

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DEPARTMENT OF PUBLIC WORKS / MAJOR PROJECTS OFFICE

**BID DOCUMENTS PACKAGE**

**Contract No. 201102206**

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**9TH AVENUE LINCOLN TO OGDEN  
PAVEMENT REHABILITATION**

**August 17, 2011**



**DENVER**  
THE MILE HIGH CITY

**Department of Public Works**  
Engineering Division

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

201 West Colfax Avenue  
Denver, CO 80202  
[www.Work4Denver.com](http://www.Work4Denver.com)

**NOTICE OF APPARENT LOW BIDDER**

**Lafarge North America Inc.**  
1590 W. 12th Avenue  
Denver, CO 80204

The MANAGER OF PUBLIC WORKS has considered the Bids submitted on **September 16, 2011**, for work to be done and materials to be furnished in and for:

**CONTRACT NO 201102206 - 9TH AVENUE LINCOLN TO OGDEN PAVEMENT REHABILITATION**

as set forth in detail in the Contract Documents for the City and County of Denver, Colorado. It appears that your Bid is fair, equitable, and to the best interest of the City and County; therefore, said Bid is hereby accepted at the bid price contained herein, subject to the approval and execution of the Contract Documents by the City in accordance with the Charter of the City and County of Denver, and to your furnishing the items specified below. The award is based on the total bid items: **202-00200 through 632-00000 (Thirty-One [31] Total Bid Items)**, the total estimated cost thereof being: **Nine Hundred Twenty Nine Thousand Five Hundred Forty Seven Dollars and Sixty Cents (\$929,547.60)**.

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 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;
- b. One original plus two copies of the 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**

PROJECT NO. 201102206

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 6<sup>th</sup> day of October 2011.

CITY AND COUNTY OF DENVER

By

George B. Sanner

George Delaney  
Manager of Public Works

GD/tla

cc: H. Woods (CAO), Gallagher (AUD), Schellinger (Treasury/Tax Compliance), DSBO Inbox, Norm Shaw, Merritt (PW-Aud), File.

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

**BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT**

**CONTRACT NO. 201102206**

**9TH AVENUE LINCOLN TO OGDEN PAVEMENT REHABILITATION**

**BIDDER:** Lafarge North America, Inc.

**ADDRESS:** 1590 W. 12th Avenue  
Denver, CO 80204

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. 201102206, 9TH AVENUE LINCOLN TO OGDEN PAVEMENT REHABILITATION**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated August 17, 2011.

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  
Bidder / Contractor / Vendor / Proposer Disclosure Form  
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: Lafarge North America, Inc.*

Name: Brandi Shuler  
By: Brandi Shuler

Title: GM Metro Denver Paving

ATTEST:

By: Ben Felt

[SEAL]

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

**BID FORM**

**CONTRACT NO. 201102206**

**9TH AVENUE LINCOLN TO OGDEN PAVEMENT REHABILITATION**  
**BIDDER Lafarge North America, Inc.**

**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 **August 17, 2011**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **CONTRACT NO. 201102206, 9TH AVENUE LINCOLN TO OGDEN PAVEMENT REHABILITATION**, 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*

Item No.	Description and Price	Estimated Quantity	Estimated Cost
202-00200	<b>Removal of Sidewalk</b> at the unit price of \$ <u>13.00</u> per SQUARE YARD.	100 sy	\$ <u>1,300.00</u>
202-00203	<b>Removal of Curb &amp; Gutter</b> at the unit price of \$ <u>5.50</u> per LINEAR FOOT.	1,000 lf	\$ <u>5,500.00</u>
202-00204	<b>Removal of Asphalt Mat</b> at the unit price of \$ <u>3.20</u> per SQUARE YARD.	12,000 sy	\$ <u>38,400.00</u>
202-00210	<b>Removal of Concrete Pavement</b> at the unit price of \$ <u>9.85</u> per SQUARE YARD.	1,500 sy	\$ <u>14,775.00</u>
202-00210	<b>Removal of Asphalt Mat from Gutter</b> at the unit price of \$ <u>9.00</u> per SQUARE YARD.	1,100 sy	\$ <u>9,900.00</u>
203-00010	<b>Unclassified Excavation C.I.P.</b> at the unit price of \$ <u>26.00</u> per CUBIC YARD.	1,500 cy	\$ <u>39,000.00</u>
203-00100	<b>Muck Excavation</b> at the unit price of \$ <u>26.00</u> per CUBIC YARD.	1,000 cy	\$ <u>26,000.00</u>
208-00100	<b>Storm Drainage Inlet Protection</b> at the unit price of \$ <u>130.00</u> per EACH.	150 ea	\$ <u>19,500.00</u>
210-00050	<b>Reset Ground Sign</b> at the unit price of \$ <u>160.00</u> per EACH.	40 ea	\$ <u>6,400.00</u>
210-00810	<b>Reset Inlet Grate and Frame</b> at the unit price of \$ <u>100.00</u> per EACH.	80 ea	\$ <u>8,000.00</u>
210-04010	<b>Adjust Manhole/Meter/Valve</b> at the unit price of \$ <u>500.00</u> per EACH.	50 ea	\$ <u>25,000.00</u>
210-04020	<b>Restore Landscaping</b> at the unit price of \$ <u>3.30</u> per SQUARE FOOT.	2,740 sf	\$ <u>9,042.00</u>
304-06004	<b>Aggregate Base Course Class 6 or equilivant C.I.P.</b> at the unit price of \$ <u>37.00</u> per CUBIC YARD.	500 cy	\$ <u>18,500.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
403-00000	<b>HBP Type-G (4")</b> at the unit price of \$ <u>3.00</u> per SQUARE YARD/INCH.	48,000 syi	\$ <u>144,000.00</u>
403-00720	<b>HBP Patch</b> at the unit price of \$ <u>120.00</u> per TON.	200 tn	\$ <u>24,000.00</u>
403-33751	<b>HBP Type-S (2.5")</b> at the unit price of \$ <u>3.15</u> per SQUARE YARD/INCH.	30,000 syi	\$ <u>94,500.00</u>
403-34741	<b>HBP Type SX (2") (PG 64-22)</b> at the unit price of \$ <u>3.40</u> per SQUARE YARD/INCH.	24,000 syi	\$ <u>81,600.00</u>
412-00800	<b>Concrete Pavement (Cross Pans, Driveways)(8")</b> at the unit price of \$ <u>50.30</u> per SQUARE YARD.	1,500 sy	\$ <u>75,450.00</u>
608-00010	<b>Concrete Curb Ramp</b> at the unit price of \$ <u>86.50</u> per SQUARE YARD.	110 sy	\$ <u>9,515.00</u>
608-00015	<b>Truncated Domes (Wet Set)</b> at the unit price of \$ <u>36.00</u> per SQUARE FOOT.	400 sf	\$ <u>14,400.00</u>
608-01185	<b>Concrete Sidewalk 4"</b> at the unit price of \$ <u>33.00</u> per SQUARE YARD.	400 sy	\$ <u>13,200.00</u>
609-00010	<b>Concrete Gutter Overlay</b> at the unit price of \$ <u>6.60</u> per LINEAR FOOT.	3,116 lf	\$ <u>20,565.60</u>
609-20000	<b>Curb &amp; Gutter Type II, Section 2B</b> at the unit price of \$ <u>15.50</u> per LINEAR FOOT.	2,000 lf	\$ <u>31,000.00</u>
625-00001	<b>Construction Surveying and Control Monumentation</b> at the unit price of \$ <u>8,000.00</u> per LUMP SUM.	1 ls	\$ <u>8,000.00</u>
625-00505	<b>Design Survey and Construction Plans</b> at the unit price of \$ <u>8,000.00</u> per LUMP SUM.	1 ls	\$ <u>8,000.00</u>
627-00005	<b>Epoxy Pavement Markings</b> at the unit price of \$ <u>400.00</u> per GALLON.	5 gal	\$ <u>2,000.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
627-00310	<b>Thermo Plastic Pavement Markings( X-Walk, Stop Line)</b> at the unit price of \$ <u>4.00</u> per SQUARE FOOT.	500 sf	\$ <u>2,000.00</u>
627-30205	<b>Preformed Plastic Pavement Markings Word Symbol</b> at the unit price of \$ <u>50.00</u> per SQUARE FOOT.	100 sf	\$ <u>5,000.00</u>
630-00003	<b>Uniformed Traffic Control</b> at the unit price of \$ <u>70.00</u> per HOUR.	40 hr	\$ <u>2,800.00</u>
630-00204	<b>Traffic Control (Arterial)</b> at the unit price of \$ <u>1,410.00</u> per LUMP SUM/DAY.	120 ls/day	\$ <u>169,200.00</u>
632-00000	<b>Public information</b> at the unit price of \$ <u>3,000.00</u> per LUMP SUM.	1 ls	\$ <u>3,000.00</u>

**Total Bid Amount of:**

Nine hundred twenty nine thousand, five hundred forty seven  
dollars and sixty cents

Dollars (\$ 929,547.60 )

[Total bid amount equals the sum of each estimated cost for item numbers 202-00200 through 632-00000 (Thirty-One [31] Total Bid Items)]

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

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

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

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

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

None

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

(Copy this page if additional room is required.)



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

**List of Proposed Minority/Woman Business Enterprise  
Bidders, Subcontractors, Suppliers (Manufacturers) or Brokers**

**City and County of Denver Contract No.:**

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

**Prime Bidder**

Business Name:	Lafarge North America		
Address:	1590 W. 12th Ave, Denver, CO 80204	Contact Person:	Chris Nalstra
Type of Service:	Asphalt Paving Construction	Dollar Amount: \$:	929517.60

**MBE or WBE Prime Bidder**

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

**Subcontractors, Suppliers Manufacturers or Brokers (check one box)**

<input checked="" type="checkbox"/> Subcontractor (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)
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Business Name:	Chatos Concrete LLC		
Address:	P.O. Box 21008, Denver CO 80221		
Contact Person:	Marlene Andrade	Type of Service:	Concrete Flatwork
		Dollar Amount: \$:	193486

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

<input type="checkbox"/> Subcontractor (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)
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Business Name:			
Address:			
Contact Person:			

Subcontractors, Suppliers Manufacturers or Brokers (check one box)				
<input type="checkbox"/> Subcontractor (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)	
Business Name:				
Address:		Type of Service:		
Contact Person:		Dollar Amount: \$:		Percent of Project:
<input type="checkbox"/> Subcontractor (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)	
Business Name:				
Address:		Type of Service:		
Contact Person:		Dollar Amount: \$:		Percent of Project:
<input type="checkbox"/> Subcontractor (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)	
Business Name:				
Address:		Type of Service:		
Contact Person:		Dollar Amount: \$:		Percent of Project:
<input type="checkbox"/> Subcontractor (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)	
Business Name:				
Address:		Type of Service:		
Contact Person:		Dollar Amount: \$:		Percent of Project:
<input type="checkbox"/> Subcontractor (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)	
Business Name:				
Address:		Type of Service:		
Contact Person:		Dollar Amount: \$:		Percent of Project:
<input type="checkbox"/> Subcontractor (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)	
Business Name:				
Address:		Type of Service:		
Contact Person:		Dollar Amount: \$:		Percent of Project:
<input type="checkbox"/> Subcontractor (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)	

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: 1590 W. 12<sup>th</sup> Avenue

City, State, Zip Code: Denver, CO 80204

Telephone Number of Bidder: 303-657-4200 Fax No. 303-657-4414

Social Security or Federal Employer ID Number of Bidder: 58-1290226

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

Jefferson County 2010-2011 Asphalt Overlay - Jefferson County, CO

For information relative thereto, please refer to:

Name: Jeremy Reichert

Title: Project Manager, Jefferson County Road & Bridge

Address: 21401 Golden Gate Canyon Road, Golden, CO 80403

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

Addenda Number 1 Date 9/9/2011

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

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

Dated this 16<sup>th</sup> day of September, 2011.

**Signature of Bidder:**

If an Individual: \_\_\_\_\_ doing business

as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

by: \_\_\_\_\_ General Partner.

If a Corporation: \_\_\_\_\_

a Maryland Corporation,by: Brenda Shuler, its President.

Brenda Shuler, GM, Metro Denver Paving

Attest: Brenda Shuler

Secretary

(Corporate Seal)

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

Firm: \_\_\_\_\_

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

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

(If a Corporation)

Attest:

Title: \_\_\_\_\_

Secretary

(Corporate Seal)

Firm: \_\_\_\_\_

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

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

(If a Corporation)

Attest:

Title: \_\_\_\_\_

Secretary

(Corporate Seal)

Firm: \_\_\_\_\_

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

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

(If a Corporation)

Attest:

Title: \_\_\_\_\_

Secretary

(Corporate Seal)



DENVER<sup>®</sup>  
THE MILE HIGH CITY

**Commitment to  
Minority and Women Business Enterprise  
Participation**

Office of Economic Development  
Division of Small Business Opportunity  
Compliance Unit

Colfax Avenue, Dept. 907  
Denver, CO 80202  
Phone: 720-913-1999  
Fax: 720-913-1803

***The undersigned has satisfied the MBE and/or WBE participant requirements in the following manner (Please check the appropriate box):***

The Bidder is committed to a minimum of **15.00 % MBE and/or WBE** utilization on the project, and will submit Letters of Intent for each MBE or WBE listed in the Bid Forms, within three (3) working days after the bid opening.

The Bidder is unable to meet the project goal of **15.00 % MBE/WBE**, but is committed to a minimum of \_\_\_\_\_ % **MBE/WBE** utilization on the project. The Bidder understands that they must submit a detailed statement of their good faith efforts, which occurred prior to the bid opening, to meet the project goal, and must submit Letters of Intent for each MBE or WBE listed in the Bid Forms, within three (3) working days after the bid opening.

Bidder (Name of Firm): Lafarge North America, Inc.

Firm's Representative (Please print): Brenda Shuler

Signature (Firm's Representative): Brenda Shuler

Title: GM Metro Denver Paving

Address: 1590 W. 12<sup>th</sup> Avenue

City: Denver

State: CO

Zip: 80204

Phone: 303-657-4200

Fax: 303-657-4414

**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](mailto:dsbo@denvergov.org), OR
- Fax: 720-913-1803, OR
- Hand-Delivery: Office Economic Dev. 7<sup>th</sup> Fl., "DSBO Inbox"

Contract No.:	Project Name:		
<b>A. The Following Section Is To Be Completed by the Bidder/Consultant</b> <b>This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE or DBE</b>			
Name of Bidder/Consultant:		Phone:	
Contact Person:	Email:	Fax:	
Address:	City:	State:	Zip:
<b>B. The Following Section is To Be Completed by the M/WBE, SBE or DBE, at any Tier</b> <b>This Letter of Intent Must be Signed by the M/WBE, SBE or DBE and Bidder/Consultant</b>			
Name of Certified Firm:		Phone:	
Contact Person:	Email:	Fax:	
Address:	City:	State:	Zip:
Please check the designation which applies to the certified firm.	<input type="checkbox"/> MBE/WBE (✓)	<input type="checkbox"/> SBE (✓)	<input type="checkbox"/> DBE (✓)
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: _____			
<b>A Copy of the M/WBE, SBE or DBE Letter of Certification must be Attached</b>			
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/DBEs scope of work or supply corresponds to.</u>			
<input type="checkbox"/> Subcontractor/Subconsultant (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> 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:			
\$	%		
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:		%	
If the fee amount of the work to be performed is requested, the fee amount, is: \$			
Bidder/Consultant's Signature:		Date:	
Title:			
M/WBE, SBE or DBE		Date:	
Firm's Signature:			
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 11/30/10

### 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.*

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

<b>Select One ✓</b>	<b>SUBMITTED VIA...</b> (Bidder/Consultant is strongly urged to deliver the LOI via one of the methods below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/>	Email to DSBO@denvergov.org
<input type="checkbox"/>	Fax to 720-913-1803
<input type="checkbox"/>	Hand Delivery to Office of Economic Development, 7 <sup>th</sup> Floor, "DSBO Inbox"

**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.**



DENVER<sup>®</sup>  
THE MILE HIGH CITY

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

## Joint Venture Affidavit

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

Name of Firm:

Print Name:

Title

Signature:

Date:

Notary Public

County of

State of

My Commission Expires:

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Seal

Notary Signature: \_\_\_\_\_

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: \_\_\_\_\_



## JOINT VENTURE ELIGIBILITY FORM

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

**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 five (5) days prior to bid opening or proposal.

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

### Joint Venture Information

Name:	Contact Person:
-------	-----------------

Address:			
----------	--	--	--

City:	State:	Zip:	Phone:
-------	--------	------	--------

### Joint Venture Participants

Name:	Contact Person:
-------	-----------------

Address			
---------	--	--	--

City	State:	Zip:	Phone:
------	--------	------	--------

% Ownership:	Certifying Entity:	Type Certification & Date: (S/M/W or DBE)
--------------	--------------------	--

Type of Work for which Certification was granted:			
---	--	--	--

Name:	Contact Person:
-------	-----------------

Address			
---------	--	--	--

City	State:	Zip:	Phone:
------	--------	------	--------

% Ownership:	Certifying Entity:	Type Certification & Date: (S/M/W or DBE)
--------------	--------------------	--

Type of Work for which Certification was granted:			
---	--	--	--

### General Information

SBE/MBE/WBE/DBE Initial Capital Contributions: \$ %		
---	--	--

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):			
--	--	--	--

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

## 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)

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

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

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

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

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

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

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

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

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

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

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

	Non- SBE/MBE/WBE/DBE	SBE/MBE/WBE/DBE	Joint Venture
<b>Management</b>			
<b>Administrative</b>			
<b>Support</b>			
<b>Hourly Employees</b>			

## JOINT VENTURE ELIGIBILITY FORM

### General Information

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

Who will they be employed by?

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

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

Number of employees	Position	Employed By

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

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


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

COMP-FRM-015

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, and authorized to do business within the State of Colorado, as Surety, are held and firmly bound unto the City and County of Denver, Colorado, as Obligee, in full and just sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said Principal is herewith submitting its bid, dated \_\_\_\_\_, 20\_\_\_\_, for the construction of: **Contract No. 201102206, 9TH AVENUE LINCOLN TO OGDEN PAVEMENT REHABILITATION**, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado, and said Obligee has required as a condition for receiving said bid that the Principal deposit specified bid security in the amount of not less than five percent (5%) of the amount of said bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract, for such construction and furnish required Performance and Payment Bond if the contract is offered him that said sum be paid immediately to the Obligee as liquidated damages, and not as a penalty, for the Principal's failure to perform.

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

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By \_\_\_\_\_

Secretary

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By \_\_\_\_\_

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

[SEAL]

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

**CONTRACT NO. 201102206**

**PROJECT NAME: 9TH AVENUE LINCOLN TO OGDEN PAVEMENT REHABILITATION**

**ADDENDUM NO. 1 TO CONTRACT DOCUMENTS**

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

**BID FORM PACKAGE**

- None

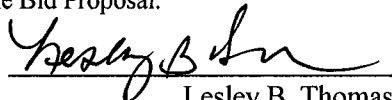
**BID DOCUMENT PACKAGE**

- Delete Highway Prevailing Wage Rates, Mod. 6, dated August 5, 2011 and
- Replace with Highway Prevailing Wage Rates, Mod. 7, dated August 19, 2011 (11 Pages Attached)
- Insert following pages after PSP-39 Appendix A - MGPEC Specifications (5 Pages Attached)
- Insert Appendix B - TES letter and Accepted Phasing, following Appendix A (1 Pages Attached)

**SUPPLEMENTAL INFORMATION**

- The use of recycled asphalt shingles (RAS) is **prohibited**. If asphalt shingles are detected in the mat, the mat is subject to removal and replacement "at the contractor's expense."

