

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DEPARTMENT OF PUBLIC WORKS /

Contract Documents For

**LINDSEY-FLANIGAN COURTHOUSE
ELEVATOR**

Contract No. 201415648

March 31, 2014



Denver Public Works

Engineering Division
Capital Projects Management - Dept. 506
Right-of-Way Services - Dept 507
Traffic Engineering Services - Dept 508
Policy and Planning - Dept. 509

201 West Colfax Ave, Dept 614
Denver, CO 80202

www.work4denver.com

NOTICE OF APPARENT LOW BIDDER

ThyssenKrupp Elevator Corporation
7367 S. Revere Pkwy., Unit 2-A
Centennial, CO 80112

The MANAGER OF PUBLIC WORKS has considered the Bids submitted on **April 17, 2014**, for work to be done and materials to be furnished in and for:

201415648 Lindsey Flanigan Courthouse Elevator

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 lump sum amount, the total estimated cost thereof being: **\$538,906.00.**

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

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

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

All construction Contracts made and entered into by the City and County of Denver are subject to Affirmative Action and Equal Opportunity Rules and Regulations, as adopted by the Manager of Public Works, and each contract requiring payment by the City of one-half million dollars (\$500,000.00) or more shall first be approved by the City Council acting by ordinance and in accordance with Section B1.12.2 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 OF APPARENT LOW BIDDER

CONTRACT NO. 201415648

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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 23rd day of April 2014.

CITY AND COUNTY OF DENVER

By Jose M. Cornejo
Jose M. Cornejo, P.E.
Manager of Public Works

cc: Martin Gonzales (CAO), Gallagher (AUD), D. Schellinger (Treasury/Tax Compliance), DSBO, Rick Zimmat Project Manager, Rob Merritt (PW-Aud), File

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

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

BIDDER'S CHECKLIST

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

FORM/ PAGE NO.	COMMENTS	COMPLETE
BF-4 – BF-5	a.) Legal name, address, Acknowledgment signature and attestation (if required.)	<input checked="" type="checkbox"/>
BF-6+	a.) Fill in individual bid item dollars and totals in Numerical figures only b.) Complete all blanks c.) Legal name required	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-7	a.) Write out bid total or bid totals in words and figures in the blank form space(s) provided b.) Calculate Textura® Construction Payment Management System Fee from chart on pg. BF-3 and write % and fee in the space provided	<input checked="" type="checkbox"/>
BF-8	a.) List all subcontractors who are performing work on this project	<input checked="" type="checkbox"/>
BF-9 – BF-10	a.) Fully complete List of Proposed Minority /Woman Business Enterprise Bidders, Subcontractors, Suppliers, Manufacturers, or Brokers – check appropriate boxes.	<input type="checkbox"/> NA
BF-11	a.) Complete all blanks b.) If Addenda have been issued, complete bottom section.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-12	a.) Complete appropriate sections - signature(s) required. b.) If corporation, then corporate seal required.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-13	a.) Fully complete Commitment to Participation	<input type="checkbox"/> NA
BF-16	a.) If applicable, fully complete Joint Venture Affidavit (Submit 10 days prior to Bid Opening date)	<input type="checkbox"/> NA
BF-17 – BF-19	a.) If applicable, fully complete Joint Venture Eligibility Form (Submit 10 days prior to Bid Opening date)	<input type="checkbox"/> NA
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 checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>

Textura® Construction Payment Management System (CPM System)

Contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (CPM System) for this Project. All fees associated with the CPM System are to be paid by the Contractor for billings for work performed. Bidders are required, when preparing a bid, to enter the price of the CPM service on the line provided for the service. The fee is all inclusive of all subcontractor, project and subscription fees associated with the CPM system. The bidder will calculate the fee based on a percentage of their overall base bid, and then should 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. Textura will invoice the awarded contractor directly.

PROJECT SIZE	FEE (% OF BID)
< \$1,000,000	0.22% (.0022) Included
\$1,000,001 - \$5,000,000	0.17% (.0017)
\$5,000,001 - \$20,000,000	0.12% (.0012)
\$20,000,001 - \$50,000,000	0.10% (.0010)
\$50,000,001 - \$100,000,000	0.08% (.0008)
\$100,000,001 - \$500,000,000	0.05% (.0005)
> \$500,000,000	CONTACT TEXTURA FOR PROGRAM PRICING

For more information:

<http://www.denvergov.org/constructioncontracts/ContractAdministration/BiddingProcess/TexturaPaymentSystem/tabid/443165/Default.aspx>

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

BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

CONTRACT NO. 201415648

LINDSEY-FLANIGAN COURTHOUSE ELEVATOR

BIDDER: ThyssenKrupp Elevator Corporation
(Legal Name per Colorado Secretary of State)

ADDRESS: 7367 S. Revere Pkwy., Unit 2-A
Centennial, CO 80112

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. 201415648, LINDSEY-FLANIGAN COURTHOUSE ELEVATOR**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated March 31, 2014.

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

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

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

- Bid Form and Submittal Package Acknowledgment Form
- Bid Form
- List of Proposed Minority/Woman Owned Business Enterprise(s)
- Commitment to Minority/Woman Owned Business Enterprise Participation
- Minority/Woman Owned Business Enterprise(s) of Intent
- Joint Venture Affidavit (if applicable)
- Joint Venture Eligibility Form (if applicable)
- Bid Bond
- Certificate of Insurance

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

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

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

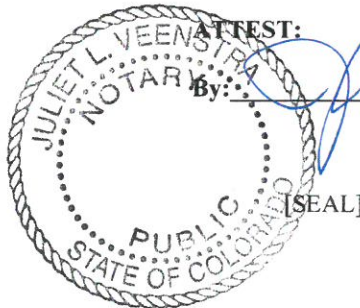
IN WITNESS WHEREOF, the undersigned bidder has signed personally or by duly authorized officer or agent and duly attested.

BIDDER:

Name: ThyssenKrupp Elevator Corporation

By: 
Rhonda Emerson


Title: Branch Manager



ATTEST:

By: _____

~~** THYSSENKRUPP ELEVATOR CORPORATION RESERVES THE RIGHT TO COME TO MUTUALLY AGREEABLE TERMS ON THE CONTRACT PRIOR TO FINAL EXECUTION. WE HAVE ATTACHED OUR PROPOSAL DATED 4/17/14 TO BE INCORPORATED INTO THE CONTRACTS.~~



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

BID FORM

**CONTRACT NO. 201415648
LINDSEY-FLANIGAN COURTHOUSE ELEVATOR**

BIDDER ThyssenKrupp Elevator Corporation
(Legal Name per Colorado Secretary of State)

TO: The Manager of Public Works
City and County of Denver
c/o Contract Administration
201 West Colfax, Dept. 614
Denver, Colorado 80202

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on **March 31, 2014**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **CONTRACT NO. 201415648, LINDSEY-FLANIGAN COURTHOUSE ELEVATOR**, 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*

Lump Sum Amount of:

Five Hundred Thirty Seven Thousand Seven Hundred Twenty Three & NO/100-----
Dollars (\$ 537,723.00)

In accordance with the Bidder's Checklist on Page BF-3:

Textura® Construction Payment Management System Fee Amount applicable to lump sum amount above:

. 22 % of Base Bid Amount
One Thousand One Hundred Eighty Three & NO/100-----
Dollars (\$ 1,183.00)

Total Bid Amount equals the Lump Sum Amount and the Textura® Construction Payment Management System Fee:

Five Hundred Thirty Eight Thousand Nine Hundred Six & NO/100-----
Dollars (\$ 538,906.00)

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 Federal Insurance Corporation, a corporation of the State of Indiana, is hereby offered as Surety on said bond. If such surety is not approved by the Manager, another and satisfactory surety company shall be furnished.

Enclosed with this bid is a bid guarantee, as defined in the attached Instructions to Bidders, in the amount of 5% of the bid amount. 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.

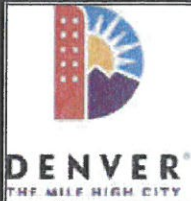
The following persons, firms or corporations are interested with the Undersigned Bidder in this bid:

Name: NONE Name: NONE

Address: _____ Address: _____

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

NONE



**List of Proposed
MWBE or DBE
Bidders, Subcontractors,
Suppliers (Manufacturers) or Brokers**

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 West Colfax Avenue, Dept. 907
Denver, CO 80202
Phone: 720-913-1999
Fax: 720-913-1803
DSBO@denvergov.org

City and County of Denver Contract No.: 201415648 (NOT REQUIRED)

The undersigned Bidder proposes to utilize the following MWBE or DBE for the project. All listed firms are **CURRENTLY** certified by the City and County of Denver. Only the level of MWBE or DBE participation listed at the bid opening will count toward satisfaction of the project goal. Only bona fide commissions may be counted for Brokers. MWBE or DBE prime bidders must detail their bid information below. Please copy and attach this page to list additional MWBE or DBE.

Address: NA		Contact Person:	
Type of Service:		Dollar Amount: \$:	Percent of Project

MWBE or DBE Prime Bidder

Business Name: NA			
Address:		Contact Person:	
Type of Service:		Dollar Amount: \$:	Percent of Project

Subcontractors, Suppliers Manufacturers or Brokers (check one box)

<input type="checkbox"/>	<input checked="" type="checkbox"/> Subcontractor (√)	<input type="checkbox"/>	<input checked="" type="checkbox"/> Supplier (√)	<input type="checkbox"/>	<input checked="" type="checkbox"/> Manufacturer (√)	<input type="checkbox"/>	<input checked="" type="checkbox"/> Broker (√)
--------------------------	---	--------------------------	--	--------------------------	--	--------------------------	--

Business Name: NA			
Address:		Type of Service:	
Contact Person:		Dollar Amount: \$:	Percent of Project

<input type="checkbox"/>	<input checked="" type="checkbox"/> Subcontractor (√)	<input type="checkbox"/>	<input checked="" type="checkbox"/> Supplier (√)	<input type="checkbox"/>	<input checked="" type="checkbox"/> Manufacturer (√)	<input type="checkbox"/>	<input checked="" type="checkbox"/> Broker (√)
--------------------------	---	--------------------------	--	--------------------------	--	--------------------------	--

Business Name: NA			
Address:		Type of Service:	
Contact Person:		Dollar Amount: \$:	Percent of Project

<input type="checkbox"/>	<input checked="" type="checkbox"/> Subcontractor (√)	<input type="checkbox"/>	<input checked="" type="checkbox"/> Supplier (√)	<input type="checkbox"/>	<input checked="" type="checkbox"/> Manufacturer (√)	<input type="checkbox"/>	<input checked="" type="checkbox"/> Broker (√)
--------------------------	---	--------------------------	--	--------------------------	--	--------------------------	--

Business Name: NA			
Address:		Type of Service:	
Contact Person:		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"/>
Business Name: NA				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input checked="" type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>
Business Name: NA				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input checked="" type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>
Business Name: NA				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input checked="" type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>
Business Name: NA				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input checked="" type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>
Business Name: NA				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input checked="" type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>
Business Name: NA				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input checked="" type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>
Business Name: NA				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input checked="" type="checkbox"/>	Subcontractor (√)	<input type="checkbox"/>	Supplier (√)	<input type="checkbox"/>

Bid Form & Submittal Package, Participation Page 1/07-dm

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: ThyssenKrupp Elevator Corporation, 7367 S. Revere Pkwy., Unit 2-A

City, State, Zip Code: Centennial, CO 80112

Telephone Number of Bidder: 720-274-3461 Fax No. 866-223-1667

Social Security or Federal Employer ID Number of Bidder: 62-1211267

Name and location of the last work of this kind herein contemplated upon which the Bidder was engaged:
Original installers of all of the elevators in the Lindsey-Flanigan Courthouse.

For information relative thereto, please refer to:

Name: Bryan Jongewaard

Title: New Equipment Sales

Address: 7367 S. Revere Pkwy., Unit 2-A, Centennial, CO 80112

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

Addenda Number NA Date _____

Addenda Number NA Date _____

Addenda Number NA Date _____

Dated this 17th day of April, 2014.

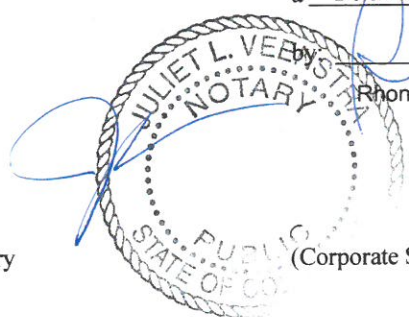
Signature of Bidder:

If an Individual: NA doing business
as _____.

If a Partnership: NA
by: _____ General Partner.

If a Corporation: ThyssenKrupp Elevator Corporation
a Delaware Corporation,
Rhonda Emerson, its Branch Manager

Attest: _____
Secretary (Corporate Seal)



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

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

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

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

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

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

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



DENVER
THE MILE HIGH CITY

NOT REQUIRED FOR BID

COMMITMENT TO MWBE OR SBE PARTICIPATION

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 West Colfax Avenue, Dept. 907
Denver, CO 80202
Phone: 720-913-1999
Fax : 720-913-1803
DSBO@denvergov.org

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

The Bidder/Proposer is committed to a minimum of 0 % **MWBE or SBE** 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: With the proposal when due

The Bidder/Proposer is unable to meet the project goal of 0 % **MWBE or SBE**, but is committed to a minimum of % **MWBE or SBE** utilization on the project. The Bidder/Proposer understands that they must submit a detailed statement of their good faith effort in accordance with DRMC Section 28-62 and 28-67 of Ordinance 760 and must submit Letters of Intent for each **MWBE or SBE** listed in the Bid Forms, within three (3) business days after the bid opening or at time proposal is submitted.

