

**CITY AND COUNTY OF DENVER**  
**STATE OF COLORADO**



**DENVER**  
**THE MILE HIGH CITY**

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Contract Documents**

**Contract Number: 202366828**

**2023 Directional Boring Master On-Call**

**March 8, 2023**



**NOTICE TO APPARENT LOW BIDDER**

**Jacobs Investment, LLC dba Colorado Boring Co.  
3813 Canal Dr.  
Fort Collins, CO 80524**

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **April 11, 2023**, for work to be done and materials to be furnished in and for:

**CONTRACT 202366828 – 2023 DIRECTIONAL BORING MASTER ON-CALL**

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: **Fifty-Seven (57) bid items (202-00200 through 699-00010)** the total estimated cost thereof being: **Two Million Seven Hundred Fifty-Eight Thousand Nine Hundred Sixty-Four Dollars and Fifty Cents (\$2,758,964.50)**.

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

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

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 furnish the Performance Bond or execute the contract 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.

City and County of Denver Department of Transportation & Infrastructure  
Project Delivery Administration  
201 W. Colfax Avenue, Dept. 608 | Denver, CO 80202  
[www.denvergov.org/doti](http://www.denvergov.org/doti)  
Phone: 720-865-8630



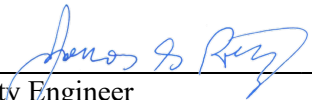
**NOTICE TO APPARENT LOW BIDDER**

CONTRACT NO. 202366828

Page 2

Dated at Denver, Colorado this 1st day of May 2023

CITY AND COUNTY OF DENVER

By:   
City Engineer  
Department of Transportation and Infrastructure

cc: Treasury, DSBO, PM, Prevailing Wage, PRO, File

**CITY AND COUNTY OF DENVER**

**STATE OF COLORADO**



**DENVER**  
**THE MILE HIGH CITY**

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Bid Form Package**

**Contract Number: 202366828**

**2023 Directional Boring Master On-Call**

**March 8, 2023**

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

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

### BIDDER'S CHECKLIST

These forms comprise the Bid Form and Submittal Package. Please note that a copy of the executed Bid Bond is to be submitted via QuestCDN at the time of bid opening, and that the original Bid Bond must be sent and received within 7 calendar days after the bid due date.

Bidders must utilize the Bid Worksheet in the online bidding section of QuestCDN to submit their bid item pricing. The totals from the worksheet are required on page BF-7 of the Submittal Package.

PAGE NO.	ACTION ITEM(S)	COMPLETE
BF-4 – BF-5	• Use legal name, per Colorado Secretary of State (SOS).	<input checked="" type="checkbox"/>
	• Provide contact and signatory information.	<input checked="" type="checkbox"/>
	• Provide acknowledgment signature and attestation (if required).	<input checked="" type="checkbox"/>
BF-6	• Use legal name, per Colorado Secretary of State (SOS).	<input checked="" type="checkbox"/>
BF-7	• Textura® Fee is \$5,850.00 for this project.	<input checked="" type="checkbox"/>
	• Write Total Base Bid Amount in words and figures in the space provided.	<input checked="" type="checkbox"/>
	• If applicable, write out Add Alt amounts in words and figures.	<input checked="" type="checkbox"/>
	• Provide surety/bid guarantee information.	<input checked="" type="checkbox"/>
BF-8	• Complete all blanks for bid acknowledgement.	<input checked="" type="checkbox"/>
	• If Addenda have been issued, complete addenda acknowledgement.	<input checked="" type="checkbox"/>
BF-9	• Complete appropriate sections and include signature(s) as required.	<input checked="" type="checkbox"/>
	• If bidder is a corporation, include corporate seal as required.	<input checked="" type="checkbox"/>
BF-10	• Complete DSBO Commitment to Participation. (Required Form due with bid)	<input checked="" type="checkbox"/>
BF-11	• MWBE EDI Plan (also known as an Utilization Plan) and/or Good Faith Effort (Required plan due with bid)	<input type="checkbox"/>
BF-12	• Fill in all Bid Bond blank spaces.	<input checked="" type="checkbox"/>
	• Provide signatures as required.	<input checked="" type="checkbox"/>
	• If bidder is a corporation, include corporate seal as required.	<input checked="" type="checkbox"/>
	• Attach Surety Agents Power of Attorney <u>OR</u> Certified or cashier's check made out to the Manager of Revenue referencing Bidder's Company and Contract Number.	<input checked="" type="checkbox"/>
BF-13	• <u>Complete</u> the "Diversity and Inclusiveness in City Solicitations Information Request Form" via the link provided.	<input checked="" type="checkbox"/>
	• Use <a href="mailto:doti.procurement@denvergov.org">doti.procurement@denvergov.org</a> for the City email address.	<input checked="" type="checkbox"/>
	• <u>Include</u> copy of completed form with bid submittal package. (Required Form due with bid)	<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 all first tier subcontractors and suppliers and further record payment to all certified subcontractors or suppliers that are listed for participation towards any assigned program goal. 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 on the Bid Worksheet. **The Textura Fee for this Project is set at \$5,850.00.** The fee is all inclusive of all subcontractor, project and subscription fees associated with Textura. 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.

For more information:

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

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CITY AND COUNTY OF DENVER  
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

CONTRACT NO. 202366828

2023 DIRECTIONAL BORING MASTER ON-CALL

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

ADDRESS: 3813 Canal Dr.  
Ford Collins, CO. 80524

CONTACT PERSON FOR ALL MATTERS RELATING TO THIS DOCUMENT

NAME: Jon Jacobs TITLE: Managing Member  
EMAIL: jon@coboring.com PHONE NUMBER: 970-566-2592

AUTHORIZED ELECTRONIC SIGNATORY

NAME: Jon Jacobs  
EMAIL: jon@coboring.com

The undersigned bidder states that the undersigned bidder has received and had an opportunity to fully and thoroughly examine a complete set of the Contract Documents for **Contract No. 202366828 - 2023 Directional Boring Master On-Call**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated March 8, 2023.

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

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



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

- Bid Form and Submittal Package Acknowledgment Form
- Bid Form
- Commitment to Minority/Women Business Enterprise Participation
- MWBE EDI Plan (also known as a Utilization Plan)
- Bid Bond
- Certificate of Insurance

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

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

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

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

**BIDDER:** Jacobs Investments, LLC  
dba Colorado Boring Company

**Name:** Jon Jacobs

**By:** [Signature]

**Title:** Managing Member

**ATTEST:** [Signature]

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

[SEAL]

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

**BID FORM**

**CONTRACT NO. 202366828**

**2023 DIRECTIONAL BORING MASTER ON-CALL**

**BIDDER:**

Jacobs Investments, LLC dba Colorado Boring Company  
(Legal Name per Colorado Secretary of State)

**TO:**

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

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on **March 8, 2023**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 202366828 - 2023 Directional Boring Master On-Call**, in Denver, Colorado, in full accordance with and conformity to the Plans, Technical Specifications, and Contract Documents hereto attached or by reference made a part hereof, at and for the following price(s) set forth on this Bid Form.

The following documents, which taken as a whole constitute the Contract Documents for this Project, and which are incorporated herein, by reference, were made available to the Bidder as provided in the Advertisement of Notice of Invitation for Bids, were received by the bidder, and form the basis for this bid:

*Advertisement of Notice of Invitation for Bids*  
*Instructions to Bidders*  
*Commitment to MWBE Participation*  
*Article III, Division 1 and 3 of Chapter 28, D.R.M.C.*  
*Bid Bond*  
*Addenda (as applicable)*  
*Equal Employment Opportunity Provisions (Appendix A and Appendix F)*  
*Bid Form*  
*Contract Form*  
*General Contract Conditions*  
*Special Contract Conditions*

*Performance and Payment Bond*  
*Notice to Apparent Low Bidder*  
*Notice to Proceed*  
*Contractor's Certification of Payment Form*  
*Final/Partial Release and Certificate of Payment*  
*Certificate of Contract Receipt*  
*Change Orders (as applicable)*  
*Federal Requirements (as applicable)*  
*Prevailing Wage Rate Schedule(s)*  
*Technical Specifications*  
*Contract Drawing*  
*Accepted Shop Drawings*