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

  
Lesley B. Thomas  
City Engineer  
9.9.11

Date

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

\_\_\_\_\_  
Contractor

**ADDENDUM NO. 1**

DATE: \_\_\_\_\_



**Career Service Authority**  
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](http://www.denvergov.org/csa)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Meredith Creme, Associate Human Resource Professional  
DATE: Friday August 19, 2011  
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 Authority 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 Highway rates issued by CSA.

The effective date for this publication is **Friday August 19, 2011** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO080014  
Superseded General Decision No. CO20070014  
Modification No. 7  
Publication Date: 08-12-2011  
(11 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) 913-5009

Attachments as listed above.

General Decision Number: CO100014 08/12/2011 CO14

Superseded General Decision Number: CO20080014

State: Colorado

Construction Type: Highway

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

#### HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	05/07/2010
2	06/04/2010
3	08/06/2010
4	10/08/2010
5	07/15/2011
6	07/29/2011
7	08/12/2011

ELEC0012-005 06/01/2009

#### PUEBLO COUNTY

	Rates	Fringes
--	-------	---------

##### ELECTRICIAN (Excluding traffic signal installation)

Electrical work where the total cost is \$150,000 or less.....	\$ 22.85	10.79
Electrical work where the total cost is over \$150,000.	\$ 27.00	10.91

##### TRAFFIC SIGNALIZATION:

###### Traffic Signal Installation

Zone 1.....	\$ 23.83	13.75%+4.75
Zone 2.....	\$ 26.83	13.75%+4.75

#### TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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

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

---

ELEC0068-012 06/01/2011

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

	Rates	Fringes
--	-------	---------

ELECTRICIAN (Excluding traffic signal installation).....\$ 31.60	12.52
TRAFFIC SIGNALIZATION:	
Traffic Signal Installation	
Zone 1.....\$ 23.83	13.75%+4.75
Zone 2.....\$ 26.83	13.75%+4.75

#### TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

---

\* ELEC0113-005 06/01/2011

#### EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....\$ 28.55	14.46	
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....\$ 23.83	13.75%+4.75	
Zone 2.....\$ 26.83	13.75%+4.75	

#### TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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

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

---

ELEC0969-005 06/01/2009

#### MESA COUNTY

	Rates	Fringes
ELECTRICIAN (Excluding traffic signal installation).....\$ 20.31	8.92	
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....\$ 23.83	13.75%+4.75	
Zone 2.....\$ 26.83	13.75%+4.75	

## TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

ENGI0009-002 05/01/2010

	Rates	Fringes
Power equipment operators:		
Asphalt Screed.....\$ 23.67	9.22	
Bituminous or Asphalt Spreader/Laydown Machine....\$ 23.67	9.22	
Bulldozer.....\$ 23.67	9.22	
Crane: 50 tons and under....\$ 23.82	9.22	
Crane: 51 to 90 tons.....\$ 23.97	9.22	
Crane: 91 to 140 tons.....\$ 24.12	9.22	
Crane: 141 tons and over....\$ 24.88	9.22	
Drill Operator: William		
MF/Watson 2500 only.....\$ 23.97	9.22	
Grader/Blade: Finish.....\$ 23.97	9.22	
Grader/Blade: Rough.....\$ 23.67	9.22	
Loader: Barber Green, etc.		
& Up to and including 6 cubic yards.....\$ 23.67	9.22	
Loader: Mechanic/Welder (heavy duty).....\$ 23.97	9.22	
Loader: Over 6 cubic yards..\$ 23.82	9.22	
Mechanic and/or Welder (Includes heavy duty & combination mechanic and welder):.....\$ 26.12	9.22	
Oiler.....\$ 22.97	9.22	
Power Broom: 70 HP and over....\$ 23.67	9.22	
Power Broom: Under 70 HP....\$ 22.97	9.22	
Roller (excluding dirt & soil compaction): Self-propelled, all types over 5 tons.....\$ 23.67	9.22	
Roller (excluding dirt & soil compaction): Self-propelled, rubber tires under 5 tons.....\$ 23.32	9.22	
Scraper: Single bowl including pups 40 cubic yards and tandem bowls and over.....\$ 23.97	9.22	
Scraper: Single bowl under 40 cubic yards.....\$ 23.82	9.22	
Trackhoe.....\$ 23.82	9.22	

LAB00086-002 05/01/2009

Rates	Fringes
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**Laborers:**

Asphalt Laborer/Raker, Common Laborer & Concrete Laborer/Mason Tender.....\$ 18.68	6.78
--	------

SUCO2001-003 12/20/2001

	Rates	Fringes
BRICKLAYER.....\$ 15.55		2.85

**Carpenters:**

Form Work (Excluding Curbs & Gutters).....\$ 16.54	3.90
All Other Work.....\$ 16.61	3.88

Concrete Finisher/Cement Mason...\$ 16.05	3.00
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**Ironworkers:**

Bridge Rail (Excludes Guardrail).....\$ 18.22	6.01
Reinforcing.....\$ 16.69	5.45

**Laborers:**

Fence Erector (Includes fencing on bridges).....\$ 13.02	3.20
Form Work (Curbs & Gutters only).....\$ 11.85	3.45
Guardrail Erector (Excludes bridgerail).....\$ 12.89	3.20
Landscape and Irrigation Laborer.....\$ 12.26	3.16
Pipelaying.....\$ 13.55	2.41
Striping Laborer (Pre-form layout and removal of pavement markings).....\$ 12.62	3.21
Traffic and Sign Laborer (Sets up barricades and cones, and installs permanent signs).....\$ 12.43	3.22
Traffic Director/Flagger....\$ 9.55	3.05

**Painters:**

Brush.....\$ 16.94	2.10
Spray.....\$ 16.99	2.87

**Power equipment operators:**

Backhoes.....\$ 16.54	4.24
Bobcat/Skid Loader.....\$ 15.37	4.28
Compactor - Dirt & Soil Only.....\$ 16.70	3.30
Concrete Pump Operator.....\$ 16.52	4.30
Drill Operator: All except William MF/ Watson 2500.....\$ 16.74	2.66
Forklift.....\$ 15.91	4.09
Post Driver/Punch Machine...\$ 16.07	4.41
Rotomill Operator.....\$ 16.22	4.41
Tractor.....\$ 13.13	2.95

**TRAFFIC SIGNALIZATION:**

Traffic Signal Installation

Groundman	
Class C.....	\$ 11.44
	3.25

Truck drivers:

FLOATS-Semi Truck.....	\$ 14.86	3.08
Multipurpose Truck-		
Specialty & Hoisting.....	\$ 14.35	3.49
Pickup Truck (Includes		
Pilot and Sign/Barricade		
Truck).....	\$ 13.93	3.68
Single Axle Truck.....	\$ 14.24	3.77
Truck Mechanic.....	\$ 16.91	3.01

-----  
TEAM0435-002 05/01/2000

Rates	Fringes
-------	---------

Truck drivers:

Distributor Truck.....	\$ 15.80	5.27
Dump Truck: Over 14 cubic		
yards to and including 29		
cubic yards.....	\$ 15.27	5.27
Dump Truck: Over 29 cubic		
yards to and including 79		
cubic yards.....	\$ 15.80	5.27
Dump Truck: Over 79 cubic		
yards.....	\$ 16.45	5.27
Dump Truck: To and		
including 6 cubic yards &		
over 6 cubic yards to and		
including 14 cubic yards;		
Water Truck.....	\$ 14.93	5.27
Low Boy Truck.....	\$ 17.25	5.27

=====

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

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

=====

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

**Career Service Authority**  
**Supplemental to the Davis-Bacon *HIGHWAY* Construction Projects rates**  
**(Specific to the Denver Projects)**  
**(Supp 34, Date: 08-19-11)**

Classification		Rate	Time
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (Tunnels Above and Below Ground, shafts and raises):			
	GROUP 1	\$25.12	\$10.81
	GROUP 2	\$25.47	\$10.85
	GROUP 3	\$25.57	\$10.86
	GROUP 4	\$25.82	\$10.88
	GROUP 5	\$25.97	\$10.90
	GROUP 6	\$26.12	\$10.91
	GROUP 7	\$26.37	\$10.94
Power Equipment Operators:			
	GROUP 1	\$22.97	\$10.60
	GROUP 2	\$23.32	\$10.63
	GROUP 3	\$23.67	\$10.67
	GROUP 4	\$23.82	\$10.68
	GROUP 5	\$23.97	\$10.70
	GROUP 6	\$24.12	\$10.71
	GROUP 7	\$24.88	\$10.79
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Plumbers		\$30.19	\$13.55
Pipefitters		\$30.45	\$12.85
Truck Drivers:			
	GROUP 1	\$18.42	\$10.00
	GROUP 2	\$19.14	\$10.07
	GROUP 3	\$19.48	\$10.11
	GROUP 4	\$20.01	\$10.16
	GROUP 5	\$20.66	\$10.23
	GROUP 6	\$21.46	\$10.31

POWER EQUIPMENT OPERATOR CLASSIFICATIONS  
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

*NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.*

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1 - Air compressor, brakeman, drill operator -smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less

GROUP 2 - Conveyor, handling building materials, ditch witch and similar trenching machine, forklift, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier, self-propelled roller, rubber-tires under 5 tons.

GROUP 3 - asphalt plant, backfiller; cableway signalman; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, elevating graders, elevator operator, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, hydraulic backhoes; road stabilization machine, sandblasting Machine, single unit portable crusher, with or without washer, Tie tamper, wheel mounted, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, clamshells, 5 cubic yards and under, concrete mixer over 1 Cubic yard, concrete pavers 34E or similar, grade Checker, hoist, 2 drums, mechanic, mixer mobile, Portable crusher, with or without washer; tractor with sideboom, roto-M ill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and Backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, motor grader blade-finish, hoist 3 drum or more.

GROUP 6 - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader.

GROUP 7 - tower cranes all types.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Greasemen, Servicemen and Ambulance Drivers, Battery Men, Shuttle Truck or Bus, Flat Rack Tandem Axle.

GROUP 2 - Fork Lift Driver, Straddle Truck Driver, Lumber Carrier, Liquid and Bulk Tankers Single Axle, Combination, Euclid Electric or Similar, Specialty and Hoisting, Truck Drivers Fuel Truck, Grease Truck, Combination Fuel and Grease.

GROUP 3 - Truck Driver Snow Plow, Truck Driver Dump or Type Jumbo and similar type equipment.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards, Tire Man, Cab Operated Distributor Truck Driver.

GROUP 5 - Heavy Duty Diesel Mechanic, Body Man, Welders or Combination Men.

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

## **Appendix A**

### **MGPEC Specifications**

Agency#1: CCD Project Number: CE10138  
Agency#2:

Date: 8/11/11 Project Name: 9th Ave Pavement Rehabilitation

**MGPEC  
Form # 9 (5-3-2006)**

**• Mixture Design Requirements for  
Hot Mix Asphalt Pavements (HMAP)**

**• Project Special Provision Sheet for Hot Mix Asphalt Pavements (HMAP)**

This MGPEC Form #9 is a **mandatory part of the bid documents**, and \* shall be filled out by the AGENCY for each mix specified. The Contractor shall include a copy of this form with each Mix Design submittal after the contract is awarded.

Street Classification: Collector

(examples: Residential, Collector, Arterial, Industrial, Parking Lot or actual name for Project)

\* Construction Application:  Top Lift  Intermediate Lift(s)  Bottom Lift(s)  
 Patching  Other \_\_\_\_\_

\* Aggregate Gradation:  Grading SX  Grading S  Grading SG  
Top Lift only when 2.5" or less thick lift Top=High Traffic, lower when 2.5" to 3.5" thick lifts Lower or Bottom Lifts only when 3.5" lifts, NEED big rollers

\* RAP Quantity, Maximum:  0%  20% \* note = depends on approved texture of mix

\* Superpave Gyratory Mix Design Method & Compaction Level:

$N_{design}$  (See Table 9.3.2)  pre 2001 levels Choose Lab Compaction Level ( $N_{design}$ ) from Traffic Level

$N_{design}=50$   new category (new 2001 Traffic Category Level 0: Paths & non-Vehicular)

$N_{design}=75$   N=68 (Traffic Level 1, Traffic Loading: 0 to <300,000 ESALs)  
 N=76 (Traffic Level 2, Traffic Loading: 300,000 to <1 Million ESALs)  
 N=86 (Traffic Level 3, Traffic Loading: 1 Million to <3 Million ESALs)

$N_{design}=100$   N=96 (Traffic Level 4, Traffic Loading: 3 Million to <10 Million ESALs)  
 N=109 (Traffic Level 5, Traffic Loading: 10 Million to <30 Million ESALs)

\* Asphalt Binder:  PG 58-28 (For Traffic Levels 1, 2 or 3) ⇒ help reduce low temperature cracks

PG 64-22 (For Traffic Levels 3, 4 or 5) ⇒ for higher axle load traffic

PG 76-28 (For Traffic Levels 3, 4 or 5) ⇒ for high priority roads, high axle loads, slow moving or stop & go traffic flow conditions)

\* Target Job Mix Optimum Asphalt Content Selection (see November 19, 2003 Technical Advisory):

**Standard => Choose Target % AC at close to 4.0% (3.5 % to 4.5 % Air Voids per MGPEC 2001 version & CDOT 2001-2002). Also, all mix design VMA requirements of Table 9.2.1.3 are reduced by 0.3%. Bid prices will be \$ per ton of mix.**

**Added Mix Design Specifications:**

- Dust/Asphalt ratio (CP-50-05) for Fine Gradation to be 0.6 to 1.2 (Mix Design)
- Aggregate Degradation by Micro Deval (CP-L 4211):
  - Combined Aggregate shall not exceed 18 for mix design, shall not exceed 20 during production.

Agency#1: CCD Project Number: CE10138  
Agency#2:

Date: 8/11/11 Project Name: 9th Ave Pavement Rehabilitation

A completed MGPEC Form #9 shall supplement the MGPEC Construction Specifications defining the contract specific requirements of Item 9: Hot Mix Asphalt Pavement (HMAP). Refer to the Specifications for details.

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 Patching  Other \_\_\_\_\_

\* Aggregate Gradation:  Grading SX  
Top Lift only when 2.5" or less thick lift  Grading S  
Top=High Traffic, lower when 2.5" to 3.5" thick lifts  Grading SG  
Lower or Bottom Lifts only when 3.5" lifts, NEED big rollers

\* RAP Quantity, Maximum:  0%  20% \*\*= note = depends on approved texture of mix

\* Superpave Gyratory Mix Design Method & Compaction Level:

N<sub>design</sub> (See Table 9.3.2) ♦ pre 2001 levels Choose Lab Compaction Level (N<sub>design</sub>) from Traffic Level

N<sub>design</sub>=50 ♦ new category (new 2001 Traffic Category Level 0: Paths & non-Vehicular)

N<sub>design</sub>=75 ♦ N=68 (Traffic Level 1, Traffic Loading: 0 to <300,000 ESALs)  
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- Aggregate Degradation by Micro Deval (CP-L 4211)

**MGPEC Form #9**

(5-3-06) to be used with :

MGPEC Pavement Design Standards and Construction Specifications - 2001 version with certain Feb 2002 & March 2002 updated pages  
Project Special Provisions for Hot Mix Asphalt Pavements (HMAP) Item 9 Mixture Design and Production Requirements

Agency#1: CCD Project Number: CE10138

Agency#2:

Date: 8/11/11

Project Name: 9th Ave Pavement Rehabilitation

- o Combined Aggregate shall not exceed 18 for mix design, shall not exceed 20 during production.

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\* Superpave Gyratory Mix Design Method & Compaction Level:

$N_{design}$  (See Table 9.3.2) ♦ pre 2001 levels Choose Lab Compaction Level ( $N_{design}$ ) from Traffic Level

$N_{design} = 50$  ♦ new category (new 2001 Traffic Category Level 0: Paths & non-Vehicular)

$N_{design} = 75$  ♦  $N=68$  (Traffic Level 1, Traffic Loading: 0 to <300,000 ESALs)  
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$N_{design} = 100$  ♦  $N=96$  (Traffic Level 4, Traffic Loading: 3 Million to <10 Million ESALs)  
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\* Target Job Mix Optimum Asphalt Content Selection (see November 19, 2003 Technical Advisory):

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*(5-3-06) to be used with :*

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Project Special Provisions for Hot Mix Asphalt Pavements (HMAP) Item 9 Mixture Design and Production Requirements

Agency#1: CCD Project Number: CE10138  
Agency#2:

Date: 8/11/11 Project Name: 9th Ave Pavement Rehabilitation

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Date: 8/11/11 Project Name: 9th Ave Pavement Rehabilitation

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## **Appendix B**

### **TES Letter and Accepted Phasing**

---

**From:** Saejiw, Joe - PW  
**Sent:** Wednesday, August 03, 2011 3:41 PM  
**To:** Shaw, Norman L. - PW Street Maintenance  
**Subject:** Street Occupancy Request: Street Maintenance

Norm,

Your contractor is allowed to close 3 blocks & 2 intersections (residential only) for the 9<sup>th</sup> Ave redevelopment.

Porames Joe Saejiw, P.E.  
2000 West 3rd Ave.  
Denver, CO 80223  
Phone: (303) 446-3486  
Fax:(303) 446-3442

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

**TABLE OF CONTENTS FOR CONTRACT DOCUMENTS**

<b>BID FORM AND SUBMITTAL PACKAGE</b>	<b><u>PAGE</u></b>
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**BID DOCUMENTS**

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Contract Form	BDP-26 through BDP-30
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Technical Specifications	47 Pages
Contract Drawings	16 Sheets



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

**PROJECT NO. 201102206**

**9<sup>TH</sup> AVENUE LINCOLN TO OGDEN PAVEMENT REHABILITATION**

**STATEMENT OF QUANTITIES**

<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>
202-00200	Removal of Sidewalk	100 sy
202-00203	Removal of Curb & Gutter	1,000 lf
202-00204	Removal of Asphalt Mat	12,000 sy
202-00210	Removal of Concrete Pavement	1,500 sy
202-00210	Removal of Asphalt Mat from Gutter	1,100 sy
203-00010	Unclassified Excavation C.I.P.	1,500 cy
203-00100	Muck Excavation	1,000 cy
208-00100	Storm Drainage Inlet Protection	150 ea
210-00050	Reset Ground Sign	40 ea
210-00810	Reset Inlet Grate and Frame	80 ea
210-04010	Adjust Manhole/Meter/Valve	50 ea
210-04020	Restore Landscaping	2,740 sf
304-06004	Aggregate Base Course Class 6 or equivlant C.I.P.	500 cy
403-00000	HBP Type-G (4")	48,000 syi
403-00720	HBP Patch	200 tn
403-33751	HBP Type-S (2.5")	30,000 syi
403-34741	HBP Type SX (2") (PG 64-22)	24,000 syi
412-00800	Concrete Pavement (Cross Pans, Driveways)(8")	1,500 sy
608-00010	Concrete Curb Ramp	110 sy
608-00015	Truncated Domes (Wet Set)	400 sf
608-01185	Concrete Sidewalk 4"	400 sy
609-00010	Concrete Gutter Overlay	3,116 lf
609-20000	Curb & Gutter Type II, Section 2B	2,000 lf
625-00001	Construction Surveying and Control Monumentation	1 ls
625-00505	Design Survey and Construction Plans	1 ls
627-00005	Epoxy Pavement Markings	5 gal
627-00310	Thermo Plastic Pavement Markings( X-Walk, Stop Line)	500 sf
627-30205	Preformed Plastic Pavement Markings Word Symbol	100 sf
630-00003	Uniformed Traffic Control	40 hr
630-00204	Traffic Control (Arterial)	120 ls/day
632-00000	Public information	1 ls

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

**NOTICE FOR INVITATION FOR BIDS**  
**FOR CONTRACT NO. 201102206**

**9TH AVENUE LINCOLN TO OGDEN PAVEMENT REHABILITATION**

**BID SCHEDULE:**  
**11:00 AM, Local Time**  
**SEPTEMBER 16, 2011**

Sealed bids will be received at the Office of Economic Development (OED) Reception Desk located on the 2<sup>nd</sup> floor at 201 West Colfax, 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.I.4 on the 4<sup>th</sup> floor at 201 West Colfax, Denver, Colorado 80202:

Prior to submitting a bid, the bidder shall consult the Contractor's Bulletin Board located at 201 W. Colfax, 2<sup>nd</sup> Floor, Denver, Colorado, 80202 and/or [www.work4denver.com](http://www.work4denver.com) .

