

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER

**TRANSPORTATION &
INFRASTRUCTURE**

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Contract Documents

Contract Number: 202053970



River North Promenade, Phase 1

March 23, 2020



NOTICE TO APPARENT LOW BIDDER

**ECI SITE CONSTRUCTION MANAGEMENT, INC.
2526 14th St. S.E., Loveland, CO 80537**

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **May 14, 2020**, for work to be done and materials to be furnished in and for:

CONTRACT – 202053970 River North Promenade, 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-One (131) Bid Items (014210-1 through 265100-8)** with a total estimated cost thereof being **Four Million, Eight Hundred Sixteen Thousand, Three Hundred Seventy-Seven Dollars and Seventy-Four Cents (\$4,816,377.74)**.

It may 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).



NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202053970

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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 5th day of June 2020.

CITY AND COUNTY OF DENVER

By: *Eulois C. Cleckley*
Eulois Cleckley
Executive Director of the
Department of Transportation and Infrastructure

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

City and County of Denver Department of Transportation & Infrastructure

201 West Colfax Avenue, Dept 608 | Denver, CO 80202

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CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER

**TRANSPORTATION &
INFRASTRUCTURE**

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Bid Form Package

Contract Number: 202053970



River North Promenade, Phase 1

March 23, 2020

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

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

BIDDER'S CHECKLIST

These forms comprise the Bid Form and Submittal Package. 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 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 type="checkbox"/> <input 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 type="checkbox"/>
BF-8	a.) List all subcontractors who are performing work on this project	<input 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>

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

BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

CONTRACT NO. 202053970

RIVER NORTH PROMENADE, PHASE 1


BIDDER: ECI SITE CONSTRUCTION MANAGEMENT, INC.
(Legal Name per Colorado Secretary of State)

ADDRESS: P.O. BOX 2135
LOVELAND, CO 80539

CONTACT PERSON FOR ALL MATTERS RELATING TO THIS DOCUMENT

NAME: TED JOHNSON **TITLE:** PRESIDENT
EMAIL: ted.johnson@ecisite.net **PHONE NUMBER:** 970.218.7802

AUTHORIZED ELECTRONIC SIGNATORY

NAME: TED JOHNSON 
EMAIL: ted.johnson@ecisite.net

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. 202053970 - River North Promenade, Phase 1**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated March 17, 2020.

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

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

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

- Bid Form and Submittal Package Acknowledgment Form
- Bid Form
- List of Proposed Minority/Women Owned Business Enterprise(s)
- Commitment to Minority/Women Owned Business Enterprise Participation
- Minority/Women Owned Business Enterprise(s) of Intent
- 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:

ATTEST:

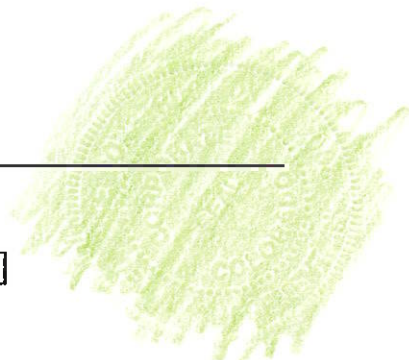
Name: MEDDIE JOHNSON

By: 

By: 

Title: PRESIDENT

[SEAL]



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

BID FORM

CONTRACT NO. 202053970

RIVER NORTH PROMENADE, PHASE 1

BIDDER: ECI SITE CONSTRUCTION MANAGEMENT, INC.
(Legal Name per Colorado Secretary of State)

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

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on **March 23, 2020**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 202053970 - River North Promenade, 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

Attachment 1

Item No.	Description and Price	Estimated Quantity	Estimated Cost
014210-1	CABI/AMS/MMP Supervisor (environmental oversight) at the unit price of \$ <u>100.70</u> per Hour	480 HR	\$ <u>48,336.00</u>
014210-2	F/A - Miscellaneous Soil Sampling and Reporting (Added with Addendum 3) at the unit price of \$ <u>5000</u> per Force Account	1 FA	\$ <u>5,000.00</u>
014210-3	Potholing - General at the unit price of \$ <u>261.08</u> per Hour	40 HR	\$ <u>10,443.20</u>
014210-4	Potholing- for Water Main Abandonment at the unit price of \$ <u>261.08</u> per Hour	10 HR	\$ <u>2610.80</u>
015000-1	Mobilization at the unit price of \$ <u>325,010.01</u> per Lump Sum	1 LS	\$ <u>325,010.01</u>
015000-2	Security Fencing (Chain Link) at the unit price of \$ <u>2.55</u> per Linear Foot	3,300 LF	\$ <u>8415.00</u>
015000-3	On Site Office (trailer) at the unit price of \$ <u>5830</u> per Lump Sum	1 LS	\$ <u>5830.00</u>
015001-1	Traffic Control - General at the unit price of \$ <u>37,100</u> per Lump Sum	1 LS	\$ <u>37,100</u>
015001-2	Traffic Control - for Water Main Abandonment at the unit price of \$ <u>4709.52</u> per Lump Sum	1 LS	\$ <u>4709.52</u>
015713-1	Erosion and Sediment Control at the unit price of \$ <u>47,884.45</u> per Lump Sum	1 LS	\$ <u>47,884.45</u>
017010-1	Examination of Interceptors (Added with Addendum 3) at the unit price of \$ <u>19,867.05</u> per Each	2 EA	\$ <u>39,734.10</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
017123-1	Construction Surveying at the unit price of \$ <u>52,319.14</u> per Lump Sum	1 LS	\$ <u>52,319.14</u>
017839-1	Contract Record Documents - As Built at the unit price of \$ <u>6765.49</u> per Lump Sum	1 LS	\$ <u>6765.49</u>
024100-1	Remove Concrete Sidewalk (Haul/Dispose Off-Site) at the unit price of \$ <u>43.10</u> per Cubic Yard	6 CY	\$ <u>258.60</u>
024100-2	Remove Concrete Valley Pan (Haul/Dispose Off-Site) at the unit price of \$ <u>43.10</u> per Cubic Yard	42 CY	\$ <u>1810.20</u>
024100-3	Remove Concrete Curb 8"x8" (Haul/Dispose Off-Site) at the unit price of \$ <u>43.11</u> per Cubic Yard	0.27 CY	\$ <u>11.64</u>
024100-4	Roto-mill Asphalt Paving (Haul/Dispose Off-Site) at the unit price of \$ <u>70.70</u> per Cubic Yard	108 CY	\$ <u>7,635.60</u>
024100-5	Remove Asphalt Paving (Haul/Dispose Off-Site) at the unit price of \$ <u>44.17</u> per Cubic Yard	1,777 CY	\$ <u>78,490.09</u>
024100-6	Remove Concrete Bollards at the unit price of \$ <u>318</u> per Each	5 EA	\$ <u>1590.00</u>
024100-7	Remove and Salvage Existing Removable Bollards (Added with Addendum 3) at the unit price of \$ <u>265</u> per Each	5 EA	\$ <u>1325.00</u>
024100-8	Street Sign and Post Removal at the unit price of \$ <u>104.71</u> per Each	11 EA	\$ <u>1551.81</u>

Correction: \$1,151.81
-J.C. (Contract Admin)

Item No.	Description and Price	Estimated Quantity	Estimated Cost
024100-9	Stop/Street Sign and Post Remove and Relocate at the unit price of \$ <u>174.90</u> per Each	2 EA	\$ <u>349.80</u>
024100-10	Remove Compacted Gravel at the unit price of \$ <u>24.97</u> per Cubic Yard	351 CY	\$ <u>8764.47</u>
024100-11	Remove Striping at the unit price of \$ <u>1431.00</u> per Lump Sum	1 LS	\$ <u>1431.00</u>
024100-12	Miscellaneous Removals at the unit price of \$ <u>90.98</u> per Cubic Yard	10 CY	\$ <u>909.80</u>
033000-1	Concrete Retaining Wall at the unit price of \$ <u>1683.12</u> per Cubic Yard	30 CY	\$ <u>50,493.60</u>
033000-2	Concrete Wall at Existing Rundown at the unit price of \$ <u>3382.87</u> per Lump Sum	1 LS	\$ <u>3382.87</u>
033000-3	Curbs- Concrete Rollover Curb at the unit price of \$ <u>76.58</u> per Linear Foot	72 LF	\$ <u>5513.76</u>
033000-4	Curbs- Concrete Curb at the unit price of \$ <u>39.48</u> per Linear Foot	144 LF	\$ <u>5685.12</u>
033000-5	Concrete Band- 8" Width, 8" Depth at the unit price of \$ <u>27.82</u> per Linear Foot	581 LF	\$ <u>16,163.42</u>
033000-6	Concrete Band @ Asphalt- 8" Width, 12" Depth at the unit price of \$ <u>31.00</u> per Linear Foot	601 LF	\$ <u>18,631.00</u>
033000-7	Concrete Band 18" Depth- 8" Width, 18" Depth at the unit price of \$ <u>49.02</u> per Linear Foot	886 LF	\$ <u>43,431.72</u>

<u>Item No.</u>	<u>Description and Price</u>	<u>Estimated Quantity</u>	<u>Estimated Cost</u>
033000-8	Concrete Band at Pavers 10" Width, 24" Depth at the unit price of \$ <u>70.22</u> per Linear Foot	63 LF	\$ <u>4423.86</u>
033000-9	Concrete Edge @ play area at the unit price of \$ <u>107.19</u> per Linear Foot	210 LF	\$ <u>22,499.40</u>
033000-10	Concrete Thickened Edge at the unit price of \$ <u>1098.90</u> per Cubic Yard	53 CY	\$ <u>58,241.70</u>
033000-11	Concrete Play Area Ramp at the unit price of \$ <u>1771.39</u> per Lump Sum	1 LS	\$ <u>1771.39</u>
033000-12	Concrete Curb Wall (Added with Addendum 3) at the unit price of \$ <u>1474.60</u> per Cubic Yard	2 CY	\$ <u>2948.00</u>
033100-1	Type C1, C2 & C3 Luminaire Foundations at the unit price of \$ <u>983.68</u> per Each	28 EA	\$ <u>27,543.04</u>
055200-1	Pipe Rail at the unit price of \$ <u>109.60</u> per Linear Foot	269 LF	\$ <u>29,482.40</u>
055200-2	Guardrail with Lean Rail at the unit price of \$ <u>189.17</u> per Linear Foot	65 LF	\$ <u>12,296.05</u>
055200-3	Guardrail at the unit price of \$ <u>154.79</u> per Linear Foot	57 LF	\$ <u>8823.03</u>
061000-1	River Theater at the unit price of \$ <u>298,991.30</u> per Lump Sum	1 LS	\$ <u>298,991.30</u>
128300-1	Double Balance Beam at the unit price of \$ <u>1641.94</u> per Each	1 EA	\$ <u>1641.94</u>

<u>Item No.</u>	<u>Description and Price</u>	<u>Estimated Quantity</u>	<u>Estimated Cost</u>
128300-2	Waterlily Balance Play Feature (8 Pieces) at the unit price of \$ <u>2104.10</u> per Each	2 EA	\$ <u>4208.20</u>
128300-3	See Saw for 2 at the unit price of \$ <u>4611.00</u> per Each	1 EA	\$ <u>4611.00</u>
128300-4	Bench, Wood beam with weathered steel legs, Backless at the unit price of \$ <u>2145.72</u> per Each	14 EA	\$ <u>30,040.08</u>
128300-5	Bench, Wood beam with weathered steel legs, Backed at the unit price of \$ <u>3314.58</u> per Each	8 EA	\$ <u>26,516.64</u>
128300-6	Bench, 88" Wood slats with powdercoated steel legs, Backed at the unit price of \$ <u>3339.75</u> per Each	4 EA	\$ <u>13,359.00</u>
128300-7	Bench, 168" Wood slats with powdercoated steel legs w/Offset 88"Offset Backrest at the unit price of \$ <u>4720.02</u> per Each	3 EA	\$ <u>14,160.06</u>
128300-8	Picnic Table, Wooden slats with weathering steel supports, Picnic Sets at the unit price of \$ <u>6701.04</u> per Each	6 EA	\$ <u>40,206.24</u>
128300-9	Bike Racks at the unit price of \$ <u>313.21</u> per Each	11 EA	\$ <u>3445.31</u>
128300-10	Bollard, Custom- Removable at the unit price of \$ <u>397.30</u> per Each	9 EA	\$ <u>3575.70</u>
128300-11	Bollard- Reinstall Salvaged Removable Bollards (Added with Addendum 3) at the unit price of \$ <u>256.23</u> per Each	5 EA	\$ <u>1281.15</u>

<u>Item No.</u>	<u>Description and Price</u>	<u>Estimated Quantity</u>	<u>Estimated Cost</u>
128300-12	Bollard, Custom- Fixed, surface mounted at the unit price of \$ <u>287.96</u> per Each	12 EA	\$ <u>3455.52</u>
128300-13	Sign System at the unit price of \$ <u>742.00</u> per Each	3 EA	\$ <u>2226.00</u>
311100-1	Clearing and Grubbing at the unit price of \$ <u>5440.10</u> per Acre	0.30 AC	\$ <u>1632.03</u>
311100-2	Tree removal (over 4" caliper) at the unit price of \$ <u>838.46</u> per Each	5 EA	\$ <u>4192.30</u>
311100-3	Tree removal (over 4" caliper) including root grinding at the unit price of \$ <u>838.46</u> per Each	1 EA	\$ <u>838.46</u>
312000-1	Earthwork - Cut & Export at the unit price of \$ <u>28.75</u> per Cubic Yard	1,960 CY	\$ <u>56,350.00</u>
312000-2	Earthwork-Export, footings, trenches, foundations at the unit price of \$ <u>37.58</u> per Cubic Yard	700 CY	\$ <u>26,306</u>
312000-3	Earthwork- Import at the unit price of \$ <u>39.50</u> per Cubic Yard	2,263 CY	\$ <u>89,388.50</u>
312000-4	Structural Fill (import) at the unit price of \$ <u>47.02</u> per Cubic Yard	100 CY	\$ <u>4702.00</u>
321216-1	Asphalt Pavement at the unit price of \$ <u>119.60</u> per Ton	481 TON	\$ <u>57,527.60</u>
321313-1	Concrete Pavement: 6", gray, light broom finish, pedestrian at the unit price of \$ <u>10.36</u> per Square Foot	19,805 SF	\$ <u>205,179.80</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
321313-2	Concrete Pavement: 8", gray, light broom finish, vehicular at the unit price of \$ <u>12.09</u> per Square Foot	4,033 SF	\$ <u>48,758.97</u>
321313-3	Concrete Pavement: 6", gray, tined finish, pedestrian at the unit price of \$ <u>11.01</u> per Square Foot	2,411 SF	\$ <u>26,545.11</u>
321313-4	ADA Ramps at the unit price of \$ <u>1636.39</u> per Each	2 EA	\$ <u>3272.78</u>
321313-5	Cast Iron Sidewalk Detectable Warning Panels at the unit price of \$ <u>46.64</u> per Square Foot	197 SF	\$ <u>9188.08</u>
321313-6	Concrete Pavement: 4" gray, light broom finish, @ picnic tables, benches, vine trellis at the unit price of \$ <u>8.77</u> per Square Foot	176 SF	\$ <u>1543.52</u>
321400-1	Permeable Pavers (includes base courses) at the unit price of \$ <u>15.4</u> per Square Foot	9,027 SF	\$ <u>139,106.07</u>
321400-2	Sandset Pavers (includes sub grade) at the unit price of \$ <u>10.90</u> per Square Foot	868 SF	\$ <u>9461.20</u>
321400-3	Pre-Cast Stepping Stones (Added with Addendum 3) at the unit price of \$ <u>291.50</u> per Each	5 EA	\$ <u>1457.50</u>
321540-1	Crusher Fines Paving (stabilized) at the unit price of \$ <u>4.32</u> per Square Foot	2,557 SF	\$ <u>11,046.24</u>
321723-1	Pavement Markings (Crosswalks, Center Stripe, Stop Bars) at the unit price of \$ <u>5427.20</u> per Lump Sum	1 LS	\$ <u>5427.20</u>