<b>2023 Directional Boring Master On-Call</b>						1095 Days		<b>Jacobs Investments, LLC dba Colorado Boring Co.:</b> Great American Insurance Company	
<b>202366828</b>									
<b>Bid Item</b>	<b>Description</b>	<b>Qty</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Unit Bid</b>	<b>Total Bid</b>		
202-00200	Removal of Sidewalk	360	SY	\$47.00	\$16,920.00	\$150.00	\$54,000.00		
202-00220	Removal of Asphalt Mat	60	SY	\$48.00	\$2,880.00	\$150.00	\$9,000.00		
202-00856	Removal of Traffic signal cabinet base	10	EA	\$400.00	\$4,000.00	\$1,200.00	\$12,000.00		
203-01597	Potholing	1220	EA	\$300.00	\$366,000.00	\$295.00	\$359,900.00		
208-00002	Erosion Log (12 Inch)	700	LF	\$8.00	\$5,600.00	\$6.50	\$4,550.00		
208-00045	Concrete Washout Structure	50	EA	\$1,600.00	\$80,000.00	\$300.00	\$15,000.00		
208-00050	Storm Drain Inlet Protection	200	EA	\$180.00	\$36,000.00	\$65.00	\$13,000.00		
208-00205	Erosion Control Supervisor	125	HR	\$75.00	\$9,375.00	\$85.00	\$10,625.00		
211-03005	Dewatering	85	EA	\$1,000.00	\$85,000.00	\$1,400.00	\$119,000.00		
212-01200	Landscape Restoration	6000	SF	\$5.00	\$30,000.00	\$2.00	\$12,000.00		
403-00721	Hot Mix Asphalt (Patching) (Asphalt)	120	SY	\$40.00	\$4,800.00	\$250.00	\$30,000.00		
604-39050	Manhole(Type A)(6'x6')	2	EA	\$15,000.00	\$30,000.00	\$3,500.00	\$7,000.00		
607-11525	Fence (Plastic)	1	LF	\$10.00	\$10.00	\$4.50	\$4.50		
608-00000	Concrete Sidewalk	350	SY	\$165.00	\$57,750.00	\$265.00	\$92,750.00		
608-00005	Concrete Sidewalk (Special)	10	SY	\$5.00	\$50.00	\$265.00	\$2,650.00		
613-00310	3 Inch Electrical Conduit (Trenched)	1	LF	\$20.00	\$20.00	\$35.00	\$35.00		
613-00003	Boring Pit - Small (3'x3'x3')	20	EA	\$150.00	\$3,000.00	\$650.00	\$13,000.00		
613-00005	Boring Pit - Large (5'x5'x6')	500	EA	\$750.00	\$375,000.00	\$750.00	\$375,000.00		
613-00206	2 Inch Electrical Conduit (Bored)	900	LF	\$45.00	\$40,500.00	\$26.00	\$23,400.00		
613-00209	2 Inch Electrical Conduit (Trenched)	100	LF	\$8.00	\$800.00	\$35.00	\$3,500.00		
613-00306	3 Inch Electrical Conduit (Bored)	13000	LF	\$40.00	\$520,000.00	\$28.00	\$364,000.00		
613-00307	Two 3 Inch Electrical Conduit (Bored)	900	LF	\$50.00	\$45,000.00	\$38.00	\$34,200.00		
613-00308	Three 3 Inch Electrical Conduit (Bored)	100	LF	\$60.00	\$6,000.00	\$44.00	\$4,400.00		
613-00309	One 2 Inch and Two 3 Inch Electrical Conduit (Bored)	150	LF	\$50.00	\$7,500.00	\$42.00	\$6,300.00		
613-00408	4 Inch Electrical Conduit (Bored)	100	LF	\$40.00	\$4,000.00	\$28.00	\$2,800.00		
613-00603	6 Inch Electrical Conduit (Bored)	100	LF	\$60.00	\$6,000.00	\$48.00	\$4,800.00		
613-04030	Proof Conduit (3-man labor crew)	3000	LF	\$1.00	\$3,000.00	\$5.00	\$15,000.00		
613-04031	Conduit and Fiber Repair (3-man labor crew)	200	HR	\$250.00	\$50,000.00	\$365.00	\$73,000.00		
613-07023	Pull Box (Type C)(36"x24"x24")	90	EA	\$3,500.00	\$315,000.00	\$1,900.00	\$171,000.00		
613-07199	Pull Box (Type A and B)	40	EA	\$2,000.00	\$80,000.00	\$750.00	\$30,000.00		
613-07201	Pull Box (Type D)(30"x48"x18")	15	EA	\$2,000.00	\$30,000.00	\$750.00	\$11,250.00		
614-75830	Traffic signal cabinet base (concrete)	5	EA	\$700.00	\$3,500.00	\$1,400.00	\$7,000.00		
614-75835	Traffic Signal Cabinet base (pre-fab)	10	EA	\$500.00	\$5,000.00	\$2,200.00	\$22,000.00		
614-87401	Fiber Optic Cable (Denver Hybrid)(12x12 Strands)	4000	LF	\$5.00	\$20,000.00	\$4.00	\$16,000.00		
614-87402	Fiber Optic Cable (Denver Hybrid)(36x12 Strands)	5000	LF	\$3.00	\$15,000.00	\$4.00	\$20,000.00		
614-87403	Fiber Optic Cable (Denver Hybrid)(60x12 Strands)	2000	LF	\$4.00	\$8,000.00	\$5.00	\$10,000.00		
614-87404	Fiber Optic Cable (Denver Hybrid)(120x24 Strands)	2000	LF	\$6.00	\$12,000.00	\$6.00	\$12,000.00		
614-87424	Fiber Optic Cable (Single Mode) (24 Strands)	2000	LF	\$20.00	\$40,000.00	\$3.00	\$6,000.00		
614-87425	Fiber Optic Cable (Multi Mode) (12 Strands)	100	LF	\$4.00	\$400.00	\$4.00	\$400.00		
614-87426	Fiber Optic Cable (Single Mode) (12 Strands)	1000	LF	\$3.00	\$3,000.00	\$3.00	\$3,000.00		
614-87427	Fiber Optic Cable (Single Mode) (48 Strands)	5000	LF	\$4.00	\$20,000.00	\$3.50	\$17,500.00		
614-87428	Fiber Optic Cable (Single Mode) (72 Strands)	5000	LF	\$4.00	\$20,000.00	\$4.00	\$20,000.00		
614-87429	Fiber Optic Cable (Single Mode) (96 Strands)	8000	LF	\$5.00	\$40,000.00	\$4.50	\$36,000.00		
614-87430	Fiber Optic Cable (Single Mode) (144 Strands)	1800	LF	\$5.00	\$9,000.00	\$5.50	\$9,900.00		
614-87650	Pull Fiber	40000	LF	\$1.25	\$50,000.00	\$2.50	\$100,000.00		
614-87651	Install Pull Tape in Existing Conduit	3000	LF	\$0.50	\$1,500.00	\$1.50	\$4,500.00		
614-87652	Copper Tracer Wire	40000	LF	\$0.25	\$10,000.00	\$0.90	\$36,000.00		
623-06901	Traffic Valve Box (Install Only)	10	EA	\$40.00	\$400.00	\$100.00	\$1,000.00		
626-00000	Mobilization	50	EA	\$2,000.00	\$100,000.00	\$1,800.00	\$90,000.00		
626-00001	Emergency Mobilization	90	HR	\$1,000.00	\$90,000.00	\$400.00	\$36,000.00		
630-00003	Uniformed Traffic Control	90	HR	\$150.00	\$13,500.00	\$135.00	\$12,150.00		
630-00013	Traffic Control Management	2500	HR	\$75.00	\$187,500.00	\$125.00	\$312,500.00		
630-80341	Construction Traffic Sign (Panel Size A)	150	EA	\$60.00	\$9,000.00	\$30.00	\$4,500.00		
630-80342	Construction Traffic Sign (Panel Size B)	150	EA	\$70.00	\$10,500.00	\$30.00	\$4,500.00		
630-80356	Advance Warning Flashing or Sequencing Arrow Panel (A Type)	50	EA	\$1,400.00	\$70,000.00	\$1,500.00	\$75,000.00		
630-80380	36 Inch Traffic Cone	1500	EA	\$12.00	\$18,000.00	\$3.00	\$4,500.00		

<b>2023 Directional Boring Master On-Call</b>						1095 Days	<u>Jacobs Investments, LLC dba Colorado Boring Co.:</u> Great American Insurance Company	
<b>202366828</b>								
Bid Item	Description	Qty	Units	Unit Cost	Total Cost	Unit Bid	Total Bid	
699-00010	Railroad Permit Fee	3	EA	\$7,500.00	\$22,500.00	\$6,500.00	\$19,500.00	
<b>Engineers Estimate of Base Bid Total:</b>					<b>\$2,993,005.00</b>			
						<b>BID ITEMS TOTAL AMOUNT</b>	\$2,753,114.50	
						<b>TEXTURA FEE</b>	\$5,850.00	
							<b>\$2,758,964.50</b>	

Sum of estimated cost for item numbers 202-00200 through 699-00010 (Fifty-Seven [57]) base bid items and the fixed Textura Fee of \$5,850.00 equals Total Base Bid Amount:

Two Million Seven Hundred fifty eight thousand Nine Hundred  
sixty four and fifty cents

Dollars (\$ 2,758,964.50 )

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

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

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

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

Name: none Name: \_\_\_\_\_

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

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

None

The undersigned Bidder acknowledges the right of the City to reject any or all bids submitted, to waive informalities in bids and to re-advertise this Project for bids.

The undersigned certifies that it has carefully checked all works and figures and all statements made in these Bid Forms.

This bid is submitted upon the declaration that neither, I (we), nor, to the best of my (our) knowledge, none of the members of my (our) firm or company have either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

Business Address of Bidder: 3813 Canal Dr.

City, State, Zip Code: Font Collins, CO. 80524

Telephone Number of Bidder: 970-494-1996 Fax No. none

Social Security or Federal Employer ID Number of Bidder: 84-1325968

Name and location of the last work of this kind herein contemplated upon which the Bidder was engaged: 2018 Directional Boring On-call City of Denver

For information relative thereto, please refer to:

Name: Jon Jacobs

Title: Managing Member

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

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

Addenda Number 0 Date \_\_\_\_\_

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

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

Dated this 5 day of April, 2023.

**Signature of Bidder:**

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

If a Partnership: Jacob Investments, LLC  
by: [Signature], General Partner.

If a Corporation: \_\_\_\_\_  
a \_\_\_\_\_, Corporation,  
by: \_\_\_\_\_, its President.

Attest:  
\_\_\_\_\_  
Secretary (Corporate Seal)

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

Firm: \_\_\_\_\_  
Corporation ( ), Partnership ( ) or ( ) Limited Liability Company

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

Firm: \_\_\_\_\_  
Corporation ( ), Partnership ( ) or ( ) Limited Liability Company

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

Firm: \_\_\_\_\_  
Corporation ( ), Partnership ( ) or ( ) Limited Liability Company

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



## DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO MWBE PARTICIPATION

***This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation goal. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. (Please check the appropriate box):***

**COMPLETE IF YOU ARE A NON MWBE PRIME:**

The City and County of Denver has specified a 6 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 6 % MWBE Participation on the contract.

**COMPLETE IF YOU ARE A MWBE PRIME:**

The City and County of Denver has specified a \_\_\_\_\_% MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting \_\_\_\_\_% MWBE Participation on the contract.

**COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:**

The City and County of Denver has specified a \_\_\_\_\_% MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a \_\_\_\_\_% MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

**The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language.**

Bidder/Proposer (Name of Firm): Jacobs Investments, LLC dba Colorado Boring Co.

Firm's Representative: Jon Jacobs

Title: Managing Member

Signature (Firm's Representative): 

Date: 4-3-2023

Address: 3813 Canal Dr.

City: Font Collins

State: CO.

Zip: 80524

Phone: 970-566-2592

Email: jon@coboring.com

Revised 7/14/2020





## **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) GUIDELINES**

DSBO has designated an MWBE requirement for this project, bid requirements for which are set forth below. This procurement and resulting contract are governed by Article III, of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.), referenced herein as the Division of Small Business Opportunity (DSBO) Ordinance (“DSBO Ordinance”), and accompanying rules and regulations. Throughout the term of the contract, the awarded Contractor/Consultant will be required to comply with the DSBO Ordinance, accompanying rules and regulations, and their Approved MWBE EDI Plan, also known as a Utilization Plan. Failure by the Contractor/Consultant to comply therewith during the performance of the contract may be a material breach of the contract, and may result in the imposition of sanctions on the Contractor/Consultant, as deemed appropriate by DSBO.

### **Bid Requirements**

The following must be completed and submitted with the bid:

- a. MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan) and/or documentation of a good faith effort (GFE). This plan is to be created by the bidder based on the guidelines provided in the Bid Document Package.
- b. Commitment To MWBE Participation form (BF-10)

# Denver Contract 202366828 Directional Boring Oncall 2023

Minority/Women-owned Business Enterprises  
(MWBE)  
and  
Equity, Diversity, and Inclusion/Inclusivity  
(EDI)  
Plan

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## A. MBWE Coordinator

Lloyd Seaton has 10+ year's experience managing MWBE/DBE as well as other small subcontractors. He has worked directly with our subcontractors to assist with meeting insurance, wage reporting, maintaining certifications, and jobsite local requirements to keep our projects running smoothly and safely. Lloyd has been instrumental with helping our MWBE subcontractors continue and also expand their operation to service not only our contract, but others as well. In the future Lloyd will continue outreach to small business owners to encourage consistency and expansion where prudent to serve the community.

## B. Utilization Strategies

Currently we have provided opportunities to 3 MWBE/DBE contractors for a total of over \$200,000 worth of new business combined for these contractors. We also are working with a small and growing business that is Filipino owned with assistance and encouragement to obtain their certification. We are proud of our strategies in helping to develop opportunities for other businesses that are latchkey with our operation. Our strategies include:

1. Looking for bidding opportunities with goals of MWBE participation
2. Searching out new MWBE business to help with our expansion and growth while encouraging the MWBE growth.
3. Reaching out to MWBE businesses that are not certified and encouraging as well as helping them become certified.

## C. Technical Assistance

Technical assistance and support services for a contract typically include a range of activities aimed at ensuring that the client's needs are met throughout the duration of the contract. These services may include:

1. Onboarding and Training: The bidder may offer comprehensive training to ensure that the client's staff are able to use the technology, tools or services provided by the provider. This may include onsite training, online tutorials, documentation, and other materials.
2. Helpdesk Support: The bidder may offer a helpdesk support system to help clients resolve any issues that may arise during the course of the contract. This service may include phone and email support, during regular business hours and outside of business hours on a case by case basis.
3. System Maintenance and Upgrades: The bidder may regularly maintain and upgrade the systems and tools that they provide to the contractor, to ensure optimal

performance and minimize downtime. This may include applying patches and updates, conducting regular backups, and monitoring system performance.