**GENERAL STATEMENT OF WORK:**

Removal and replacement of asphalt pavement, curb and gutter, and upgrade of curb ramps on an as needed basis, to restore pavement and improve drainage.

**ESTIMATED CONSTRUCTION COST:**

The estimated cost of construction for this project is between \$985,000.00 and \$1,205,000.00.

**DOCUMENTS AND BID INFORMATION AVAILABLE:**

Contract Documents complete with Technical Specifications and, if applicable, construction drawings will be available on the first day of publication at: [www.work4denver.com](http://www.work4denver.com) . To download digital Contract Documents at a cost of 10 per download, reference eBid Document Number #**1698987**. Contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance.

**PRE-BID CONFERENCE:**

A pre-bid conference will be held for this Project at 10:00, local time, on AUGUST 24, 2011. This meeting will take place at the Central Platte Campus, Building 2 Training Room, 1271 W. Bayaud, Denver

**PREQUALIFICATION REQUIREMENTS:**

Each bidder must be prequalified as a 5A – Asphalt Contractor in the \$1,500,000.00 monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the bid opening date. Applications must be submitted to the Department of Public Works, Prequalification Section, 201 West Colfax Avenue, Department 506, Denver, Colorado 80202. To view the Rules and Regulations and to obtain a prequalification application, please visit our website at [www.denvergov.org/prequalification](http://www.denvergov.org/prequalification) or call 720-865-2539 for prequalification information ONLY.

**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:

**15.00% 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.

If applicable, a shortened version of this Notice of Invitation for Bids and the Statement of Quantities can be viewed on the City and County of Denver website at:

<http://www.denvergov.org/SearchBidAdvertisements/tabid/385460/Default.aspx>.

Publication Dates: August 17, 18, 19, 2011  
Published In: The Daily Journal

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

**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, 2<sup>nd</sup> 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 bound sets of 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 sufficient copies of the Contract Documents by incorporating all of the documents submitted by the Apparent Low Bidder into executable copies of the Contract Documents made available pursuant to the Notice of Invitation for Bids. These copies will then be made available to the Apparent Low Bidder who shall thereafter properly sign all of the copies. 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 materials 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 322, 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 DISCLOSURE OF PRINCIPALS**

Pursuant to D.R.M.C. 20-69, any bid in excess of \$100,000.00 must be accompanied by a separate detachable page setting forth the following information:

- (1) The name of any officer, director, owner or principal of the business entity, including identity of any shareholder who owns or controls 5% or more of the business entity, and either 1) the names of his or her spouse, and children under eighteen years of age; or 2) a statement that he or she or his or her spouse, or children, if any, under the age of eighteen have or have not made a contribution, as defined in D.R.M.C. 15-32, or contribution in kind, as defined in D.R.M.C. 15-32, to any candidate, as defined in D.R.M.C. 15-32, during the last five years and identifying by name himself or herself or any spouse or child under the age of eighteen who has made such a contribution or contribution in-kind to a candidate.

(2) The names of any subcontractors or suppliers whose share of the bid exceeds \$100,000.00 of the contract or formal bid amount.

(3) The names of any unions with which the bidder has a collective bargaining agreement.

**If the total bid amount is in excess of \$500,000.00, the information required in (1) above must be provided at the time of bid submittal**, and the information required in (2) and (3) must be submitted in a timely fashion prior to award. The list of subcontractors required by this instrument is different and separate from the bidding list required on BF-4.

**If the total bid amount is less than \$500,000.00 but more than \$100,000.00, such information must be provided prior to award of the contract**. Failure to provide the required information in a timely fashion shall render any bid to which D.R.M.C. 20-69 applies non-responsive.

While a bidder or supplier who has already disclosed such information need not provide such information with a second or subsequent bid or proposal unless such information has changed, it shall be the responsibility of each such bidder or proposer to verify that such information is still current as of the date of such subsequent bid or proposal and is in fact on file with the City Clerk.

A form, which may be used for such disclosure, is contained in the Special Conditions Section of the Contract Documents. The form is entitled: Bidder/Contractor/Vendor/Proposer Disclosure. Failure to provide or update the required information in a timely fashion shall render any bid to which D.R.M.C. 20-69 applies non-responsive.

#### **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 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 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 Minority and Woman Business Enterprise 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.

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 5 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.

3. 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 Construction omit construction 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 [www.milehigh.com/business/do-business](http://www.milehigh.com/business/do-business). 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.
4. 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.

5. On or before the third (3<sup>rd</sup>) working day after bid opening, all of the Bidders are required to submit an executed "M/WBE 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 M/WBE Bidder needs to submit a Letter of Intent for themselves, 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.
- g. 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.
- h. 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.
- i. 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.
- j. The bidder or proposer must use the DSBO MBE/WBE directories to identify, recruit, and place MBEs and WBEs.

3. 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 Minority and Woman Business Enterprise 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 Teresa Alson who can be reached via email at [teresa.alson@denvergov.org](mailto:teresa.alson@denvergov.org) or by phone at 720-913-8528.

### **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**  
**Engineering Division**

**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**  
**Engineering Division**

**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
<b>21.7% - 23.5%</b>	<b>6.9%</b>

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**  
**Engineering Division**

**CONTRACT NO. 201102206**

**9TH AVENUE LINCOLN TO OGDEN PAVEMENT REHABILITATION**

**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

**Lafarge North America Inc.**  
**1590 W. 12th Avenue**  
**Denver, CO 80204**

**Lafarge North America Inc.** hereinafter referred to as the "Contractor," party of the second part,

**WITNESSETH**, Commencing on **August 17, 2011**, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

**CONTRACT NO. 201102206**

**9TH AVENUE LINCOLN TO OGDEN PAVEMENT  
REHABILITATION**

**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 **120 DAYS (One Hundred and Twenty Days)** consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

## **4. TERMS OF PAYMENT**

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for **bid item numbers 202-00200 through 632-00000 (Thirty-One [31] Total Bid Items)**, the total estimated cost thereof being **Nine Hundred Twenty Nine Thousand Five Hundred Forty Seven Dollars and Sixty Cents (\$929,547.60)**. 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: **201102206**

Vendor Name: **Lafarge North America Inc.**

By: Carrie

Name: Brenda Shuler  
(please print)

Title: General Manager  
(please print)

ATTEST: [if required]

By: Michelle Jorissen

Name: Michelle Jorissen  
(please print)

Title: Construction Administration Manager  
(please print)

**Contract Control Number:**

**Vendor Name:**

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**  
**Engineering Division**

**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,*  
(The Index for which is bound herein and commonly referred to as the "Orange Book")  
(1999 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 2006 Series, City and County of Denver Amendments 2006)

*National Fire Protection Association Standards*

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

The aforementioned City and County of Denver documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5<sup>th</sup> floor), Denver, CO 80202. The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available for purchase at the Cashier, 2<sup>nd</sup> floor at 201 W. Colfax Ave., Denver, Colorado 80202. *Transportation Standards and Details for the Engineering Division* and the Wastewater Management Division – *Standard Detail Drawings*, are available at <http://www.denvergov.org>.

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

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

## **SC-2 CONSTRUCTION DOCUMENTS**

The construction documents consist of Plans, Technical Specifications and, if applicable, Drawings as identified in the Index for Contract Drawings, the Index for Technical Specifications and any additional Plans attached hereto.

## **SC-3 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-4 ENGINEERING DIVISION / CITY ENGINEER**

General Condition 206, TRANSPORTATION DIVISION, is hereby deleted in its entirety and replaced with the following:

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-5 WASTEWATER MANAGEMENT DIVISION**

General Condition Section 208, WASTEWATER MANAGEMENT DIVISION, is hereby deleted in its entirety and replaced with the following:

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-6 CITY DELEGATION OF AUTHORITY**

With reference to General Contract Condition 109, DEPUTY MANAGER, General Contract Condition 206, ENGINEERING DIVISION and General Contract Condition 214, 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,**

<u>Project Manager</u>		<u>Telephone</u>
City Project Manager		
Norman L. Shaw		303-446-3546
<u>Consultant</u>	<u>Name</u>	<u>Telephone</u>
Design Consultant	Consultant Contact	
N/A	N/A	N/A

**SC-7 LIQUIDATED DAMAGES**

Should the Contractor fail to complete all Work within the Contract Time allocated under the Contract Form at Paragraph 3, TERMS OF PERFORMANCE, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of \$1,500.00 for each Day that the Contractor exceeds the time limits herein specified, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.

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

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

**SC-8 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-9 PAYMENTS TO CONTRACTORS**

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	Norman L. Shaw	303-446-3546

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 the Contractors' Certification of Payment Form. The forms, Final/Partial Release and Certificate of Payment (Subcontractor/Supplier) and the Contractor's Certification of Payment, either of which must be used are as follows:

**DEPARTMENT OF PUBLIC WORKS**  
**Engineering Division**

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

\_\_\_\_\_  
(PROJECT NO. and NAME)

Date: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(NAME OF CONTRACTOR)

Subcontract #:\_\_\_\_\_.

\_\_\_\_\_  
(NAME OF SUBCONTRACTOR/SUPPLIER)

Subcontract Value: \$\_\_\_\_\_.

Check Applicable Box:  
[ ] MBE    [ ] WBE

Last Progress Payment: \$\_\_\_\_\_.

Date: \_\_\_\_\_.

Total Paid to Date: \$\_\_\_\_\_.

Date of Last Work: \_\_\_\_\_.

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

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

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

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

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

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

STATE OF COLORADO    ) ss.  
CITY OF \_\_\_\_\_)

(Name of Subcontractor)

Signed and sworn before me this  
day of \_\_\_\_\_, 20\_\_\_\_.

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

Notary Public/Commissioner of Oaths  
My Commission Expires \_\_\_\_\_

Title: \_\_\_\_\_



## City and County of Denver

Office of Economic Development

### Compliance Unit

201 W. Colfax Ave., Dept. 907

Denver, CO 80202

Phone: 720.913.1999

Fax: 720.913.1803

### Contractor's Certification of Payment (CCP)

Pay Application #:	Pay Period:			Amount Requested: \$					
Project #:	Project Name:								
Current Completion Date:	Percent Complete:			Prepared By:					
Contractor:	Phone:			Project Manager:					
(I) - Original Contract Amount: \$				(II) - Current Contract Amount: \$					
Prime/Subcontractor/Supplier Name	MBE WBE	A Original Contract Amount	B % Bid (A/I)	C Current Contract Amount including Amendments	D % Revised (C/I)	E Requested Amount this Pay Application	F Amount Paid Previous Pay	G Net Paid To Date	H Paid % Achieved (G/II)
Contractor							Application #		
Total									

The undersigned certifies that the information contained in this document is true, accurate and that the payments shown have been made to all subcontractors and suppliers used on this project and listed herein.

Prepared By (Signature):

Date:

Page \_\_\_\_\_ of \_\_\_\_\_

Rev. Contractors Certification of Payment (CCP)-1/07 dm



**Instructions for Completing the  
Contractor/Consultant  
Certification of Payment 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

**Note:** The attached Contractor/Consultant Certification of Payment form must be completed by the Contractor/Subconsultor and all subcontractors/subconsultor 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/subconsultor 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 MBE/WBEs use the exact name listed in the DSBO Directory.

**MBE/WBE/NON:** For each name listed, indicate whether the entity is a certified MBE/WBE.

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

**Column B:** Provide the percentage portion of each listed subcontractor/subconsultor 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/subconsultor 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/subconsultor 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/subconsultor 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/subconsultor 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/subconsultor or supplier.

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

Rev. MBE/WBE Pre-Pre Conf. Instruction for Contractor/Consultant Certification of Payment 1/07-dm

## **SC-10 RESERVED**

## **SC-11 MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES**

In a March 7, 2000 opinion and order of the United States District Court for the District of Colorado, all terms, provisions and requirements relating to the implementation and enforcement of Article III, Divisions I and III, of Chapter 28 of the Denver Revised Municipal Code, (the “MBE/WBE Requirements”) in effect as of the adoption of the General Conditions in 1999 were held invalid, and they are hereby deleted. All such terms, provisions and requirements in the General Conditions are hereby replaced with references to the following later-enacted ordinances:

- Denver Revised Municipal Code, Chapter 28 Article III, Division 1 (Sections 28-31 to 28-36) (establishment of Small Business Opportunity Division, “DSBO”);
- Denver Revised Municipal Code, Chapter 28 Article III, Division 3 (Sections 28-52 to 28-83) (the “MBE/WBE Requirements”); and
- Denver Revised Municipal Code, Chapter 28, Article VII (Sections 28-201 to 28-234) (the “SBE Requirements”).

Such revised provisions of the General Conditions include, without limitation, General Contract Condition 210.

## **SC-12 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)

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-13 CONSTRUCTION INSPECTION BY THE CITY**

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

**1701** 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 The Building Inspection Division 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-14 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-15 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-16 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-17 DEBARRED SUBCONTRACTORS PROHIBITED**

The Contractor is prohibited from hiring any subcontractor currently debarred by the City in accordance with section 20-77 of the Denver Revised Municipal Code.

#### **SC-18 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-19: 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 stating “Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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.” Additionally, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

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

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

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

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

(8) **Business Automobile Liability:** Contractor shall maintain Business Automobile

Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

(9) **Additional Provisions:**

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

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; 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-20 DEFENSE AND INDEMNIFICATION

General Condition 1602, INDEMNIFICATION, is modified to read in full as follows:

### DEFENSE AND INDEMNIFICATION

(a) To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Contract that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

(b) Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.

- (c) Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- (d) Insurance coverage requirements specified in this Contract shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Contract.

#### **SC-21 GREENPRINT DENVER REQUIREMENTS**

In accordance with the City and County of Denver Executive Order 123: Greenprint Denver Office and Sustainability Policy (dated October 27, 2007), and the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) program, Contractor shall, wherever possible, recycle construction and demolition waste, and install building materials that contain recycled content. Non-hazardous solid waste that is eligible for reuse or recycling is not subject to the DADS disposal requirement defined in SC-14. The Contractor shall recycle and/or reuse construction and demolition waste and implement sustainable development practices on construction projects in compliance with any Project Requirements of the Better Denver Program Sustainability Form that are included in the Contract Documents.

At the Project Pre-Construction Meeting, the Contractor shall provide a written summary of how the Contractor intends to meet any applicable Project Requirement, and the type of documentation to be provided. The Contractor shall maintain and keep current documentation of the materials recycled or reused, organized in accordance with any applicable Closeout Form for Contractors provided in the Contract Documents for the duration of the Project. A copy of the completed Closeout Form, the quantity tabulation, and all supporting documentation for materials reused or recycled shall be delivered to the Project Manager as a submittal requirement of Final Acceptance.

#### **SC-22 CITY AUDITOR AND MANAGER OF FINANCE**

Section 211, City Auditor, of the General Contract Conditions, 1999 Edition, is amended to read in its entirety as follows:

#### **211 CITY AUDITOR AND MANAGER OF FINANCE**

The City Auditor, an independent elected official, reviews certified payrolls for compliance with prevailing wage requirements before payment is made to a Contractor. The City's Manager of Finance pays the Contractor for Work approved under the Contract.

#### **SC-23 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

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

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that

otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

#### **SC-24 RETAINAGE:**

Section 908.1 is amended to read as follows:

##### **908 RETAINAGE**

.1 The City shall deduct and retain a total of five percent (5%) from the total amount of approved applications for payment, including Change Orders. The City may also deduct in addition to retainage as stated above, the additional amount(s) of any and all outstanding claims pursuant to CRS §38-26-107 from each approved application for payment.

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

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Lafarge North America Inc., 1590 W. 12th Avenue, Denver, CO 80204, a corporation organized and existing under and by virtue of the laws of the State of Maryland, hereafter referred to as the "Contractor", and Safeco Insurance Company of America, a corporation organized and existing under and by virtue of the laws of the State of Washington, 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 Nine Hundred Twenty Nine Thousand Five Hundred Forty Seven Dollars and Sixty Cents (\$929,547.60), 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. 201102206 - 9TH AVENUE LINCOLN TO OGDEN PAVEMENT REHABILITATION, 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  
18th day of October, 2011

Attest:

Michelle Janssen  
Secretary

Lafarge North America Inc.

Contractor

By: Bon Brenda Shuler, GM, Metro Denver Paving  
President

Safeco Insurance Company of America

Surety

By: Maureen McNeill  
Attorney-In-Fact  
Maureen McNeill

(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: John MAYOR  
MANAGER OF PUBLIC WORKS



Department of Public Works  
Engineering Department

201 W. Colfax Avenue  
Denver, CO 80202  
[www.denvergov.org/PublicWorks](http://www.denvergov.org/PublicWorks)

**PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION**

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

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

RE: LAFARGE NORTH AMERICA INC.

Contract No: 201102206  
Project Name: 9TH AVENUE LINCOLN TO OGDEN PAVEMENT REHABILITATION  
Contract Amount: \$929,547.60  
Performance and Payment Bond No.: 019032950

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through  
SAFECO INSURANCE COMPANY OF AMERICA insurance company, on October 18, 2011

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  
215-255-2000.

Thank you.

Sincerely,

*Maureen McNeill*  
Maureen McNeill, Attorney-in-Fact





POWER  
OF ATTORNEY

Safeco Insurance Company of America  
General Insurance Company of America  
1001 4th Avenue  
Suite 1700  
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 5014

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*SANDRA E. BRONSON; ROSEMARIE CAPONI; RICHARD A. JACOBUS; DENNIS C. LAUSIER; ELIZABETH MARRERO; MAUREEN MCNEILL; WAYNE G. MCVAUGH; MARY C. O'LEARY; ADRIENNE SEAFORD; DOUGLAS R. WHEELER; DARELLA E. WHITE; Philadelphia, Pennsylvania\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,  
(i) The provisions of Article V, Section 13 of the By-Laws, and  
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and  
(iii) Certifying that said power-of-attorney appointment is in full force and effect,  
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 18<sup>th</sup> day of October, 2011



Dexter R. Legg, Secretary



SAFECO INSURANCE COMPANY OF AMERICA  
FINANCIAL STATEMENT — DECEMBER 31, 2010

Assets	Liabilities
Cash and Bank Deposits .....	\$ 163,744,280
*Bonds — U.S Government.....	228,018,693
*Other Bonds.....	2,089,990,931
*Stocks .....	484,312,099
Real Estate.....	0
Agents' Balances or Uncollected Premiums.....	494,794,328
Accrued Interest and Rents.....	28,237,369
Other Admitted Assets.....	<u>348,886,430</u>
 Total Admitted Assets .....	<u><u>\$3,837,984,130</u></u>
	Unearned Premiums.....
	Reserve for Claims and Claims Expense .....
	Funds Held Under Reinsurance Treaties.....
	Reserve for Dividends to Policyholders.....
	Additional Statutory Reserve.....
	Reserve for Commissions, Taxes and Other Liabilities .....
	<u>Total</u> .....
	Special Surplus Funds.....
	Capital Stock.....
	Paid in Surplus .....
	Unassigned Surplus.....
	Surplus to Policyholders.....
	<u>Total Liabilities and Surplus</u> .....
	<u><u>\$3,837,984,130</u></u>

\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Safeco Insurance Company's financial statement  
filed with the state of Washington Department of Insurance.