<u>Item No.</u>	<u>Description and Price</u>	<u>Estimated Quantity</u>	<u>Estimated Cost</u>
321816-1	Engineered Wood Fiber Play Surfacing & Underdrain at the unit price of \$ <u>5.63</u> per Square Foot	1,581 SF	\$ <u>8,901.03</u>
324000-1	Stone Band @ WQA at the unit price of \$ <u>226.74</u> per Cubic Yard	14 CY	\$ <u>3174.36</u>
324000-2	Riprap- 12" Type VL at the unit price of \$ <u>99.54</u> per Cubic Yard	100 CY	\$ <u>9954.00</u>
328000-1	Irrigation System at the unit price of \$ <u>201,559.00</u> per Lump Sum	1 LS	\$ <u>201,559.00</u>
329113-1	Soil Preparation at the unit price of \$ <u>45.05</u> per Cubic Yard	91 CY	\$ <u>4099.55</u>
329120-1	Bioretention Growing Mix (import) at the unit price of \$ <u>100.70</u> per Cubic Yard	154 CY	\$ <u>15,507.80</u>
329120-2	Topsoil (import) at the unit price of \$ <u>59.36</u> per Cubic Yard	245 CY	\$ <u>14,543.20</u>
329220-1	Seeding- Native Upland at the unit price of \$ <u>.18</u> per Square Foot	12,833 SF	\$ <u>2309.94</u>
329223-1	Sodding at the unit price of \$ <u>.64</u> per Square Foot	3,577 SF	\$ <u>2289.28</u>
329300-1	Tree- Deciduous 2.5" Cal. at the unit price of \$ <u>636</u> per Each	29 EA	\$ <u>18,444.00</u>
329300-2	Tree- Deciduous 2" Cal. at the unit price of \$ <u>567.10</u> per Each	27 EA	\$ <u>15,311.70</u>

<u>Item No.</u>	<u>Description and Price</u>	<u>Estimated Quantity</u>	<u>Estimated Cost</u>
329300-3	Tree- Deciduous 8' Cl at the unit price of \$ <u>768.50</u> per Each	5 EA	\$ <u>3842.50</u>
329300-4	Shrubs, 5 gal. at the unit price of \$ <u>45.58</u> per Each	332 EA	\$ <u>15,132.56</u>
329300-5	Shrubs, 1 gal. at the unit price of \$ <u>21.73</u> per Each	338 EA	\$ <u>7344.74</u>
329300-6	Perennials, 5 gal. at the unit price of \$ <u>49.82</u> per Each	20 EA	\$ <u>996.40</u>
329300-7	Perennials, 1 gal. at the unit price of \$ <u>18.55</u> per Each	290 EA	\$ <u>5379.50</u>
329300-8	Perennials, 4" pot at the unit price of \$ <u>15.90</u> per Each	626 EA	\$ <u>9953.40</u>
329300-9	Grasses, 5 gal. at the unit price of \$ <u>23.85</u> per Each	131 EA	\$ <u>3124.35</u>
329300-10	Grasses, 1 gal. at the unit price of \$ <u>18.55</u> per Each	3,630 EA	\$ <u>67,336.50</u>
331100-1	Water Main Abandonment- Capping at the unit price of \$ <u>3167.46</u> per Each	6 EA	\$ <u>19,004.76</u>
331100-2	Water Main Abandonment- Removal at the unit price of \$ <u>45.73</u> per Linear Foot	350 LF	\$ <u>16,005.50</u>
334400-1	Storm- 6" PVC Underdrain - Slotted at the unit price of \$ <u>36.10</u> per Linear Foot	554 LF	\$ <u>19,999.40</u>

<u>Item No.</u>	<u>Description and Price</u>	<u>Estimated Quantity</u>	<u>Estimated Cost</u>
334400-2	Storm- 6" Solid Wall PVC at the unit price of \$ <u>31.66</u> per Linear Foot	487 LF	\$ <u>15,418.42</u>
334400-3	Landscape PVC Solid Underdrain at the unit price of \$ <u>33.80</u> per Linear Foot	75 LF	\$ <u>2535.00</u>
334400-4	Landscape PVC Perforated Underdrain at the unit price of \$ <u>31.69</u> per Linear Foot	350 LF	\$ <u>11,091.50</u>
334400-5	Storm or Underdrain Cleanout at the unit price of \$ <u>533.72</u> per Each	26 EA	\$ <u>13,876.72</u>
334400-6	Pond outlet structure at the unit price of \$ <u>3672.32</u> per Each	6 EA	\$ <u>22,033.92</u>
334400-7	Manhole Adjustment-Storm at the unit price of \$ <u>3480.18</u> per Each	6 EA	\$ <u>20,881.08</u>
334400-8	Manhole Adjustment-Sanitary at the unit price of \$ <u>4016.78</u> per Each	8 EA	\$ <u>32,134.24</u>
334400-9	Manhole Abandonement- Sanitary at the unit price of \$ <u>2236.68</u> per Each	2 EA	\$ <u>4473.36</u>
334400-10	Adjust Misc. Manhole Rim to Finish Grade at the unit price of \$ <u>1228.40</u> per Each	5 EA	\$ <u>6142.00</u>
334400-11	Inlet Modifications (Reloacted/Replaced Covers) at the unit price of \$ <u>2791.23</u> per Each	3 EA	\$ <u>8373.69</u>
334400-12	Outfall Tie-Ins at the unit price of \$ <u>1033.96</u> per Each	6 EA	\$ <u>6203.76</u>

<u>Item No.</u>	<u>Description and Price</u>	<u>Estimated Quantity</u>	<u>Estimated Cost</u>
334400-13	Water Valve Adjustment at the unit price of \$ <u>905.16</u> per Each	5 EA	\$ <u>4525.80</u>
334400-14	Storm - Manhole at the unit price of \$ <u>10320.04</u> per Each	2 EA	\$ <u>20,640.08</u>
334400-15	Storm - Sewer 24" Diameter RCP at the unit price of \$ <u>139.86</u> per Linear Foot	250 LF	\$ <u>34,965.00</u>
334400-16	Storm - Sewer RCP 24" Cap / Stub-out at the unit price of \$ <u>1717.79</u> per Linear Foot	2 LF	\$ <u>3435.58</u>
334400-17	PLD Filter Material (Underdrain Aggregate) at the unit price of \$ <u>108.33</u> per Cubic Yard	66 CY	\$ <u>7182.78</u> Correction: \$7,149.78 -J.C. (Contract Admin)
334400-18	Clean & Flush Existing Inlet at the unit price of \$ <u>2474.23</u> per Lump Sum	1 LS	\$ <u>2474.23</u>
260500-1	Electrical Service Connections at the unit price of \$ <u>2840.80</u> per Lump Sum	1 LS	\$ <u>2840.40</u>
260500-2	Electric Meter Pedestal Cabinet and Base at the unit price of \$ <u>37,387.26</u> per Each	1 EA	\$ <u>37,387.26</u>
260500-3	Lighting Control Center at the unit price of \$ <u>9540</u> per Each	1 EA	\$ <u>9540</u>
260533-1	Wiring, Conductors, and Conduit at the unit price of \$ <u>198,904.76</u> per Lump Sum	1 LS	\$ <u>198,904.76</u>
260535-1	S Pull Box 11"x18"x12" dp Polymer Concrete Tier 22 Rated at the unit price of \$ <u>556.50</u> per Each	13 EA	\$ <u>7234.50</u>

<u>Item No.</u>	<u>Description and Price</u>	<u>Estimated Quantity</u>	<u>Estimated Cost</u>
260535-2	S1 Pull Box 11"x18"x12" dp Polymer Concrete Tier 22 Rated at the unit price of \$ <u>901.00</u> per Each	8 EA	\$ <u>7,208.00</u>
262726-1	Duplex Receptacles at the unit price of \$ <u>397.50</u> per Each	7 EA	\$ <u>2,782.50</u>
265100-1	Luminaire type 'C1' (Pedestrian Luminaire single-head) at the unit price of \$ <u>3,540.40</u> per Each	22 EA	\$ <u>77,888.80</u>
265100-2	Luminaire type 'C2' (Pedestrian Luminaire dual-head) at the unit price of \$ <u>4,870.70</u> per Each	5 EA	\$ <u>24,353.50</u>
265100-3	Luminaire type 'C3' (Pedestrian Luminaire large dual-head) at the unit price of \$ <u>5138.88</u> per Each	1 EA	\$ <u>5,138.88</u>
265100-4	Luminaire type 'H' (Linear Gangway Luminaire) at the unit price of \$ <u>227.26</u> per Linear Foot	150 LF	\$ <u>34,089.00</u>
265100-5	Luminaire type 'J' (Light mounted to gangway post) at the unit price of \$ <u>1,219.00</u> per Each	20 EA	\$ <u>24,380.00</u>
265100-6	Luminaire type 'J1' (Light mounted to gangway edge) at the unit price of \$ <u>1,139.50</u> per Each	3 EA	\$ <u>3,418.50</u>
265100-7	Luminaire type 'L' (Gangway Handrail Luminaire) at the unit price of \$ <u>34.29</u> per Linear Foot	1,050 LF	\$ <u>36,004.50</u>
265100-8	Luminaire type 'D' (Continuous Linear LED) Gangway (Added with Addendum 3) at the unit price of \$ <u>244.80</u> per Linear Foot	125 LF	\$ <u>30,600.00</u>

<u>Item No.</u>	<u>Description and Price</u>	<u>Estimated Quantity</u>	<u>Estimated Cost</u>
133000-1	Gangway Structure at the unit price of \$ <u>1,425,721.03</u> per Lump Sum	1 LS	\$ <u>1,425,721.03</u>
262726-1	Duplex Receptacles (Added with Addendum 3) at the unit price of \$ <u>397.50</u> per Each	3 EA	\$ <u>1192.50</u>
Base Bid Subtotal			\$ <u>4,768,142.74</u>
<u>Add Alternate 1</u>			
265100-8	Luminaire type 'D' (Continuous Linear LED) River Theater at the unit price of \$ <u>244.80</u> per Linear Foot	160 LF	\$ <u>39,168.00</u>
Add Alternate 1 Subtotal			\$ <u>39,168.00</u>
<u>Add Alternate 2</u>			
265100-9	Luminaire type 'M1' (Adjustable spot light) Pavilion at the unit price of \$ <u>2285.66</u> per Each	22 EA	\$ <u>50,284.52</u>
265100-10	Luminaire type 'N' (Tapelight) Pavilion at the unit price of \$ <u>79.31</u> per Linear Foot	960 LF	\$ <u>76,137.60</u>
329300-4	Shrubs, 5 gal. at the unit price of \$ <u>45.58</u> per Each	24 EA	\$ <u>1093.92</u>
329300-5	Shrubs, 1 gal. at the unit price of \$ <u>21.73</u> per Each	32 EA	\$ <u>695.36</u>
328000-1	Irrigation System addition for Planters at the unit price of \$ <u>2650.00</u> per Lump Sum	1 LS	\$ <u>2650.00</u>
133000-2	Pavilion at the unit price of \$ <u>260,451.00</u> per Lump Sum	1 LS	\$ <u>260,451.00</u>

<u>Item No.</u>	<u>Description and Price</u>	<u>Estimated Quantity</u>	<u>Estimated Cost</u>
262726-1	Duplex Receptacles (Added with Addendum 3) at the unit price of \$ <u>397.50</u> per Each	4 EA	\$ <u>1590.00</u>
Add Alternate 2 Subtotal			\$ <u>392,902.40</u>
<u>Add Alternate 3</u>			
265100-11	Luminaire type 'M1' (Adjustable spot light) Vine trellis at the unit price of \$ <u>2285.66</u> per Each	7 EA	\$ <u>15,999.62</u>
329300-7	Perennials, 1 gal. (17 Vines in place of 17 shrubs) at the unit price of \$ <u>.53</u> per Each	17 EA	\$ <u>9.01</u>
133000-3	Trellis at 38th at the unit price of \$ <u>57,129.52</u> per Lump Sum	1 LS	\$ <u>57,129.52</u>
Add Alternate 3 Subtotal			\$ <u>73,138.15</u>

Correction: \$4,768,109.74

Base Bid Items Subtotal Amount (014210-1 through 262726-1, One-Hundred and Thirty [130] total bid items)

\$ ~~4,768,109.74~~

Textura ® Fee from table on Page BF-3 (based on Bid Items Subtotal Amount)

\$ 9100.00

Base Bid Items Total Amount plus Textura® Fee equals Total Bid Amount

\$ ~~4,777,209.74~~

Correction: \$4,777,209.74

Total Bid Amount:	Four million seven hundred seventy seven thousand seven hundred and seventy four cents
	THOUSANDS TWO HUNDRED FORTY-TWO DOLLARS AND SEVENTY-FOUR CENTS
	Dollars \$ 4,777,209.74

Correction: Four Million, Seven Hundred Seventy-Seven Thousand, Two Hundred Nine Dollars and Seventy-Four Cents (\$4,777,209.74)

Add Alt 1 Subtotal (265100-8, One [1] bid item)

\$ 39,168 ✓

Add Alt 2 Subtotal (265100-9 through 262726-1, Seven [7] bid items)

