

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DEPARTMENT OF PUBLIC WORKS

Contracts Document

Contract Number: 201846136



Denver TIP FY2015

December 4, 2018



NOTICE OF APPARENT LOW BIDDER

Jacobs Investments, LLC dba Colorado Boring Co.
3813 Canal Dr.
Ft. Collins, CO 80524

The EXECUTIVE DIRECTOR OF PUBLIC WORKS has considered the Bids submitted on **January 17, 2019**, for work to be done and materials to be furnished in and for:

CONTRACT 201846136 Denver TIP FY2015

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: **Forty-Nine (49) bid items (202-00848 through 700-70589)** the total estimated cost thereof being: **Seven Hundred Eighteen Thousand One Hundred Forty-Four Dollars and No Cents (\$718,144.00)**.

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

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

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

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

Denver Public Works/Office of the Executive Director
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dpw
p. 720.865.8630 | f. 720.865.8795



NOTICE OF APPARENT LOW BIDDER

CONTRACT NO. 201846136

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 21st day of February 2019.

CITY AND COUNTY OF DENVER

By

" Eulois Cleckley
Executive Director of Public Works

cc: (CAO), Treasury (taxaudadmin@denvergov.org), (DSBO), (PM), Prevailing Wage(prevalingwage@denvergov.org), File.

Denver Public Works/Office of the Executive Director
201 West Colfax Avenue, Dept 608 | Denver, CO 80202

www.denvergov.org/dpw

p. 720.865.8630 | f. 720.865.8795

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF PUBLIC WORKS

Bid Form Package

Contract Number: 201846136



Denver TIP FY2015

December 4, 2018

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

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

BIDDER'S CHECKLIST

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

FORM/ PAGE NO.	COMMENTS	COMPLETE
BF-4 – BF-5	a.) Legal name, address, acknowledgment signature, and attestation (if required)	<input checked="" type="checkbox"/>
BF-6+	a.) Fill in individual bid item dollars and totals in numerical figures only	<input checked="" type="checkbox"/>
	b.) Complete all blanks	<input checked="" type="checkbox"/>
	c.) Legal name required	<input checked="" type="checkbox"/>
BF-7	a.) Write out bid total or bid totals in words and figures in the blank form space(s) provided	<input checked="" type="checkbox"/>
	b.) Calculate Textura® Construction Payment Management System Fee from chart on pg. BF-3 and write fee in the space provided	<input checked="" type="checkbox"/>
BF-8	a.) Fill in all Bid Bond blanks	<input checked="" type="checkbox"/>
	b.) Signatures required	<input checked="" type="checkbox"/>
	c.) Corporate Seal if required	<input checked="" type="checkbox"/>
	d.) Dated	<input checked="" type="checkbox"/>
	e.) Attach Surety Agent's Power of Attorney or Certified/Cashier's check made out to the Manager of Revenue referencing bidder's company and Contract Number	<input checked="" type="checkbox"/>
BF-9- BF-12	a.) Each bidder, as a condition of responsiveness to this solicitation, shall <u>complete and return</u> the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their Bid.	<input checked="" type="checkbox"/>
BF-13 - BF-21	Complete all CDOT forms, including:	
	a.) Form 1413: Bidder's List	<input checked="" type="checkbox"/>
	b.) Form 1414: Anticipated DBE Participation Plan	<input checked="" type="checkbox"/>
	c.) Form 1415: Commitment Confirmation	<input checked="" type="checkbox"/>
	d.) Form 1416: Good Faith Effort Report (if applicable, submit to CDOT within 5 calendar days of bid opening).	<input checked="" type="checkbox"/>
	e.) Form 605: Contractors Performance Capability Statement	<input checked="" type="checkbox"/>
	f.) Form 606: Anti-Collusion Affidavit	<input checked="" type="checkbox"/>
g.) Form 621: Assignment of Anti-Trust Claims	<input checked="" type="checkbox"/>	

Textura @ Construction Payment Management System (“Textura”)

Bidder recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (“Textura”) for this Project to request payment from the City and to pay subcontractors. All certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Textura. All fees associated with Textura are to be paid by the bidder for billings for work performed. Bidders are required, when preparing a bid, to enter the price of Textura on the line provided for the service. The fee is all inclusive of all subcontractor, project and subscription fees associated with Textura. The bidder will calculate the fee based on their total bid (not including any alternates, if applicable) and the table below, and then include it on the line item provided in the bid form labeled “Textura® Construction Payment Management System Fee”. This expense becomes part of the contract and billable to the City. All costs including, but not limited to, costs associated with training, entering data, and/or utilizing Textura other than the Textura Construction Payment Management System Fee are overhead and shall not be reimbursed by the City. Bidder will be responsible for any tax on the Textura fee. As with other taxes, the City will not reimburse bidder for this cost and therefore this cost should be included in bidder’s bid. Textura will invoice the awarded bidder directly.

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

For more information:

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

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

BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

**CONTRACT NO.: 201846136
FEDERAL AID PROJECT NO's.: AQC M320-091 SA 20300**

BIDDER:

Jacobs Investments, LLC dba Colorado Bonding Co.
(Legal Name per Colorado Secretary of State)

ADDRESS:

3813 Canal Dr.
Ft. Collins, CO. 80524

The undersigned bidder states the undersigned bidder received and had an opportunity to fully and thoroughly examine a complete set of the Contract Documents for **CONTRACT NO. 201846136**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated DECEMBER 4, 2018.

The undersigned bidder acknowledges 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 the Contract Documents as defined in Paragraph 1 of the contract and including this executed Bid Form and Submittal Package, constitute all of the terms, conditions, and requirements upon which this submission is based. The undersigned bidder further understands 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
- Bid Bond
- Bidder / Contractor / Vendor / Proposer Disclosure Form
- Applicable FHWA Contract Forms

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
- Insurance Provision

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: *Jacobs Investments, LLC*

Name: *dba Colorado Berries Co.*

By: _____

Title: *Managing Member*

ATTEST:

By: _____

[SEAL]

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

BID FORM

**CONTRACT NO.: 201846136
FEDERAL AID PROJECT NO's.: AQC M320-091 SA 20300**

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

BIDDER Jacobs Investments, LLC dba Colorado Boring Co.

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 **December 4, 2018**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **AQC M320-091 SA 20300 CITY OF DENVER CONTRACT NO. 201846136**, 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
Bid Bond
Addenda (as applicable)
CDOT DBE Documents
Equal Employment Opportunity Provisions
(Appendices A, B, E and F)
Bid Form
Prevailing Wage Rate Schedule(s)
Technical Specifications
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
Contractors Performance Capability Statement
Anti-Collusion Affidavit
Assignment of Anti-Trust Claims
On-the-Job Training (where applicable)
Required Contract Provisions Federal Aid
Construction Contracts
Contract Form
Contract Drawings
Accepted Shop Drawings
Certificate of Insurance

Item No.	Description and Price	Estimated Quantity	Estimated Cost
202-00848	REMOVAL OF TRAFFIC SIGNAL CONTROLLER AND CABINET at the unit price of \$ <u>2600.⁰⁰</u> per Each.	48 EACH	\$ <u>124,800.⁰⁰</u>
203-01598	POTHOLING (SPECIAL) at the unit price of \$ <u>50.⁰⁰</u> per Each.	70 EACH	\$ <u>3500.⁰⁰</u>
207-00210	STOCKPILE TOPSOIL at the unit price of \$ <u>1.⁰⁰</u> per Cubic Yard.	65 CY	\$ <u>65.⁰⁰</u>
208-00002	EROSION LOG TYPE 1 (12 INCH) at the unit price of \$ <u>10.⁰⁰</u> per Linear Foot.	330 LF	\$ <u>3300.⁰⁰</u>
208-00035	AGGREGATE BAG at the unit price of \$ <u>3.⁰⁰</u> per Linear Foot.	102 LF	\$ <u>306.⁰⁰</u>
208-00046	PRE-FABRICATED CONCRETE WASHOUT STRUCTURE at the unit price of \$ <u>1000.⁰⁰</u> per Each.	3 EACH	\$ <u>3000.⁰⁰</u>
208-00051	STORM DRAIN INLET PROTECTION (TYPE I) at the unit price of \$ <u>35.⁰⁰</u> per Linear Foot.	176 LF	\$ <u>6160.⁰⁰</u>
208-00075	PRE-FABRICATED VEHICLE TRACKING PAD at the unit price of \$ <u>450.⁰⁰</u> per Each.	1 EACH	\$ <u>450.⁰⁰</u>
208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR) at the unit price of \$ <u>50.⁰⁰</u> per Hour.	68 HOUR	\$ <u>3400.⁰⁰</u>
208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT) at the unit price of \$ <u>50.⁰⁰</u> per Hour.	68 HOUR	\$ <u>3400.⁰⁰</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
208-00106	SWEEPING (SEDIMENT REMOVAL) at the unit price of \$ <u>50.⁰⁰</u> per Hour.	34 HOUR	\$ <u>1700.⁰⁰</u>
208-00107	REMOVAL OF TRASH at the unit price of \$ <u>50.⁰⁰</u> per Hour.	15 HOUR	\$ <u>750.⁰⁰</u>
210-00855	RESET TRAFFIC SIGNAL CONTROLLER CABINET at the unit price of \$ <u>2800.⁰⁰</u> per Each.	1 EACH	\$ <u>2800.⁰⁰</u>
212-00006	SEEDING (NATIVE) at the unit price of \$ <u>1000.⁰⁰</u> per Acre.	0.1 ACRE	\$ <u>100.⁰⁰</u>
212-00032	SOIL CONDITIONING at the unit price of \$ <u>1000.⁰⁰</u> per Acre.	0.1 ACRE	\$ <u>100.⁰⁰</u>
212-00050	SOD at the unit price of \$ <u>1.⁰⁰</u> per Square Foot.	2,400 SF	\$ <u>2400.⁰⁰</u>
213-00012	SPRAY-ON MULCH BLANKET at the unit price of \$ <u>3000.⁰⁰</u> per Acre.	0.1 ACRE	\$ <u>300.⁰⁰</u>
607-11525	FENCE (PLASTIC) at the unit price of \$ <u>3.⁰⁰</u> per Linear Foot.	1,390 LF	\$ <u>4170.⁰⁰</u>
608-00006	CONCRETE SIDEWALK (6 INCH) at the unit price of \$ <u>60.⁰⁰</u> per Square Yard.	400 SY	\$ <u>24000.⁰⁰</u>
613-00206	2 INCH ELECTRICAL CONDUIT (BORED) at the unit price of \$ <u>9.⁰⁰</u> per Linear Foot.	1,400 LF	\$ <u>12,600.⁰⁰</u>
613-00306	3 INCH ELECTRICAL CONDUIT (BORED) at the unit price of \$ <u>9.⁰⁰</u> per Linear Foot.	1,400 LF	\$ <u>12,600.⁰⁰</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
613-07002	PULL BOX (TYPE A) at the unit price of \$ <u>900.00</u> per Each.	22 EACH	\$ <u>19,800.00</u>
613-07003	PULL BOX (TYPE B) at the unit price of \$ <u>1000.00</u> per Each.	22 EACH	\$ <u>22,000.00</u>
613-07004	PULL BOX (TYPE C) at the unit price of \$ <u>1000.00</u> per Each.	22 EACH	\$ <u>22,000.00</u>
613-40000	CONCRETE FOUNDATION (66x24x24) at the unit price of \$ <u>2600.00</u> per Each.	18 EACH	\$ <u>46,800.00</u>
613-40001	CONCRETE FOUNDATION PAD (EXTENSION 24x24x24)_G BASE at the unit price of \$ <u>600.00</u> per Each.	17 EACH	\$ <u>10,200.00</u>
613-10000	WIRING at the unit price of \$ <u>29000.00</u> per Lump Sum.	1 LS	\$ <u>29000.00</u>
613-60500	UNDERGROUND REPAIR at the unit price of \$ <u>200.00</u> per Each.	10 EACH	\$ <u>2000.00</u>
614-75840	TRAFFIC SIGNAL CONTROLLER (INSTALL ONLY) at the unit price of \$ <u>600.00</u> per Each.	10 EACH	\$ <u>6000.00</u>
614-75848	TRAFFIC SIGNAL CONTROLLER AND CABINET (INSTALL ONLY) at the unit price of \$ <u>2300.00</u> per Each.	48 EACH	\$ <u>110,400.00</u>
614-86105	TELEMETRY (FIELD) at the unit price of \$ <u>450.00</u> per Each.	66 EACH	\$ <u>29,700.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
614-86800	UNINTERRUPTED POWER SUPPLY (INSTALL ONLY) at the unit price of \$ <u>600.00</u> per Each.	17 EACH	\$ <u>10,200.00</u>
625-00000	CONSTRUCTION SURVEYING at the unit price of \$ <u>1800.00</u> per Lump Sum.	1 LS	\$ <u>1800.00</u>
626-00000	MOBILIZATION at the unit price of \$ <u>50,000.00</u> per Lump Sum.	1 LS	\$ <u>50,000.00</u>
630-00000	FLAGGING at the unit price of \$ <u>28.00</u> per Hour.	266 HOUR	\$ <u>7448.00</u>
630-00003	UNIFORMED TRAFFIC CONTROL at the unit price of \$ <u>110.00</u> per Hour.	594 HOUR	\$ <u>65,340.00</u>
630-00012	TRAFFIC CONTROL MANAGEMENT at the unit price of \$ <u>575.00</u> per Day.	55 DAY	\$ <u>31,625.00</u>
630-80001	FLASHING BEACON (PORTABLE) at the unit price of \$ <u>150.00</u> per Each.	2 EACH	\$ <u>300.00</u>
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A) at the unit price of \$ <u>30.00</u> per Each.	32 EACH	\$ <u>960.00</u>
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B) at the unit price of \$ <u>30.00</u> per Each.	24 EACH	\$ <u>720.00</u>
630-80348	CONSTRUCTION INFORMATION SIGN at the unit price of \$ <u>2000.00</u> per Each.	2 EACH	\$ <u>4000.00</u>
630-80355	PORTABLE MESSAGE SIGN PANEL at the unit price of \$ <u>2000.00</u> per Each.	2 EACH	\$ <u>4000.00</u>

Attachment A

Item No.	Description and Price	Estimated Quantity	Estimated Cost
630-80358	ADVANCE WARNING OR SEQUENCING ARROW PANEL (C TYPE) at the unit price of \$ <u>5000.⁰⁰</u> per Each.	1 EACH	\$ <u>5000.⁰⁰</u>
630-80380	TRAFFIC CONE at the unit price of \$ <u>2.⁰⁰</u> per Each.	100 EACH	\$ <u>200.⁰⁰</u>
630-80384	TUBULAR MARKER at the unit price of \$ <u>45.⁰⁰</u> per Each.	100 EACH	\$ <u>4500.⁰⁰</u>
700-70010	F/A MINOR CONTRACT REVISIONS at the unit price of \$ <u>15,000.00</u> per Force Account.	1 FA	\$ <u>15,000.00</u>
700-70011	F/A PARTNERING at the unit price of \$ <u>1,000.00</u> per Force Account.	1 FA	\$ <u>1,000.00</u>
700-70380	F/A EROSION CONTROL at the unit price of \$ <u>2,000.00</u> per Force Account.	1 FA	\$ <u>2,000.00</u>
700-70589	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT at the unit price of \$ <u>3,000.00</u> per Force Account.	1 FA	\$ <u>3,000.00</u>

Bid Items Total Amount (202-00848 through 700-70589 (Forty-Nine [49] total bid items) \$ 714,894.⁰⁰
Textura ® Fee from table on Page BF-3 (based on Bid Items Total Amount) \$ 3250.⁰⁰
Bid Items Total Amount plus Textura® Fee equals Total Bid Amount \$ 718,144.⁰⁰

Total Bid Amount
Seven Hundred Eighteen Thousand One Hundred Forty Four.
Dollars (\$ 718,144.⁰⁰)

If the Executive Director 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, 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 in the sum of the full amount of this bid, executed by a surety company acceptable to the Executive Director.

The Great American Ins. Co., a corporation of the State of Ohio, is hereby offered as Surety on said bond. If such surety is not approved by the Executive Director, another and satisfactory surety company shall be furnished.

Enclosed with this bid is a bid guarantee, as defined in the attached Instructions to Bidders, in the amount of 5%. The undersigned bidder agrees that the entire amount of this bid guarantee is to be paid to, and become the property of, the City as liquidated damages and not as a penalty if: (i) the bid is considered to be the best by the City; (ii) the City notifies the undersigned bidder 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:

n/a

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Jacobs Investments, LLC dba Colorado Boring Company, as Principal, and Great American Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Ohio, and authorized to do business within the State of Colorado, as Surety, are held and firmly bound unto the City and County of Denver, Colorado, as Obligee, in full and just sum of Five Percent of Amount Bid* Dollars, (\$ 5%), 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 January 10, 2019, for the construction of: **CONTRACT NO. 201846136**, 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 therefor, 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 10 day of January, 2019.

ATTEST

Valerie Mathison
Secretary

Jacobs Investments, LLC dba Colorado Boring Company

Principal

By

Managing Member
Title

Surety Great American Insurance Company

By

Rae Campbell
Rae Campbell, Attorney in fact

[SEAL]

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 14985

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DAVE JANSSEN	ALL OF	ALL
RAE CAMPBELL	JOHNSTOWN, COLORADO	\$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **2ND** day of **NOVEMBER**, 2015
Attest **GREAT AMERICAN INSURANCE COMPANY**



Steph C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this **2ND** day of **NOVEMBER**, 2015, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **10th** day of **January**, 2019



Steph C. B.
Assistant Secretary



Office of Economic Development
 Division of Small Business Opportunity
 201 W. Colfax Ave, Dept. 907
 Denver, CO 80202
 p. 720.913.1999
 f. 720.913.1809
www.denvergov.org/dsbo

Diversity and Inclusiveness * in City Solicitations Information Request Form

Type in your response, print out, sign and date; or print out and complete manually. Please print legibly.

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

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

Business Email Address: cbc1998@comcast.net

Please include the Email address of the contact person facilitating this solicitation for the City and County of Denver: jan.cbc7@gmail.com

Agency Name:

- | | | |
|---|--|--|
| <input type="checkbox"/> Arts and Venue | <input type="checkbox"/> Purchasing Division | <input type="checkbox"/> Sheriff Department |
| <input type="checkbox"/> Auditor Office | <input type="checkbox"/> Human Services | <input type="checkbox"/> Technology Services |
| <input type="checkbox"/> Community Planning | <input type="checkbox"/> Economic Development | <input type="checkbox"/> Other |
| <input type="checkbox"/> Denver International Airport | <input type="checkbox"/> Parks and Recreation | |
| <input type="checkbox"/> Environmental Health | <input type="checkbox"/> Police Department | |
| <input type="checkbox"/> Fire Department | <input checked="" type="checkbox"/> Public Works | |

Project Name: Denver TIP FY2015

BID / RFP No.: 201846136

Name of Contractor/Consultant: Jacob Investments LLC dba Colorado Boring Co.

What industry is your business? Utility Construction

Address: 3813 Canal Dr.
Eng. Collins, CO 80524

Business Phone No.: 970-494-1996

Business Facsimile No.: 970-497-1158

OED - Executive Order No. 101
 Diversity and Inclusiveness in City Solicitations Information Request Form
 Rev. 12/29/2015

1. How many employees does your company employ?

- 1-10 51-100
 11-50 over 100

1.1. How many of your company's employees are:

Full-time 37 Part-Time 1

2. Do you have a Diversity and Inclusiveness Program? Yes No

If No, and your company size is less than 10 employees continue to question 11.
Complete and sign the form.

If Yes, does it address:

- 2.1 Employment and retention? Yes No
2.2 Procurement and supply chain activities? Yes No
2.3 Customer service? Yes No

3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service.

None

4. Does your company regularly communicate its diversity and inclusiveness policies to employees? no

If Yes, how does your company regularly communicate its diversity and Inclusiveness policies to employees? (select all that apply)

- Employee Training
 Pamphlets
 Public EEO postings
 Other
 Not Applicable

5. If you responded that you do not have a diversity and inclusiveness program, describe any plans your company may have to adopt such a program.

None

6. How often do you provide training in diversity and inclusiveness principles?

- Monthly Annually
 Quarterly Not Applicable Other _____

6.1 What percentage of the total number of employees generally participate?

- 0 - 25% 51 - 75%
 26 - 50% 76 - 100% Not Applicable

7. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness.

n/a

8. Do you have a diversity and inclusiveness committee? Yes No

8.1 If Yes, how often does it meet?

- Monthly Annually No Committee
 Quarterly Other _____

8.2 If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee.

None

9. Do you have a budget for diversity and inclusiveness efforts? Yes No

10. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? Yes No

11. Would you like information detailing how to implement a Diversity and Inclusiveness program? Yes No

If yes, please email XO101@denvergov.org.

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



Signature of Person Completing Form

1-8-2019

Date

Jen Jacobs

Printed Name of Person Completing Form

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

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

**COLORADO DEPARTMENT OF TRANSPORTATION
BIDDERS LIST**

Project Name/Description	Project Number	Project Code/ SubAccount	Proposal Date
Denver TIP FY2015	201846136		1-17-19
Contractor Jacobs Investments, LLC dba Colorado Bonding Co.			Region 1

Subcontractors/Suppliers/Vendors: The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected.

Firm Name	Email	Work Proposed (Select all that apply)	DBE (Y/N)	Selected (Y/N)
Jacobson Traffic Control	Envieland@ITESdenver.com	Traffic Management	Y	Y

I certify that the information provided herein is true and correct to the best of my knowledge.

Name Jon Jacobs	Signature/Initials 	Title Managing Member	Date 1-16-19
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Work Proposed Categories: 1. Materials and Supplies 2. Flagging and Traffic Control 3. Trucking and Hauling 4. Precast Concrete, Foundations, and Footings 5. Concrete Paving, Flatwork and Repair 6. Lighting and Electrical 7. Signs, Signal Installation, and Guardrail 8. Fencing 9. Buildings and Vertical Structures 10. Utility, Water and Sewer Lines	11. Structural Steel and Steel Reinforcement 12. Riprap and Anchored Retaining Walls 13. Landscape and Erosion Control 14. Bridge and Bridge Deck Construction 15. Asphalt Paving 16. Road and Parking Lot Marking 17. Chip Seal, Crack Seal, Joint Seal and Crack Fill 18. Bridge Painting and Coating 19. Stairway and Ornamental Metal 20. Parking Lots and Commercial Sidewalks	21. Cleaning, Demolition, Excavation and Earthwork 22. Engineering and Surveying Services 23. Public Relations and Involvement 24. Piles and Deep Foundations 25. Waste Management and Recycling 26. Site Clean Up 27. Mechanical and HVAC 28. Tunnel Construction 29. Profiling and Gridding 30. Environmental Health and Safety
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This form must be submitted by the proposal deadline. For CDOT projects, submit to cdot_hq_dbeforms@state.co.us.

COLORADO DEPARTMENT OF TRANSPORTATION			
ANTICIPATED DBE PARTICIPATION PLAN			
Bidder:	Jacob Investments LLC Colorado Springs	Project:	Denver TIP FY2015
Contact:	Jan Jacob	Project Code:	201846136
Phone:	770-566-2592	Date of Proposal:	1-17-19
Email:	jan.dbe3@gmail.com	Contract Goal:	10%
Preferred Contact Method:	Email	Region:	1

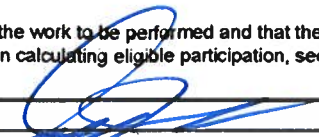
DBE Commitments			
DBE Firm Name	Work to Be Performed	Commitment Amount	Eligible Participation
Innovative Traffic	Traffic Management	72,000.00	72,000.00
Total Eligible Participation			72,000.00
Total Bid Amount			718,144.00
Total Eligible Participation Percentage			10%

Bidder Signature

This section must be signed by an individual with the authority to bind the Bidder. By signing this form, as an authorized representative of the Bidder, you declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best of your knowledge. Further, you attest that you have read the Standard Special Provision Disadvantaged Business Enterprise Requirements and understand the following:

CDOT shall not award a contract until it has been determined that the contract goal has been met or that you have otherwise demonstrated good cause. Once your proposal has been submitted, commitments may not be modified or terminated without the approval of CDOT. If selected as the lowest apparent bidder, you shall submit a Form 1415 for each commitment listed above. If you have not met the contract goal, you will also be required to submit documentation of all good faith efforts to meet the contract goal.

It is your responsibility to ensure that the selected DBEs are certified for the work to be performed and that their eligible participation has been properly counted. For additional information and instructions on calculating eligible participation, see the Standard Special Provision Disadvantaged Business Enterprise Requirements.

Name	Title	Signature	Date
Jan Jacob	Managing Member		1-16-19

This form must be submitted by the proposal deadline. For CDOT projects, submit to cdot_hq_dbeforms@state.co.us.
 Civil Rights and Business Resource Center CDOT Form # 1414 01/14

COLORADO DEPARTMENT OF TRANSPORTATION
COMMITMENT CONFIRMATION

SECTION 1. This section must be completed by the Contractor.

Project:	Denver TIP FY 2015	Project Code:	201846136
Bidder/Contractor:	Innovative Traffic Colorado	Phone:	970-494-1996
Contact:	Jan Jasak	Email:	jan.abc.1@gmail.com
DBE Firm Name:	Innovative Traffic	DBE Phone:	720-397-0145
DBE Address:	4104 W. Eisenhower Blvd, CO 80537	DBE Email:	civicland@ITCdenver.com

Category	Work to be Performed	DBE Work Code(s)	Commitment Amount	Eligible Participation
Construction				
Trucking				
Supplies				
Services	Traffic Management	630-06000, 00003, 00012 80001, 80341, 80342 80948, 80955, 80958 80980	72000	72000
Total			72,000	72,000

This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate to the best of your knowledge.

Bidder/Contractor Representative	Jan Jasak	Title	Managing Member	Signature		Date	1-16-19
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SECTION 2. This section must be completed by the DBE. (Attach additional pages if necessary).

This document is not a contract with the Bidder/Contractor; it is an acknowledgement of the obligation that the Bidder/Contractor is making to CDOT. The amounts listed above may be less than the subcontractor or purchase order amount, but can never be more, and shall not reflect any mark up by the Bidder/Contractor. All questions must be answered.

Are you contracting directly with the Bidder/Contractor or with one of its subcontractors? If with a subcontractor, provide the firm name.	Bidder
Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors? If so, explain.	No
Do you intend to subcontract any portion of the work listed above? If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.	No
Will you be providing trucking services on this project? If so, state how many of your own trucks and employees you will have on this project.	No
Who within your firm will be supervising and responsible for your firm's work on this project?	David Pinkney
Will you be acting as a broker on this project? If so, state what you will be brokering and your approximate brokerage fee.	No
Will you be acting as a supplier on this project? If so, please state what you will be supplying and whether you will manufacture the items.	No

This section must be signed by an individual with the power to contractually bind the DBE. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated.

DAVID PINCKNEY	OWNER		1-16-19
DBE Representative	Title	Signature	Date

See the DBE Standard Special provision for additional information on completing and submitting this form.

Pre-award CDOT projects: Submit this form to the CDOT Civil Rights and Business Resource Center via fax to (303)757-9019. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.

Pre-award local agency projects: Submit this form to the local agency. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.

COLORADO DEPARTMENT OF TRANSPORTATION
GOOD FAITH EFFORT REPORT

Section 1. Contractor and Project Information

Bidder:	<u>Jacob Investments</u>	Project:	<u>Denver TIP FY 2015</u>
Address:	<u>3813 Canal Dr. E, Aurora</u>	Project Code:	<u>201846136</u>
Contact Name:	<u>Tom Jacobs</u>	Proposal Amount:	<u>718,144.00</u>
Contact Phone:	<u>970-494-1996</u>	Contract Goal Percentage:	<u>10%</u>
Contact Email:	<u>jee.dcl@gmail.com</u>	Contract Goal Dollar Value:	<u>72000.00</u>

Section 2. Efforts to Achieve DBE Participation. Attach a narrative that answers the questions below and complete Page 2 (Subcontractor Quote Summary). Provide any supporting documentation which demonstrates your good faith efforts.

- Describe your overall plan or approach to meeting the contract goal. Include how much and what work you intend to self-perform; how much and what work you intend to subcontract; what work areas were identified as subcontracting opportunities for DBEs; and the approximate number of DBEs per area.
- Describe your efforts to obtain DBE participation (i.e. how you attempted to execute your plan or approach to meeting the contract goal). Include direct outreach (state the DBE solicited, date(s) and method of phone, email or fax); indirect outreach such as events, publications, and/or communication with minority and other organizations that you conducted to reach DBEs (state date(s), location and audience); other efforts you made to assist DBEs in competing for or obtaining contracts (accepting quotes from DBEs that may be higher than other subcontractors, modifications to contract scopes, unbundling, mentoring, etc.); and obstacles you encountered in assisting or contracting with DBEs. Cost alone shall not be a reason to reject a DBE and will be considered in the evaluation of Page 2.
- If the eligible participation submitted on the Form 1414 was miscalculated, determined to be invalid, or otherwise did not meet the contract goal, provide your justification for such deficiencies and the remedies you have taken or intend to take to avoid the issue in the future. If you have obtained any additional commitments since submission of the bid, attach the Form 1415(s) and the reason why such commitments were not obtained prior to the proposal due date.