I, TIM MIKOLAJEWSKI, Vice-President of Safeco Insurance Company of America, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2010, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 30th day of March, 2011.

Vice-President



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/03/2011

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (847) 953-5390
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED Lafarge North America, Inc. 1590 West 12th Ave Denver CO 80204 USA	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: Insurance Company of the State of PA	19429
	INSURER C: Granite State Insurance Company	23809
	INSURER D: Illinois National Insurance Co	23817
	INSURER E: New Hampshire Ins Co	23841
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570044324165 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.

Limits shown are as requested

INSR L/T/R	TYPE OF INSURANCE	ADD'L SUBR INSR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GL9723097 (CM)	07/01/2011	07/01/2012	EACH OCCURRENCE \$2,000,000
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000
	X CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$50,000
						PERSONAL & ADV INJURY \$2,000,000
						GENERAL AGGREGATE \$2,000,000
						PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY		CA 1607651 (MA)	07/01/2011	07/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
A			CA 1607650	07/01/2011	07/01/2012	
A	X ANY AUTO		CA 1607652 (OR)	07/01/2011	07/01/2012	BODILY INJURY ( Per person)
A	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS		CA 1607653 (VA)	07/01/2011	07/01/2012	BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE
	DED <input type="checkbox"/> RETENTION					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WC005145487(AOS)	07/01/2011	07/01/2012	X WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER
C	ANY PROPRIETOR / PARTNER / EXECUTIVE	N	WC005145488 (CA)	07/01/2011	07/01/2012	E.L. EACH ACCIDENT \$2,000,000
D	OFFICER/MEMBER EXCLUDED?	N/A	WC005145489 (FL)	07/01/2011	07/01/2012	E.L. DISEASE-EA EMPLOYEE \$2,000,000
D	(Mandatory in NH)		WC26149465	07/01/2011	07/01/2012	E.L. DISEASE-POLICY LIMIT \$2,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below		WC005145491(MI)	07/01/2011	07/01/2012	
A	EXCESS WC		WC5145490	07/01/2011	07/01/2012	EL Each Accident \$2,250,000
			XS Workers Compensation (SIR applies per policy terms & conditions			EL Disease - Policy \$2,250,000
						EL Disease - Ea Emp \$2,250,000

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

RE: 9th Avenue Lincoln to Ogden Pavement Rehabilitation. The City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured with respect to General Liability policy and Automobile Liability policies.

## CERTIFICATE HOLDER

## CANCELLATION

City and County of Denver Department of Public Works 201 W. Colfax Ave. Denver CO 80202 USA	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>Aon Risk Services Central Inc.</i>

Holder Identifier :

Certificate No : 570044324165

**Attachment to ACORD Certificate for Lafarge North America, Inc.**

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

<b>INSURED</b>	INSURER
Lafarge North America, Inc. 1590 West 12th Ave Denver CO 80204 USA	INSURER
	INSURER
	INSURER
	INSURER

## **ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.



**DENVER**  
THE MILE HIGH CITY

**Department of Public Works**  
Engineering Department

201 W. Colfax Avenue  
Denver, CO 80202

[www.denvergov.org/PublicWorks](http://www.denvergov.org/PublicWorks)

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

Current Date

To: Lafarge North America Inc.  
1590 W. 12th Avenue  
Denver, CO 80204

Gentlemen:

The MANAGER OF PUBLIC WORKS has considered the Bids submitted on September 16, 2011 for work to be done and materials to be furnished in and for:

**PROJECT No. 201102206 9TH AVENUE LINCOLN TO OGDEN PAVEMENT REHABILITATION**

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, Engineering Division, Project Management Office, 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. 201102206

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



**Department of Public Works**  
Engineering Department

201 W. Colfax Avenue  
Denver, CO 80202  
[www.denvergov.org/PublicWorks](http://www.denvergov.org/PublicWorks)

Current Date

**NOTICE TO PROCEED  
(SAMPLE)**

Name  
Company  
Street  
City/State/Zip

**CONTRACT NO. 201102206, 9TH AVENUE LINCOLN TO OGDEN PAVEMENT  
REHABILITATION**

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 1999 Edition, you are hereby authorized and directed to proceed on \_\_\_\_\_ with the work of constructing contract number 201102206, 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 322.5, 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**  
THE MILE HIGH CITY

**Department of Public Works**  
Engineering Department

201 W. Colfax Avenue  
Denver, CO 80202  
[www.denvergov.org/PublicWorks](http://www.denvergov.org/PublicWorks)

**Certificate of Contract Release  
(SAMPLE)**

Date

Name  
Company  
Street  
City/State/Zip

RE: Certificate of Contract Release for  
**201102206, 9TH AVENUE LINCOLN TO OGDEN PAVEMENT REHABILITATION**

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.





**DENVER**  
THE MILE HIGH CITY

**Career Service Authority**  
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](http://www.denvergov.org/csa)

**TO:** All Users of the City of Denver Prevailing Wage Schedules  
**FROM:** Meredith Creme, Associate Human Resource Professional  
**DATE:** Friday August 19, 2011  
**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 Authority 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 Highway rates issued by CSA.

The effective date for this publication is **Friday August 19, 2011** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO080014  
Superseded General Decision No. CO20070014  
Modification No. 7  
Publication Date: 08-12-2011  
(11 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) 913-5009

Attachments as listed above.

General Decision Number: CO100014 08/12/2011 CO14

Superseded General Decision Number: CO20080014

State: Colorado

Construction Type: Highway

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

#### HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	05/07/2010
2	06/04/2010
3	08/06/2010
4	10/08/2010
5	07/15/2011
6	07/29/2011
7	08/12/2011

ELEC0012-005 06/01/2009

#### PUEBLO COUNTY

Rates	Fringes
-------	---------

##### ELECTRICIAN (Excluding traffic signal installation)

Electrical work where the total cost is \$150,000 or less.....	\$ 22.85	10.79
Electrical work where the total cost is over \$150,000.	\$ 27.00	10.91

##### TRAFFIC SIGNALIZATION:

##### Traffic Signal Installation

Zone 1.....	\$ 23.83	13.75%+4.75
Zone 2.....	\$ 26.83	13.75%+4.75

#### TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

-----  
ELEC0068-012 06/01/2011

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

Rates	Fringes
-------	---------

ELECTRICIAN (Excluding traffic signal installation).....\$ 31.60	12.52
TRAFFIC SIGNALIZATION:	
Traffic Signal Installation	
Zone 1.....\$ 23.83	13.75%+4.75
Zone 2.....\$ 26.83	13.75%+4.75

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

-----  
 \* ELEC0113-005 06/01/2011

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....\$ 28.55		14.46
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....\$ 23.83		13.75%+4.75
Zone 2.....\$ 26.83		13.75%+4.75

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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

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

-----  
 ELEC0969-005 06/01/2009

MESA COUNTY

	Rates	Fringes
ELECTRICIAN (Excluding traffic signal installation).....\$ 20.31		8.92
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....\$ 23.83		13.75%+4.75
Zone 2.....\$ 26.83		13.75%+4.75

## TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

-----  
 ENGI0009-002 05/01/2010

	Rates	Fringes
Power equipment operators:		
Asphalt Screed.....\$ 23.67		9.22
Bituminous or Asphalt		
Spreader/Laydown Machine....\$ 23.67		9.22
Bulldozer.....\$ 23.67		9.22
Crane: 50 tons and under...\$ 23.82		9.22
Crane: 51 to 90 tons.....\$ 23.97		9.22
Crane: 91 to 140 tons.....\$ 24.12		9.22
Crane: 141 tons and over....\$ 24.88		9.22
Drill Operator: William		
MF/Watson 2500 only.....\$ 23.97		9.22
Grader/Blade: Finish.....\$ 23.97		9.22
Grader/Blade: Rough.....\$ 23.67		9.22
Loader: Barber Green, etc.		
& Up to and including 6		
cubic yards.....\$ 23.67		9.22
Loader: Mechanic/Welder		
(heavy duty).....\$ 23.97		9.22
Loader: Over 6 cubic yards...\$ 23.82		9.22
Mechanic and/or Welder		
(Includes heavy duty &		
combination mechanic and		
welder):.....\$ 26.12		9.22
Oiler.....\$ 22.97		9.22
Power Broom: 70 HP and over.\$ 23.67		9.22
Power Broom: Under 70 HP....\$ 22.97		9.22
Roller (excluding dirt &		
soil compaction): Self-		
propelled, all types over		
5 tons.....\$ 23.67		9.22
Roller (excluding dirt &		
soil compaction): Self-		
propelled, rubber tires		
under 5 tons.....\$ 23.32		9.22
Scraper: Single bowl		
including pups 40 cubic		
yards and tandem bowls and		
over.....\$ 23.97		9.22
Scraper: Single bowl under		
40 cubic yards.....\$ 23.82		9.22
Trackhoe.....\$ 23.82		9.22

-----  
 LABO0086-002 05/01/2009

Rates	Fringes
-------	---------

**Laborers:**

Asphalt Laborer/Raker,	
Common Laborer & Concrete	
Laborer/Mason Tender.....\$ 18.68	6.78

SUCO2001-003 12/20/2001

	Rates	Fringes
BRICKLAYER.....\$ 15.55		2.85

**Carpenters:**

Form Work (Excluding Curbs & Gutters).....\$ 16.54	3.90
All Other Work.....\$ 16.61	3.88

Concrete Finisher/Cement Mason...\$ 16.05	3.00
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**Ironworkers:**

Bridge Rail (Excludes Guardrail).....\$ 18.22	6.01
Reinforcing.....\$ 16.69	5.45

**Laborers:**

Fence Erector (Includes fencing on bridges).....\$ 13.02	3.20
Form Work (Curbs & Gutters only).....\$ 11.85	3.45
Guardrail Erector (Excludes bridgerail).....\$ 12.89	3.20
Landscape and Irrigation Laborer.....\$ 12.26	3.16
Pipelayer.....\$ 13.55	2.41
Striping Laborer (Pre-form layout and removal of pavement markings).....\$ 12.62	3.21
Traffic and Sign Laborer (Sets up barricades and cones, and installs permanent signs).....\$ 12.43	3.22
Traffic Director/Flagger....\$ 9.55	3.05

**Painters:**

Brush.....\$ 16.94	2.10
Spray.....\$ 16.99	2.87

**Power equipment operators:**

Backhoes.....\$ 16.54	4.24
Bobcat/Skid Loader.....\$ 15.37	4.28
Compactor - Dirt & Soil Only.....\$ 16.70	3.30
Concrete Pump Operator.....\$ 16.52	4.30
Drill Operator: All except William MF/ Watson 2500.....\$ 16.74	2.66
Forklift.....\$ 15.91	4.09
Post Driver/Punch Machine...\$ 16.07	4.41
Rotomill Operator.....\$ 16.22	4.41
Tractor.....\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Traffic Signal Installation  
 Groundman  
 Class C.....\$ 11.44 3.25

Truck drivers:

FLOATS-Semi Truck.....\$ 14.86	3.08
Multipurpose Truck-	
Specialty & Hoisting.....\$ 14.35	3.49
Pickup Truck (Includes Pilot and Sign/Barricade Truck).....\$ 13.93	3.68
Single Axle Truck.....\$ 14.24	3.77
Truck Mechanic.....\$ 16.91	3.01

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Rates Fringes

Truck drivers:

Distributor Truck.....\$ 15.80	5.27
Dump Truck: Over 14 cubic yards to and including 29 cubic yards.....\$ 15.27	5.27
Dump Truck: Over 29 cubic yards to and including 79 cubic yards.....\$ 15.80	5.27
Dump Truck: Over 79 cubic yards.....\$ 16.45	5.27
Dump Truck: To and including 6 cubic yards & over 6 cubic yards to and including 14 cubic yards;	
Water Truck.....\$ 14.93	5.27
Low Boy Truck.....\$ 17.25	5.27

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

=====  
 Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

=====  
 In the listing above, the "SU" designation means that rates  
listed under the identifier do not reflect collectively  
bargained wage and fringe benefit rates. Other designations  
indicate unions whose rates have been determined to be  
prevailing.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**Career Service Authority**  
**Supplemental to the Davis-Bacon HIGHWAY Construction Projects rates**  
**(Specific to the Denver Projects)**  
**(Supp 34, Date: 08-19-11)**

Classification		Rate	Time
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (Tunnels Above and Below Ground, shafts and raises):			
	GROUP 1	\$25.12	\$10.81
	GROUP 2	\$25.47	\$10.85
	GROUP 3	\$25.57	\$10.86
	GROUP 4	\$25.82	\$10.88
	GROUP 5	\$25.97	\$10.90
	GROUP 6	\$26.12	\$10.91
	GROUP 7	\$26.37	\$10.94
Power Equipment Operators:			
	GROUP 1	\$22.97	\$10.60
	GROUP 2	\$23.32	\$10.63
	GROUP 3	\$23.67	\$10.67
	GROUP 4	\$23.82	\$10.68
	GROUP 5	\$23.97	\$10.70
	GROUP 6	\$24.12	\$10.71
	GROUP 7	\$24.88	\$10.79
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Plumbers		\$30.19	\$13.55
Pipefitters		\$30.45	\$12.85
Truck Drivers:			
	GROUP 1	\$18.42	\$10.00
	GROUP 2	\$19.14	\$10.07
	GROUP 3	\$19.48	\$10.11
	GROUP 4	\$20.01	\$10.16
	GROUP 5	\$20.66	\$10.23
	GROUP 6	\$21.46	\$10.31

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS  
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):**

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

*NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.*

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS:**

GROUP 1 - Air compressor, brakeman, drill operator -smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less

GROUP 2 - Conveyor, handling building materials, ditch witch and similar trenching machine, forklift, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier, self-propelled roller, rubber-tires under 5 tons.

GROUP 3 - asphalt plant, backfiller; cableway signalman; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, elevating graders, elevator operator, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, hydraulic backhoes; road stabilization machine, sandblasting Machine, single unit portable crusher, with or without washer, Tie tamper, wheel mounted, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, clamshells, 5 cubic yards and under, concrete mixer over 1 Cubic yard, concrete pavers 34E or similar, grade Checker, hoist, 2 drums, mechanic, mixer mobile, Portable crusher, with or without washer; tractor with sideboom, roto-M ill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and Backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, motor grader blade-finish, hoist 3 drum or more.

GROUP 6 - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader.

GROUP 7 - tower cranes all types.

**TRUCK DRIVER CLASSIFICATIONS:**

GROUP 1 - Greasemen, Servicemen and Ambulance Drivers, Battery Men, Shuttle Truck or Bus, Flat Rack Tandem Axle.

GROUP 2 - Fork Lift Driver, Straddle Truck Driver, Lumber Carrier, Liquid and Bulk Tankers Single Axle, Combination, Euclid Electric or Similar, Specialty and Hoisting, Truck Drivers Fuel Truck, Grease Truck, Combination Fuel and Grease.

GROUP 3 - Truck Driver Snow Plow, Truck Driver Dump or Type Jumbo and similar type equipment.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards, Tire Man, Cab Operated Distributor Truck Driver.

GROUP 5 - Heavy Duty Diesel Mechanic, Body Man, Welders or Combination Men.

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

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DEPARTMENT OF PUBLIC WORKS / MAJOR PROJECTS OFFICE

**TECHNICAL SPECIFICATIONS**

**Contract No. 201102206**

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**9TH AVENUE LINCOLN TO OGDEN  
PAVEMENT REHABILITATION**

**August 15, 2011**

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

**STANDARD CONSTRUCTION SPECIFICATIONS**

The Standard Construction Specifications used for this Project shall be the Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction," adopted in 2005 and as hereinafter modified shall be used.

**DETAILED CONSTRUCTION SPECIFICATIONS**

The Construction Specifications for this Project shall consist of the applicable sections and subsections, numbered Section 200 through Section 700, of the above-referenced "Colorado Department of Transportation Standard Construction Specifications."

The Colorado Department of Transportation General Provisions consist of Sections 100 through 109 of the above referenced "Standard Specifications" and are not applicable to this Project and are hereby deleted. In place of the deleted sections, the City and County of Denver (the "City" or "CCoD") "Standard Specifications for Construction, General Contract Conditions," 1999 edition, shall apply on this contract.

The following Special Project Provisions take precedence over Specifications or Plans and supplement or amend the referenced "Standard Specifications for Road and Bridge Construction" adopted in 2005 by the Colorado Department of Transportation, which is to be used to control construction of this Project.

References to "Division" or "CDOT" in the Standard Specifications shall be considered to mean CCoD and County of Denver for the purposes of this Project.

That which follows supplements or amends provisions of the "Construction Specifications" referenced under Paragraph SC-1 of the Special Contract Conditions.

**STANDARD CONSTRUCT DETAILS**

**Applicable City and County of Denver standards details are required to be used by the contractor. For other applicable details, except as modified or altered by the general notes on the plans to be approved or by the revisions to standard specifications and contract documents, it is the intent of the City to use the Division of Highways M & S Standards, most recent edition. Drainage related appurtenances shall be constructed per City and County of Denver Wastewater Management Division Standards Details, most recent edition.**

## **CONSTRUCTION LIMITS AND PLANS**

A set of shop drawings of designated intersections/localized improvements for Site demolition and reconstruction activities shall be developed by contractor to establish survey points and provide basic plan information.

The “construction limits” for the Site are defined as any street (including curb and gutter), intersection, sidewalk, or storm sewer (including piping) designated for removal and subsequent replacement within the defined boundary and will be depicted on the approved plans. A buffer zone from the back of the existing curb will be established to allow for prudent safe operation of construction activities. The buffer zone is to be included in the approved plans and accounts for construction impacts that may occur to existing landscaping, concrete, sidewalk, structures, sprinklers, curbs, gutters, etc. up to one foot behind the curb. Impacts to existing landscaping, concrete, sidewalk, structures, sprinklers, curbs, gutters, etc. that occur beyond the buffer zone will be repaired by the Contractor at their own expense.

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

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## SECTION 201A TREE RETENTION AND PROTECTION

This following section is hereby added to the Standard Specifications as follows:

### **DESCRIPTION**

**201A.01** This work consists of retaining and protecting trees during the construction of the project.

*(a) General Requirements*

There should be daily supervision of field crews by the City Forestry Staff or Project Consulting Arborist during the critical phases of the project, for example, demolition of existing asphalt or concrete; root pruning; and construction of new curb or sidewalk in tree protection areas.

If it appears that the completion of the construction may cause damage to the branches of any tree, the contractor shall contact the City Forester's Office. The Forester will make a determination as to whether such damage is eminent.

To prevent or minimize soil compaction, designated routes for equipment and foot traffic by work crews shall be determined prior to commencing construction activities, and shall be indicated in the tree protection plan to be submitted by Contractor. These routes shall be marked at the site, prior to commencement of construction, with tree protection fencing and signage as specified in Sections 201A.02 (e) and (f) (Tree Protection Fencing and Signage).

Motorized equipment and trailers, including tractors, Bobcats, bulldozers, trackhoes, trucks, cars, and carts shall not be allowed access within tree protection areas. Should access be necessary within designated tree protection areas, the existing grade shall be covered with six (6) to eight (8) inches of wood mulch to help distribute the weight of equipment and to minimize soil compaction and rutting. Plywood and/or mulch is not acceptable bridging material for driving over exposed tree roots. Exposed tree roots shall not be driven over. The City Forester or Project Consulting Arborist shall be notified and shall approve of the access and driving surface prior to its use.