4. Remote Monitoring and Management: The bidder may offer remote monitoring and management services to monitor the performance of the clients systems and identify any issues before they become critical. This service may include proactive maintenance, remote diagnostics, and troubleshooting.
5. Consulting Services: The bidder may offer consulting services to help the client develop strategies to improve their IT infrastructure or processes. This may include conducting audits, analyzing data, and recommending solutions to optimize performance and reduce costs.
6. Service Level Agreements (SLAs): The bidder will discuss specific service level agreements (SLAs) with the contractor, outlining the level of service that the contract requires. This may include guaranteed response times, uptime guarantees, and other metrics that measure the quality of service.
7. Escalation Procedures: The bidder will establish escalation procedures to ensure that any issues are quickly escalated to the appropriate level of management for resolution. This may include a clear chain of command and defined escalation points.
8. Mentor MWBE contractors on methods to secure Bonding capacity, Insurance coverage and Capital to be able to qualify to bid and secure contracts.

Overall, technical assistance and support services for a contract are designed to help Clients and MWBE contractors get the most out of their technology investments, by providing support and guidance throughout the duration of the contract.

Technical assistance and support services for MWBE (Minority and Women-owned Business Enterprise) contracts typically include a range of activities aimed at ensuring that the MWBE client's needs are met throughout the duration of the contract. These services may include:

1. MWBE Certification Assistance: The bidder may offer assistance to MWBEs to navigate the certification process with relevant government agencies or third-party certifiers. This may include completing the application process, preparing documentation, and providing guidance on eligibility requirements.
2. Contract Compliance Support: The bidder will offer support to MWBEs to comply with the requirements of the contract, such as reporting, record keeping, and meeting contract milestones. This may include providing training, templates, and tools to ensure compliance. Business Development Assistance: The bidder may offer assistance to MWBEs to develop and grow their business. This may include providing access to training, resources, and networking opportunities, as well as providing guidance on business planning, financial management, and marketing.
3. Technical Assistance: The bidder will offer technical assistance to MWBEs to help them build capacity and compete effectively. This may include providing access to technology, tools, and software, as well as offering guidance on best practices, safety procedures, and quality control.

4. **Mentoring and Coaching:** The bidder may offer mentoring and coaching services to MWBEs to provide guidance, advice, and support. This may include one-on-one coaching, peer mentoring, or group mentoring - focusing on areas including leadership, team building, and communication.
5. **Performance Monitoring:** The bidder will monitor the performance of MWBEs to ensure that they are meeting the requirements of the contract and achieving their goals. This may include regular check-ins, progress reports, and feedback sessions.
6. **Outreach and Engagement:** The provider may conduct outreach and engagement activities to connect MWBEs with potential partners, customers, and stakeholders. This may include attending events, hosting workshops, and facilitating introductions.

Overall, technical assistance and support services for MWBE contracts are designed to help MWBEs succeed and thrive in the competitive contracting environment by providing comprehensive support, guidance, and resources throughout the duration of the contract.

## D. Procurement Process

The procurement process for Minority and Women-owned Business Enterprises (MWBEs) aims to remove barriers that prevent these businesses from participating in government contracting. Colorado Boring Company will consider the following steps as we continually develop our procurement process and procedures designed to promote inclusion and diversity. The following steps outline a typical procurement process that is designed to promote inclusion and diversity:

1. **Identify MWBEs:** The procurement process should start by identifying MWBEs that are eligible to bid on the contract. This may involve conducting outreach and engagement activities to connect with MWBEs and provide information on the contracting opportunities available.
2. **Pre-Qualify MWBEs:** Before issuing a solicitation, it may be beneficial to pre-qualify MWBEs to ensure that they have the necessary capacity, resources, and expertise to fulfill the contract requirements. This may involve evaluating their past performance, financial stability, and technical capabilities.
3. **Develop the Solicitation:** The solicitation should be developed in a way that is inclusive and promotes competition among all eligible bidders, including MWBEs. This may involve setting aside a portion of the contract specifically for MWBEs, or establishing goals for MWBE participation.
4. **Provide Technical Assistance:** To help MWBEs compete effectively, the procurement process should provide technical assistance to ensure that they understand the requirements of the solicitation, and have the necessary resources to prepare a responsive and competitive bid.
5. **Evaluate Bids:** All bids will be evaluated fairly and objectively, based on established evaluation criteria that are transparent and well-communicated to all bidders. MWBEs will be evaluated based on their own merits and not subject to any discrimination.

6. **Monitor Performance:** Throughout the duration of the contract, performance should be monitored closely to ensure that the MWBE is fulfilling its obligations and meeting the requirements of the contract. Regular check-ins and progress reports can help to identify any issues early on and address them promptly.

By following a procurement process that is designed to remove barriers for MWBE contractors, the bidder can promote inclusion, diversity, and equity in its contracting practices.

## E. Communications and Vendor Management

Effective communication and vendor management are essential components of successful MWBE contracts. The following are some strategies Colorado Boring Company will consider to promote effective communication and vendor management in MWBE contracts:

1. **Communication Plan:** A communication plan would ensure that all stakeholders are informed about project milestones, changes, and progress. This plan should identify the various communication channels, including regular meetings, email updates, and reports, and define the frequency and purpose of each.
2. **Establish Open Lines of Communication:** Colorado Boring Company encourages open lines of communication between all stakeholders, including the MWBE vendor, project managers, and other team members. Regular check-ins can help to identify any issues or concerns early on and prevent them from becoming larger problems later.
3. **Provide Training and Support:** Colorado Boring seeks out Training and support opportunities for our provided to MWBE vendors to ensure that they have the necessary resources and tools to fulfill the contract requirements. This may include providing access to technology, software, or training on specific topics such as project management or quality control.
4. **Monitor Performance:** It is important to monitor the performance of the MWBE vendor regularly to ensure that they are meeting the requirements of the contract and delivering quality work. This may involve conducting regular site visits or progress reports to identify any issues or concerns early on.
5. **Provide Feedback and Recognition:** Feedback should be provided regularly to MWBE vendors to help them improve their performance and address any issues. Positive feedback and recognition should also be provided to acknowledge and celebrate their successes.
6. **Foster a Positive Relationship:** Building a positive relationship with the MWBE vendor can help to establish trust and foster a spirit of collaboration. This can be achieved through regular communication, providing support and resources, and recognizing their contributions to the project's success.
7. **Ensure Compliance with Regulations:** It is important to ensure that the MWBE vendor is compliant with all relevant regulations, such as those related to equal employment opportunity and labor laws. This can be achieved through regular compliance audits and monitoring of their performance.

Effective communication and vendor management are critical to the success of MWBE contracts. By establishing open lines of communication, providing training and support, monitoring performance, providing feedback and recognition, fostering positive relationships, and ensuring compliance with regulations, stakeholders can work together to achieve the goal of achieving successful EDI promotion

## F. Past Performance

Over the past 10 years CBC has been instrumental in securing MWBE subcontractors to meet the goal of providing opportunity to the community of small businesses. Some specific examples are:

1. Innovative traffic control systems. Lloyd has mentored David and Emily to provide ideas on capitalization, safety protocols, equipment acquisition, along with help with prompt payments and contract work on projects with goals as well as projects without goals.
2. Vicinity Contracting. Keith is a small business owner that Colorado Boring Company has been able to help with new contracts, this has helped them grow with a diverse workforce. Colorado Boring Company also seeks out opportunities to mentor small businesses, including Vicinity Contracting, on strategies for success. We are currently working with Keith to acquire a DBE/MBE certification.
3. Colorado Boring Company has also been successful hiring a wide variety of diverse employees. We currently employ female, and minority employees. We have been able to mentor employees with legal problems to get them back on track. An example would be to hire employees that are on probation, past incarceration, lost driving privilege and more. We have helped several minority employees secure commercial drivers licenses at our expense.

## G. Bidders Culture

Promoting Equity, Diversity, and Inclusion (EDI) in the bidding process involves creating a culture that values diversity and promotes equal opportunities for all bidders. The following are some strategies that can be used to promote a culture of EDI in the bidding process:

1. Establish EDI Goals: Set EDI goals for the bidding process and communicate them to all bidders. These goals should reflect a commitment to diversity and inclusion and be supported by specific actions and strategies that will promote EDI.
2. Educate Bidders: Educate bidders about the importance of EDI and the role it plays in promoting fairness, equity, and diversity. This may involve providing information on best practices for EDI, including recruitment, hiring, and retention of diverse staff.
3. Use Inclusive Language: Use inclusive language in all bid documents and communications. This means avoiding terms that may be exclusionary or insensitive



to different cultures and backgrounds. It also involves using language that reflects a commitment to diversity and inclusion.

4. **Ensure Accessibility:** Ensure that all bid documents, communications, and meetings are accessible to all bidders, including those with disabilities. This may involve providing accommodations such as sign language interpreters or accessible technology.
5. **Promote Fairness:** Promote fairness in the bidding process by ensuring that all bidders are evaluated based on the same criteria and that decisions are made based on objective and transparent standards. This may involve establishing clear evaluation criteria and communicating them to all bidders.
6. **Encourage Diversity:** Encourage diversity among bidders by actively seeking out and engaging with diverse businesses. This may involve conducting outreach and engagement activities to connect with diverse businesses and promote the bidding process.
7. **Foster Collaboration:** Foster collaboration among bidders by creating opportunities for them to work together and share knowledge and resources. This can help to promote a sense of community and support among bidders and can help to build relationships that promote EDI.

By promoting a culture of EDI in the bidding process, stakeholders can work together to promote fairness, equity, and diversity. This can help to create a more inclusive and supportive environment for all bidders and can help to promote the success of the project.

## H. Future Initiatives

Promoting equity, diversity, and inclusion (EDI) is an ongoing process that requires ongoing effort and commitment. In order to continue promoting EDI in the future, the following initiatives can be considered:

1. **Develop EDI Training Programs:** Develop training programs for employees, management, and other stakeholders to increase their understanding of EDI principles and practices. These programs can help to foster a culture of EDI within the organization and promote the development of more inclusive policies and practices.
2. **Create Diverse Hiring and Recruitment Programs:** Develop hiring and recruitment programs that prioritize diversity and inclusion. This can include implementing blind hiring practices, providing diversity and inclusion training to hiring managers, and seek out partnerships with organizations that serve underrepresented communities.
3. **Promote Pay Equity:** Ensure that employees are paid equitably regardless of their gender, race, or other characteristics. This can involve conducting regular pay equity audits and implementing policies and practices that promote equal pay for equal work.
4. **Develop Mentorship and Leadership Programs:** Develop mentorship and leadership programs that promote the development and advancement of employees from

underrepresented communities. This can help to promote diversity in leadership positions and create more inclusive organizational cultures.

5. **Create Employee Resource Groups:** Create employee resource groups (ERGS) that provide a space for employees from underrepresented communities to connect and support each other. These groups can help to promote a sense of belonging and community within the organization and provide opportunities for employees to share their perspectives and experiences.
6. **Conduct Diversity and Inclusion Surveys:** Conduct regular surveys to assess the level of diversity and inclusion within the organization. This can help to identify areas where improvements can be made and provide insights into the experiences of employees from underrepresented communities.
7. **Partner with Diverse Suppliers:** Partner with diverse suppliers to promote diversity and inclusion throughout the supply chain. This can include setting diversity and inclusion goals for suppliers and prioritizing the use of diverse suppliers in procurement processes.