The Bidder/Proposer is a certified **MWBE or SBE** in good standing with the City and is committed to self-perform a minimum of 0 % of the work on the contract.

Bidder/Proposer (Name of Firm): NA

Firm's Representative (Please print): NA

Signature (Firm's Representative): NA

Title: NA

Address: NA

City: NA

State:

Zip:

Phone: NA

Fax:

Email:

A copy of the MWBE or SBE Certification must be attached.



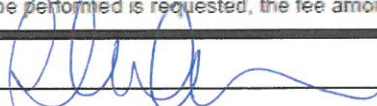
DENVER
THE MILE HIGH CITY

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 West Colfax Ave., Dept. 907
Denver, CO 80202
Phone: 720-913-1999 Fax: 720-913-1803

LETTER OF INTENT (LOI)

INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Submit the attached completed checklist with this letter
 - Email to dsbo@denvergov.org , OR
 - Fax: 720-913-1803, OR
 - Hand-Delivery: Office Economic Dev. Receptionist, 2nd Fl.
- FOR RFPs: LOIs should be submitted with Proposal.

Contract No.:		Project Name: LINDSEY-FLANIGAN COURTHOUSE ELEVATOR						
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 or DBE								
Name of Bidder/Consultant ThyssenKrupp Elevator Corporation				Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Phone: 720-274-3461		
Contact Person: Bryan Jongewaard			Email: bryan.jongewaard@thyssenkrupp.com			Fax: 866-223-1667		
Address: 7367 S. Revere Pkwy., Unit 2-A			City: Centennial		State: CO	Zip: 80112		
B. The Following Section is To Be Completed by the M/WBE, SBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE or DBE and Bidder/Consultant								
Name of Certified Firm: NA				Phone:				
Contact Person:			Email:		Fax:			
Address:			City:		State:	Zip:		
Please check the designation which applies to the certified firm.				NA	M/WBE (✓)	NA	SBE (✓)	
				NA	DBE (✓)	NA	Self-Performing (✓)	
Indirect Utilization: If this M/WBE, SBE 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: NA								
A Copy of the M/WBE, SBE 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/DBE's scope of work or supply corresponds to.								
NA								
NA	Subcontractor/Subconsultant (✓)			NA	Supplier (✓)		NA Broker (✓)	
Bidder intends to utilize the aforementioned M/WBE, SBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE or DBE bid amount is:								
\$ NA				NA %				
Consultant intends to utilize the aforementioned M/WBE, SBE or DBE for the Work/Supply described above. The percentage of the work of the total subconsultant M/WBE, SBE or DBE will perform is:								
				NA %				
If the fee amount of the work to be performed is requested, the fee amount, is:								
				\$				
Bidder/Consultant's Signature: 						Date: 4/17/14		
Title: Branch Manger								
M/WBE, SBE or DBE or Self-Performing Firm's Signature: NA						Date:		
Title:								
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.								

COMP-FRM-012 Revised 09/30-13

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

	SUBMITTED VIA... (Bidder/Consultant is strongly urged to deliver the LOI via one of the methods below. Preferred method is to scan/email completed forms to email below. Delivery to any other point cannot be guaranteed timely delivery.)
Select One ✓	
<input type="checkbox"/>	Email to DSBO@denvergov.org
<input type="checkbox"/>	Fax to 720-913-1803
<input checked="" type="checkbox"/>	Hand Delivery to WEBB Bldg - Office of Economic Development, 2nd Floor, Receptionist Area

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance: 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.

COMP-FRM-012 Revised 09/30-13



DENVER
THE MILE HIGH CITY

NOT APPLICABLE
JOINT VENTURE AFFIDAVIT

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 West Colfax Avenue, Dept. 907
Denver, CO 80202
Phone: 720-913-1999
Fax: 720-913-1803
DSBO@denvergov.org

The Undersigned swear 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: NA			
Print Name: NA	Title	NA	
Signature: NA			Date:

Notary Public

County of	State of	My Commission Expires:
Subscribed and sworn before me this _____ day of _____, 20____		Notary Seal
Notary Signature: _____		
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: _____		
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: _____		
Address: _____		

Rev 122910 JG



JOINT VENTURE ELIGIBILITY FORM

Office of Economic Development
 Division of Small Business Opportunity
 Compliance Unit
 201 West Colfax Avenue, Dept. 907
 Denver, CO 80202
 Phone: 720-913-1999
 Fax: 720-913-1803
 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, 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: NA		Contact Person:	
Address: NA			
City: NA	State:	Zip:	Phone:
Joint Venture Participants			
Name: NA		Contact Person:	
Address:			
City:	State:	Zip:	Phone:
% Ownership:	Certifying Entity:	Type Certification & Date: (S/M/W or DBE)	
Type of Work for which Certification was granted:			
Name: NA		Contact Person:	
Address:			
City:	State:	Zip:	Phone:
% Ownership:	Certifying Entity:	Type Certification & Date: (S/M/W or DBE)	
Type of Work for which Certification was granted:			
General Information			
SBE/MBE/WBE/DBE Initial Capital Contributions: \$ NA %			
Future capital contributions (explain requirements) (attach additional sheets if necessary):			
Source of Funds for the SBE/MBE/WBE/DBE Capital Contributions:			
Describe the portion of the work or elements of the business controlled by the SBE/MBE/WBE or DBE: (attach additional sheets if necessary)			
NA			
Describe the portion of the work or elements of the business controlled by non-SBE/MBE/WBE or DBE: (attach additional sheets if necessary)			
NA			

Revised 032211 JG

JOINT VENTURE ELIGIBILITY FORM

General information

Describe the SBE/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)

NA

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

NA

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

NA

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

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

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

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/MBE/WBE or DBE joint venture participant: NA

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

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

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?

NA

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 SMWBE, non-SMWBE or joint venture:

	Non- SBE/MBE/WBE/DBE	SBE/MBE/WBE/DBE	Joint Venture
Management	NA	NA	NA
Administrative	NA	NA	NA
Support	NA	NA	NA
Hourly Employees	NA	NA	NA

Revised 032211 JG

JOINT VENTURE ELIGIBILITY FORM

General Information

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

NA

Who will they be employed by?

Are any of the proposed joint venture employees currently employees of any of the joint venture partners?

Yes
(✓)

No
(✓)

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

Number of employees		Position	Employed By
		NA	NA

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.

NA

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

COMP-FRM-015

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

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

**NOTICE FOR INVITATION FOR BIDS
FOR CONTRACT NO. 201415648**

LINDSEY-FLANIGAN COURTHOUSE ELEVATOR

**BID SCHEDULE:
11:00 AM, Local Time
APRIL 17, 2014**

Sealed bids will be received at the Development Permits Counter Station #22, located on the 2nd floor at 201 West Colfax Avenue, Denver, CO 80202, beginning at 10:30 a.m., no later than 11:00 a.m., on bid day.

Bids submitted prior to 10:30 a.m. on the specified bid opening date/time shall be presented at the Office of Contract Administration, Attention: Public Works Contract Administration, 201 West Colfax Avenue, Department 614, Denver, Colorado 80202. All properly delivered bids will then be publicly opened and read aloud in Room 4.1.3, on the 4th floor at 201 West Colfax Avenue, Denver, Colorado 80202.

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

GENERAL STATEMENT OF WORK:

Installation of an elevator in the Lindsey-Flanigan Courthouse. Elevator must exactly match the finishes of the existing 3 elevators, and controls must be able to interface with the existing TAC 50-04 controllers.

ESTIMATED CONSTRUCTION COST:

The estimated cost of construction for this project is between \$441,000.00 and \$539,000.00.

TEXTURA CONSTRUCTION PAYMENT MANAGEMENT:

Bidders are required, when preparing a bid, to agree that it shall use the Textura® Construction Payment Management System (CPM System) for this Project and recognizes that all fees associated with the CPM System are to be paid by the awarded Contractor for billings for work performed. 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 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 \$10.00 per download, reference eBid Document Number #3207241. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance.

PRE-BID CONFERENCE:

A pre-bid conference will be held for this Project at 10:30 AM, local time, on APRIL 08, 2014. This meeting will take place at: 201 West Colfax Avenue, Denver, CO 80202 in conference room 6.H.21.

DEADLINE TO SUBMIT QUESTIONS:April 10, 2014 – by 3:00PM local time.

PREQUALIFICATION REQUIREMENTS: NONE

MINORITY AND WOMAN 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 29-36 and 28-52 to 28-90 D.R.M.C) and all Minority and Woman 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:

0% Minority and Woman 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.

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

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

Publication Dates: March 31, and April 1, 2, 2014
Published In: The Daily Journal

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

INSTRUCTIONS TO BIDDERS

IB-1 INSTRUCTION TO BIDDERS

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

IB-2 BIDDING

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

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

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

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

IB-3 CONTRACT DOCUMENTS AS PUBLISHED BY CITY

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

IB-4 COMPLETING AND SIGNING THE BID FORMS

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

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

Each bidder must sign the Bid Form and give the bidder's current business address. If an individual, the signature must be of the individual offering the bid; if a partnership, the signature must be that of a general partner; and if a corporation, both the president and the secretary must sign and the seal of the corporation must be affixed. Signatures of other persons may be acceptable if the bid contains sufficient evidence, satisfactory to the City in its sole discretion, to indicate that the other persons are authorized to bind the bidder.

IB-5 UNACCEPTABLE BIDS

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

IB-6 INFORMAL AND UNBALANCED BIDS

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

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

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

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

IB-7 ONLY ONE BID ACCEPTED

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

IB-8 BID GUARANTEE

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

The bid guarantee shall be in the amount of five percent (5%) of the total bid unless otherwise specified in the Notice of Invitation for Bids and on the form appearing in the Contract Documents in the Bid Form and Submittal Package. Failure to submit a proper bid guarantee, satisfying all of the requirements specified herein and on the form provided herein shall render the bid nonresponsive and may constitute cause for rejection.

Following award and execution of the Contract by the Apparent Low Bidder, or earlier in the sole discretion of the City, bid guarantees of all but the Apparent Low Bidder will be returned. When the Apparent Low Bidder executes the Contract and delivers to the City satisfactory performance and payment bonds, required insurance documentation, and has satisfied all conditions precedent to contract execution by the City, and after approval, if any, by the Council of the City of the proposed Contract with the Apparent Low Bidder, the bid guarantee of the Apparent Low Bidder shall be returned. Such return shall be made within one hundred twenty (120) days from date bids are opened unless otherwise specified in the Special Contract Conditions.

IB-9 SITE INSPECTION AND INVESTIGATIONS

Prior to submitting a bid, the bidder is invited to inspect the work site and its surroundings. Although the bidder is not required to make such an inspection before bidding, for purposes of the Contract it shall be conclusively presumed that by failing to make such an inspection, the bidder has waived the right to later

claim additional compensation or time extensions for conditions which would have been evident had the site been inspected.

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

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

IB-10 INCONSISTENCIES

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

Information about the decision or interpretation made in response to any inquiry will be posted on the Contractor's Bulletin Board (refer to IB-12 CONTRACTOR'S BULLETIN BOARD, for the location of the Contractor's Bulletin Board). If the matter raised requires, in the sole discretion of the Manager, that an addendum to the bid documents be issued, such addendum will be published and each bidder shall be required to acknowledge the addendum by signing and identifying it in the Bid Form when submitting the bid.

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

IB-11 WITHDRAWAL OF BID

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

Such request must be signed by the persons authorized to bind the bidder as defined in IB-3, COMPLETING AND SIGNING BID FORMS.

IB-12 CONTRACTOR'S BULLETIN BOARD

It shall be conclusively presumed that the bidder has, before submitting any bid, read and shall take full responsibility for all addenda, posted decisions, and other information relevant to the bid posted by the City on the Contractor's Bulletin Board. The Contractor's Bulletin Board is located at 201 W. Colfax, 2nd Floor, Denver, CO 80202, in the Wellington E. Webb Municipal Office Building.

IB-13 PRE-BID MEETING

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

IB-14 ADDENDA

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

IB-15 BID OPENING

Bidders are invited to be present at the bid opening. Unless otherwise suspended, delayed or canceled by posted notice from the Manager, bid opening will occur at the time and place designated in the Notice of Invitation for Bid.

IB-16 EVALUATION OF BIDS AND BASIS OF BID SELECTION

Bids will be evaluated after being read in open meeting at the place designated for such bid opening. All low bidders' bids will be reviewed for responsiveness to the requirements of the Contract Documents and whether or not the bids contain irregularities which could give any bidder an unfair advantage.

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

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

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

IB-17 NOTICE TO APPARENT LOW BIDDER

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

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

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

IB-18 EXECUTION OF CONTRACT

The process of executing a contract requires action by both the apparent low bidder and the City. After it notifies the Apparent Low Bidder, the City will prepare the Contract Documents by incorporating all of the documents submitted by the Apparent Low Bidder into one or more executable copies. Upon notification that contracts documents are ready for execution the Apparent Low Bidder shall execute the contract documents. At this time, the successful bidder shall also provide certain supplemental documents for

incorporation into the Contract Documents. These supplemental documents shall include: the properly executed Certificate of Insurance Forms evidencing the apparent low bidder's satisfactory compliance with the insurance requirements set forth in the Contract Documents; a properly executed Payment and Performance Bond Form and appropriate Power of Attorney evidencing the Apparent Low Bidder's satisfactory compliance with the bonding requirements set forth in the Contract Documents; and documentation of compliance with any other conditions precedent to execution of the Contract by the City set forth in the Contract Documents. The insurance and bond forms contained in the Contract Special Conditions Section of the Contract Documents must be used in satisfying these supplemental document requirements.