Materials and supplies shall not be stockpiled or stored within the tree protection area. Should temporary storage be necessary within designated tree protection areas, the existing grade shall be covered with double, overlapping sheets of  $\frac{3}{4}$  inch thick plywood, or six (6) to eight (8) inches of wood mulch to help distribute the weight of materials or supplies and to minimize soil compaction.

Under no circumstances shall any objects or materials be leaned against or supported by a tree's trunk, branches, or exposed roots. The attachment or installation to trees of any sign, cable, wire, nail, swing, or any other material that is not needed to help support the natural structure of the tree is prohibited. Standard arboricultural techniques such as bracing or cabling that are performed by professional arborists are acceptable upon approval by the City Forester or Project Consulting Arborist.

SECTION 201A

TREE RETENTION AND PROTECTION

(b) *Definitions.*

1. TREE PROTECTION AREA: Generally, a tree protection area should consist of the ground encompassing from 1.5 (minimum) to 2.0 times the distance between the trunk and dripline, or one linear foot away from the trunk base for every inch diameter of the trunk, whichever is greater. (See section below). Areas of ground covered by pavement, buildings, or other permanent structures where the presence of roots is minimal or negligible, are excluded. The area under or within the tree's dripline is also referred to as the "Critical Root Zone" (see below).

With groups of trees or where an array effect is present, there may be discontinuous (non-overlapping) perimeters of tree protection areas that result in difficult to maintain or ineffective tree protection fencing. In these cases, even though tree protection areas do not overlap, they should be treated as though they do if the distance between the perimeters of such areas is less than thirty (30) feet. In effect, this will artificially enlarge the area of tree protection, but will result in a more clearly defined, manageable area.

2. DRIPLINE: The outermost edge of the tree's canopy or branch spread. The area within a tree's dripline is all the ground under the total branch spread.

3. CRITICAL ROOT ZONE: Generally, all of the ground area included in the dripline.

4. DIAMETER (CALIPER): The size (in inches) of a tree's trunk is measured at: [1]-six (6) inches above grade for trunk diameters up to and including four (4) inches; [2]-twelve (12) inches above grade for trunk diameters from four (4) inches up to and including eight (8) inches; and [3]-four and a half (4½) feet above grade for trunk diameters greater than eight (8) inches; in accordance with guidelines established in the "Guide for Plant Appraisal" (see Section c). All measurements should be rounded to the nearest inch.

5. HIGH-VALUE SHRUB: Any specimen shrub with an appraised value of \$100.00 or more.

6. PROJECT CONSULTING ARBORIST: An independent consultant with a degree in a field related to arboriculture, and at least five years field experience in tree preservation or on-site monitoring of public works or construction projects involving tree retention and protection. The consultant should be an active member in the American Society of Consulting Arborists and International Society of Arboriculture.

(c) *Reference Standards and Guidelines.* Contractor shall comply with applicable requirements and recommendations of the most current versions of the following standards and guidelines. Where these conflict with other specified requirements, the more restrictive requirements shall govern.

1. ANSI Z133.1-1988

American National Standard for Tree Care Operations

2. ANSI A300-1994

Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance

3. NATIONAL ARBORIST ASSOCIATION STANDARDS

## SECTION 201A TREE RETENTION AND PROTECTION

Pruning, Cabling and Bracing, Fertilization

### 4. GUIDE FOR PLANT APPRAISAL-8TH EDITION

Authored by the Council of Tree and Landscape Appraisers; published by the International Society of Arboriculture.

## CONSTRUCTION REQUIREMENTS

201A.02 This section provides standards and guidelines for the retention and protection of trees and high-value shrubs for any proposed public works or construction project.

(a) *Demolition of Existing Asphalt Or Concrete.* Caution should be used during removal of existing street, curb, gutter, sidewalk, drain inlets, and other concrete demolition, to minimize injury to tree root systems. The following procedures should be used when removing existing concrete.

1. Breaking of the existing concrete for removal should be done in a manner that will minimize ground disturbance and vibration.
2. Curbs and sidewalks within designated tree protection areas and critical root zones shall be removed by hand. When removing existing sidewalks and curbs, care should be taken to avoid injury to roots located under, over, or adjacent to paved surfaces.
3. Roots and root-trunk flares growing over curbs should not be injured during breaking of curbs and removal of debris. Wood and bark tissues shall not be injured by striking tissues with equipment.
4. During the removal of concrete, all root systems and soil areas exposed shall not be disturbed.
5. Motorized equipment and trailers, including tractors, Bobcats, bulldozers, trackhoes, trucks, cars, and carts are to be limited to access on the existing paved street only. Access is not allowed behind the curb within tree protection areas.
6. Should access be necessary within designated tree protection areas, the existing grade shall be covered with double, overlapping sheets of  $\frac{3}{4}$  inch thick plywood, or six (6) to eight (8) inches of wood mulch to help distribute the weight of equipment and to minimize soil compaction and rutting. Plywood and/or mulch is not acceptable bridging material for driving over exposed tree roots. Exposed tree roots shall not be driven over. The City Forester or Project Consulting Arborist shall be notified and shall approve of the access and driving surface prior to its use.

(b) *Construction of Sidewalks, Curbs, Concrete Paving and Drainage Inlets.* The following procedures shall be used when constructing sidewalks, curbs, concrete paving, and drainage inlets.

**SECTION 201A**  
**TREE RETENTION AND PROTECTION**

1. Keep all materials and equipment within the street bounded by existing curbs.
2. Protect exposed roots from contamination by stabilization materials and concrete.
3. Locate concrete washout areas away from roots and tree protection areas.
4. When excavating for the construction of inlets, excavated soil shall be deposited in trucks and hauled off or deposited temporarily on  $\frac{3}{4}$  inch thick plywood outside the critical root zone. Excavated and fill soil shall not be deposited, even temporarily, on unprotected natural grade.
5. After proper pruning (see section (d), as needed, cover exposed roots within thirty (30) minutes to minimize desiccation. Roots may be covered with soil, mulch, or moistened burlap (7 ounce or equivalent), and shall be kept moist during the period until the final grade is established.
6. Where possible, sidewalks should be raised, narrowed, curved, or relocated to prevent cutting and removing major roots (e.g. roots greater than three inches in diameter).
7. Place a sheet of six (6) mil or thicker plastic over the grade within affected portions of tree protection areas prior to pouring concrete sidewalks, curbs, inlets, ramps, and driveway approaches. The plastic will assist in providing a non-leaching barrier between the concrete, soil and roots.
8. Construct new sidewalks on, or above, the existing grade instead of excavating into root zones. The new grade shall not interfere with sheet-flow drainage.
9. Limit grading to a maximum of two (2) inches fill over natural grade within critical root zones. Fill should consist of sandy loam topsoil. Clay soils shall not be used as fill. When using fill soil, the existing surface to receive fill should be scarified prior to filling. Any filling operation should not occur during water saturated soil conditions.
10. Existing soil may be used as a form for back of curb and gutter, with or without the use of a thin masonite-type form, although a masonite form is preferred. This will minimize excavation in the critical root zone and prevent undue injury to the roots. This method is unnecessary in areas outside the critical root zone. Place a layer of Typar BioBarrier between the curb and tree roots to help inhibit root growth that may exploit small cracks in the curb. Where appropriate, use curbs with discontinuous footings to maintain natural grade near the base of trees adjacent to the curbing, and to minimize injury to roots and root flares.
11. Provide for easy concrete removal and replacement where an obvious raised root may cause sidewalk cracking in the future. This can be accomplished by installing an expansion joint on either side of the root or by etching the concrete on either side of the root to allow that particular section to be broken out and replaced. Compaction rating for the replacement walkway should not exceed 80% Proctor density. Tree roots will continue to slowly add girth every year; therefore, the base material needs to be malleable (e.g. suitable subgrade aggregates, crushed

**SECTION 201A**  
**TREE RETENTION AND PROTECTION**

granite, or compacted sand) to prevent a fulcrum or pressure point which can crack or heave the walkway.

12. Where appropriate, and under the direction of the City Forester or Project Consulting Arborist, root-restricting barriers can be installed with a minimal amount of disturbance. There are several promising landscape related materials used as barriers to root growth, especially away from sidewalks, curbs and streets. Three such materials are: (1) a stiff nylon woven fabric (Q899 nylon fabric with extra firm finish from Jason Mills, Westwood, NJ); (2) 14-mesh or smaller copper wire screen; and (3) Typar BioBarrier (REEMAY, Inc., Old Hickory, TN). The nylon fabric has holes approximately 1/26th-inch square separated by strands approximately 1/26th-inch thick, with strands fused together. Copper screen has been shown to be effective in controlling seedling root growth. Typar BioBarrier is a commercial product developed specifically to control roots of trees, and consists of a felt-like spun-bounded polypropylene fabric to which polyethylene pellets are attached at one and a half (1½) by one and a half (1½) inch spacing. The pellets are impregnated with the herbicide Trifluralin and release it slowly over time (many years). After a two (2) foot deep, narrow trench is dug adjacent to the curb, sidewalk, or other structure involved, and after any affected roots are properly pruned (see section 6.04), the material of choice should be placed against the side of the wall closest to the roots that were severed (side of the wall farthest from the structure being protected). Note: This procedure should not be used if large, existing roots (four (4) inches or larger in diameter) will be severed. The nylon fabric and copper screen will constrict roots to the size of the openings in the material; beyond the constrictions, roots will be greatly stunted except for knobs that form against the barriers. The barrier should be installed at least eighteen (18) to twenty-four (24) inches deep (in a vertical plane).

13. In areas where roots have to be removed for construction of drain inlets, roots shall be severed prior to excavation to eliminate unnecessary tearing of roots by equipment.

- A. Excavate soil by hand at the construction cut limit to a depth of thirty (30) inches or to the depth of the required root cut, whichever is less.
- B. Prune roots as specified in section (d).
- C. Protect exposed roots as specified in section (b) 5.

14. Concrete or chemicals spilled within tree protection areas should be completely removed. Contaminated soil shall be completely removed at the time of the spill and removed by hand without disturbance to root systems. Appropriate soil should be added as necessary to restore the grade.

*(c) Irrigation or Utility Installation.*

**1. PROTECTION OF TREES AND HIGH-VALUE SHRUBS:**

Contractor shall protect all trees and high-value shrubs from injury due to irrigation related work. All injuries to trees and high-value shrubs shall be mitigated to the satisfaction of the Owner, and, if appropriate in accordance with guidelines established in the "Guide for Plant

**SECTION 201A**  
**TREE RETENTION AND PROTECTION**

Appraisal". All costs of such mitigation shall be charged to and paid by the Contractor.

All irrigation lines shall be indicated on construction plans and pre-approved by the City Forester or Project Consulting Arborist. Unless absolutely necessary, no irrigation lines shall be located within 10 feet of any existing tree trunk. (See Section 2 below).

**2. EXISTING TREES**

A. The City Forester or Project Consulting Arborist shall be notified prior to any trenching or excavation known or suspected to involve cutting of more than: [1]- two roots, three inches or more in diameter; and/or [2]-four roots between two (2) and three (3) inches in diameter. The City Forester or Project Consulting Arborist shall be notified immediately in the event that roots in excess of that described above are cut, torn, ripped, or otherwise injured.

B. All trenching or other work under the dripline of any tree shall be done by hand or by other methods which will prevent breakage or other injury to branches and roots.

C. Where it is necessary to excavate within the critical root zone of existing trees, contractor shall use all possible care to avoid injury to trees and tree roots. Excavation, in areas where two (2) inch diameter and larger roots occur, shall be done by hand with approved hand tools. Where possible, tree roots two (2) inches or larger in diameter shall be tunneled or bored under and shall be covered with moistened burlap to prevent excessive drying.

D. Wherever a trenching machine exposes roots smaller than two (2) inches in diameter, such roots extending through the trench wall shall be hand pruned (see section (d)). All trenches within critical root zones shall be closed within twelve (12) hours-if this is not possible, the trench walls shall be covered with burlap and kept moistened. Prior to backfilling, Contractor shall contact the City Forester or Project Consulting Arborist to inspect the condition and treatment of roots larger than two (2) inches in diameter injured by trenching.

E. Horizontal directional boring(auger tunneling), rather than open trenching, should be used for irrigation line or other utility installation within one half ( $\frac{1}{2}$ ) foot linear distance from the trunk base for every inch of trunk diameter, if root disruption or utility installation occurs on no more than one side of the tree. If trenching or utility installation will occur on two or more sides of a tree trunk (e.g. N,S,E, or W), then horizontal directional boring should be used if line installation is within one (1) foot linear distance from the trunk base for every inch of trunk diameter.

(d) *Root Pruning.* Tree roots shall not be pruned or cut unless their removal is unavoidable or absolutely necessary. The City Forester or Project Consulting Arborist shall be notified prior to any operation known or suspected to involve cutting of more than: [1]- two roots, three (3) inches or more in diameter; and/or [2]- four (4) roots between two (2) and three (3) inches in diameter. The City Forester or Project Consulting Arborist shall be notified immediately in the event that roots in excess of that described above are cut, torn, ripped, or otherwise injured.

SECTION 201A  
TREE RETENTION AND PROTECTION

1. Upon approval by the City Forester, prior to any excavation, removal of sidewalk, or other activity that will result in removal of soil and tree roots, all tree roots within a designated area will be pruned to a depth of fourteen (14) inches. Pruning shall occur with a Dosko Root Pruner, or equivalent, in accessible areas, and by hand in areas inaccessible to the root pruning machine. All other root pruning shall be done by hand with approved tools.

2. Removal of roots greater than one (1) inch diameter or parts of roots that are injured or diseased should be performed as follows:

A. Preserve the root bark ridge (similar in structure and function to a branch bark ridge). Directional root pruning is the recommended technique and should be used during hand excavation around tree roots. Roots are similar to branches in their response to pruning practices. With directional root pruning, objectionable and severely injured roots are properly cut to a lateral root, if possible, that is growing downward or in a favorable direction.

B. All roots needing to be pruned or removed shall be cut cleanly with sharp hand tools, with oversight by the City Forester or Project Consulting Arborist. No wound dressings shall be used.

C. Recommended root pruning tools:

Scissor-type lopper  
Scissor-type pruner  
Large and small hand saws  
Wound scribe  
Trowel or small shovel  
Garden Fork  
Hand broom

3. ROOT PRUNING NEAR SIDEWALKS

1. Root pruning should be done carefully, by hand, to achieve the objective of reducing future sidewalk problems as well as preserving the trees. Removing anchoring roots or causing injuries in anchoring roots and root flares can cause future decay and windthrow hazards. Indiscriminate cutting of vigorous roots results in their resprouting so that several more new roots may grow from the cut end, back under the sidewalk, thereby reducing the time between sidewalk repairs. Roots can be managed in the ground without significant harm to trees, if care is taken to avoid injuries that lead to root and trunk decay.

2. Directional root pruning is recommended because it considers the tree's response to root pruning and decay. With directional root pruning, roots are cut to a large lateral, if possible, that is growing downward or in a more favorable direction. The pruned root ends will be less likely to resprout, since a large lateral can assume the new terminal role of the root.

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Proper removal of selected roots or parts of roots can direct roots away from sidewalks in the future. Procedures for root pruning directly next to sidewalks are as follows:

- A. Hand dig a trench six (6) to eight (8) inches in depth at the edge of the planting strip and sidewalk.
- B. Remove all roots less than two (2) inches in diameter in this trench back to a desirable lateral root, preserving the root bark ridge. If careful excavation does not reveal a desirable lateral root within twelve (12) inches of the exposed root in question, then the exposed root shall be pruned properly so that a minimal amount of root is removed.
- C. Small root bundles, the source of future sidewalk problems, should also be removed at this time.

3. All roots between two (2) and four (4) inches in diameter should be examined by the City Forester or Project Consulting Arborist in terms of their role in anchoring the tree.

- A. All roots that contribute significantly to anchorage should be preserved. Remove all other roots in this size range to sound, downward growing lateral roots that are at least one half ( $\frac{1}{2}$ ) the size of the root being removed.
- B. All roots larger than four (4) inches in diameter are to be preserved unless their removal is absolutely necessary. Preservation of large roots may require: [1]- reducing the sidewalk width near the root flare; and/or [2]- ramping or bridging the sidewalk over the roots to allow for root growth.

4. Tree guying subsequent to root pruning:

Upon review of on-site root pruning and constructing grading limits, the City Forester or Project Consulting Arborist shall determine if existing trees subject to root pruning should be guyed or otherwise stabilized. Contractor shall retain a qualified tree service company to complete tree guying and stabilization in accordance with National Arborist Association standards as referenced in Section 5.00. Tree service company shall be licensed by the City and County of Denver, through the City Forester's Office.

**(e) *Tree Protection Fencing.***

1. Tree protection fencing should be installed two (2) feet behind the existing curb in areas where the street surface will be removed and replaced. Tree protection areas shall be designated on construction documents, and fencing locations should be staked for approval by the Construction Manager and City Forester or Project Consulting Arborist.
2. Tree protection fences should be constructed of one of the following:

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A. Galvanized chain-link - six (6) feet in height. Posts should be installed on ten (10) foot centers (maximum), at a depth of three (3) feet minimum. Installation of post shall not result in injury to surface roots or root flares of trees.

B. Colored (orange), molded plastic construction fencing-four (4) feet in height.

3. Fencing should be installed to completely surround the limits of tree protection areas, and should extend at least ten (10) feet beyond the designated construction limits.

4. Tree protection fencing shall be installed prior to any site activity and shall remain until its removal is authorized by the City Forester or Project Consulting Arborist.

(f) *Tree Protection Signage.* A sign shall be mounted on tree protection fencing at fifty (50) foot intervals warning constructing personnel and the public to keep out of the tree protection areas.

(g) *Project Site Monitoring.* As determined by the City Forester for projects of sufficient size to warrant such, a Project Consulting Arborist should be retained to enforce and monitor the Tree Retention and Protection objectives. The project site should be monitored a minimum of two (2) times weekly-more frequently at the start of the project until all procedures and specifications are understood and properly executed by all parties. Specific monitoring schedules should be developed at preconstruction meetings and modified as deemed necessary by the appropriate parties.

(h) *Injuries to Existing Plants - Damage Penalties.*

### 1. TREE AND HIGH-VALUE SHRUB APPRAISAL:

All trees and high-value shrubs will be evaluated and appraised by the City Forester or Project Consulting Arborist, and a list of all tree values for the project will be on file in the Construction Manager's office. Any tree or other plant requiring retention or protection that is not on the list shall be appraised by the City Forester or Project Consulting Arborist as necessary to comply with this damage penalty.

Documentation for appraisals will consist of :

[1]-measurement of plant size; [2]-identification by common and botanical names; [3]-current condition (overall health, injuries, overt hazard status, etc.) and [4]-location factors as described in the "Guide for Plant Appraisal". Photographs may be taken of certain trees and shrubs to document debilitating condition factors.

The threshold level for plants to be appraised shall be \$100.00; only those trees and shrubs estimated to have a monetary value greater than \$100.00 shall be appraised.

2. Trees and other plants designated as requiring retention or protection shall be identified and located on construction plans. Loss of, or partial injury to, any of these plants due to Contractor

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neglect or improper construction activities will result in liquidated damages for the assessed value of the tree as determined by the City Forester or Project Consulting Arborist.

3. Trees determined as requiring "general protection" or "special protection" in the construction areas and in other key locations should be clearly identified by the City Forester or Project Consulting Arborist. Loss or partial injury to any of these trees due to Contractor neglect or improper construction activities will result in liquidated damages for the assessed value of the trees as determined by the City Forester or Project Consulting Arborist. Injury to a portion of these trees will be assessed by the City Forester or Project Consulting Arborist and a corresponding portion of the liquidated damages will be assessed to the Contractor.