These initiatives can help to promote EDI in the future and ensure that Colorado Boring Company continues to foster a culture of equity, diversity, and inclusion. By prioritizing diversity and inclusion in all aspects of our organizational operations, we can promote an atmosphere that will support all types of small business operators.

CITY AND COUNTY OF DENVER  
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

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 Oblige, 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 April 11th, 2023, for the construction of: **Contract No. 202366828, 2023 Directional Boring Master On-Call**, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado, and said Oblige has required as a condition for receiving said bid that the Principal deposit specified bid security in the amount of not less than five percent (5%) of the amount of said bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract, for such construction and furnish required Performance and Payment Bond if the contract is offered him that said sum be paid immediately to the Oblige as liquidated damages, and not as a penalty, for the Principal's failure to perform.

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

Signed, sealed and delivered this 11th day of April, 2023

ATTEST

  
\_\_\_\_\_  
Secretary

Jacobs Investments, LLC dba Colorado Boring Company

Principal

By: 

Title: Managing Member

Great American Insurance Company

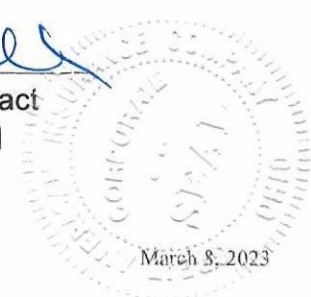
Surety

By: 

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 **FIVE**

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,	\$100,000,000.00
STELLA FERRIS	COLORADO	
KYLE DUFFORD		
VALERIE MATHIASON		

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 **10TH** day of **JANUARY**, 2022

Attest

GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*

Assistant Secretary

*Mark Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this **10TH** day of **JANUARY**, 2022, before me personally appeared MARK VICARIO, 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 Comm. Expires  
May 18, 2025

*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 **11th** day of **April**, 2023.



*Stephen C. Beraha*

Assistant Secretary

# Diversity and Inclusiveness\* in City Solicitations Information Request Form

Submission date: **10 April 2023, 4:49PM**

Receipt number: **1783**

Related form version: **6**

## Page 1/2

Business Email Address	<b>jon@coboring.com</b>
Enter Email Address of City and County of Denver contact person facilitating this solicitation	<b>doti.procurement@denvergov.org</b>
Please provide the City Agency that is facilitating this solicitation:	<b>Department of Transportation and Infrastructure (DOTI)</b>
Project Name	<b>2023 Directional Boring Master On-Call</b>
Solicitation No. (If Applicable)	<b>202366828</b>
Name of Your Company	<b>Jacobs Investments, LLC dba Colorado Boring Company</b>
What Industry is Your Business?	<b>Construction/Landscape/Maintenance Services</b>
Street Address	<b>3813 Canal Dr.</b>
City	<b>Fort Collins</b>
State	<b>CO</b>
ZIP Code	<b>80524</b>
Business Phone Number	<b>970-494-1996</b>
Business Facsimile Number	<b>None</b>

## Page 2/2

1. How many employees does your company employ? **51 - 100**

1A. How many of your employees are full time? **59**

1B. How many of your employees are part time? **1**

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

2.1. Employment and retention? **Yes**

2.2. Procurement and supply chain activities? \* **Yes**

2.3. Customer Service? **Yes**

3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. **Diversity and Inclusiveness Program (attached)**

This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) \*

This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) \*

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

5. How often do you provide training and diversity and inclusiveness principles? **Other: Every 60 days**

5.1 What percentage of the total number of employees generally participate? **76 - 100%**

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

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

7. Do you have a diversity and inclusiveness committee? **Yes**

8. Do you have a budget for diversity and inclusiveness efforts? **Yes**

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

10. I attest that the information represented herein is true, correct and complete, to the best of my knowledge. **Check Here if the Above Statement is True.**

Name of Person Completing Form **Jon Jacobs**

Today's Date **04/10/2023**

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

- [Denver Bid 2023 Diversity and Inclusiveness Program.docx](#)
- [Denver Bid 2023 Diversity and Inclusiveness Supply Program.docx](#)
- [Denver Bid 2023 Diversity and Inclusiveness Training Program.docx](#)
- [Denver Bid 2023 Diversity and Inclusiveness Hiring Policy.docx](#)



## ***COLORADO BORING Co.***

### **Diversity and Inclusiveness Program**

Colorado Boring Company recognizes that diversity and inclusiveness are essential to our success. Our policies are designed to create a welcoming and inclusive environment that values the contribution of all employees and promotes equal opportunities for all.

Our diversity and inclusiveness principles are as follows:

1. **Respect for differences:** We respect and value unique backgrounds, experiences, and perspectives of our employees. And we foster an environment where all employees feel comfortable sharing their ideas and opinions.
2. **Equal opportunities:** We believe that every employee should have an equal opportunity to succeed and grow within our company; regardless of their race, gender, sexual orientation, religion, or any other personal characteristic.
3. **Non-discrimination:** We do not tolerate discrimination of any kind, and we actively promote a culture of respect and inclusiveness.



4. **Accountability:** We hold ourselves accountable for upholding our diversity and inclusiveness principles and policies, and we are committed to addressing any concerns or issues that arise.

Our policies are designed to support these principles and create a diverse and inclusive workplace. Some of our key policies include:

1. **Recruitment and hiring:** We actively recruit and hire employees from diverse backgrounds and provide equal opportunities to all candidates.
2. **Flexible work arrangements:** We offer flexible work arrangements to accommodate the unique needs of our employees and promote work-life balance.
3. **Diversity training:** Every 60 days during our safety meeting with all employees - we discuss the importance of diversity and inclusiveness and how to support these principles in the workplace. During our weekly supervisor meetings, we discuss any issues with employees and review the progress made towards our diversity and inclusiveness goals.
4. **Anti-harassment and discrimination policies:** We have strict policies in place that prohibit workplace harassment and discrimination of any kind and provide a safe and respectful work environment for all employees.
5. **Budget:** We budget approximately \$10,000 annually to promote workplace diversity and inclusiveness policies during our recurring safety and supervisor meetings.

In summary, Colorado Boring Company is committed to creating a diverse and inclusive workplace where all employees feel valued and supported.



## ***COLORADO BORING Co.***

### **Diversity and Inclusiveness Supply Program**

Promoting diversity and inclusiveness in the workplace goes beyond internal policies - procurement activities, vendors, and sub-contractors must embrace similar policies for cohesion to exist. Most of our construction ventures are completed in-house, when we have the opportunity to hire subcontractors - when possible, we partner with minority-owned and woman-owned businesses. Our goal is to identify and connect with diverse companies. We seek out material suppliers and vendors that encourage diversity and inclusiveness policies.

We are very proud of our team members, supervisors, and owners - we work together in a safe and encouraging environment. Mutual respect guides everyone in our company and we encourage everyone to share their ideas, opinions, and perspectives, and listen to each other with an open mind.



## ***COLORADO BORING Co.***

### Diversity and Inclusiveness Training Program

Diversity and inclusiveness training is an important part of building a respectful and inclusive workplace. The following is a guide for discussion with all employees:

1. Define diversity and inclusiveness: It is important to define what diversity and inclusiveness mean in the workplace. Diversity refers to differences in race, gender, age, religion, sexual orientation, disability, and other factors. Inclusiveness refers to creating an environment where everyone feels valued and respected, regardless of their background.
2. Address unconscious bias: Unconscious bias refers to the attitudes or stereotypes that we hold unconsciously towards certain groups of people. It is important to address unconscious bias in the training to promote a more inclusive workplace.
3. Foster communication and dialogue: Encourage open communication and dialogue among employees. This can include

discussions about diversity and inclusiveness, sharing personal experiences, and exploring different perspectives.

4. Provide examples: Providing examples can help employees understand the impact of diversity and inclusiveness in the workplace. This can include success stories of diverse teams, or examples of how unconscious bias can negatively impact the workplace.
5. Address microaggressions: Microaggressions are subtle, often unintentional, behaviors or comments that communicate negative messages to members of marginalized groups. It is important to address microaggressions in the training to promote a more inclusive workplace.
6. Create action plans: The training should include action plans that employees can use to promote diversity and inclusiveness in their work environment. This can include strategies for recruiting a diverse workforce, creating an inclusive culture, and addressing unconscious bias.
7. Reinforce policies and practices: It is important to reinforce the training with inclusive policies and practices in the workplace. This can include diversity hiring policies, inclusive language policies, and accommodations for people with disabilities.

During safety meetings time will be allotted for discussion on the above topics. Our goal is to create a more respectful and inclusive workplace

culture, which can lead to increased productivity, employee engagement, and overall business success.



## ***COLORADO BORING Co.***

### Diversity and Inclusiveness Hiring Policy

Colorado Boring Company Hiring policy, regarding diversity and inclusiveness.

1. Set clear diversity and inclusive goals: Colorado Boring Company sets clear goals for diversity and inclusion in its workforce. Progress is tracked and discussed with each new hire.
2. Inclusive job postings: Colorado Boring Company creates job postings that use inclusive language and avoids bias. This includes avoiding gendered language, using inclusive language, and focusing on the qualifications and skills needed for the job.
3. Implement fair screening and selection processes: Colorado Boring Company's screening and selection processes minimize bias and ensure fairness. This includes using blind resume reviews and standardized interviews and questions.
4. Diversity and inclusion training for all supervisors: Colorado Boring Company provides training on diversity and inclusion for all

supervisors and management to ensure that they understand the importance of building a diverse workforce and can effectively identify and address biases in the workplace and the hiring process.

Colorado Boring Company's goal is to build a diverse and inclusive workforce that reflects the communities it serves. We believe this leads to increased creativity, innovation, and improved business outcomes. Most importantly, we want our employees to be treated fairly and feel comfortable in the work environment.