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

IB-19 BONDING REQUIREMENTS

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

IB-20 INSURANCE REQUIREMENTS

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

IB-21 PERMITS AND LICENSES

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

IB-22 WAGE RATE REQUIREMENTS

In preparing any bid hereunder, the Contractor must comply with and should carefully consider 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.

At the time of the preparation of the Contract Documents, the then-current prevailing wage rates applicable to this Project shall be bound within the Contract Documents made available to potential bidders for the Project. If, more than ten (10) days prior to the actual date of bid opening, the Career Service Board determines that prevailing wages rates different from those bound in the Contract Documents are applicable to one or more of the various classes of laborers, mechanics and workers encompassed by this Project, such

different prevailing wage rates shall be provided in an addendum. If different prevailing wage rates are determined by the Career Service Board ten (10) or less days prior to the actual date of bid opening, the City will determine on a case by case basis in its sole discretion whether such different prevailing wage rates are to be included in an addendum. In conjunction with such determination, the City may elect, in its sole discretion, to postpone the date of bid opening on the Project. In any event, the bidder will be held, at the actual date of bid opening, to those prevailing wage rates incorporated into the Contract Documents and as modified by any such addenda.

These prevailing wage rates shall be considered the **minimum** City prevailing wage rates to be paid by all contractors or subcontractors for a period not to exceed one (1) year from the date of the Contract. Increases in prevailing wages subsequent to the date of the Contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future increases in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary date of the Contract. The **minimum** City prevailing wage rate for any such subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of the contract which begins such subsequent period. In no event shall any increases in prevailing wages over the amounts thereof as stated in such Technical Specifications and addenda thereto result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the City. Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one year (1) shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceeds one (1) year shall not be effective except on the yearly anniversary date of the contract.

IB-23 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. Construction and building materials sold to contractors and subcontractors for use on structures, roads, streets, highways, and other public works owned by the City and County of Denver are exempt from state, RTD, and Cultural Facilities District sales and use taxes. However, such materials will be subject to sales and use taxes imposed by the City and County of Denver.

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 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 over \$500 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-24 RESERVED

IB-25 MINORITY AND WOMAN 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 – 29-36 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 and Woman Business Enterprises (M/WBEs). As such, each bidder must comply with the terms and conditions of the M/WBE Ordinance in making its bid and, if awarded the Contract, in performing all Work thereunder. A bidder’s failure to comply with the M/WBE Ordinance, any Rules or Regulations promulgated pursuant

thereto, or any additional requirement contained herein shall render the bid non-responsive and shall constitute cause for rejection. Failure by the contractor awarded the contract to comply with M/WBE Ordinance requirements during the performance of the contract is a material breach of the contract, which may result in the in the imposition of sanctions on the Contractor, as deemed appropriate by DSBO. Copies of the M/WBE Ordinance and its accompanying Rules and Regulations are available for the use and review of bidders from DSBO. In order to comply with the bid requirements of the M/WBE Ordinance, a bidder shall either meet the established project goal or, in the alternative, demonstrate that the bidder has made sufficient good faith efforts to meet the goal in accordance with the M/WBE Ordinance.

Meeting Established Goal

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

1. Under the M/WBE Ordinance, the Director of DSBO (“Director”) is directed to establish project goals for expenditures on construction, reconstruction, and remodeling work performed for the City and County of Denver. The specific goal for this project is stated in the Notice of Invitation for Bids bound herein.
2. In preparing its bid, each bidder shall list on the Bid Form pages entitled "List of Proposed MWBE or DBE 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. 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.
4. 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 [DSBO Compliance](#). Bidders are encouraged to use the Directory to assist in locating M/WBEs for the work and supplies required on the Project. Bidders are reminded that changes may be made to the Directory at anytime in accordance with the City's M/WBE Ordinance and procedures established to administer this program and a current copy of the Directory must always be used in preparing a bid. M/WBE certification or listing in the Directory is not a representation or warranty by the City as to the qualifications of any listed M/WBE.
5. 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.
6. 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- 26 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-27 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 DenverGov.com for information, both general and project specific. The Contract Administrator assigned to this project is Jo Ann Phillips, who can be reached via email at joann.phillips@denvergov.org.

IB-28 PAYMENT PROCEDURE REQUIREMENTS

Contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (CPM System) for this Project. All fees associated with the CPM System are to be paid by the Contractor for billings for work performed. Bidders are required, when preparing a bid, to enter the price of the CPM service on the line provided for the service. The fee is all inclusive of all subcontractor, project and subscription fees associated with the CPM system. The bidder will calculate the fee based on a percentage of their overall base bid, and then should 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. Textura will invoice the awarded contractor directly.

PROJECT SIZE	FEE (% OF BID)
< \$1,000,000	0.22% (.0022)
\$1,000,001 - \$5,000,000	0.17% (.0017)
\$5,000,001 - \$20,000,000	0.12% (.0012)
\$20,000,001 - \$50,000,000	0.10% (.0010)
\$50,000,001 - \$100,000,000	0.08% (.0008)
\$100,000,001 - \$500,000,000	0.05% (.0005)
> \$500,000,000	CONTACT TEXTURA FOR PROGRAM PRICING

For more information:

<http://www.denvergov.org/constructioncontracts/ContractAdministration/BiddingProcess/TexturaPaymentSystem/ta/bid/443165/Default.aspx>

**RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

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

RULE I - DEFINITIONS

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

RULE II - NOTICE OF HEARING

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

RULE III - HEARING

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

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

REGULATION NO. 2 - EXEMPTIONS:

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

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

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

REGULATION NO. 4 - GOALS AND TIMETABLES:

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

REGULATION NO. 5 - AWARD OF CONTRACTS:

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

REGULATION NO. 6 - PUBLICATION AND DUPLICATION:

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

REGULATION NO. 7 - NOTICE TO PROCEED:

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

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:

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

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

REGULATION NO. 9 - AGENCY REFERRALS:

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

REGULATION NO. 10 - CLAUSES:

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

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

All amendments to the appendices shall be included by reference.

REGULATION NO. 11 - SHOW CAUSE NOTICES:

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

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

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

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

APPENDIX A

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

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

The applicant further agrees to be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in City contracts. The Contractor agrees to assist and cooperate actively with the Manager and the Director in obtaining compliance of subcontractors and suppliers with the equal opportunity clause and the rules, regulations and relevant orders of the Manager, and will furnish the Manager and the Director such information as they may require for the supervision of compliance, and will otherwise assist the Manager and Director in the discharge of the City's primary responsibility for securing compliance. The Contractor further agrees to refrain from entering into any contract or contract

modification subject to Article III, Division 2 of Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who has not demonstrated eligibility for, City contracts.

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

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

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

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

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

/s/ _____

Manager of Public Works
City and County of Denver

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

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

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

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

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

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

3. NON - DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

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

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

C. OBLIGATIONS APPLICABLE TO CONTRACTORS:

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

D. GENERAL REQUIREMENTS:

Contractors are responsible for informing their subcontractors in writing regardless of tier, as to their respective obligations. Whenever a Contractor subcontracts a portion of work in any trade covered by

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

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

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

CONTRACT NO. 201415648

LINDSEY-FLANIGAN COURTHOUSE ELEVATOR

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 ,

**ThyssenKrupp Elevator Corporation
7367 S. Revere Pkwy., Unit 2-A
Centennial, CO 80112**

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

WITNESSETH, Commencing on **March 31, 2014**, 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. 201415648</p> <p>LINDSEY-FLANIGAN COURTHOUSE ELEVATOR</p>

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

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

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

1. CONTRACT DOCUMENTS

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

- Advertisement of Notice of Invitation for Bids*
- Instructions to Bidders*
- Commitment to M/WBE Participation*
- Article III, Divisions 1, 2, and 3 of Chapter 28, D.R.M.C.*
- Bid Bond*
- Addenda (as applicable)*

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

2. SCOPE OF WORK

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

3. TERMS OF PERFORMANCE

The Contractor agrees to undertake the performance of the Work under this Contract within ten (10) days after being notified to commence work by issuance of a Notice to Proceed in substantially the form contained herein from the Manager and agrees to fully complete said Work within **270** (Two Hundred Seventy Days) consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

4. TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for a **Lump Sum** total estimated cost thereof being: **Five Hundred Thirty Eight Thousand Nine Hundred Six Dollars and No Cents (\$538,906.00)**. Adjustments to said Contract Amount and payment of amounts due hereunder shall be made in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

5. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of the Work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

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 and Woman 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.

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 and Woman 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.

IN WITNESS WHEREOF, the parties have executed this agreement and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: 201415648

Vendor Name: ThyssenKrupp Elevator Corporation

By: Abby L. Smith

Name: Abby L. Smith
(please print) **Contract Analyst**

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

<<insert generated bar code here>>



Contract Control Number:

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:

By _____

By _____

By _____



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

General Contract Conditions

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CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

SPECIAL CONTRACT CONDITIONS

SC-1 CONSTRUCTION SPECIFICATIONS

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

City and County of Denver:

Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS,
2011 Edition.

Transportation Standards and Details for the Engineering Division

City and County of Denver Traffic Standard Drawings

Wastewater Management Division
– *Standard Detail Drawings*

– *Storm Drainage and Sanitary Sewer Construction Detail and Technical Specifications*

Colorado Department of Transportation:

Standard Specifications for Road and Bridge Construction
(Sections 200 through 700 of the 2011 Edition)

Federal Highway Administration:

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

Building & Fire Codes:

Building Code of the City and County of Denver
(International Building Code 2009 Series, City and County of Denver Amendments 2011)

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: http://www.denvergov.org/dpw_contract_admin/ContractAdministration/ContractorReferenceDocuments/tabid/440535/Default.aspx. *Transportation Standards and Details for the Engineering Division* and the Wastewater Management Division – *Standard Detail Drawings*, are available at <http://www.denvergov.org>.

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

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

SC-2 DEPUTY MANAGER / CITY ENGINEER

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

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

SC-3 ENGINEERING DIVISION / CITY ENGINEER

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

SC-4 WASTEWATER MANAGEMENT DIVISION

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

SC-5 CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

Denver Department of Public Works / Engineering Division,

Project Manager

City Project Manager

Patrick Riley

Telephone

(720) 865-3035

SC-6 LIQUIDATED DAMAGES

Should the Contractor fail to complete all Work within the Contract Time allocated under the Contract Form at Paragraph 3, TERMS OF PERFORMANCE, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of \$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-7 SUBCONTRACTS

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

SC-8 RESERVED

SC-9 PAYMENTS TO CONTRACTORS

The application for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura Construction Payment Management System for this Project. Contractor further agrees that, to the fullest extent possible within the CPM System, 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 the CPM System, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees that it will activate any available settings within the CPM System that are necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

In accordance with General Contract Condition 902, PAYMENT PROCEDURE, the party(ies) responsible for review of all Pay Applications shall be:

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Public Works/Engineering Division	Patrick Riley	(720) 865-3035

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.

In accordance with General Contract condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, Applications for Payment must be accompanied by completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, **AND/OR** the Contractors' Certification of Payment Form. The forms, Final/Partial Release and Certificate of Payment (Subcontractor/Supplier) and the Contractor's Certification of Payment, both of which must be used are as follows.

**DEPARTMENT OF PUBLIC WORKS
Engineering Division**

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

<hr/> <p style="text-align: center;">(PROJECT NO. and NAME)</p> <hr/> <p style="text-align: center;">(NAME OF CONTRACTOR)</p> <hr/> <p style="text-align: center;">(NAME OF SUBCONTRACTOR/SUPPLIER)</p>	<p>Date: _____, 20__.</p> <p>Subcontract #: _____.</p> <p>Subcontract Value: \$ _____.</p> <p>Last Progress Payment: \$ _____.</p> <p>Date: _____.</p> <p>Total Paid to Date: \$ _____.</p> <p>Date of Last Work: _____.</p>
---	--

Check Applicable Box:
 MBE WBE

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 me this day of _____, 20__.	By: _____
_____ Notary Public/Commissioner of Oaths My Commission Expires _____	Title: _____



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-10 CONTRACT FORMS

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

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

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

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

SC-11 CONSTRUCTION INSPECTION BY THE CITY

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

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

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

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

SC-12 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

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

SC-13 PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS

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

SC-14 WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES.

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

SC-15 ATTORNEY'S FEES

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

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

SC-16 INSURANCE

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

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

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

(3) **Additional Insureds:** For Commercial General Liability and Auto 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) **Excess/Umbrella Liability:** Contractor shall maintain excess liability limits of \$1,000,000. Coverage must be written on a "follow form" or broader basis. Any combination of primary and excess coverage may be used to achieve required limits.

(10) **Additional Provisions:**

- (a) For Commercial General Liability, the policies must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs in excess of policy limits;
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
 - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

SC-17 GREENPRINT DENVER REQUIREMENTS

In accordance with the City and County of Denver Executive Order 123: Greenprint Denver Office and Sustainability Policy, as amended, Contractor shall adhere to sections of Executive Order 123 pertinent to the construction of the built environment. This includes but is not limited to: all construction and renovation of buildings shall follow instructions and memorandum for high performance buildings; horizontal projects shall include the use of fly ash concrete and recycled aggregate where possible; and, all projects shall recycle construction and demolition waste, and install materials that contain recycled content whenever possible using the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) as guidance. Non-hazardous solid waste that is eligible for reuse or recycling is not subject to the DADS disposal requirement defined in SC-12.