4. A fine of one-thousand dollars (\$1,000.00) will be levied against the Contractor for each incident of construction damage (including construction traffic) within designated tree protection areas. Any fine shall be independent of any applicable liquidated damages for the assessed value of the tree or tree part.

5. Trees or roots visibly and unnecessarily injured will cause the Owner to withhold from the Contractor an assessed amount conforming to the requirements stipulated above, for a period of one full year. After that period the impact of the injury to any tree will be assessed by the City Forester or the Project Consulting Arborist.

6. If any trees or shrubs designated to be retained or protected are injured and replacement is justified, a number and equivalent diameter inches of trees or shrubs of same or similar species shall be furnished and planted by the Contractor. The total inch diameter of the replacement plant(s) shall equal the diameter of the plant(s) to be replaced, in accordance with the "Guide for Plant Appraisal".

*(i) Submittals.*

1. Proposed methods and schedule for effectuating tree and other plant protection shall be submitted for approval. Contractor shall submit construction schedule which includes a time frame for work near existing plants. Approval of such shall be obtained from the City Forester prior to commencement of construction near tree protection areas.

2. Proposed methods, materials, and schedule for root pruning, branch pruning, and other tree maintenance shall be submitted for approval. The City Forester or Project Consulting Arborist shall mark the location of root pruning lines in the field prior to the operation. If possible, root pruning should occur between autumnal leaf fall and spring foliation. Root pruning during the growing season shall require approval of the City Forester or Project Consulting Arborist.

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**(j) *Tree and Other Plant Maintenance During and after Completion of Construction***

1. Proper maintenance should include, but without limitation to: structural and remedial pruning; watering; mulching; remediating soil compaction; fertilization; insect and disease control; soil and tissue analysis; aeration; and wound treatment.
2. The timing, duration and frequency of necessary maintenance practices should be determined by the City Forester or Project Consulting Arborist, based on factors associated with the site and affected plants.

**METHOD OF MEASUREMENT**

201A.03 The retention and protection of trees will not be measured, but shall be included in the work.

**BASIS OF MEASUREMENT**

201A.04 The retention and protection of trees will not be paid for separately but shall be considered incidental and shall be included in the work.

**END OF SECTION REVISION**

**REVISION OF SECTION 202**  
**REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Subsection 202.01 shall be revised to include the following:

Final disposal of materials is included in the work, and shall be disposed of at DADS.

Materials removed from this Project shall be recycled or shall be disposed of at DADS.

After removal, the exposed sub grade surface shall be finished to a smooth and uniform surface conforming to the typical approved plan specified grade.

All references to curb and gutter shall be construed to include concrete curb and gutter, asphalt mat overlying concrete gutter pan, concrete gutter pan, granite-block curb, and stone curb.

This work will include removal and disposal of sewer stone inlets, manholes, pipe, and curb and gutter as required.

Subsection 202.02 shall be revised to include the following:

Final disposal is included in the work. The Project Manager will mark the limits of removals in the field. Disposal will be made at DADS.

Removed concrete and asphalt material may not be used to construct embankments.

Culverts, pipes or sewers may not be left in place and filled, unless directed by the Project Manager. Storm sewers shall be removed per approved plan details.

Storm drain inlet protection devices shall be installed prior to the commencement of removal activities.

Removals in the vicinity of trees to remain shall conform to applicable provisions of the Tree Retention and Protection specification, as prepared by Denver Forestry.

Subsection 202.03 is hereby replaced as follows:

All salvable material shown on the plans shall be removed, without unnecessary damage, in sections or pieces that may be readily transported, and delivered by the Contractor to the location noted on the plans, or as directed by the Engineer. The Contractor shall be held responsible for the safekeeping of all salvable materials during the period of the Contract until they are delivered to the City. The Contractor shall make good or replace at his own expense any such materials damaged, stolen or otherwise lost prior to receipt by the City. All salvable materials, as designated on the plans, shall remain the property of the City.

Subsection 202.07 is hereby replaced as follows:

All concrete pavement, sidewalks, structures, curbs, gutters, asphalt pavement, etc., designated for removal, shall be broken into pieces and disposed of outside the limits of the project, unless otherwise designated on the plans, or as directed by the Engineer.

Old concrete construction which abuts new construction, edges of pavement, sidewalks, curbs, etc., to be left in place shall be saw cut to true line with a vertical face.

Where old asphalt construction abuts new construction, edges of asphalt pavement, patching, etc., asphalt to be left in place shall be wheel cut or sawcut to a neat vertical face with minimal jagged edges to the satisfaction of the Engineer. The Engineer, at his discretion, may require asphalt to be sawcut.

Removal of stone curb shall include the complete removal of the curb head and concrete foundation. No payment will be made for sprinkler relocation, utility relocation, etc., beyond the limits of construction as shown on the plans. Stone curb designated for salvage shall be carefully removed to prevent damage and delivered to the location indicated in the plans or specifications, or as directed by the Engineer.

Subsection 202.09 shall be revised to include the following:

Removal of asphalt mat from gutters shall be accomplished by planing, and/or scraping. If the existing gutter is to remain, the gutter shall be cleaned until the pan is completely clean of residue. Gutters which are excessively (greater than one-quarter inch in depth) planed or damaged shall be removed and replaced by the Contractor at his expense. If gutter is designated for removal, no separate payment shall be made for asphalt removal.

Subsection 202.11 shall be revised to include the following:

Removal of concrete paving, crossspans, curb ramps, driveways will be measured by area in square yards, regardless of thickness.

Removal of asphalt mat will be measured by square yard. If the asphalt mat is greater than 4" and is over concrete pavement, both asphalt removal and concrete pavement removal will be paid. If the asphalt mat is less than 4" and is over concrete pavement, only concrete pavement removal will be paid.

Removal of asphalt mat (planing) will be measured by the square yard, regardless of thickness.

Removal of trolley tracks will be measured by centerline lineal track foot, and shall include the removal of rails, ties, connections, cobblestones and concrete runners.

Removal of asphalt mat from concrete gutter and other concrete designated to remain shall be measured by the square yard. Removal of asphalt mat from gutter shall include cleaning as part of that pay item.

The each price bid for inlet removal shall include all of the Contractor's costs of whatsoever nature. The price bid shall include: excavation, including overexcavation to remove unsuitable foundation material; removal and disposal of all inlet materials including pipe, wood, concrete, reinforcing; backfilling and compaction; and all other related and necessary materials, work and equipment required to remove the inlet in accordance with the Contract Documents.

The linear foot price bid for culvert removal shall include all of the Contractor's costs of whatsoever nature. The price bid shall include: excavation, including overexcavation to remove unsuitable foundation material; removal and disposal of all culvert materials including pipe, wood, concrete, reinforcing; backfilling and compaction; and all other related and necessary materials, work and equipment required to remove the culvert in accordance with the Contract Documents.

Subsection 202.12 is hereby deleted and replaced as follows:

The accepted quantities will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule. Payment shall be full compensation for sawcutting, scraping, sandblasting, removing, hauling and disposal of such items, excavation and subsequent backfill (with moisture/density control per the Revision of Subsection 203.07) to proposed subgrade elevation. The price shall also include salvageable materials removed, their custody, preservation, storage, haul and disposal as provided herein.

Payment will be made under:

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Removal of Asphalt Mat from Gutter	S.Y.
Removal of Asphalt Mat (Planing)	S.Y.
Removal of Concrete Pavement	S.Y.
Removal of Asphalt Mat	S.Y.
Removal of Curb and Gutter	L.F.
Removal of Sidewalk	S.Y.
Removal of Inlet	Each
Removal of Culvert	L.F.
Removal of Siphon	Each

**END OF REVISION OF SECTION 202**

## **REVISION OF SECTION 203 EXCAVATION AND EMBANKMENT**

Section 203 of the Standard Specifications is hereby revised as follows:

Subsection 203.01 shall be revised to include the following:

Disposal as needed will be made to DADS and shall be part of this contract.

Work in the vicinity of trees to remain shall conform to applicable provisions of the Tree Retention and Protection specification, as prepared by Denver Forestry, included in this specification package.

Fencing shall be erected around all excavations greater than 4 feet deep to preclude public access when unattended.

### **CONSTRUCTION REQUIREMENTS**

Subsection 203.04 shall be revised to include the following:

The Contractor shall protect and promptly dewater and recondition all excavations from water, regardless of source.

### **EXCAVATION**

Subsection 203.05 (c), first paragraph, shall be revised to include the following:

Approved backfill material shall be Aggregate Base Course (Class 6) or other material as approved by the Project Manager.

**Muck Excavation.** Where excavation to the finished grade elevation results in sub grade of soil, the Project Manager shall designate the material to be removed and replaced with approved material. Material shall be replaced and backfilled with Class 6 Aggregate Base Course, or other material approved by the Project Manager.

### **TREATMENT OF CUT AREAS WITH MOISTURE AND DENSITY CONTROL**

Subsection 203.07 shall be revised to include the following:

Unless otherwise indicated on the plans, the density requirements for embankment material shall be: clay soils – 95% of the maximum density determined in accordance with AASHTO T-99; granular soils – 90% of the maximum density determined in accordance with AASHTO T-180.

**Proof Rolling.** Proof rolling of the sub grade shall be required. Proof rolling shall be done after specified compaction has been obtained. Proof rolling shall be conducted with a double tandem ten-wheel end-dump truck, loaded to a minimum gross weight of 45,000 pounds, or other equipment as approved by the Project Manager. Areas found to be weak,

and those areas that failed, shall be ripped, scarified, dried or wetted as necessary and re-compacted to the requirements for density and moisture at the Contractor's expense.

#### METHOD OF MEASUREMENT

Subsection 203.12 shall be revised to include the following:

Muck excavation, as designated by the Project Manager, will be measured in the field by the cubic yards necessary to bring the excavation back to subgrade.

Excavation to finished subgrade approved plan elevation shall be measured by cubic yards removed. Truck bed volume or other volume calculation acceptable to the Contractor and approved by the Project Manager shall be used.

Proof rolling, blading, wetting, drying, and dozing will not be measured and paid for separately, but shall be included in the cost of the work.

Hauling and disposal will not be measured and paid for separately but shall be included in the cost of the work.

#### BASIS OF PAYMENT

Subsection 203.13 shall be revised to include the following:

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Unclassified Excavation (C.I.P.)	Cubic Yard
Muck Excavation	Cubic Yard

#### END OF REVISION OF SECTION 203

**REVISION OF SECTION 206  
EXCAVATION AND BACKFILL  
FOR STRUCTURES**

Section 206 of the Standard Specifications is revised as follows:

Subsections 206.01 through 206.05 shall be replaced with City and County of Denver, Department of Public Works, Wastewater Management Division "Detail Technical Specifications for Storm and Sanitary Sewers".

Compaction Method B as defined in the above specifications shall be used.

**END OF REVISION OF SECTION 206**

## **REVISION OF SECTION 208 EROSION CONTROL**

Section 208 of the Standard Specifications is hereby revised as follows:

### **DESCRIPTION**

Subsection 208.01 is hereby revised to include the following:

Delete the first paragraph and replace with the following

This work shall consist of submitting plan, obtaining approval, constructing, installing, maintaining, and removing when required, erosion and sediment control measures during the life of the Contract to prevent or minimize erosion, sedimentation, and pollution of any waters, including waters in storm and/or sanitary sewage systems, whether combined or separate.

### **MATERIALS**

Subsection 208.02 is hereby revised to include the following:

- (i) *Gravel Filter.* Gravel for storm drain inlet protection shall conform to CDOT Coarse Aggregate No. 4, as defined in Section 703.
- (j) *Concrete Masonry Blocks.* Concrete masonry blocks shall be structurally sound, and conform to Subsection 704.03.
- (k) *Wire Screen.* Wire screen shall be wire mesh with ½-inch openings, and of sufficient tensile strength to retain the gravel filter without ripping, rupturing, or deforming such that gravel can pass through the screen.
- (l) *Sandbags.* Sandbags shall be standard plastic burlap-type with end-ties and a minimum capacity of 25 lbs of soil material.
- (m) *Sandbag fill.* Fill for sandbags shall be imported, uncontaminated, dry to moist (not saturated) mineral soil, free from trash, construction debris, and organic material.

### **CONSTRUCTION REQUIREMENTS**

Subsection 208.03(a) is hereby deleted and replaced as follows:

Project Review: The contractor may submit modifications to the Contract's approved (approved plans) erosion and sediment control measures in a written proposal to the Wastewater Management Division's (WWMD) NPDES Engineer and to the Project Manager at least 14 days prior to the beginning of any construction work. The written proposal shall include the following minimum information:

- 1) Reason(s) for changing/modifying the erosion and sediment control plan
- 2) Diagrams showing details and locations of all proposed changes/modifications
- 3) List of items to be used
- 4) Schedules for accomplishing all erosion and sediment control work

5) Effects on permits or certificates caused by the proposed changes/modifications

It shall be the responsibility of the Contractor to acquire approval of the proposed changes/modifications from the WWMD NPDES Engineer prior to beginning construction. Contractor shall be responsible for any amendments to permits or certificates required as a result of the proposed changes/modifications. Development and deployment of erosion and sediment control measures shall not be a reason for the extension of contract time. Contractor shall not be entitled to additional compensation resulting from changes/modifications to the erosion and sediment control plan approved at the request of the Contractor.

## EROSION CONTROL

Subsection 208.04(a) is hereby deleted and replaced as follows:

**Unforeseen Conditions:** The contractor shall design and implement erosion and sediment control measures for correcting conditions unforeseen during design of the Project, or for emergency situations, which arise during construction. The Project's erosion and sediment control plan and details, WWMD NPDES guidelines and details, and the Colorado Department of Transportation's "Erosion Control and Storm-Water Quality Guide" shall be used as reference documents for the purpose of designing erosion and sediment control measures. Measures and methods proposed by the Contractor to deal with unforeseen conditions shall be reviewed and approved in writing by the WWMD NPDES Engineer and the Project Manager prior to implementation and construction. In an emergency situation, the Contractor shall use best judgment for immediately responding to the emergency situation as it arises, and shall notify the WWMD NPDES Engineer and Project Manager of the emergency situation and measures and methods employed in response as soon as practical after installation.

## CONSTRUCTION OF EROSION CONTROL MEASURES

Subsection 208.05(e) is hereby deleted and replaced as follows:

**Temporary Diversion:** Temporary erosion and sediment control measures shall be removed upon completion of the Project, unless otherwise directed by the Project Manager. At the completion of the contract, removed salvable temporary erosion and sediment control items shall become the property of the Contractor.

Subsection 208.05(j) is hereby revised to include the following:

**Storm Drain Inlet Protection:** Storm drain inlet protection measures shall be removed when upstream disturbed areas have been stabilized, unless otherwise directed by the Project Manager.

## METHOD OF MEASUREMENT

Subsection 208.07 is hereby deleted and replaced as follows:

Erosion, sediment control, and water pollution control measures (except storm drain inlet protection) shall be considered included in the Project and will not be paid separately. Any excavation required for the removal of sediment from traps, basins, areas adjacent to silt fences and erosion bales, and any other cleanout excavation of accumulated sediment, and

removal of check dams or storm drain inlet protection will not be paid separately but shall be included in the cost of the work.

Temporary erosion, sediment control, and water pollution control measures required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work schedule shall be performed at the Contractor's expense.

#### **BASIS OF PAYMENT**

Subsection 208.08 is hereby deleted and replaced as follows:

No separate payment will be made for erosion and sediment control. Erosion and sediment control shall be included in Removal of Asphalt Mat.

Temporary erosion, sediment control, and water pollution control measures required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work schedule shall be performed at the Contractor's expense. In the case of repeated failures on the part of the Contractor in controlling erosion, sedimentation, and/or water pollution, the WWPD NPDES and/or Project Manager reserves the right to employ outside assistance or to use City forces to provide the necessary corrective measures. Such incurred direct costs, plus Project engineering costs, will be charged to the Contractor, and appropriate deduction will be made from the Contractor's monthly pay estimate.

#### **PAY ITEM**

Storm Drain Inlet Protection

#### **PAY UNIT**

EACH

#### **END OF REVISION OF SECTION 208**

**REVISION OF SECTION 209  
WATERING AND DUST PALLIATIVES**

Section 209 of the Standard Specifications is hereby revised as follows:

Subsections 209.07 and 209.08 shall be revised to include the following:

Water will not be measured and paid for separately but shall be included in the cost of the work.

**END OF REVISION OF SECTION 209**

## **REVISION OF SECTION 210 RESET STRUCTURES**

Section 210 of the Standard Specifications is hereby revised as follows:

### **DESCRIPTION**

Subsection 210.01 shall be revised to include the following:

This work shall also consist of restoring existing landscaping that is disturbed during construction to its original condition. This item applies to all landscaping within the limits of construction. Materials used to restore landscaping shall be replaced "in-kind" unless otherwise approved by the Project Manager.

### **CONSTRUCTION REQUIREMENTS**

Subsection 210.02 shall be revised to include the following:

"Restore Landscaping, In Kind" shall include restoring all landscaping that is disturbed within the limits of construction. This includes landscape brick, concrete, and asphalt pavers, landscape rock, flowers, shrubs and landscape timbers. The Contractor shall reuse salvable landscape materials whenever possible, or at the Contractor's option, replace with new materials at the Contractor's expense. All salvable landscape materials remain the property of the property owner at their option; otherwise, these materials become the property of the Contractor. The Contractor shall be required to maintain the landscaping planting in accordance with Section 214.

"Reset Sprinkler Lines" shall include the resetting of existing sprinkler lines, heads and appurtenances that are required to be temporarily relocated outside pavement/curb and gutter removal limits back into their original location. This includes all sprinkler lines, heads and appurtenances within the proposed limits of construction. The Contractor shall replace any lines, heads and appurtenances damaged during construction at their expense. Materials shall conform to Section 623. Work on sprinkler system shall be subject to inspection testing and approval by owners. Any required modifications to the existing sprinkler line, heads and appurtenance will be paid for under Section 623.

### **TRAFFIC SIGNALS**

Subsection 210.09 shall be revised to include the following:

Signs and traffic signals shall be reset in accordance with the City Transportation Engineering requirements. It will be the Contractor's responsibility to supply and install any new materials needed to restore the signs and traffic signals to service at the new location. Conduit will be placed for future signal reconstruction per City Transportation Engineering requirements

### **ADJUST STRUCTURE**

Subsection 210.10 shall be revised to include the following:

Manhole masonry, manhole rings and covers, water meters, valves, etc. shall be adjusted in accordance with the applicable standards of the Utility Owner. The Contractor will be responsible for determining the proper Utility Owner and coordinating these adjustments or replacements if the manhole masonry, manhole rings and covers, meters or valves, etc. are contaminated.

“Reset Inlet Grate and Frame” shall include all work necessary to adjust the existing hardware to the proposed grade shown on the plans, and shall include all mounting hardware, footings and all other work necessary to complete the reset item.

Restoration of landscaping beyond limits outlined on the approved plans and/or as marked in the field by the Project Manager will be at the contractor's expense.

#### **METHOD OF MEASUREMENT**

Subsection 210.12 shall be revised to include the following:

The quantity to be measured where items are reset, adjusted, or restored on a "square foot" basis shall be the actual number of items or square feet of restoration that are completed and accepted.