**CITY AND COUNTY OF DENVER**  
**STATE OF COLORADO**



**DENVER**  
**THE MILE HIGH CITY**

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Bid Documents Package**

**Contract Number: 202366828**

**2023 Directional Boring Master On-Call**

**March 8, 2023**



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

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

**STATEMENT OF QUANTITIES**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED</b>	<b>UNIT TYPE</b>
202-00200	Removal of Sidewalk	360	SY
202-00220	Removal of Asphalt Mat	60	SY
202-00856	Removal of Traffic signal cabinet base	10	EA
203-01597	Potholing	1,220	EA
208-00002	Erosion Log (12 Inch)	700	LF
208-00045	Concrete Washout Structure	50	EA
208-00050	Storm Drain Inlet Protection	200	EA
208-00205	Erosion Control Supervisor	125	HR
211-03005	Dewatering	85	EA
212-01200	Landscape Restoration	6,000	SF
403-00721	Hot Mix Asphalt (Patching) (Asphalt)	120	SY
604-39050	Manhole(Type A)(6'x6')	2	EA
607-11525	Fence (Plastic)	1	LF
608-00000	Concrete Sidewalk	350	SY
608-00005	Concrete Sidewalk (Special)	10	SY
613 -00310	3 Inch Electrical Conduit (Trenched)	1	LF
613-00003	Boring Pit - Small (3'x3'x3')	20	EA
613-00005	Boring Pit - Large (5'x5'x6')	500	EA
613-00206	2 Inch Electrical Conduit (Bored)	900	LF
613-00209	2 Inch Electrical Conduit (Trenched)	100	LF
613-00306	3 Inch Electrical Conduit (Bored)	13,000	LF
613-00307	Two 3 Inch Electrical Conduit (Bored)	900	LF
613-00308	Three 3 Inch Electrical Conduit (Bored)	100	LF
613-00309	One 2 Inch and Two 3 Inch Electrical Conduit (Bored)	150	LF
613-00408	4 Inch Electrical Conduit (Bored)	100	LF
613-00603	6 Inch Electrical Conduit (Bored)	100	LF
613-04030	Proof Conduit (3-man labor crew)	3,000	LF
613-04031	Conduit and Fiber Repair (3-man labor crew)	200	HR
613-07023	Pull Box (Type C)(36"x24"x24")	90	EA
613-07199	Pull Box (Type A and B)	40	EA
613-07201	Pull Box (Type D)(30"x48"x18")	15	EA
614- 75830	Traffic signal cabinet base (concrete)	5	EA
614-75835	Traffic Signal Cabinet base (pre-fab)	10	EA
614-87401	Fiber Optic Cable (Denver Hybrid)(12x12 Strands)	4,000	LF
614-87402	Fiber Optic Cable (Denver Hybrid)(36x12 Strands)	5,000	LF
614-87403	Fiber Optic Cable (Denver Hybrid)(60x12 Strands)	2,000	LF
614-87404	Fiber Optic Cable (Denver Hybrid)(120x24 Strands)	2,000	LF
614-87424	Fiber Optic Cable (Single Mode) (24 Strands)	2,000	LF
614-87425	Fiber Optic Cable (Multi Mode) (12 Strands)	100	LF
614-87426	Fiber Optic Cable (Single Mode) (12 Strands)	1,000	LF
614-87427	Fiber Optic Cable (Single Mode) (48 Strands)	5,000	LF
614-87428	Fiber Optic Cable (Single Mode) (72 Strands)	5,000	LF
614-87429	Fiber Optic Cable (Single Mode) (96 Strands)	8,000	LF
614-87430	Fiber Optic Cable (Single Mode) (144 Strands)	1,800	LF
614-87650	Pull Fiber	40,000	LF
614-87651	Install Pull Tape in Existing Conduit	3,000	LF

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

**STATEMENT OF QUANTITIES**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED</b>	<b>UNIT TYPE</b>
614-87652	Copper Tracer Wire	40,000	LF
623 -06901	Traffic Valve Box (Install Only)	10	EA
626-00000	Mobilization	50	EA
626-00001	Emergency Mobilization	90	HR
630-00003	Uniformed Traffic Control	90	HR
630-00013	Traffic Control Management	2,500	HR
630-80341	Construction Traffic Sign (Panel Size A)	150	EA
630-80342	Construction Traffic Sign (Panel Size B)	150	EA
630-80356	Advance Warning Flashing or Sequencing Arrow Panel (A Type)	50	EA
630-80380	36 Inch Traffic Cone	1,500	EA
699-00010	Railroad Permit Fee	3	EA

**CITY AND COUNTY OF DENVER**

**NOTICE OF INVITATION FOR BIDS  
FOR CONTRACT NO. 202366828**

**2023 DIRECTIONAL BORING MASTER ON-CALL**

**BID SCHEDULE:**

**11:30 a.m., Local Time**

**April 11, 2023**

Bids will be received and accepted via the online electronic bid service, [www.QuestCDN.com](http://www.QuestCDN.com). Bids must be submitted via QuestCDN no later than **April 11, 2023 at 11:30 a.m.** To access the electronic bid form, download the required documents from QuestCDN and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list at QuestCDN for bids to be accepted. Bidders will be charged a fee of \$30.00 to submit a bid electronically. All properly uploaded bids will then be opened, witnessed and read aloud.

**GENERAL STATEMENT OF WORK:**

The 2023 Directional Boring Master On-Call will be used to install electrical/fiber optic conduits throughout the City to support traffic signals rebuild programs, Interconnects system, and (ITS) intelligent traffic system infrastructures construction and/or rebuilds. All work will be per the current Denver Traffic standards. Conduit types range from 2", 3", 4" and 6" to a bundle of 2"/3" to multiples of 3" conduits. Fiber optic cable installation included (MM) multimode to (SM) single mode installation. No civil work is anticipated, but concrete and landscape restoration is included in this contract. Each project will be scoped, priced and authorized separately through work orders. All work will be supervised and directed by a Transportation Operations project manager. Contract term is three years and the maximum contract amount is \$3,000,000.00 (contract amount is no guarantee of work). This contract may be awarded to multiple bidders.

**MAXIMUM CONTRACT AMOUNT:**

The total cost of all Works performed under this contract shall not exceed **\$3,000,000.00** during the three (3) year term of the contract. Each project will be assigned and authorized separately.

**DOCUMENTS AND BID INFORMATION AVAILABLE:**

Contract Documents complete with Technical Specifications and, if applicable, construction drawings will be available on the first day of publication at: [www.work4denver.com](http://www.work4denver.com). To download digital Contract Documents at a cost of \$15.00 per download, reference eBid Document Number #8412870. Contact QuestCDN at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance.

**PRE-BID MEETING:**

A **virtual pre-bid meeting** will be held for this Project at **11:00 a.m.**, local time, on **March 16, 2023**. The teleconference call-in number and conference ID can be found on the project page at [www.work4denver.com](http://www.work4denver.com).

**DEADLINE TO SUBMIT QUESTIONS: March 23, 2023 by 2 p.m.** local time.

**PREQUALIFICATION REQUIREMENTS:**

Each bidder must be prequalified in category **1D(2) TELECOMMUNICATIONS** at or above the **\$1,500,000.00** monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the response

due date. Applications must be submitted via [B2Gnow](#). To view the Rules and information on how to apply, please visit our website at [www.denvergov.org/prequalification](http://www.denvergov.org/prequalification).

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION:**

Article III, of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) grants authority to the Director of the Division of Small Business Opportunity to establish participation goals and other requirements under the Minority and Women-Owned Business Enterprise (MWBE) program as related to expenditures and related contracts by and through the City and County of Denver. The participation requirement for this project is:

**6% Minority and Women-Owned Business Enterprise (MWBE) Participation**

The requirement must be met with certified firms, §§ 28-62, 28-66, D.R.M.C., or through the demonstration of a sufficient good faith effort. §§ 28-60, 28-64, D.R.M.C. A proposed MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan), also known as a Utilization Plan, is required as part of the bid. DSBO's approval of the MWBE EDI Plan will be required prior to contract execution.

**MISCELLANEOUS:**

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

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

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

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

Publication Dates: March 8, 9, 10, 2023  
Published In: The Daily Journal

## **CITY AND COUNTY OF DENVER INSTRUCTIONS TO BIDDERS**

### **IB-1 INSTRUCTION TO BIDDERS**

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

### **IB-2 BIDDING**

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

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

Bid guarantee will be accepted electronically as part of the Bid packet submitted via QuestCDN. The bid guarantee must be received by the City within seven calendar days following the bid opening date to:

Department of Transportation and Infrastructure  
Attention: Contract Administration  
201 W. Colfax Ave. Dept. 614  
Denver, CO 80202

### **IB-3 CONTRACT DOCUMENTS AS PUBLISHED BY CITY**

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

### **IB-4 COMPLETING AND SIGNING THE BID FORMS**

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

For Bid Forms requiring unit price bids, the bidder shall enter in the Bid Worksheet spaces provided a unit price for each item for which a quantity is given.

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 to be visible via electronic format. Signatures of other persons may be acceptable if the bid contains sufficient evidence, satisfactory to the City in its sole discretion, to indicate that the other persons are authorized to bind the bidder.

**IB-5 UNACCEPTABLE BIDS**

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

**IB-6 INFORMAL AND UNBALANCED BIDS**

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

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

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

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

**IB-7 ONLY ONE BID ACCEPTED**

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

**IB-8 BID GUARANTEE**

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

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

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

the bid guarantee of the Apparent Low Bidder shall be returned. Such return shall be made within one hundred twenty (120) days from date bids are opened unless otherwise specified in the Special Contract Conditions.

#### **IB-9 SITE INSPECTION AND INVESTIGATIONS**

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

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

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

#### **IB-10 INCONSISTENCIES**

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

Information about the decision or interpretation made in response to any inquiry will be posted on [www.work4denver.com](http://www.work4denver.com). If the matter raised requires, in the sole discretion of the Manager, that an addendum to the bid documents be issued, such addendum will be published, and each bidder shall be required to acknowledge the addendum by signing and identifying it in the Bid Form when submitting the bid.

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

#### **IB-11 WITHDRAWAL OF BID**

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

Such request must be signed by the persons authorized to bind the bidder as defined in IB-4, **COMPLETING AND SIGNING THE BID FORMS**.



**IB-12 WEBSITE**

It shall be conclusively presumed that the bidder has, before submitting any bid, read and shall take full responsibility for all addenda, posted decisions, and other information relevant to the bid posted by the City on the [www.QuestCDN.com](http://www.QuestCDN.com) website.

**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 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 VIRTUAL BID OPENING**

Unless otherwise suspended, delayed or canceled by posted notice from the Manager, bid opening will occur via teleconference at the time designated in the Notice of Invitation for Bid.

**IB-16 EVALUATION OF BIDS AND BASIS OF BID SELECTION**

Bids will be evaluated after being read out loud on the date and at the time designated in the legal advertisement. All bids will be reviewed for responsiveness to the requirements of the Contract Documents and whether or not the bids contain irregularities which could give any bidder an unfair advantage.

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

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

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

**IB-17 NOTICE TO APPARENT LOW BIDDER**

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

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

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

#### **IB-18 EXECUTION OF CONTRACT**

The process of executing a contract requires action by both the apparent low bidder and the City. After the City notifies the Apparent Low Bidder, the successful bidder shall 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. The City will prepare the Contract Documents by incorporating all of the documents submitted by the Apparent Low Bidder into an executable contract, which the Apparent Low Bidder will sign electronically.

From here, all of the documents are forwarded to the City Attorney who will, if the insurance and bonding offered is acceptable and if all other elements of the Contract Documents are in order, recommend that the Manager and the Mayor approve the documents and, when required by the City Charter, prepare an ordinance for submittal to City Council authorizing the execution of the Contract. The City Attorney shall in all applicable instances submit the proposed contract and ordinance to City Council. After City Council approval, the Contract shall be reviewed by the City Attorney and routed for execution by the Mayor, the Clerk for attestation and the Auditor for countersignature and registration. When the total process of contract execution is complete, a Notice to Proceed will be issued and a single executed copy of the Contract will be delivered to the Contractor. Any work performed or a material purchased prior to the issuance of Notice to Proceed is at the Contractor's risk.

#### **IB-19 BONDING REQUIREMENTS**

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

**IB-20 INSURANCE REQUIREMENTS**

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

**IB-21 PERMITS AND LICENSES**

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

**IB-22 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM****City and County of Denver's MWBE Policy Statement**

The City and County of Denver's ("City") MWBE policy is to ensure nondiscrimination in the award and administration of the City's construction contracts, professional services contracts, and in the procurement of common goods and services. The awarded Contractor ("the Contractor") shall comply with and implement requirements of DSBO's MWBE Program in the award and administration of Subcontracts under any agreement resulting from this solicitation ("the Contract"). The Contractor shall not discriminate on the basis of race, color, religion, national origin, sex, age, or disability in the administration and performance of the Contract. The Contractor shall carry out applicable requirements of the DSBO Ordinance in the award and administration of its contracts as well as the flow down provisions of this MWBE Contract requirements to be incorporated in all MWBE subcontract agreements regardless of tier. It is the City's intention to create a level playing field on which MWBEs can compete fairly for City-funded contracts. Failure by the Contractor to comply with or implement these requirements may be a material breach of the Contract, which may result in the termination of the Contract or such other remedy as City deems appropriate. These legal remedies may include but are not limited to: withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding. The City's commitment to the MWBE Requirements is not intended to and shall not be used as a justification to discriminate against any qualified company or group of companies.