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

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

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned ThyssenKrupp Elevator Corporation a corporation organized and existing under and by virtue of the laws of the State of COLORADO, hereafter referred to as the "Contractor", and Federal Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of INDIANA 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 Five Hundred Thirty Eight Thousand Nine Hundred Six Dollars and No Cents (\$538,906.00), a 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. 201415648 LINDSEY-FLANIGAN COURTHOUSE ELEVATOR**, 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;

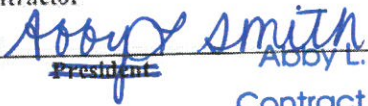
PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the 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;

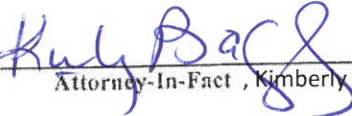
PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications 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
14th day of May, 2014

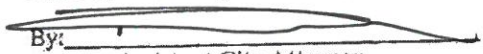
Attest:

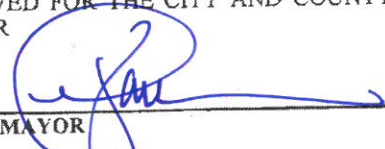

Secretary
MAYRA BLANCO
Assistant Secretary

ThyssenKrupp Elevator Corporation
Contractor
By: 
~~President~~ Abby L. Smith
Contract Analyst

Federal Insurance Company
Surety
By: 
Attorney-In-Fact, Kimberly Bragg

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

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

APPROVED FOR THE CITY AND COUNTY OF DENVER
By: 
MAYOR
By: 
MANAGER OF PUBLIC WORKS
u



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint

Kimberly Bragg

as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, the following Surety Bond:

Surety Bond Number : 82337015
Obligee : City and County of Denver

And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **1st** day of **March 2013**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Richard A. Ciullo

Richard A. Ciullo, Vice President

STATE OF NEW JERSEY ss.
County of Somerset

On this **1st** day of **March 2013** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Richard A. Ciullo, and knows him to be Vice President of said Companies; and that the signature of Richard A. Ciullo, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Ciullo, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



WENDIE WALSH
Notary Public, State of New Jersey
No. 0054504
Expires April 18, 2018

Wendie Walsh

Notary

Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 14th day of May, 2014 .



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

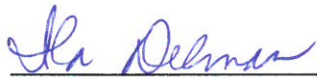
ACKNOWLEDGEMENT OF SURETY

STATE OF ILLINOIS
COUNTY OF COOK

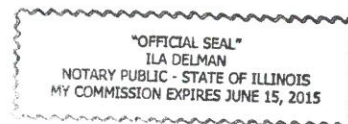
On this 14th day of May, 2014, before me personally came Kimberly Bragg to me known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of Federal Insurance Company

The Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed by authority granted to him/her in accordance with By-Laws of the said Corporation, and that he/she signed his/her name thereto by like authority.



Notary Public, Ila Delman





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2013

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 BLOW. 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 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 WILLIS OF ILLINOIS INC 233 S WACKER DRIVE SUITE 2000 CHICAGO IL 60606	CONTACT NAME: Helen Chen	
	PHONE: 312-288-7489 FAX: 312-621-6865 E-MAIL: tke.certificates@willis.com	
INSURED THYSSENKRUPP ELEVATOR CORPORATION 7367 S REVERE PKWY UNIT 2-A CENTENNIAL CO 80112	PRODUCER CUSTOMER #:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: HDI-Gerling America Insurance Company	41343
	INSURER B: ACE American Insurance Company	22667
	INSURER C: Indemnity Insurance Company of NA	43575
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** BHOR-9BJTBT-130914084109 **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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	General Liability			GLD12574-00 GLD12571-00	10/01/2013	10/01/2014	Each Occurrence	\$2,000,000
	<input checked="" type="checkbox"/> Commercial General Liability						Damage to Rented Premises (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur						Med Exp (Any one person)	\$5,000
	Gen'l Aggregate Limit Applies Per:						Personal & Adv. Injury	\$2,000,000
	<input checked="" type="checkbox"/> Pol <input type="checkbox"/> Proj <input type="checkbox"/> Loc						General Aggregate	\$2,000,000
							Products-Comp/Ops Agg	\$2,000,000
B	Automobile Liability			ISAH08722705	10/01/2013	10/01/2014	Combined Single Limit (Ea accident)	\$2,000,000
	<input checked="" type="checkbox"/> Any Auto						Bodily Injury (Per person)	
	<input type="checkbox"/> All Owned Autos						Bodily Injury (Per accident)	
	<input type="checkbox"/> Scheduled Autos						Property Damage (per accident)	
	<input type="checkbox"/> Hired Autos							
	<input type="checkbox"/> Non-Owned Autos							
	Umbrella Liab						Each Occurrence	
	Excess Liab						Aggregate	
	Deductible Retention \$							
B C	Worker's Compensation and Employers' Liability	Y/N		WLRC47324877 (AOS) WLRC4732483A (CA, MA) SCFC47324919 (WI)	10/01/2013	10/01/2014	WC Statutory Limits	X
	Any Proprietor / Partner / Executive Officer / Member Excluded?		N/A				Other	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						EL Each Accident	\$1,000,000
							EL Disease - Ea Employee	\$1,000,000
							EL Disease - Policy Limit	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: ELEVATOR INSTALLATION JOB# 15267 LINDSEY FLANIGAN COURTHOUSE
 THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED AS RESPECTS THE COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTO LIABILITY POLICIES.

CERTIFICATE HOLDER	CANCELLATION
CITY AND COUNTY OF DENVER ATTN: DEPARTMENT OF PUBLIC WORKS 201 WEST COLFAX DEPT #611 DENVER CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Authorized Representative <i>Andrea Pains</i>

ACKNOWLEDGEMENT OF SURETY

STATE OF ILLINOIS
COUNTY OF COOK

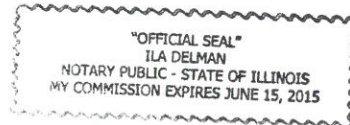
On this 14th day of May, 2014, before me personally came Kimberly Bragg to me known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of Federal Insurance Company

The Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed by authority granted to him/her in accordance with By-Laws of the said Corporation, and that he/she signed his/her name thereto by like authority.



Notary Public, Ila Delman





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint

Kimberly Bragg

as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, the following Surety Bond:

Surety Bond Number : 82337015
Obligee : City and County of Denver

And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **1st** day of **March 2013**.

Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

Richard A. Ciullo
Richard A. Ciullo, Vice President

STATE OF NEW JERSEY ss.
County of Somerset

On this **1st** day of **March 2013** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Richard A. Ciullo, and knows him to be Vice President of said Companies; and that the signature of Richard A. Ciullo, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Ciullo, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



WENDIE WALSH
Notary Public, State of New Jersey
No. 0054504
Expires April 18, 2018

Wendie Walsh

Notary

Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 14th day of May, 2014 .



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

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

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

RE: ThyssenKrupp Elevator Corporation

Contract No: 201415648
Project Name: LINDSEY-FLANIGAN COURTHOUSE ELEVATOR
Contract Amount: \$538,906.00
Performance and Payment Bond No.: 82337015

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through
Federal Insurance Company insurance company,
on May 14, 2014.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at
312-288-7187.

Thank you.

Sincerely,


Kimberly Bragg, Attorney-In-Fact
Federal Insurance Company



Denver Public Works

Engineering Division
Capital Projects Management – Dept. 506
Right-of-Way Services – Dept 507
Traffic Engineering Services – Dept 508
Policy and Planning – Dept. 509

201 West Colfax Ave, Dept 614
Denver, CO 80202
www.work4denver.com

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

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

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

RE: (Company name)

Contract No: 201415648
Project Name: LINDSEY-FLANIGAN COURTHOUSE ELEVATOR
Contract Amount:
Performance and Payment Bond No.:

Dear Assistant City Attorney,

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

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

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

Thank you.

Sincerely,



Protecting the Present & Building the Future
Accountability, Innovation, Empowerment, Performance, Integrity,
Diversity, Teamwork, Respect, Excellence, Safety



Denver Public Works

Engineering Division
Capital Projects Management – Dept. 506
Right-of-Way Services – Dept 507
Traffic Engineering Services – Dept 508
Policy and Planning – Dept. 509

201 West Colfax Ave, Dept 614
Denver, CO 80202
www.work4denver.com

NOTICE OF APPARENT LOW BIDDER
(SAMPLE)

Current Date

To:

Gentlemen:

The MANAGER OF PUBLIC WORKS has considered the Bids submitted on April 17, 2014 for work to be done and materials to be furnished in and for:

PROJECT No. 201415648 LINDSEY-FLANIGAN COURTHOUSE ELEVATOR

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 execution of the Contract Documents and your furnishing the items specified below, the total cost thereof (Contract Amount Written), (Contract Amount Numeric).

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

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; or any other coverage required by the contract; and
- b. One original plus four copies of the 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 Public Works, and each contract requiring payment by the City of one-half million dollars (\$500,000.00) or more shall first be approved by the City Council acting by ordinance and in accordance with Section 3.2.6 of the Charter of the City and County of Denver.

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

**NOTICE OF APPARENT LOW BIDDER
(SAMPLE)**

PROJECT NO. 201415648
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 _____
Manager of Public Works



Denver Public Works

Engineering Division
Capital Projects Management – Dept. 506
Right-of-Way Services – Dept 507
Traffic Engineering Services – Dept 508
Policy and Planning – Dept. 509

201 West Colfax Ave, Dept 614
Denver, CO 80202

www.work4denver.com

Current Date

**NOTICE TO PROCEED
(SAMPLE)**

Name
Company
Street
City/State/Zip

CONTRACT NO. 201415648, LINDSEY-FLANIGAN COURTHOUSE ELEVATOR

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 201415648, as set forth in detail in the contract documents for the City and County of Denver.

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

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

Sincerely,

Lesley B. Thomas
City Engineer

cc:



Denver Public Works

Engineering Division
Capital Projects Management – Dept. 506
Right-of-Way Services – Dept 507
Traffic Engineering Services – Dept 508
Policy and Planning – Dept. 509

201 West Colfax Ave, Dept 614
Denver, CO 80202

www.work4denver.com

Certificate of Contract Release
(SAMPLE)

Date

Name
Company
Street
City/State/Zip

RE: Certificate of Contract Release for
201415648, LINDSEY-FLANIGAN COURTHOUSE ELEVATOR

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.

Contractor’s Signature Date Signed

If there are any questions, please contact me by telephone at (720) 913-XXXX. Please return this document via facsimile at (720) 913-1805 and mail to original to the above address.



Protecting the Present & Building the Future
Accountability, Innovation, Empowerment, Performance, Integrity,
Diversity, Teamwork, Respect, Excellence, Safety

CITY AND COUNTY OF DENVER

STATE OF COLORADO



PREVAILING WAGE RATES

Contract No. 201415648

LINDSEY-FLANIGAN COURTHOUSE
ELEVATOR

March 31, 2014



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

201 W. Colfax, Department 412
Denver, CO 80202
p: 720.913.5751
f: 720.913.5720
www.denvergov.org/csa

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton, Associate Human Resources Professional
DATE: Friday March 14, 2014
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway 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 rates will be provided as a supplemental to the Davis-Bacon Building rates issued by OHR.

The attached Prevailing Wage Schedule is effective as of **Friday March 14, 2014** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO140004
Superseded General Decision No. CO20130004
Modification No.05
Publication Date: 3/7/14
(5 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.

For questions call (720) 913-5018

Attachments as listed above.

General Decision Number: CO140004 03/07/2014 CO4

Superseded General Decision Number: CO20130004

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/03/2014
1	01/17/2014
2	01/24/2014
3	01/31/2014
4	02/07/2014
5	03/07/2014

ASBE0028-001 10/01/2013

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.83	13.18

BRCO0007-001 09/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 23.68	8.34

BRCO0007-005 05/16/2013

	Rates	Fringes
TILE SETTER.....	\$ 27.15	7.63

CARP0001-004 05/01/2009

	Rates	Fringes
Carpenters: Acoustical, Drywall Hanging/Framing and Metal Stud, Form Building/Setting.\$	26.60	8.89

CARP1607-002 06/01/2012

	Rates	Fringes
MILLWRIGHT.....	\$ 28.95	11.10

ELEC0068-002 12/01/2012

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Installation of Fire alarms, Security Systems, Telephones, Computers and Temperature Controls).....	\$ 32.10	12.53

ELEV0025-002 01/01/2014

	Rates	Fringes
Elevator Constructor.....	\$ 40.10	26.785

FOOTNOTE:

- a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit.

PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

ENGI0009-003 10/23/2013

	Rates	Fringes
Power equipment operator - crane		
141 tons and over.....	\$ 25.97	9.15
50 tons and under.....	\$ 24.88	9.15
51 to 90 tons.....	\$ 25.04	9.15
91 to 140 tons.....	\$ 25.19	9.15

IRON0024-001 11/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.80	10.14

LABO0720-003 05/01/2009

	Rates	Fringes
Laborers: Concrete/Mason Tenders.....	\$ 16.52	6.84

* PAIN0079-002 01/01/2014

	Rates	Fringes
Drywall Finisher/Taper		
Hand.....	\$ 19.40	6.66
Tool.....	\$ 19.75	6.66
Painters:.....	\$ 18.70	6.66
PAPERHANGER.....	\$ 19.40	6.66

PAIN0930-001 07/01/2013

	Rates	Fringes
GLAZIER.....	\$ 28.67	7.52

PLAS0577-001 05/01/2013

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 23.25	10.23

PLUM0003-001 07/01/2013

	Rates	Fringes
PLUMBER		
(Excluding HVAC work).....	\$ 33.18	12.44

PLUM0208-001 07/01/2013

	Rates	Fringes
PIPEFITTER		
(Including HVAC pipe).....	\$ 33.35	12.27

SFCO0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.09	18.60

SHEE0009-001 07/01/2013

	Rates	Fringes
Sheet metal worker		
(Includes HVAC duct and		
installation of HVAC		
systems).....	\$ 32.04	13.13

SUCO2001-011 12/20/2001

	Rates	Fringes
Carpenters:		
All Other Work.....	\$ 16.12	2.84

Ironworkers:
Reinforcing.....\$ 18.49 3.87

Laborers:
Brick Finisher/Tender.....\$ 12.78 1.41
Common.....\$ 10.62 2.09

Power equipment operators:
Mechanic.....\$ 18.48

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

Office of Human Resources
Supplemental to the Davis-Bacon *Building* Construction Project rates
(Specific to the Denver projects)
Supp #100, Date: 03-02-2012

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
Boilermakers		\$30.97	\$21.45
Power Equipment Operators (Concrete Mixers):			
	Less than 1 yd	\$23.67	\$10.67
	1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loaders over 6 cu yd	\$23.82	\$10.68
	Oilers	\$22.97	\$10.70
Soft Floor Layers		\$16.70	\$9.81
Ironworkers (Ornamental)		\$24.80	\$10.03
Plasters		\$24.60	\$12.11
Plaster Tenders		\$10.79	-
Laborers: Concrete Saw		\$13.89	-
Power Equipment Operators:			
	Backhoe	\$23.67	\$10.67
	Loader up to and incl 6 cu yd	\$23.67	\$10.67
	Motor Grader	\$23.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Drivers (Dump Trucks):			
	6 to 14 cu yds	\$19.14	\$10.07
	15 to 29 cu yds	\$19.48	\$10.11
	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

- To determine the Tile Setters-Marble Mason-Terrazzo mechanic rates—Use Davis Bacon-Building rates adopted by the Career Service Board.
- To determine the Tile Finisher-Floor Grinder-Base Grinder—Use current Career Service Prevailing Wage Schedules.
- Caulkers—Receive rate prescribed for craft performing operation to which caulking is incidental .i.e. glazier, painter, brick layer, cement mason.
- Use the “Carpenters—All Other Work” rates published by the federal Davis Bacon rates for batt insulation, pre-stress concrete and tilt up concrete walls, Roofers (including foundation waterproofing).
- Use the “Laborer—Common”, rates published by the federal Davis Bacon rates for General Housekeeping, Final Cleanup and Fence Installer.

CITY AND COUNTY OF DENVER

STATE OF COLORADO



TECHNICAL SPECIFICATIONS

Contract No. 201415648

**LINDSEY-FLANIGAN COURTHOUSE
ELEVATOR**

March 31, 2014



CITY AND COUNTY OF DENVER

**LINDSEY-FLANIGAN COURTHOUSE
ELEVATOR INSTALLATION**

SPECIFICATIONS

ISSUE FOR 100% CONSTRUCTION DOCUMENTS

December 18, 2013

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LINDSEY-FLANIGAN COURTHOUSE - ELEVATOR INSTALLATION

SECTION 00 0001

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**LINDSEY-FLANIGAN COURTHOUSE – ELEVATOR INSTALLATION
CITY AND COUNTY OF DENVER**

December 18, 2013

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 1000	SUMMARY OF WORK
SECTION 01 0600	REGULATORY REQUIREMENTS
SECTION 01 1100	CONSTRUCTION SAFETY
SECTION 01 7000	CONTRACT CLOSEOUT
SECTION 0 17300	OPERATION AND MAINTENANCE DATA
SECTION 01 7400	WARRANTIES AND BONDS

DIVISION 14 – CONVEYING EQUIPMENT

SECTION 14 2123	MACHINE ROOM-LESS ELEVATOR
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SECTION 01 0100

SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work specified in this contract consists of furnishing all management, supervision, labor, materials, tools, equipment, services, testing and incidentals for the construction of the Work indicated in the contract documents including lump sum items and unit price items.
- B. Reference: City and County of Denver Standard Specifications for Construction General Contract Conditions 2011 Edition (the yellow book) Contract General Conditions, GC 301 Consideration, GC 306 Working Hours and Schedule, GC Title 8 Protection of Persons and Property and GC Title 14 Site Conditions
- C. Project Description:
 - 1. Install a new Machine room-less electric traction passenger elevator. The elevator will be installed in an existing building. The building core contains four (4) elevator shafts, and upon initial building construction only three (3) elevators were installed, leaving one (1) elevator shaft vacant. The scope of this project entails installing a new elevator in the currently vacant elevator shaft
- D. Project Team Members:
 - 1. Patrick Riley (720) 865-3035 City of Denver Project Manager
 - 2. Elizabeth Zolo (720) 913-1774 City of Denver Contract Administration
- E. Site Location:
 - 1. Lindsey-Flanigan Courthouse, 520 W Colfax Ave, Denver, CO 80204

1.02 SITE CONDITIONS

- A. The Contractor acknowledges that he has reviewed sections 1401 and 1402 of Title 14 of City and County of Denver Standard Specifications for Construction General Contract Conditions 2011 Edition (the yellow book). The Contractor warrants that as a result of examination and investigation of all the aforesaid data and the site, that the Contractor can perform the Work in a good and workmanlike manner and to the satisfaction of the City. The City assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this contract unless such representation is expressly stated in the contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 CONTRACTOR'S DUTIES

- A. Except as otherwise specified, furnish the following to the full extent required by the contract:

LINDSEY-FLANIGAN COURTHOUSE - ELEVATOR INSTALLATION

1. Labor, superintendence, supervision and products.
 2. Construction equipment, tools, machinery and materials.
 3. Utilities required for construction and related activities.
 4. Other facilities and services necessary to properly execute and complete the Work, including security for worksite, and storage and protection of all materials awaiting incorporation into the Work, providing a safe working environment for workers, City and County of Denver representatives, and the public in accordance with all local, state and federal requirements.
- B. Prosecute the Work as specified and in a timely manner. Submit a schedule of Work in accordance with GC 306 Working Hours and Schedule.

3.02 COORDINATION

- A. Coordinate prosecution of the Work in accordance with GC 801 Safety of Persons and GC 802 Protective Devices and Safety Precautions; GC 803 Protection of Property and Work in Progress; and GC 804 Protection of Municipal Public Service and Utility Systems with those ongoing City and County of Denver operations, public utilities, governmental bodies, private utilities and other contractors performing work on and adjacent to the worksites. Eliminate or minimize delays in the Work and conflicts with those operations, utilities, bodies and contractors. Schedule governmental, private utility and public utility work that relies upon survey points, lines and grades established by the Contractor to occur immediately after those points, lines and grades have been established. Confirm coordination measures for each individual case with the City in writing.
- B. In the coordination effort of work by others, the Contractor shall obtain and refer to equipment locations and other layouts, as available, to avoid interface problems.
- C. The City reserves the right to permit access to the site of the Work for the performance of work by other contractors and persons at such times that the City deems proper. The exercise of such reserved right shall in no way or to any extent relieve the Contractor from liability for loss and damage to the work due to or resulting from its operations or from responsibility for complete execution of the Contract. The Contractor shall cooperate with other contractors and persons in all matters requiring common effort.

3.03 CONTRACTOR USE OF WORKSITE

- A. Confine worksite operations to areas permitted by law, ordinances, permits and the contract.
- B. Per GC 801, consider the safety of the Work and that of the people and property on and adjacent to the worksite when determining amount, location, movement and use of materials and equipment on worksite.
- C. Do not load worksite with equipment and products that would interfere with the Work. Only equipment, tools or materials required for this Work may be stored at the worksite.
- D. Per GC 803, Protect products, equipment and materials stored on worksite.
- E. Relocate stored products, equipment and materials which interfere with operations of City, government bodies, public and private utilities, and other contractors.

END OF SECTION

SECTION 01 0600

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section identifies primary compliance with the State, City and County of Denver's regulatory requirements outlined in Special Contract conditions SC-1 Construction Specifications and SC-13 Construction Inspection by the City.
- B. Reference: City and County of Denver Standard Specifications for Construction General Contract Conditions 2011 Edition (the yellow book) Contract General Conditions, GC 205 Building Inspection and GC 317 Permits and Licenses

1.02 BUILDING AND FIRE CODES

- A. All design and construction work shall be governed by the Building Code for the City and County of Denver, latest edition. This is based upon the International Building Code of the International Code Council with Denver Amendments to this code. See Special Contract Conditions, Construction Specifications.

1.03 DENVER BUILDING DEPARTMENT

- A. For review and approval of all construction documents for compliance to the International Building Code 2006 and City and County and Denver Amendments 2006 or later approved editions.
- B. City and County of Denver
Community Planning and Development
Building Inspection Division
201 West Colfax Avenue, Dept 205
Denver, Colorado 80202
Telephone 720-865-2720
Fax 720-865-2880

1.04 DENVER FIRE DEPARTMENT

- A. For review and approval of plans for compliance with the Denver Fire Department's requirements as they apply to projects for the Department of Public Works:
- B. Denver Fire Department
745 W. Colfax Ave.
Denver, Colorado 80204 Telephone: 720-913-3474, or
E-mail: denfpb@denvergov.org
Fax 720-865-2833
- C. The Contractor is advised that the Denver Fire Department – Fire Prevention Bureau requires permitting for the following activities as they apply to the scope of work. The Contractor is responsible for obtaining the appropriate permits necessary to complete the work. All costs associated with this permitting and policy compliance shall be the responsibility of the Contractor. The policies all reference the International Fire Code (IFC).

LINDSEY-FLANIGAN COURTHOUSE - ELEVATOR INSTALLATION

1. "Hot work", which is defined as the operation of any equipment or tool that creates sparks, hot slag, or radiant or convective heat as a result of the work. This includes, but is not limited to, welding, cutting, brazing, or soldering.
 2. Use and storage of compressed gas for both temporary storage and permanent facility installation. This includes, but is not limited to, flammable gas (excluding propane-LPG), oxidizer (including oxygen), and inert and/or simple asphyxiates.
 3. Tank installation, which includes above-ground storage tanks (AST) and underground storage tanks (UST) for both temporary tanks and permanent facility installations.
- D. In addition to the above permits, the Denver Fire Department may require other permits that are associated with the specific work in the Contract Documents. Policies provided by the Denver Fire Department are meant to provide basic information for the most common conditions and situations. In any given occupancy, many other International Fire Code (IFC) requirements may be enforced. These should be addressed with the Denver Fire Department before construction begins and during construction with premise inspection(s). Any questions can be addressed to the Fire Prevention Bureau between 6:30 AM and 9:00 AM Monday-Friday at 720-913-8242 or -8237.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PERMITS AND CERTIFICATIONS

- A. The Contractor shall maintain records on site of all permits acquired by federal, state, and local agencies. Posting of permits shall conform to requirements of the respective agencies.
- B. At the time of Substantial Completion and Final Acceptance, the Contractor shall forward to the Project Manager a copy of the Temporary Certificate of Occupancy and the final Certificate of Occupancy.

END OF SECTION

SECTION 01 1100

CONSTRUCTION SAFETY

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Work specified in this Section includes construction safety precautions and programs by the Contractor
- B. Reference Contract General Conditions, GC 801 Safety of Persons, GC 802 Protective Devices and Safety, GC 803 Protection of Property and Work in Progress.

1.02 RESPONSIBILITY

- A. The General Conditions make it clear in section 801 that all safety precautions during the construction process are the responsibility of the Contractor. The Contractor is responsible for the health and safety of his employees, agents, subcontractors and their employees, and other persons on the worksite; for the protection and preservation of the work and all materials and equipment to be incorporated therein; and for the worksite and the area surrounding the worksite. The Contractor shall take all necessary and reasonable precautions and actions to protect all such persons and property.

PART 2 - PRODUCTS

2.01 CONTRACTOR'S SAFETY PLAN

- A. Provide a Contractor's Safety Program that as a minimum meets all applicable federal, state and local government requirements.

PART 3 - EXECUTION

3.01 IMPLEMENT CONTRACTOR'S SAFETY PLAN

- A. Implement the approved Contractor's Operational Safety Plan as described in this Technical Specifications

END OF SECTION

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SECTION 01 7000

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work specified in this Section includes procedures required prior to Final Acceptance of the Work in addition to those specified in General Conditions Title 20.
- B. Reference Special Contract Conditions, Liquidated Damages, and Contract General Conditions, GC 602, GC906, GC 909, GC 910, GC 2003.

1.02 PREPARATION FOR FINAL INSPECTION

- A. Before requesting inspection for Final Acceptance of the Work by the City, inspect, clean and repair the Work as required.

1.03 FINAL INSPECTION

- A. When the Contractor considers that the Work is complete, he shall submit written certification that:
 - 1. All punch list items have been completed.
 - 2. All clean up at the project site has been accomplished.
 - 3. Work has been inspected by the Contractor for compliance with contract documents.
 - 4. Work has been completed in accordance with contract documents.
 - 5. Work is ready for final inspection by the City.
 - 6. All as-built required documents have been submitted and accepted.
 - 7. All damaged or destroyed real, personal, public or private property has been repaired or replaced.
 - 8. All operation and maintenance manuals have been submitted and accepted and all training has been completed.
- B. The Project Manager will inspect to verify the status of completion with reasonable promptness after receipt of such certifications. If the Project Manager finds incomplete or defective work:
 - 1. The Project Manager may, at the Project Manager's sole discretion, either terminate the inspection or prepare a punch list and notify the Contractor in writing, listing incomplete or defective work.
 - 2. The Contractor shall take immediate steps to remedy stated deficiencies and send a second written certification to the Project Manager that Work is complete.
 - 3. The Project Manager will then re-inspect the Work.