Section 3. Affidavit of Good Faith Efforts. The Bidder must show that it took all necessary and reasonable steps to achieve the DBE contract goal which by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. 49 CFR Part 26, Appendix A sets forth examples and guidance for good faith efforts. The contractor is not limited to the examples provided in 49 CFR Part 26, Appendix A and may provide any documentation that demonstrates good faith efforts to obtain DBE participation on this contract.

If, at any time, CDOT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, CDOT may initiate suspension or debarment proceedings against the person or firm under 49 CFR Part 29, take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice or Office of the Inspector General for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal program.

By signing below, the Bidder hereby affirms that it has made good faith efforts and has documented all such efforts in this form and the attached supporting documentation.

I, Tom Jacobs, am the Managing Member of Jacob Investments

Representative Name Title Company

I have the authority to make this affidavit for and on behalf of my company. All information provided herein and attached as evidence of my company's good faith efforts is true and accurate to the best of my belief.

[Signature] 1-16-19
 Signature Date

Notarization: Must be completed by a licensed notary.

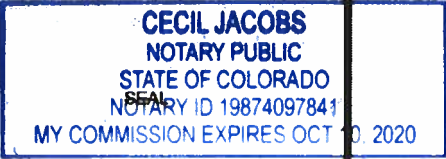
County of Larimer State of Colorado

Subscribed and sworn before me this 16 day of Jan

Notary Signature [Signature]

Notary Address 2629 Hillside Dr.

FB, Collins, CO 80526



CDOT projects: Submit this form and all supporting documentation to the CDOT Civil Rights and Business Resource Center via fax to (303)757-9019. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.

Local agency projects: Submit this form and all supporting documentation to the local agency. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.

Subcontractor Quote Summary (Attach additional pages if necessary.)

Subcontractor	DBE (Y/N)	Work Type(s)	Quote Amount	Selected (Y/N)	Reason
<i>Innovative Traffic</i>	<i>Y</i>	<i>Traffic Management</i>	<i>72000.00</i>	<i>Y</i>	

COLORADO DEPARTMENT OF TRANSPORTATION – Form 605
**CONTRACTORS PERFORMANCE CAPABILITY
STATEMENT**

Project #

201846136

1. List names of partnerships or joint ventures none

List decreases in the contractors fiscal or workmanship qualifications compared to the last prequalification statement submitted to CDOT. (Attach additional sheets if necessary)

a. Key personnel changes none

b. Key equipment changes none

c. Fiscal capability changes (legal actions, etc.) none

d. Other changes that may affect the contractors ability to perform work none

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Contractor's firm or company name
Jacobs Investments, LLC
dba Colorado Boring Co

By 
Title *Managing Member*

Date *1-8-2019*

2nd Contractor's firm or company name (if joint venture)

By
Title

Date

Form 605

**COLORADO DEPARTMENT OF TRANSPORTATION
ANTI-COLLUSION AFFIDAVIT**

Project No.: 201846136
Location: Denver

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complimentary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to the submission of bids for this contract.

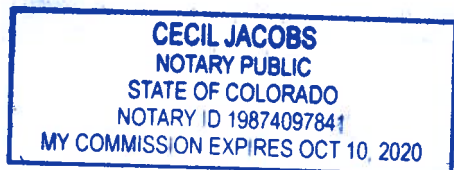
I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractors firm or company name: <u>Jacobs Foundations, LLC</u> <u>dba Colorado Boring Co</u>	By: <u>[Signature]</u>	Date: <u>1-8-2019</u>
	Title: <u>Managing Member</u>	
2 nd Contractors firm or company name:	By:	Date:
	Title:	

Sworn to before me this 8 day of Jan 2019

Notary Public
My commission expires: 10-10-2020

NOTE: THIS DOCUMENT MUST BE SIGNED IN INK.



Form 606

**COLORADO DEPARTMENT OF TRANSPORTATION
ASSIGNMENT OF ANTITRUST CLAIMS**

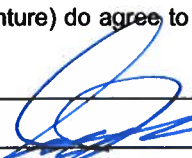
Project No.:

201846136

Contractor and Colorado Department of Transportation (CDOT) recognize that in actual economic practice antitrust violations ultimately impact CDOT. Therefore, for good cause and as consideration for executing this contract and for receiving payments hereunder:

1. Contractor hereby irrevocably assigns to CDOT any and all claims it may now have or which may hereafter accrues to it under federal or state antitrust laws in connection with the particular project, goods or services purchased or acquired by CDOT pursuant to this contract.
2. Contractor hereby expressly agrees:
 - a. That, upon becoming aware that a third party has commenced a civil action asserting on Contractor's behalf an antitrust claim which has been assigned to CDOT hereunder, Contractor shall immediately advise in writing:
 - (1) Such third party that the antitrust claim has been assigned to CDOT, and
 - (2) CDOT that such civil action is pending and the date on which, in accordance with subparagraph a.(1) above, Contractor notified such third party that the antitrust claim had been assigned to CDOT.
 - b. To take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
 - c. Promptly to pay over to CDOT its proper share of any payment under an antitrust claim brought on Contractor's behalf by any third party and which claim has been assigned to CDOT hereunder.
3. Further, Contractor agrees that in the event it hires one or more subcontractors to perform any of its duties under the contract, Contractor shall require that each such subcontractor:
 - a. Irrevocably assign to CDOT (as a third party beneficiary) any and all claims that such subcontractor may have or which may thereafter accrue to the subcontractor under federal or state antitrust laws in connection with any goods or services provided by the subcontractor in carrying out the subcontractor's obligations to Contractor;
 - b. Upon becoming aware that a third party has commenced a civil action on the subcontractor's behalf asserting an antitrust claim which has been assigned to CDOT hereunder, shall immediately advise in writing:
 - (1) Such third party that the antitrust claim has been assigned to CDOT, and
 - (2) Contractor and CDOT that such civil action is pending and the date on which, in accordance with subparagraph b.(1) above, the subcontractor notified such third party that the antitrust claim had been assigned to CDOT;
 - c. Take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
 - d. Promptly pay over to CDOT its proper share of any payment under an antitrust claim brought on the subcontractor's behalf by any third party and which claim has been assigned or dedicated to CDOT pursuant hereto.

I, acting in my capacity as officer of a bidder (bidders if a joint venture) do agree to the above assignment of antitrust claims.

Contractors firm or company name: <i>Jacks Investments LLC dba Colorado Basin Co</i>	By: 	Date: <i>1-8-2019</i>
	Title: <i>Managing Member</i>	
2 ND Contractors firm or company name:	By:	Date:
	Title:	

Form 621

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF PUBLIC WORKS

Bid Documents Package

Contract Number: 201846136



Denver TIP FY2015

December 4, 2018

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

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

**NOTICE OF INVITATION FOR BIDS
FEDERAL AID PROJECT NO's.: AQC M320-091 SA 20300
CITY OF DENVER CONTRACT NO.: 201846136**

Denver TIP FY2015

**BID SCHEDULE:
11:00 a.m., Local Time
January 10, 2019**

Sealed bids will be received on bid opening day beginning at 10:30 a.m. local time and ending at 11:00 a.m. local time in the Webb Building, 201 W. Colfax Ave., 6th floor, Room 6G7, Denver, CO 80202. All properly delivered bids will then be publicly opened and read aloud.

Prior to bid opening day at 10:30 a.m. local time, bids will be received the Webb Building to the attention of: Public Works Contract Administration, 201 W. Colfax Ave. 6th floor, Dept. 614, Denver, CO 80202.

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

GENERAL STATEMENT OF WORK:

This project will improve the signal system control by furnishing and installing system software and equipment, signal equipment (signal controllers, cabinets, line conditioning UPS's, hubs, etc.), communication devices, and communication media for signal system projects. Signalized intersections will be upgraded in the area of Tamarac Street (from E. Girard Ave. to E. Dartmouth Ave.), Quebec St. (from Cherry Creek Drive to 14th Ave and from 17th to 56th), Valentia/56th, Monaco St. (from MLK to 17th and from 14th to Virginia), MLK Blvd. (Roslyn to Iola), Smith Rd./Rosemary, 29th Ave. (Havana to Iola), Havana St. (40th to 51st), Florence/56th, Peoria St. (Smith to 51st), Chambers Rd. (40th to 53rd), Tower Rd. (43rd to 56th), Pena/Tower both north and south ramps, 48th Ave. (Argonne to Himalaya), Yosemite/Eastman/Syracuse Way, Syracuse Way/Wabash/Xeric Ct., Pena/56th both east and west ramps, Leetsdale Dr. (Alameda to Oneida), and Mississippi/Parker. Intersections may be added or subtracted based on design issues, other projects in the project area, or budget issues.

ESTIMATED CONSTRUCTION COST:

The estimated cost of construction for this project is between \$554,000 and \$680,000.

TEXTURA CONSTRUCTION PAYMENT MANAGEMENT:

Bidders are required, when preparing a bid, to agree it shall use the Textura® Construction Payment Management System ("Textura") for all payments, including those to subcontractors, inclusive of this Project. All fees associated with Textura are to be paid by the awarded Contractor. Bidders shall use the pricing scale provided in Instructions to Bidders to price the Textura service appropriately. For details on the company and service, contact the Textura® Corporation at 866-TEXTURA or www.texturacorp.com.

DOCUMENTS AND BID INFORMATION AVAILABLE:

Complete Contract Documents will be available on the first day of Bid publication at: www.work4denver.com. To download digital Contract Documents at a cost of \$15 per download, reference eBid Document Number #6025705 T

Florence/56th, Peoria St. (Smith to 51st), Chambers Rd. (40th to 53rd), Tower Rd. (43rd to 56th), Pena/Tower both north and south ramps, 48th Ave. (Argonne to Himalaya), Yosemite/Eastman/Syracuse Way, Syracuse Way/Wabash/Xeric Ct., Pena/56th both east and west ramps, Leetsdale Dr. (Alameda to Oneida), and Mississippi/Parker. Intersections may be added or subtracted based on design issues, other projects in the project area, or budget issues.. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance.

PRE-BID CONFERENCE:

A pre-bid conference will be held for this Project at **2:00 p.m.** local time, on **December 13, 2018**. This meeting will take place at Webb Building, 201 W. Colfax Ave., 4th floor, Room 4.G.4., Denver, CO 80202.

DEADLINE TO SUBMIT QUESTIONS: December 20, 2018 by 10:00 a.m. local time.

PREQUALIFICATION REQUIREMENTS:

None

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

Federally-funded construction, reconstruction, remodeling, and professional design services contracts made and entered into by the City and County of Denver are subject to Federal Statutes and Regulations regarding Disadvantaged Business Enterprise participation and all Disadvantaged Business Enterprises Utilization.

The U.S. Department of Transportation (DOT) is authorized to establish project goals for expenditures on construction, reconstruction and remodeling and professional design services work funded by FHWA and let by the City and County of Denver. The specific goal for this project is:

10% Disadvantaged Business Enterprise (DBE)

The project goal must be met with certified participants as set forth in 49 CFR Part 26. For compliance with good faith effort requirements, refer to 49 CFR 26.53.

MISCELLANEOUS:

Contracts for construction, reconstruction, and remodeling are subject to the United States Department of Labor Wage determinations requirements.

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.

Publication Dates: December 4, 5, 6, 2018

Published In: The Daily Journal

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's website at: www.work4denver.com.

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

INSTRUCTIONS TO BIDDERS

IB-1 INSTRUCTION TO BIDDERS

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

IB-2 BIDDING

The Contract Documents contain 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 the information contained in the Contract Documents as defined herein.

Each bid must be enclosed in a sealed envelope, addressed to the Executive Director, and show on the face of the envelope the full name of the bidder, the City Project number, and the 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.

For the purpose of this Agreement, the term ‘Executive Director’ and ‘Manager’ shall have the same meaning.

IB-3 CONTRACT DOCUMENTS AS PUBLISHED BY CITY

Each bidder is responsible for, and shall be deemed to have received, all 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 typing 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 fully and properly completed. If a submitted bid has words and figures as written on the Bid Form by the bidder that do not agree, the written words will govern.

On Bid Forms requiring unit price bids, the bidder shall write in the provided Bid Form spaces 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 the other persons have agency 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, interlineation, 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 so unbalanced 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 that have not acknowledged all addenda to the Contract Documents issued for this bid may also be rejected.

The City reserves the right 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 1) a certified or cashier's check made payable without condition to the order of the City and County of Denver or 2) a bid bond in a form acceptable to the City and signed by an approved corporate surety in favor of the City and County of Denver. Upon acceptance of the bid and notification by the Executive Director the bidder is considered to be the Apparent Low Bidder, bidder must execute a contract in the form prescribed, furnish a performance and payment bond with a legally responsible and approved surety, furnish the required evidence of insurance, and otherwise satisfy all conditions precedent to contract execution within five (5) days after such notice is made by the City. Should a bidder fail to complete these requirements within the time allotted, said bid guarantee shall be forfeited to the City as liquidated damages and not as a penalty.

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

Following award and execution of the Contract by the Apparent Low Bidder, or earlier in the sole discretion of the City, bid guarantees of all but the Apparent Low Bidder will be returned. The bid guarantee of the Apparent Low Bidder shall be returned after the following conditions have been met: the Apparent Low Bidder delivers to the City satisfactory performance and payment bonds and required insurance documentation, the Apparent Low Bidder has satisfied all conditions precedent to contract execution by the City, the Apparent Low Bidder fully and faithfully executes the Contract, and, if

required, the Council of the City approves the Contract. 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 based on interpretation by the design professionals from 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 Executive Director or his/her representatives.

Since the bid information cannot be guaranteed, the bidder 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 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 inconsistencies or ambiguities between different provisions of the Contract Documents, or any issue the bidder believes requires a decision or interpretation by the City, must be addressed in a formal written communication to the Executive Director of Public Works by delivering, with confirmed receipt of same, said formal written communication to the Executive Director of the Division of Public Works, 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 Executive Director, the issuance of an addendum to the bid documents, 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 their bid.

After bids are opened, all bidders must abide by the formal response of the Executive Director as to any interpretation. The City shall not be bound by, 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 to the Executive Director of Public Works. After such time, no bid may be withdrawn or modified.

Withdrawal requests must be signed by the persons authorized to bind the bidder as defined in IB-4, COMPLETING AND SIGNING BID FORMS.

IB-12 CONTRACTOR'S BULLETIN BOARD

It shall be conclusively presumed 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 on the 2nd floor at 201 W. Colfax Avenue, Denver, CO 80202.

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 Executive Director, 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 reading in the open meeting at the place designated for such bid opening. All low bidders' bids will be reviewed for responsiveness per the requirements of the Contract Documents as well as whether the bids contain irregularities that could give any bidder an unfair advantage.

Selection will be made based on the lowest, total, responsible, responsive, qualified bid that includes 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. Only corrected totals will be considered as the basis of selection.

Upon concluding the bid is, in fact, the lowest, total, responsive bid to the bidding conditions and is 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 re-bid the Project.

IB-17 NOTICE TO APPARENT LOW BIDDER

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

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

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

IB-18 EXECUTION OF CONTRACT

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

These documents will be examined by the City to determine whether or not the Apparent Low Bidder has correctly executed the Contract and has correctly provided and satisfactorily and properly completed the required supplemental documents. Once confirmed, 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 Executive Director 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, attestation by the Clerk, and countersignature and registration by the Auditor. 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 Apparent Low Bidder. Any work performed, or materials purchased, prior to the issuance of the Notice to Proceed is at the Apparent Low Bidder'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 a form similar to the one attached) to the City.

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 bidder and all subcontractors performing Work on the Project, unless such requirements are specifically accepted in writing by the City's Risk Management Office. The bidder 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 bidder shall ensure that each subcontractor complies with all 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 bidder.

IB-22 WAGE RATE REQUIREMENTS

In preparing any bid hereunder, the bidder must comply with, and should carefully consider, all requirements and conditions of the United States Department of Labor's Payment of Prevailing Wages.

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, prior to the date of the bid publication, it is determined 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. 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** prevailing wage rates to be paid by all contractors or subcontractors for the life of the contract.

IB-23 TAX REQUIREMENTS

General. Bidders are referred to the General Contract Condition 323, TAXES, as to taxes to which they may be subject in performing the Work under this Contract; including, but not limited to, sales and use taxes and the Denver Occupational Privilege Tax. The following instructions are to be considered along with the General Contract Conditions and not in lieu of them:

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

It is the responsibility of the contractor and its subcontractors to apply to the Colorado Department of Revenue ("CDOR") for a certificate or certificates of exemption indicating their purchase of construction or building materials is for a public project. The contractor must deliver copies of such applications as soon as possible after approval by the CDOR to the City. 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. Contractors and any subcontractor must pay the Business Occupational Privilege Tax for each employee subject to such tax.

IB-24 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

Each bidder shall, as a condition of responsiveness to this solicitation, complete and return the “Diversity and Inclusiveness in City Solicitations Information Request Form” with their Bid.

Using the “Diversity and Inclusiveness in City Solicitations Information Request Form” provided, please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service. Provide any additional information requested on the form. The information supplied on the “Diversity and Inclusiveness in City Solicitations Information Request Form” will provide an opportunity for City contractors to describe their own diversity and inclusiveness practices. Bidders are not expected to conduct intrusive examinations of its employees, managers, or business partners to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the bidder’s current practices, if any.

Diversity and Inclusiveness information provided by City bidders in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from bidders will be in such reports

IB-25 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

The Disadvantaged Business Enterprise (DBE) Program is a federally-mandated program that seeks to ensure non-discrimination in the award of U.S. Department of Transportation (DOT) assisted contracts and to create a level playing field on which DBEs can compete fairly for DOT assisted contracts. **Local Public Agencies (LPAs) that are subrecipients of FHWA funding from the Colorado Department of Transportation (CDOT) must comply with CDOT's FHWA-approved DBE Program.** To such end, CDOT sets a contract goal for DBE participation for each DOT assisted LPA Contract.

In order to be awarded the Contract, the Apparent Low Bidder shall show it has committed to DBE participation sufficient to meet the goal or has otherwise made good faith efforts to do so. CDOT will amend the goal prior to award if the Apparent Low Bidder demonstrates good faith efforts were made, but sufficient commitments to meet the goal could not be obtained.

CDOT and the LPA will monitor the progress of the Awarded Contractor (Contractor) throughout the project to ensure that the Contractor’s DBE commitments are being fulfilled. Modifications to the commitments must be approved by the CDOT Regional Civil Rights Office (RCRO). The LPA may withhold payment or seek other contractual remedies if the Contractor is not complying with the requirements of this special provision. Upon completion of the Contract, CDOT may require the LPA to reduce the final payment to the Contractor if the Contractor has failed to fulfill the commitments or made good faith efforts to meet the contract goal.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

For general assistance regarding the DBE program and compliance, contact CDOT’s Civil Rights and Business Resource Center (CRBRC) at (303)757-9234. For project specific issues, contact the LPA Engineer or RCRO.

All forms referenced herein can be found on the CDOT website in the forms library. Remainder of the Disadvantaged Business enterprise (DBE) Requirements (Local Agency) may be found attached herein.

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 and costs and damages 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 may also visit www.work4denver.com for information, both general and project specific. The Contract Administrator assigned to this project is David Relaford who can be reached via email at p.w.procurement@denvergov.org.

IB-28 FEDERAL REQUIREMENTS

This project is funded, in whole or in part, by federal funding made available through the Federal Highway Administration ("FHWA") and administered by the Colorado Department of Transportation ("CDOT"). As such, each bidder must review and comply with certain bid requirements (the "Federal Forms") in formulating and submitting its bid for the Project, and, if awarded a contract pursuant to this bid, must comply with certain "Federal Requirements." The required Federal Forms are included in the Bid Package at pages BF-13 through BF-21. The Federal Requirements are attached to the Bid Document Package, pages at BDP-73 through BDP-84. The bidder shall be presumed to have considered and completed all Federal Requirements and Forms as part of its bid and shall be presumed to have carefully considered and accounted for all costs of complying with the Federal Requirements in formulating and submitting a bid hereunder.

IB-29 PAYMENT PROCEDURE REQUIREMENTS

Bidder recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System ("Textura") for this Project to request payment from the City and to pay subcontractors. All certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Textura. All fees associated with Textura are to be paid by the bidder for billings for work performed. Bidders are required, when preparing a bid, to enter the price of Textura on the line provided for the service. The fee is all inclusive of all subcontractor, project and subscription fees associated with Textura. The bidder will calculate the fee based on their total bid (not including any alternates, if applicable) and the table below, and then include it on the line item provided in the bid form labeled "**Textura® Construction Payment Management System Fee**". This expense becomes part of the contract and billable to the City. All costs including, but not limited to, costs associated with training, entering data, and/or utilizing Textura other than the Textura Construction Payment Management System Fee are overhead and shall not be reimbursed by the City. Bidder will be responsible for any tax on the Textura fee. As with other taxes, the City will not reimburse bidder for this cost and therefore this cost should be included in bidder's bid. Textura will invoice the awarded bidder directly.

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

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RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

Promulgated and adopted by the Executive Director 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 ensuring 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. "Executive Director" shall mean the Executive Director of Public Works for the City and County of Denver.
- C. "Manager," as referenced in the Department of Public Works Standard Specifications for Construction General Contract Conditions 2011 Edition, refers to the Executive Director of Public Works for the City and County of Denver.
- D. "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.
- E. "Contractor" means the original party to a contract with the City and County of Denver, also referred to as the "general" or "prime" contractor.
- F. "Director" means the Director of the Division of Small Business Opportunity.
- G. "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.
- H. 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.
- I. "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.
- J. "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 Executive Director and he/she 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 Executive Director will , prior to imposition of any sanctions, afford the 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 Executive Director.
- 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 Executive Director who shall make a final decision.

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

The Rules and Regulations of the Executive Director 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 Executive Director. 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 Executive Director.

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 contractor or any of his subcontractors is indicated, a corrective action program will take into account the need by the 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 Executive Director 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 Executive Director 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/her 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:

- Advertise invitations for subcontractor bids in minority community news media.
- Contact minority contractor organizations for referral of prospective subcontractors.
- 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 Executive Director shall include the appropriate clauses in every contract and the contractor shall cause to be inserted in every subcontract the appropriate clauses:

- APPENDIX A: City and County of Denver Equal Opportunity Clause - ALL CONTRACTS funded only with City and County of Denver monies.
- APPENDIX B: Equal Opportunity Clause (11246) - ALL FEDERAL ASSISTED.
- APPENDIX C: Section 3 - Assurance of Compliance - HUD ASSISTED PROJECTS.
- 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 Executive Director has reasonable cause to believe that a contractor has violated Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code, he/she may issue a notice requiring the contractor to show cause, within fifteen (15) days why enforcement procedures, or other appropriate action to ensure compliance, should not be instituted.

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

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.

APPENDIX F: The Bid Conditions - Affirmative Action Requirements - Equal Employment Opportunity as published by the Department of Public Works, City and County of Denver, shall be inserted verbatim as bidding specifications for every non-exempt contract using City funds.

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

APPENDIX A

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information
4. 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.
5. 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 Executive Director and the Director.
6. 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 Executive Director and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Executive Director, Director, or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. 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.
8. 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 Executive Director 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 Executive Director 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.

APPENDIX B
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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 considerations for employment without regard to race, color, religion, sex, or national origin.
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. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor 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 Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. 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 provision, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICES TO BE POSTED PER PARAGRAPH (1) AND (3) OF THE EEO CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW

**Discrimination is Prohibited by
the Civil Rights Act of 1964
and by Executive Order No. 11246**

Title VII of the Civil Rights Act of 1964

Administered by: The Equal Employment Opportunity Commission

Prohibits discrimination because of Race, Color, Religion, sex, or National Origin by Employers with 25 or more employees, by Labor Organizations with a hiring hall of 25 or more members, by Employment Agencies, and b Joint Labor-Management Committees for Apprenticeship or Training.

ANY PERSON who believes that he or she has been discriminated against SHOULD CONTACT:

The Equal Employment Opportunity Commission (EEOC)
2401 E Street, NW
Washington, D.C. 20506

Executive Order No. 11256

Administered by: The Office of Federal Contract Compliance Programs

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment, by all Federal Government Contractors and Subcontractors, and by Contractors Performing Work Under a Federal Assisted Construction Contract, regardless of the number of employees in either case.

ANY PERSON who believes that he or she has been discriminated against SHOULD CONTACT:

The Office of Federal Contract Compliance Programs
U. S. Department of Labor
Washington, D.C. 20210

APPENDIX E

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246, as amended)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:

Timetables: Until Further Notice

Goals:

Minority Participation in Each Trade: 13.8 percent

Female Participation in Each Trade: 6.9 percent

These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally-assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goal established for such geographic area where the work is actually performed. With regard to this second area, the contractor also is subject to the goal for both its Federally involved and non-Federally involved construction.

The contractor's compliance with the executive order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goal. The hours of minority employment and training must be substantially uniform throughout the length of the contract, and in each grade, and the contract shall make a good faith effort to employ minorities evenly on each of its projects. The transfer of minority employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goal, shall be a violation of the contract, the executive order, and the regulations in 41 CFR Part 60-4. Compliance with the goal will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employee identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographic area in which the contract is performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the City and County of Denver, Colorado.

STANDARD FEDERAL ASSURANCES

NOTE: As used below the term "contractor" shall mean and include the "Party of the Second Part," and the term "sponsor" shall mean the "City".

During the term of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurements or materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
 - c.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (41 CFR 60-4.3)
(VERSION 2, 4/23/90)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted

construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendent, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other

area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

/s/

Executive Director of Public Works
City and County of Denver

EQUAL OPPORTUNITY PROVISIONS (Cont'd)

15. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

a. GOALS AND TIMETABLES:

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

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

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

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

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

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

b. 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:

- i. The Contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. The Contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- ix. The Contractor should have made certain that all facilities are not segregated by race.

- x. 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.
- xi. 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.

c. **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.

d. **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.

e. **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.

- a. Where the Division of Small Business Opportunity 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.
- b. 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".
- c. 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.

16. 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.

17. 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.

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Executive Director 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**

**FEDERAL AID PROJECT NO.: AQC M320-091 SA 20300
CITY OF DENVER CONTRACT NO.: 201846136**

Denver TIP FY2015

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

JACOBS INVESTMENTS, LLC dba Colorado Boring Co

**3813 Canal Dr.,
Ft. Collins, CO 80524**

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

WITNESSETH, commencing on December 4, 2018, 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:

**FEDERAL AID PROJECT NO.: AQC M320-091 SA 20300
CITY OF DENVER CONTRACT NO.: 201846136**

Denver TIP FY2015

WHEREAS, bids pursuant to said advertisement have been received by the Executive Director 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
Bid Bond
Addenda (as applicable)
DBE Documents*

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

2. **SCOPE OF WORK**

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

3. **TERMS OF PERFORMANCE**

The Contractor agrees to undertake the performance of the Work under this Contract within ten (10) days after being notified to commence work by issuance of a Notice to Proceed in substantially the form contained herein from the Manager and agrees to fully complete said Work within **240 (Two Hundred and Forty)** 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 202-00848 through 700-70589 (Forty-Nine [49]) total bid items**, the total estimated cost thereof being **Seven Hundred Eighteen Thousand, one Hundred, Forty-Four Dollars and No Cents (\$718, 144.00)**. Adjustments to said Contract Amount and payment of amounts due hereunder shall be made in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

5. **NO DISCRIMINATION IN EMPLOYMENT**

In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

6. **DBE AND EQUAL OPPORTUNITY REQUIREMENTS**

The Contractor agrees to comply with all requirements of the City's Equal Employment Opportunity program and the Federal Disadvantaged Business Enterprise Participation program as set out in Article III, Division 2, Chapter 28 of the Denver Revised Municipal Code, and any rules, regulations and guidelines set forth thereunder for such programs. This compliance shall include the obligation to maintain throughout the term of the contract that level of DBE participation upon

which the Contract was initially awarded, unless otherwise authorized by the law or any rules, regulations or guidelines.

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 United States Department of Labor Prevailing Wages rates and requirements.

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 City 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. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or suppliers.

13. CONTRACT BINDING

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

14. PARAGRAPH HEADINGS

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

15. SEVERABILITY

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

16. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

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

Contract Control Number:

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 _____



Contract Control Number: PWADM-201846136-00

Contractor Name: JACOBS INVESTMENTS, LLC dba Colorado Boring Co.

By:  _____

Name: Jon Jacobs
(please print)

Title: Managing Member
(please print)

ATTEST: [if required]

By:  _____

Name: LLOYD SEATON
(please print)

Title: MANAGING MEMBER
(please print)



**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Construction Contract General Conditions**

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

SPECIAL CONTRACT CONDITIONS

SC-1 CONSTRUCTION SPECIFICATIONS

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

City and County of Denver:

*Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS, (2011 Edition) ****General Contract Conditions 1801 and 1802 concerning warranties and guarantees are hereby deleted in their entirety****
Transportation Standards and Details for the Engineering Division*

City and County of Denver Traffic Standard Drawings

Wastewater Management Division

– *Standard Detail Drawings*

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

Colorado Department of Transportation:

*Standard Specifications for Road and Bridge Construction
(Sections 200 through 700 of the 2017 Edition)*

Federal Highway Administration:

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

Building & Fire Codes:

Building Code of the City and County of Denver

(International Building Code 2015 Series, City and County of Denver Amendments 2016)

National Fire Protection Association Standards

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

The aforementioned City and County of Denver documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5th floor), Denver, CO 80202. The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available at: http://www.denvergov.org/dpw_contract_admin/ContractAdministration/ContractorReferenceDocuments/tabid/440535/Default.aspx. *Transportation Standards and Details for the Engineering Division* and the Wastewater Management Division – *Standard Detail Drawings*, are available at <http://www.denvergov.org>.