\$ ~~392,202.48~~

Add Alt 3 Subtotal (265100-11 through 133000-3, Three [3] bid items)

\$ ~~73,125.15~~

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

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

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

Name: _____ Name: N/A

Address: _____ Address: _____

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



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
D&B@denvergov.org

City & County of Denver Contract No.: 202053970

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: <u>ECC SITE CONSTRUCTION MANAGEMENT, INC</u>		
Address: <u>P.O. BOX 2135, LOVELAND, CO</u>	Contact Person: <u>TEB JOHNSON</u>	
Type of Service: <u>GENERAL CONTRACTOR</u>	Dollar Amount: \$:	Percent of Project:

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 (✓)
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Business Name: <u>Terra Constructors</u>		
Address: <u>P.O. Box 1670, Thorsdown, CO 80524</u>	Type of Service: <u>Concrete</u>	
Contact Person: <u>TINO FLORES</u>	Dollar Amount: \$: <u>457,525</u>	Percent of Project: <u>9.46</u> %

<input checked="" type="checkbox"/> Subcontractor (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)
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Business Name: <u>Ventura Electric Inc</u>		
Address: <u>20646 Yoke trail, Morrison, CO 80465</u>	Type of Service: <u>Electrical</u>	
Contact Person: <u>Joe Ventura</u>	Dollar Amount: \$: <u>466,707</u>	Percent of Project: <u>9.78</u> %

<input checked="" type="checkbox"/> Subcontractor (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)
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Business Name: <u>Premier Services</u>		
Address: <u>11689 Progress Lane, Parker, CO 80134</u>	Type of Service: <u>Utility/Software</u>	
Contact Person: <u>Tim Persch</u>	Dollar Amount: \$: <u>49,899</u>	Percent of Project: <u>1.0</u> %

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Subcontractors, Suppliers Manufacturers or Brokers (check one box)				
<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:	
<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 (√)	

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: P.O. BOX 2135

City, State, Zip Code: LOVELAND, CO 80539

Telephone Number of Bidder: 970.669.6291

Fax No. 970.669.6411

Social Security or Federal Employer ID Number of Bidder: 20 0892383

Name and location of the last work of this kind herein contemplated upon which the Bidder was engaged:
CONFLUENCE PARK, DENVER, CO

For information relative thereto, please refer to:

Name: MICHAEL BOUCHARD

Title: ASSISTANT DIRECTOR OF DESIGN & CONSTRUCTION - CCD

Address: CITY AND COUNTY OF DENVER PARKS, MICHAEL.BOUCHARD@DENVER.GOV

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

- Addenda Number 1 Date 4.3.20
- Addenda Number 2 Date 4.27.20
- Addenda Number 3 Date 5.7.20

Dated this 14TH day of MAY, 2020

Signature of Bidder:

If an Individual: _____ doing business
as _____

If a Partnership: _____
by: _____ General Partner.

If a Corporation: ECT SITE CONSTRUCTION MAINTENANCE, INC
a _____ Corporation,
by: [Signature] its President.
THEODORE JAWSEN



Attest: [Signature]
Secretary (Corporate Seal)

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

Firm: _____

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

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

Firm: _____

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

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

Firm: _____

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

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



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

COMMITMENT TO MWBE PARTICIPATION

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 18 % **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): ECI SITE CONSTRUCTION MAINTENANCE, INC

Firm's Representative (Please print): TED JOHNSON

Signature (Firm's Representative):

Title: PROMENADE

Address: P.O. Box 2135

City: LOVELAND

State: CO

Zip: 80539

Phone: 970-669-5291

Fax: 970-669-6411

Email: ted@ecisite.net

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



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.: 202053970		Project Name: River North Promenade, 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: ECI Site Construction Management, Inc.				Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Phone: 970.669.6291	
Contact Person: Selina Cook			Email: selina.cook@ecisite.net			Fax: 970.669.6411	
Address: PO Box 2135			City: Loveland			State: CO Zip: 80539	
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: Premier Services, Inc				Phone: 720-851-6464			
Contact Person: Tim Persch			Email: tim@premierservices.pro			Fax:	
Address: 11689 Progress Lane			City: Parker			State: CO Zip: 80134	
Please check the designation which applies to the certified firm.		M/WBE (v)	X	SBE (v)	X	EBE (v)	DBE (v) X
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.							
Demolition, Earthwork, and Wet Utilities							
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:							
\$ 49,899.00				1.04 %			
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: 05/15/2020			
Title: COO							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:				Date: 5/14/2020			
Title: General Manager							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							



201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.Nydenver.com

September 16, 2019

James F. Bauer
Premier Services Inc
117 Rome Avenue
Parker, CO 80138

Dear: James F. Bauer:

The Division of Small Business Opportunity is pleased to inform you that Premier Services Inc is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at www.coloradodbe.org.

Premier Services Inc is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS 237110: UTILITY LINE (I.E., SEWER, WATER), CONSTRUCTION
CO UCP NAICS 238910: EXCAVATION CONTRACTORS
CO UCP NAICS 484220: DUMP TRUCKING (E.G., GRAVEL, SAND, TOP SOIL)
CO UCP NAICS 484220: GRAVEL HAULING, LOCAL
CO UCP NAICS 484220: SAND HAULING, LOCAL
CO UCP NAICS 484220: TOP-SOIL HAULING, LOCAL
CO UCP NAICS 488490: SNOW REMOVAL, HIGHWAY

The anniversary date of your firm's DBE certification is September 15, 2020. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org



201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.flydenver.com

September 16, 2019

James F. Bauer
Premier Services Inc
117 Rome Avenue
Parker, CO 80138

Dear James F. Bauer:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Premier Services Inc for certification as a **Minority/Women Business Enterprise (M/WBE)**. Premier Services Inc will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

September 16, 2019 to September 15, 2020

Listed below is each NAICS code for which Premier Services Inc is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 237110: UTILITY LINE (I.E., SEWER, WATER), CONSTRUCTION
DENVER 238910: EXCAVATION CONTRACTORS
DENVER 484220: DUMP TRUCKING (E.G., GRAVEL, SAND, TOP SOIL)
DENVER 484220: GRAVEL HAULING, LOCAL
DENVER 484220: SAND HAULING, LOCAL
DENVER 484220: TOP-SOIL HAULING, LOCAL
DENVER 488490: SNOW REMOVAL, HIGHWAY

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,



Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org



201 W. Colfax Avenue, #907
Denver, CO Zip 80202
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Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.Nydenver.com

September 16, 2019

James F. Bauer
Premier Services Inc
117 Rome Avenue
Parker, CO 80138

Dear James F. Bauer:

SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Premier Services Inc for certification as a Small Business Enterprise (SBE). Premier Services Inc will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at www.denvergov.org/dsbo. Your firm is certified with the following certification dates:

September 16, 2019 to September 15, 2020

Listed below is each NAICS code for which Premier Services Inc is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 237110: UTILITY LINE (I.E., SEWER, WATER), CONSTRUCTION
DENVER 238910: EXCAVATION CONTRACTORS
DENVER 484220: DUMP TRUCKING (E.G., GRAVEL, SAND, TOP SOIL)
DENVER 484220: GRAVEL HAULING, LOCAL
DENVER 484220: SAND HAULING, LOCAL
DENVER 484220: TOP-SOIL HAULING, LOCAL
DENVER 488490: SNOW REMOVAL, HIGHWAY

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that **SBE Certifications are for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to be "M. A.", is located at the bottom left of the page.

DocuSign Envelope ID: C5933523-73A8-4925-A981-124833618E67

Adrina Gibson

Director of the Division of Small Business Opportunity

Office of Economic Development | City and County of Denver

P: (720) 913-1701 | adrina.gibson@denvergov.org



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 dabo@denvergov.org
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 202053970	Project Name: River North Promenade, 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: ECI Site Construction Management, Inc.		Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Phone: 970 669.6291
Contact Person: Selina Cook	Email: selina.cook@ecisite.net	Fax: 970 669-6411	
Address: PO Box 2135	City: Loveland	State: CO	Zip: 80539

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: Terra Constructors Inc		Phone: 970-481-0341		
Contact Person: Tino Florez	Email: tino@terraconstructors.com	Fax: —		
Address: PO Box 1670	City: Johnstown	State: CO Zip: 80534		
Please check the designation which applies to the certified firm.	M/WBE (v) <input checked="" type="checkbox"/>	SBE (v) <input checked="" type="checkbox"/>	EBE (v) <input type="checkbox"/>	DBE (v) <input checked="" 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. On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.

Concrete Construction

<input checked="" type="checkbox"/> Subcontractor/Subconsultant (v)	<input type="checkbox"/> Supplier (v)	<input type="checkbox"/> 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:

\$ 451,525.00 9.45 %

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: *[Signature]* Date: 05/15/2020

Title: COO

M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: *[Signature]* Date: 5-14-2020

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.



Terra Constructors, Inc.
PO Box 1670
Johnstown, CO 80534



Fortino Flores
Terra Constructors, Inc. DBA N/A
PO Box 1670
Johnstown, CO 80534

Dear Fortino Flores:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Terra Constructors, Inc. DBA N/A for certification as a Minority/Women Business Enterprise (M/WBE). Terra Constructors, Inc. DBA N/A will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

August 12, 2019 to August 11, 2020

Listed below is each NAICS code for which Terra Constructors, Inc. DBA N/A is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

- DENVER 237310: BRIDGE DECKING CONSTRUCTION
- DENVER 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
- DENVER 237310: CULVERTS, HIGHWAY, ROAD AND STREET, CONSTRUCTION
- DENVER 237310: CURBS AND STREET GUTTERS, HIGHWAY, ROAD AND STREET, CONSTRUCTION
- DENVER 238110: CONCRETE FINISHING
- DENVER 238110: FOOTING AND FOUNDATION CONCRETE CONTRACTORS
- DENVER 238110: RETAINING WALL (EXCEPT ANCHORED EARTH), POURED CONCRETE, CONSTRUCTION
- DENVER 238120: STEEL REINFORCING CONTRACTORS
- DENVER 238350: CARPENTRY WORK (EXCEPT FRAMING)

DENVER 238990: SIDEWALK CONSTRUCTION, RESIDENTIAL AND COMMERCIAL

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org

City and County of Denver
Office of Economic Development
<http://www.denvergov.org/oed>
<http://denver.mwdbe.com>

This message was sent to: tino@terraconstructors.com
Sent on: 8/16/2019 4:15:32 PM
System ReferenceID: 87814027



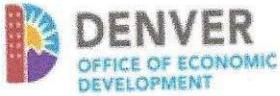
DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 West Colfax Ave., Dept. 907
Denver, CO 80202
Phone: 720-213-1999

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 daba@denvergov.org
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 202053970		Project Name: River North Promenade, 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: ECI Site Construction Management, Inc.				Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Phone: 970 669.6291	
Contact Person: Selina Cook			Email: selina.cook@ecisite.net			Fax: 970 669.6411	
Address: PO Box 2135			City: Loveland		State: CO	Zip: 80539	
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: Joe Ventura Electric, Inc.					Phone: 303-697-9344		
Contact Person: Tammy Ventura			Email: Venturadelectric@msn.com			Fax: 303-697-6133	
Address: 20646 Yoke Trail			City: Morrison		State: CO	Zip: 80465	
Please check the designation which applies to the certified firm.		M/WBE (✓)	X	SBE (✓)	X	EBE (✓)	X
						DBE (✓)	X
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>							
Electrical Power and lighting							
X	Subcontractor/Subconsultant (✓)		Supplier (✓)			Broker (✓)	
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:						\$ 466,707.00 9.77 %	
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>[Signature]</i>					Date: 5/15/2020		
Title: COO							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: <i>[Signature]</i>					Date: 5/15/2020		
Title: President / President Owner							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							



April 16, 2020

Joseph Ventura
Joe Ventura Electric, Inc. DBA Ventura Electric, Inc.
20646 Yoke Trail
Morrison, CO 80465

Dear Joseph Ventura:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Joe Ventura Electric, Inc. DBA Ventura Electric, Inc. for certification as a **Minority/Women Business Enterprise (M/WBE)**. Joe Ventura Electric, Inc. DBA Ventura Electric, Inc. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

April 11, 2020 to April 10, 2021

Listed below is each NAICS code for which Joe Ventura Electric, Inc. DBA Ventura Electric, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

NAICS 238210: ELECTRICAL CONTRACTORS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org



April 16, 2020

Joseph Ventura
Joe Ventura Electric, Inc. DBA Ventura Electric, Inc.
20646 Yoke Trail
Morrison, CO 80465

Dear Joseph Ventura:

SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Joe Ventura Electric, Inc. DBA Ventura Electric, Inc. for certification as a Small Business Enterprise (SBE). Joe Ventura Electric, Inc. DBA Ventura Electric, Inc. will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at www.denvergov.org/dsbo. Your firm is certified with the following certification dates:

April 11, 2020 to April 10, 2021

Listed below is each NAICS code for which Joe Ventura Electric, Inc. DBA Ventura Electric, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

NAICS 238210: ELECTRICAL CONTRACTORS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property or contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

Please be aware that **SBE Certifications are for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org



April 16, 2020

Joseph Ventura
Joe Ventura Electric, Inc. DBA Ventura Electric, Inc.
20646 Yoke Trail
Morrison, CO 80465

Dear Joseph Ventura:

SUBJECT: Emerging Business Enterprise (EBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Joe Ventura Electric, Inc. DBA Ventura Electric, Inc. for certification as an Emerging Business Enterprise (EBE). Joe Ventura Electric, Inc. DBA Ventura Electric, Inc. will be listed in the City and County of Denver's Emerging Business Enterprise (EBE) Certification Directory. Your firm is certified with the following certification dates:

April 11, 2020 to April 10, 2021

Listed below is each NAICS code for which Joe Ventura Electric, Inc. DBA Ventura Electric, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS Codes:

NAICS 238210: ELECTRICAL CONTRACTORS

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property or contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an EBE.

Please be aware that your EBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal and application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your EBE Certification.

You may visit www.work4denver.com to view upcoming bidding opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org



201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1995
f: 720.913.1805
www.denvergov.org/dsbc

Denver International Airport
Airport Office Building, Suite 781C
8500 Pena Boulevard
Denver, CO Zip 80245
p: 303.342.2180
f: 303.342.2190
www.flydenver.com

April 16, 2020

Joseph Ventura
Joe Ventura Electric, Inc. DBA Ventura Electric, Inc.
20646 Yoke Trail
Morrison, CO 80465

Dear: Joseph Ventura:

The Division of Small Business Opportunity is pleased to inform you that Joe Ventura Electric, Inc. DBA Ventura Electric, Inc. is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at www.coloradodbe.org.