1.04 REINSPECTION FEES

- A. Should the Project Manager perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor:
 - 1. The Contractor shall compensate the City for such additional services at the rate identified in the Special Contract Conditions, Liquidated Damages,

LINDSEY-FLANIGAN COURTHOUSE - ELEVATOR INSTALLATION

2. The City shall deduct the amount of such compensation from the final payment to the Contractor.

1.05 FINAL CHANGE ORDER

- A. If required, the Project Manager will prepare a final change order, reflecting approved adjustments to the Contract sum which were not previously made by change orders including the following:
 1. Additions and deductions resulting from:
 - a. Allowances.
 - b. Final quantities for unit price items. Along with this statement shall be detailed backup for the quantities.
 - c. Deductions or corrected work.
 - d. Penalties.
 - e. Deductions for liquidated damages.
 - f. Deductions for re-inspection payments.
 - g. City resurveys required due to the Contractor.
 - h. Other adjustments.

1.06 FINAL APPLICATION FOR PAYMENT

- A. The Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the General Conditions Title 20.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 7300

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work specified in this Section consists of preparing and submitting operation and maintenance data for mechanical, electrical and other specified equipment.

1.02 SUBMITTALS

- A. Submit one (1) electronic copy and two (2) bound hard copy of Operation and Maintenance Data Manual prior to final payment. These copies shall incorporate any comments made on the previous submittals, along with final readings on all settings and gauges taken while the system is in fully satisfactory operation, final test and balance reports, and final sequence of operations standards.

1.03 CONTINUOUS UPDATING PROGRAM

- A. Furnish one electronic copy of the Contractor's letter indicating that suppliers have been notified to provide updated operation and maintenance data, service bulletins and other information pertinent to the equipment, as it becomes available.
 - 1. Contractor to verify with Project Manager to which Facility Operator these notices are to be sent. All updates after Final Acceptance are to be sent to a Facility Operator with only a copy of the transmittal to the Project Manger.

PART 2 - PRODUCTS

- A. The following products are the requirements of hard copies:
- B. PAPER SIZE 8-½ inches x 11 inches.
- C. PAPER White bond, at least 20 pound weight.
- D. TEXT typewritten.
- E. PRINTED DATA Manufacturer's catalog cuts, brochures, operation and maintenance data. Clear reproductions thereof will be acceptable. If this data is in color, all final manuals must contain color data.
- F. DRAWINGS 8-½ inches x 11 inches, bound with the text. Larger drawings are acceptable provided they are folded to fit into a pocket inside the rear cover of the manual. Reinforce edges of large drawings.
- G. PRINTS OF DRAWINGS black ink on white paper, sharp in detail and suitable for making reproductions.
- H. FLYSHEETS Separate each portion of the manual with colored, neatly prepared flysheets briefly describing the contents of the ensuing portion.
- I. COVERS Provide 40 to 50 mil, clear plastic, front and plain back covers for each manual. The front covers shall contain the information required in paragraph 3.02 below.

LINDSEY-FLANIGAN COURTHOUSE - ELEVATOR INSTALLATION

- J. **BINDINGS** Conceal the binding mechanism inside the manual; lockable 3 ring binders shall be provided.

PART 3 - EXECUTION

3.01 COVER

- A. Include the following information on the front cover and on the inside cover sheet:
 - 1. OPERATION AND MAINTENANCE INSTRUCTIONS
 - 2. (TITLE OF STRUCTURE OR FACILITY AND ADDRESS)
 - 3. (TITLE AND NUMBER OF CONTRACT)
 - 4. (CONTRACTOR'S NAME AND ADDRESS)
 - 5. (GENERAL SUBJECT OF THE MANUAL)
 - 6. (Leave spaces for signatures of the City representatives and acceptance date)

3.02 CONTENTS OF THE MANUAL

- A. An index of all volumes in each volume of multiple volume systems.
- B. An index in front of each volume. List and combine the literature for each system in the sequence of operation.
- C. Name, address and telephone numbers of Contractor, suppliers and installers along with the manufacturer's order number and description of the order.
- D. Name, address and telephone numbers of manufacturer's nearest service representatives.
- E. Name, address and telephone number of nearest parts vendor and service agency.
- F. Copy of guaranties and warranties issued to, and executed in the name of, the City.
- G. Anticipated date City assumes responsibility for maintenance.
- H. Description of system and component parts including theory of operation.
- I. Pre operation check or inspection list.
- J. Procedures for starting, operating and stopping equipment.
- K. Post operation check or shutdown list.
- L. Inspection and adjustment procedures.
- M. Troubleshooting and fault isolation procedures for on-site level of repair.
- N. Emergency operating instructions.
- O. Accepted test data.
- P. Maintenance schedules and procedures.
- Q. Test procedures to verify the adequacy of repairs.

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- R. One copy of each wiring diagram.
- S. One copy of each piping diagram.
- T. Location where all measurements are to be made.
- U. One copy of each duct diagram.
- V. One copy of control diagram.
- W. One copy of each accepted shop drawing.
- X. One copy of software programs imputable or changeable on site.
- Y. Manufacturer's parts list with catalog names, numbers and illustrations.
- Z. A list of components which are replaceable by the City.
- AA. An exploded view of each piece of the equipment with part designations.
- BB. List of manufacturer's recommended spare parts, current prices and recommended quantities for two years of operation.
- CC. List of special tools and test equipment required for the operation, maintenance, adjustment, testing and repair of the equipment, instruments and components.
- DD. Scale and corrosion control procedures.
- EE. Disassembly and re-assembly instructions.
- FF. Troubleshooting and repair instructions.
- GG. Calibration procedures.
- HH. Ordering information.
- II. Training course material used to train City staff, including DVD, slides and other presentation material.
- JJ. Inventory of all attic stock provided per the Technical Specifications and the specific location to which this was delivered.

END OF SECTION

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SECTION 01 7400

WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work specified in this Section consists of preparing and submitting warranties and bonds required by these specifications.
- B. Reference Contract General Conditions: GC 111, GC 1501, GC 1502, GC 1503, GC 1801, GC 1802.

1.02 SUBMITTALS

- A. Submit executed warranties and bonds.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 WARRANTIES AND BONDS

- A. Execute the warranties and bonds required by the Contract Documents. Prepare and submit all bonds on the forms provided by the City. Deliver the executed warranties in electronic and hard copy format.
- B. Provide warranties or bonds for the materials, labor and time period set forth in the sections of these specifications requiring such documents. All warranties shall be in accordance with the Contract General Conditions. Refer to the Technical Specifications for all specific items requiring longer warranty periods.
- C. Provide all warranties and bonds that the manufacturer or supplier furnishes at no additional cost in regular commercial trade.

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SECTION 142123

MACHINE ROOM-LESS ELEVATORS

PART 1 GENERAL

- 1.01 SUMMARY: This specification describes the scope of work required to install a new Machine room-less electric traction passenger elevator. The elevator will be installed in an existing building. The building core contains four (4) elevator shafts, and upon initial building construction only three (3) elevators were installed, leaving one (1) elevator shaft vacant. The scope of this project entails installing a new elevator in the currently vacant elevator shaft.
- A. Section includes: Machine room-less electric traction passenger elevators as shown and specified. Elevator work includes:
1. Gearless electric traction passenger elevators.
 2. Elevator car enclosures, hoistway entrances and signal equipment.
 3. Operation and control systems.
 4. Accessibility provisions for physically disabled persons.
 5. Equipment, machines, controls, systems and devices as required for safely operating the specified elevators at their rated speed and capacity.
 6. Materials and accessories as required to complete the elevator installation.
- B. General Project Requirements
1. The Elevator Contractor shall be the Prime Contractor for the completion of services described in the specification herein. In this specification, the use of the word "Contractor" means the Elevator Contractor. The Contractor shall subcontract as necessary for any and all services required to furnish and install a complete and fully functional elevator, as defined by a Turnkey delivery process.
 2. The cab finishes and operation of the New Elevator must exactly match the finishes and operation of the three (3) existing elevators within the building. The existing elevators are manufactured by ThyssenKrupp Elevator, and are Synergy Building-Supported "Performance Series" Machine Room-Less elevators.
 3. The control system of the New Elevator shall be able to interface with the existing three (3) TAC 50-04 controllers.
 4. Any and all associated work that produces noise capable of being heard from outside the elevator shaft shall be performed between the weekday hours of 6:00PM and 7:00AM, or on Saturdays and Sundays. These terms are non-negotiable due to the type of business conducted within the building during working hours.
 5. All construction deliveries to the building shall be made between 6 PM and 7 AM on weekdays, or on Saturdays and Sundays, so as not to disrupt normal business operations.
 6. All work affecting and/or disrupting the normal use of the existing three (3) elevators shall be performed between the weekday hours of 6:00PM and 7:00AM, or on Saturdays and Sundays. These terms are non-negotiable due to the type of business conducted within the building during working hours.
 7. Throughout the course of the project, the existing three elevators shall never be out of service between the weekday hours of 7:00AM and 6:00PM.
 8. All existing building finishes must be protected during the installation of the New Elevator.
 9. Contractor shall be responsible for integrating the new elevator into the Fire Alarm Panel as required.
 10. Contractor shall be responsible for the transportation of all waste associated with the project to the Denver Arapahoe Disposal Site (DADS) for disposal. The City and County of Denver (City) will be invoiced directly by DADS Waste Management for the actual disposal of the waste.

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C. Preparatory Work:

All Miscellaneous Building Work shall be Included by **Elevator Contractor (Contractor)** unless otherwise noted. The following preparatory work is required in order to properly install the new elevator equipment. The cost of this work is to be included in the Elevator Contractor's proposal.

1. General:

- a. The City and County of Denver (City) shall provide a plumb and legal hoistway, properly framed and enclosed and including a walk in pit for the new elevator along with drains, lights, access doors and waterproofing as required.
- b. The City shall provide a suitable machine room with access and ventilation in accordance with all applicable codes and regulations. The machine room shall be maintained at a temperature between 32 F (0 C) and 104 F (40 C). To be measured at 6 feet (1830 mm) above the floor and 1 foot (305 mm) out from the front center of the car controller(s). Relative humidity is not to exceed 95% non-condensing. Local codes may require tighter temperature ranges, and higher ventilation levels, please check with your local code authority for the exact requirements in your area.
- c. The City shall provide a hoistway maintained between 32 F (0 C) and 122 F (50 C) with a control space measured at the machine.
- d. The City shall provide storage for construction equipment located in the building's basement for the elevator equipment prior to and during installation. Contractor shall have access to functioning elevator(s) between the hours of 6 PM and 7 AM to transport construction materials from the basement storage area as necessary.
- e. Elevator Contractor shall provide for the cutting of walls floor, etc. and removal of such obstructions as may be necessary for proper installation of the elevator.
- f. Elevator Contractor shall notify Project Manager if cutting and patching of the existing roof above new elevator hoistway is required to accommodate the hoisting of the new machine.
- g. Elevator contractor shall provide all painting, except as otherwise specified.
- h. Elevator contractor shall reuse existing hoistway walls that have been designed and constructed in accordance with the required fire rating. Elevator contractor shall provide fire proofing, as needed, where elevator fixture boxes, rail bracket fastenings and any other penetration into the hoistway walls are required.
- i. Elevator contractor shall provide, as needed, all temporary enclosures, barricades and other protection from open hoistways and elevator work area during the time the elevator is being installed to meet all permanent installation safety codes.

2. Concrete / Masonry:

- a. Elevator contractor to provide for the setting of anchors and sleeves as needed in existing Concrete and/or Masonry.

3. Metals:

- a. Elevator contractor shall engage the services of a structural engineer to confirm that adequate supports exist to hoist the new elevator machine into place, and to carry the loads of all new equipment, including overhead machine and machine beams located in the hoistway including supports for guide rail brackets. The Elevator Contractor shall notify the Project Manager if it is determined that existing support is not adequate to support the new elevator and equipment.
- b. Elevator contractor to reuse the existing pit ladders, steel framing, auxiliary support steel and divider beams for rail bracket support as required.
- c. Elevator contractor to reuse existing steel angle sill supports, hoistway door sills, hoistway frames, and signal fixtures, and interface as needed with new

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elevator.

4. Electrical:

- a. Elevator contractor to provide electric power of the same characteristics as the permanent supply without charge for the construction, testing and adjusting if required.
- b. Elevator contractor to reuse the existing piping and conduit where possible. Elevator contractor shall provide new piping and conduit if and where required.
- c. Elevator contractor to reuse existing 3 phase power, but provide new 3 phase wiring and disconnects from the electric power main power distribution center to new controller, including necessary circuit breakers and fused mainline disconnect switches.
- d. The City shall provide for a standby power source, but the Contractor shall provide necessary transfer switches and auxiliary contact, where elevator operation from an alternate power supply is required.
- e. Elevator contractor to provide, as needed, smoke detector\ sensing devices and contacts wired to elevator control as required by local code. A means to automatically disconnect the main line power supply to the elevator prior to the application of water in the elevator controller room will be furnished by the elevator contractor's licensed electrical contractor. This means it shall not be self resetting.
- f. Elevator Contractor to provide convenience outlets and any required illumination in machine room, hoistway and pit that currently does not exist.

5. Plumbing:

- a. Reuse existing sump pit

6. Heating, Ventilation and Air Conditioning

- a. Reuse existing heating and ventilating of hoistways and machine rooms.

7. Communications

- a. The Elevator shall provide telephone wiring to controller room control panel as required. Contractor to provide for the installation of telephone instrument, or other communication equipment in elevator cab, with all connections to elevator to be brought to controller room.

8. Miscellaneous

- a. Elevator contractor to provide all other items as may be required by the AHJ for a fully code compliant elevator installation.

1.02 SUBMITTALS

- A. Product data: The elevator contractor will provide a custom cab and signal fixture data to describe product for approval. Provide information on existing hoistway doors and frames and hall signal fixtures if required.
- B. Shop drawings:
 1. Show equipment arrangement in the control closet, corridor, pit and hoistway. Provide plans, elevations, sections and details of assembly, erection, anchorage, and equipment location.
 2. Indicate elevator system capacities, sizes, performances, safety features, finishes and other pertinent information.
 3. Show floors served, travel distances, maximum loads imposed on the building structure at points of support and all similar considerations of the elevator work.
 4. Indicate electrical power requirements and branch circuit protection device recommendations. Provide confirmation within submitted shop drawings that electrical requirements have been reviewed by and coordinated with the Electrical Contractor.
 5. Show custom cab submittals as required to include wall finishes, handrails, ceiling, reveals, lighting, flooring, etc.