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

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

SC-2 ENGINEERING DIVISION / CITY ENGINEER

The Engineering Division is a unit of the Department of Public Works and is supervised by the City Engineer, who is subordinate to the Executive Director of Public Works. For the purpose of this Agreement, the term ‘Executive Director’ and ‘Manager’ shall have the same meaning.

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 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-3 CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer (the “Director”) 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 Director the authority necessary to undertake those responsibilities under this Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

Denver Department of Public Works /Engineering Division,

Project Manager
City Project Manager
John La Sala

Telephone
(720) 913-4535

Consultant
Design Consultant
FHU

Consultant Contact
Larry Lang

Telephone
(303) 721-1440

SC-4 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 \$1,000 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-5 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-6 PREVAILING WAGE RATES

General Contract Condition 1001 Wages is replaced in its entirety with the United States Department of Labor wages and requirements and compliance therewith.

SC-7 PAYMENTS TO CONTRACTORS

The application for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura Construction Payment Management System for this Project to request payment from the City and to pay subcontractors. All certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Textura®. Contractor further agrees that, to the fullest extent possible within the CPM System, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through the CPM System, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees that it will activate any available settings within the CPM System that are necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Public Works	John La Sala	(720) 913-4534

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

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

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

SC-8 CONSTRUCTION INSPECTION BY THE CITY

General Condition 1701, AUTHORITY OF INSPECTORS, is modified as follows:

1701.1 Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost

shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the General Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

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

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

SC-9 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-10 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-11 TERMINOLOGY

Terminology used in Colorado Department of Transportation (CDOT) Standards and Specifications and City and County of Denver (CCD) Standards and Specifications may differ but shall be considered interchangeable where appropriate. Examples are Department of Public Works (CCD) and Department (CDOT), Project Manager (CCD) and Engineer (CDOT), Traffic Maintenance Plan (CCD) and Traffic Control Plan (CDOT).

SC-12 TECHNICAL SPECIFICATIONS

Section 106 of the CDOT Standard Specifications is hereby incorporated into this contract except where conflicts exist between Section 106 and the General Contract Conditions or Special Contract Conditions. Where conflicts exist, the General Contract Conditions or Special Contract Conditions shall govern.

SC-13 MODIFICATION TO GENERAL CONTRACT CONDITION 405

General Contract Condition 405 is hereby revised for this project as follows:

G.C. 405.2 shall include the following:

Shop Drawings shall be submitted in accordance with Section 105.02 of the CDOT Standard Specifications. Any work performed by the Contractor prior to receipt of approved shop drawings is at the sole risk of the Contractor.

SC-14 MODIFICATION TO GENERAL CONTRACT CONDITION 809

General Contract Condition 809 is hereby revised for this project as follows:

Add G.C. 809.3 as follows:

.3 Fossils may be uncovered during excavation for the project. The Colorado Department of Transportation will furnish a paleontologist to monitor project excavations. The Contractor shall notify the Engineer at least five working days prior to the start of excavation operations to allow for scheduling of the monitor. The paleontologist, Mr. Steve Wallace, can be contacted at (303) 757-9632.

If fossils are encountered, they will be evaluated and, if deemed important, removed prior to further excavation. When directed, the Contractor shall excavate the site in such manner as to preserve the fossils uncovered and shall remove them as directed by the Engineer.

SC-15 FEDERAL REQUIREMENTS

This Project is funded, in whole or in part, by federal funding made available through the Federal Highway Administration ("FHWA") and administered by the Colorado Department of Transportation ("CDOT"). As such, performance under this contract is subject to certain "Federal Requirements" contained or referenced in Attachment A to this contract, attached hereto and incorporated herein by this reference. The Contractor shall thoroughly review and shall strictly comply with all Federal Requirements in performing its Work under this contract.

SC-16 ATTORNEY'S FEES

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

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

SC-17 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 18: INSURANCE

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

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

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

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

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

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

ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

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

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

(8) **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

(9) **Technology Errors & Omissions:** Contractor shall maintain Technology Errors and Omissions insurance including network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate.

(10) **Additional Provisions:**

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

SC-19 GREENPRINT DENVER REQUIREMENTS

In accordance with the City and County of Denver Executive Order 123: Greenprint Denver Office and Sustainability Policy, as amended, Contractor shall adhere to sections of Executive Order 123 pertinent to the construction of the built environment. This includes but is not limited to: all construction and renovation of buildings shall follow instructions and memorandum for high performance buildings; horizontal projects shall include the use of fly ash concrete and recycled aggregate where possible; and, all projects shall recycle construction and demolition waste, and

install materials that contain recycled content whenever possible using the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) as guidance. Non-hazardous solid waste that is eligible for reuse or recycling is not subject to the DADS disposal requirement defined in SC-12.

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

<https://www.denvergov.org/content/denvergov/en/contract-administration/contractor-resources.html>

SC-20 EXECUTIVE DIRECTOR

General Condition 112 Manager is hereby deleted in its entirety and replaced with the following:

“Executive Director” means the Executive Director of Aviation, if the Contract is entered into under the authority of the Department of Aviation; or it means the Executive Director of Public Works, if the Contract is entered into under the authority of the Department of Public Works. The department is identified in the Contract Documents. Whenever the term “Executive Director” is used in the Contract Documents, such term refers only to the Executive Director of Aviation or Public Works, as appropriate, and not to any individual to whom the Executive Director has delegated authority.

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CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Jacobs Investements, LLC
dba Colorado Boring Company

a corporation organized and existing under and by virtue of the laws of the State of Colorado,
hereafter referred to as the "Contractor", and Great American Insurance Company
a corporation organized and existing under and by virtue of the laws of the State of Ohio

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 Seven Hundred Eighteen Thousand, One Hundred and
Forty-Four Dollars and No Cents (\$718,144.00), lawful money of the United States of America , for
the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

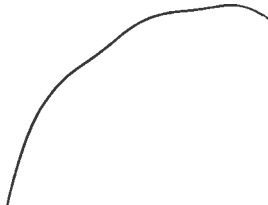
WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for
furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary
for and required to do, perform and complete the construction of **CONTRACT NO. 201846136,**
FEDERAL PROJECT NO: AQC M320-091 SA 20300, DENVER TIP FY2015, 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
27th day of February, 2019.

Attest:

Valerie Mathiason
Secretary

Jacobs Investments, LLC dba
Colorado Boring Company

Contractor

By:

[Signature]
President Managing Member
Great American Insurance Company

Surety

By:

Rae Campbell
Attorney-In-Fact Rae Campbell

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

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

By:

[Signature]
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF
DENVER

By:

[Signature]
MAYOR

By:

[Signature]
EXEC. DIR. OF PUBLIC WORKS

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 14985

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
DAVE JANSSEN	STELLA FERRIS	ALL OF	ALL
RAE CAMPBELL	KYLE DUFFORD	JOHNSTOWN, COLORADO	\$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2ND day of NOVEMBER, 2015
GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 2ND day of NOVEMBER, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 27th day of February, 2019.



Atty L C. B.
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2019

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

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

PRODUCER PFS Insurance Group 4848 Thompson Parkway Suite 200 Johnstown, CO 80534	CONTACT NAME: PHONE (A/C, No, Ext): (970) 635-9400 FAX (A/C, No): (970) 635-9401 E-MAIL ADDRESS: info@mypfsinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D : Pinnacol Assurance Co</td> <td>41190</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Phoenix Insurance Company	25623	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : Travelers Indemnity Company	25658	INSURER D : Pinnacol Assurance Co	41190	INSURER E :		INSURER F :
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INSURER F :														
INSURED Jacobs Investments LLC dba Colorado Boring Co; Northern Lights Leasing LLC 3813 Canal Dr Fort Collins, CO 80524														

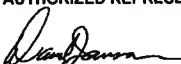
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Add'l Insd <input checked="" type="checkbox"/> Blanket Waiver GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER Limited Pollution		DT-CO-4H829467-PHX-18	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Blanket Add'l Insd <input checked="" type="checkbox"/> Blanket Waiver		DT-810-4H829467-TIL-18	8/1/2018	8/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-7J468879-TIL-18-26	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ Aggregate \$ 8,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		4211616	8/1/2018	8/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$
B	Leased/Rented Equip		QT-660-8137P008-TIL-18	8/1/2018	8/1/2019	\$5,000 Deductible 300,000
B	Installation		QT-660-8137P008-TIL-18	8/1/2018	8/1/2019	\$2,500 Deductible 400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract 201846136 Denver TIP FY 2015. If required by written contract or written agreement the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The City and County of Denver, it's elected and appointed officials, employees and volunteers are included as Additional Insured for ongoing operations and completed operations on a Primary and Non-Contributory basis under General Liability and Automobile Liability. A Waiver of Subrogation applies to the General Liability, Automobile Liability and Workers' Compensation. Umbrella is follow form and provides excess coverage over the General Liability, Automobile Liability and Employers' Liability.
Installation coverage - Special Form

CERTIFICATE HOLDER	CANCELLATION
---------------------------	---------------------

City and County of Denver Department of Public Works 201 W. Colfax Ave., Dept. 608 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



**PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION**

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

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

RE: **Jacobs Investments, LLC dba
Colorado Boring Company**
Contract No: **201846136**
Federal Project No. **AQC M320-091 SA 20300**
Project Name: **Denver TIP FY2015**
Contract Amount: **\$718,144.00**
Performance and Payment Bond No.: **2970132**

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Great American Insurance Company insurance company, on February 27, 2019

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 970 635 9400

Thank you.

Sincerely,


Rae Campbell, Attorney in fact

Denver Public Works/Office of the Executive Director
201 West Colfax Avenue, Dept. 608 | Denver, CO 80202
www.denvergov.org/dpw
p. 720.865.8630 | f. 720.865.8795

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

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

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

RE: (Company name)

Contract No: **201846136**
Federal Project No. **AQC M320-091 SA 20300**
Project Name: **Denver TIP FY2015**
Contract Amount:
Performance and Payment Bond No.:

Dear Assistant City Attorney,

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

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

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

Thank you.

Sincerely,

Denver Public Works/Office of the Executive Director
201 West Colfax Avenue, Dept. 608 | Denver, CO 80202
www.denvergov.org/dpw
p. 720.865.8630 | f. 720.865.8795

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NOTICE OF APPARENT LOW BIDDER
(SAMPLE)

Date

To:

Gentlemen:

The EXECUTIVE DIRECTOR OF PUBLIC WORKS has considered the Bids submitted on JANUARY 10, 2019 for work to be done and materials to be furnished in and for:

PROJECT No. 201846136, Denver TIP FY2015

as set forth in detail in the Contract Documents for the City and County of Denver, Colorado. It appears that your Bid is fair, equitable, and to the best interest of the City and County; therefore, said Bid is hereby accepted at the bid price contained herein, subject to execution of the Contract Documents and your furnishing the items specified below, the total cost thereof «Contract Amount Written», («Contract Amount Numeric»).

It will be necessary for you to appear forthwith at the office of the Department of Public Works, Finance and Administration, 201 W. Colfax Ave., Dept. 614, Denver, Colorado 80202, to receive the said Contract Documents, execute the same and return them to the Department of Public Works, Project Management Office 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. One original, plus four copies, of the Power of Attorney relative to Performance and/or Payment Bond; and,
- b. ACORD Insurance Certificates: General Liability and Automotive Liability, Workers' Compensation, Employer Liability; or any other coverage required by contract.

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 Executive Director 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. **201846136**

Page 2

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

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

CITY AND COUNTY OF DENVER

By

Executive Director of Public Works

Denver Public Works/Office of the Executive Director
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dpw
p. 720.865.8630 | f. 720.865.8795

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Current Date

(S A M P L E)

Name
Company
Street
City/State/Zip

FEDERAL AID PROJECT NO. _____
CITY OF DENVER CONTRACT NO. 2201846136, Denver TIP FY2015

NOTICE TO PROCEED

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on **201846136, Denver TIP FY2015** with the work of constructing contract number, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of 240 (Two Hundred and Forty Days) calendar days, the project must be complete on or before «Project_Completion_Date».

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

Very truly yours,

Lesley B. Thomas
City Engineer

By:

Denver Public Works/Office of the Executive Director
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dpw
p. 720.865.8630 | f. 720.865.8795

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DEPARTMENT OF PUBLIC WORKS

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

_____	Date: _____, 20
(CITY PROJECT NAME AND NUMBER)	.
_____	Subcontract #:
(NAME OF CONTRACTOR)	.
_____	Subcontract Value: \$
(NAME OF SUBCONTRACTOR/SUPPLIER)	.
	Last Progress Payment: \$
	.
Check Applicable Box:	Date:
[] DBE	.
	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 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) s.
CITY OF _____)

(Name of Subcontractor)

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

By: _____

Notary Public/Commissioner of
Oaths
My Commission Expires

Title: _____



Date

Name
Company
Street
City/State/Zip

(SAMPLE)
RE: Certificate of Contract Release for
FEDERAL AID PROJECT NO. _____
CITY OF DENVER CONTRACT NO. 201846136, Denver TIP FY2015

Certificate of Contract Release

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 Public Works/Office of the Executive Director
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dpw
p. 720.865.8630 | f. 720.865.8795
311 | POCKETGOV.COM | DENVERGOV.ORG | DENVER 8 TV

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ON THE JOB TRAINING

NOTICE

This is a standard special provision that revises or modifies CDOT's *Standard Specifications for Road and Bridge Construction*. It has gone through a formal review and approval process and has been issued by CDOT's Project Development Branch with formal instructions regarding its use on CDOT construction projects. It is to be used as written without change. Do not use modified versions of this special provision on CDOT construction projects, and do not use this special provision on CDOT projects in a manner other than that specified in the instructions unless such use is first approved by the Standards and Specifications Unit of the Project Development Branch. The instructions for use on CDOT construction projects appear below.

Other agencies that use the *Standard Specifications for Road and Bridge Construction* to administer construction projects may use this special provision as appropriate and at their own risk.

INSTRUCTIONS FOR USE ON CDOT CONSTRUCTION PROJECTS:

Use this standard special provision in all Federal-aid projects.

This training special provision is an implementation of 23 U.S.C. 140 (a). The Contractor shall meet the requirements of the FHWA 1273 for all apprentices and trainees.

As part of the Contractor's Equal Employment Opportunity Affirmative Action Program, training shall be provided on projects as follows:

1. The Contractor shall provide on the job training aimed at developing full journey workers in the skilled craft identified in the approved training plan. The Contractor shall provide at a minimum, required training hours listed in the Project Special Provisions for each project.
2. The primary objective of this specification is to train and upgrade women and minority candidates to full journey worker status. The Contractor shall make every reasonable effort to enroll and train minority and women workers. This training commitment shall not be used to discriminate against any applicant for training whether or not the applicant is a woman or minority.
3. The Contractor may employ temporary workers from CDOT supportive services providers to meet OJT requirements. Information pertaining to supportive services providers may be obtained by calling the CDOT OJT Coordinator at the number shown on the link <http://www.coloradodot.info/business/equal-opportunity/training.html>
4. An employee shall not be employed or utilized as a trainee in a skilled craft in which the employee has achieved journey status.
5. The minimum length and type of training for each skilled craft shall be as established in the training program selected by the Contractor and approved by the Department and the Colorado Division of the Federal Highway Administration (FHWA), or the U. S Department of Labor (DOL), Office of Apprenticeship or recognized state apprenticeship agency. To obtain assistance or program approval contact:

CDOT Center for Equal Opportunity
4201 East Arkansas Avenue
Denver, CO 80222
eo@dot.state.co.us
1-800-925-3427
6. The Contractor shall pay the training program wage rates and the correct fringe benefits to each approved trainee employed on the project and enrolled in an approved program. The minimum trainee wage shall be no less than the wage for the Guardrail Laborer classification as indicated in the wage decision for the project.
7. The CDOT Regional Civil Rights Manager must approve all proposed apprentices and trainees for the participation to be counted toward the project goal and reimbursement. Approval must occur before training begins. Approval for the apprentice or trainee to begin work on a CDOT project will be based on:
 - A. Evidence of the registration of the trainee or apprentice into the approved training program.
 - B. The completed Form 838 for each trainee or apprentice as submitted to the Engineer.
8. Before training begins, the Contractor shall provide each trainee with a copy of the approved training program, pay scale, pension and retirement benefits, health and disability benefits, promotional opportunities, and company policies and complaint procedures.
9. Before training begins, the Contractor shall submit a copy of the approved training program and CDOT Form 1337 to the Engineer. Progress payments may be withheld until this is submitted and approved and may be withheld if the approved program is not followed.
10. On a monthly basis, the Contractor shall provide to the Engineer a completed On the Job Training Progress Report (Form 832) for each approved trainee or apprentice on the project. The Form 832 will be reviewed

and approved by the Engineer before reimbursement will be made. The Contractor will be reimbursed for no more than the OJT Force Account budget. At the discretion of the Engineer and if funds are available, the Engineer may increase the force account budget and the number of reimbursable training hours through a Change Order. The request to increase the force account must be approved by the Engineer prior to the training.

11. Upon completion of training, transfer to another project, termination of the trainee or notification of final acceptance of the project, the Contractor shall submit to the Engineer a "final" completed Form 832 for each approved apprentice or trainee.
12. All forms are available from the CDOT Center for Equal Opportunity, through the CDOT Regional Civil Rights Manager, or on CDOT's website at <http://www.coloradodot.info/business/bidding/Bidding%20Forms/Bid%20Winner%20Forms>
13. Forms 838 and 832 shall be completed in full by the Contractor. Reimbursement for training is based on the number of hours of on the job training documented on the Form 832 and approved by the Engineer. The Contractor shall explain discrepancies between the hours documented on Form 832 and the corresponding certified payrolls.
14. The OJT goal (# of training hours required) for the project will be included in the Project Special Provisions and will be determined by the Regional Civil Rights Manager after considering:
 - A. Availability of minorities, women, and disadvantaged for training;
 - B. The potential for effective training;
 - C. Duration of the Contract;
 - D. Dollar value of the Contract;
 - E. Total normal work force that the average bidder could be expected to use;
 - F. Geographic location;
 - G. Type of work; and
 - H. The need for additional journey workers in the area
 - I. The general guidelines for minimum total training hours are as follows:

Contract dollar value	Minimum total training hours to be provided on the project
Up to 1 million	0
>1 - 2 million	320
>2 - 4 million	640
>4 - 6 million	1280
>6 - 8 million	1600
>8 - 12 million	1920
>12 - 16 million	2240
>16 - 20 million	2560
For each increment of \$5 million, over \$20 million	1280

15. The number of training hours for the trainees to be employed on the project shall be as shown in the Contract. The trainees or apprentices employed under the Contract shall be registered with the Department using Form 838, and must be approved by the Regional Civil Rights Manager before training begins for the participation to be counted toward the OJT project goal. The goal will be met

by an approved trainee or apprentice working on that project; or, if a Contractor's apprentice is enrolled in a DOL approved apprenticeship program and registered with CDOT using Form 838 and working for the Contractor on a non-CDOT project. The hours worked on the non-CDOT project may be counted toward the project goal with approved documentation on Form 832. Training hours will be counted toward one project goal.

16. Subcontractor trainees who are enrolled in an approved Program may be used by the Contractor to satisfy the requirements of this specification.
17. The Contractor will be reimbursed \$2.00 per hour worked for each apprentice or trainee working on a CDOT project and whose participation toward the OJT project goal has been approved
18. The Contractor shall have fulfilled its responsibilities under this specification if the CDOT Regional Civil Rights Manager has determined that it has provided acceptable number of training hours.
19. Failure to provide the required training will result in the following disincentives: A sum representing the number of training hours specified in the Contract, minus the number of training hours worked as certified on Form 832, multiplied by the journey worker hourly wages plus fringe benefits [(A hours – B hours worked) x (C dollar per hour + D fringe benefits)] = Disincentives Assessed. Wage rate will be determined by averaging the wages for the crafts listed on Form 1337. The Engineer will provide the Contractor with a written notice at Final Acceptance of the project informing the Contractor of the noncompliance with this specification which will include a calculation of the disincentives to be assessed.

January 20, 2017

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS
(LOCAL AGENCY)

NOTICE

This is a standard special provision that revises or modifies CDOT's *Standard Specifications for Road and Bridge Construction*. It has gone through a formal review and approval process and has been issued by CDOT's Project Development Branch with formal instructions for its use on CDOT Local Public Agency construction projects. It is to be used as written without change. Do not use modified versions of this special provision on CDOT Local Public Agency construction projects, and do not use this special provision on projects in a manner other than that specified in the instructions unless such use is first approved by the Standards and Specifications Unit of the Project Development Branch. The instructions for use on CDOT Local Public Agency construction projects appear below.

Instructions for use on Local Public Agency construction projects:

Use this Standard Special Provision on Local Agency administered Federal-Aid Design-Bid-Build Projects. For purposes of this Standard Special Provision, Federal Aid Design Bid Build Projects only include those projects for which the construction portion is funded in whole or in part with federal funds.

Use in conjunction with the Project Special Provision Worksheet, Disadvantaged Business Enterprise (DBE) Contract Goal.

The Local Public Agency should consult with the Regional Civil Rights Office (RCRO) to determine the use of this standard special and to obtain the contract goal. A contract goal of zero still requires the use of this standard special and the worksheet. Local Public Agencies shall not set their own contract goal.

This standard special provision should not be used for CM/GC services, design-build or other innovative projects. For DBE provisions for these projects, contact the Civil Rights and Business Resource Center (CRBRC) at (303)757-9234.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
REQUIREMENTS (LOCAL AGENCY)

1. Overview

The Disadvantaged Business Enterprise (DBE) Program is a federally-mandated program that seeks to ensure non-discrimination in the award of U.S. Department of Transportation (DOT)-assisted contracts and to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts. Local Public Agencies (LPAs) that receive federal funds, must comply with CDOT's DBE program. To such end, CDOT sets a contract goal for DBE participation for each DOT-assisted LPA Contract.

In order to be awarded the Contract, the bidder shall show that it has committed to DBE participation sufficient to meet the goal or has otherwise made good faith efforts to do so. CDOT will amend the goal prior to award if the lowest apparent bidder demonstrates that good faith efforts were made but sufficient commitments to meet the goal could not be obtained.

CDOT and the LPA will monitor the progress of the Contractor throughout the project to ensure that the Contractor's DBE commitments are being fulfilled. Modifications to the commitments must be approved by the CDOT Regional Civil Rights Office (RCRO). CDOT may withhold payment or seek other contractual remedies if the Contractor is not complying with the requirements of this special provision. Upon completion of the Contract, CDOT may require the LPA to reduce the final payment to the Contractor if the Contractor has failed to fulfill the commitments or made good faith efforts to meet the contract goal.

For general assistance regarding the DBE program and compliance, contact CDOT's Civil Rights and Business Resource Center (CRBRC) at (303)757-9234. For project specific issues, contact the LPA Engineer or RCRO.

All forms referenced herein can be found on the CDOT website in the forms library.

2. Contract Assurance

By submitting a proposal for this Contract, the bidder agrees to the following assurance and shall include it verbatim in all (including non-DBE) subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

3. Definitions

Terms not defined herein shall have the meaning provided in the CDOT Standard Specifications for Road and Bridge Construction.

- A. *Commitment*. A commitment is a portion of the Contract, identified by dollar amount and work area, designated by the bidder or Contractor for participation by a particular DBE. Commitments are submitted to CDOT via Form 1414, Anticipated DBE Participation Plan, or via Form 1420, DBE Plan Modification Request. Once approved, commitments are enforceable obligations of the Contract.
- B. *Commercially Useful Function (CUF)*. Responsibility for the execution of the work and carrying out such responsibilities by actually performing, managing and supervising the work as further described in Section 8 below.
- C. *Contract Goal*. The percentage of the contract designated by CDOT for DBE participation. The contract goal for this contract is provided in the Project Special Provision Disadvantaged Business Enterprise Contract Goal.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
REQUIREMENTS (LOCAL AGENCY)

- (1) The bidder/Contractor shall make good faith efforts to fulfill the contract goal with eligible DBE participation. For determining whether the contract goal was met prior to award, the contract goal shall be based upon the proposal amount excluding force account items. For determining whether the contract goal was met during and upon completion of the project, the contract goal shall be based upon the total earnings amount.
 - (2) If the lowest apparent bidder demonstrates that it was unable to meet the contract goal but made good faith efforts to do so, the contract goal will be amended and the revised contract goal will be provided on Form 1417, Approved DBE Participation Plan.
- D. *Disadvantaged Business Enterprise (DBE)*. A Colorado-certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory at www.coloradodbe.org.
 - E. *DBE Program Manual*. The manual maintained by the CRBRC which details CDOT's policies and procedures for administering the DBE program. A copy of the DBE Program Manual is available on the CRBRC webpage.
 - F. *Eligible Participation*. Work by a DBE that counts toward fulfillment of the contract goal as described in Section 4 below.
 - G. *Good Faith Efforts*. All necessary and reasonable steps to achieve the contract goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. Good faith efforts are evaluated prior to award and throughout performance of the Contract. For guidance on good faith efforts, see 49 CFR Part 26, Appendix A.
 - H. *Joint Check*. A check issued by the Contractor or one of its subcontractors to a DBE firm and a material supplier or other third party for materials or services to be incorporated into the work.
 - I. *Reduction*. A reduction occurs when the Contractor reduces a commitment to a DBE. A reduction constitutes a partial termination.
 - J. *Subcontractor*. An individual, firm, corporation or other legal entity to whom the Contractor sublets part of the Contract. For purposes of this special provision, the term subcontractor includes suppliers.
 - K. *Substitution*. Substitution occurs when a Contractor seeks to find another DBE to perform work on the contract as a result of a reduction or termination.
 - L. *Termination*. A termination occurs when a Contractor no longer intends to use a DBE for fulfillment of a commitment.
 - M. *Total Earnings Amount*: Amount of the Contract earned by the Contractor, including approved changes and approved force account work performed, but not including any deductions for liquidated damages, price reduced material, work time violations, overweight loads or liens. The amount of the Contract earned does not include plan force account items (i.e. OJT, pavement incentives, etc).
 - N. *Work Code*. A code to identify the work that a DBE is certified to perform. A work code includes a six digit North American Industry Classifications System code plus a descriptor. Work codes are listed on a firm's profile on the UCP DBE Directory. The Contractor may contact the CRBRC to receive guidance on whether a work code covers the work to be performed.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE)
REQUIREMENTS (LOCAL AGENCY)

4. Eligible Participation

The following rules will be used to determine whether work performed by a DBE qualifies as eligible participation on the Contract:

- A. *Work Must be Identified in Commitment.* The work performed by the DBE must be reasonably construed to be included in the work area and work code identified by the Contractor in the approved commitment.
- (1) If the Contractor intends to use a DBE for work that was not listed in the commitment, the Contractor shall submit Form 1420, DBE Participation Plan Modification for approval of the modification. Unapproved work will not count toward the contract goal.
 - (2) A DBE commitment cannot be modified to include work for which the DBE was not certified at the time of the approval of the original commitment.
- B. *DBE Must be Certified to Perform the Work.* The DBE must be certified to perform the work upon submission of the commitment and upon execution of the DBE's subcontract.
- (1) When a commitment has been made, but upon review of Form 205, Sublet Permit, CDOT determines that the DBE is no longer certified in the work code which covers the work to be performed, the Contractor may not use the DBE's participation toward the contract goal. The Contractor shall terminate the DBE commitment and seek substitute DBE participation in accordance with Section 9 below.
 - (2) A DBE's work will continue to count as eligible participation if the DBE was certified upon approval of Form 205, Sublet Permit and the certification status changes during the performance of the work.
 - (3) Suppliers must be certified upon execution of the purchase order.
- C. *DBE Performs the Work.* Eligible participation will only include work actually performed by the DBE with its own forces.
- (1) Work performed by the DBE includes the cost of supplies and materials obtained by the DBE for its work on the Contract, including any equipment leased by the DBE, provided that such supplies or equipment are not purchased or leased from the Contractor or a subcontractor that is subletting to the DBE.
 - (2) The term "work actually performed by the DBE with its own forces" includes work by temporary employees, provided such employees are under the control of the DBE.
 - (3) If CDOT or the LPA determines that a DBE has not performed a CUF on the project, no participation by such DBE shall count toward the contract goal.
- D. *DBE Subcontracts to Another Firm.* When a DBE subcontracts part of the work, the value of the subcontracted work may only be counted toward the goal if the subcontractor is a DBE. Performance by non-DBE subcontractors, including non-DBE trucking firms and owner-operators, shall be deducted from the DBE's participation.
- E. *DBE Received Payment for the Work.* Eligible participation only includes work for which the DBE has received payment, including the release of its retainage.
- F. *Special Calculations for Suppliers.* When a DBE supplies goods on a project, the DBE may be classified as a manufacturer, dealer or broker. The DBE's status as a manufacturer, dealer or broker is determined

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 DISADVANTAGED BUSINESS ENTERPRISE (DBE)
 REQUIREMENTS (LOCAL AGENCY)

on a contract-by-contract basis and is based upon the actual work performed.