**City's Equity, Diversity, & Inclusion Values**

The City is committed to advancing its vision of equity, diversity, inclusion, and sustainability through growing the capacity of historically underutilized businesses, which include MWBE firms, providing significant contracting opportunities, and ensuring they benefit from said contracts.

**Counting MWBE Participation**

During performance, accounting of MWBE participation will be maintained for all of the on-call contract's purchase orders, task orders, and work orders, which participation will collectively be applied to the contract's overall MWBE participation attainment.

For a firm's performance to count toward meeting the MWBE requirement, they must be MWBE certified by the City on or before execution of Contractor/Consultant's agreement with the MWBE firm and must be certified in the NAICS code(s) that coincide with the scope(s) of work that they will be performing. In

instances of an MWBE Prime Contractor/Consultant, the MWBE Prime must be certified prior to executing their agreement with the City. DSBO maintains a MWBE Directory (“Directory”), which is a current listing of City-certified MWBEs and may be accessed via the DSBO website at <https://www.denvergov.org/dsbo>. Bidders are encouraged to use the Directory to assist in identifying MWBEs for the work and supplies required for the project. Bidders are reminded that changes may be made to the Directory at any time. MWBE certification or listing in the Directory is not a representation or warranty by the City regarding the qualifications of any listed MWBE.

In utilizing the participation of an MWBE supplier, the degree to which their participation counts towards satisfaction of the MWBE requirement varies. If materials or supplies are obtained from a MWBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies counts toward the requirement. Sixty percent (60%) of the value of the commercially useful function performed by MWBE regular dealers counts toward satisfaction of the requirement. Only the bona fide commissions earned by manufacturer representatives or brokers for their performance of a commercially useful function counts toward meeting the requirement. Therefore, Bidder must separate bona fide brokerage commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the requirement.

Should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the MWBE requirement percentage level submitted at time of bid submission deadline, on the base bid, will also apply to the selected alternates and must be maintained through the remaining term of the contract on the total contract amount, including any alternate work. Therefore, bidders are urged to consider participation in preparing bids for designated alternates.

### **MWBE Responsiveness Requirements**

Award of this project will be determined, in part, on Bidder’s commitment to strengthen the small, minority, and women-owned business community. Said commitment is shown through adherence to and thoughtful completion of the below-listed DSBO bid requirements, which are all conditions of responsiveness. Failure to submit a responsive bid constitutes cause for rejection thereof.

#### **1. Non-Competition**

Bidder shall not restrict an MWBE from providing sub-consulting or subcontracting quotations to other Bidders. Any Bidder who does so shall cause their bid to be rejected. §§ 28-59(f), 28-63(f), D.R.M.C.

#### **2. Joint Ventures**

If Bidder is participating in a joint venture with a certified MWBE firm, bidder must submit the firm’s Joint Venture Agreement to DSBO **at least 10 working days prior to the bid deadline**. The Joint Venture must be approved by DSBO.

A Joint Venture is an association of an MWBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital efforts, skills and knowledge, and in which the MWBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

DSBO will count a portion of the total dollar value of the joint venture contract toward the MWBE requirement equal to the distinct, clearly defined portion of the work that the MWBE performs with its own forces in a NAICS code in which the firm is MWBE certified. The joint venture agreement MUST specify the services, dollar value, reporting structure, and details of the MWBE's performance requirements associated with their percent of the joint venture ownership.

### **3. Commitment to MWBE Participation**

Bidder shall include with their bid a completed DSBO form, entitled "Commitment to MWBE Participation," stating their committed MWBE participation percent on this project. The committed participation level will be inserted into any resulting contract and the Contractor/Consultant must comply with that committed participation amount during the term of the contract.

### **4. Good Faith Effort**

If Bidder cannot meet the MWBE requirement established by DSBO or is able to only meet part of the requirement, they shall furnish to DSBO, with their bid, a comprehensive statement of their good faith efforts to meet the requirement, along with supporting documentation demonstrative thereof. This means that the bidder must show that it took all necessary and reasonable steps to achieve a MWBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MWBE participation, even if they were not fully successful.

The statement of good faith efforts should address each of the categories outlined in the DSBO Ordinance, §§ 28-60, 28-64, D.R.M.C., and any additional criteria established by rule or regulation. As part of their good faith efforts, Bidders are encouraged to solicit the support and assistance of DSBO by contacting the procuring agency's Contract Administrator (CA) with specific questions; the CA will coordinate with DSBO to reply thereto. All good faith efforts information must be complete, accurate, adequately documented, and submitted with the bid. Good faith efforts must be demonstrated to be substantive and not merely for formalistic compliance with the DSBO Ordinance.

To award a contract to a bidder that has failed to meet the MWBE requirement, DSBO will determine whether Bidder made good faith efforts to actively, effectively, and aggressively seek MWBEs to meet the MWBE requirement prior to bid submission, which determination shall include consideration of Bidder's MWBE-EDI-Plan strategies to meet their MWBE participation commitment. Failure of Bidder to show good faith efforts shall render their bid ineligible for further consideration.

### **5. MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan)**

A proposed MWBE EDI Plan is required to be included with bid unless bidder is submitting documentation of a good faith effort that states that they can only meet 0% of the MWBE requirement. The MWBE EDI Plan details Bidder's approach and strategy to equity, diversity, and inclusion in the operation of their business as well as the overall administration of the MWBE Program requirements, including expectations for their lower tier MWBE Contractors.

The City will review Bidder's MWBE EDI Plan as part of the bid-evaluation criteria. To meet the minimum responsiveness requirements for the proposed MWBE EDI Plan, bidder must submit with their bid a separate document titled, "MWBE EDI Plan," wherein each MWBE

EDI Plan category is meaningfully addresses in its own enumerated section of the plan. See the below subsections 5.A-5.H for the eight MWBE EDI Plan categories.

Contract execution will be conditioned upon a DSBO-approved MWBE EDI Plan, unless DSBO has determined that Bidder made a 0%-participation good faith effort. Upon approval by DSBO of the MWBE EDI Plan, the proposed MWBE EDI Plan shall be referred to as the "Approved MWBE EDI Plan." Thereafter, the Contractor may be required to prepare and submit to DSBO an updated MWBE EDI Plan, on a minimum of an annual basis, for DSBO approval throughout the term of the contract.

Bidder's MWBE EDI Plan shall include, but is not limited to:

- A. An MWBE Coordinator. Identify a MWBE Coordinator that will have direct and independent access to DSBO, the project manager and/or chief operating officer. This coordinator should be identified as one of the contractor's key personnel and submitted with the bid package. This Coordinator will manage MWBE requirements for the Program including meeting and compliance with the reporting requirements. The Coordinator shall identify key personnel and their duties as it relates to escalation matters, the execution of the project, and certified business relations. The Coordinator as well as key personnel shall attend DSBO meetings (compliance meetings, DEEC, etc). The Coordinator will also manage outreach and development efforts to MWBE businesses to improve subconsulting/subcontracting opportunities and assist in the administration of the MWBE EDI Plan. Please elaborate on experience the MWBE Coordinator has related to: experience managing established subconsulting/subcontracting requirements. Experience should indicate success meeting local requirements and compliance with reporting requirements; experience managing outreach and development efforts to small and local businesses to improve subconsulting/subcontracting opportunities.
- B. MWBE Utilization Strategies. Indicate the anticipated work for MWBEs, estimated value of that work, and anticipated timeframe subcontracts will be signed with MWBEs. Describe the strategies and tactics Bidder will use to increase the participation of new and existing MWBE businesses in contracting opportunities.
- C. Technical Assistance and Support Services. Describe the assistance and/or guidance that Bidder will provide to MWBE businesses that helps move this next generation of MWBE businesses forward. This assistance and guidance could include technical, financial, or support services to the MWBE businesses that allows them to have meaningful participation on this or other contracts with Bidder or other business partners. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance assistance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.
- D. Procurement Process. Describe Bidder's procurement process (including policies and procedures) and provide details on the principles that will be used throughout the

process to remove barriers in an effort to promote equity and how you ensure that the MWBE program requirements flow down to all tiers of subcontractor and subconsultant agreements. Indicate as project is designed/details known, how anticipated work will evolve into signed subcontracts with MWBEs and how required MWBE flow down provisions will be included.

- E. **Communication and Vendor Management.** Describe the communication strategies and assistance Bidder will use with MWBE businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, document control, and dispute resolution.
- F. **Past Performance.** Provide examples where Bidder has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe Bidder's efforts and initiatives towards MWBE mentorship development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how Bidder has promoted these values to both businesses and communities that they serve. Describe times when Bidder has been successful in promoting the participation of MWBE businesses and any assistance provided to the MWBE businesses that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with an MWBE firm (i.e., joint venture, performing as a subcontractor to an MWBE etc.), technical assistance, access to capital platforms and community outreach.
- G. **Bidder's Culture.** Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.
- H. **Future Initiatives.** Provide a roadmap of the work Bidder intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices Bidder intends to use in MWBE mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Bidder has made to promote these values to both businesses and communities that they serve.

## **6. Authority**

The DSBO Ordinance and rules and regulations promulgated pursuant thereto apply to this project and are incorporated into these solicitation documents by reference. Compliance with

those, and any additional requirement contained herein, are conditions of responsiveness. The DSBO Ordinance, its accompanying rules and regulations, and additional MWBE guidance are available here: <https://www.denvergov.org/dsbo>. Bidder is encouraged to contact the procuring agency with specific questions related to compliance therewith, who will coordinate with DSBO to reply to Bidder's questions.

#### **IB-23 PAYMENT OF CITY MINIMUM WAGE**

Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections.

Instances in which a worker is covered by both Prevailing Wage rate requirements and City Minimum Wage rate requirements, Contractor shall pay every covered worker the greater of the two.

The services being requested in this solicitation may involve services that are covered pursuant to Division 3.75 of Article IV of Chapter 20 of the Denver Revised Municipal Code ("D.R.M.C."), which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Contractor agrees that any contract with the City shall include a requirement that Contractor will comply with the provisions of D.R.M.C. §§20-82 through 20-84, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the Contract. Additionally, Contractor agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

#### **IB-24 TAX REQUIREMENTS**

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

Sales and Use Tax. The City of Denver imposes consumer use tax on all construction and building materials used on any construction project located in Denver. Denver does not exempt governmental or charitable projects.

It is the responsibility of the Contractor and its subcontractors to apply to the Colorado Department of Revenue ("CDOR") for a certificate, or certificates, of exemption indicating that their purchase of construction or building materials is for a public project, and to deliver to the City copies of such applications as soon as possible after approval by the CDOR. Bidders shall include Denver sales/use tax, Occupational Privilege taxes, and shall not include in their bid amounts the exempt state, RTD, and Cultural Facilities District Sales and Use Taxes.

Denver Occupational Privilege Tax. Any employee working for a contractor, or a subcontractor, who earns \$500 or more working in Denver during a calendar month, is subject to the payment of the Employee Occupational Privilege Tax. The Contractor and any subcontractor must pay the Business Occupational Privilege Tax for each of its employees who are subject to such tax.