#### **BASIS OF PAYMENT**

Subsection 210.13 shall be revised to include the following:

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Reset Ground Sign	Each
Adjust Manhole/Meter/Valve Box	Each
Reset Inlet Grate and Frame	Each
Restore Landscaping	SF

#### **END OF REVISION OF SECTION 210**

## **REVISION OF SECTION 304 AGGREGATE BASE COURSE**

Section 304 of the Standard Specifications is hereby revised as follows:

### **SHAPING AND COMPACTION**

Subsection 304.06 is revised as follows:

All material within the street section shall be compacted to 95% of maximum density as determined in accordance with AASHTO T-99; all areas outside the street section shall be compacted to 90% of the maximum density determined in accordance with AASHTO T-180.

### **METHOD OF MEASUREMENT**

Subsection 304.07 is hereby revised as follows:

Aggregate base course (class 6) or approved replacement will be measured by the cubic yard delivered, placed, compacted, and accepted on the Project in-place.

### **BASIS OF PAYMENT**

Subsection 304.08 is hereby revised as follows:

Payment will be made under:

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Aggregate Base Course or approved replacement (Class 6) (Complete in-place)	Cubic Yards

### **END OF REVISION OF SECTION 304**

## **REVISION OF SECTION 306 RECONDITIONING**

Section 306 of the Standard Specifications is hereby revised as follows:

### **DESCRIPTION**

Subsection 306.01 shall be revised to include the following:

All existing sub grade on streets shall be reconditioned over the area defined by the area of removals.

Proofrolling shall be required.

### **CONSTRUCTION REQUIREMENTS**

Subsection 306.02 shall be revised to include:

Unless otherwise indicated on the plans, the density requirements for reconditioning shall be:

Clay Soils - 95% of the maximum density determined in accordance with AASHTO T-99  
Granular Soils - 90% of the maximum density determined in accordance with AASHTO T-180

### **BASIS OF PAYMENT**

Subsection 306.04 shall be paid as follows:

Reconditioning will not be paid for separately but will be incidental to all related work.

### **END OF REVISION OF SECTION 306**

## **REVISION OF SECTION 401 AND 403 PLANT MIX PAVEMENTS**

Sections 401 and 403 of the Standard Specifications for Road and Bridge Construction are hereby deleted and replaced with the Comprehensive Specifications for the Metropolitan Government Pavement Engineers Council (MGPEC), included herein, within Appendix A.

### **BASIS OF PAYMENT**

Subsection 401.22 shall be deleted and replaced as follows:

The measurement for payment of this item will be the actual number of square yards per inch thickness of hot mix asphalt pavement, in place, complete, and accepted by the Project Construction Engineer, however, no measurement for payment will be made for hot mix asphalt pavement placed in areas not specifically approved by the Project Construction Engineer, nor required due to careless or unauthorized operation by the Contractor. Unless otherwise directed by the Project Construction Engineer, the hot mix asphalt trench paving shall be placed to a depth specified in the Contract Documents.

The unit price bid per square yard per inch of thickness of hot mix asphalt trench pavement shall include all of the Contractor's costs of whatsoever nature for the complete construction of the proposed roadway, appurtenances, or items otherwise provided for elsewhere in the Contract Documents. The price bid shall include: obtaining all necessary permits; paying any associated fees; saw cutting or milling the existing pavement smoothly and squarely in a manner satisfactory to the Project Construction Engineer to assure a smooth joint (ripping and wheel-cutting is not permitted); loading, hauling, removal, and disposal of unsuitable material and excess excavated material; subgrade preparation, backfilling and compaction of subgrade to include furnishing, transporting and placement of any additional suitable backfill material required; asphalt tack coat; fresh asphalt hauling, placing, rolling, and compaction; street sweeping and clean up; traffic control not provided for elsewhere in the Contract Documents; temporary striping as required; and all other necessary materials, work, and equipment required for placement of the hot mix asphalt pavement in a manner satisfactory to the Project Construction Engineer and in accordance with the Contract Documents.

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Hot Bituminous Pavement (SX - Grading)	SYI
Hot Bituminous Pavement (S - Grading)	SYI
Hot Bituminous Pavement (G – Grading)	SYI
Hot Bituminous Pavement (Patching)	Ton

### **END OF REVISION OF SECTION 401 / 403**

**There will be no machine placement of HBP between November 1 and April 1.**

## **REVISION OF SECTION 412 PORTLAND CEMENT CONCRETE PAVEMENT**

Section 412 of the Standard Specifications is hereby revised as follows:

Subsection 412.01 shall be revised to include the following:

This work shall also include driveway, crossspan, bus pad and alley paving.

Subsection 412.03 shall be revised to include the following:

Mix designs must be submitted for approval by the Engineer and shall be designed for the opening times required by the Traffic Control Plan. Such mix designs shall be submitted in a timely manner so as not to delay the scheduled commencement of the project, taking into account time for testing of the mix by the Contractor's laboratory.

Subsection 412.04 shall be deleted and replaced with Subsection 601.02, with the following revisions:

Calcium chloride (up to 1 percent by weight of cement) or Type C or E accelerators may be used under the following conditions:

- a) The median daily temperature is less than 55 degrees (Average of previous three days).
- b) The date of placement is between September 30th and May 30th.
- c) The concrete temperature may not exceed 80 degrees F prior to placement.

Difficulties encountered as a result of use of accelerators, the costs of associated delays, and corrective action costs shall be borne by the Contractor.

When High Early Strength is requested by the engineer for the convenience of the City, a field strength of 2500 psi shall be achieved in 24 hours or less. An additional charge per cubic yard will be negotiated and paid for high early concrete when directed to be used by the engineer. If high early concrete is placed by the contractor without the request of the City the entire additional cost will be borne by the contractor. When directed by the Engineer, a maturity meter (James Instrument Model No. 3006) shall be used to monitor on-site maturity of pavement concrete. The Contractor shall establish a maturity versus strength relationship for the concrete mixture being used. This correlation may be achieved by casting and curing cylinders on site, monitoring temperature and maturity of cylinders and paving concrete versus time, and testing cylinders at time intervals to establish the correlation.

Subsection 601.05, Paragraph 5, Item (2), referencing use of fly ash, shall be deleted.

Subsection 412.10 shall be revised to include the following:

The Contractor is required to submit a detailed breakdown of paving equipment, vibratory devices, finishing tools, and provisions for protection from or avoidance of damage from weather impacts. This information shall be submitted for approval by the Engineer prior to commencing any construction activities.

Subsection 412.12 shall be revised to include the following:

The Contractor shall insure that new concrete items built under this contract drain

properly and, as such, there are no areas of standing water on new concrete items.

The Contractor shall protect all new concrete items built under this Contract against defacement, or other injury, from any cause. If said damage cannot be adequately repaired to the satisfaction of the Engineer, the Contractor shall remove and replace the unacceptable items at Contractor's expense.

Subsection 412.13(a)1, shall be deleted and replaced with the following:

*Longitudinal Construction Joints.* Keyways in longitudinal construction joints are optional.

Deformed steel tie bars of specified length, size, spacing, and material shall be placed perpendicular to the longitudinal joints by an approved method. When adjacent lanes of pavement are constructed separately, Grade 40 (not Grade 60) tie bars may be bent at right angles against the form of the first lane constructed and straightened into final position before the concrete of the adjacent lane is placed. If epoxy-coated steel tie bars are bent and then straightened into final position, at the Engineer's discretion the bars shall be repainted with epoxy coating prior to placement of the adjacent concrete. The tie bars shall be inserted into the plastic state concrete between the auger and the vibrators. Other methods of the bar placement may be acceptable if the Contractor can demonstrate satisfactory performance of his alternate method. Proposals of alternate methods or additional costs associated with other methods shall be at the Contractor's expense.

Subsection 412.13(b), delete the first sentence and replace it with the following:

Weakened plane joints shall be formed by sawing to the depth specified on the drawings, in accordance with the requirements of this subsection or as otherwise approved by the Engineer, except as follows: When required to adhere to the City Noise Control Ordinance, joints shall be formed initially by deep tooling or "soft-cut" methods, followed by sawing at the first available time within the ordinance.

Subsection 412.13(b)2, delete the first and second paragraphs and replace with the following:

Transverse weakened plane joints shall be formed by sawing a groove in hardened concrete in accordance with plan details.

The Contractor shall cut the transverse and longitudinal joints to the width and depth required. The cut shall be made with a power driven saw. Any damage to the concrete pavement such as spalling or fracturing shall be repaired by the Contractor as directed by the Engineer at no cost to the project. The joints shall be immediately flushed with water to remove any sawing residue from the joint and pavement surface.

If concrete approaches or any widening beyond the width of the initial pass is constructed subsequent to the driving lanes, transverse weakened plane joints shall immediately be formed in the approaches extending from any joints in the driving lanes.

Subsection 412.13(b)2, shall be revised to include the following:

The time schedule for sawing weakened plane joints shall be as follows: Every second joint shall be sawed 2 to 12 hours after pavement placement, provided the concrete has sufficiently set so as to preclude the dislodging of aggregate particles by the saw. Unless otherwise directed by the Engineer, the exact time of sawing shall be determined by the Contractor and will be dependent on weather conditions, ambient temperature, mix characteristics and other factors that may affect the setting time of the concrete. Every effort shall be made to saw early enough to control or limit random cracking. The

intermediate joints shall be sawed prior to opening to traffic, but in no case longer than 48 hours after placement of the concrete.

The Contractor shall adhere to the City Noise Control Ordinance. In the event that the need for saw cutting is anticipated during restricted time periods, a "soft-cut" saw shall be used before restricted hours, or deep tooling of joints shall be performed on plastic concrete, followed by saw cutting of the concrete as soon as possible during unrestricted hours. At the discretion of the Engineer, saw cutting will be prohibited between 10:00 p.m. and 7:00 a.m.

Subsection 412.18 shall be deleted and replaced with the following:

#### 412.18 Sealing Joints.

This work shall consist of sawing, cleaning and sealing Portland cement concrete pavement joints for new pavements.

Cleaning, repairing and proper curing of any spalls, fractures, breaks or voids in the concrete surface of the joints shall be accomplished at least 4 days prior to installing the backer rod material or joint sealant. Joint sealing or resealing shall be performed only when the ambient and pavement temperatures are 50 degrees F or higher, unless otherwise approved by the Engineer. The pavement surface and joints shall be dry and the sealant shall not be placed unless the weather conditions are dry. The sealant shall be placed a minimum of 4 days after joints are washed clean.

The Contractor shall thoroughly clean the joint and adjacent pavement for a width of not less than one inch on each side of the joint of all scale, dirt, dust, residue, or any foreign material that will impair bonding of the joint sealant. Immediately prior to the placement of backer rod material and the sealant, the joints shall be cleansed using a minimum of 100 psi compressed air.

Work shall be stopped when and if it is found that there oil or moisture in the compressed air. Work shall not resume until suitable adjustments are made. The Contractor is to check for such oil or moisture at the start of every work cycle and periodically during the cycle using an Engineer approved method. The backer rod shall be placed in such a manner that the grade for the proper depth of the sealant material is maintained. Under no conditions shall the Contractor place the backer rod material or the sealant if there is dust, moisture, oil or any foreign material on that portion of the concrete that is to receive the backer rod material or joint sealant.

A copy of the manufacturer's recommendations pertaining to the heating and application of the sealant shall be submitted to the Engineer prior to the beginning of work, and these recommendations shall be adhered to by the Contractor, with such exceptions as this specification may require.

The sealant material shall be hot applied into the joint using equipment and techniques recommended by the joint sealant manufacturer. The surface of the finished joint seal shall have a flat level surface that is 3/16+/-1/16 inch below the surface of the concrete pavement. Sealant not placed within these tolerances will not be measured and paid for, and the Contractor shall remove the joint sealant material and clean and reseal these joints in accordance with the criteria outlined in the special provision at no additional cost to the project. If, in the opinion of the Engineer, the Contractor shows an inconsistency in his

ability to fill the joints to the required dimensions, the Contractor shall cease his operations until such time as he can comply with the required criteria in a consistent manner.

In addition, the Engineer may elect to check for bonding or adherence to the sides of the joint. Material shall conform to Subsection 705.01(a).

The joint material must withstand a 20 pound pull force applied perpendicular to the joint as indicated in "COLORADO PROCEDURE 67-90".

Subsection 412.22 shall be deleted and replaced with the following:

The pavement shall be cleaned and opened to traffic in accordance with the time requirements shown on the plans or in the specifications.

Pavement shall not be opened until it has reached a compressive strength of 2500 psi in-place, regardless of the curing time required by the Traffic Control Plan. The TCP may necessitate the required compressive strength to be attained within 72 hours or less.

Subsection 412.24 shall be revised to include the following:

Payment under Concrete Pavement shall be full compensation for all materials and labor required to complete the various pavement sections, including the areas of thickened edges, driveways, bus pads and alley paving.

New curb and gutter that is adjacent to new concrete pavement will not be measured and paid for separately but included in the square yard measurement for concrete pavement. Measurement and payment will be to back of curb except where curb ramp limits overlap.

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Concrete Pavement(Crosspans, Driveways, Panels 8")	S.Y.

Saw Cut for Expansion Joint includes those areas where existing pavement must be cut for the sole purpose of installing an expansion joint. Payment shall be full compensation for "soft cutting" and tooling necessitated by Noise Ordinance, saw cutting hardened concrete, cleaning out the saw cut, expansion material and sealant.

#### **END OF REVISION OF SECTION 412**

## **REVISION OF SECTION 603 CULVERTS AND SEWERS**

Section 603 of the Standard Specifications is hereby revised as follows:

Subsections 603.03 through 603.11 shall be replaced with Wastewater Management Division's "Detail and Technical Specifications for Storm and Sanitary Sewers." All references in these specifications to measurement and payment and item numbers referencing Standard Construction Specifications shall be deleted. Section 5.02.4, "Method of Backfill" in these specifications is hereby revised to include the following: Backfill and compaction of culverts and sewers shall be in accordance with Compaction Method B, as defined in Section 206.

### **BASIS OF PAYMENT**

Subsection 603.12 is revised to include the following:

Structural excavation, bedding, and structural backfill will not be measured separately but shall be included in the work.

### **END OF REVISION OF SECTION 603**

**REVISION OF SECTION 604  
MANHOLES, INLETS, AND METER VAULTS**

Section 604 of the Standard Specifications is hereby revised for this Project as follows:

Subsections 604.02 through 604.06 shall be replaced with:

Wastewater Management Division's "Detail and Technical Specifications for Storm and Sanitary Sewers.". All references in these specifications to measurement and payment and item numbers referencing Standard Construction Specifications shall be deleted.

**BASIS OF PAYMENT**

Subsection 604.07 is revised to include the following:

Structure Excavation and Structure Backfill will not be measured separately but shall be included in the work.

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Inlet Type 16	Each
Storm Manhole	Each
15 Inch Reinforced Concrete Pipe	LF
18 Inch Reinforced Concrete Pipe	LF

**END OF REVISION OF SECTION 604**

## **REVISION OF SECTION 608 SIDEWALKS AND CURB RAMPS**

Section 608 of the Standard Specifications is hereby revised as follows:

### **MATERIALS**

Subsection 608.02 shall be deleted in its entirety and replaced with the following:

Materials shall meet the requirements specified in the following subsections:  
Joint Fillers 705.01

Concrete for sidewalks, curb ramps and bikeways shall be Class "P", as specified in subsections 601.02 and 601.03.

New Curb Ramps shall be standard gray and constructed with integral Truncated Domes per "City and County of Denver Department of Public Works Standards and Details for Engineering Division." If repairs or alterations to existing colored ramps are required, the curb ramp concrete is to be integrally colored with pigment #1117 as manufactured by Davis Colors at the rate of 4 pounds per sack of cement, or of an equal color and intensity approved by the Project Manager, and cured with a non-pigmented "clear" curing compound. The Project Manager may adjust the color additive  $\pm$  one pound, if desired.

The use of calcium chloride, as permitted under Revision of Section 412, subsection 412.04, is prohibited in colored concrete.

### **CONSTRUCTION REQUIREMENTS**

Subsection 608.03(a) shall be revised as follows:

Delete the third sentence and add:

*Excavation.* Where excavation to the finished grade elevation results in sub grade of unsuitable soil, the Project Manager may designate the unsuitable material to be removed and replaced with approved material. Removal of unsuitable material shall be paid for as Muck Excavation in accordance with Revision of Section 203.05(c), and backfilled with Class 6 Aggregate Base Course, or other material approved by the Project Construction Engineer.

Subsection 608.03(d) is hereby revised to include the following:

*Finishing.* Finishing shall occur only after the disappearance of bleed water. The addition of superficial water to the surface of the concrete to assist in finishing operations will not be permitted. Sprinkling of pigment onto the fresh surface will not be permitted.

The Contractor shall insure that new concrete items built under this contract drain properly and, as such, there are no areas of standing water on new concrete items.

The Contractor shall protect all new concrete items built under this Contract against

defacement, or other injury, from any cause. If said damage cannot be adequately repaired to the satisfaction of the Project Manager, the Contractor shall remove and replace the unacceptable items at Contractor's expense.

#### BASIS OF PAYMENT

Subsection 608.06 shall be revised to include the following:

Excavation to proposed sub grade elevation will not be paid for separately but shall be included in the work associated with Section 202, Removal of Structures and Obstructions.

Payment will be made under:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Concrete Sidewalk (4")	Square Yard
Concrete Ramp	Square Yard
Truncated Domes (wet set)	Square Feet

#### END OF REVISION OF SECTION 608

## **REVISION OF SECTION 609 CURB AND GUTTER**

Section 609 of the Standard Specifications is hereby revised as follows:

### **DESCRIPTION**

Subsection 609.01 shall be revised to include the following:

Combination Curb, Gutter, and Sidewalk  
Variable Height Curb Head  
Curb and Gutter, Variable Height Curb Head  
Gutter Overlay

### **MATERIALS**

Subsection 609.02 shall be revised as follows:

In the first paragraph, reference to Section 703.07, Bed Course Material, shall be deleted.

Paragraph 2 shall be deleted and replaced with the following:

Concrete shall conform to the requirements for Class “P” concrete as specified in subsections 601.02 and 601.03. AASHTO M 43 Size 57 or 67 aggregate, in lieu of the coarse aggregate specified in Table 601-1, and a maximum slump of 4” will be permitted.

### **CONSTRUCTION REQUIREMENTS**

Subsection 609.03(a) shall be revised as follows:

*Excavation.* Excavation shall conform to the requirements of the Revision of Section 608, Subsection 608.03(a).

Subsection 609.03(c) shall be revised to include the following:

*Mixing and Placing.* The Contractor shall protect all new concrete items built under this Contract against defacement, or other injury, from any cause. If said damage cannot be adequately repaired to the satisfaction of the Project Manager, the Contractor shall remove and replace the unacceptable items at Contractor’s expense.

Subsection 609.03(d) shall be revised to include the following:

*Sections.* For construction of curb and gutter adjacent to existing concrete pavement, the joint pattern shall match that of the concrete pavement. The joint pattern shall be approved by the Project Manager prior to construction.

Subsection 609.03(i) shall be revised to include the following:

*Surface Tolerance.* The Contractor shall insure that new concrete items built under this contract drain properly and, as such, there are no areas of standing water on new concrete items.

## BASIS OF PAYMENT

Subsection 609.07 shall be revised to include the following:

Payment will be made under:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Curb and Gutter Type 2 (Section II-B)	Linear Foot
Concrete Gutter Overlay	Linear Foot

Payment shall be full compensation for labor and materials including, but not limited to, reconditioning, reinforcing steel, backfill and HPB patching and tack coat for Variable Height Curb Head.