Joe Ventura Electric, Inc. DBA Ventura Electric, Inc. is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

NAICS 238210: ELECTRICAL CONTRACTORS

The anniversary date of your firm's DBE certification is April 10, 2021. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org

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"/>	MWBE, 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.



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 initiating 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/MWBE/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?	<input type="checkbox"/>	Yes (√)	<input type="checkbox"/>	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 TRANSPORTATION AND INFRASTRUCTURE

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT ECI Site Construction Management, Inc., as Principal, and Employers Mutual Casualty Company, a corporation organized and existing under and by virtue of the laws of the State of Iowa, 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 Obligee, in full and just sum of Five Percent (5%) of Total Bid Amount 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 May 7th, 2020, for the construction of: **Contract No. 202053970 - River North Promenade, Phase 1**, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado, and said Obligee 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 Obligee 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 Obligee 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 Obligee, 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 Obligee 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 7th day of May, 2020.

ATTEST

Am Cook

Secretary

ECI Site Construction Management, Inc.

Principal

[Signature]

By:

Title: President

Employers Mutual Casualty Company

Surety

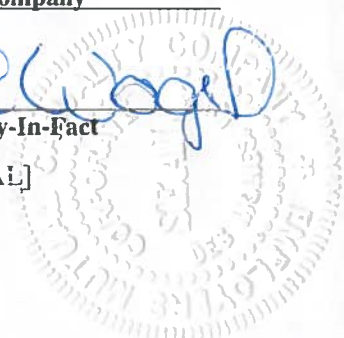
[Signature]

By: K'Anne E. Vogel, Attorney-In-Fact

[SEAL]



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



THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER



P.O. Box 712 • Des Moines, IA 50306-0712

No. C18037

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: ROYAL R. LOVELL, K'ANNE E. VOGEL, KELLY URWILLER

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 16th day of NOVEMBER, 2017.

Seals



Bruce G. Kelley
 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6; President
 of Company 1; Vice Chairman and
 CEO of Company 7

Todd Strother
 Todd Strother
 Vice President

On this 16th day of NOVEMBER AD 2017 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
 My Commission Expires October 10, 2019.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on NOVEMBER 16, 2017 on behalf of: ROYAL R. LOVELL, K'ANNE E. VOGEL, KELLY URWILLER

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of May, 2020

J. D. Clough
 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 * erin.dill@ecisite.net / contact@ecisite.net

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

Project Name * RIVER NORTH PROMENADE, PHASE 1, CONTRACT 202053970

Solicitation No. (Check Below if Not Applicable) * 202053970

Check Here if Solicitation No. is N/A

Name of Your Company * ECI SITE CONSTRUCTION MANAGEMENT, INC.

What Industry is Your Business? *

- Technology, Financial, Manufacturing, Construction, Landscape, Maintenance Services, Goods/Services, Wholesale/Retail Trade, Professional, Transportation/Hauling, Other

Address * P.O. Box 2135

City * LOVELAND State CO Zip Code * 80539

Business Phone Number * 970.669.6291

Business Facsimile Number 970.669.6411

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: * 47 Number of Part Time: * 1

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

Yes No

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

If **Yes**, does it address:

2.1. Employment and retention? *

Yes No

2.2. Procurement and supply chain activities? *

Yes No

2.3. Customer Service? *

Yes No

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

SEE SUBSEQUENT SECTIONS - EBI IS AN EQUAL OPPORTUNITY EMPLOYER AND COMPLIES WITH ALL FEDERAL, STATE AND LOCAL FAIR EMPLOYMENT PRACTICES LAWS.

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

Yes No * POSTINGS AND INCLUDES IN EMPLOYEE MANUAL

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

- Employee Training
- Pamphlets
- Public EEO Postings
- Other:

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

Monthly

Quarterly

Annually

N/A

Other:

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

0-25%

26-50%

51-75%

76-100%

N/A

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

ECA IS ACTIVELY PARTICIPATING IN THE CITY AND COUNTY OF DENVER'S MENTORSHIP PROGRAM TO PROMOTE PARTNERSHIP PROGRAMS AND EXPAND INCLUSIVENESS IN OUR PROCUREMENT STRATEGIES.

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) *

ECA DOES NOT CURRENTLY HAVE RESOURCES INTERNALLY TO SUPPORT A DIVERSITY AND INCLUSIVENESS COMMITTEE, HOWEVER WE ARE AN EQUAL OPPORTUNITY EMPLOYER AND ENCOURAGE EMPLOYMENT OPPORTUNITIES REGARDLESS OF RACE OR GENDER.

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.

WE ACTIVELY PROMOTE DIVERSITY IN EMPLOYMENT OPPORTUNITIES AT THIS TIME. NO FORMAL PLANS TO OFFICIALLY ADOPT THIS PROGRAM AT THIS TIME.

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. *



Signature of Person Completing Form *

5.14.20
Date

TAS JOHNSON
Printed Name of Person Completing Form

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

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

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

CONTRACT NO: 202053970 PROJECT NAME: RIVER NORTH PROMENADE, PHASE 1
--

**ADDENDUM NO. 1 TO CONTRACT DOCUMENTS
April 3, 2020**

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

- **ADVERTISEMENT AND INSTRUCTIONS TO BIDDERS**

PRE-BID MEETING:

The Pre-Bid Meeting will be held for this Project at 9:00 a.m., local time, on April 9, 2020 via teleconference. To access the meeting, call (720) 388-6219 and enter Conference ID **396 682 061#**.

BID SUBMITTALS:

Bids for this project will ONLY be received and accepted via the online electronic bid service through www.QuestCDN.com. Bids must be submitted via QuestCDN no later than 11:00 a.m., Thursday, May 7, 2020.

To access the electronic bid form, download the file *202053970 Bid Form.pdf* and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. Bidders will be charged a fee of \$30.00 to submit a bid electronically.

BID OPENING:

Each of the bids received through Quest will be read aloud through a phone-in bid opening. The call-in line number and conference ID will be provided to the plan holders prior to bid opening date via QuestCDN message.


- **BID BOND**

A completed and scanned version of the bid bond shall be provided with the submittal on the bid due date. Ensure that the bond is signed and dated, includes a Corporate Seal (shaded so it is visible), and provide the Surety Agent's Power of Attorney OR Certified or Cashier's Check made out to the Manager of Revenue referencing Bidders' Company and Contract Number.

The original bid bond must be received by mail within seven (7) calendar days of bid opening date to be considered part of a responsive bid. Mail original bid bond to: City and County of Denver, Attention: DOTI Contract Administration, 201 W. Colfax Ave., Dept. 614, Denver, CO 80202.

All questions, including those pertaining to this addendum, must be submitted to pw.procurement@denvergov.org no later than 10:00 a.m. on April 17, 2020.


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



Lesley B. Thomas, City Engineer

April 6, 2020
Date

The undersigned bidder acknowledges receipt of this Addendum. The Proposal submitted herewith is in accordance with the stipulations set forth herein.



Contractor

ADDENDUM NO. 1

5/12/2020
Date

CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

CONTRACT NO: 202053970
PROJECT NAME: RIVER NORTH PROMENADE, PHASE 1

ADDENDUM NO. 2 TO CONTRACT DOCUMENTS
April 27, 2020

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

ADVERTISEMENT

BID SUBMITTALS:

Bids must be submitted via QuestCDN no later than 11:00 a.m., Thursday, May 14, 2020. Bids for this project will ONLY be received and accepted via the online electronic bid service through www.QuestCDN.com.

PREQUALIFICATION REQUIREMENTS:

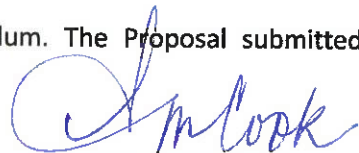
Each bidder must be prequalified in category **1A HEAVY CIVIL OR 2A GENERAL BUILDING (UNOCCUPIED)** at or above the **\$6,000,000.00** monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the bid opening date. Applications must be submitted via email to pw.prequal@denvergov.org. To view the Rules and Regulations and to obtain a prequalification application, please visit our website at www.denvergov.org/prequalification.

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


Lesley B. Thomas, City Engineer

April 27, 2020
Date

The undersigned bidder acknowledges receipt of this Addendum. The Proposal submitted herewith is in accordance with the stipulations set forth herein.


Contractor

5/12/2020
Date

ADDENDUM NO. 2

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

**CONTRACT NO: 202053970
PROJECT NAME: RIVER NORTH PROMENADE, PHASE 1**

**ADDENDUM NO. 3 TO CONTRACT DOCUMENTS
May 5, 2020**

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

Attachments and Updated Documents

- **Updated Bid Form – changes/additions indicated in red text (Attachment 1)**
- **Updated Bid Document Package Statement of Quantities – changes/additions indicated in red text (Attachment 2)**
- **Drawings**
 - **2020-04-28_Project Addendum 3 Narrative (Attachment 3)**
 - **Attachments 4-6, which include 2020-05-04 RiNo Promenade Addenda 3 Drawings Combined, Rino Promenade Cut and Fill Map, and Type L Light Cutsheet may be accessed electronically [HERE](#).**
- **Spec Sheets**
 - **Section 017010, Pages -1 and -2: EXAMINATION OF INTERCEPTORS (Attachment 7)**
 - **Section 014210, Pages -3 and -4: REGULATORY REQUIREMENTS (Attachment 8)**
 - **Section 024100, Page -4: DEMOLITION (Attachment 9)**
 - **Section 260519: CONDUCTORS (1page) (Attachment 10)**
 - **Section 262726, Page -2: WIRING DEVICES (Attachment 11)**
 - **Section 321400, Page -12: CONCRETE UNIT PAVERS (Attachment 12)**
 - **Section 328000, Pages -3 and -6: IRRIGATION SYSTEMS (Attachment 13)**
 - **Section 328433, Page -7: AUTOMATIC IRRIGATION CONTROLLERS (Attachment 14)**
 - **Section 329220, Page -10: NATIVE SEEDING (Attachment 15)**
 - **Section 329300, Pages -1 and -10: TREES, PLANTS, AND GROUNDCOVERS (Attachment 16)**

Questions/Answers

Q1: Could you please make the CAD Grading files available for this project?

A1: The CAD files will be provided to the awarded bidder.

Q2: Can you tell me if there is a warranty?

A2: Reference City and County of Denver Standard Specifications for Construction, 2011 Edition, Title 18 – Warranties, Guarantees and Corrective Work. For warranty purposes, the RiNo Promenade project is considered mostly outside of Public Right-of-Way; however, there are portions of the project along 35th Street, 36th, and 38th Streets that are within right-of-way (generally vehicular paving, existing asphalt, trenches, and any adjacent sidewalk).

For special warranties, please reference the following project specifications (this may not be a comprehensive list, reference the full project specifications):

- 06 10 00 – Miscellaneous Carpentry
- 26 05 00 – Common Work Results for Electrical
- 26 41 16 – Panelboards
- 26 51 00 – Architectural Lighting
- 31 20 00 – Earth Moving
- 32 18 16 – Playground Protection Surfacing
- 32 80 00 – Irrigation Systems
- 32 84 33 – Automatic Irrigation Controllers
- 32 92 20 – Native Seeding
- 32 92 23 – Sodding
- 32 93 00 – Tree, Plants, and Groundcovers
- 06 10 05 – Miscellaneous Carpentry
- 13 31 23 – Tensioned Fabric Shade Structures

Q3: Do you have an estimated start time?

A3: The desired project start is in August/September 2020. The period of performance is 455 calendar days from project start. The actual project start date depends on a variety of factors.

Q4: Will you accept a digital bid bond?

A4: A completed and scanned version of the bid bond shall be provided with the submittal on the bid due date. Ensure that the bond is signed and dated, includes a Corporate Seal (shaded so it is visible), and provide the Surety Agent's Power of Attorney OR Certified or Cashier's Check made out to the Manager of Revenue referencing Bidders' Company and Contract Number.

The original bid bond must be received by mail within seven (7) calendar days of bid opening date to be considered part of a responsive bid. Mail original bid bond to: City and County of Denver, Attention: DOTI Contract Administration, 201 W. Colfax Ave., Dept. 614, Denver, CO 80202.

Q5: Whom will be responsible for the potholing work within this project? Lowest bidder or City of Denver?

A5: The Contractor is responsible for all potholing necessary to properly execute the work. The City of Denver has performed initial potholing during design (16 locations) and this potholing information will be provided to the awarded bidder upon request.

Q6: Is the owner or contractor responsible for the quality control testing?

A6: Refer to 01 45 16 in the technical specifications.

Q7: Is the general warranty for the project one year or two years?

A7: Reference Q2/A2 for the response.

Q8: What is the maintenance period for the project?

A8: This list is not exhaustive, see full contract documents for all maintenance periods, some are listed below:

Refer to 32 80 00 – Irrigation Systems

- One-year warranty required from Substantial Completion (irrigation system winterization and spring startup required during the warranty period)

Refer to 32 84 33 – Automatic Irrigation Controllers

- One-year warranty required from Substantial Completion (irrigation system winterization and spring startup required during the warranty period)

Refer to the 32 92 20 – Native Seed, Section 3.8 and 3.9, regarding maintenance and acceptance.

- Final Acceptance will be granted when native seed areas are in a healthy, vigorous growing condition, and for consistency and completion of coverage for a minimum period of one (1) year from the date of Substantial Completion and until the establishment criteria has been met.

Refer to 32 92 23 – Sodding

- The maintenance period shall begin immediately after each area is sodded and continue for Sixty (60) days or as determined by the Project Manager until Final Acceptance.

Refer to 32 93 00 – Trees, Plants and Groundcovers

- Trees, Plants, and Groundcovers shall be warranted for a period of one (1) year after date of Substantial Completion, against defects including death, structural failures, dieback as determined by the City Forester and or Project Manager. Warranty shall not cover defects resulting from lack of adequate maintenance, neglect or abuse by City staff, hail, or incidents that are beyond Contractor's control.
- Trees shall be maintained by the Contractor through the Warranty period of the project.

Q9: What permits are required? And what are the permit fees and is the contractor responsible for these fees?

A9: Refer to section 317 of the General Contract conditions. In general, the permits that the Denver Department of Transportation & Infrastructure issue (CASDP and Street Occupancy Permit) for internal projects will not have fees. The contractor will be responsible for the building, wastewater (SUDP), and trade permits and associated fees. The contractor will also be responsible for the state stormwater discharge permit. Any renewals of permits are the responsibility of the contractor until final acceptance is provided. Fees that are known at this time are:

- Pavilion building permit (\$3618)
- Gangway building permit (\$2,999.10)
- SUDP (\$100 application, \$55 inspection)

CDPHE state stormwater (rates are subject to change but approximately \$175 initial, \$350 annual renewal).