- (1) When a DBE is deemed to be acting as a manufacturer, one hundred percent of the commitment will count as eligible participation.
- (2) When a DBE is deemed to be acting as a regular dealer (i.e. non-manufacturer supplier), only sixty percent of the commitment will count as eligible participation.
- (3) When a DBE is deemed to be acting as a broker, only the reasonable brokerage fee will count as eligible participation.

G. *Reasonable Fee for Contract-Specific Services.* Services shall count toward the contract goal only if they are specifically required for the performance of the Contract. Non-contract specific expenses may not be counted toward the contract goal. Fees for services must be reasonable. Services include but are not limited to professional services, public involvement, etc. In the case of temporary employment placement agencies, only the placement fee for an individual to be specifically and exclusively used for work on the contract shall count as eligible participation.

H. *Pre-Approval for Joint Venture Participation.* When a DBE is a participant in a joint venture, the DBE must apply to CDOT to determine how much of the work performed by the joint venture will count toward the contract goal. The DBE shall complete Form 893, Information for Determining DBE Participation when a Joint Venture Includes a DBE. Form 893 shall be submitted to CDOT CRBRC no less than ten days before the submission of the Proposal or to the RCRO no less than ten days before submission of the Form 205 to ensure sufficient time for review.

5. Proposal Requirements

In order to be eligible for award, the following shall be submitted with the proposal to the LPA:

- A. *Form 1413, Bidders List.* The bidder shall list each subcontractor (including both DBE and non-DBE subcontractors) that submitted a quote for participation on the project. Failure to submit a signed Form 1413 will result in rejection of the proposal.
- B. *Form 1414, Anticipated DBE Participation Plan.* If the Contract Goal is greater than zero, the bidder shall submit Form 1414 to document anticipated DBE participation.
 - (1) If the Bidder has not obtained any DBE commitments, it shall still submit Form 1414 documenting zero anticipated participation. If the Contract Goal is greater than zero, failure to submit a signed Form 1414 shall result in rejection of the proposal.
 - (2) The bidder shall list the DBE, work area(s), commitment amount and estimated eligible participation for each commitment. Once Form 1414 is submitted, a commitment may only be terminated or reduced in accordance with Section 9 below. The bidder is responsible for ensuring that commitments, and the estimated eligible participation resulting therefrom, have been properly calculated prior to submitting its proposal.
 - (3) If the bidder is a DBE, the bidder must include itself in Form 1414 and list the work area(s) and amount that it intends to self-perform and count as eligible participation on the contract.
 - (4) Commitments may be made to second tier or lower DBE subcontractors; however, the Contractor is ultimately responsible for the fulfillment of the commitment and shall sign the Form 1415, Commitment Confirmation.

6. Additional Forms Due Prior to Award.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
REQUIREMENTS (LOCAL AGENCY)

If the contract goal is greater than zero, or if the bidder has voluntarily made commitments, the Bidder shall submit the following forms to the LPA within five calendar days of selection as the lowest apparent bidder. These forms must be submitted to the CDOT CRBRC concurrent with the request for concurrence to award.

- A. *Form 1415, Commitment Confirmation.* A Form 1415, Commitment Confirmation shall be obtained from each DBE listed on Form 1414. The bidder shall complete Section 1 and the DBE shall complete Section 2 of Form 1415. Form 1415s shall be consistent with the commitments listed on Form 1414. The bidder shall not modify commitments listed on Form 1414 without good cause and approval from CDOT. The bidder shall contact CDOT if any issues arise which may require the bidder to alter or terminate a commitment.
- B. *Form 1416, Good Faith Effort Report.* If the total eligible participation listed on Form 1414 does not meet the contract goal, the lowest apparent bidder shall also submit Form 1416, Good Faith Effort Report and any supporting documentation that the bidder would like considered by CDOT as evidence of good faith efforts.

7. Commitment and Good Faith Effort Review

- A. *Commitment Review.* CDOT will evaluate the Form 1414 and each Form 1415 to ensure that the commitment is valid and has been properly calculated. CDOT may investigate or request additional information in order to confirm the accuracy of a commitment. If CDOT determines that the total estimated eligible participation of the commitments does not meet the contract goal, within two business days of notice from CDOT, the bidder shall submit Form 1416 to CDOT.
- B. *Good Faith Effort Review.* If the total eligible participation of Form 1414 and all supporting Form 1415s does not meet the contract goal, CDOT will review Form 1416 and all supporting documentation submitted by the bidder in order to determine whether the bidder has demonstrated good faith efforts to obtain DBE participation. CDOT will use 49 CFR Part 26, Appendix A as a guide for determining whether the bidder made good faith efforts to meet the contract goal. A bidder will be deemed to not have made good faith efforts if the bidder lists a DBE for a work area for which the DBE is not certified and the bidder cannot establish a reasonable basis for its determination. CDOT may consider and approve commitments made after submission of the bid if the Bidder demonstrates that (1) good faith efforts were made prior to submission of the bid and (2) there is a reasonable justification for not obtaining the commitments prior to submission of the bid.
- C. *Administrative Reconsideration.* If CDOT determines that the bidder did not demonstrate good faith efforts to meet the contract goal, it will provide the bidder and LPA with written notice of its determination. The bidder will be provided an opportunity to request administrative reconsideration of the decision. The process for reconsideration is set forth in the *Good Faith Effort Appeal Process*, which is an Appendix I to the DBE Program Manual. A copy of the *Good Faith Effort Appeal Process* will be included in the written notice from CDOT.
- D. *Form 1417, Approved DBE Participation Plan.* If CDOT determines that the bidder has met the contract goal or made good faith efforts to do so, CDOT will issue to the bidder, with a copy to the LPA, Form 1417, Approved DBE Participation Plan, documenting the approved commitments. If CDOT determines that the bidder did not meet the contract goal but made good faith efforts to do so, via the Form 1417 CDOT will amend the contract goal in accordance with the commitments that were obtained and attach an explanation of its determination.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE)
REQUIREMENTS (LOCAL AGENCY)

8. Ongoing Oversight of DBE Participation

- A. *Consistency Review.* CDOT will review Form 205, Sublet Permit Application to determine whether the work being sublet is consistent with the DBE commitments. CDOT may withhold approval of the sublet or direct the LPA to stop performance of the work if the Contractor has reduced, terminated, or otherwise modified the type or amount of work to be performed by a DBE without seeking prior approval.
- B. *Business to Government, (B2G).* The Contractor shall track project and participation towards the Goal via the LPA's B2G system. Contractors and subcontractors must continuously update and certify payments and participation within the system. The LPA may withhold progress payments if B2G is not updated and certification is not obtained at least quarterly. The LPA will not provide final payment on the Contract until all B2G information has been reviewed and approved by the CDOT RCRO.
- C. *Joint Checks.* All joint checks must be approved by the CDOT RCRO before they are used in payment to a DBE. Joint checks used in payments to DBEs will be monitored closely to ensure (1) the DBE is performing a CUF and (2) the joint checks are not being used in a discriminatory manner. The Contractor shall request approval for the use of a joint check in a written letter signed by the DBE and the Contractor, stating the reason for the joint checks and the approximate number of checks that will be needed.
- D. *Commercially Useful Function.* CDOT will monitor performance during the Contract to ensure each DBE is performing a CUF. If CDOT or the LPA determines that a DBE is not performing a CUF, no work performed by such DBE shall count as eligible participation. The DBE, Contractor, and any other involved third parties may also be subject to additional enforcement actions.
 - (1) When determining whether a DBE is performing a CUF, CDOT and the LPA will consider the amount of work subcontracted, industry practices, the amount the firm is to be paid compared to the work performed and eligible participation claimed, and any other relevant factors.
 - (2) With respect to material and supplies used on the Contract, in order to perform a CUF the DBE must be responsible for negotiating price, determining quality and quantity, ordering the material, installing the material, if applicable, and paying for the material itself.
 - (3) With respect to trucking, in order to perform a CUF, the DBE trucking firm must own and operate at least one fully licensed, insured and operational truck used on the Contract. Additionally, the DBE trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the Contract.
 - (4) A DBE does not perform a CUF when its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation. CDOT will evaluate similar transactions involving non-DBEs in order to determine whether a DBE is an extra participant.
 - (5) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved, CDOT and the LPA will presume that the DBE is not performing a CUF. The DBE may present evidence to rebut this presumption.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE)
REQUIREMENTS (LOCAL AGENCY)

9. DBE Participation Plan Modifications

- A. *Contractor must Use DBEs Listed in Approved Plan.* The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which it is listed unless the Contractor obtains the CDOT RCRO's written consent to terminate, reduce or modify the commitment. Unless CDOT grants such consent, the Contractor will not be entitled to payment for the work or materials. Failure to carry out the requirements of this section is a material breach of the Contract and may result in the termination of the Contract or other remedies established by CDOT or the LPA.
- B. *Form 1420, DBE Participation Plan Modification Request.* During the performance of the Contract, the Contractor shall use Form 1420, DBE Participation Plan Modification Request to communicate all requests for termination, reduction, substitution, and waivers to the CDOT RCRO. One Form 1420 may include multiple requests and must be submitted at the time of the occurrence or, if that is not possible, within a reasonable time of the occurrence requiring termination, reduction, substitution or waiver.
- C. *Commitment Terminations and Reductions.* No commitment shall be terminated or reduced without CDOT's approval. Terminations and reductions include, but are not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces, those of an affiliate, a non-DBE firm or with another DBE firm. In order to receive approval, the Contractor shall:
- (1) Have good cause for termination or reduction. Good cause may include:
 - (i) the DBE fails or refuses to execute a written contract;
 - (ii) the DBE fails or refuses to perform the work of its subcontract consistent with normal industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Contractor or one of its subcontractors;
 - (iii) the DBE fails to meet reasonable, nondiscriminatory bond requirements;
 - (iv) the DBE becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - (v) the DBE is ineligible to work because of suspension or debarment proceedings or other state law;
 - (vi) the DBE is not a responsible contractor;
 - (vii) the DBE voluntarily withdraws from the project and provides written notice to CDOT;
 - (viii) the DBE is ineligible to receive DBE credit for the work required;
 - (ix) the DBE owner dies or becomes disabled and is unable to complete the work;
 - (x) the DBE ceases business operations or otherwise dissolves;
 - (xi) or other documented good cause that compels termination. Good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.
 - (2) Provide the DBE notice of the Contractor's intent to terminate or reduce the commitment and the reason for such termination or reduction, with a copy to the CDOT RCRO and LPA;

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
REQUIREMENTS (LOCAL AGENCY)

- (3) In the notice of intent, provide the DBE at least five calendar days to respond to the notice and inform CDOT and the Contractor of the reasons, if any, why it objects to the proposed termination or reduction and any reasons that it shall not be approved. The Contractor is not required to provide the five calendar days written notice in cases where the DBE in question has provided written notice that it is withdrawing from the subcontract or purchase order. The notice period may be reduced by the CDOT RCRO if required by public necessity.
 - (4) Following the notice period, if the Contractor decides to proceed, submit Form 1420 requesting approval of the termination or reduction.
 - (5) When a commitment is terminated or reduced (including when a DBE withdraws), make good faith efforts to find another DBE to substitute. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the participation that was terminated or reduced up to the contract goal.
- D. *Contract Changes.* In the event of a contract change:
- (1) If the LPA eliminates or reduces work committed to a DBE, such change shall be considered good cause for termination or reduction in accordance with Section 9.B above. The Contractor shall follow the processes outlined in Section 9.B.
 - (2) If the LPA issues a change which increases or adds new work items, the Contractor shall ensure that it has obtained sufficient DBE participation to meet the Contract Goal, or has made good faith efforts to do so.
- E. *Process for Substitution or Increase in Participation to Meet the Contract Goal.* When the Contractor must obtain additional DBE participation to meet the Contract Goal, whether resulting from an approved termination or reduction or a change to the Contract, the Contractor shall:
- (1) Increase the participation of a DBE for any work items previously identified in an approved commitment without seeking CDOT approval; provided, however, that at its discretion, the CDOT RCRO may request a Form 1420 documenting such additional participation; or
 - (2) If the Contractor needs to add new work to a commitment or obtain additional participation from a DBE that is not already participating on the contract pursuant to an approved commitment, submit a Form 1420 and Form 1415 to the RCRO requesting approval of the additional participation; or
 - (3) If the Contractor determines that additional DBE participation cannot be obtained, submit a Form 1420 to the RCRO requesting waiver of the participation. The Contractor shall include its justification for not obtaining additional participation and, at its discretion, CDOT may require additional information regarding the efforts of the Contractor. If the Contractor has not obtained substitute participation, the RCRO may require the Contractor to submit evidence of good faith efforts to substitute. The contractor shall have seven days to submit such information. This period may be extended at the discretion of the RCRO.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE)
REQUIREMENTS (LOCAL AGENCY)

10. Payment Reduction

The Contractor's retainage will not be released until the CDOT RCRO has determined whether the Contractor will be subject to a payment reduction. Payment reductions will be calculated as follows:

- A. *Failure to Fulfill Commitments.* If the Contractor terminated or reduced a commitment, the Contractor will be subject to a payment reduction for any termination or reduction which was not approved via a Form 1420.
- B. *Failure to Meet Contract Goal.* If the Contractor failed to meet the contract goal, the Contractor will be subject to a payment reduction for the portion of the contract goal that was not met and was not waived via an approved Form 1420.
- C. *Duplication.* The contractor will not be subject to duplicate reduction for the same offense.
- D. *Adjustments.* CDOT may adjust the payment reduction wherein the Contractor demonstrates that its failure to obtain DBE participation was due to circumstances outside of its control.

11. Other Enforcement

- A. *Investigations.* As it determines necessary, CDOT or the LPA may conduct reviews or investigations of participants. All participants, including, but not limited to, DBE firms and applicants for DBE certification, complainants, and contractors using DBE firms to meet contract goals, are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information.
- B. *Intimidation and retaliation.* Participants shall not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by the DBE program or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the DBE program.
- C. *Consequences of Non-Compliance.* Failure to comply with subsections 11 A. or 11 B. shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).
- D. *Fraud and Misrepresentation.* If CDOT or the LPA determines that a Contractor or subcontractor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by CDOT or the LPA to be unallowable, or if the Contractor engages in repeated violations, falsification or misrepresentation, CDOT may:
 - (1) refuse to count any fraudulent or misrepresented DBE participation;
 - (2) withhold progress payments to the Contractor commensurate with the violation;
 - (3) suspend or reduce the Contractor's prequalification status;
 - (4) refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; or
 - (5) seek any other available contractual remedy.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE)
REQUIREMENTS (LOCAL AGENCY)

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- B. *Intimidation and retaliation.* Participants shall not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by the DBE program or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the DBE program.
- C. *Consequences of Non-Compliance.* Failure to comply with subsections 11 A. or 11 B. shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).
- D. *Fraud and Misrepresentation.* If CDOT or the LPA determines that a Contractor or subcontractor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by CDOT or the LPA to be unallowable, or if the Contractor engages in repeated violations, falsification or misrepresentation, CDOT may:
 - (1) refuse to count any fraudulent or misrepresented DBE participation;
 - (2) withhold progress payments to the Contractor commensurate with the violation;
 - (3) suspend or reduce the Contractor's prequalification status;
 - (4) refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; or
 - (5) seek any other available contractual remedy.



Region 1
2829 W. Howard Place, 2nd Floor
Denver, CO 80204

CIVIL RIGHTS PRE-BID REFERENCE GUIDE

This document is a quick reference guide for potential bidders on the different Civil Rights requirements throughout the course of the project referenced below. It is not intended to be an all-inclusive list of all submissions and requirements on the project. For additional questions, please contact the appropriate City and County of Denver’s contract administrator.

PROJECT DETAILS

Project Name:

Project #:

Project Code:

Project Manager:

Contract Administrator:

PROJECT GOALS

The CDOT Region 1 Civil Rights Office has evaluated the following project and have set the following goals:

Disadvantaged Business Enterprise (DBE) Goal: _____

On-the-Job Training (OJT) Goal: _____

BID REQUIREMENTS (Pre-Award)

a. With Bid Submission

In order to be eligible for award, bidders must submit the following documents to the City and County of Denver’s contract administrator along with their bid:

_____ **CDOT Form 1413 Bidders List:** This is a list of all firms (subcontractors, suppliers, vendors, etc.) seeking to participate on the contract.

_____ **CDOT Form 1414 Anticipated DBE Participation Plan:** This is a list of commitments made by the bidder to use particular DBE(s) on the contract in order to meet the DBE contract goal.

b. After Bid Submission

Additionally, upon selection as the lowest apparent bidder, the Bidder must submit the following documents to the City and County of Denver's contract administrator within five (5) calendar days:

_____ **CDOT Form 1415 Commitment Confirmation:** This document confirms the DBE commitments made by the Bidder on the CDOT Form 1414 and requires a signature from a representative of the DBE committed to perform on the project. There must be a corresponding Form 1415 for each committed DBE listed on the Form 1414. The commitments listed on the Form 1414 must be consistent with the commitments listed on the Form 1414.

_____ **CDOT Form 1416 Good Faith Effort Report (if necessary):** This document is only required if the total eligible DBE participation listed on the Form 1414 does not meet the DBE contract goal. This form should include supporting documentation that the bidder would like for CDOT to consider as evidence of good faith efforts to meet the contract goal.

ONGOING CONTRACT OVERSIGHT (Post-Award)

As part of the ongoing oversight on the contract, the Contractor will submit the following:

a. DBE Oversight Requirements

_____ **CDOT Form 205 Sublet Permit Application:** Before any subcontractor performs work on the project, this must be submitted by the Contractor to the City and County of Denver's project manager. The Form 205 requires approval from the City and County of Denver's project manager and the CDOT Regional Civil Rights Office before a subcontractor may perform work on the project. One-time material suppliers, haulers, and truck drivers do not require a Form 205. Suppliers providing materials and/or items with a value of \$10,000 or more will be required to submit a separate CDOT form 1425 Supplier List.

_____ **CDOT Form 1425 Supplier List:** All suppliers that will be providing materials or items with a value of \$10,000 or more must be included in this form.

_____ **DBE Participation Report in B2G:** The City and County of Denver utilizes the MWEDSBE and Contract Management System ("B2G") for submission of contractor monthly payment summaries.

_____ **CDOT Form 1420 DBE Participation Plan Modification Request (if necessary):** This must be submitted to request any termination, reduction, substitution, and waivers of DBE participation. Requests may only be approved for "good cause." Prior to submitting any requests, the Contractor should review CDOT's *Disadvantaged Business Enterprise (DBE) Requirements (Local Agency)* to determine whether there is "good cause" for the requested termination, reduction, substitution, or waiver.

b. OJT Oversight Requirements, if Applicable

_____ **CDOT Form 1337 Contractor Commitment to Meet OJT Requirements:** This document should list out the planned classifications that will be used to provide training on the project.

_____ **Contractor's OJT Program**

_____ ***Apprentice Programs***

_____ ***Colorado Contractors Association (CCA) Manpower Training Program***

_____ ***CDOT Form 838 OJT Trainee/Apprentice Record***: This form must be completed for each trainee or apprentice that will be used to meet the project's OJT requirements.

_____ ***CDOT Form 832 Trainee Status and Evaluation***: This form is submitted monthly to verify and pay reimbursement hours for approved trainees and/or apprentices.

_____ ***CDOT Form 1336 Waiver Request for Contract's On-the-Job Training Hours (if necessary)***: This must be submitted if the contractor does not think they will achieve an OJT goal that was committed to at the time of the award.

c. Prompt Payment Requirements

_____ ***Monthly Payment Summary in B2G and Textura***: The City and County of Denver utilizes the B2G system and the Oracle Textura Payment Management system ("Textura") for submission of contractor monthly payment summaries.

d. Certified Payroll Requirements

_____ ***Contractor Certified Payroll Submission in LCPTracker***: The City and County of Denver utilizes the LCPTracker ("LCPTracker") system for submission of certified payrolls.

e. Equal Employment Opportunity (EEO) Requirements

_____ ***FHWA Form 1391 Federal-Aid Highway Construction Contractors Annual EEO Report***: The Contractor will be asked to provide data for this annual report, which will show the number of minority, women, and non-minority employees in each work classification.

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF PUBLIC WORKS

Prevailing Wage

Contract Number: 201846136



Denver TIP FY2015

December 4, 2018

July 13, 2018

**U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES
COLORADO HIGHWAY CONSTRUCTION
GENERAL DECISION NUMBER - CO180019**

NOTICE

This is a standard special provision that revises or modifies CDOT's *Standard Specifications for Road and Bridge Construction*. It has gone through a formal review and approval process and has been issued by CDOT's Project Development Branch with formal instructions for its use on CDOT construction projects. It is to be used as written without change. Do not use modified versions of this special provision on CDOT construction projects, and do not use this special provision on CDOT projects in a manner other than that specified in the instructions, unless such use is first approved by the Standards and Specification Unit of the Project Development Branch. The instructions for use on CDOT construction projects appear below.

Other agencies which use the *Standard Specifications for Road and Bridge Construction* to administer construction projects may use this special provision as appropriate and at their own risk.

Instructions for use on CDOT construction projects:

Use this standard special provision on all federal-aid projects with contracts exceeding \$2000, except for non-ARRA projects on roadways classified as local roads or rural minor collectors, which are exempt. Projects on local roads, rural minor collectors, and enhancement projects funded with ARRA funds are not exempt.

Decision Nos. CO180019 dated January 05, 2018 supersedes Decision Nos. CO170019 dated January 06, 2017.		Modifications			ID
		MOD Number	Date	Page Number(s)	
When work within a project is located in two or more counties and the minimum wages and fringe benefits are different for one or more job classifications, the higher minimum wages and fringe benefits shall apply throughout the project.		1	07-13-18	1	1
General Decision No. CO180019 applies to the following counties: Denver and Douglas counties.					
General Decision No. CO180019 The wage and fringe benefits listed below reflect collectively bargained rates.					
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod	
1279	CARPENTER (Form Work Only)	25.50	9.47	1	
	TRAFFIC SIGNALIZATION:				
	Traffic Signal Installation				
1280	Zone 1	26.42	4.75% + 8.68		
1281	Zone 2	29.42	4.75% + 8.68		
	<u>Traffic Installer Zone Definitions</u> Zone 1 – Within a 35 mile radius measured from the addresses 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 Zone 2 - All work outside these areas.				
	POWER EQUIPMENT OPERATOR:				
	Hydraulic Backhoe				
1282	Wheel Mounted, under ¾ yds.	27.60	10.10		
1283	Backhoe/Loader combination	27.60	10.10		
	Drill Rig Caisson				
1284	Smaller than Watson 2500 and similar	27.60	10.10		
1285	Watson 2500 similar or larger	27.92	10.10		
	Loader				
1286	Up to and including 6 cubic yards	27.60	10.10		
1287	Denver County - Under 6 cubic yards	27.60	10.10		
1288	Denver County - Over 6 cubic yards	27.75	10.10		

General Decision No. CO180019				
The wage and fringe benefits listed below reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Motor Grader			
1289	Douglas county - Blade Rough	27.60	10.10	
1290	Douglas county - Blade Finish	27.92	10.10	
	Crane			
1291	50 tons and under	27.75	10.10	
1292	51 to 90 tons	27.92	10.10	
1293	91 to 140 tons	28.55	10.10	
	Scraper			
1294	Single bowl under 40 cubic yards	27.75	10.10	
1295	40 cubic yards and over	27.92	10.10	
General Decision No. CO180019				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
1296	CARPENTER (Excludes Form Work)	19.27	5.08	
	CEMENT MASON/CONCRETE FINISHER:			
1297	Denver	20.18	5.75	
1298	Douglas	18.75	3.00	
1299	ELECTRICIAN (Excludes Traffic Signal Installation)	35.13	6.83	
1300	FENCE ERECTOR (Excludes Link/Cyclone Fence Erection)	13.02	3.20	
1301	GUARDRAIL INSTALLER	12.89	3.20	
	HIGHWAY/PARKING LOT STRIPING:			
	Painter			
1302	Denver	12.62	3.21	
1303	Douglas	13.89	3.21	
	IRONWORKERS:			
1304	Reinforcing (Excludes Guardrail Installation)	16.69	5.45	
1305	Structural (Includes Link/Cyclone Fence Erection), (Excludes Guardrail Installation)	18.22	6.01	

General Decision No. CO180019				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	LABORERS:			
1306	Asphalt Raker	16.29	4.25	
1307	Asphalt Shoveler	21.21	4.25	
1308	Asphalt Spreader	18.58	4.65	
	Common or General			
1309	Denver	16.76	6.77	
1310	Douglas	16.29	4.25	
1311	Concrete Saw (Hand Held)	16.29	6.14	
1312	Landscape and Irrigation	12.26	3.16	
	Mason Tender - Cement/Concrete			
1313	Denver	16.96	4.04	
1314	Douglas	16.29	4.25	
	Pipelayer			
1315	Denver	13.55	2.41	
1316	Douglas	16.30	2.18	
	Traffic Control			
1317	Flagger	9.55	3.05	
1318	Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags, (Excludes Flaggers)	12.43	3.22	
	PAINTER:			
1319	Spray Only	16.99	2.87	
	POWER EQUIPMENT OPERATOR:			
	Asphalt Laydown			
1320	Denver	22.67	8.72	
1321	Douglas	23.67	8.47	
	Asphalt Paver			
1322	Denver	24.97	6.13	
1323	Douglas	25.44	3.50	

General Decision No. CO180019				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Asphalt Roller			
1324	Denver	23.13	7.55	
1325	Douglas	23.63	6.43	
1326	Asphalt Spreader	22.67	8.72	
	Backhoe/Trackhoe			
1327	Douglas	23.82	6.00	
1328	Bobcat/Skid Loader	15.37	4.28	
1329	Boom	22.67	8.72	
	Broom/Sweeper			
1330	Denver	22.47	8.72	
1331	Douglas	22.96	8.22	
1332	Bulldozer	26.90	5.59	
1333	Concrete Pump	21.60	5.21	
	Drill			
1334	Denver	20.48	4.71	
1335	Douglas	20.71	2.66	
1336	Forklift	15.91	4.68	
	Grader/Blade			
1337	Denver	22.67	8.72	
1338	Guardrail/Post Driver	16.07	4.41	
	Loader (Front End)			
1339	Douglas	21.67	8.22	
	Mechanic			
1340	Denver	22.89	8.72	
1341	Douglas	23.88	8.22	

General Decision No. CO180019				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Oiler			
1342	Denver	23.73	8.41	
1343	Douglas	24.90	7.67	
	Roller/Compactor (Dirt and Grade Compaction)			
1344	Denver	20.30	5.51	
1345	Douglas	22.78	4.86	
1346	Rotomill	16.22	4.41	
	Screed			
1347	Denver	22.67	8.38	
1348	Douglas	29.99	1.40	
1349	Tractor	13.13	2.95	
	TRAFFIC SIGNALIZATION:			
	Groundsman			
1350	Denver	17.90	3.41	
1351	Douglas	18.67	7.17	
	TRUCK DRIVER:			
	Distributor			
1352	Denver	17.81	5.82	
1353	Douglas	16.98	5.27	
	Dump Truck			
1354	Denver	15.27	5.27	
1355	Douglas	16.39	5.27	
1356	Lowboy Truck	17.25	5.27	
1357	Mechanic	26.48	3.50	
	Multi-Purpose Specialty & Hoisting Truck			
1358	Denver	17.49	3.17	
1359	Douglas	20.05	2.88	

General Decision No. CO180019				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	TRUCK DRIVER (con't.):			
	Pickup and Pilot Car			
1360	Denver County	14.24	3.77	
1361	Douglas County	16.43	3.68	
1362	Semi/Trailer Truck	18.39	4.13	
1363	Truck Mounted Attenuator	12.43	3.22	
	Water Truck			
1364	Denver County	26.27	5.27	
1365	Douglas County	19.46	2.58	

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 (29 CFR 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.

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.