#### **IB-25 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS**

Effective January 4, 2016, the method in which City collects Diversity and Inclusiveness data has changed from a physical form to a link where all prospective bidders must enter required information. Each bidder shall, **as a condition of responsiveness to this solicitation**, complete and submit via the link below, their response to the "Diversity and Inclusiveness in City Solicitations Information Request Form". Include a



copy of the completed form with your Bid Form Package in QuestCDN. [Diversity and Inclusiveness\\* in City Solicitations Information Request Form \(openforms.com\)](#).

The information provided on the “Diversity and Inclusiveness in City Solicitations Information Request Form” will provide an opportunity for City contractors to describe their own diversity and inclusiveness practices. Contractors are not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor’s current practices, if any.

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

Executive Order 101 is available for review at [www.denvergov.org/content/denvergov/en/executive-orders.html](http://www.denvergov.org/content/denvergov/en/executive-orders.html).

**IB-26 RESERVED**

**IB-27 DISCLOSURE OF INFORMATION**

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

**IB-28 GENERAL BIDDING INFORMATION**

Bidders are instructed to contact the Contract Administrator designated below for this Project for pre-bid, post-bid and general City bidding information. Bidders can also visit [www.work4denver.com](http://www.work4denver.com) for information, both general and project specific. The Contract Administrator assigned to this project is **Michele Foust** who can be reached via email at [doti.procurement@denvergov.org](mailto:doti.procurement@denvergov.org).

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**IB-29 PAYMENT PROCEDURE REQUIREMENTS**

**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 all first tier subcontractors and suppliers and further record payment to all certified subcontractors or suppliers that are listed for participation towards any assigned program goal. 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 on the Bid Worksheet. **The Textura Fee for this project is set at \$5,850.00.** The fee is all inclusive of all subcontractor, project and subscription fees associated with Textura. 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.

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**RULES AND REGULATIONS  
REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

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

**RULE I  
DEFINITIONS**

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

Revised: 10/19/93

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**RULE II**  
**NOTICE OF HEARING**

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

**RULE III**  
**HEARING**

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

**REGULATIONS**

**REGULATION NO. 1.**      **ORDINANCE:** The Rules and Regulations of the Manager shall be inserted in the bidding specifications for every contract for which bidding is required.

**REGULATION NO. 2.**      **EXEMPTIONS:** Each contract and subcontract, regardless of dollar amount, shall be subject to affirmative action requirements unless specifically exempted in writing individually by the Manager. Exemptions apply only to "affirmative action" in equal employment opportunity, and are not to be construed as condonation in any manner of "discrimination" or "discriminatory practices" in employment because of race, color, creed, sex, age, national origin, religion, marital status, political opinion or mental or physical handicap.

Revised: 10/19/93

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**REGULATION NO. 3. DIRECTOR OF CONTRACT COMPLIANCE:** The Director of the Mayor's Office of Contract Compliance shall perform the duties assigned to such official by Article III, Division 2 of Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Mayor's Office of Contract Compliance 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 Mayor's Office of Contract Compliance; 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 Mayor's Office of Contract Compliance shall promptly report apparent affirmative action deficiencies to the Manager.

**REGULATION NO. 4. GOALS AND TIMETABLES:** In general, goals and timetables should take into account anticipated vacancies and the availability of skills in the market place from which employees should be drawn. In addition, where discrimination in employment by a general contractor or any of his subcontractors is indicated, a corrective action program will take into account the need by the general contractor and his subcontractors to correct past discriminatory practices and reach goals of minority manpower utilization on a timely basis through such recruiting and advertising efforts as are necessary and appropriate.

**REGULATION NO. 5. AWARD OF CONTRACTS:** It shall be the responsibility of the Director of the Mayor's Office of Contract Compliance to determine the affirmative action capability of bidders, contractors and subcontractors and to recommend to the Manager the award of contracts to those bidders, contractors and subcontractors and suppliers who demonstrate the ability and willingness to comply with the terms of their contract.

**REGULATION NO. 6. PUBLICATION AND DUPLICATION:** Copies of these Rules and Regulations as amended by the Manager from time to time, shall as soon as practicable and after Notice being published will be made a part of all City Contracts.

**REGULATION NO. 7. NOTICE TO PROCEED:** Prior to issuance of Notice to Proceed a sign-off will be required of the Director of the Mayor's Office of Contract Compliance or his designee.

**REGULATION NO. 8. CONTRACTS WITH SUBCONTRACTORS:** To the greatest extent possible the contractor shall make a good faith effort to contract with minority contractors, subcontractors and suppliers for services and supplies by taking affirmative actions which include but are not limited to the following:

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

Revised: 10/19/93

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**REGULATION NO. 9. AGENCY REFERRALS:** it shall be no excuse that the union with which the contractor or subcontractor has an agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

**REGULATION NO. 10. CLAUSES:** The Manager shall include the appropriate clauses in every contract and the contractor shall cause to be inserted in every subcontract the appropriate clauses:

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

All amendments to the appendices shall be included by reference.

**REGULATION NO. 11. SHOW CAUSE NOTICES:** When the Manager has reasonable cause to believe that a contractor has violated Article III, Division 2 of Chapter 28 of the Revised Municipal Code, he may issue a notice requiring the contractor to show cause, within fifteen days why enforcement procedures, or other appropriate action to insure compliance, should not be instituted.

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

1. **APPENDIX E:**

The Bid Conditions-Affirmative Action Requirements-Equal Employment Opportunity as amended and published by the U.S. Department of Labor, Employment Standards Administration, Office of Federal Contract Compliance, shall be inserted verbatim for bidding specification for every non-exempt contract involving the use of Federal funds.

2. **APPENDIX F:**

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

Revised: 04/12/91

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## APPENDIX A

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

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

Revised: 09/28/90

EEO-A1

7. The contractor will include Regulation 12 Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless, exempted by rules, regulations, or orders of the Manager issued pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, so that such provisions will be binding upon each subcontractor or suppliers. 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, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who has not demonstrated eligibility for, City contracts.

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

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

**SUBCONTRACTS:** Each prime contractor or subcontractor shall include the equal opportunity clause in each of its subcontracts.

Revised: 10/02/90

EEO-A2



**APPENDIX F**

**BID CONDITIONS**

**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.

MICHAEL D. MUSGRAVE  
Manager of Public Works  
City and County of Denver

Revised: 10/19/93

EEO-F1

A. **REQUIREMENTS --AN AFFIRMATIVE ACTION PLAN:**

Contractors shall be subject to the provisions and requirements of these bid conditions including the goals and timetables for minority' and female utilization, and specific affirmative action steps set forth by the 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.

1. **GOALS AND TIMETABLES:**

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

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

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).

<sup>1</sup>"Minority" is defined as including, Blacks, Spanish Surname Americans, Asian-Americans, and American Indians, and includes both men and Minority women.

Revised: 10/02/90

EEO-F2

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.

2. **SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

Revised: 11/12/82

EEO-F3

- a. The contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.
  
- b. The contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, the reasons. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the contractor, the file should have documented this and their reasons.
  
- c. The contractor should have promptly notified the Department of Public Works, and Mayor's Office of Contract Compliance when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority or female sent by the contractor, or when the contractor has other information that the union referral process has impeded efforts to meet its goals.
  
- d. The contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority and female employees.

Revised: 10/19/93

EEO-F4

- e. The contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.
- f. The contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority and female organizations, schools with substantial minority and female enrollment, and minority and female recruitment and training organizations within the contractor's recruitment area.
- g. The contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.
- h. The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- i. The contractor should have made certain that all facilities are not segregated by race.
- j. The contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional

Revised: 10/19/93

EEO-F5

opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

k. The contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid conditions, including circulation of minority and female contractor associations.

**NOTE:** The Director and the Mayor's Office of Contract Compliance will provide technical assistance on questions pertaining to minority and female recruitment sources, minority and female community organizations, and minority and female news media upon receipt of a request for assistance from a contractor.

3. **NON-DISCRIMINATION:** In no event may a contractor utilize the goals and affirmative action steps required in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex, marital status, national origin, age, mental or physical handicap, political opinion or affiliation.
  
4. **COMPLIANCE AND ENFORCEMENT:** In all cases, the compliance of a contractor will be determined in accordance with its obligations under the terms of these Bid Conditions. All contractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority and female employment and training.

Revised: 10/19/93

EEO-F6

A. **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, Chapter 28 of the Revised Municipal Code, the implementing regulations and its obligations under these Bid Conditions. In the event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the contracting or administering agency otherwise determines that the contractor is violating the Equal Opportunity Clause.

1. Where the Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article III, Division 2, Chapter 28 of the Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in these Bid Conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.
  
2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article III, Division 2, Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".

Revised: 09/26/90

EEO-F7

3. The Mayor's Office of Contract Compliance shall review the contractor's employment practices during the performance of the contract. If the Mayor's Office of Contract Compliance determines that the contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

B. **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, 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.

Revised: 10/19/93

EEO-F8



C. **General Requirements**

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

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.
  
2. The contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.

Revised: 04/12/91

EEO-F9

3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.
  
4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.
  
5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, City and County Building, Room 379, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

Revised: 04/12/91

EEO-F10

**CITY AND COUNTY OF DENVER  
CONTRACT NO. 202366828**

**2023 DIRECTIONAL BORING MASTER ON-CALL**

**CONTRACT**

**THIS CONTRACT AND AGREEMENT**, made and entered into by and between the City and County of Denver, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," party of the first part, and contractor listed below, hereinafter referred to as the "Contractor," party of the second part,

**JACOBS INVESTMENTS, LLC dba Colorado Boring Co.  
3813 Canal Dr.  
Fort Collins, CO 80524**

**WITNESSETH**, commencing on **March 8, 2023**, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

<p><b>CONTRACT NO. 202366828</b></p> <p><b>2023 DIRECTIONAL BORING MASTER ON-CALL</b></p>
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**WHEREAS**, bids pursuant to said advertisement have been received by the Manager of the Department of Transportation and Infrastructure, who has recommended that a Contract for said work be made and entered into with the above-named Contractor who was the lowest, responsive, qualified bidder therefore, and

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

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

**1. CONTRACT DOCUMENTS**

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

*Advertisement of Notice of Invitation for Bids*  
*Instructions to Bidders*  
*Commitment to M/WBE Participation*  
*Article III, Division 1 and 3 of Chapter 28, D.R.M.C.*  
*Bid Bond*  
*Addenda (as applicable)*  
*Equal Employment Opportunity Provisions (Appendix A and Appendix F)*  
*Bid Form*  
*Contract Form*

*General Contract Conditions*  
*Special Contract Conditions*  
*Performance and Payment Bond*  
*Notice to Apparent Low Bidder*  
*Notice to Proceed*  
*Contractor's Certification of Payment Form*  
*Final/Partial Release and Certificate of Payment*  
*Certificate of Contract Release*  
*Change Orders (as applicable)*  
*Federal Requirements (as applicable)*  
*Prevailing Wage Rate Schedule(s)*  
*Technical Specifications*  
*Contract Drawings*  
*Authorized Work Orders (including proposal pricing requests and attachments, pricing proposals and any clarifications or modifications)*

**2. SCOPE OF WORK**

The Work contemplated hereunder shall generally consist of all work, including labor, materials, supplies and equipment, necessary to satisfactorily complete, as yet to be identified, discrete projects on transportation facilities located within the City and County of Denver (the "Projects"). The Project Work will include projects as described in each work order.