Q10: On Sheet L1.01 Keynote 2.6 at Water Quality Area A, adjacent to Stone Band, is this to be Guardrail (Keynote 2.6) or Pipe Rail (Keynote 2.8)? Sheet L2.03 indicates it is Pipe Rail.

A10: It is intended to be keynote 2.8 pipe rail. Please see revised sheet L1.01 with corrected callout.

Q11: Is there a bid item for the 24" x 24" Precast Concrete Stepping Stones, or are they to be incidental to a different bid item?

A11: **Bid Item 321400-3 has been added to be the bid tab in the addendum.**

Q12: Is a detail and specification available for the Stepping Stones shown on Sheet L1.03?

A12: **A detail including manufacturer info has been added re: detail 03/sheet L4.05.**

Q13: Are the bricks at the MWRD SS manholes expected to contain ACM/RACS?

A13: **The sanitary sewer interceptors were constructed in the late 1800s. Asbestos was not manufactured on large-scale until the mid-19th century; thus, it's unlikely these bricks contain asbestos.**

Q14: Section 8.1 of geotechnical report recommends vibration monitoring during the installation of the Gangway support poles. Is vibration monitoring to be incidental to the Gangway bid item?

A14: **Pre and post construction scoping of the Metro stormwater line has been added as a bid item (01 70 10 EXAMINATION OF INTERCEPTORS) with an associated specification. Vibration monitoring, if used, will be incidental to installation of gangway.**

Q15: The manufacturer/supplier (STREETLIFE) of the Drifter Benches (Type A and Type B) has posed the following questions:

- What are the required sizes (we have 92" and 118")?
- What is the length of the backrest (47" or 71")?
- What is the required amount of beams (one or two)?



A15: **The sizes of benches are as follows:**

- **Type A bench shall be Drifter Bench with one beam and weathering steel legs 118"x12"x19"**
- **Type B bench shall be Drifter Bench with one beam and weathering steel legs 118"x12"x19" and backrest with "corten color" powdercoated steel supports 71"x6"x15"**

Q16: The manufacturer/supplier (STREETLIFE) of the Picnic Tables has posed the following questions:

- We offer various types of picnic sets. Can we assume that for this item a Drifter type is required too (just like the benches)?



- In that case, please indicate the desired depth of the table.
- Also keep in mind that this is only available in 79" or 118". If 92" is required, maybe some of the items below should be considered:
 - <https://www.streetlife.nl/us/products/roughready-picnic-sets>
 - <https://www.streetlife.nl/us/products/standard-picnic-sets>
 - <https://www.streetlife.nl/us/products/solid-picnic-sets>
 - <https://www.streetlife.nl/us/products/highlife-iii-picnic-sets>
 - <https://www.streetlife.nl/us/products/solid-staple-picnic-sets>
 - <https://www.streetlife.nl/us/products/x-table-picnic-sets>
 - <https://www.streetlife.nl/us/products/solid-industry-picnic-set>

A16: The picnic table is Rough and Ready picnic set with weathering steel supports and wooden table 92"x66"x18/33".

Q17: Is the depth of the waterline that is to be abandoned and removed available?

A17: The depth of the waterline is not available but generally DW distribution mains are 4.5' deep. Note that earthwork is incidental to 33 11 00 and should be figured into unit pricing for water line abandonment. Any variations from the assumed depth is incidental to the removal of the waterline.

Q18: Will Base course be required under the Concrete Pavement: 4", Gray, Light Broom Finish @ Picnic Tables, Benches, Vine Trellis bid item? If yes, what depth?

A18: Yes, a 2" aggregate base course below the concrete pad is required. We have added a detail 02/L4.05 for clarity.

Q19: Can a cut fill map and earthwork quantity analysis table be provided if CAD files will not be released prior to award?

A19: A Cut and Fill Map has been provided in the addendum.

Q20: The lighting manufacturer is requesting clarification regarding circuitry for the C1, C2 and C3 electrical components noting that "these fixtures should not share a circuit with any other devices, including other Lumenpulse DMX fixtures".

A20: LumenPulse confirms that circuits may be shared.

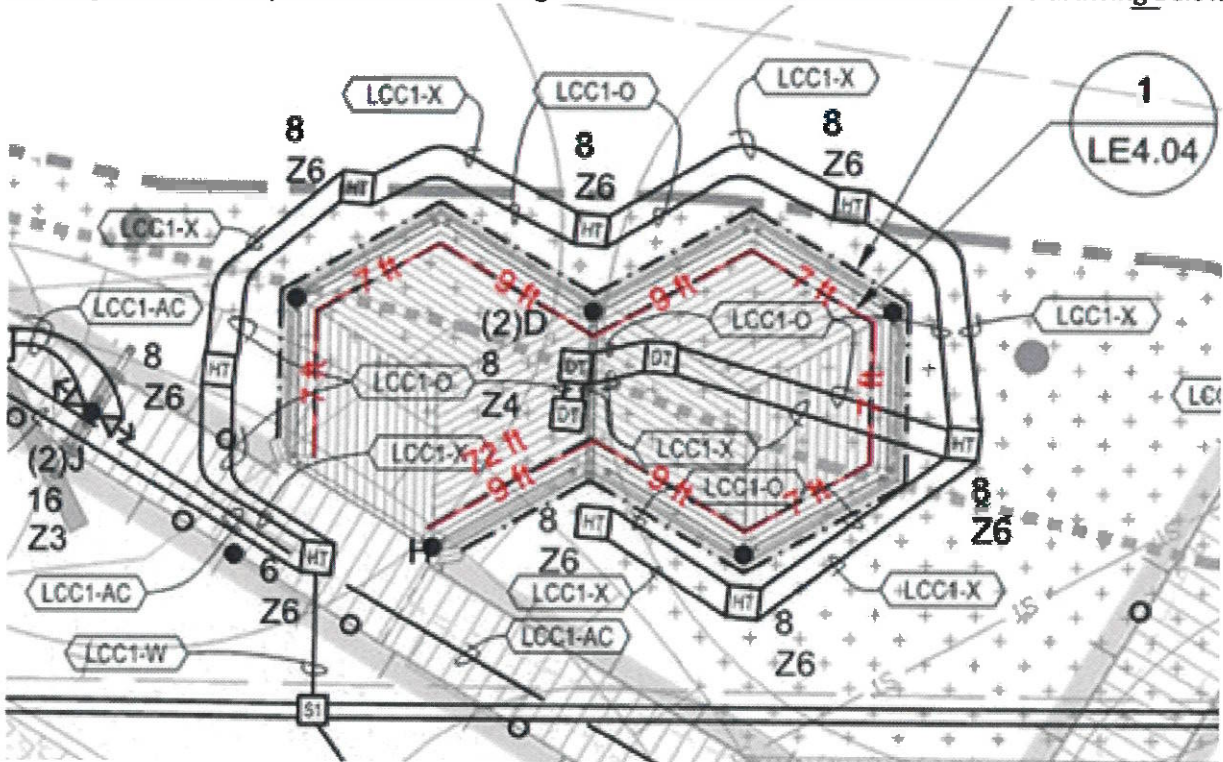
Q21: The lighting manufacturer is requesting clarification regarding circuitry for the JBOX J and J1 components as a CBX-ST may be more suitable.

A21: These are all different equipment items discretely shown on plans. Lighting designer has coordinated with manufacturer, updated drawings are included with this addendum.

Q22: On sheets LE1.04 and LE1.05, 'D' lights are indicated. There is not a bid item for 'D' lights on the bid form for the base bid. Please advise.

Do all the "D" fixture quantities need to be priced as the Alternate #1? The bid form shows as the alternate #01 but "D" fixtures are also shown on Sheet LE1.04 and Sheet LE1.05.

On Sheet LE1.05 near the handrail, (2) D fixtures are identified. Do we need to provide (2) D fixtures of 72' length each or only one fixture of 72' length in two different sections? Refer to the drawing below.



A22: Type D fixtures on the Gangway are a base bid item, Type D fixtures on the River Theater are an Add Alternate. Bid Tab has been corrected to show both the base bid and add alternate type D fixtures in the addendum.

See details, labels have been adjusted in revised Drawings in this addendum to clarify lengths.

Q23: Alt 1 – Bid form quantity indicates 280 LF of Type D Lighting. Drawings are indicating 160 LF on Sheet LE1.03. Can you confirm the length/scale on the type D?

A23: The drawing is correct, bid tab has been revised in the addendum.

Q24: Alt 2 – Bid form shows 460 LF of Type N Lighting. Drawings are indicating 960 LF on Sheet LE1.07. Can you confirm the length/scale for the Type N Lighting?

A24: The drawing is correct, bid tab has been revised in the addendum.

Q25: Alt 2 – The plan detail on LE1.07 shows (16) M1 fixtures. The bid form indicates 22 M fixtures. Please advise if there are different fixtures other than M1 and if the bid form quantity is correct.

A25: There are 23 M1 and no Type M, bid tab has been revised in the addendum.

Q26: Regarding the Davis bacon Wage Rates. Do we use the Highway or the Heavy wage rates or a combination of both?

A26: We classify based on location of work performed and actual work performed on site. You can view our [Clarification Document](#) to better understand how we classify based on location of work performed and actual work performed on site; it is a live document and subject to edits.

Based on the bid document project description, here is a general breakdown of the wage schedules:

- **HIGHWAY:** construction, alteration, or repair of roads, streets, thoroughfares, sidewalks, parking areas, and similar projects not incidental to Building or Heavy construction.
- **HEAVY:** catchall rates that are neither Building or Heavy construction, including but not limited to parks, water quality elements and storm pipe installation, irrigation, landscaping, planter boxes, earthwork, demolition.

Q27: Regarding permits, will we need to pay for a street occupancy permit since this is a Denver funded Project? This cost could be very expensive as we will need to close lanes for construction and there is only 1 lane in each direction for almost the full 445 contract days.

A27: Refer to Q9/A9.

Q28: Do you know what the cost of the Building permits will be and what permits do we need for the structures? Do we need an electrical permit and if so, do you know what the cost of this is? If these permits are required, do you have a contact person that we can talk to?

A28: Refer to Q9/A9.

Q29: Regarding structures, I have had a few questions from different Structural steel suppliers. Is there a buy America requirement on materials for the project?

A29: This project does not have buy America requirements.

Q30: What is the finish for the structural steel (channels, tubes, WTs, etc.), guardrail post, and handrail on the Gangway? In Specification Section 055000 Metal Fabrication, 2.05A says all metals to be uncoated. Degrease metal fabrication upon completion of work to allow even weathering. Plan sheet SG-102, calls out material to be A572, A36, or A500 which is not weathering. Is it galvanized or painted?

A30: The metal is to be left unfinished. Structural has provided for the expected corrosion to occur while still maintaining the necessary strength over the life of the structure.

- Q31: If the Structural steel Material is to be painted is there a paint Spec with colors? Specifically, for the Gangway, Pavilion and trellis.
- A31: See Pavilion Specifications, Section 09 91 13 "Exterior Finishing" for the pavilion paint spec. We are requesting that the G.C. provide swatches of available colors from the chosen paint system, since we have allowed for flexibility within the spec. G.C. should anticipate two (2) color paint scheme for the pavilion. The metal panels are to be pre-finished. The gangway receives no paint. For the Vine Trellis, the contractor should assume the same manufacturer and product specified in the 099313 Painting Spec Section. Color to be determined with swatch submittals.**
- Q32: When is the anticipated notice to proceed going to start?
- A32: Refer to Q3/A3.**
- Q33: What date shall bidders assume for issuance of a Notice to Proceed?
- A33: Refer to Q3/A3.**
- Q34: Does the City have an assumed project schedule? Anticipated start? Anticipated finish?
- A34: Refer to Q3/A3.**
- Q35: Project specifications list "051200 Structural Steel" in the Table of Contents, but the .pdf file on the section is not included. Please provide.
- A35: Structural steel for architectural elements is included as a sheet spec in the structural section of the Drawings, as shown in the Table of Contents in the Architectural Specifications.**
- Q36: Who shall carry costs associated with Builders Risk Insurance?
- A36: Builder's Risk insurance is not required for this contract. If the contractor wants it, they will be responsible for the cost and will be responsible for obtaining/maintaining the coverage.**
- Q37: Upon review of the gangway plans, we are wondering if you know of a subcontractor or firm that has provided something similar in the past? Or is this structure to be pieced together by required trades?
- A37: We cannot provide the names of any specific companies that would be qualified to perform this work but would suggest contacting firms that have experience in constructing pedestrian bridges, boardwalks and/or adventure play facilities such as those recently constructed at the Denver Children's museum and Denver Zoo.**
- Q38: The warranty for the irrigation system is for two years. Is the maintenance period for two years as well?
- A38: The warranty for the irrigation system and automatic irrigation controllers has been revised to one year from Substantial Completion. Refer to A8 regarding maintenance during the warranty period.**

- Q39: The warranty for sod locations is one year; however, maintenance is only for 60 days. Is this correct?
- A39: **The warranty for sod is for one year from the date of Substantial Completion. The maintenance period shall begin immediately after each area is sodded and continue for sixty (60) days or as determined by the Project Manager until Final Acceptance.**
- Q40: I could not locate Section 32 97 00 Landscape Maintenance. Can you include it in the addendum so we know how long to maintain the site? As of now, we have a two-year warranty and maintenance on irrigation, one year on sod with 60 days maintenance, and one-year warranty on native seeding and plantings. Please direct how you would like us to proceed with maintenance. Can the City add a line item for the landscape maintenance?
- A40: **All references to Section 32 97 00 Landscape Maintenance shall has been removed from the project specifications. Refer to A8 regarding the maintenance period. Maintenance shall be performed as specified for the relevant specification sections.**
- Q41: Please confirm that if the bid is under \$5,000,000 that MWBE material supply will count 100% towards the goal percentage.
- A41: **If the total bid is under \$5,000,000.00 the MWBE supplier's participation will count 100% towards the goal.**
- Q42: Will electronic signatures be acceptable for the bid submittal?
- A42: **Yes, electronic signatures are acceptable.**
- Q43: There are Type M fixtures show on fixture schedule, but these are not shown on the drawings. Please advise.
- A43: **Luminaire schedule in the drawings has been updated in the addendum.**
- Q44: There are Type LT "boxes" shown on drawings but not on the fixture schedule. Are these referring to power supplies for type "L" lights? If so, are (4) power supplies going to be enough for the 87 fixtures shown on the drawings?
- A44: **LT is part of Type L, has been clarified in the schedule in the addendum. (4) power supplies are sufficient, see cut sheet provided with this addendum for maximum distances and wire size.**
- Q45: What is the intended routing for low voltage circuitry from type L to type L fixture along hand rail? Detail only shows start of power at one location)
- A45: **Low voltage power is run through the handrail.**
- Q46: Is the intent with the type N fixture, of Add Alternate #2, to use the adhesive back on the LED tape light for mounting?
- A46: **See luminaire schedule for mounting. We left exact method to contractor since they will be warranting.**