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- C. Powder Coat enamel selection: Submit manufacturer's standard selection charts for exposed finishes and materials.
- D. Plastic laminate selection: Submit manufacturer's standard selection charts for exposed finishes and materials.
- E. Metal Finishes: Upon request, standard metal samples provided.
- F. Operation and maintenance data. Include the following:
 - 1. Owners manuals and Wiring diagrams.
 - 2. Parts list, with recommended parts inventory.

1.03 QUALITY ASSURANCE & PRE APPROVAL

- A. Manufacturer Qualifications: An approved manufacturer with minimum 25 years experience in manufacturing, installing, and servicing elevators of the type required for the project.
 - 1. The manufacturer of machines, controllers, signal fixtures, door operators cabs, entrances, and all other major parts of elevator operating equipment must be able to interface with the existing three (3) elevators, which are ThyssenKrupp Elevator, Synergy Building-Supported "Performance Series" Machine Room-Less elevators. Existing three (3) elevator controllers will not be allowed to be changed. Successful elevator contractor to provide original manufacture's software upgrades to bring existing software up to any current code requirements as needed.
 - a. The major parts of the elevator equipment shall be manufactured by the same company of the existing three (3) elevators, and not be an assembled system.
 - 2. ThyssenKrupp Elevator Corporation is the basis of design. All other manufactures must provide a detailed list of equipment to be provided showing a detailed plan on how manufactures equipment shall interface with the existing three (3) elevators.
 - 3. The manufacturer shall have a documented, on-going quality assurance program.
- B. Installer Qualifications: The manufacturer or an authorized agent of the manufacturer with not less than 25 years of satisfactory experience installing elevators equal in character and performance to the project elevators.
- C. Regulatory Requirements:
 - 1. ASME A17.1 Safety Code for Elevators and Escalators, latest edition or as required by the local building code.
 - 2. NFPA 70 National Electrical Code.
 - 3. NFPA 80 Fire Doors and Windows.
 - 4. Americans with Disabilities Act - Accessibility Guidelines (ADAAG)
 - 5. Section 407 in ICC A117.1, when required by local authorities
 - 6. CAN/CSA C22.1 Canadian Electrical Code
 - 7. CAN/CSA B44 Safety Code for Elevators and Escalators.
- D. Fire-rated entrance assemblies: Opening protective assemblies including frames, hardware, and operation shall comply with ASTM E2074, CAN4-S104 (ULC-S104), UL10(b), and NFPA Standard 80. Provide entrance assembly units bearing Class B or 1 1/2 hour label by a Nationally Recognized Testing Laboratory.
- E. Inspection and testing:
 - 1. Elevator Installer shall obtain and pay for all required inspections, tests, permits and fees for elevator installation.
 - 2. Arrange for inspections and make required tests.
 - 3. Arrange for any inspections of work performed outside of elevator installation that has been contracted.

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4. Deliver to the City upon completion and acceptance of elevator work.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Manufacturer will deliver elevator materials, components and equipment to the job site in a manner that does not interrupt regular business operations within the building. Construction deliveries shall be made between the hours of 6 PM and 7 AM on weekdays, or on Saturdays and Sundays. The City shall provide storage for construction equipment located in the building's basement for the elevator equipment prior to and during installation. Contractor shall have access to functioning elevator(s) between the hours of 6 PM and 7 AM on weekdays to transport construction materials to and from the basement storage area as necessary.

1.05 PROJECT CONDITIONS

- A. Temporary Use:
1. New Elevator shall not be utilized by the City prior to Substantial Completion

1.06 WARRANTY

Warranty: Submit elevator manufacturer's standard written warranty agreeing to repair, restore or replace defects in elevator work materials and workmanship not due to ordinary wear and tear or improper use or care for 12 months from date of Substantial Completion.

1.07 MAINTENANCE

- A. Furnish maintenance and call back service for a period of 12 months for each elevator during normal working hours from date of Substantial Completion.
1. Service shall consist of periodic examination of the equipment, adjustment, lubrication, cleaning, supplies and parts to keep the elevators in proper operation. Maintenance work, including emergency call back repair service, shall be performed by trained employees of the elevator contractor during regular working hours.
 2. Submit parts catalog and show evidence of local parts inventory with complete list of recommended spare parts. Parts shall be produced by manufacturer of original equipment.
 3. Manufacturer shall have a service office and full time service personnel within a 50 mile radius of the project site.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design: ThyssenKrupp Elevator - Synergy Building-Supported "Performance Series" Machine Room-Less elevator
- a. All other manufacturers shall provide all technical information and confirm their ability to interface their equipment with the existing three (3) elevator controllers, signal fixtures and door operators without replacing components of the existing three (3) elevators.

2.02 MATERIALS, GENERAL

- A. Colors, patterns, and finishes of the New Elevator must match the colors, patterns and finishes of the existing three (3) elevators. No exceptions will be allowed.
- B. Terrazzo flooring shall match the existing three (3) elevators, and shall be installed by

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Contractor.

2.03 HOISTWAY EQUIPMENT

- A. Platform: Fabricated frame of formed or structural steel shapes, gusseted and rigidly welded with a wood sub-floor. Underside of the platform shall be fireproofed.
- B. Sling: Steel stiles bolted or welded to a steel crosshead and bolstered with bracing members to remove strain from the car enclosure.
- C. Guide Rails: Dry, non-lubricated steel, fastened to the building with steel brackets.
- D. Guides: Roller guides, with a minimum of three tires, shall be mounted on top and bottom of the car and counterweight frame and be held in contact with the guide rail by adjustable devices.
- E. Buffers: Provide substantial buffers in the elevator pit. Mount buffers on continuous channels fastened to the elevator guide rail or securely anchored to the pit floor. Provide extensions if required by project conditions.
- F. Machine: The hoisting machine shall be a compact Gearless traction type, consisting of AC motor, brake and driving sheave mounted on a rigid bedplate in the top of the hoistway. A large diameter, forged shaft shall serve as a support for the motor armature and for the removable drive sheave and brake system. It shall be supported by roller bearings mounted in the machine housing.
- G. Drive System:
 - 1. The drive system shall be of the Variable Voltage Variable Frequency (VVVF) with Regenerative capabilities.
 - 2. The system shall be a vector controlled pulse-width modulated AC drive. The variable voltage variable frequency drive shall convert the AC power supply using a two step process to a variable voltage variable frequency power supply for use by the hoist motor.
 - 3. The speed control shall be by means of vector control providing independent excitation and torque current. A digital absolute velocity encoder shall be provided giving feedback to the controller on armature position and motor speed.
- H. Motor/Machine:

The motor shall be AC, totally enclosed, non-ventilated with class "F" insulation. The motor armature shall be dynamically balanced and supported by roller bearings of ample capacity. The armature and driving sheave shall be properly balanced for smooth, high-speed elevator performance. The Machine shall be mounted in the top of the hoistway on structural steel beams or channels and bearing plates furnished by the elevator installer. Beams shall be securely fastened to the existing supports.
- I. Brake:

The brake shall be a spring applied electric brake, held open by an electro-magnet actuated by a digital brake controller and designed to make smooth, positive stops. The Brake shall be designed to automatically apply in the event of interruption of power supply from any cause. Operation and control of the brake shall be all digital. The setting and lifting of the brake shall be software based and all electronic. All adjustments and setup of the brake shall be made using a PC interface. No contactors or resistors shall be used in the actuation of the brake.
- J. Ropes:

Provide Steel hoist cables of size and number to ensure proper wear qualities shall be

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used. Special wedge shackles shall be used.

Governor ropes shall be of iron construction

Any special tools, devices, software or equipment required for monitoring the wear of any means of suspension other than standard elevator steel cables shall be included with the installation of the equipment and become the property of the City at time of elevator completion. This includes special ongoing monitoring systems, special tools and instruction needed to monitor the suspension system.

- K. Counterweight:
Counterbalance each elevator for smooth and economical operation by using iron or steel plate weights securely fastened in a steel counterweight frame. Counterweight shall equal the weight of the complete elevator car and approximately 40-45 percent of the specified capacity load.
- L. Safety and Governor:
Car safety shall be mounted on the bottom members of the car frame and be operated by a centrifugal speed governor. The governor shall be designed to cut off power to the motor and apply the brake whenever the governor indicates the car has excessive speed. The governor shall function when the car over speeds.
- M. Emergency Terminal Limits:
Place electric limit switches in the hoistway near the terminal landings. Limit switches shall be designed to cut off the electric current and stop the car if it runs beyond either terminal landing.
- N. Automatic Self-Leveling:
Provide each elevator car with a self-leveling feature to automatically bring the car to the floor landings and correct for over travel or under travel. Self-leveling shall, within its zone, be automatic and independent of the operating device. The car shall be maintained approximately level with the landing irrespective of its load.

2.04 HOISTWAY ENTRANCES

- A. Doors and Frames: Reuse the existing hollow metal type hoistway entrances at each hoistway.
 - 1. Elevator contractor to provide all hangers, hanger supports, hanger covers, fascia plates, sight guards, and necessary hardware as needed.
 - 2. Main landing door & frame finish: Reuse existing stainless steel panels, no. 4 brushed finish.
 - 3. Typical door & frame finish: Reuse existing stainless steel panels with no. 4 brushed finish.
- B. Interlocks: Equip each hoistway entrance with an approved type interlock tested as required by code. Provide door restriction devices as required by code.
- C. Door Hanger and Tracks: Provide sheave type two point suspension hangers and tracks for each hoistway horizontal sliding door.
 - 1. Sheaves: Polyurethane tires with ball bearings properly sealed to retain grease.
 - 2. Hangers: Provide an adjustable device beneath the track to limit the up-thrust of the doors during operation.
 - 3. Tracks: Drawn steel shapes, smooth surface and shaped to conform to the hanger sheaves.
- D. Hoistway Sills: Reuse the existing extruded metal, with groove(s) in top surface.

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Provide mill finish on nickel silver.

2.05 PASSENGER ELEVATOR CAR ENCLOSURE

- A. Car Enclosure: Match existing three (3) elevators within the building
1. Walls: Custom cab interiors to match existing cars with laminated safety glass & stand offs
 2. Canopy: Cold-rolled steel with hinged exit.
 3. Ceiling: Custom to match existing cars with a stainless steel #4 finish with LED lighting and perimeter fluorescent light fixtures (match existing elevators)
 4. Cab Fronts, Return (main & auxiliary), Transom, Soffit and Strike: Provide panels faced with brushed stainless steel to match existing cars. Provide "Full Wrap Around" swing returns for main and auxiliary car returns.
 5. Doors: Horizontal sliding car doors reinforced with steel for panel rigidity. Hang doors on sheave type hangers with polyurethane tires that roll on a polished steel track and are guided at the bottom by non-metallic sliding guides.
 - a. Door Finish: Stainless steel panels: No. 4 brushed finish.
 - b. Cab Sills: Extruded nickel silver, mill finish.
 6. Handrail: Provide 1.5" diameter cylindrical metal on rear walls to match existing car. Handrails shall have a stainless steel, no. 4 brushed finish.
 7. Ventilation: Manufacturer's standard 2 speed exhaust fan, mounted on the car top.
 8. 16 gauge shell with sound deadening 1/16" sheets.
 9. 12 gauge steel car canopy with exterior primed and interior painted F-101 "Rich Cream".
 10. Car top railing.
 11. Pad buttons.
 12. Nickel silver sills.
- B. Car Top Inspection: Provide a car top inspection station with an "Auto-Inspection" switch, an "emergency stop" switch, and constant pressure "up and down" direction and safety buttons to make the normal operating devices inoperative. The station will give the inspector complete control of the elevator. The car top inspection station shall be mounted in the door operator assembly.

2.06 DOOR OPERATION

- A. Door Operation: Provide a direct or alternating current motor driven heavy duty operator designed to operate the car and hoistway doors simultaneously. The door control system shall be digital closed loop and the closed loop circuit shall give constant feedback on the position and velocity of the elevator door. The motor torque shall be constantly adjusted to maintain the correct door speed based on its position and load. All adjustments and setup shall be through the computer based service tool. Door movements shall follow a field programmable speed pattern with smooth acceleration and deceleration at the ends of travel. The mechanical door operating mechanism shall be arranged for manual operation in event of power failure. Doors shall automatically open when the car arrives at the landing and automatically close after an adjustable time interval or when the car is dispatched to another landing. AC controlled units with oil checks, or other deviations are not acceptable.
1. Nudging Operation: The doors shall remain open as long as the electronic detector senses the presence of a passenger or object in the door opening. If door closing is prevented for a field programmable time, a buzzer will sound. When the obstruction is removed, the door will begin to close at reduced speed. If the infra-red door protection system detects a person or object while closing on nudging, the doors will stop and resume closing only after the obstruction has been removed.

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- B. Door Protection Device: Provide a door protection system using microprocessor controlled infra-red light beams. The beams shall project across the car opening detecting the presence of a passenger or object. If door movement is obstructed, the doors shall immediately reopen.