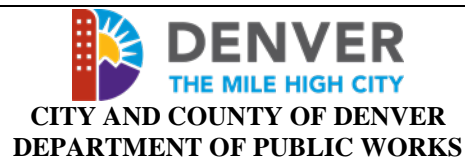
END OF GENERAL DECISION NO. CO180019



DENVER
THE MILE HIGH CITY
CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

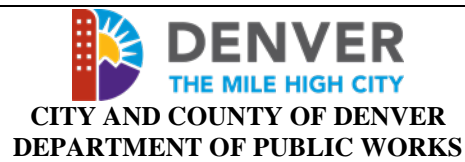
STATEMENT OF QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Estimated</u>	<u>Quantity</u>
202-00848	REMOVAL OF TRAFFIC SIGNAL CONTROLLER AND CABINET	48	EACH
203-01598	POTHOLING (SPECIAL)	70	EACH
207-00210	STOCKPILE TOPSOIL	65	CY
208-00002	EROSION LOG TYPE 1 (12 INCH)	330	LF
208-00035	AGGREGATE BAG	102	LF
208-00046	PRE-FABRICATED CONCRETE WASHOUT STRUCTURE	3	EACH
208-00051	STORM DRAIN INLET PROTECTION (TYPE I)	176	LF
208-00075	PRE-FABRICATED VEHICLE TRACKING PAD	1	EACH
208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	68	HOUR
208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	68	HOUR
208-00106	SWEEPING (SEDIMENT REMOVAL)	34	HOUR
208-00107	REMOVAL OF TRASH	15	HOUR
210-00855	RESET TRAFFIC SIGNAL CONTROLLER CABINET	1	EACH
212-00006	SEEDING (NATIVE)	0.1	ACRE
212-00032	SOIL CONDITIONING	0.1	ACRE
212-00050	SOD	2,400	SF
213-00012	SPRAY-ON MULCH BLANKET	0.1	ACRE



STATEMENT OF QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Estimated</u>	<u>Quantity</u>
607-11525	FENCE (PLASTIC)	1,390	LF
608-00006	CONCRETE SIDEWALK (6 INCH)	400	SY
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	1,400	LF
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	1,400	LF
613-07002	PULL BOX (TYPE A)	22	EACH
613-07003	PULL BOX (TYPE B)	22	EACH
613-07004	PULL BOX (TYPE C)	22	EACH
613-40000	CONCRETE FOUNDATION (66x24x24)	18	EACH
613-40001	CONCRETE FOUNDATION PAD (EXTENSION 24x24x24)_G BASE	17	EACH
613-10000	WIRING	1	LS
613-60500	UNDERGROUND REPAIR	10	EACH
614-75840	TRAFFIC SIGNAL CONTROLLER (INSTALL ONLY)	10	EACH
614-75848	TRAFFIC SIGNAL CONTROLLER AND CABINET (INSTALL ONLY)	48	EACH
614-86105	TELEMETRY (FIELD)	66	EACH
614-86800	UNINTERRUPTED POWER SUPPLY (INSTALL ONLY)	17	EACH
625-00000	CONSTRUCTION SURVEYING	1	LS
626-00000	MOBILIZATION	1	LS
630-00000	FLAGGING	266	HOURL



STATEMENT OF QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Estimated</u>	<u>Quantity</u>
630-00003	UNIFORMED TRAFFIC CONTROL	594	HOURL
630-00012	TRAFFIC CONTROL MANAGEMENT	55	DAY
630-80001	FLASHING BEACON (PORTABLE)	2	EACH
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	32	EACH
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	24	EACH
630-80348	CONSTRUCTION INFORMATION SIGN	2	EACH
630-80355	PORTABLE MESSAGE SIGN PANEL	2	EACH
630-80358	ADVANCE WARNING OR SEQUENCING ARROW PANEL (C TYPE)	1	EACH
630-80380	TRAFFIC CONE	100	EACH
630-80384	TUBULAR MARKER	100	EACH
700-70010	F/A MINOR CONTRACT REVISIONS	1	FA
700-70011	F/A PARTNERING	1	FA
700-70380	F/A EROSION CONTROL	1	FA
700-70589	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT	1	FA

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF PUBLIC WORKS

Addendum

Contract Number: 201846136



Denver TIP FY2015

December 4, 2018

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

CONTRACT NO: 201846136
PROJECT NAME: DENVER TIP FY2015

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:

POSTPONEMENT OF BID OPENING

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Contract No. 201846136 Denver TIP FY 2015

POSTPONEMENT OF BID OPENING

Notice is hereby given that Sealed Bids for Contract No. 2015, Denver TIP FY 2015 are hereby postponed from January 10, 2019. Sealed bids will be received at 201 W. Colfax Ave., Denver, CO 80202 no later than:

11:00 a.m., Local Time
January 17, 2019
Room 6.G.7

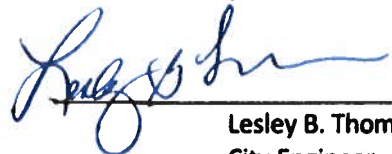
Published in the Daily Journal: January 11, 14, 15, 2019

Revised Documents

Attachment A: Revised page BF-6.5, shall replace page BF-6.5 in its entirety.

Prior to submitting a bid, the bidder shall consult the Contractor's bulletin board, located on the 2nd floor at 201 W. Colfax Avenue, Denver, CO 80202 and www.work4denver.com.

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



Lesley B. Thomas
City Engineer

Date: 1.9.19

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

Jacobs Investments LLC
dba Colorado Boring Co
Contractor

ADDENDUM NO. 1

Date: 1-16-19

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF PUBLIC WORKS

Technical Specifications & Special
Provisions

Contract Number: 201846136



Denver TIP FY2015

December 4, 2018



STREET MAINTENANCE DIVISION

SPECIAL PROVISIONS

STANDARD CONCRETE CONSTRUCTION DETAILS AND TECHNICAL SPECIFICATIONS

It is the intent of the City to use the City of Denver Public Works "Transportation Standards and Details for the Engineering Division" 2017 edition, the Wastewater Management Division Standard Details and Drawings (when applicable) and the Contractor shall additionally abide by all rules and guidelines as required by:

City and County of Denver Right of Way Street Occupancy Permit.

It is further the intent of the City to use applicable specifications from the Colorado Department of Transportation "Standard Specifications for Road and Bridge" 2017 edition with revisions listed in the "Index of Revisions to the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction."

INDEX OF REVISIONS TO THE

2017 CDOT Standard Specifications for Road and Bridge Construction

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APPENDICES

- A. Potential Work Locations Map
- B. Potential Spot Repairs
- C. Annotated Revisions

**REVISION OF SECTION 201
CLEARING AND GRUBBING**

Section 201.01 of the Standard Specifications is hereby revised as follows:

The Contractor shall only perform work consisting of clearing, grubbing, removing, and disposing of vegetation and debris within 12” of the proposed concrete repair and only as needed to set forms and complete the required concrete construction or repairs unless otherwise directed by the Project Inspector/Manager.

Section 201.03 of the Standard Specifications shall be deleted and replaced with:

Clearing and Grubbing shall not be measured separately and all costs associated with Clearing and Grubbing shall be included in the related concrete construction or repair work.

Section 201.04 of the Standard Specifications shall be deleted and replaced with:

Clearing and Grubbing shall not be paid separately and all costs associated with Clearing and Grubbing shall be included in the related concrete construction or repair work.

When the Contract does not include pay items in Section 201, “Clearing and Grubbing”, the removal will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 201

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

Section 202 of the Standard Specifications is hereby revised as follows:

All equipment, labor, hauling, sorting, removal, delivery and documentation of recyclable materials as per SC-20 "Greenprint Denver Requirements" will not be paid separately; all costs incurred by the Contractor to meet the requirements of SC-20 shall be included in the removal of the related appurtenance. All non-hazardous waste is to be hauled to Denver Arapahoe Disposal Site (DADS) as per "SC-12 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS" of the Contract. All costs of removal, loading, hauling and disposal of all excavations, unsuitable and excess materials and removal items are included in the related Removal Pay Item and will not be paid separately.

Subsection 202.02 shall be revised to include the following:

The Project Inspector will mark the limits of removals in the field. 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. It shall be the responsibility of the Contractor to notify the City of Denver Forestry and coordinate with the Construction Project Manager and the adjacent property owner for any damages to the tree, its roots and/or the need to coordinate with City of Denver Forestry to remove the tree.

Subsection 202.03 is hereby replaced as follows:

All salvageable 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 Project Manager. The Contractor shall be held responsible for the safekeeping of all salvageable materials during the period of the Contract until they are delivered to the City. The Contractor shall make good or replace at the contractor's own expense any such materials damaged, stolen or otherwise lost prior to receipt by the City. All salvageable materials, as designated on the plans, shall remain the property of the City. The bid item "Removal and Reset Flagstone (Includes Salvage and Storage) shall include all costs associated with the means and method required to carefully remove, handle, palletize, and salvage existing flagstone, store the flagstone material, transport as needed, prep subgrade as needed and reset flagstone at locations designated by the Project Inspector/Manager.

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 at a concrete recycling site if possible, unless otherwise designated on the plans, or as directed by the Project Manager.

Old concrete construction which abuts new construction, edges of pavement, sidewalks, curbs, etc., to be left in place shall be saw-cut at the nearest joint 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 saw-cut to a neat vertical face with minimal jagged edges to the satisfaction of the Project Manager.

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 Project Manager.

Subsection 202.08 shall be revised to include the following:

All trip hazards will be saw cut to fulfill the requirements of the Americans with Disabilities Act. Each offset will be tapered at a minimum 1:12 slope and shall have a smooth uniform appearance and texture. Method of trip hazard removal shall entail precise saw cutting of the concrete only. Grinding and/or pulverization of the concrete are not acceptable or allowed. Saw work shall be done with hand-held electrical powered equipment, capable of cutting at any angle and able to remove the concrete completely from all edges of the trip hazard and around obstacles that may be encountered. Saw cutting shall be taken to an absolute zero point of differential to the adjacent opposing side, and to both edges of the sidewalk to eliminate the trip hazard in its entirety over the full width of the sidewalk. The adjacent stone, along with any wall and/or obstacles abutting up to the sidewalk, shall not be cut into or marked in any way when saw cutting the trip hazard. Cutting into any landscaping, grass, rocks, walls, etc.; will not be permitted. Should damage occur to adjacent structures/landscaping the contractor shall repair the structure/landscaping at no cost to the project. Fugitive dust shall be collected using a high-powered dust control system that will prevent fugitive dust from going into the air. The suction device shall be attached to hand-held electrical powered cutting equipment to assure the maximum amount of fugitive dust will be collected before it has a chance to be released into the atmosphere. All debris and concrete dust that remains on the sidewalk shall be completely cleaned from the surface as well as the surrounding area, i.e. landscaping, walls, etc. and be hauled off and disposed of at an approved site. All costs incurred for disposal of waste material shall be included in unit cost and will not be paid for separately. Temporary asphalt ramps at trip hazards shall be removed at the time of cutting. No additional payment shall be made for removal of asphalt ramps. The maximum average vertical cut allowed for repair is 1 ½ inches. It is the Contractor's responsibility to adhere to the grades required (minimum of 1:12 slopes). Inspection and approval of work shall not relieve the Contractor from achieving all requirements set forth in these specifications. The Contractor shall be responsible to repair any work improperly performed. There will be no additional payment for these repairs, if required.

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 by sandblasting until the pan is completely clean of residue. Fugitive dust shall be collected using a high-powered dust

control system that will prevent fugitive dust from going into the air. Gutters which are excessively (greater than one-quarter inch in depth) planed or damaged shall be removed and replaced by the Contractor at the Contractor's 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:

All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

Removal of concrete paving, crosspans, curb ramps, driveways will be measured by area in square yards, regardless of thickness and includes re-grading.

Removal of asphalt mat will be measured by square yard. If the existing asphalt mat is over 9" asphalt mat will be paid at twice the unit price. If the asphalt mat is more than 5" and is over concrete pavement, both asphalt removal and concrete pavement removal will be paid. If the asphalt mat is less than 5" and is over concrete pavement, only concrete pavement removal will be paid.

Removal of asphalt mat (planing or milling) 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 sandblasting and compressed air cleaning as part of that pay item. Fugitive dust shall be collected using a high-powered dust control system that will prevent fugitive dust from going into the air.

Remove Siphon will be measured as a lump sum for each siphon and shall include: removing the connector pipe, two (2) inlets, grates and frames, any related materials, concrete, metal, sealant, debris, excavation and suitable backfill placed and compacted, all materials, labor equipment, hauling and disposal needed to complete this item.

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 Contract bid schedule. Payment shall be full compensation for all labor, equipment, time and materials for each unit bid item complete in place including saw cutting, scraping, sandblasting, removal, hauling and disposal of such items, excavation of subgrade material reconditioning or installation of aggregate base course and subsequent backfill, grading and compaction (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, hauling and disposal as provided herein.

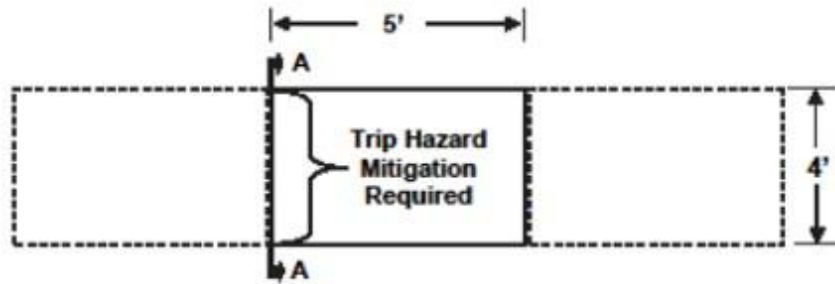
Clearing and grubbing includes any and all excavation, removal and hauling to DADS of all

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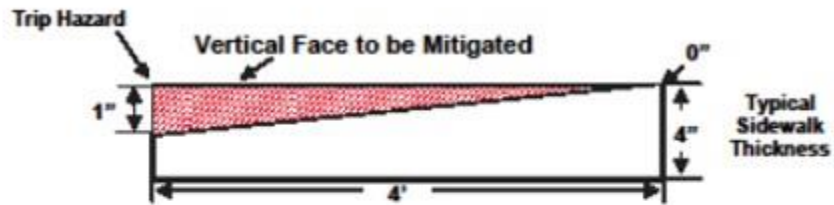
existing landscape materials including soil, sodding, plants, shrubs, landscape rock of any size or gradation, brick, stone pavers, stacked block wall, edging material, landscape fabric and fencing is included in the cost of the related work and is included in the cost of the related work and will not be paid separately unless otherwise noted under "PAY ITEMS".

Trip Hazard Sawing repairs performed shall be measured by INCH-FEET of repair made. This will be calculated by measuring the width of the sidewalk to the nearest 0.5 feet in width and multiplying by the average height in inches of the cut to be performed. The vertical cut to be made will be measured by averaging the height of the offset at the two corners of the sidewalk (or other concrete flatwork) to be cut to the nearest 0.25 inches in height as compared to the finished surface. The vertical cut (in inches) shall be multiplied by the concrete width in feet and the resulting product is INCH-FEET. Field measurements will be submitted in neat tabular form by physical address or intersection of completed work items shall be done jointly by the City Inspector and the Contractor. All invoices shall list work by each specific physical street address.

See Trip Hazard Sawing measurement example next page:



Typical Plan View
Not to Scale



Cross Section A - A
Not to Scale

Pay Quantity Calculation Example:

$$\text{End Area} = \frac{1'' + 0''}{2} \times 4' = 2 \text{ Inch Feet}$$

Pay quantity is based on "End Area", in units of inch feet, for trip hazard cut.

Payment will be made under:

PAY ITEMS

- Remove Inlet
- Remove Siphon
- Removal of Sidewalk
- Removal of Curbhead
- Removal of Curb and Gutter
- Removal of Combination Curb, Gutter and Sidewalk
- Removal and Reset Flagstone (Includes Salvage and Storage)

PAY UNIT

- EA
- EA
- LF
- LF
- LF
- LF
- SY

Removal of Concrete Pavement	SY
Removal of Asphalt Mat	SY
Removal of Fence	LF
Trip Hazard Sawing (>5 locations) (1Week Completion)	IN-FT
Trip Hazard Sawing (<=5 locations) (1 Month Completion)	IN-FT

When the Contract does not include pay items in Section 202, "Removal of Structures and Obstructions", the removal will not be paid for separately but shall be included in the work.

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 203.04 shall include the following:

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

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

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

Subsection 203.07 shall 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 of the subgrade 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 which 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.

Where unsuitable material is encountered below proposed subgrade, the Project Manager may require the Contractor to remove the unsuitable materials and backfill to the finished grade with Class 6 aggregate base course, or other approved material. The Project Manager may designate as unsuitable those soils that are detrimental to the finished roadway. All unsuitable material shall be disposed of as directed. Excavation including unsuitable material, hauling and disposal of unsuitable material and concrete or any debris related to infrastructure removal (except asbestos or radioactive material), installation of aggregate base course, grading and compaction of suitable material or aggregate base course to proposed subgrade elevation will not be paid for separately but shall be included in the work associated with Section 202, Removal of Structures and Obstructions.

Subsection 203.11 is hereby deleted and replaced as follows:

Muck Excavation, Barrow, Embankment Material, Stripping, Blading and Dozing will not be paid separately but shall be included in the cost of the related work.

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

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

Unclassified Excavation will only be measured for payment at work locations where new ADA ramps are constructed replacing sidewalk or existing landscaped areas and new crossspan installations. The measurement for Unclassified Excavation shall be equal to the newly constructed ADA Ramp/crossspan area in square yards multiplied by the depth of soil removed and converted to cubic yards for example; Take the area of the ADA ramp/crossspan measured in

square yards then multiply by 1/3 for a quantity that is one foot of depth per square yard and convert that volume to cubic yards of Unclassified Excavation.

3-Man Labor Crew will be measured as the actual number of hours worked and shall include with each application for payment the name, date and hours worked agreed to daily as directed by the City's Construction Project Manager.

Payment will be made under:

<u>PAY ITEMS</u>	<u>PAY UNIT</u>
Unclassified Excavation	CY
3-Man Labor Crew	HR

When the contract does not include pay items for Unclassified Excavation and Embankment Material, these items will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 203

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

Section 206 of the Standard Specifications is hereby revised as follows:

Subsection 206.02 shall include the following:

For areas between the flowline and property lines the Contractor shall only use Structural Backfill Class 1, crushed concrete materials are not allowed between the flowline and property lines. Only Structural Backfill Class 1 or existing native sub-grade material will be allowed for fill or fine grading between the flowline and property line.

Flow fill may only be used between the flowlines in the street and only if approved by the Project Manager.

Subsection 206.03 is hereby deleted and replaced as follows:

The Contractor is required to provide submittals for approval for both Structural Backfill Class 1 and Structural Backfill (Flow Fill).

No additional payment will be made for Structural Backfill Class 1 or reused excavated material and retempering and compacting of existing/native material used between the flowline and property line if needed for fill or fine grading. Concrete Roadbase will not be allowed between the flowline and property line.

Only Structural Backfill (Flow fill) will be considered for payment and shall be measured by cubic yards delivered. For acceptance and payment, the Contractor must provide copies of load tickets with a summary in tabular form to the Project Manager for review with each pay application for which payment for this item is requested.

Payment will be made under:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Structural Back Fill (Flow Fill)	CY

When the contract does not include pay items for Excavation and Backfill for Structures these items will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 206

REVISION OF SECTION 208 EROSION CONTROL

Section 208 of the Standard Construction Specifications is hereby removed in its entirety and replaced with the following:

PART I: DEFINITIONS

Definitions used for this Section shall consist of those listed in Title 1 of the City and County of Denver "Standard Specifications for Construction, General Contract Conditions", 2011 edition.

Definitions used for this Section hereby incorporate those identified within the City and County of Denver Construction Activities Stormwater Manual (CASM).

Additional Definitions applicable to this Section are listed heretofore:

Basis of Payment: The terms under which "Work" is paid, as a designated "Pay Item" in accordance with the quantity measured and the "Pay Unit."

Best Management Practices (BMPs): Schedules of activities, prohibitions of practices, installation of devices, maintenance procedures, and other management practices deployed to stabilize the construction site to prevent or reduce the pollution of State Waters (see definition below). Stormwater BMPs can be classified as "structural" (i.e., devices installed or constructed on a site) or "non-structural" (procedures, such as modified landscaping practices).

Colorado Department of Health and Environment (CDPHE): State of Colorado, Water Quality Control Division responsible for issuance of State Construction Stormwater Permit.

Construction Activities Stormwater Discharge Permit (CASDP): Permit issued by the City for compliance with City & County of Denver Revised Municipal Code and Department of Public Works Rules & Regulations concerning the discharge of pollutants in storm generated runoff from construction sites to Municipal Separate Storm Sewer System (MS4, see definition below) or State Waters, via the Municipal Separate Storm Sewer System (MS4).

Construction Activities Stormwater Manual (CASM): City and County of Denver Construction Activities Stormwater Manual (CASM), 2010 edition.

Colorado Department of Transportation (CDOT): State agency that has published standards for Erosion Control with accompanying Erosion Control Supervisor certification courses.

Erosion Control Supervisor (ECS): The Erosion Control Supervisor is assigned by the Contractor to perform duties as described in this Section. The ECS shall be properly trained in BMPs per requirements of Part V below, and shall be under the direction of a Professional Engineer licensed in the State of Colorado when performing any modifications to the Project Stormwater Management Plan (SWMP), as

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required by CDPHE.

Final Stabilization: Point of construction when all ground surface disturbing activities at the site have been completed and uniform vegetative cover has reached 70% of pre-disturbance vegetative cover (as judged by comparison to nearest fallow vegetation), or equivalent permanent features have been employed. At this point, all temporary BMPs can be removed, all construction and equipment maintenance wastes have been disposed of properly; and all elements of the Stormwater Management Plan have been completed.

Major SWMP Modification: Changes to the original SWMP that removes or adds additional area to the Project, or modifies the hydrology or drainage of the Project. A Major SWMP Modification requires the submission of revised Stormwater Management Plan (SWMP) elements to the Permit Authority for review and approval. Any adjustments to a SWMP must be performed either by or under the direction of a Professional Engineer licensed in the State of Colorado.

Minor SWMP Modification: Modification to the SWMP that does NOT increase the scope or change hydrology of the Project but: modifies/improves specific BMPs in use at site, indicates progression in phasing of the Project, or specifies relocation of previously approved BMPs within the Project. Any adjustments to a SWMP must be performed either by or under the direction of a Professional Engineer licensed in the State of Colorado.

Municipal Separate Storm Sewer System (MS4): A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

- a) owned or operated by a State, city, town, county, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of stormwater or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or a designated and approved management agency under Section 208 of the Federal Clean Water Act that discharges to State Waters;
- b) designed or used for collecting or conveying stormwater;
- c) which is not a combined sewer; and
- d) which is not part of a Publicly Owned Treatment Works (POTW).

Permit Authority: The Department authorized by the City to review and process CASDP Applications for Capital and/ or governmental sponsored Projects. The responsible City department serving as the Permit Authority is the Engineering, Regulatory and Analytics Office. As a clarification, the Denver Department of Development Services is the single intake point for all permits

Permit Enforcement Authority: The Department authorized by the City to inspect and enforce CASDP Rules and Conditions for all construction Projects within the City's MS4 Boundary. The responsible City department serving as the Permit Enforcement Authority is the Wastewater Management Division of the Department of Public Works.

State Construction Stormwater Permit: Colorado Revised Statutes require that all construction sites/development Projects, which by definition, disturb one or more acres in area, shall be covered by a State issued general permit for construction activities. Information on the application requirements for the State permit can be obtained by phone at 303-692-3500; or by visiting their offices located at 4300 Cherry Creek Drive South, Denver, CO 80246 – 1530 or on the Web at: <https://www.colorado.gov/pacific/cdphe/news/water-quality-permits>

State Waters: Any and all surface waters which are contained in or flow in or through this State, not to include waters in sewage systems, waters in treatment works of disposal systems, waters in potable water distribution systems, and all water withdrawn for use until use and treatment have been completed.

Examples of State Waters include, but are not limited to, perennial streams, intermittent or ephemeral gulches and arroyos, ponds, lakes, reservoirs, irrigation canals or ditches, wetlands, stormwater conveyances (when they discharge to a surface water), and groundwater.

Stormwater Management Plan (SWMP): The Stormwater Management Plan contains the requirements necessary to accomplish all the following:

The SWMP establishes a minimum standard to construct, install, maintain, and remove required BMPs during the life of the Contract to prevent or minimize pollution of stormwater due to erosion, sediment transport, and construction related pollutant generated during all phases of the Project. A SWMP consists of the following elements:

- (i) CASDP Narrative Worksheet with Narrative Report. The Narrative Report and supporting documents should fully address the methods to be used to prevent sediment, debris, and other pollutants from entering the MS4 and/ or State Waters in and around the Project area. Proposed structural and non-structural BMPs should be described with sufficient implementation detail to ensure that the logical phases of the proposed construction Project meet the performance standards listed in the CASM.
- (ii) Proposed site drawings and Best Management Practice (BMP) installation details as they apply to the site conforming to the Urban Storm Drainage Criteria Manual, Vol. 3, "Best Management Practices", most current version as issued by the Urban Drainage and Flood Control District (UDFCD), or those established by the City's Department of Public Works. If erosion control drawings were included within the bid documents for the Project, they shall be used for bid purposes and initial planning/ deployment of BMPs on the Project. If provided drawings are signed/ sealed by a Professional Engineer, they have been pre-approved by the Permit Authority and may be used without revision for purposes of submitting for CASDP. If provided drawings do not have signature/ seal of Professional Engineer licensed by the State of Colorado, they will require revision by the Contractor with Professional Engineer signature/ seal prior to submission to the City and County of Denver for CASDP.
- (iii) Supporting documentation related to proposed BMPs that are not currently identified in

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UDFCD Vol. 3 or as otherwise published by the City.

Any preparation of or adjustments to a SWMP must be performed either by or under the supervision of a Professional Engineer licensed in the State of Colorado. SWMP elements submitted to the City shall also meet currently established criteria of the CDPHE as the SWMP must meet all local, State and Federal requirements.

Substantial Completion of Erosion Control: Point of construction when permanent BMPs have been installed, initial growth is in place, and the site is waiting for vegetative cover to reach 70% of pre-disturbance vegetative cover.

PART II: DESCRIPTION

This Work shall consist of constructing, installing, maintaining, and removing when required, BMPs during the life of the Contract until Final Stabilization to prevent or minimize erosion, sedimentation, and pollution of any waters including storm, drainage-ways, MS4, State Waters, and/ or wetlands. Work under this Section includes the Contractor obtaining required Permits, utilizing SWMP elements provided in the Contract, and/ or SWMP elements specifically prepared by the Contractor as defined herein. The work shall also consist of providing on-going maintenance and monitoring of the SWMP as may be necessary due to the specific and/or dynamic needs of the Project as well as meet all requirements set forth within the CASM.

The Contractor shall coordinate the construction of temporary BMPs with the construction of permanent BMPs to assure economical, effective, and continuous erosion and sediment control and water pollution prevention throughout the construction period until Final Stabilization is achieved

When a provision of this Section or an order by the Permit Enforcement Authority requires that an action be immediate or taken immediately, it shall be understood that the Contractor shall at once begin effecting completion of the action and pursue it to completion in a manner acceptable to the Permit Enforcement Authority, and in accordance with applicable Permitting requirements.

PART III: MATERIALS

The materials to be used for BMPs shall conform to each specific detail as set forth within the Project SWMP or as noted on the Contract Drawings.

PART IV: EROSION CONTROL PERMIT STATUS

The current SWMP status for the Project is as follows:

A SWMP is currently not required for this project as the proposed disturbed area and/ or proximity to stream does not meet the minimum criteria for requiring a CASDP. However, the responsibilities for

minimizing sediment pollution from the Project have not been waived, and as such, the City hereby requires the Contractor to perform as specified in the following notes. Because a SWMP and CASDP are not necessary for the Project, all cost for performance of the following notes shall not be paid for separately, but shall be included in the work.

“A CASDP Permit will not be required for this project, however, the Contractor and/or their authorized agents shall ensure that all potential pollutants generated during demolition, excavation, trenching, boring, grading, or other construction Work associated with this permit, be prevented from discharge to stormwater conveyance systems in the vicinity of the Project.

The Contractor and/or their authorized agents shall remove all sediment, mud, construction debris, or other potential pollutants that may have been discharged to or, accumulate in the flow lines of storm drainage appurtenances and public rights of ways of the City and County of Denver as a result of construction activities associated with this Project. All removals shall be conducted in a timely manner.

The Contractor shall be held responsible for remediation of any adverse impacts to the MS4, State Waters, waterways, wetlands, and or other public or private properties, resulting from work done as part of this Project.

The Contractor and/or their authorized agents shall insure that all loads of cut and fill material imported to or exported from the Project shall be properly covered to prevent loss of the material during transport on public rights of way.” (Sec.49-552; Denver Revised Municipal Code)

Approved erosion and sediment control ‘Best Management Practices’ shall be maintained and kept in good repair for the duration of the Project. All necessary maintenance and repair shall be completed immediately upon discovery of any deficiency or defect.

The Contractor and/or their authorized agents shall implement the following Best Management Practices (BMPs) on site during construction. Best Management Practice (BMP) installation details and maintenance shall conform to the Urban Storm Drainage Criteria Manual, Vol. 3, "Best Management Practices", most current version as issued by the Urban Drainage and Flood Control District (UDFCD), or those established by the City’s Department of Public Works.

1. VEHICLE TRACKING CONTROL: This BMP is required at all access points to a construction site that are used by vehicular traffic or construction equipment.
2. INLET PROTECTION: This BMP is required on all existing or proposed storm sewer inlets in the vicinity of the construction site that may receive site runoff. The BMP must be appropriate to the type of storm inlet and appropriate for the ground surface at the inlet.
3. INTERIM SITE STABILIZATION: This BMP is required to provide a measure for preventing the discharge of sediment from construction sites where overlot grading or

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other site disturbance has occurred. This BMP is particularly necessary on sites where construction activities/disturbance will be limited to small areas of the project site.