- Q47: Will all LED drivers/power supplies remain accessible after placement?
A47: **Per NEC code requirements so everything is accessible for maintenance.**
- Q48: Will a secondary main disconnect be required?
A48: **Install per applicable codes.**
- Q49: The size of conduits (2" PVC) entering and exiting type C1 fixtures will be larger than base diameter. Please advise.
A49: **Drawings have been updated in this addendum to accommodate.**
- Q50: From the wire schedule, the wire size at C1 and C2 fixtures with GFCI receptables is too large to terminate on connection screws. Please advise.
A50: **Transition wire size at pole. Specification has been revised in this addendum.**
- Q51: On sheet SG-400, Detail 1 notes that compaction is to be to the satisfaction of the Geotechnical Engineer. Can more definitive information please be provided?
A51: **The compaction will need to achieve a level equal to or higher than the surrounding, undisturbed soils. (Soils report should be available) Bidders may want to allow for both field observation and testing, as well as for importing some structural fill in order to satisfy this requirement.**
- Q52: Earthwork Question: There is a bid item for cut and export, and one for export of footings, trenches, and foundations. Are we to assume these quantities include ALL cut generated from subgrade displacement (for example, pavers, concrete flatwork, asphalt, crusher fines)?
A52: **Correct. Reference the MMP- all excavated material must be disposed of offsite. See A55 for more information.**
- Q53: Earthwork Question: The earthwork quantities are varied from what we are able to take off from the PDF files. Can you please confirm that all import and export items are to be paid by the measured unit?
A53: **Earthwork quantities shall be paid under section 31200 unless otherwise specified in the measurement and payment sections of the spec. See A55 for more information.**
- Q54: Earthwork Question: Are earthwork items going to be paid by actual amount of import/export by CY or load?
A54: **Earthwork items will be paid by the CY. Refer to 31 20 00.**
- Q55: Earthwork Question: Can a breakdown list of how the earthwork quantities (export and import items) were derived?
A55: **The following response includes design calculations used for earthwork takeoffs. Note that contractor's means and methods, especially for Export, may impact these numbers.**

312000-1 Earthwork- Cut & Export:

- 625 CY Raw Earthwork: compared existing surface to proposed surface.
- 1,275 Excavation for water quality areas, permeable pavers, and sand-set pavers.
- 60 CY Excavation for Engineered wood fiber at play area.
- Total: 1,960 CY. New value for line 312000-1 has been revised in the addendum.

312000-2 Earthwork- Export Footings, Trenches, Foundations

- 390 CY Trenching: includes trenches for 6" PVC Slotted Underdrain, 6" PVC Solid Underdrain, Landscape Solid Underdrain, Landscape Perforated Underdrain, 24" Sewer, and Irrigation Mainlines.
 - Assumed 1' width trench at 2' depth for PVC underdrains, 2.5' width trench at 3' depth for 24" sewer, and .5' width, 2.5' depth for irrigation mainlines.
- 30 CY Footings: For Light poles, play equipment, vine trellis, and, river theater footings
- 150 CY Excavation for Walls, Curbs, and Bands.
- 12 CY Excavation for tree pits.
- Total: 583 CY. Added 20% (116 CY) for unforeseen conditions, allowance for variance in means and methods.
- Grand Total: 700 CY. New value for line 31200-2 has been revised in the addendum.

312000-3: Earthwork- Import:

- 823 CY Raw Earthwork -compare existing surface to proposed surface
- 1290 CY Import to replace asphalt section removal (assume 1' depth)
- 150 CY Trench Backfill
- Total: 2,263 CY Earthwork-Import 31200-3

312000-4: Structural Fill:

- Clarification and revised sheets provided for location of these 100CY.

EARTHWORK QUANTITIES HAVE NOT BEEN ADJUSTED TO ACCOUNT FOR SHRINK, SWELL, COMPACTION, ELECTRICAL CONDUIT, IRRIGATION LATERALS, ETC. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL EARTHWORK.

Q56: Quantities for the 6" PVC storm and landscape pipe on sheets SW1.01 through SW1.06 do not correspond with quantities provided on the bid form. Please advise.

A56: Correct quantities are 554 lf of Slotted 6" PVC, 487 lf of Solid Wall PVC. Bid tab has been updated in the addendum.

Q57: Has a method of handling traffic plan been provided and/or approved for this project? If so, can it be provided? If not, will it be the contractor's responsibility to provide this plan for approval?

A57: A method of handling traffic has not been approved for this project and that will be the contractor's responsibility. The City and County of Denver is anticipating closing Arkins court from 35th to 38th so the MHT will likely be detours and signage around this closed roadway. The contractor will need a second method of handling traffic when performing Denver Water abandonment along 38th/Washington.

Q58: Can the bid due date please be extended?

A58: **The bid due date has been extended until May 14, 2020 in Addendum 2.**

Q59: On sheet EX1.1 it notes that the existing overhead electrical lines will be relocated underground in 2019. Has this work already been completed?

A59: **Xcel has confirmed that the existing overhead electrical lines will be relocated by July 2020. The underground electrical lines will no longer be running along Arkins Court.**

Q60: With the grade lowering in certain areas, is it anticipated that: 1) existing utilities will no longer meet the minimum depth from grade and 2) if the reduced grade does impede on the minimum utility depth, is it anticipated that the contractor will need to relocate the existing utilities to meet that minimum depth requirement?

A60: ***Existing Utilities known on the site from design survey including SUE:***

1. ***Two Metro Wastewater Reclamation District (MWRD) sanitary sewer interceptors:***
 - a. ***(1) 78" RCP interceptor, closest to river***
 - b. ***(1) 77" Brick interceptor, closest to property line***
 - c. ***Note the 2 sewers are extremely shallow in some instances, to our knowledge and best effort in no case has the grade above the sewers been lowered.***
2. **Existing water line under Arkins Court, to be abandoned as part of this project.**
3. **Existing gas line to be abandoned under Arkins court, to be abandoned as part of this project.**
4. **Existing fiber optic lines under Arkins Court and Chestnut place near 35th Street. Grade is being raised in this area.**
5. **Existing storm sewer connections to UV Vault near 36th, significant cut is not proposed in this area.**
6. **Underground Electric to UV vault near 36th street. Significant cut is not proposed in this area.**
7. **Existing sanitary sewer, gas line and water line under 35th Street. Grade is being raised in this area.**
8. **Existing overhead electric lines on Arkins Court- will be undergrounded by Xcel energy and those lines will no longer run along Arkins Court. For more information, see A59.**
9. **Storm sewers from old Arkins Court inlets. These storm sewers will either remain in place or be modified as shown on the Drawings. Significant cut over these storm sewers to remain is not anticipated.**

Q61: On sheet TE1.05 there is existing concrete pavement called out to be chipped out with reinforcing steel to remain. On sheet DM1.06 this same concrete pavement area is called out to be demolished. What is the intent behind leaving the reinforcing steel in place per sheet TE1.05? Please confirm that our assumption of completely removing all concrete pavement and replacing is the correct approach per sheet G1.07.

A61: **Existing reinforcing steel is part of the wall reinforcing system and needs to be retained in place. Reinforcing steel will be part of the proposed walk section. DM1.06 has been modified to match TE1.05 in the addendum.**

- Q62: Please confirm whether this project is classified as Work performed within the Public Right-of-Way or permanent easements held by the City or if this is work constructed outside of the Public Right-of-Way; per General Conditions – Title 18 – 1801.4, in order to establish warranty period.
- A62: Refer to A2.
- Q63: Please confirm if the City is to carry builders risk insurance or if this is up to the Contractor.
- A63: **Builder's Risk insurance is not required for this contract. If the contractor wants it, they will be responsible for the cost and will be responsible for obtaining/maintaining the coverage.**
- Q64: The Bid Form indicates Item No. 334400-6 as "Pond outlet structure". We assume these are the WQ outlet structures (24" RCP as shown on sheet SW1.08) in the "WQA" water quality areas. Please clarify.
- A64: **"Pond outlet structure" is referencing the WQA outlet structures.**
- Q65: We assume the word "ponds" is in reference to the water quality areas. Please clarify.
- A65: **"Ponds" is referencing water quality areas.**
- Q66: The Bid Form indicates Item No. 334400-10 Adjust Misc. Manhole Rim to Finish Grade, with a quantity of 5 EA. We understand manholes will require adjustment up or down, but we have not seen the 5 EA specifically called out on the drawings. Is there a specific location and size we should be referencing? Please clarify.
- A66: **This item is for potential minor adjustments (<6") of rims on storms lines found on G1.03 and G1.05. The 5EA manhole rim adjustments are for lowering the ST lines <6" but we realize without knowing details that manhole adjustments may entail work beyond solely removing rings potentially rebuilding the cone section. Quantity for full adjustment of storm lines is kept in item 334400-7 and either 334400-7 or 334400-10 will be paid based actual conditions.**
- Q67: The Bid Form indicates Item No. 334400-12: Outfall Tie-Ins with a quantity of 5 EA. We assume these are the tie-ins to the new WQ outlet structures (24" RCP as per SW1.08). If there are 6 EA outlet structures and the detail on sheet SW1.08 indicates two tie-ins per each (one going in and one going out), should we be including more than 5 EA? Please clarify.
- A67: **Outfall tie-ins are locations where proposed storm sewer connects to existing storm structures. Two proposed pipes connect to existing ST MH A1. Three proposed pipes connect into existing ST MH #2. And one proposed pipe connects to an existing storm inlet by water quality area G. The quantity has been revised to 6EA.**
- Q68: With minimal adjustments on many of the manholes to accommodate changing grades, how should we determine the actual scope required to raise or lower a manhole, if the existing frame and cover and ring(s) is of an alternate height dimension that does not allow for this tight of adjustment? For example, sheet G1.02 indicates a rectangle inlet (to the far-right side of the sheet) proposed to be raised 2"-3". Should this be a poured in place ring or a more durable material/approach? The height of the existing frame and cover and ring(s) will have an impact on the construction means and methods to accomplish.

Can we request that the existing frame and cover and ring dimensions be provided, or can we be provided access to pull each manhole, to determine the requirements? Furthermore, what type of inlet is this? Is it a valley inlet Type 13 or Type C? Please clarify.

- A68:** See A67 for response to first question. A CIP/precast ring is hopefully all that will be necessary to raise the inlet in question approximately 2.5" which may include some rebar and some cold joint attachment work. For bidding purposes anticipate that this is the work involved for adjusting this inlet in question. We do not know the type of inlet nor the dimensions of the exiting frame and cover.
- Q69:** On sheet G1.03, the 4 manholes are to be lowered between 2" - 6". This would require digging up the cone and replacing, potentially. Is this the intention? Frame and cover along with ring thickness are a factor we believe needs to be considered. Please clarify.
- A69:** See A67.
- Q70:** On sheet U1.02, the Brick Manhole Detail is an item for consideration. Should we assume that the brick manholes will survive the demolition of the tops for the acceptance of the new manhole? If the existing brick manhole isn't structurally sound or survives the sawcut and removal, is that considered a changed condition? Please advise.
- A70:** All manholes will need to be adjusted to proposed grade per utility owner standards and coordinated with appropriate utility owner. Any damages or structurally unsound conditions, if not the fault of the contractor, will be considered a change condition and repairs will be coordinated with the appropriate utility owner.
- Q71:** Please provide product basis of design or specification for wire netting enclosure at Gangway spiral stair.
- A71:** Specification and basis of design (BOD) provided in gangway specifications section 05 15 13 "wire rope assemblies".
- Q72:** Gangway enlarged plans show railing balusters at 5' max. o.c. Detail 7/AG-502 calls for 4' max. o.c. Please clarify.
- A72:** 5' O.C. is acceptable as long as the railing system will meet the requirements of the gangway specification section 05 50 00 "Metal Fabrications".
- Q73:** Trellis structural drawings sheet S2.2 refers to "Repurposed 16K bar joists." Where can we locate these joists, will they be furnished to the steel fabricators facility at no cost, and can the condition of the joists be provided? Please advise.
- A73:** The location of the bar joists are near the project and the location will be provided by the owner to the prime contractor. The prime contractor must transport and supply these bar joists to steel fabricators. These bar joists were removed from the EEB Building adjacent to 35th St. as part of the RiNo Park project and are stockpiled.
- Q74:** Please provide specifications for the double skinned slotted steel panel shown in detail 3 on sheet AG-441.
- A74:** Specification is provided in gangway specifications section 05 50 00, Part 2, 2.02 D.

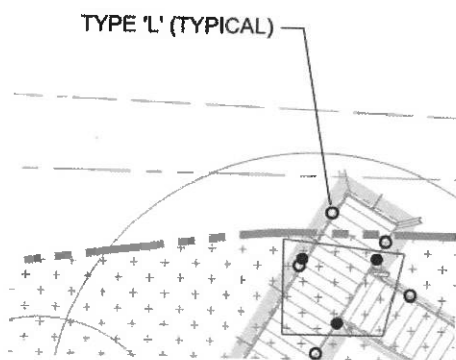
Q75: Is the lighting in the Gangway Handrail along the entire handrail? Please clarify.
A75: **Yes, the entire handrail is to receive the specified in-rail fixtures.**

Q76: Are alternates accepted for the tensioned fabric shade canopies? Please advise.
A76: **Per bid plan, alternates or substitutions may be considered after award.**

Q77: Are alternates accepted for the Wooden Timbers to be replaced by Steel? Please advise.
A77: **Per bid plan, alternates or substitutions may be considered after award.**

Q78: How are the handrail lights powered? No circuit is called out feeding these fixtures. Please advise
A78: **These are on circuits #10 and #12, L drivers for handrail**

Q79: On sheets LE1.04 and LE1.05, there are a couple of black infilled circles. Please clarify whether these are light fixtures. If they are light fixtures, please provide the fixture type.