## END OF REVISION OF SECTION 609

## **ADDITION OF SECTION 625 CONSTRUCTION SURVEYING**

Section 625 of the Standard Specifications is deleted and replaced with the following:

### **DESCRIPTION**

**625.01** The Contractor will perform field survey/plan submittal & approval on all new crossspans within the project and for the Storm Sewer Installation on 13<sup>th</sup> Avenue from Elizabeth to Columbine. The Contractor will be required to collect sufficient survey data as necessary to create plans as required by the City. The contractor will be required to have a licensed Colorado Professional Engineer stamp the approved plans.

It is anticipated that the Contractor will create, submit and receive approval for the following plans:

- Survey Control
- Intersection Details
- Utility Coordination
- Traffic Control Plan
- Erosion Control Plan

The Contractor will be required to coordinate all utility conflicts with the appropriate utility companies. It will be the Contractors responsibility to submit all required plans and to receive all required approvals, following the City's standard plan approval process. Upon plan approval, the Contractor will be permitted to commence construction activities.

The Contractor shall furnish and set all construction stakes, establishing lines and grades necessary to complete the work.

The Contractor shall be responsible for preservation of permanent land survey control markers, range line monuments, section corners, benchmarks, survey crosses, control points, etc. in accordance with Section 318 of the City and County of Denver Standard Specifications for Construction General Contract Conditions.

The Contractor's Professional Land Surveyor will be required to perform a diligent search and/or set Range Points to the City's Standards in all street intersections within the Project boundaries. After all Range Points have been set, a Land Survey Plat shall be filed representing all Range Points and survey control within the Project.

The Contractor shall reset all survey crosses, monuments, benchmarks, range points which are disturbed shown in the plans on the survey control sheets.

The Contractor and/or their surveyor shall meet with the Project Manager and City Surveyor staff prior to beginning work to collect available survey information.

**All plan sheets shall be marked as-built, including any changes, and stamped by a licensed Colorado Professional Engineer.**

#### METHOD OF MEASUREMENT

**625.02** The Contractor shall furnish all personnel and materials necessary to perform the field survey/plan submittal and approval process as required and these quantities will not be measured. The accepted quantities of construction surveying and as-built surveys will not be measured.

#### BASIS OF PAYMENT

**625.03** The accepted quantities of field survey/plan submittal & approval, construction surveying, including as-built surveys and setting Range Points, will be paid for on a lump sum basis, which shall be full compensation for the entire Project. Payment schedule shall be in accordance with percentage of work completed.

Payment will be made under:

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Design Survey & Construction Plans	Lump Sum
Construction Surveying & Control Monumentation	Lump Sum

**END OF REVISION OF SECTION 625**

## **REVISION OF SECTION 627 PAVEMENT MARKING**

Section 627 of the Standard Specifications is revised as follows:

The following criteria apply to all construction roadways open to traffic.

Control points shall be approved marking tabs installed as directed by the Engineer, at minimum tabs shall be installed at the beginning and end of each stripe and at a maximum of 40 foot spacing. Temporary markings will not be used on this project.

Subsection 627.03 (c) is revised as follows:

*Roadways constructed under traffic.* All center lines, lane lines, turn lane lines, tapers and transitions shall be installed using pavement marking paint within 48 hours of the work on a street segment. Edge lines, stop bars and crosswalks will not be painted unless directed by the Engineer. All pavement markings except for Word/Symbol markings shall be installed with Thermoplastic Pavement Markings. Word/Symbol Type B markings shall be installed using Preformed Plastic Pavement Markings no later than 14 days after the work on a street segment.

Subsection 627.13 is revised as follows:

The materials and installation of pavement markings shall be price reduced for failure to reinstall within 14 days after the work on a street segment.

	$> 14$ days and $< 30$ days after	$\geq 30$ days and $< 60$ days after	$\geq 60$ days and $< 90$ days after	$\geq 90$ days
% Price Reduction	10 %	25 %	50 %	75 %

Payment will be under:

<u>Pay Item</u>	<u>Unit</u>
Thermoplastic Pavement Marking	Square Foot
Thermoplastic Pavement Marking (X Walk- Stop Line)	Square Foot
Preformed Plastic Pavement Markings	
60 mil (Word-Symbol) Type B	Square Foot

**END OF REVISION OF SECTION 627**

## **REVISION OF SECTION 630 CONSTRUCTION ZONE TRAFFIC CONTROL**

Section 630 of the Standard Specifications is hereby revised as follows:

Subsection 630.01 shall be modified to read:

As required by, in descending order of precedence, the specifications, Traffic Barricade Manual published by the City and County of Denver, the Standard Specifications, as augmented by the Colorado Department of Transportation M and/or S standards, and the manual on Uniform Traffic Control Devices for Streets and Highways.

Subsection 630.02 through 630.07 shall be as provided in the City and County of Denver Traffic Barricade manual, latest edition. Modifications to said manual are:

Paragraph III shall include:

Traffic Control. Traffic control through the construction area is the responsibility of the Contractor. Before starting construction the Contractor shall submit, in writing, the proposed Method of Handling Traffic (MHT) for the initial phase of construction. When a different MHT is required for a subsequent construction phase, it must be submitted two weeks prior to starting that phase. All proposed methods of handling traffic shall be approved, in writing, by the Engineer. No phase of construction shall start until an acceptable MHT has been received and approved by the Engineer. The proposed methods shall include, as a minimum, the following:

A detailed diagram which shows the location of all sign placements, including advance construction signs (if not previously approved) and speed limit signs; method, length and time duration for lane closures; and location of flag persons.

Certain traffic control devices may be used for more than one operation or phase.

Number of hours for uniformed traffic control shall be tabulated for submittal.

Approval of the proposed MHT is intended to indicate those devices for which payment is to be made. Such approval does not relieve the Contractor of liability specifically assigned to him under the contract. The Contractor shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, and obstructions.

The contractor shall notify the project manager by Thursday at 3:00 P.M. which streets they intend to work on the following week. This notification will be made for all phases of construction.

VI.B.3 therein shall include:

Non-metallic drums may be substituted for vertical panel channelizing devices.

VI.F shall include:

The Contractor shall, at the preconstruction conference, designate one of his employees, other than the Superintendent, to be responsible for traffic control management. This responsibility shall include management of the Contractor's signing and all other details covered by the Specifications which contribute to the convenience, safety, and orderly movement of traffic and to the comfort of the traveling public. The designated employee will have the Certification of the Traffic Control Supervisor as a Worksite Traffic

Supervisor by the American Traffic Safety Services Association (ATSSA) in lieu of completion of the CDOT minimum training requirements.

Traffic control management shall be maintained on a 24-hour per day basis. The Contractor shall make arrangements so that the Traffic Control Supervisor or his approved representative will be available on every working day, "on call" at all times and available upon the Engineer's request at other than normal working hours. The Traffic Control Supervisor shall have an up-to-date copy of part VI of the MUTCD, pertaining to traffic controls for street and highway construction, as well as the City and County Traffic Barricade manual, available at all times.

VI.F.2 The third item shall read:

The flagger's STOP/SLOW sign paddle shall be 18 inches with letters six inches high.

Subsection 630.05 TRAFFIC CONES shall include the following:

Steel drum channelizing devices shall not be used for traffic control.

Subsections 630.08 through 630.11 of the Standard Specifications shall apply except as otherwise provided herein.

Subsection 630.14 shall be replaced as follows:

Payment for traffic control shall be as follows:

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Traffic Control Arterial*	LS/DAY
Traffic Control Local/Collector*	LS/DAY
Uniformed Traffic Control Officer	HOUR

The amount paid per day shall not exceed one unit of Traffic Control for an Arterial and/or one unit of traffic control for Local/Collector.

\*The designation of which roads are arterials and which roads are local/collector shall be determined using the Cities predesignation found on the City's GIS system.

Subsection 630.15 shall be revised to include the following:

When the contract bid schedule includes Traffic Control pay items as a lump sum per day:  
A day shall be defined as the time from 12:00 midnight to 12:00 midnight. Traffic Control devices will not be measured but will be paid for on a lump Sum basis.

When the contract bid schedule does not include pay items for Traffic Control:

Payment for all Traffic Control shall be included in the work.

**END OF REVISION OF SECTION 630**

**ADDITION OF SECTION 632  
PUBLIC INFORMATION SERVICES**

**DESCRIPTION**

**632.01** The work consists of providing various public involvement activities for the Project.

**REQUIREMENTS**

**632.02** The Contractor shall provide the following public information services on an ongoing basis throughout the duration of the Project:

- (a) A contact person for the Project shall be designated by the Contractor at the pre-survey/pre-plan submittal meeting. This individual/company shall be primarily responsible for maintaining communications with the Project Manager and affected businesses and property owners. The individual/company shall have a minimum of two Projects of previous experience in working with communications on Projects. If directed by the Project Construction Engineer the Contractor shall attend regularly scheduled meetings of local Neighborhood Associations to discuss the project and schedule.
- (b) The Contractor shall provide a public information phone line for the Project. The phone number shall also appear on the custom signs per Section 632, Custom Signs. The public information line shall be answered by a person with direct knowledge of the Project, by an answering machine with current Project information, updated weekly, or by the Project superintendent. Cellular phones are acceptable. All calls shall be returned by the contact person within 24 hours. Public information services shall include, at a minimum, the following:
  1. Respond to questions concerning Project activities and schedules.
  2. Participate in and document meetings held with affected individuals/residents/owners.
  3. Maintain ongoing communication with residents and businesses directly impacted by construction.
  4. Maintain a written log documenting calls, concerns and responses. Submit to Project Manager weekly.
- (c) The Contractor shall be required to prepare and distribute fliers a minimum of 7 days prior to starting work on each block. It is the Contractors responsibility to maintain ongoing communication with the effected property owners and tenants. At a minimum, one flier per block shall be prepared and distributed to the local neighborhood groups, council persons, businesses, property owners and residents directly contiguous to the Project limits, including the side streets east and west of the Project. The flier shall discuss the Project's ongoing work, anticipated completion date and schedule for the remainder of the Project. Additionally, all fliers shall provide the name of the Contractor's contact person and the telephone number. It is also anticipated that one flier should be distributed to the entire project limits, approximately 2 weeks prior to the start of construction and updated fliers every two to three weeks until construction is completed. Fliers shall be provided to the Project Manager and the affected Council District office(s) 48 hours prior to distribution.

#### METHOD OF MEASUREMENT

**632.03** The Contractor shall furnish all personnel and materials necessary to perform the Public Information Services as required and these quantities will not be measured.

#### BASIS OF PAYMENT

**632.04** Payment for public information services will include fliers and distribution, telephone lines, and all other labor equipment and materials required to complete the work. Payment schedule shall be in accordance with percentage of work completed.

Payment will be made under:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Public Information Services	Lump Sum

## UTILITIES

The known utilities within the limits of this Project are:

Xcel Energy	Marisa Montoya	303-571-3720
Qwest Communications	Robbi Cassett	303-451-2124
Comcast of Colorado	Eric Carroll	303-603-5119
Denver Water Department	Don Wyman	303-628-6628
Denver Wastewater Management	Ted Christiansen	303-446-3722

The contractor is required to coordinate with all utility companies. Listed contacts may or may not be current.

The work described in these plans and specifications will require full cooperation between the Contractor and the utility companies in accordance with Subsection 105.06 in conducting their respective operations, so the utility work can be completed with minimum delay to all parties concerned. Also, in accordance with the plans and specifications, and as directed by the Project Manager, the Contractor shall keep the utility company(s) advised of any work being done to their facility, so that the utility company(s) can coordinate their inspections for final acceptance of the work with the Project Manager.

The Contractor will be required to provide traffic control for any utility work expected to be coordinated with construction, as directed by the Project Manager.

### **THE WORK LISTED BELOW SHALL BE PERFORMED BY THE CONTRACTOR:**

**NOTE: The contractor will be required to provide written notice to each utility company, with a copy to the Project Manager, immediately prior to any utility work expected to be coordinated with construction. The number of day's prior notice is noted for each company.**

#### **Xcel Energy**

N/A

#### **Qwest Communications**

N/A

#### **Denver Water Department**

Adjust (or replace if contaminated) water valve boxes.

#### **Denver Wastewater Management**

Adjust and modify (or replace rings and covers if contaminated) manholes as shown on the approved plans.

Installation of storm sewer, inlets, and manholes.

### **GENERAL:**

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavating or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, not including the actual day of notice, prior to commencing such operations. Contact the Utility Notification Center of Colorado (UNCC) at phone no. **1-800-922-1987**, to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavation or grading.

The location of utility facilities as shown on the approved plan and profile sheets, and herein described, were obtained from the best available information.

Contractor shall supply contamination monitoring of all excavation.

All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work.

## **Appendix A**

### **MGPEC Specifications**

Agency#1: CCD Project Number: CE10138

Agency#2:

Date: 8/11/11

Project Name: 9th Ave Pavement Rehabilitation

**MGPEC**  
**Form # 9** (5-3-2006)

**• Mixture Design Requirements for  
Hot Mix Asphalt Pavements (HMAP)**

**• Project Special Provision Sheet for Hot Mix Asphalt Pavements (HMAP)**

This MGPEC Form #9 is a **mandatory part of the bid documents**, and \* shall be filled out by the AGENCY for each mix specified. The Contractor shall include a copy of this form with each Mix Design submittal after the contract is awarded.

Street Classification: Collector

(examples: Residential, Collector, Arterial, Industrial, Parking Lot or actual name for Project)

\* Construction Application:  Top Lift  Intermediate Lift(s)  Bottom Lift(s)  
 Patching  Other \_\_\_\_\_

\* Aggregate Gradation:  Grading SX  Grading S  Grading SG  
Top Lift only when 2.5" or less thick lift Top=High Traffic, lower when 2.5+" to 3.5" thick lifts Lower or Bottom Lifts only when 3.5+" lifts, NEED big rollers

\* RAP Quantity, Maximum:  0%  20% \*\*= note = depends on approved texture of mix

\* Superpave Gyratory Mix Design Method & Compaction Level:

$N_{design}$  (See Table 9.3.2) ♦ pre 2001 levels Choose Lab Compaction Level ( $N_{design}$ ) from Traffic Level

$N_{design} = 50$  ♦ new category (new 2001 Traffic Category Level 0: Paths & non-Vehicular)

$N_{design} = 75$  ♦ N=68 (Traffic Level 1, Traffic Loading: 0 to <300,000 ESALs)  
♦ N=76 (Traffic Level 2, Traffic Loading: 300,000 to <1 Million ESALs)  
♦ N=86 (Traffic Level 3, Traffic Loading: 1 Million to <3 Million ESALs)

$N_{design} = 100$  ♦ N=96 (Traffic Level 4, Traffic Loading: 3 Million to <10 Million ESALs)  
♦ N=109 (Traffic Level 5, Traffic Loading: 10 Million to <30 Million ESALs)

\* Asphalt Binder:  PG 58-28 (For Traffic Levels 1, 2 or 3) ⇒ help reduce low temperature cracks

PG 64-22 (For Traffic Levels 3, 4 or 5) ⇒ for higher axle load traffic

PG 76-28 (For Traffic Levels 3, 4 or 5) ⇒ for high priority roads, high axle loads, slow moving or stop & go traffic flow conditions)

\* Target Job Mix Optimum Asphalt Content Selection (see November 19, 2003 Technical Advisory):

**Standard => Choose Target % AC at close to 4.0% (3.5 % to 4.5 % Air Voids per MGPEC 2001 version & CDOT 2001~2002). Also, all mix design VMA requirements of Table 9.2.1.3 are reduced by 0.3%. Bid prices will be \$ per ton of mix.**

**Added Mix Design Specifications:**

- Dust/Asphalt ratio (CP-50-05) for Fine Gradation to be 0.6 to 1.2 (Mix Design)
- Aggregate Degradation by Micro Deval (CP-L 4211):
  - Combined Aggregate shall not exceed 18 for mix design, shall not exceed 20 during production.

Agency#1: CCD Project Number: CE10138  
Agency#2:

Date: 8/11/11 Project Name: 9th Ave Pavement Rehabilitation

A completed MGPEC Form #9 shall supplement the MGPEC Construction Specifications defining the contract specific requirements of Item 9: Hot Mix Asphalt Pavement (HMAP). Refer to the Specifications for details.

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 Patching  Other \_\_\_\_\_

\* Aggregate Gradation:  Grading SX  
Top Lift only when  
2.5" or less thick lift  Grading S  
Top=High Traffic, lower when  
2.5" to 3.5" thick lifts  Grading SG  
Lower or Bottom Lifts only when  
3.5" lifts, NEED big rollers

\* RAP Quantity, Maximum:  0%  20% \*\*= note = depends on approved texture of mix

\* Superpave Gyratory Mix Design Method & Compaction Level:

N<sub>design</sub> (See Table 9.3.2) ♦ pre 2001 levels Choose Lab Compaction Level (N<sub>design</sub>) from Traffic Level

N<sub>design</sub>=50 ♦ new category (new 2001 Traffic Category Level 0: Paths & non-Vehicular)

N<sub>design</sub>=75 ♦ N=68 (Traffic Level 1, Traffic Loading: 0 to <300,000 ESALs)  
♦ N=76 (Traffic Level 2, Traffic Loading: 300,000 to <1 Million ESALs)  
♦ N=86 (Traffic Level 3, Traffic Loading: 1 Million to <3 Million ESALs)

N<sub>design</sub>=100 ♦ N=96 (Traffic Level 4, Traffic Loading: 3 Million to <10 Million ESALs)  
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**Added Mix Design Specifications:**

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- Aggregate Degradation by Micro Deval (CP-L 4211):

**MGPEC Form #9**

(5-3-06) to be used with :

MGPEC Pavement Design Standards and Construction Specifications - 2001 version with certain Feb 2002 & March 2002 updated pages  
Project Special Provisions for Hot Mix Asphalt Pavements (HMAP) Item 9 Mixture Design and Production Requirements

Agency#1: CCD Project Number: CE10138  
Agency#2:

Date: 8/11/11 Project Name: 9th Ave Pavement Rehabilitation

- o Combined Aggregate shall not exceed 18 for mix design, shall not exceed 20 during production.

A completed MGPEC Form #9 shall supplement the MGPEC Construction Specifications defining the contract specific requirements of Item 9: Hot Mix Asphalt Pavement (HMAP). Refer to the Specifications for details.

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 Patching  Other \_\_\_\_\_

\* Aggregate Gradation:  Grading SMA  Grading S  Grading SG  
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\* Target Job Mix Optimum Asphalt Content Selection (see November 19, 2003 Technical Advisory):

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Bid prices will be \$ per ton of mix.

MGPEC Form #9

*(5-3-06) to be used with :*

MGPEC Pavement Design Standards and Construction Specifications - 2001 version with certain Feb 2002 & March 2002 updated pages  
Project Special Provisions for Hot Mix Asphalt Pavements (HMAP) Item 9 Mixture Design and Production Requirements

Agency#1: CCD Project Number: CE10138

Agency#2:

Date: 8/11/11 Project Name: 9th Ave Pavement Rehabilitation

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\* Target Job Mix Optimum Asphalt Content Selection (see November 19, 2003 Technical Advisory):

MGPEC Form #9

(5-3-06) to be used with :

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Project Special Provisions for Hot Mix Asphalt Pavements (HMAP) Item 9 Mixture Design and Production Requirements

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## **Appendix B**

### **TES Letter and Accepted Phasing**

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**From:** Saejiw, Joe - PW  
**Sent:** Wednesday, August 03, 2011 3:41 PM  
**To:** Shaw, Norman L. - PW Street Maintenance  
**Subject:** Street Occupancy Request: Street Maintenance

Norm,

Your contractor is allowed to close 3 blocks & 2 intersections (residential only) for the 9<sup>th</sup> Ave redevelopment.

Porames Joe Saejiw, P.E.  
2000 West 3rd Ave.  
Denver, CO 80223  
Phone: (303) 446-3486  
Fax:(303) 446-3442