Acceptable BMPs include:

- a. Preserving existing vegetation
 - b. Seeding and planting
 - c. Mulching
 - d. Mulching and seeding
 - e. Temporary/Permanent re-vegetation operations
 - f. Chemical soil stabilizer application (requires Permit Enforcement Authority approval)
4. **WASTE MANAGEMENT/CONTAINMENT:** This BMP requires that all construction wastes, fuels, lubricants, chemical wastes, trash, sanitary wastes, contaminated soils or debris shall be contained on site, protected from contact with precipitation or surface runoff, periodically removed from the construction site, and properly disposed of.
 5. **SPILL PREVENTION /CONTAINMENT:** This BMP defines the measures proposed for preventing, controlling, or containing spills of fuel, lubricants, or other pollutants; and protecting potential pollutants from contact with precipitation or runoff.
 6. **CHUTE WASHOUT CONTAINMENT:** Water used in the cleaning of ready mixed concrete truck delivery chutes shall be discharged into a predefined, bermed containment area on the job site. The required containment area is to be bermed so that wash water is totally contained. Wash water discharged into the containment area shall be allowed to infiltrate or evaporate. Dried concrete waste shall be removed from the containment area and properly disposed of.
The direct or indirect discharge of water containing waste concrete to the storm sewer system is prohibited (Sec.56-102a, c; Denver Revised Municipal Code).
 7. **STREET SWEEPING:** This BMP requires that paved surfaces which are adjacent to construction sites be swept in a timely manner when sediment and other materials are tracked or discharged on to them. Either sweeping by hand or use of street sweepers is acceptable. Street sweepers using water while sweeping is preferred in order to minimize dust. Flushing off paved surfaces with water is prohibited.
 8. **PERIMETER CONTROL:** This BMP requires that a construction site install a perimeter control measure along the edge of the construction site, to prevent, or filter the discharge of surface runoff from the construction site. The type of perimeter control used shall be determined based on site conditions and location. Maintenance and repair of the control measure shall occur as needed, in a timely manner.
 9. **STOCK PILES:** Soils that will be stockpiled for more than thirty (30) days shall be protected from wind and water erosion within fourteen (14) days of stockpile construction. Stabilization of stockpiles located within 100 feet of an MS4 or State Waters, or with slopes 3 to 1 or greater shall be completed within seven (7) days following stockpile construction. Stabilization and protection of the stockpile may be accomplished by any of the following: Mulching, Temporary/Permanent Revegetation Operations, Chemical Soil Stabilizer Application (requires Permit Enforcement Authority approval), or erosion control matting/Geotextiles. If stockpiles are located within 100 feet of top of bank of an MS4 or State Waters, a drainage-way or the site

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perimeter, additional sediment controls shall be required.

10. SAW CUTTING OPERATIONS: The Contractor shall protect all storm sewer facilities adjacent to any location where pavement cutting operations involving wheel cutting, saw cutting, or abrasive water jet cutting are to occur. The Contractor shall remove and properly dispose of all waste products generated by said cutting operations on a daily basis or as needed throughout the work day. The discharge of any water contaminated by waste products from cutting operations to the storm sewer system is prohibited. (Sec.56-102a, c; Denver Revised Municipal Code).

PART V: CONSTRUCTION REQUIREMENTS

A) SCHEDULES:

At least 10 working days prior to the beginning of any construction work, the Contractor shall submit for approval a schedule for accomplishment of temporary and permanent BMPs shown in the SWMP. This schedule shall specifically indicate the sequence of clearing and grubbing, earthwork operations, and construction of temporary and permanent BMPs. The schedule shall include BMPs for all areas within the Project boundaries, including but not limited to, haul roads, borrow pits, and storage and other staging sites. Work shall not be started until the BMP schedule has been approved in writing by the Project Manager, and on-site pre-construction inspection is performed and approved by CCD's NPDES inspector. Once the work has started, and during the active construction period, the Contractor shall update the schedule for all BMPs on a regular basis, and as required to keep the SWMP in compliance.

B) CONSTRUCTION IMPLEMENTATION: The Contractor shall incorporate into the Project all BMPs that are appropriate for the current phase of work, as outlined in the accepted schedule.

C) UNFORSEEN CONDITIONS: The Contractor shall direct the ECS (under the supervision of a Professional Engineer licensed in the State of Colorado) to design and implement BMPs for correcting conditions unforeseen during design of the Project, or as possible for emergency situations, which arise during construction. The Project's SWMP, UDFCD Vol 3 standards and details, and CDOTs "Erosion Control and Storm-Water Quality Guide," and any approved modification to these documents as proposed by the Contractor, shall be used as reference documents for the purpose of designing appropriate BMPs. Measures and methods proposed by the Contractor to deal with unforeseen conditions shall be reviewed and approved in writing by the Permit Enforcement Authority 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 Permit Enforcement Authority and ECS of the emergency situation and BMPs employed in response as soon as practical after installation.

D) PERMITS:

The Contractor shall obtain all required permits for the Project including those required by federal, state, and local agencies. The Contractor shall obtain (or transfer from the City when specified) required erosion control and water quality permits and shall be responsible for compliance with all requirements under any such permits.

E) EROSION CONTROL SUPERVISOR:

Contractor shall assign to the Project an employee or subcontractor to serve as Erosion Control Supervisor (ECS). The ECS shall be a person other than the Contractor's superintendent, foreman, or equivalent supervisory position. The ECS shall be experienced in aspects of BMP construction and have satisfactorily completed a Colorado DOT or equivalent ECS training program authorized by the City. Proof that this requirement has been met shall be submitted to the Project Manager at least ten working days prior to the beginning of any soil disturbance work. A list of authorized ECS training programs is available from the City upon request. Additionally, per definition, the ECS shall be under the direction of a Professional Engineer licensed in the State of Colorado when performing any modifications to the Project Stormwater Management Plan (SWMP).

The ECS shall be responsible for oversight of the implementation, maintenance, and revision of the SWMP for the duration of the Project. CCD requires the ECS to fulfill responsibilities as outlined by CDPS such as having financial control and authority to implement BMPs. The ECS's responsibilities shall be as follows:

- 1) Ensure compliance with all water quality permits or certifications in effect during the construction work.
- 2) Supervise the installation, construction, and maintenance of all BMPs specified in the Contract and coordinate the construction of BMPs with all other construction operations.
- 3) Direct the implementation of suitable BMPs as necessary to correct unforeseen conditions or emergency situations. Direct the dismantling of those features when their purpose has been fulfilled due to completion of each Project phase unless the Permit Enforcement Authority agrees that the features be left in place.
- 4) Attend the preconstruction conference, erosion control preconstruction inspection, Project scheduling meetings, weekly construction/ field meetings, substantial completion and final stabilization inspections, and other meetings regarding construction that could impact water quality.
- 5) Evaluate all non-stormwater coming onto the site, such as springs, seeps, and landscape irrigation return flow. If such flow is identified, the ECS shall propose appropriate SWMP modifications to the Contractor to protect off-site water from becoming contaminated with sediment or other pollutants.
- 6) Coordinate with the Contractor to implement necessary actions to reduce anticipated or presently existing water quality or erosion problems resulting from construction activities.
- 7) Coordinate with the Contractor to ensure all labor, material, and equipment deployed to meet SWMP requirements is judged appropriately.
- 8) During construction, update and record the following items in the SWMP as changes occur:
 - (i) Construction boundaries (may require Major SWMP Modification)
 - (ii) Areas of disturbance (may require Major SWMP Modification)
 - (iii) Areas used for storage of construction materials, equipment, soils, or wastes.
 - (iv) Location of any dedicated asphalt or concrete batch plants.
 - (v) Location of construction offices and staging areas.
 - (vi) Location of work access routes during construction.

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- (vii) Location of borrow and waste.
- (viii) Location of temporary and permanent stabilization

The ECS shall start a new site map before the current one becomes illegible. All site maps shall remain with the SWMP paperwork.

- 9) Amend the SWMP whenever there are: additions, deletions, or changes in locations of BMPs SWMP revisions shall be recorded immediately. Items shall be dated and signed at time of occurrence. Specifically, amendments shall include the following:
- (i) A change in design, construction, operation, or maintenance of the site which would require the implementation of new or revised BMPs; or
 - (ii) Changes when the SWMP proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with construction activity.
 - (iii) Changes when temporary BMPs are no longer necessary from changes in Project phase and are removed. All inspection and maintenance activities or other repairs shall be documented.

All inspection and maintenance activities or other repairs shall be documented. The SWMP and documentation shall be kept on the Project site at all times.

- 10) Modify the site map with arrows to indicate direction of surface and storm water flowing across the Project site.
- 11) When adding, or revising BMPs in the SWMP, amend the narrative to explain what, when, where, why, and how the BMP is being used, and add a detail to the SWMP.
- 12) If using existing topography, vegetation, etc. as a BMP, label it as such in the SWMP site map; amend the Narrative to explain when, why, and how the BMP is being used in the SWMP.
- 13) Record on the SWMP, and implement the approved plan for concrete and asphalt saw cutting, grinding, and milling containment and removal.
- 14) Update the potential pollutants list in the SWMP throughout construction meeting CASDP requirements.
- 15) Spills, leaks, or overflows that result in the discharge of pollutants shall be documented on the inspection form. The ECS shall record the time and date, weather conditions, reasons for spill, and how it was remediated. The ECS shall immediately report to the Contractor and Project Manager the following instances of noncompliance:
- (i) Noncompliance which may endanger health or environment.
 - (ii) Spills or discharge of hazardous substance or oil which may cause pollution of the City MS4 or State Waters.
 - (iii) Discharge of stormwater which may cause an exceedance of a water quality standard.

- 16) Perform a thorough inspection of the stormwater management system at least every seven (7) days and within 24 hours after any precipitation or snowmelt event with the potential to cause surface erosion. If no land disturbing construction activities are present during a storm event, post-storm event inspections shall be conducted prior to commencing any new land disturbing construction activities, but no later than seventy-two (72) hours following the storm event. The inspection records shall be kept on-site in a written or previously approved format. Inspections shall be conducted during the progress of the work, during work suspensions, or until Final Stabilization of all disturbed areas is approved by Permit

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Enforcement Authority and shall include the following services at a minimum:

- (i) The construction site perimeter, disturbed areas, and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. BMPs identified in the SWMP shall be observed to ensure that they are operating correctly.
- (ii) The description of potential pollutant sources, and the BMPs identified in the SWMP, shall be revised and modified as appropriate based on the results of the inspection as soon as practicable after such inspection. Modification to the SWMP shall be implemented in a timely manner and in accordance with applicable Permit requirements.
- (iii) The operator shall keep a record of inspections. Uncontrolled releases of sediment or polluted storm water or measurable quantities of sediment found off the site shall be recorded with a brief explanation as to the measures taken to prevent future releases as well as any measures taken to clean up the sediment that has left the site. Inspection records shall be made available to the City upon request. Note: documentation of uncontrolled releases at site DOES NOT alleviate any State or Federal requirements for reporting of discharges or upset conditions. Care shall be taken to ensure compliance with all regulatory requirements at site.
- (iv) Seven (7) day inspections are required during construction and at all times until Final Stabilization has been achieved. Seeding and mulching of disturbed areas does NOT count as final stabilization until such time as 70% pre-disturbed vegetative cover has been achieved. Sites with growth in place sufficient to deter erosion that have not yet achieved final stabilization may petition the City to grant an alternative inspection schedule while awaiting additional growth for final stabilization. These inspections must be conducted in accordance with the above paragraphs.

F) APPLYING BMPs TO STABILIZE SITE:

The duration of the exposure of incomplete construction to the effects of weather shall be as short as practicable. BMPs such as: seeding, surface roughening, mulching, applying tackifier, use of geotextiles and matting, permanent landscaping, or other selected BMPs shall be applied within fourteen (14) calendar days of completion of grading/soil disturbance activities to stabilize the construction site unless disturbed area is within 100 feet of an MS4 or State Waters or has slopes of 3 to 1 or greater in which case BMPs shall be implemented within seven (7) calendar days of completion of grading activities. Disturbed areas where work is temporarily halted shall be temporarily stabilized within seven (7) days after the activity ceased unless work is to be resumed within thirty (30) calendar days after the activity ceased.

Clearing and grubbing operations shall be scheduled and performed to minimize both the area of the Project disturbed at a given time and the amount of time that disturbed areas remain open. BMPs, such as temporary seeding, are required between successive construction stages when disturbed areas will not be stable or active for thirty (30) calendar days or more. No payment will be made for additional work required because the Contractor has failed to properly coordinate the BMP schedule, thus causing previously stabilized areas to be disturbed by operations that could have been performed prior to the stabilization. Upon failure of the Contractor to coordinate the

permanent BMPs with the grading operations in a manner to effectively control erosion and prevent water pollution, the Permit Enforcement Authority can suspend the Contractor's grading operations and the Project Manager can withhold monies due to the Contractor on current estimates until such time that all aspects of the work are coordinated in an acceptable manner.

G) WORK OUTSIDE LIMITS OF CONSTRUCTION: Non-contiguous areas outside the limits of construction that are used by the Contractor that include, but are not limited to, borrow pits, haul routes, storage and disposal areas, field offices, maintenance, batching areas, etc., shall have appropriate BMPs implemented by the Contractor at the Contractor's expense. Should said areas meet applicable CASDP Permit criteria, the Contractor shall obtain a separate CASDP or amend existing CASDP for each area as applicable at no additional expense to the City.

H) MAINTENANCE: The Contractor shall continuously maintain erosion and sediment control BMPs on a daily basis or as directed by the ECS so that they function properly during and after construction (including work suspensions) until Final Stabilization has been approved by the Permit Enforcement Authority Maintenance includes, but is not limited to, the following items:

- (i) From the time seeding and mulching work begins until the date the Project has reached Substantial Completion of Erosion Control, the Contractor shall keep all seeded areas stabilized at all times. Any damage to seeded areas or to mulch materials shall be promptly repaired.
- (ii) All inspection sediment removal, and BMP maintenance activities to comply with all Federal, State & Local erosion control permit requirements until Final Stabilization is reached.
- (iii) All removal and replacement of existing BMPs due to damage to same suffered either by the contractor, outside agencies, the public, or acts of God.
- (iv) All required mechanical and/ or manual street sweeping.
- (v) Discretionary changes required of any regulatory enforcement officer.

If the Contractor fails to maintain the BMPs in accordance with the Contract, or as directed, the City may at the expiration of a period of 48 hours, after having given the Contractor written notice, proceed to maintain BMPs as deemed necessary. The cost thereof will be deducted from any compensation due, or which may become due to the Contractor under this Contract.

I) MINOR SWMP MODIFICATIONS: Shall be made in the field by the Contractor and thoroughly documented in the Contractor's SWMP narrative and drawings. Should the Permit Enforcement Authority deem minor field modifications inadequate, the Contractor may be required to a) make specific modifications as requested by the Permit Enforcement Authority or b) Return to the original approved design specifications. Minor SWMP Modifications are allowed, covered under the original CASDP, and required as part of standard maintenance and operation.

J) MAJOR SWMP MODIFICATION: The City reserves the right to require changes in the Work or Project Limits that may require a Major Modification to the SWMP and/ or CASDP due to unforeseen circumstances. Should this occur, the Contractor will be responsible for the following (as applicable) and applying for CASDP amendment:

- (i) Make required revisions to comply with changing Federal or State rulemaking if it PWSTM Standard Concrete Construction Details & Technical Specifications

occurs within timeframe of the Project

- (ii) Make required revisions due to unforeseen or unplanned conditions leading to deficient Drawings/ SWMP (hazardous materials encountered, landfills, expansion of work limits, etc.)
- (iii) Prepare revised SWMP elements endorsed by a Professional Engineer licensed in the State of Colorado.

K) SUBSTANTIAL COMPLETION OF EROSION CONTROL: When a CASDP is required for the Project, Substantial Completion of the Project as defined by the City and County of Denver General Contract Conditions cannot be reached until Substantial Completion of Erosion Control has been granted. Granting of Substantial Completion of Erosion Control must be requested by the Contractor and be approved by the Permit Enforcement Authority in the form of a "Certificate of Substantial Completion of Erosion Control".

L) FINAL STABILIZATION: Granting of Final Stabilization must be requested by the Contractor and be approved by the Permit Enforcement Authority. Other permanent soil stabilization techniques may be proposed, in writing, by the Contractor and used upon approval, in writing, by the Project Manager and Permit Enforcement Authority.

The Contractor shall follow the following procedures for approval of Final Stabilization:

- (i) The Contractor shall file Inactivation Request for Construction Activities Stormwater Discharge Permit (available within CASDP guidance documents) with the Permit Enforcement Authority.
- (ii) The Contractor shall coordinate with the Permit Enforcement Authority to hold a Final Inactivation Inspection.
- (iii) If passing, the Permit Enforcement Authority transmits a letter of approval for Final Stabilization.
- (iv) If not passing, the Permit Enforcement Authority transmits a letter of denial for Final Stabilization with associated inspection report to Contractor.
- (v) Stabilization, inspection and maintenance requirements shall continue until confirmation of having met final closure requirements have been granted in writing by the Permit Enforcement Authority.
When Final Stabilization has been reached, the Permit Enforcement Authority shall issue a "Certificate of Final Stabilization".
- (vi) Once the Inactivation request is approved by the City and County of Denver, the contractor can apply to close the State Stormwater Permit.

M) FINAL ACCEPTANCE:

CASDP obligations (including reaching Final Stabilization) may hinder the ability to reach Final Acceptance for the overall Project as defined in the City General Contract Conditions.

PART VI: CONSTRUCTION OF BMPs

BMPs shall be constructed so that they conform to all requirements as set forth within the Project SWMP. They shall meet all requirements set forth within each BMP detail and shall be installed and maintained so that they function in an effective and operable manner.

PART VI: METHOD OF MEASUREMENT

Because a SWMP and CASDP are not necessary for the Project, all cost for performance of the Best Management Practices, with the exception of inlet protection, shall not be paid for separately but shall be included in the work. Inlet protection shall be paid on a per unit basis.

Removal of sediment & trash that is or is not generated by construction activities will not be measured separately but shall be included in the work.

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 measured separately but shall be included in the work.

PART VII: BASIS OF PAYMENT

Because a SWMP and CASDP are not necessary for the Project, all cost for performance of the Work to furnish, install, maintain, replace (if not due to contractor negligence), remove, and dispose of BMPs specified in the Contract shall not be paid for separately, but shall be included in the work. Only Storm Drainage Inlet Protection will be measured and each Bid Item unit includes all materials, equipment and labor necessary to protect each inlet regardless of the size, type or timeframe as per the current City of Denver Stormwater Management Plans / (SWMP) requirements. The cost for any corrective actions required by the State or City due to contractor's failure to obtain or comply with applicable Permits will be borne by the Contractor, including fines and penalties. In the case of failures on the part of the Contractor in controlling erosion, sedimentation, and/or water pollution, the City may provide the necessary corrective actions. All corrective action costs, including Project Managing costs, will be charged to the Contractor, and appropriate deduction will be made from the Contractor's monthly pay estimate.

The sole remedy for additional costs associated with installation of BMPs as required by regulatory agencies to ensure compliance with local and State requirements shall be included in the cost of the adjacent concrete repair work as provided in the Bid Schedule of this Contract. The Contractor however may submit a separate itemized Change Order for any required Major SWMP Modification proposed by the City during the course of the Project.

All other work required as set forth in this Revised Section 208–Erosion Control including all materials, equipment and labor, to permit, set-up, maintain, document, remove and clean-up all erosion control BMP's as per current City of Denver Stormwater Management Plans/ (SWMP) requirements will not be paid separately; all costs incurred by the Contractor to meet the requirements of this Section regarding Erosion Control unless provided for in the Bid shall be included in the related appurtenance.

Payment will be made under:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Storm Drainage Inlet Protection	EA

Only Storm Drainage Inlet Protection will be measured for payment and each Bid Item unit includes all materials, equipment and labor necessary to protect each inlet regardless of the size or type as per the current City of Denver Stormwater Management Plans / (SWMP) requirements. All other work required as set forth in this Revised Section 208 –Erosion Control including all materials, equipment and labor, to permit, set-up, maintain, document, remove and clean-up all erosion control BMP's as per current City of Denver Stormwater Management Plans / (SWMP) requirements will not be paid separately; all costs incurred by the Contractor to meet the requirements of this Section regarding Erosion Control unless provided for in the Bid shall be included in the related appurtenance. When the contract does not include pay items for Erosion Control, these items will not be paid for separately but shall be included in the work.

Payment for each BMP item will be full compensation for all work, materials and equipment required to furnish, install, maintain, remove, and dispose of it. BMPs as deployed per the SWMP requiring replacement due to Contractor negligence and or carelessness shall be provided at the Contactor's expense.

Temporary BMPs required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or for the Contractor's convenience, shall be performed at the Contractor's expense.

If the Contractor fails to complete construction within the approved contract time, payment will not be made for Section 208 pay items for the period of time after expiration of the approved contract time. These items shall be provided at the Contractor's expense.

The cost for any corrective actions required by the State or City due to contractor's failure to obtain or comply with applicable Permits will be borne by the Contractor, including fines and penalties. In the case of failures on the part of the Contractor in controlling erosion, sedimentation, and/or water pollution, the City may provide the necessary corrective actions. All corrective action costs, including Project engineering costs, will be charged to the Contractor, and appropriate deduction will be made from the Contractor's monthly pay estimate.

The sole remedy for additional costs associated with installation of BMPs as required by regulatory agencies to ensure compliance with local and State requirements shall be per unit BMP as provided in the Bid Schedule of this Contract. The Contractor however may submit a separate itemized Change Order for any required Major SWMP Modification proposed by the City during the course of the Project.

When the contract does not include pay items for Erosion Control these items will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 208

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**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 as follows:

Watering and Dust Palliatives 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:

Subsection 210.09 shall include the following:

Signs and traffic signals shall be reset in accordance with the City and County of Denver Transportation Engineering Services requirements needed to remove and restore existing signage and at locations indicated on the plans, or as directed by the Project Manager. 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.

Subsection 210.10 shall include the following:

Manholes, water meters, inlet castings, valve boxes and pull boxes shall be adjusted in accordance with the applicable standards of the Utility Owner. The Contractor shall be responsible for determining the proper Utility Owner and coordinating these adjustments. Survey range boxes shall be adjusted as directed by the Project Manager. Bid Item "Reset Inlet Grate, Frame and Adjustable Curbhead with new castings" will include for each existing single inlet all materials, equipment and labor, to remove and dispose of the existing castings and provide and place new castings with mounting hardware, grout and up to 1 course of standard brick riser as per Wastewater Standard Details DRWG NO. S-716 and all other labor, equipment, materials and hauling and disposal necessary to complete the work. Both Bid Items; "Adjust Inlet Frame" and "Adjustable Curbhead and reset Inlet Frame, Grate and Adjustable Curbhead" shall include all related work required to construct the rebar reinforced 8" x 12" x inlet width concrete Curb Head Beam as per Wastewater Standard Details Drawings 616.1-3. Restoration of landscaping beyond 12" limits outlined on the plans and/or as marked in the field by the Project Manager will not be paid for.

Subsection 210.12 shall include the following:

All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

Subsection 210.13 shall be revised to include the following:

The accepted quantities will be paid for at the contract unit price for each of the pay items listed below that appear in the Contract bid schedule. Payment shall be full compensation for all labor, equipment, time and materials for each unit bid item complete in place including saw cutting, scraping, sandblasting, removal, hauling and disposal of such items, excavation of subgrade material reconditioning or installation of aggregate base course and subsequent backfill, grading and compaction (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.

PAY ITEMS

PAY UNIT

Reset Ground Sign	EA
Adjust Manhole, Meter, Valve Box, Pull Box	EA
Adjust Inlet Frame and Adjustable Curb Head	EA
Reset Inlet Grate, Frame and Adjustable Curbbox (New Castings)	EA

When the contract does not include pay items for Reset Structures, these items will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 210

REVISION OF SECTION 212 SEEDING, FERTILIZER AND SODDING

Section 212 of the Standard Specifications is hereby revised as follows:

All landscape restoration will be completed and accepted prior to consideration of the reduction of retainage. Normally landscape restoration will start as soon as possible after concrete construction has been completed but landscape restoration shall be completed within 7 calendar days after the date the adjacent concrete was poured. Minor exceptions may be requested by the Contractor in writing for consideration by the Project Manager during cold weather months when landscape work is not practical.

Subsection 212.01 shall include the following:

This work shall include restoring all existing landscaping that is within twelve inches (12") of the concrete repair reconstruction areas that are damaged as a result of the reconstruction activity. The bid item "Restore Landscaping, In Kind" item shall apply to all landscaping within the limits of construction unless agreed upon in writing by the Project Manager in advance of the related concrete repair work. Materials used to restore landscaping shall be replaced "in-kind" unless otherwise approved by the Project Manager. All landscaped area to be restored shall be backfilled and compacted with native soil so that they may have a minimum of 4" and a maximum of 6" of amended topsoil or planter's mix placed in lieu of existing backfill material in the top 4" cross sectional vertical area below finish grade that is hand tamped and topped off to avoid settlement. Amended topsoil or planter's mix shall be 70% top soil with 30% compost and the source must be submitted and approved by the Project Manager prior to use. Seeding areas larger than twelve inches must include hydraulic mulching with all costs to be included in the square foot price of "Restore Landscaping, In-Kind". Only at the direction of the Project Manager will seeding be accepted in lieu of sodding. Amended Top Soil and Planter's Mix samples and mix design and supplier must be submitted for approval prior to use.

"Restore Landscaping, In Kind" shall include restoring all landscaping that is disturbed within the limits of construction. This includes any and all landscape plants, trees, shrubs, or other materials including concrete, asphalt, pavers or blocks (concrete or brick), landscape rock, sodding, flowers, shrubs and landscape timbers or statuary. The Contractor shall be required to maintain the landscaping planting in accordance with Section 214.

Subsection 212.01 shall include the following:

Work performed in areas under the jurisdiction of Denver Parks and Recreation Department shall conform to the standards of that Department. All costs related to acquiring the Denver Parks ROW permit are included in the Restore Landscaping, In-Kind Pay Item and will not be paid separately.

Subsection 212.07 is hereby revised to include the following:

Only the work restoring existing landscaping that is within twelve inches (12") of the concrete repair reconstruction areas that are damaged as a result of the reconstruction activity will be measured for payment. Any areas beyond twelve inches (12") that are damaged by the Contractor will not be measured for payment and will be repaired by the Contractor at no

expense to the City. Copies of Top Soil load tickets including a summary sheet shall be submitted for review and acceptance in advance of each pay application.

All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

<u>PAY ITEMS</u>	<u>PAY UNIT</u>
Sodding	SF
Restore Landscaping, In-Kind	SF
Amended Top Soil or Landscape Planter's Soil Mix	CY

When the contract does not include pay items for landscape repair, top soil, fertilizer, seeding or sodding, these items will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 212

REVISION OF SECTION 304
AGGREGATE BASE COURSE

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

Subsection 304.01 is revised as follows:

This work includes any type of removal or excavation of in-fill material, loading, removal, hauling and disposal of unsuitable materials and consists of furnishing and placing aggregate base course, only if required or at the direction of the Project Inspector or Project Manager on prepared sub-grade. The Contractor shall work to minimize the removal of suitable undisturbed existing subgrade when performing the removal of existing concrete or asphalt infrastructure or grading existing soil.

Subsection 304.02 is revised as follows:

The use of Aggregate Road Base made from recycled concrete is prohibited between the flowline and property line and in any work areas adjacent to landscaped areas.

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. It is the Contractor's responsibility to provide Quality Control for material density and strength testing and provide test results in a testing frequency, method and report as per Pre-construction submittal approved by the City Project Manager. Quality Control testing, reports and submittals will not be paid for separately but shall be included in the work.

Subsection 304.07 is hereby revised as follows:

Aggregate Base Course will be measured by the ton. All quantities to be submitted for payment must include copies of the load tickets, delivered to the project location, accompanied by a summary including the load ticket number supplier, date and weight in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and must be submitted for review and acceptance in advance of each pay application.

Subsection 304.08 is hereby revised as follows:

Payment for the accepted quantities of Aggregate Base Course measured per ton shall be full compensation for all labor, equipment, time and materials for each unit bid item complete in place including excavation, removal, hauling and disposal of removal items, excavation of subgrade material, installation of aggregate base course and subsequent backfill, grading and compaction (with moisture/density control per the Revision of Subsection 203.07) to proposed subgrade elevation.

PAY ITEM

PAY UNIT

Aggregate Base Course (Class 6) (Complete in-Place)

TN

When the contract does not include pay items for Aggregate Base Course, these items will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 304

**REVISION OF SECTION 306
RECONDITIONING**

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

Subsection 306.01 shall be revised to include the following:

All existing subgrade on alleys and streets from back of curb to back of curb shall be reconditioned.

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

It is the Contractor's responsibility to provide Quality Control for material density and strength testing and provide test results in a testing frequency, method and compile comprehensive reports as per Pre-construction submittal approved by the City Project Manager. Quality Control material testing, reports and submittals will not be paid for separately but shall be included in the work.

The Quality Control Plan (QCP) is a required submittal that is Contract Specific and states how the process controls of materials, material testing, equipment, personnel and operations shall be maintained. As a minimum, the QCP shall include the following:

1. Project Contract Control Number and Name. Date of the NTP and subsequent close out date with respect to allotted calendar days.
2. The company name, personnel names and duties, telephone number(s), of all quality control personnel to be utilized from a certified lab including current copies of their certification letter.
3. Sub-grade compaction and concrete tests will be once weekly or additionally as needed for Quality Control in critical conditions. Additional concrete tests are required for each instance High Early Strength Concrete is used.
4. Written test reports including all pertinent information in a form acceptable to the Project Manager. Test reports must be submitted in a timely fashion, as a minimum test reports must be submitted within 30 days of the test and acceptance of the related materials or product is contingent upon receipt of acceptable reports.

Subsection 306.04 is revised as follows:

Reconditioning will not be measured and paid for separately but shall be included in the work.