2.07 CAR OPERATING STATION

- A. Car Operating Station, General: The main & auxiliary car controls in new car are to match existing and shall contain the devices required for specific operation mounted in an integral swing return panel requiring no applied faceplate. Swing return shall have a brushed stainless steel finish. The main and auxiliary car operating panel shall be mounted in the return and comply with handicap requirements. Pushbuttons to be stainless steel with a blue halo that illuminates using long lasting LED's. Pushbuttons shall be included for each floor served, and emergency buttons and switches shall be provided per code. Switches for car light and accessories shall be provided to match existing.
- B. Emergency Communications System: Integral phone system provided.
- C. Auxiliary Operating Panel: To match existing cars & include a Digital PI.
- D. Column Mounted Car Riding Lantern: Not required for this application.
- E. Locked service compartment to match existing three (3) cars to include: 2 speed fan switch, Light (on/off), Independent Service, Hoistway Access, Voice Annunciator (on/off), card reader (on/off), Emergency Test Light, Run/Stop and electric outlet.
- F. Provide space for card reader. Card reader shall be furnished and installed by Contractor and shall include reader, cards and security interface with controller that matches and is compatible with the card readers and security systems on the existing elevators.
- G. Engraving to match existing three (3) cars to include: No Smoking, Elevator #, Capacity, Fire Fighters Operation, etc.
- H. Speaker pattern.
- I. ADA integral phone system to match existing three (3) cars.

2.08 CONTROL SYSTEMS

- A. Controller: The elevator control system shall be microprocessor based and software oriented and is able to interface with the existing three (3) TAC 50-04 controllers. Include all controller software upgrades to the existing three (3) elevators. The system shall operate in real time, continuously analyzing the car(s) changing position, condition, and work load. All controller and operational circuits including the brake control and drive system shall be digital. Control of the elevator shall be automatic in operation by means of push buttons in the car numbered to correspond to floors served, for registering car stops, and by "up-down" push buttons at each intermediate landing and "call" push buttons at terminal landings.
 - 1. Momentary pressing of one or more buttons shall dispatch the car to the designated landings in the order in which the landings are reached by the car, irrespective of the sequence in which the buttons are pressed. Each landing call shall be canceled when answered.

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2. When the car is traveling in the up direction, it shall stop at all floors for which car buttons or "up" hall buttons have been pressed. The car shall not stop at floors where "down" buttons have been pressed, unless the stop for that floor has been registered by a car button or unless the down call is at the highest floor for which any buttons have been pressed. Pressing the "up" button when the car is traveling in the down direction shall not intercept the travel unless the stop for that floor has been registered by a car button or unless the up call is the lowest for which any button has been pressed.
 3. When the car has responded to its highest or lowest stop, and stops are registered for the opposite direction, its direction of travel shall reverse automatically and it shall then answer the calls registered for that direction. If both up and down calls are registered at an intermediate floor, only the call corresponding to the direction of car travel shall be canceled upon the stopping of the car at the landing.
 4. A car that is stopping for the last hall call in the preference direction and that hall call is for the opposite direction with no onward car calls, shall reverse preference when the selector position advances to the landing at which the car is committed to stop. A car that is stopping for the last hall call in the preference direction, and that hall call is for the same direction, shall hold its preference until the door is almost closed allowing time for a passenger to register an onward car call which will maintain the preference. If no car call is registered before the door is almost closed, the car will lose its preference and shall be available to accept calls in either direction.
- B. Operation: Selective Collective – ETA based. The system is optimized to get a car to the floor where a hall call has been registered, in the shortest time. The system receives input information from standard call pushbuttons located in the hall, car position and car load information from individual car Loadweighers.

When group operation is required, the group supervisory operation shall be embedded within selected car controllers. No separate group controller shall be supplied. The microprocessor shall constantly scan the system for hall calls. When hall calls are registered, the control system shall immediately calculate the estimated time for arrival using such information as, number of floors to travel from the current position, the time it takes to travel one floor at top speed, calls assigned to a car, and car reversal time to respond to a call in the opposite direction of travel. When a car's status changes or additional hall calls are registered, the estimated time of arrival shall be recalculated and calls reassigned if necessary.

1. Traffic Pattern: The microprocessor shall provide flexibility to meet well defined patterns of traffic, including up peak, down peak, and heavy interfloor demands, and adjust for indeterminate variations in these patterns which occur in buildings.
 2. Artificial Intelligence: Artificial Intelligence shall be an integral part of the group control system software. The enhanced artificial intelligence will optimize the interfloor traffic performance. Inputs for the artificial intelligence shall include accurate passenger load from an electronic loadweigher, probable car calls generated from each hall call, type of building and observed traffic patterns.
- C. Load Weighing Device: Provide a load weighing device on each car which, when the particular car is filled to an adjustable percentage of the capacity load, shall cause the car to bypass landing calls but not car calls. The passed landing calls shall remain registered for the next following car.
1. The device shall be unaffected by the action of compensating chain or rope. The device shall detect a 15 pound (7 Kg.) load change under all conditions.
 2. The load sensor shall use a linear variable differential transformer to accurately measure the weight in the car. The information shall be transferred via a serial link to the elevator controller.

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- D. Anti-Nuisance Call Control: The microprocessor control system shall evaluate the number of people on the car and compare that value to the number of car calls registered. If the number of car calls exceeds the number of people by a field programmable value, the car calls shall be canceled after the first call has been answered.
- E. Position Selector: The position selector shall be part of the microprocessor system. The car position in the hoistway shall be digitized through a primary position encoder. The microprocessor control system shall store the floor position and slow down points in memory.
- F. Motion Control: The drive control system shall be dual-loop feedback system based primarily on car position. The velocity profile shall be calculated by the microprocessor control system producing extremely smooth and accurate stops. The velocity encoder shall permit continuous comparison of machine speed to velocity profile and to actual car speed. This accurate position/velocity feedback shall permit a fast and accurate control of acceleration and retardation.
- G. Motor Pre-Torque: Current shall be applied to the elevator drive before the brake is released and the speed pattern is dictated to eliminate roll back and sling shot effects of unbalanced loads in the car. The electronic loadweigher shall determine the load on the car determining a pre-torque reference to send to the drive.
- H. Emergency Power Operation: (Group 10-D4A) Upon loss of normal power, building-supplied standby power is available to the elevator on the same wires as the normal power. Once the loss of normal power has been detected and standby power is available, one elevator at a time from this four (4) car group will be lowered to a pre-designated landing and will open the doors. After passengers have exited the elevator, the doors are closed and the car shuts down. The next available car in the group will then be selected to lower, allow passengers to exit, close the doors and shutdown. This process is repeated until all cars in the group have been lowered and parked. At this time, an elevator is automatically allowed to continue service using the building-supplied standby power. A manual selection switch is available to override the automatic selection and allow a car in the group to provide service to the building. When normal power is restored, the elevators automatically resume operation.

2.09 HALL STATIONS

- A. Hall Stations, General: Reuse existing vandal resistant buttons with LED halos which illuminate to indicate that a call has been registered at that floor for the indicated direction. Each button shall be provided with an internal automatic stop to prevent damage of switches that register the call. All fixtures shall be vandal resistant type. Provide one pushbutton riser with faceplates having a brushed stainless steel finish.
 - 1. Phase 1 firefighter's service key switch, with instructions, shall be incorporated into the hall station at the designated level.
 - 2. New car must be able to interface with existing hall stations.
- B. Floor Identification Pads: Reuse existing door jamb pads at each floor. Jamb pads shall comply with Americans with Disabilities Act (ADA) requirements.
- C. Hall Position Indicator: Reuse the existing electronic dot matrix position indicator (main level only) and interface with new car. As the car travels, its position in the hoistway shall be indicated by the illumination of the alphanumeric character corresponding to the landing which the elevator is stopped or passing. When hall lanterns are provided, the position indicator shall be combined with the hall lanterns in the same faceplate. Faceplates shall match hall stations.

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- D. Hall lanterns: Reuse the existing hall lanterns which have been provided at each typical landing and located adjacent to the entrance. The lanterns, when illuminated, shall indicate the elevator car that shall stop at the landing and in what direction the car is set to travel. When the car reaches a predetermined distance from the floor where it is going to stop, the corresponding hall lantern shall illuminate and the chime shall sound. The hall lantern shall remain illuminated until the car doors close in preparation for leaving the floor. Illumination of the arrow shall be with LED's.

2.10 MACHINE ROOM (EXISTING)

- A. Reuse the existing machine room.
 - 1. The existing space has been designed for the addition of elevator #1 without modifications.
 - 2. Provide all "Work by Others" as noted above.
- B. A disconnect shall be provided by the elevator contractor for the new elevator in the existing machine room.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Before starting elevator installation, inspect hoistway, hoistway openings, pits and machine rooms, as constructed, verify all critical dimensions, and examine supporting structures and all other conditions under which elevator work is to be installed. Do not proceed with elevator installation until unsatisfactory conditions have been corrected in a manner acceptable to the installer.
- B. Installation constitutes acceptance of existing conditions and responsibility for satisfactory performance.

3.02 INSTALLATION

- A. Install elevator systems components and coordinate installation of hoistway wall construction.
 - 1. Work shall be performed by competent elevator installation personnel in accordance with ASME A17.1, manufacturer's installation instructions and approved shop drawings.
 - 2. Comply with the National Electrical Code for electrical work required during installation.
- B. Perform work with competent, skilled workmen under the direct control and supervision of the elevator manufacturer's experienced foreman.
- C. Elevator contractor to supply all inserts, anchors, bearing plates, brackets, supports, and bracing including all setting templates and diagrams for placement.
- D. Welded construction: Provide welded connections for installation of elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance, and replacement of worn parts. Comply with AWS standards for workmanship and for qualification of welding operators.
- E. Coordination: Coordinate elevator work with Elevator contractors subcontracted trades, for proper time and sequence to avoid construction delays. Use benchmarks, lines, and levels designated by the Contractor, to ensure dimensional coordination of the work.

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- F. Install machinery, guides, controls, car and all equipment and accessories to provide a quiet, smoothly operating installation, free from side sway, oscillation or vibration.
- G. Alignment: Coordinate installation of hoistway entrances with installation of elevator guide rails for accurate alignment of entrances with cars. Where possible, delay final adjustment of sills and doors until car is operable in shaft. Reduce clearances to minimum safe, workable dimensions at each landing.
- H. Reuse existing hoistway sills, headers, and frames; erect fascia and toe guards as part of Elevator contractors work. Reuse the existing sill units and accurately align at all floor landings.
- I. Lubricate operating parts of system, including ropes, as recommended by the manufacturer.

3.03 FIELD QUALITY CONTROL

- A. Acceptance testing: Upon completion of the elevator installation and before permitting use of elevator, perform acceptance tests as required and recommended by Code and governing regulations or agencies. Perform other tests, if any, as required by governing regulations or agencies.
- B. Advise Project Manager, and governing authorities in advance of dates and times tests are to be performed on the elevator.

3.04 ADJUSTING

Make necessary adjustments of operating devices and equipment to ensure elevator operates smoothly and accurately.

3.05 CLEANING

- A. Before final acceptance, remove protection from finished surfaces and clean and polish surfaces in accordance with manufacturer's recommendations for type of material and finish provided. Stainless steel shall be cleaned with soap and water and dried with a non-abrasive surface; it shall not be cleaned with bleach-based cleansers.
- B. At completion of elevator work, remove tools, equipment, and surplus materials from site. Clean equipment rooms and hoistway. Remove trash and debris.

3.06 PROTECTION

At time of Substantial Completion of elevator work, or portion thereof, provide suitable protective coverings, barriers, devices, signs, or other such methods or procedures to protect elevator work from damage or deterioration. Maintain protective measures throughout remainder of construction period.

3.07 DEMONSTRATION

- A. Instruct the City's personnel in proper use, operations, and daily maintenance of elevators. Review emergency provisions, including emergency access and procedures to be followed at time of failure in operation and other building emergencies. Train the City's personnel in normal procedures to be followed in checking for sources of operational failures or malfunctions.

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- B. Make a final check of each elevator operation, with the City's personnel present, immediately before date of substantial completion. Determine that control systems and operating devices are functioning properly.

3.08 ELEVATOR SCHEDULE

- A. Elevator Qty. 1 (New elevator #1 to be interfaced with the existing three (3) elevator's TAC 50-04 microprocessor controllers).
 - 1. Elevator Model: Synergy Building-Supported Performance Series
 - 2. Elevator Type: Gearless Traction Machine Room-Less, Passenger
 - 3. Rated Capacity: 3500 lbs.
 - 4. Rated Speed: 350 ft/min.
 - 5. Operation System: TAC 50-04
 - 6. Travel: 68'-0"
 - 7. Landings: 5 total
 - 8. Openings:
 - a. Front: 5
 - b. Rear: 0
 - 9. Clear Car Inside: 6' - 8" wide x 5' - 5" deep
 - 10. Cab Height: 9'-0" nominal
 - 11. Hoistway Entrance Size: 3' - 6" wide x 8'-0" high
 - 12. Door Type: Center Opening
 - 13. Power Characteristics: 460 volts, 3 Phase, 60 Hz.
 - 14. Seismic Requirements: Zone 1
 - 15. Hoistway Dimensions: 8' - 4" wide x 7' - 10" deep
 - 16. Pit Depth: Walk in Pit.
 - 17. Button & Fixture Style: Vandal Resistant Signal Fixtures to match existing fixtures.

3.09 SPECIAL FEATURES AND CONDITIONS:

- 1. Card Reader provisions
- 2. Voice Annunciator/floor passing tone
- 3. Regenerative Drive
- 4. Existing three (3) controllers software to be upgraded to current requirements.
- 5. Lobby Recall.
- 6. Automatic fan/light shutdown feature
- 7. Ascending car safety
- 8. Vista remote monitoring to interface with the three (3) existing controllers
- 9. Remote Governor reset.
- 10. Integrate new elevator into existing "Fire Command" panel in fire command room on first level to include wiring, PI's, key switches, etc.
- 11. Provide transformers if required.

END OF SECTION