2019
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, September 27, 2019** 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. CO190002
Superseded General Decision No. CO20180012
Modification No. 5
Publication Date: 09/27/2019
(6 pages)

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

Attachments as listed above.

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

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

"General Decision Number: CO20190002 09/27/2019

Superseded General Decision Number: CO20180012

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 \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/22/2019
3	04/12/2019
4	05/10/2019
5	09/27/2019

ASBE0028-001 07/01/2018

Rates Fringes

Asbestos Workers/Insulator
(Includes application of all insulating materials, protective coverings,

coatings and finishings to
 all types of mechanical
 systems).....\$ 31.73 14.23

 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		
\$1,000,000.....	\$ 27.50	12.50+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	12.50+3%

 * ELEC0068-001 06/01/2019

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

	Rates	Fringes
ELECTRICIAN.....	\$ 36.50	16.18

 ELEC0111-001 03/01/2019

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 20.41	13.75%+\$6.20
Line Equipment Operator.....	\$ 28.98	13.75%+\$6.20
Lineman and Welder.....	\$ 44.92	25.25%+\$5.75

 * ELEC0113-002 06/01/2019

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 32.60	16.23

 * ELEC0969-002 06/01/2019

MESA COUNTY

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

 ENGI0009-001 05/01/2018

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 28.57	10.70
Blade: Rough.....	\$ 28.25	10.70
Bulldozer.....	\$ 28.25	10.70
Cranes: 50 tons and under..	\$ 28.40	10.70
Cranes: 51 to 90 tons.....	\$ 28.57	10.70
Cranes: 91 to 140 tons.....	\$ 29.55	10.70
Cranes: 141 tons and over...	\$ 31.07	10.70
Forklift.....	\$ 27.87	10.70
Mechanic.....	\$ 28.73	10.70
Oiler.....	\$ 27.49	10.70
Scraper: Single bowl under 40 cubic yards.....	\$ 28.40	10.70
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 28.57	10.70
Trackhoe.....	\$ 28.40	10.70

 IRON0024-003 01/01/2019

	Rates	Fringes
Ironworkers:.....	\$ 29.85	21.76
Structural		

 LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

 PLUM0003-005 06/01/2017

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

Rates Fringes

PLUMBER.....\$ 39.08 16.44

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 06/01/2016

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

Rates Fringes

PIPEFITTER.....\$ 37.10 16.62

SHEE0009-002 07/01/2018

Rates Fringes

Sheet metal worker.....\$ 34.02 17.49

TEAM0455-002 07/01/2018

Rates Fringes

Truck drivers:

Pickup.....\$ 21.41 4.32

Tandem/Semi and Water.....\$ 22.04 4.32

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: 08-21-2019)**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$13.00	\$2.92
Laborer (Flagger)		\$13.00	\$3.80
Laborer (Landscape)		\$13.00	\$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, Classification & Compensation Technician II
DATE: August 21, 2019
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, May 10, 2019** 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. CO190009
Superseded General Decision No. CO20180019
Modification No. 1
Publication Date: 05/10/2019
(6 pages)

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

Attachments as listed above.

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

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

General Decision Number: CO190009 05/10/2019 CO9

Superseded General Decision Number: CO20180019

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 \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	05/10/2019

CARP9901-008 05/01/2018

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 25.50	9.47

ELEC0068-016 03/01/2011

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:
 Colorado Springs - Nevada & Bijou
 Denver - Ellsworth Avenue & Broadway
 Ft. Collins - Prospect & College
 Grand Junction - 12th & North Avenue
 Pueblo - I-25 & Highway 50
 All work outside of these areas shall be paid Zone 2 rates.

 * ENGI0009-008 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....	\$ 28.25	10.70
(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 28.25	10.70
(3)-Motor Grader (blade- rough) Douglas County.....	\$ 28.25	10.70
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 28.40	10.70
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 28.40	10.70
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 28.57	10.70
(5)-Motor Grader (blade- finish) Douglas County.....	\$ 28.57	10.70
(6)-Crane (91-140 tons).....	\$ 29.55	10.70

 SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00

ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender- Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)....	\$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55

Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95
TRAFFIC SIGNALIZATION:		
Groundsman		
Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17
TRUCK DRIVER		
Distributor		
Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27
Dump Truck		
Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27
Lowboy Truck.....	\$ 17.25	5.27
Mechanic.....	\$ 26.48	3.50
Multi-Purpose Specialty & Hoisting Truck		
Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88
Pickup and Pilot Car		
Denver.....	\$ 14.24	3.77
Douglas.....	\$ 16.43	3.68

Semi/Trailer Truck.....	\$ 18.39	4.13
Truck Mounted Attenuator....	\$ 12.43	3.22
Water Truck		
Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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

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

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

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

CITY AND COUNTY OF DENVER

STATE OF COLORADO

FILED
9:57 am, Mar 13 2020
CLERK AND RECORDER
CITY AND COUNTY OF DENVER



DENVER
THE MILE HIGH CITY

DEPARTMENT OF PUBLIC WORKS

Recorded Documents for

Contract Number: 201952435

Marion Street System, Phase 1

November 13, 2019



Addendum #1 – January 10, 2020

Addendum #2 – January 29, 2020

Addendum #3 – February 13, 2020

Technical Specifications & Drawings

**PLEASE NOTE: Incorporated by reference and filed with the
Clerk and Recorder. File No. 20200033**