END OF REVISION OF SECTION 306

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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 Project Managers Council (MGPEC), included herein. Section 9.16 and section 9.17 of the MGPEC Specifications is hereby deleted and replaced as follows:

HMAP patching or overlay shall be paid by the ton by batch ticket. Tack Coat will not be measured and paid for separately but shall be included in the cost of the work.

All Asphalt Mix Designs are a required submittal and must be approved prior to use in the City and County of Denver.

It is the Contractor's responsibility to provide Quality Control testing for material density and strength testing and provide test results in a testing frequency, method and report as per Pre-construction submittal Quality Control Plan (QCP) that must be approved by the City Project Manager prior to starting work. Quality Control material testing, reports and submittals will not be paid for separately but shall be included in the work.

The Quality Control Plan (QCP) is a required submittal that is Contract Specific and states how the process controls of materials, material testing, equipment, personnel and operations shall be maintained. As a minimum, the QCP shall include the following:

1. Project Contract Control Number and Name. Date of the NTP and subsequent close out date with respect to allotted calendar days.
2. The company name, personnel names and duties, telephone number(s), of all quality control personnel to be utilized from a certified lab including current copies of their certification letter.
3. Sub-grade compaction and concrete tests will be once weekly or additionally as needed for Quality Control in critical conditions. Additional concrete tests are required for each instance High Early Strength Concrete is used.
4. Written test reports including all pertinent information in a form acceptable to the Project Manager. Test reports must be submitted in a timely fashion, as a minimum test reports must be submitted within 30 days of the test and acceptance of the related materials or product is contingent upon receipt of acceptable reports.

METHOD OF MEASUREMENT

Subsection 401.22 and 403.04 of the Standard Specifications is hereby revised as follows:

All work performed will be measured by the ton based on copies of the approved supplier's asphalt load tickets provided with a summary table with each Application for Payment.

Payment will be made under:

PAY ITEM

PAY UNIT

HBP Patch/Overlay

TON

When the contract does not include pay items for Plant Mix Pavements, these items will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 401 / 403

**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 concrete streets, driveways, crosspans, valley gutter, bus pads and alley paving.

Subsection 412.03 shall be revised to include the following:

All Portland Cement Concrete Pavement used on this Contract shall be a minimum 4500 psi 28-day design with 10% maximum fly ash and shall be reinforced with polypropylene fibers. Polypropylene fibers shall be FIBERMESH® or APPROVED EQUIVALENT. Length of fibers shall be as recommended by the manufacturer. Add 1.5 pounds FIBERMESH® or APPROVED EQUIVALENT per cubic yard of concrete. The Contractor is required to submit copies of all concrete batch tickets for loads delivered during the previous pay period with each Application for Payment to the Project Manager on the Contract. All Portland Concrete Cement All Asphalt Mix Designs are a required submittal and must be approved prior to use in the City and County of Denver.

It is the Contractor's responsibility to provide Quality Control for material density and strength testing and provide test results in a testing frequency, method and report as per Pre-construction submittal Quality Control Plan (QCP) that must be approved by the City Project Manager prior to starting work. Quality Control material testing, reports and submittals will not be paid for separately but shall be included in the work.

The Quality Control Plan (QCP) is a required submittal that is Contract Specific and states how the process controls of materials, material testing, equipment, personnel and operations shall be maintained. As a minimum, the QCP shall include the following:

1. Project Contract Control Number and Name. Date of the NTP and subsequent close out date with respect to allotted calendar days.
2. The company name, personnel names and duties, telephone number(s), of all quality control personnel to be utilized from a certified lab including current copies of their certification letter.
3. Sub-grade compaction, HBP asphalt patch and concrete tests will be once weekly or additionally as needed for Quality Control in critical conditions. Additional concrete tests are required for each instance High Early Strength Concrete is used. For Concrete Strength Cylinder test a minimum of 1 set of four cylinders taken in the first 100CY then again in the second hundred cubic yards then every 500CY thereafter provided all tests exceed minimum strength requirements except as noted above for additional high early concrete tests.
4. Written test reports including all pertinent information in a form acceptable to the Project Manager. Test reports must be submitted in a timely fashion, as a minimum test reports must be submitted within 30 days of the test and acceptance of the related materials or product is contingent upon receipt of acceptable reports.

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Subsection 412.04 shall be deleted and replaced with Subsection 601.05, 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 Concrete is requested by the City's Project Manager for the convenience of the City the concrete mix designs shall be submitted to the Project Manager for approval for High Early strength concrete that shall be a 7-sack mix with a minimum of 660 pounds of cementitious material that develops field strength of 3000 psi (minimum required for additional payment) achieved in 24 hours or less and developing 6000 psi in 28 days. The additional charge per cubic yard will be paid for high early concrete will be compensation only for the difference in concrete cost per cubic yard and extra labor per yard for all work performed using High Early Strength Concrete when directed to be used by the Project Manager. 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 Project Manager, a maturity meter (James Instrument Model No. 3006) shall be used to monitor on-site maturity of pavement concrete. The Contractor shall provide the Project Manger data outlining an established 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.

When High Early Strength Concrete is requested by the City's Project Manager for the convenience of the City, a field strength of 3000 psi shall be achieved within 24 hours and a field strength of 6000 psi (minimum required for additional payment) shall be achieved in 28 days or less. The additional charge per cubic yard will be paid for High Early Strength Concrete will be compensation only for the difference in concrete cost per cubic yard and extra labor per yard for all work performed using High Strength Concrete when directed to be used by the Project Manager. If High Early Strength Concrete is placed by the contractor without the request of the City the entire additional cost will be borne by the contractor.

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 Project Manager 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 Project Manager or if there are any areas of standing water, 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.

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 Project Manager'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 Project Manager, except as follows: The contractor shall adhere to the City and County of Denver Noise Control Ordinance (D.R.M.C. Chapter 36), 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 City of Denver Transportation Standards and Details for the Engineering Division as per STD. DWG. NO. 11.3 Concrete Pavement Joint Sealant plan details.

The Contractor shall cut the transverse and longitudinal joints to the width and depth required in accordance with City of Denver Transportation Standards and Details for the Engineering Division. 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 Project Manager 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 Project Manager, 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 and County of Denver Noise Control Ordinance (D.R.M.C. Chapter 36). 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 Project Manager, saw cutting will be prohibited between 10:00 p.m. and 7:00 a.m.

Subsection 412.14 and referenced Section 711.01 Concrete Curing Materials shall be modified, allowable curing compound types and specification for all Portland Cement Concrete Pavement placed on this Contract shall be a combination cure-sealer that meets or exceeds ASTM-1315 Type I, Class A (clear, non-yellowing). The compound must be an acrylic copolymer type, non-freezing solvent based, with a minimum of 25% solids content. Compound must be VOC compliant in accordance with EPA 40 CFR Part 59. The final gloss appearance will serve as proof of application.

The Contractor shall use the cure-sealer according to the manufacturers recommendations so that when applied it will not adversely affect the skid resistance of the pavement.

Subsection 412.18 shall be deleted and replaced with the following:

This work shall consist of sawing, cleaning and sealing Portland cement concrete pavement joints for new pavements. All Joint Sealing methods and products must be submitted to and approved by the Project Manager in advance of scheduling the work.

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 Project Manager. 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 is 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 a Project Manager 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 Project Manager 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 $3/16 \pm 1/16$ 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 Project Manager, 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 Project Manager 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 412.23 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.

This work shall also include concrete streets, driveways, crosspans, bus pads and alley paving with the finished area measured by the square yard and paid by their respective thickness as Concrete Pavement.

Geo-Tech Material Testing Concrete quantities to be measured will include all equipment, materials and labor to sample concrete at the site of the pour, perform air and slump test, batch weight, make cylinders, transport to lab and perform cylinder strength compression break tests (at 7, 14 and two at 28 days unless otherwise specified for high early strength concrete by the Project Inspector/Manager) for 4 cylinders for each test including report as outlined in Subsection 412.03 all to be completed by a Certified Laboratory/Personnel. Concrete strength test reports submitted to the Project Manager in advance of each Pay Application to be considered for payment.

The accepted quantities for "Concrete Pavement (-") will be paid for at the contract unit price for each of the pay items listed below that appear in the Contract bid schedule. Payment shall be full compensation for all labor, equipment, time and materials for each unit bid item complete in place including saw cutting, joint sealing, scraping, sandblasting, removal, hauling and disposal of such items, excavation of subgrade material reconditioning or installation of aggregate base course and subsequent backfill, grading and compaction (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, hauling and disposal as provided herein.

When authorized for use by the Project Manager/Inspector the accepted quantities for "High Early Strength Concrete" and "Concrete Class D (Colored)" will be compensation only for the difference in concrete cost per cubic yard and extra labor per yard for all work performed using "High Early Strength Concrete" and Concrete Class D (Colored) will be measured by the cubic yard based on copies of the approved supplier's concrete load tickets provided with a summary in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, with each Application for Payment. Copies of all concrete tickets are required for concrete used during that pay period; a separate summary is required for the Quantity of High Early Strength Concrete and includes the ticket number, date and address where it was poured.

PAY ITEMS

PAY UNIT

24-Hour High Early Strength Concrete	CY
Concrete Class D (Colored)	CY
Geo-Tech Material Testing Concrete	EA
(_") Concrete Pavement	SY

Payment shall be full compensation for labor and materials including, but not limited to, reconditioning, grading, backfill including topsoil and soil amendments, compaction, quality control material testing, curing compound, control and expansion joint and sealant as required to complete these Pay Items.

When the contract does not include pay items for FIBERMESH® or APPROVED EQUIVALENT reinforcement additive, cure-sealer, curing compound, saw cut for construction, control or expansion joints and sealant will not be paid for separately but shall be included in the related concrete work.

Saw-cut Expansion Joint only 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 City and County of Denver Noise Control Ordinance (D.R.M.C. Chapter 36), saw cutting hardened concrete, cleaning out the saw cut, expansion material and sealant.

When the contract does not include pay items for Portland Cement Concrete Pavement, these items will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 412

**SECTION 413
CONCRETE PATCHING AND CURB HEAD REPLACEMENT**

DESCRIPTION

413.01 This work consists of patching and curb head replacement on existing concrete pavement.

MATERIALS

413.02 Concrete patching material must be a one component system that requires an exact addition of water. They must meet the following performance requirements at maximum water.

A.	Bond Strength:	1 Day	1500 psi.
	ASTM C-882	7 Days	2500 psi.
B.	Length Change:	28 Days Dry	-0.05%
	ASTM C-157	28 Days Wet	+0.05%
C.	Compressive Strength:	2 Hours	2500 psi.
	ASTM C-109	1 Day	5000 psi.
		7 Days	7000 psi.

Aggregate shall consist of 3/8" clean, washed and dried gravel or crushed stone of reasonably uniform quality throughout.

Fushion-Crete®, Transpo T-17 Methyl Methacrylate Polymer Concrete Patching Material, Five Star® Highway Patch, U.S. Grout Corporation® Cementitious Grout, Catch Pavemend®, HD-50 Horizontal Repair Mortar by Dayton® Superior® Corporation are all approved concrete patching material. Concrete patching material brand and technical specifications shall be submitted for approval.

CONSTRUCTION REQUIREMENTS

413.03 Preparation of Concrete Surface:

Remove all grease, oil, dirt, curing compounds, laitance and other deleterious materials from the concrete. Roughen the surfaces by sand blasting and provide a near vertical face on the edges of existing concrete to ensure bond. Loose or broken concrete shall be removed. If any existing rebar reinforcing is exposed, it shall be sandblasted. All surfaces shall be thoroughly saturated, and free standing excess water shall be removed with clean compressed air before applying the structural repair material. Minimum depth of patching is 1/2 inches.

413.04 Placing Concrete Patch Material:

Carefully read and understand the manufacturer's instructions as printed on the container. The PWSTM Standard Concrete Construction Details & Technical Specifications

mixing operation should be close to the repair area. A mortar mixer is recommended. For small quantities, an electric drill and paddle mixer is recommended. The mixing order for mortar type mixer shall be as follows:

1. Clean water shall be placed in the mixer at the rate specified on the container instructions. Water content is critical; do not deviate from the amount specified.
2. When temperatures exceed 90° F, a prepackaged set retarder shall be used as recommended by the manufacturer. Add retarder to mixing water, maximizing dispersion in the mix.
3. For pours with greatest depth exceeding 3", 3/8-inch clean washed pea gravel shall be added to the mix at a rate not to exceed 25 lbs. per 50 lb. pail.
4. Add the repair material. This sequence is important in order to produce a consistent mix and to reduce mixing time. Allow approximately 3 minutes mixing time.
5. When pouring large volumes of material, special consideration should be given to maintaining a continuous flow of material producing a wet leading edge. More than one mixer may be necessary to deliver enough material to insure no cold joints.

Place the mixed material into the prepared area, starting from one side of the repair and working to the other side. Do not place the repair material in lifts. Work the material firmly into the bottom and sides of the repair. Screed the material to the desired level. Close up edges of the repair with a trowel. Finish the material to the desired texture. Do not re-temper the material. Clean the mixer and tools periodically with water to prevent build-up, especially in hot temperatures. As soon as the material sets, all exposed surfaces must be thoroughly saturated for 30 minutes.

413.05 Concrete Curb Head Replacement. Concrete curb head that was paved with the concrete pavement shall be constructed as follows:

1. Remove broken curb head and concrete pieces from sound concrete.
2. Place no. 4 deformed vertical bars, 18" O.C. by drilling. Place no. 4 horizontal bars across vertical bars.
3. Prior to pouring new curb head, sand blast existing concrete pavement at curb head location or use other cleaning method as approved by the Project Manager.
4. Saturate sand blasted area and remove standing water immediately prior to replacing concrete.
5. Consolidate concrete by use of high frequency internal vibrators.
6. Provide 1/8" open joint in curb head at existing contraction joints in concrete pavement.

METHOD OF MEASUREMENT

413.05 All type of Concrete Patching (Structural “-“) shall include removal and hauling of the material to be removed and also includes surface preparation and removal of loose material and cleaning of the existing concrete surface as per material supplier’s recommendations according to the material product data sheets included in the submittal for any and all materials used for Concrete Patching (Structural “-“). Concrete surface patch shall be measured by the average of depth measured in inches patching multiplied by the square foot or as required by the Project Manager. All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

BASIS OF PAYMENT

413.06 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 will be made under:

PAY ITEMS

PAY UNIT

Concrete Patching (Structural surface repair)
Concrete Patching (Structural Curbhead)

SF-IN
LF

Payment shall be full compensation for labor and materials including, but not limited to, reconditioning, grading, backfill including topsoil and soil amendments, compaction, quality control material testing, curing compound, control and expansion joint and sealant as required to complete these Pay Items.

When the contract does not include pay items for FIBERMESH® or APPROVED EQUIVALENT reinforcement additive, cure-sealer, curing compound, saw cut for construction, control or expansion joints and sealant will not be paid for separately but shall be included in the related concrete work.

Saw-cut Expansion Joint only 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 City and County of Denver Noise Control Ordinance (D.R.M.C. Chapter 36), saw cutting hardened concrete, cleaning out the saw cut, expansion material and sealant.

All work necessary and incidental to the concrete patching and curb head replacement will not be measured and paid for separately but shall be included in the work.

END OF SECTION 413

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**REVISION OF SECTION 601
STRUCTURAL CONCRETE**

Section 601 of the Standard Specifications is hereby revised as follows:

Subsection 601.06, Item 7, is modified as follows:

(7) Supplier's Mix I.D. number

Subsection 601.07, (d) is deleted. Self-contained mobile mixers will not be allowed.

METHOD OF MEASUREMENT

601.19 Shall be revised as follows:

Pavestone® or equivalent product acceptable to the adjacent property owner as needed to repair or reconstruct existing stacked concrete block wall will be measured by the square foot of vertical face. Re-enforced Variable Height Concrete Retaining Wall will be constructed 8" thick between 9"-12" with Fibermesh® or approved equivalent only and 8" wall thickness from 12"-30" including #4 rebar placed 12" on center each way (minimum) with vertical to horizontal "L" rebar integrated into monolithically poured adjacent 8" thickened concrete flatwork thickened to 8" for a minimum of 24" from the vertical face be used as directed by the Project Inspector/Manager for Re-enforced Variable Height Concrete Retaining Walls greater than 9" to be measured by the square foot of the vertical face and SF area of 24" wide thickened horizontal adjacent concrete flatwork as directed by the Project Inspector/Manager. All type of Concrete Patching (Structural "-") shall include removal and hauling of the material to be removed and also includes surface preparation and removal of loose material and cleaning of the existing concrete surface as per material supplier's recommendations according to the material product data sheets included in the submittal for any and all materials used for Concrete Patching (Structural "-"). Curb head repair or replacement will be measured by the lineal foot along the front of the curb head. All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

BASIS OF PAYMENT

601.20 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 will be made under:

<u>PAY ITEMS</u>	<u>PAY UNIT</u>
Pavestone® Stacked Pre-cast Wall Blocks	SF
Reinforced Variable Height Concrete Retaining Wall	SF

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Concrete Patching (Structural Curbhead)

LF

Payment shall be full compensation for labor, equipment and materials including, but not limited to, grade 60 reinforcing #4 rebar, soil reconditioning, grading, backfill and soil including topsoil and soil amendments, compaction, quality control material testing, curing compound, control and expansion joint and sealant as required to complete these Pay Items.

When the contract does not include pay items for FIBERMESH® or APPROVED EQUIVALENT reinforcement additive, cure-sealer, curing compound, saw cut for construction, control or expansion joints, zip-strip and sealant will not be paid for separately but shall be included in the related concrete work.

END OF REVISION OF SECTION 601

REVISION OF SECTION 603 CULVERTS AND SEWERS

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

MATERIALS

Subsection 603.02 shall be replaced with:

Materials shall meet the requirements described in the current version of the City and County of Denver Wastewater Capital Projects Management Standard Construction Specifications Chapter 10.1 (Precast Concrete Pipe).

CONSTRUCTUION REQUIREMENTS

Subsection 603.03 through 603.10 shall be replaced with:

Reinforced Concrete Pipe shall be constructed in accordance with the Wastewater Capital Projects Management Standard Construction Specifications as well as the current version of the Department of Public Works City and County of Denver Wastewater Management Division Standard Details.

METHOD OF MEASUREMENT

Subsection 603.11 shall be replaced with:

The unit price bid per linear foot for the construction of each section of pipeline shall include all of the Contractor's costs of whatsoever nature for the complete construction of the pipeline, exclusive of manholes, appurtenances, or items otherwise provided for in the Contract Documents. The bid item shall include: trench sloping, benching, bracing, shoring and/or sheeting for pipe and associated appurtenances to assure safe working conditions; design of shoring, stamping and approval by an Engineer licensed in the State of Colorado, submittal as required; furnishing, transporting and installing all pipe and materials; tapping and/or connecting to mainline pipes, structures, stub outs or block outs; concrete coring; plugging of all abandoned lines crossed during construction; furnishing and installing special fittings, including: trash racks, concrete pipe plugs as required, transitional pipe sections required to properly connect different classes of pipe without a manhole or structure and any other special fittings not provided for elsewhere in the Contract Documents; joints and jointing materials, including: grout ,mortar, fiberglass resin, gaskets, seals, bolts, concrete collars, connecting bands, and other miscellaneous items as required to construct the specific pipe joint per manufacturer and City standards; saw cutting and/or roto-milling within mainline (Bf extents) and lateral trench extents prior to excavation; removal and disposal of pavement, roadway surface materials, concrete flatwork, sod, landscaping, stumps, brush, unsuitable material within the trench width and any other materials encountered prior to excavation; excavation, including exploratory excavation, as required by the Construction Project Manager; over- excavation to remove unsuitable foundation material and replacement with granular

or other approved select materials; constructing the specified bedding including the furnishing, placing, and compaction of sand, gravel and rock as required for class B bedding or approved substitution; supply and installation of protective coatings or wrappings; backfilling to include furnishing, transporting, and placement of any additional suitable backfill material required (except for those classified backfill materials provided for elsewhere in the Contract Documents); compaction and backfilling as specified, no additional or separate payment will be made for excess excavated material used as backfill or select material elsewhere on the project; restoration of ground surface to its original condition; grading and leveling; care and diversion of drainage courses; pumping and provision of facilities for diversion of flows; trench dewatering; protection and adjustment of aboveground and underground utilities and service connections or laterals, including water service reconnections and adjustments; sanitary sewer encasement; adjustment and reconnection of sanitary sewer services from mainline sewer to a point where proper connection and drainage can be achieved, unless provided for elsewhere in the Contract Documents; removal and replacement of hydrant laterals and assemblies damaged or relocated during crossing; coordination of gas service and electric relocates; crossing of existing and abandoned utilities; cutting and/or plugging of abandoned or crossed lines where indicated in the Contract Documents, or as directed by the Construction Project Manager; hauling and disposal of construction debris, excess excavated material, damaged materials, unsuitable materials and manifested contaminated materials at the Denver Arapahoe Disposal Site (DADS), recycle and salvage of materials as necessary; removal and replacement and/or relocation of signs, and pipe bollards; providing for additional traffic control, to include barricades, detours and flagmen unless provided for elsewhere in the Contract Documents; removal and replacement of all traffic signal and/or activated loops; QC testing for all associated work components; and all other related and necessary materials, labor and equipment required to construct a complete operable pipeline in accordance with the Contract Documents.

BASIS OF PAYMENT

Subsection 603.12 shall include the following:

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 will be made under:

<u>PAY ITEMS</u>	<u>PAY UNIT</u>
15" Reinforced Concrete Pipe (RCP)	LF
18" Reinforced Concrete Pipe (RCP)	LF

Payment shall be full compensation for labor, equipment and materials including, but not limited to, grade 60 reinforcing #4 rebar, soil reconditioning, grading, backfill and soil including topsoil and soil amendments, compaction, quality control material testing, curing compound, control and expansion joint and sealant as required to complete these Pay Items.

When the contract does not include pay items for FIBERMESH® or APPROVED EQUIVALENT PWSTM Standard Concrete Construction Details & Technical Specifications

reinforcement additive, cure-sealer, curing compound, saw cut for construction, control or expansion joints, zip-strip and sealant will not be paid for separately but shall be included in the related concrete work.

END OF REVISION OF SECTION 603

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

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

CONSTRUCTION REQUIREMENTS

Subsection 604.04 (c) shall include the following:

Inlets shall be constructed in accordance with the most current version of the Department of Public Works City and County of Denver Wastewater Management Division Standard Details.

Single #16 Inlets are shown on sheet S-616.1

#14 Inlet (L=6') are shown on sheet S-620.1 and S-620.2

METHOD OF MEASUREMENT

Subsection 604.06 shall be replaced with the following:

The unit price bid per inlet structure shall include all of the Contractor's costs of whatsoever nature. The price bid shall include: furnishing, transporting, and installing all materials; excavation, including over-excavation to remove unsuitable foundation materials; hauling and disposal of excess material, concrete, pipe collars, reinforcement steel, mortar and grout; manhole lids, rings, covers, grates, frames and curb boxes; open throat construction; galvanized steel rods; manhole steps; concrete ribbed deflectors; backfilling and compaction; removal and replacement of pavement, base coarse, sub-base materials, sod, decorative landscaping and any other surfacing materials; constructing and shaping of the base and invert; replacement of curb, gutter and sidewalk between the transitions as stipulated on the Details; and all other related and necessary materials, work, and equipment required to construct the storm inlet.

BASIS OF PAYMENT

Subsection 604.07 shall include the following:

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 will be made under:

PAY ITEMS

Number 14 Inlet

Single Number 16 Inlet

PAY UNIT

EA

EA

Payment shall be full compensation for labor, equipment and materials including, but not limited to, grade 60 reinforcing #4 rebar, soil reconditioning, grading, backfill and soil including topsoil and soil amendments, compaction, quality control material testing, curing compound, control and

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Expansion joint and sealant as required to complete these Pay Items.

When the contract does not include pay items for FIBERMESH® or APPROVED EQUIVALENT reinforcement additive, cure-sealer, curing compound, saw cut for construction, control joints or expansion joints, zip-strip and sealant will not be paid for separately but shall be included in the related concrete work.

END OF REVISION OF SECTION 604

REVISION OF SECTION 608 SIDEWALKS AND BIKEWAYS

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

As a condition acceptance and of payment the Contractor must certify and shall be responsible to ensure that All Concrete Sidewalk and all Concrete Curb ramps shall be constructed by and additionally meet the requirements of the City of Denver Public Works Transportation Standards and Details for the Engineering Division. It shall be the Contractor's responsibility to assess the existing conditions and notify the Project Manager in advance of the work of any existing field conditions, obstacles or conflicts that might inhibit any section of sidewalk or curb ramp from meeting the design criteria outlined in the City of Denver Public Works Transportation Standards and Details for the Engineering Division. All concrete used for Sidewalks, Curb Ramps and Bikeways shall be Class P and shall be reinforced with polypropylene fibers. Polypropylene fibers shall be FIBERMESH® or APPROVED EQUIVALENT. Length of fibers shall be as recommended by the manufacturer. Add 1.5 pounds FIBERMESH® or APPROVED EQUIVALENT per cubic yard of concrete.

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

Materials shall meet the requirements specified in subsection 705.11 joint Fillers. Concrete for sidewalks, curb ramps and bikeways shall be Portland Cement Concrete Pavement and shall be a minimum 4500 psi mix design with 5% maximum fly ash and shall be reinforced with polypropylene fibers, as specified in subsections 601.02 and 601.03, except that No. 67 coarse aggregate shall be used. The concrete curb ramp shall include the cost of an approved truncated dome material and its installations. A sample of the truncated dome material shall be submitted to the Project Manager for approval prior to construction. Only cast-iron ADA dome panels will be paid separately and will cover only the cost of the ADA cast iron dome panel material. The use of calcium chloride, as permitted under Revision of Section 412, subsection 412.04, is prohibited in colored concrete. It is the Contractor's responsibility to provide Quality Control for material density and strength testing and provide test results in a testing frequency, method and report as per Pre-construction submittal Quality Control Plan (QCP) that must be approved by the City Project Manager prior to starting work. Quality Control material testing, reports and submittals and unless provided for separately in this Contract will not be paid for separately but shall be included in the work.

The Quality Control Plan (QCP) is a required submittal that is Contract Specific and states how the process controls of materials, material testing, equipment, personnel and operations shall be maintained. As a minimum, the QCP shall include the following:

1. Project Contract Control Number and Name. Date of the NTP and subsequent close out date with respect to allotted calendar days.
2. The company name, personnel names and duties, telephone number(s), of all quality control personnel to be utilized from a certified lab including current copies of their certification letter.
3. Sub-grade compaction and concrete tests will be once weekly or additionally as needed

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for Quality Control in critical conditions. Additional concrete tests are required for each instance High Early Strength Concrete is used.

4. Written test reports including all pertinent information in a form acceptable to the Project Manager. Test reports must be submitted in a timely fashion, as a minimum test reports must be submitted within 30 days of the test and acceptance of the related materials or product is contingent upon receipt of acceptable reports.

Subsection 608.03(a) shall be revised as follows:

Delete the third sentence and add:

Where excavation or fill to the finished grade elevation results in subgrade of unsuitable soil, the Project Manager or Project Inspector may designate the unsuitable material to be removed and replaced with approved material. Removal or reconditioning of unsuitable material, excavation and backfill with Class 6 Aggregate Base Course, in accordance with Revision of Section 203.05(c), or other material approved by the Project Manager shall not be paid separately but is included in the cost of the related concrete bid item. Excavation to proposed subgrade elevation will not be paid for separately but shall be included in the work associated with Section 201, Clearing and Grubbing or Section 202, Removal of Structures and Obstructions. Any forming and curb work to match existing surrounding landscaped or paved areas is included in the cost of the curb ramp and measured by the square yard of finished area.

Subsection 608.03(d) shall be revised to include the following:

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 water or Con-film onto the freshly poured surface will not be permitted.

Subsection 608.03(e) shall be revised to include the following:

For Bikeways, control joints shall be zip-strip or saw cut to a minimum depth of $\frac{1}{4}$ of the total slab thickness and no greater than $\frac{1}{4}$ inch wide. Control joints shall be spaced at 10 feet on center or as noted on the plans. Any damage to the concrete such as spalling, dislodging of aggregate particles, or cracking will be repaired by the Contractor at no additional cost to the Project. If said damage cannot be adequately repaired to the satisfaction of the Project Manager, the Contractor shall remove and replace the damaged concrete at no additional cost to the Project.

Subsection 608.03(f) 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 Project Manager, the Contractor shall remove and replace the unacceptable items at Contractor's expense.

Subsection 608.05 shall be revised to include the following:

Only Concrete Curb Ramp areas poured 6" thick that may include variable height curb as directed by the Project Inspector and are placed at a slope that meets minimum and maximum

slope requirements as per the latest revision of the City of Denver Transportation Standards and Details for the Engineering Division with respect to ADA accessibility standards shall be measured as Concrete Curb Ramp. Any variable height curb poured monolithically with the Concrete Curb Ramp will not be paid separately but shall be measured by the exposed square yard surface area and paid as Concrete Curb Ramp. The accepted quantities for “Concrete Sidewalk/Curb Ramp will be paid for at the contract unit price for each of the pay items listed below that appear in the Contract bid schedule. Payment shall be full compensation for all labor, equipment, time and materials for each unit bid item complete in place including saw cutting, scraping, sandblasting, removal, hauling and disposal of such items, excavation of subgrade material reconditioning or installation of aggregate base course and subsequent backfill, grading and compaction (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, hauling and disposal as provided herein.