A79: **These are gangway supports.**

Q80: DM1.06 In the center left of the page, the asphalt is hatched to correlate like R-2 Asphalt Removal. However, there is also a key note P-4 next to the R-2 callout. Please confirm the P-4 callout is in error.
A80: **P-4 callout was in error. Please see revised DM1.06**

Q81: L2.03/L1.01 Page L1.01 shows the larger 'V' shaped rail North of the pavers with a callout of 2.6 Guardrail. But page L2.03 shows it as Pipe Rail. Based on the Unit Price Schedule quantities, this rail would be Pipe Rail. Please clarify what type of rail this is.
A81: **See Q10/A10**

Q82: L1.03 There are four (4) 24"x24" precast stepping stones shown in the planting area at the middle of the page. Where in the bid schedule do you want those included?
A82: **See Q11/A11**

Q83: 01 42 10 There is no schedule item for waste profiling lab analysis as outline in the MMP. What schedule item should these costs be allocated to?

A83: **A force account lump sum bid item will be added for soil sampling and reporting.**

Q84: 01 42 10 There is no schedule item for soil analysis of import soil characterization samples (VOCs, SVOCs, TPH, Pesticides, Herbicides, PCBs, RCRA 8 Metals, Asbestos). The MMP requires a rate of one sample per 500 cy of import. What schedule item should these costs be allocated to?

A84: **If the source of imported material is a quarry and is "virgin" soil, then testing is NOT required and a letter from the quarry shall be submitted to the Project Manager specifying the type of material to be imported. For material to be imported to City-owned property from a source other than a quarry, DDPHE's Guidance for Reuse of Soil on City Projects (see MMP) shall be implemented. To comply with this guidance, submittal of appropriate environmental information will be required, such as a Phase I Environmental Assessment (ESA) and sampling protocol. If available, a Phase II ESA or similar should also be submitted.**

A force account lump sum bid item has been added for soil sampling and reporting, if needed.

Q85: 01 42 10 Per the MMP, there is a possibility that additional characterization samples may be required in the field. What schedule item should these costs be allocated to?

A85: **A force account lump sum bid item will be added for soil sampling and reporting.**

Q86: Shall GC carry costs associated with building permits and plan review?

A86: **Refer to Q9/A9.**

Q87: Spec section 26 05 00 – 1 1.3 B states to coordinate with Xcel if there is an existing transformer located near 35th and Arkins or if a new transformer will need to be installed per plan. The service feeder length would either be 20' for a new transformer or 200' to get to that intersection. Please advise on what should be included?

A87: **It is anticipated that project will be able to use the new transformer being set by Xcel at 36th St and Arkins Court. The contractor will have to confirm. Plan for the longer service feeder length to get to the new transformer at the intersection of 36th Street and Arkins Court.**

Q88: The quantity of the Receptacles is not the same as the one that are provided in the bid form. In the bid form, it was showing to provide the price for (15) receptacles, but in the drawings, we have (7) GFCI receptacles that needs to be mounted within C2 fixtures, (4) receptacles in the alternate 2, (3) in alternate #01. Do all these receptacles need to be priced in base price?


A88: **Bid tab has been corrected in addenda- base bid includes (7) receptacles in light poles; Add Alternate #1 includes 3 receptacles at the River Theater, Add Alternate #2 includes 4 receptacles at the Pavilion.**

Q89: I'm struggling to find anyone that is bidding on the Pavilion and Trellis. I've reached out to everyone on the plan holders list but no luck as of yet. I was hoping you may have heard from someone that has

expressed interest in that scope of work or maybe you could point me to someone that would be interested?

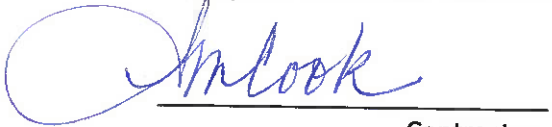
A89: We cannot provide the names of any specific companies that would be qualified to perform this work but would suggest contacting firms that have experience in constructing pedestrian bridges, boardwalks and/or adventure play facilities such as those recently constructed at the Denver Children’s museum and Denver Zoo.

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


Lesley B. Thomas, City Engineer

May 7, 2020
Date

The undersigned bidder acknowledges receipt of this Addendum. The Proposal submitted herewith is in accordance with the stipulations set forth herein.


Contractor

5/7/2020
Date

ADDENDUM NO. 3

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER

TRANSPORTATION & INFRASTRUCTURE

DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

Bid Documents Package

Contract Number: 202053970



River North Promenade, Phase 1

March 23, 2020

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

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DENVER
THE MILE HIGH CITY

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

**ADDENDUM 3
STATEMENT OF QUANTITIES**

Item No.	Description	Estimated	Quantity
014210-1	CABI/AMS/MMP Supervisor (environmental oversight)	480	HR
014210-2	F/A - Miscellaneous Soil Sampling and Reporting <i>Added with Addendum 3</i>	1	FA
014210-3	Potholing - General	40	HR
014210-4	Potholing- for Water Main Abandonment	10	HR
015000-1	Mobilization	1	LS
015000-2	Security Fencing (Chain Link)	3,300	LF
015000-3	On Site Office (trailer)	1	LS
015001-1	Traffic Control - General	1	LS
015001-2	Traffic Control - for Water Main Abandonment	1	LS
015713-1	Erosion and Sediment Control	1	LS
017010-1	Examination of Interceptors <i>Added with Addendum 3</i>	2	EA
017123-1	Construction Surveying	1	LS
017839-1	Contract Record Documents - As Builts	1	LS
024100-1	Remove Concrete Sidewalk (Haul/Dispose Off-Site)	6	CY
024100-2	Remove Concrete Valley Pan (Haul/Dispose Off-Site)	42	CY
024100-3	Remove Concrete Curb 8"x8" (Haul/Dispose Off-Site)	.27	CY
024100-4	Roto-mill Asphalt Paving (Haul/Dispose Off-Site)	108	CY
024100-5	Remove Asphalt Paving (Haul/Dispose Off-Site)	1,777	CY
024100-6	Remove Concrete Bollards	5	EA



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

**ADDENDUM 3
STATEMENT OF QUANTITIES**

Item No.	Description	Estimated	Quantity
024100-7	Remove and Salvage Existing Removable Bollards <i>Added with Addendum 3</i>	5	EA
024100-8	Street Sign and Post Removal	11	EA
024100-9	Stop/Street Sign and Post Remove and Relocate	2	EA
024100-10	Remove Compacted Gravel	351	CY
024100-11	Remove Striping	1	LS
024100-12	Miscellaneous Removals	10	CY
033000-1	Concrete Retaining Wall	30	CY
033000-2	Concrete Wall at Existing Rundown	1	LS
033000-3	Curbs- Concrete Rollover Curb	72	LF
033000-4	Curbs- Concrete Curb	144	LF
033000-5	Concrete Band- 8" Width, 8" Depth	581	LF
033000-6	Concrete Band @ Asphalt- 8" Width, 12" Depth	601	LF
033000-7	Concrete Band 18" Depth- 8" Width, 18" Depth	886	LF
033000-8	Concrete Band at Pavers 10" Width, 24" Depth	63	LF
033000-9	Concrete Edge @ play area	210	LF
033000-10	Concrete Thickened Edge	53	CY
033000-11	Concrete Play Area Ramp	1	LS
033000-12	Concrete Curb Wall <i>Added with Addendum 3</i>	2	CY
033100-1	Type C1, C2 & C3 Luminaire Foundations	28	EA



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

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STATEMENT OF QUANTITIES**

Item No.	Description	Estimated	Quantity
055200-1	Pipe Rail	269	LF
055200-2	Guardrail with Lean Rail	65	LF
055200-3	Guardrail	57	LF
061000-1	River Theater	1	LS
128300-1	Double Balance Beam	1	EA
128300-2	Waterlily Balance Play Feature (8 Pieces)	2	EA
128300-3	See Saw for 2	1	EA
128300-4	Bench, Wood beam with weathered steel legs, Backless	14	EA
128300-5	Bench, Wood beam with weathered steel legs, Backed	8	EA
128300-6	Bench, 88" Wood slats with powdercoated steel legs, Backed	4	EA
128300-7	Bench, 168" Wood slats with powdercoated steel legs w/Offset 88"Offset Backrest	3	EA
128300-8	Picnic Table, Wooden slats with weathering steel supports, Picnic Sets	6	EA
128300-9	Bike Racks	11	EA
128300-10	Bollard, Custom- Removable	9	EA
128300-11	Bollard- Reinstall Salvaged Removable Bollards Added with Addendum 3	5	EA
128300-12	Bollard, Custom- Fixed, surface mounted	12	EA
128300-13	Sign System	3	EA
311100-1	Clearing and Grubbing	.30	AC



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DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

**ADDENDUM 3
STATEMENT OF QUANTITIES**

Item No.	Description	Estimated	Quantity
311100-2	Tree removal (over 4" caliper)	5	EA
311100-3	Tree removal (over 4" caliper) including root grinding	1	EA
312000-1	Earthwork - Cut & Export	1,960	CY
312000-2	Earthwork-Export, footings, trenches, foundations	700	CY
312000-3	Earthwork- Import	2,263	CY
312000-4	Structural Fill (import)	100	CY
321216-1	Asphalt Pavement	481	TON
321313-1	Concrete Pavement: 6", gray, light broom finish, pedestrian	19,805	SF
321313-2	Concrete Pavement: 8", gray, light broom finish, vehicular	4,033	SF
321313-3	Concrete Pavement: 6", gray, tined finish, pedestrian	2,411	SF
321313-4	ADA Ramps	2	EA
321313-5	Cast Iron Sidewalk Detectable Warning Panels	197	SF
321313-6	Concrete Pavement: 4" gray, light broom finish, @ picnic tables, benches, vine trellis	176	SF
321400-1	Permeable Pavers (includes base courses)	9,027	SF
321400-2	Sandset Pavers (includes sub grade)	868	SF
321400-3	Pre-Cast Stepping Stones <i>Added with Addendum 3</i>	5	EA
321540-1	Crusher Fines Paving (stabilized)	2,557	SF



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

**ADDENDUM 3
STATEMENT OF QUANTITIES**

Item No.	Description	Estimated	Quantity
321723-1	Pavement Markings (Crosswalks, Center Stripe, Stop Bars)	1	LS
321816-1	Engineered Wood Fiber Play Surfacing & Underdrain	1,581	SF
324000-1	Stone Band @ WQA	14	CY
324000-2	Riprap- 12" Type VL	100	CY
328000-1	Irrigation System	1	LS
329113-1	Soil Preparation	91	CY
329120-1	Bioretention Growing Mix (import)	154	CY
329120-2	Topsoil (import)	245	CY
329220-1	Seeding- Native Upland	12,833	SF
329223-1	Sodding	3,577	SF
329300-1	Tree- Deciduous 2.5" Cal.	29	EA
329300-2	Tree- Deciduous 2" Cal.	27	EA
329300-3	Tree- Deciduous 8' Cl	5	EA
329300-4	Shrubs, 5 gal.	332	EA
329300-5	Shrubs, 1 gal.	338	EA
329300-6	Perennials, 5 gal.	20	EA
329300-7	Perennials, 1 gal.	290	EA
329300-8	Perennials, 4" pot	626	EA
329300-9	Grasses, 5 gal.	131	EA



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Item No.	Description	Estimated	Quantity
329300-10	Grasses, 1 gal.	3,630	EA
331100-1	Water Main Abandonment- Capping	6	EA
331100-2	Water Main Abandonment- Removal	350	LF
334400-1	Storm- 6" PVC Underdrain - Slotted	554	LF
334400-2	Storm- 6" Solid Wall PVC	487	LF
334400-3	Landscape PVC Solid Underdrain	75	LF
334400-4	Landscape PVC Perforated Underdrain	350	LF
334400-5	Storm or Underdrain Cleanout	26	EA
334400-6	Pond outlet structure	6	EA
334400-7	Manhole Adjustment-Storm	6	EA
334400-8	Manhole Adjustment-Sanitary	8	EA
334400-9	Manhole Abandonment- Sanitary	2	EA
334400-10	Adjust Misc. Manhole Rim to Finish Grade	5	EA
334400-11	Inlet Modifications (Reloacted/Replaced Covers)	3	EA
334400-12	Outfall Tie-Ins	6	EA
334400-13	Water Valve Adjustment	5	EA
334400-14	Storm - Manhole	2	EA
334400-15	Storm - Sewer 24" Diameter RCP	250	LF
334400-16	Storm - Sewer RCP 24" Cap / Stub-out	2	LF



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

**ADDENDUM 3
STATEMENT OF QUANTITIES**

Item No.	Description	Estimated	Quantity
334400-17	PLD Filter Material (Underdrain Aggregate)	66	CY
334400-18	Clean & Flush Existing Inlet	1	LS
260500-1	Electrical Service Connections	1	LS
260500-2	Electric Meter Pedestal Cabinet and Base	1	EA
260500-3	Lighting Control Center	1	EA
260533-1	Wiring, Conductors, and Conduit	1	LS
260535-1	S Pull Box 11"x18"x12" dp Polymer Concrete Tier 22 Rated	13	EA
260535-2	S1 Pull Box 11"x18"x12" dp Polymer Concrete Tier 22 Rated	8	EA
262726-1	Duplex Receptacles	7	EA
265100-1	Luminaire type 'C1' (Pedestrian Luminaire single-head)	22	EA
265100-2	Luminaire type 'C2' (Pedestrian Luminaire dual-head)	5	EA
265100-3	Luminaire type 'C3' (Pedestrian Luminaire large dual-head)	1	EA
265100-4	Luminaire type 'H' (Linear Gangway Luminaire)	150	LF
265100-5	Luminaire type 'J' (Light mounted to gangway post)	20	EA
265100-6	Luminaire type 'J1' (Light mounted to gangway edge)	3	EA
265100-7	Luminaire type 'L' (Gangway Handrail Luminaire)	1,050	LF
265100-8	Luminaire type 'D' (Continuous Linear LED) Gangway <i>Added with Addendum 3</i>	125	LF



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CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

ADDENDUM 3
STATEMENT OF QUANTITIES

Item No.	Description	Estimated	Quantity
133000-1	Gangway Structure	1	LS
262726-1	Duplex Receptacles <i>Added with Addendum 3</i>	3	EA
Add Alternate 1			
265100-8	Luminaire type 'D' (Continuous Linear LED) River Theater	160	LF
Add Alternate 2			
265100-9	Luminaire type 'M1' (Adjustable spot light) Pavilion	22	EA
265100-10	Luminaire type 'N' (Tapelight) Pavilion	960	LF
329300-4	Shrubs, 5 gal.	24	EA
329300-5	Shrubs, 1 gal.	32	EA
328000-1	Irrigation System addition for Planters	1	LS
133000-2	Pavilion	1	LS
262726-1	Duplex Receptacles <i>Added with Addendum 3</i>	4	EA
Add Alternate 3			
265100-11	Luminaire type 'M1' (Adjustable spot light) Vine trellis	7	EA
329300-7	Perennials, 1 gal. (17 Vines in place of 17 shrubs)	17	EA
133000-3	Trellis at 38th	1	LS

CITY AND COUNTY OF DENVER

**NOTICE OF INVITATION FOR BIDS
FOR CONTRACT NO. 202053970**

RIVER NORTH PROMENADE, PHASE 1

BID SCHEDULE:

**11:00 a.m., Local Time
May 7, 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: Department of Transportation and Infrastructure 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.