When authorized for use by the Project Manager/Inspector the accepted quantities for “High Early Strength Concrete” and/or “Concrete Class D (Colored)” will be compensation only for the difference in concrete cost per cubic yard and extra labor per yard for all work performed using “High Early Strength Concrete” and will be measured by the cubic yard based on copies of the approved supplier’s concrete load tickets provided with a summary in tabular form with each Application for Payment.

Copies of all concrete tickets are required for concrete used during that pay period; a separate summary is required for the Quantity of High Early Strength Concrete and includes the ticket number, date and address where it was poured.

Saw-cut Expansion Joint only 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 City and County of Denver Noise Control Ordinance (D.R.M.C. Chapter 36), saw cutting hardened concrete, cleaning out the saw cut, expansion material and sealant.

All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Concrete Sidewalk	SY
Concrete Curb Ramp	SY
Truncated Domes (Special Cast Iron) Material Only	SF

Payment shall be full compensation for labor and materials including, but not limited to, reconditioning, grading, backfill including topsoil and soil amendments, compaction, quality control material testing, curing compound, control and expansion joint and sealant as required to complete these Pay Items.

When the contract does not include pay items for FIBERMESH® or APPROVED EQUIVALENT

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reinforcement additive, cure-sealer, curing compound, saw cut for construction, control or expansion joints, zip-strip and sealant will not be paid for separately but shall be included in the related concrete work.

END OF REVISION OF SECTION 608

**REVISION OF SECTION 609
CURB AND GUTTER**

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

All Concrete Gutter Overlay, Variable Height Curb Head with reinforcement, Curb and Gutter and Combination Curb, Gutter and Sidewalk shall additionally meet the requirements of the City of Denver Public Works Transportation Standards and Details for the Engineering Division. All concrete used shall be Portland Cement Concrete Pavement and shall be a minimum 4500 psi mix with 5% maximum fly ash and shall be reinforced with polypropylene fibers. Polypropylene fibers shall be FIBERMESH® or APPROVED EQUIVALENT. Length of fibers shall be as recommended by the manufacturer. Add 1.5 pounds FIBERMESH® or APPROVED EQUIVALENT per cubic yard of concrete.

Subsection 609.01 shall be revised to include the following:

Concrete Gutter Overlay
Variable Height Curb with Reinforcement
Curb and Gutter
Combination Curb, Gutter and Sidewalk

Subsection 609.02 shall be revised as follows:

Reference to Section 703.07, Bed Course Material, shall be deleted.
Additionally, Joint Filler must be approved by the Project Manager.
Reference to Class B concrete 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. When curb machines are used, the Contractor will be permitted to use AASHTO M 43 Size 57 or 67 aggregate in lieu of the coarse aggregate specified in Table 601-1, and a lesser slump will be permitted.

It is the Contractor's responsibility to provide Quality Control for material density and strength testing and provide test results in a testing frequency, method and report as per Pre-construction submittal Quality Control Plan (QCP) that must be approved by the City Project Manager prior to starting work. Quality Control material testing, reports and submittals will not be paid for separately but shall be included in the work.

The Quality Control Plan (QCP) is a required submittal that is Contract Specific and states how the process controls of materials, material testing, equipment, personnel and operations shall be maintained. As a minimum, the QCP shall include the following:

1. Project Contract Control Number and Name. Date of the NTP and subsequent close out date with respect to allotted calendar days.
2. The company name, personnel names and duties, telephone number(s), of all quality control personnel to be utilized from a certified lab including current copies of their certification letter.
3. Sub-grade compaction and concrete tests will be once weekly or additionally as needed for Quality Control in critical conditions. Additional concrete tests are required for each

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- instance High Early Strength Concrete is used.
4. Written test reports including all pertinent information in a form acceptable to the Project Manager. Test reports must be submitted in a timely fashion, as a minimum test reports must be submitted within 30 days of the test and acceptance of the related materials or product is contingent upon receipt of acceptable reports.

Subsection 609.03(a) shall be revised as follows:

Where excavation or fill to the finished grade elevation results in subgrade of unsuitable soil, the Project Manager or Project Inspector may designate the unsuitable material to be removed and replaced with approved material. Removal or reconditioning of unsuitable material, excavation and backfill with Class 6 Aggregate Base Course, in accordance with Revision of Section 203.05(c), or other material approved by the Project Manager shall not be paid separately but is included in the cost of the related concrete bid item.

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

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:

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:

The Contractor shall insure that new concrete items built under this contract drain properly and, as a condition of acceptance for payment, there shall be no areas of standing water on new concrete items.

Subsection 609.04 shall be revised to include the following:

Variable Height Curb with Reinforcement shall be used only at the request of the Project Manager and shall reference City of Denver Public Works Transportation Standards and Details STD. DWG. NO. 10.4 For Alley Curb Head.

Subsection 609.06 shall be revised to include the following:

All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

Subsection 609.07 shall be revised to include the following:

The accepted quantities for Concrete Gutter Overlay, Curb & Gutter Type (), Section (' ") and Combination Curb, Gutter and Sidewalk (' "), Median Cover (6" Patterned Colored Concrete) will

be paid for at the contract unit price for each of the pay items listed below that appear in the Contract bid schedule. Payment shall be full compensation for all labor, equipment, time and materials for each unit bid item complete in place including saw cutting, scraping, sandblasting, removal, hauling and disposal of such items, excavation of subgrade material reconditioning or installation of aggregate base course and subsequent backfill, grading and compaction (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, hauling and disposal as provided herein.

When authorized for use by the Project Manager/Inspector the accepted quantities for "High Early Strength Concrete" and "Concrete Class D (Colored)" will be compensation only for the difference in concrete cost per cubic yard and labor per yard for all work performed using High Early Strength Concrete and will be measured by the cubic yard based on copies of the approved supplier's concrete load tickets provided with a summary in tabular form with each Application for Payment.

Copies of all concrete tickets are required for concrete used during that pay period; a separate summary is required for the Quantity of High Early Strength Concrete and includes the ticket number, date and address where it was poured.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Concrete Gutter Overlay	LF
Curb & Gutter, Type (), (Section ' ")	LF
Combination Curb, Gutter and Sidewalk (' ___")	LF
Median Cover Material (6" Patterned Colored Concrete)	SY

Payment shall be full compensation for labor and materials including, but not limited to, reconditioning, grading, backfill including topsoil and soil amendments, compaction, quality control material testing, curing compound, control and expansion joint and sealant as required to complete these Pay Items.

When the contract does not include pay items for FIBERMESH® or APPROVED EQUIVALENT reinforcement additive, cure-sealer, curing compound, saw cut for construction, control or expansion joints and sealant will not be paid for separately but shall be included in the related concrete work.

Saw-cut Expansion Joint only 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 City and County of Denver Noise Control Ordinance (D.R.M.C. Chapter 36), saw cutting hardened concrete, cleaning out the saw cut, expansion material and sealant.

Excavation to proposed sub-grade elevation will not be paid for separately but shall be included in the related curb & gutter.

END OF REVISION OF SECTION 609

**REVISION OF SECTION 613
LIGHTING**

Subsection 613.12 is revised to include the following:

All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

PAY ITEM

PAY UNIT

Loop Detector Wire

LF

When the contract does not include pay items for Lighting, this item will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 613

**REVISION OF SECTION 614
TRAFFIC CONTROL DEVICES**

Subsection 613.12 is revised to include the following:

All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Reset Pull Box	EA

When the contract does not include pay items for Traffic Control Devices, this item will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 614

REVISION OF SECTION 623 IRRIGATION SYSTEM

Section 623 of the Standard Specifications is revised as follows: Subsection

623.01 is revised to include the following:

Irrigation systems within twelve inches (12”) of the reconstruction areas which are damaged as a result of the reconstruction activity will be repaired and paid for. Irrigation systems beyond this limit which are damaged by the Contractor will be repaired by the Contractor at no expense to the City.

Subsection 623.02 is revised to include the following:

Materials required to be replaced shall be of like kind to those removed. If like kind materials are unavailable, the Contractor may substitute comparable materials of comparable quality, if approved by the Project Manager.

Materials used in areas under the jurisdiction of the City and County of Denver Parks and Recreation Department shall comply with the current specifications of that department.

Subsection 623.28 is revised to include the following:

Pipes and fittings will be measured by the lineal foot, regardless of type, size or manufacturer and shall be paid under “Sprinkler System – Irrigation Reconstruction.”

New Sprinkler heads will be measured per each, regardless of type, size or manufacturer, and shall be paid under “Sprinkler System – Sprinkler Head.”

Sprinkler heads to be adjusted will be measured per each regardless of type, size or manufacturer, and shall be paid under “Sprinkler System – Adjust Sprinkler Head.”

PVC sleeves are required to be placed under new concrete as needed for current or future use and will be measured by the lineal foot, regardless of type, size or manufacturer and shall be paid under “Sprinkler System – Irrigation Reconstruction.”

Subsection 623.32 is revised to include the following:

All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in a manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

PAY ITEM

PAY UNIT

Sprinkler System – New Sprinkler Head	EA
Sprinkler System – Adjust Sprinkler Head	EA
Sprinkler System – Irrigation Reconstruction	LF

When the contract does not include pay items for Irrigation System, this item will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 623

**REVISION OF SECTION 625
CONSTRUCTION SURVEYING**

Section 625 of the Standard Specifications is hereby clarified with the following:

The Contractor shall furnish all equipment, materials and qualified personnel/labor as needed for construction staking and to establish lines and grades as necessary to complete the work and ensure drainage.

When the contract does not include pay items for Construction Surveying, this item will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 625

**REVISION OF SECTION 626
MOBILIZATION**

Section 626 of the Standard Specifications is revised as follows:

Section 626.01 shall be revised to including the following:

Prior to starting work the Contractor's staff including superintendents, foreman, lead workers, TCS, ECS, concrete lead-workers and sub-contractors shall attend a 2 hour preconstruction meeting that will include ADA ramp construction training and forum to coordinate, identify and discuss operating procedures regarding sensitive contract issues. The Contractor's TCS and designated lead worker may also be required to attend meetings specific to areas sensitive to the MHT including the Central Business District (Downtown between Broadway to Speer Boulevards from Colfax Avenue to I-25) and major arterial lane closures (Downtown Construction Coordination Meetings). The list of work locations for this project is not included within this Contract document. A sample of the "Potential Work Locations Map" is included in the APPENDICES at the end of the Technical Specifications. The scope of work with the locations will be assigned utilizing the "Work Initiation Form" by a location or groups of locations after the Notice to Proceed. Work assignments may be requested in these "Potential Work Locations" or other requested locations where spot repairs are needed utilizing the Work Initiation Form by the Project Manager. Concrete repair locations are citywide and generated through complaints or follow the City of Denver's current and projected Annual Street Paving Program with the focus on building curb ramps. There is no guarantee that all the locations assigned will be done under the Contract or that the locations will be done in any priority order. The Project Manager may revise, add or delete locations for which the Contractor will arrange Blue Stake locates; City of Denver Right-of-Way and Denver Parks permits and coordinate notification with all affected municipal, utility and property owner and provide on a weekly basis a three-week work schedule in advance to the Project Manager for approval prior to performing the work for each and all the assigned work locations. The Contractor shall normally not schedule work on Saturdays, Sundays, City of Denver observed Holidays or City of Denver furlough days. The Contractor must submit in writing requests to work longer than normal work hours (8 hours per day and 40 hours per week) or on Holidays or weekends the written request must be submitted to and approved by the Project Manager 48 hours in advance of the scheduled work.

Section 626.02 of the Standard Specifications is hereby revised as follows:

Payment for mobilization will be made if directed by Project Manager to mobilize outside of a quarter-section before 20 cubic yards of concrete is placed.

Meeting attendance by the contractor's personnel shall not be measured and paid for separately but shall be included in the price of the work.

END OF REVISION OF SECTION 626

**REVISION OF SECTION 627
PAVEMENT MARKING**

Section 627 of the Standard Specifications is revised as follows:

Subsection 627.01 is revised to include the following:

The Contractor is responsible for installation and removal of temporary pavement marking. The Contractor shall coordinate the work of the striping Contractor, including traffic control devices and flaggers.

Subsection 627.03 is revised to include the following:

The Contractor shall replace permanent pavement markings damaged or removed as a result of the work. Pavement marking material shall be new material of the same type which existed prior to the work commencing.

Subsection 627.12 is revised as follows:

Installation and removal of temporary pavement marking will not be measured and paid for separately, but shall be included in the cost of item 412.

Permanent paving marking will not be measured and paid for separately, but shall be included in the cost of the related asphalt or Concrete Street paving bid item.

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, these plans and special specifications, conform to the Manual on Uniform Traffic Control Devices for Streets and Highways.

Subsection 630.02 through 630.08 shall be as provided in the MUTCD, latest edition. In addition, the following shall apply:

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 MHTs shall be approved, in writing, by the Project Manager. No phase of construction shall start until an acceptable MHT has been received and approved by the Project Manager. The proposed methods shall include, as a minimum, the following:

A detailed diagram that 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.

Non-metallic drums may be substituted for vertical panel channelizing devices.

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.

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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 Project Manager'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.

The flagger's STOP/SLOW sign paddle shall be 18 inches with letters six inches high.

Subsections 630.09 through 630.14 of the Standard Specifications shall apply except as otherwise provided herein.

Subsection 630.09 (4) shall be revised to include the following:

Access to driveways shall be maintained at all times during construction. The Contractor shall coordinate driveway work with the property owner.

The amount paid per day shall not exceed one unit of Traffic Control for an Arterial, one unit of traffic control for Local/Collector and includes all materials, equipment, personnel and traffic controls plans to conform to all Rules & Regulations for any Street Occupancy Request required to complete the assigned work by the City of Denver, adjacent municipalities and CDOT.

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:

The PAY UNIT: LS/DAY for Traffic Control Arterial/Collector and Traffic Control Local shall be defined for the purposes of this Contract only include a work day when the Contractor is on-site completing some phase of the assigned repair work from 12:00 midnight to 12:00 midnight, furthermore weekends, City Holidays, City furlough days and days the Contractor is not on-site completing work other than Traffic Control are not included in this Pay Item. Traffic Control devices will not be measured but will be paid for on a lump sum basis. For a complete road closure in a residential street for a crossspan removal and repair the traffic control shall be paid as 1 LS/DAY of Traffic Control Arterial/Collector for that application for the entire duration at that location that shall include set-up, maintenance and take down for as many days needed to complete work at that location.

Payment for traffic control shall be as follows:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Traffic Control Arterial/Collector*	LS/DAY
Traffic Control Local*	LS/DAY
Uniformed Traffic Control Officer	HOUR

* - The designation of which roads are Arterial/Collector and which roads are Local and shall be determined by the City's Right of Way Permitting Department. Arterials and collector streets generally

have center line striping.

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

**REVISION OF SECTION 631
PUBLIC INFORMATION SERVICES**

DESCRIPTION

631.01 The work consists of providing various public involvement activities for the project.

REQUIREMENTS

631.02 The Contractor shall provide the following public information services on an ongoing basis throughout the duration of the project:

631.02.1 A contact person and phone number for the project shall be designated by the Contractor at the pre-construction meeting. This individual shall be primarily responsible for maintaining communications with the Project Manager and affected businesses and property owners.

631.02.2 The Contractor will also distribute door hang tags to all property owners adjacent to construction and also all residences and businesses impacted by construction or road closures or detours no less than 48 hours (as per General Contract Conditions Section 703) prior to commencing removal operations, outlining the proposed work as well as the company name, phone number, and contact person familiar with the project. The hang tag shall be supplied by the City and it shall be the Contractor's responsibility to request an adequate number of hang tags one week in advance to properly notify all affected property owners/residents. Occasionally as needed supplemental written notices will be required to be delivered one week in advance at the direction of the Project Manager for issues such as construction conflicts related to business access, special landscape, and fence or tree removal. The cost of delivering the door hang tags and any other letter or notice to the public shall not be paid for separately, it is included in the related work.

631.02.3 The Contractor shall maintain a written log detailing the time, date, name, contact information, location, nature of the call or complaint and resolution (if needed) regarding any and all contacts from constituents. The Contractor will revise and submit a current copy of this log with each Application for Payment.

METHOD OF MEASUREMENT

631.03 Public information services will not be measured and paid for separately, but shall be included in the work.

END OF SECTION 631

**REVISION OF SECTION 705
JOINT, WATERPROOFING AND BEARING MATERIALS**

Section 705 of the Standard specifications is hereby revised for this project as follows:

Subsection 705.01(a) shall be revised to include the following:

Sealant shall be heated only for the time limit recommended by the manufacturer. Also, the sealant shall not be reheated more times than recommended by the manufacturer.

Subsection 705.01 shall be revised to include the following:

(c) Hot Joint Sealants, Concrete Pavement. Hot-poured joint sealer material for concrete slab joints shall conform to the requirements of ASTM D 1190 or ASTM D 3405 and to the following:

Mortar blocks for the bond test shall be as described in ASTM D 1191

Coal tar base material is not acceptable.

The shipping containers shall be marked by the manufacturer with the name of the material, the name and brand of the manufacturer, the weight, the batch number and the safe heating temperature.

The materials shall be stored in accordance with manufacturer's recommendations, but they shall not be exposed to ambient temperatures in excess of 125 degrees F, or stored in direct sunlight.

The sealer material shall be melted in a heating kettle, or tank, constructed as a double boiler, with a space between the inner and outer shells filled with oil, asphalt, or other material for heat transfer and for positive temperature control.

The heating and melting unit shall be equipped so that the heat may be adjusted to provide control of the temperature of the heating medium used for melting the sealer material. The sealer material shall not be subjected to temperatures in excess of 450 degrees F at any stage or time during the melting operation.

When the contract bid schedule does not include pay items for Joint, Waterproofing and Bearing Materials; Payment for all Joint, Waterproofing and Bearing Materials shall be included in the work.

END OF REVISION OF SECTION 705

**REVISION OF SECTION 711
CONCRETE CURING MATERIALS AND ADMIXTURES**

711.01 Concrete Curing Materials shall be modified; Liquid Membrane-Forming Compounds for Curing Concrete AASHTO M148, TYPE curing compound is deleted and shall additionally require:

For all Portland Cement Concrete Pavement placed on this project a combination cure-sealer shall be used that meets or exceeds ASTM-1315 Type I, Class A (clear, non-yellowing). The compound must be an acrylic copolymer type, non-freezing solvent based, with a minimum of 25% solids content. Compound must be VOC compliant in accordance with EPA 40 CFR Part 59. The final gloss appearance will serve as proof of application.

The Contractor shall use the cure-sealer according to the manufacturers recommendations so that when applied it will not adversely affect the skid resistance of the pavement.

The Contract does not include separate pay items for Concrete Curing Materials; these items will not be paid for separately but shall be included in the work.

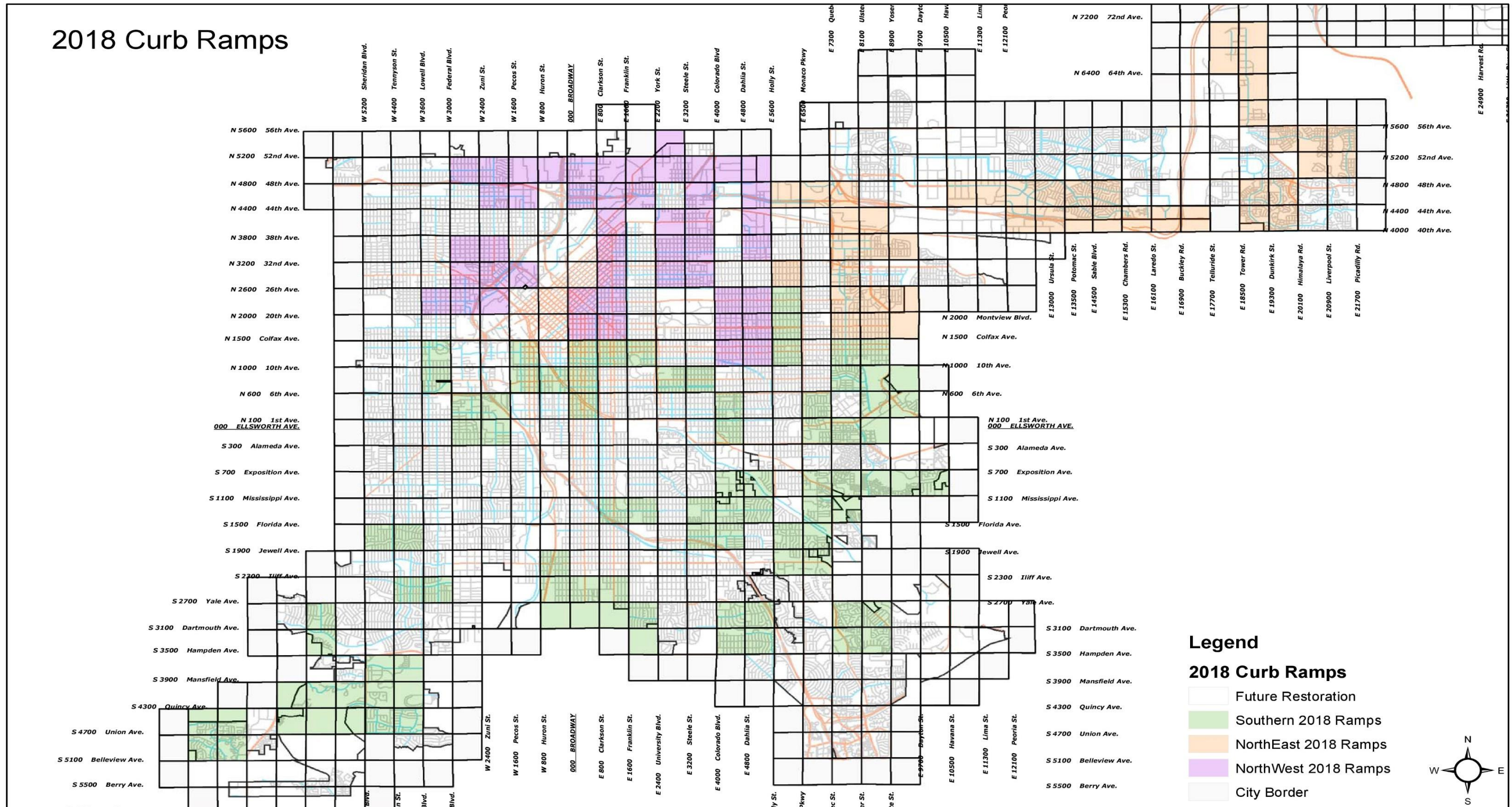
END OF REVISION OF SECTION 711

2018 Citywide ADA Ramp and Concrete Repair

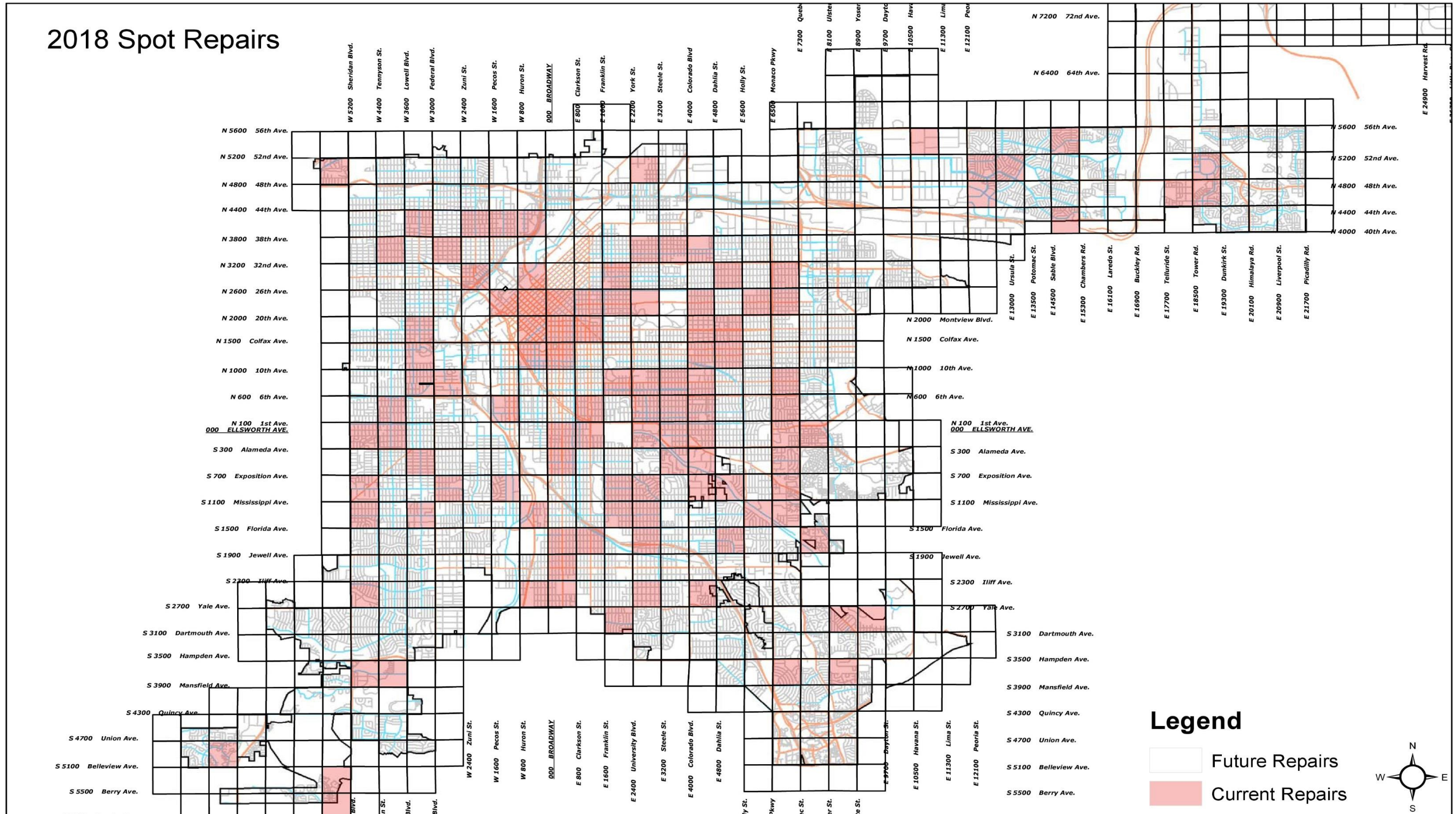
APPENDICES

- | | |
|--|-------|
| A. Potential Work Location Maps | TS-74 |
| B. Field Measurement Report (FMR) Sample | TS-76 |
| C. Annotated Revisions | TS-74 |

A. 2018 POTENTIAL WORK LOCATION MAPS



2018 Spot Repairs



B. Field Measurement Report (FMR) Sample

Contract Control #	Map Name:	Page 1	Pay App #:	Date:																	
Street Name:	N/S/E/W:		Street From:	Street To:																	
Item Description	Pay Item	UNIT											TOTAL								
REMOVAL OF INLET	202-00019	EA																			0.00
REMOVAL OF SIPHON	202-00033	EA																			0.00
REMOVAL OF SIDEWALK		W	20.0	3.3	4.5	61.0															
		L	1.5	3.8	5.0	2.0															
		SY	3.33	1.39	2.50	13.56															
		W																			
		L																			
202-00200		SY																			20.78
REMOVAL OF CURBHEAD		LF																			
202-00201																					0.00
REMOVAL OF CURB AND GUTTER		LF		111.0	221.0	91.0	98.5	113.5	108.0												
202-00203																					743.00
REMOVAL OF COMBINATION CURB, GUTTER AND WALK		LF																			
202-00204																					0.00
REMOVAL AND RESET FLAGSTONE (INCLUDES SALVAGE AND STORAGE)		W																			
		L																			
		SY																			
		W																			
		L																			
202-00208		SY																			0.00
REMOVAL OF CONCRETE PAVEMENT		W	16.7	22.7	17.3	21.5	8.8	24.0													
		L	5.3	14.0	5.0	14.0	18.3	14.0													
		SY	9.83	35.31	9.61	33.44	17.89	37.33													
		W																			
		L																			
202-00210		SY																			143.43
REMOVAL OF ASPHALT MAT		W	236.0	221.0	213.0	251.0															
		L	2.0	2.0	2.0	2.0															
		SY	52.44	49.11	47.33	55.78															
		W																			
		L																			
202-00220		SY																			204.67
REMOVAL OF FENCE		LF																			
202-01000																					0.00
TRIP HAZARD SAWING (<= 5 LOCATIONS 1 WEEK COMPLETION)		W																			
		D																			
		IN-FT																			
		W																			
		L																			
202-05020		IN-FT																			0.00
TRIP HAZARD SAWING (>5 LOCATIONS 1 MONTH COMPLETION)		W																			
		D																			
		IN-FT																			
		W																			
		L																			
202-05021		IN-FT																			0.00
UNCLASSIFIED EXCAVATION	203-00200	CY	Calculated automatically from SY totals of Concrete Curb Ramp (608-00100)																	0.00	
Additional Unclassified Excavation	203-00200	W																			
		L																			
		D																			
		CY																			0.00
Total Unclassified Excavation	203-00200	CY																			0.00

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF PUBLIC WORKS

Technical Specifications & Special
Provisions

Contract Number: 201846136



Denver TIP FY2015

December 4, 2018