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

GENERAL STATEMENT OF WORK:

This project will convert approximately 1400' of existing roadway at Arkins Court from 35th to 38th Avenues into a linear park with water quality elements, planter boxes, gangway and pavilion structures, and locations for the public to sit, have events, play, and exercise. Elements of construction in this project include earthwork, concrete edging, walls, curbing, flatwork, and paving, asphalt milling and overlay, asphalt paving, decking, drilling, structure fabrication and erection, storm pipe installation, wiring, lighting, irrigation, and landscaping.

ESTIMATED CONSTRUCTION COST:

The estimated cost of construction for this project is between \$4,100,000.00 and \$4,500,000.00.

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 Number #6885709. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance.

PRE-BID MEETING:

A virtual pre-bid meeting will be held for this Project at 9:00 a.m., local time, on April 9, 2020. Further information will be provided to QuestCDN plan holders before the meeting date.

DEADLINE TO SUBMIT QUESTIONS: April 17, 2020 by 10:00 a.m. local time.

PREQUALIFICATION REQUIREMENTS:

Each bidder must be prequalified in category **1A HEAVY CIVIL at or above the \$6,000,000.00** 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 City's 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:

18% 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.

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CITY AND COUNTY OF DENVER INSTRUCTIONS TO BIDDERS

IB-1 INSTRUCTION TO BIDDERS

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

IB-2 BIDDING

The copy of the Contract Documents contains the Bid Form and Submittal Package for this Project, which must be used to submit a bid hereunder. The bidder must fully complete, execute and submit this Bid Form and Submittal Package, along with any other specified components of the Contract Documents, 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 City (if prequalification is required for this project), in arrears to the City upon debt or contract, or which are defaulters (as surety or otherwise) upon any obligation to the City.

IB-6 INFORMAL AND UNBALANCED BIDS

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

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

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

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

IB-7 ONLY ONE BID ACCEPTED

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

IB-8 BID GUARANTEE

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

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

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

hundred twenty (120) days from date bids are opened unless otherwise specified in the Special Contract Conditions.

IB-9 SITE INSPECTION AND INVESTIGATIONS

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

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

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

IB-10 INCONSISTENCIES

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

Information about the decision or interpretation made in response to any inquiry will be posted on 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 the Department of Transportation and Infrastructure. After such time, no bid may be withdrawn or modified.

Such request must be signed by the persons authorized to bind the bidder as defined in IB-3, COMPLETING AND SIGNING THE 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: March 17, 2020.

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 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 any time 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.

- e. 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.
 - f. 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.
 - g. 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.

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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, and incorporated within these documents by the Department of Transportation and Infrastructure 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.

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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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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 Department 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 the Department of Transportation and Infrastructure, 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
CONTRACT NO. 202053970**

RIVER NORTH PROMENADE, 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 contractor listed below, hereinafter referred to as the "Contractor," party of the second part,

**ECI SITE CONSTRUCTION MANAGEMENT, INC.
PO Box 2135, Loveland, CO 80539**

WITNESSETH, commencing on **March 23, 2020**, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

<p>CONTRACT NO. 202053970</p> <p>RIVER NORTH PROMENADE, PHASE 1</p>

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

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

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

1. CONTRACT DOCUMENTS

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

- Advertisement of Notice of Invitation for Bids*
- Instructions to Bidders*
- Commitment to 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 **455 (Four Hundred and Fifty-Five)** consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

4. TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for **bid item numbers 014210-1 through 265100-8 (One Hundred and Thirty-One [131] total bid items)**, the total estimated cost thereof being **Four Million, Eight Hundred Sixteen Thousand, Three Hundred Seventy-Seven Dollars and Seventy-Four Cents (\$4,816,377.74)**. 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.

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Contract Control Number: DOTI-202053970-00
Contractor Name: ECI SITE CONSTRUCTION MANAGEMENT, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202053970-00
ECI SITE CONSTRUCTION MANAGEMENT, INC.

By:  _____
5320DF668D77404...

Name: Ted Johnson
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**STANDARD SPECIFICATIONS FOR CONSTRUCTION
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CITY AND COUNTY OF DENVER
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 Capital Projects Management

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

Colorado Department of Transportation:

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

Federal Highway Administration:

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

Building & Fire Codes:

Building Code of the City and County of Denver

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

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

National Fire Protection Association Standards

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

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

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

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

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

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

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

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

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

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

SC-4 DEPUTY MANAGER / CITY ENGINEER

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

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

SC-5 PROJECT DELIVERY ADMINISTRATION / CITY ENGINEER

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

SC-6 WASTEWATER MANAGEMENT DIVISION

The Wastewater Management Division is a unit of the Department of Transportation and Infrastructure and is supervised by the Deputy Manager of the Department of Transportation and Infrastructure for Wastewater Management, who is subordinate to the Manager of the Department of Transportation and

Infrastructure. This Division is responsible for the operation and maintenance of the City's wastewater facilities.

SC-7 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:

Department of Transportation and Infrastructure:

<u>Project Manager</u>	<u>Telephone</u>
Todd Johnson	720-865-3120

<u>Consultant</u>	<u>Name</u>	<u>Telephone</u>
Wenk Associates, Inc.	Tyrel Sturgeon	303-628-0003

SC-8 LIQUIDATED DAMAGES

Should the Contractor fail to complete all Work within the Contract Time allocated under the Contract Form at Paragraph 3, TERMS OF PERFORMANCE, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of **\$3,200.00** for each Day that the Contractor exceeds the time limits herein specified, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.

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

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

SC-9 SUBCONTRACTS

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

SC-10 PAYMENTS TO CONTRACTORS

The application for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura Construction Payment Management System 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>
Department of Transportation and Infrastructure	Todd Johnson	720-865-3120

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.

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DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

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

(PROJECT NO. and NAME)

Date: _____, 20____.

(NAME OF CONTRACTOR)

Subcontract #: _____.

(NAME OF SUBCONTRACTOR/SUPPLIER)

Subcontract Value: \$ _____.

Last Progress Payment: \$ _____.

Date: _____.

Total Paid to Date: \$ _____.

Date of Last Work: _____.

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

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

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

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

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

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

STATE OF COLORADO) SS.

CITY OF _____)

(Name of Subcontractor)

Signed and sworn before this _____
day of _____, 20____.

By: _____

Notary Public/Commissioner of Oaths

Title: _____

My Commission Expires: _____



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
Fax: 720-913-1803
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.

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/DBEs use the exact name listed in the DSBO Directory.

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

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

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

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

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

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

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

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

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

COMP-REF-031

Rev 032211 JG

SC-11 CONTRACT FORMS

In accordance with the terms and conditions of the Contract Documents, the City requires the use of certain form documents in complying with or satisfying various obligations, notifications and conditions in contracting with the City or performing Work hereunder. These form documents are referenced by title throughout the Contract Documents for mandatory use as directed. The following are the forms that shall be 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-12 CONSTRUCTION INSPECTION BY THE CITY

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

1701.1 Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the General Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

.2 Building Inspection will perform building code compliance inspections for structures designed for human occupancy. It is the General Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition which will be at variance to the Contract Documents, the General Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than forty-eight (48) hours after the occurrence.

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

SC-13 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., bidders will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site (“DADS”) for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the bidder shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-101(6), as amended from time to time, and includes construction debris, soil and asbestos. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

SC-14 PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS

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

SC-15 WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES

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

SC-16 ATTORNEY’S FEES

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

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

SC-17 INSURANCE

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

(1) General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, 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 with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

(9) 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-18 GREENPRINT DENVER REQUIREMENTS

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

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

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

SC-19 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-20 DEFENSE AND INDEMNIFICATION

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

- (a) To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all

liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

- (b) Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.
- (c) Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned ECI SITE CONSTRUCTION MANAGEMENT, INC., PO Box 2135, Loveland, CO 80539, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and Employers Mutual Casualty Company, a corporation organized and existing under and by virtue of the laws of the State of Iowa, 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 **Four Million, Eight Hundred Sixteen Thousand, Three Hundred Seventy-Seven Dollars and Seventy-Four Cents (\$4,816,377.74)**, 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. 202053970 - River North Promenade, 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_____.

ECI Site Construction Management, Inc.
Contractor

By: _____
President

Dulce R. Huggins
Surety Dulce R. Huggins, Attorney-in-Fact

Attest:
Mlook
Secretary

Employers Mutual Casualty Company:

(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

APPROVED FOR THE CITY AND COUNTY
DENVER

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

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

By: _____
EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

DULCE R. HUGGINS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire April 1st, 2021, unless sooner revoked.

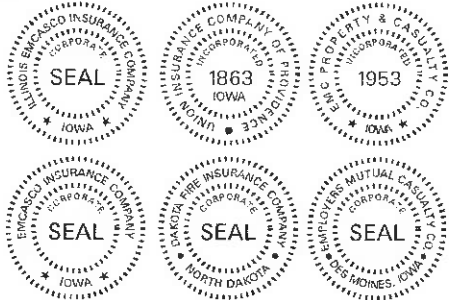
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals

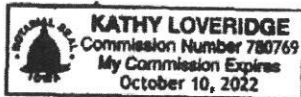


Bruce G. Kelley
Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

Todd Strother
Todd Strother
Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.



Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____.

J D Clough
Vice President



**PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION**

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

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

RE: ECI Site Construction Management, Inc.

Contract No: **202053970**
Project Name: **River North Promenade, Phase 1**
Contract Amount: \$4,816,377.74
Performance and Payment Bond No.: S013127

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Employers Mutual Casualty Company, on June 16,2020

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at 970-506-3274

Thank you.

Dulce R. Huggins,
Attorney-in-Fact

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2020

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 1-303-534-4567 IMA, Inc. - Colorado Division 1705 17th St Ste 100 Denver, CO 80202	CONTACT NAME: PHONE (A/C. No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: denaccounttechs@imacorp.com														
INSURED ECI Site Construction Management, Inc. 2526 14th Street SE Loveland, CO 80539	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: BITUMINOUS CAS CORP</td> <td style="text-align: center;">20095</td> </tr> <tr> <td>INSURER B: TRAVELERS CAS INS CO OF AMER</td> <td style="text-align: center;">19046</td> </tr> <tr> <td>INSURER C: TRAVELERS PROP CAS CO OF AMER</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: BITUMINOUS CAS CORP	20095	INSURER B: TRAVELERS CAS INS CO OF AMER	19046	INSURER C: TRAVELERS PROP CAS CO OF AMER	25674	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 59477973** **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"/> PD Ded: \$2,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLP3683027	07/01/19	07/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP3683027	07/01/19	07/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP61M9905A19NF	07/01/19	07/01/20	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3683025	07/01/19	07/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Installation Floater			QT6606J776196TIL19	07/01/19	07/01/20	Any One Project \$ 15,000,000 Temp/Transit \$ 500,000 Deductible \$ 1,000

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

Certificate Holder is included as Additional Insured on the General, Automobile and Excess Liability Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Certificate Holder on the General, Automobile, Excess and Workers Compensation Liability Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. This Insurance is Primary and Non-Contributory on the General Liability Policy subject to the policy terms and conditions.

CERTIFICATE HOLDER Project No. 202053970 River North Promenade, Ph 1 City and County of Denver 201 W Colfax Ave Dept 614 Denver, CO 80202 USA	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 THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **April 30, 2020**, for work to be done and materials to be furnished in and for:

CONTRACT 202053970 - River North Promenade, 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: **(#) bid items (# through #)** the total estimated cost thereof being: **(Contract Written Amount) (\$_____)**.

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).

NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202053970

Page 2

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

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

CITY AND COUNTY OF DENVER

By _____
Executive Director of the Department of Transportation and Infrastructure

SAMPLE

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

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**NOTICE TO PROCEED
(SAMPLE)**

Current Date

Name

Company

Street

City/State/Zip

CONTRACT NO. 202053970 - River North Promenade, 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 202053970, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of 455 calendar days, the project must be complete on or before _____.

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

Sincerely,

By: _____
Lesley B. Thomas
City Engineer

cc:

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

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**Certificate of Contract Release
(SAMPLE)**

Current Date

Name

Street Address

City, State, Zip

**RE: Certificate of Contract Release for
202053970 - River North Promenade, 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, _____ dollars and _____ cents (\$ _____), in cash, being the remainder of the full amount accruing to the undersigned by virtue of said contract; said cash also covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases said City and County of Denver from any and all claims or demands whatsoever, regardless of how denominated, growing out of said contract.

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

SAMPLE

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

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

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER

**TRANSPORTATION &
INFRASTRUCTURE**

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Prevailing Wage Rates

Contract Number: 202053970



River North Promenade, Phase 1

March 23, 2020



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification & Compensation Technician II
DATE: January 06, 2020
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, January 03, 2020** 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. CO20200009
Superseded General Decision No. CO20190009
Modification No. 0
Publication Date: 01/03/2020
(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

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.



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification & Compensation Technician II
DATE: February 03, 2020
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 31, 2020** 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. CO20200002
Superseded General Decision No. CO20190002
Modification No. 1
Publication Date: 01/31/2020
(6 pages)

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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: CO20200002 01/31/2020

Superseded General Decision Number: CO20190002

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 \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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	01/03/2020
1	01/31/2020

ASBE0028-001 07/01/2019

Rates Fringes

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

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

BRCO0007-004 01/01/2019

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

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

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

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

ELEC0012-004 06/01/2019

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$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 11/01/2019

	Rates	Fringes
Ironworkers:.....	\$ 30.85	22.26
Structural		

LABO0086-001 05/01/2009

	Rates	Fringes
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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 07/01/2019

Rates Fringes

Sheet metal worker.....\$ 34.62 17.95

* TEAM0455-002 07/01/2019

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 21.91	4.42
Tandem/Semi and Water.....	\$ 22.54	4.42

SUCO2001-006 12/20/2001

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

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

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

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
**TRANSPORTATION &
INFRASTRUCTURE**

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

**Technical Specifications, Drawings, &
Addendum (1,2 and 3)**

Contract Number: 202053970

**River North Promenade, Phase 1
March 23, 2020**

**Note: The above listed documents are
incorporated by reference and filed with the
Clerk and Recorder. File No. 20200059**