In order to establish a competitive bidding environment for bidders seeking to perform this Work, the City devised a representative scope of services comprised of work items and units which the City anticipated the successful bidder may be required to perform on the various projects to which the contractor is assigned during the term of this Contract. Each bidder provided a unit price for each representative work item, at the units provided.

The manner in which the projects will be identified and assigned will be as follows:

1. Individual projects will be identified and their specific scope of Work will be explained in detail on drawings and supplemental specifications issued to the contractor in the form of a Proposal Pricing Request.
2. The Contractor will thoroughly review the scope of Work and provide a price (in the format provided by the City) and a project schedule responsive to each Proposal Request. The bid unit prices must be used for all work that corresponds with the unit price descriptions. Work elements that are not covered by any unit prices shall be priced with using the format and cost categories for labor, material and equipment specified herein. For additional information relating to preparation of Proposal Request pricing refer to Special Contract Conditions.
3. Prior to submitting a price, the contractor shall inspect the work site and its surroundings. Although the contractor 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 contractor 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 scope of Work to be done, were prepared on the basis of interpretation by the design professionals of information derived from investigations of the work site. Such information and data are subject to sampling errors, and the interpretation of the information and data depends to a degree on the judgment of the design professional. In view of this,

the bidder is invited to make such additional investigations as the bidder's judgment dictates the need for such investigations. Information about the degree of difficulty of the scope of Work to be done cannot totally be derived from either the Drawings and Technical Specifications or from the Manager or his representatives.

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

4. Upon receipt of the Proposal Request pricing worksheet from the Contractor, negotiation of non-unit price items and agreement on the total price, schedule and any other specific requirements for the requested scope of Work, a Work Order for the specific project will be issued by the City authorizing the Work under the terms and conditions set forth therein and encumbering funds for such Work.
5. Upon receipt of a Work Order Notice to Proceed, the Contractor shall have ten (10) consecutive calendar days to commence the work.
6. During the course of the Work on each Work Order, the Contractor shall submit regular pay applications. The City shall issue payment for Work completed in accordance with the terms and conditions of the Contract Documents.
7. If additions, deletions or other modifications to the scope of Work is required or desired by the City on a particular project authorized by Work Order, a Work Order Change will be issued based on pricing prepared in the same manner as a Proposal Request and under the terms and conditions for issuance of a Change Order under the General Contract Conditions. The Work Order Change will identify any increase or decrease in the cost, change in the period of performance and any other modifications to the performance requirements for that particular Work Order.
8. Upon satisfactory completion and final acceptance of each Work Order, a Certificate of Contract Release will be issued and final payment for the Work Order will be made.
9. It is possible that more than one Work Order may be issued and under construction at the same time.

The Contractor agrees to price all Work described in any Proposal Pricing Request issued hereunder, in accordance with the unit price bids for covered items and the terms and conditions contained herein and further 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 in any Work Order issued by the City in accordance with the terms and conditions set forth herein.

### 3. **TERMS OF PERFORMANCE**

For any Proposal Pricing Request submitted to the Contractor by the City for pricing, the Contractor agrees to review and, in good faith, submit comprehensive prices for each such Request within fourteen (14) consecutive calendar days of the date of issuance of such Request. In the event the City elects, at its sole discretion, to issue a Work Order pursuant to such a Request, the Contractor agrees to undertake the performance of the specified Work within ten (10) consecutive calendar days of the issuance of a Notice to Proceed for the referenced Work Order. The Contractor agrees to satisfactorily perform and complete all Work or effort required to complete the Work described in each issued Work Order within the period of performance specified in the Work Order and Notice to Proceed, plus such extensions of time as may be granted by the Manager in accordance with the provisions of the General Contract Conditions and Special Contract Conditions incorporated herein.

**4. TERMS OF PAYMENT**

The City agrees to pay the Contractor for the performance of all of the Work required under each authorized Work Order in accordance with the General Contract Conditions and Special Contract Conditions. In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed the maximum contract amount specified herein.

**5. NO DISCRIMINATION IN EMPLOYMENT**

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

**6. COMPLIANCE WITH M/WBE REQUIREMENT**

**Minority and Women-Owned Business Enterprise Requirements**

- (a) Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract requirement for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is **6%**.
- (b) Under § 28-68, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through change order, contract amendment, force account, or other modification under § 28-70, D.R.M.C. The Contractor acknowledges that:
  - (1) If directed by DSBO, the Contractor is required to develop and comply with a MWBE EDI Plan, also known as a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.
  - (2) If change orders or any other contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
  - (3) If change orders or other amendments or modifications are issued under the contract that include an increase in the scope of work of this Agreement, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be promptly submitted to DSBO for notification purposes.
  - (4) Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original overall contract requirement. The Contractor shall

satisfy the requirement with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Contractor shall supply to the DSBO Director all required documentation under §§ 28-60, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.

- (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-72, D.R.M.C. regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- (6) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.
- (7) Should any questions arise regarding specific circumstances, the Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

## 7. **WAGE RATE REQUIREMENTS**

In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of **Prevailing Wages Ordinance**, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto as well as the City's **Minimum Wage Protections** Sections 20-82 through 20-84 D.R.M.C. and any determinations made by the City pursuant thereto. In the event a covered worker falls under both ordinances, Contractor shall pay the greater of the two rates.

## 8. **APPLICABILITY OF LAWS**

The Agreement between the Contractor and the City shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by, and interpreted and construed by or in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders, Health 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. Without limiting the generality of the foregoing, the Contractor shall comply with any and all applicable public emergency or public health orders issued by any federal, state, municipal or local governmental entity, or any department or agency thereof, including the Colorado Department of Public Health & Environment (CDPHE) and the Denver Department of Public Health & Environment (DDPHE).

## 9. **APPROPRIATION**

As of the date of this Contract, Zero Dollars (\$0.00) have been appropriated and encumbered for this Contract. The Contractor is hereby notified pursuant to Section 24-91-103.6(7)(a) of the Colorado Revised Statutes that the City intends to encumber funds on a Work Order by Work Order basis. Receipt of a fully executed Work Order is the written notice that funds have been appropriated and encumbered. The issuance of any Work Order 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 Work Order is expressly prohibited. In no event shall the issuance of any Work Order 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 Executive Director 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. [RESERVED]**

**11. ASSIGNMENT**

The Contractor shall not assign any of its rights, benefits, obligations or duties under this Contract except upon the prior written consent and approval of the Manager to such assignment.

**12. DISPUTE RESOLUTION PROCESS**

It is the express intention of the parties to this Contract that all disputes of any nature whatsoever regarding the Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, D.R.M.C., or, as applicable, Section 28-33 D.R.M.C. for Minority/Women Business Enterprise disputes. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or suppliers.

**13. CONTRACT BINDING**

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

**14. PARAGRAPH HEADINGS**

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

**15. SEVERABILITY**

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

**16. TERM OF PERFORMANCE**

The Agreement will commence upon execution and expires three (3) years from date of contract execution unless sooner terminated upon final completion of the Project(s).

**17. MAXIMUM CONTRACT AMOUNT AND TERM**

The maximum Contract Amount to be paid by the City to the Contractor for all Work performed under this Contract shall in no event exceed the sum of **Two Million Seven Hundred Fifty-Eight Thousand Nine Hundred Sixty-Four Dollars and Fifty Cents (\$2,758,964.50)**



unless this Contract is modified to increase said amount by a duly authorized, written contract amendment mutually agreeable to and executed by the parties hereto. Any work order issued prior to the expiration of the term shall be performed to completion, even if such performance extends beyond the expiration date and the term of the contract shall be extended to accommodate completion of all outstanding work orders. Additionally, the contract may be extended by a mutually agreeable contract amendment initiated at the sole discretion of the City. Each project will be assigned and authorized separately.

**18. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**

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

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**Contract Control Number:** DOTI-202366828-00  
**Contractor Name:** JACOBS INVESTMENTS, LLC

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

DOTI-202366828-00  
JACOBS INVESTMENTS, LLC

DocuSigned by:  
*Jon Jacobs*  
72C748965EDF42C...

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

Jon Jacobs

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

(please print)

Title: Managing Membe

(please print)

ATTEST: [if required]

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

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

(please print)

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

(please print)

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**CITY AND COUNTY OF DENVER**  
**SPECIAL CONTRACT CONDITIONS**

**SC-1 CONSTRUCTION SPECIFICATIONS**

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

City and County of Denver:

*Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS,*  
(2011 Edition)

*Transportation Standards and Details for the Engineering Division*

*City and County of Denver Traffic Standard Drawings*

*Wastewater Capital Projects Management*

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

Colorado Department of Transportation:

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

Federal Highway Administration:

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

Building & Fire Codes:

*Building Code of the City and County of Denver*

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

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

*National Fire Protection Association Standards*

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

The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available at:

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

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

The “*Colorado Department of Transportation Standard Specifications for Road and Bridge Construction*” is available for review on CDOT’s website at:

<https://www.codot.gov/business/designsupport/cdot-construction-specifications/2021-construction-specifications/2021-specs-book>.

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

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

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

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

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

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

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

**SC-4 DEPUTY MANAGER / CITY ENGINEER**

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

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

**SC-5 PROJECT DELIVERY ADMINISTRATION / CITY ENGINEER**

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

**SC-6 CITY DELEGATION OF AUTHORITY**

With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the

responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The City Engineer shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

**Department of Transportation and Infrastructure:**

Project Manager  
David DiGiacomo

Telephone  
720-865-3166

**SC-7 PREVAILING WAGES**

General Contract Condition 1003 RATE AND FREQUENCY OF WAGES PAID (.2), is hereby deleted in its entirety and replaced with the following:

(.2) Weekly, the Contractor and all of its Subcontractors shall pay all workers, mechanics, and laborers according to the rates and classifications established in the Contract Documents. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future changes in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Except as provided below, in no event shall any increases in prevailing wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the city, and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the city. Notwithstanding the foregoing, the city may determine and may expressly provide in the context of specific agreements that the city will reimburse the contractor at the increased prevailing wage rate(s).

Date bid or proposal issuance was advertised **March 8, 2023**.

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

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

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

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

**SC-8 LIQUIDATED DAMAGES**

The Contract Time, as that term is defined under the General Conditions, shall be separately set out in each Work Order. Should the Contractor fail to complete all Work within the Contract Time allocated under that Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages on that Project, and not as a penalty, at the rate of **\$500.00** for each Day that the Contractor exceeds the completion date in the executed work order, all in accordance with provisions of General Contract

Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES, unless a greater or lesser amount is provided for in the authorized Work Order.

If the Contractor fails to commence work within ten (10) consecutive calendar days of the date of issuance of a Notice to Proceed for a referenced Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the liquidated damages rate specified in the fully executed Work Order, for each consecutive calendar day after the expiration of the initial ten (10) day period after issuance of a Notice to Proceed that the Contractor fails to commence work on a fully executed Work Order issued by the City, all in accordance with provisions of General Contract Condition 602.

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

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

#### SC-9 SUBCONTRACTS

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

#### SC-10 PAYMENTS TO CONTRACTORS

Title 9 of the General Conditions shall apply to this contract as supplemented by the following with respect to any Work Order issued hereunder, the terms and conditions of Title 9 shall apply to each Work Order as if such Work Order were a separate Contract. The applications 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 (“Textura”) for this Project to request payment from the City and to pay all first tier subcontractors and suppliers and further record payment to all certified subcontractors or suppliers that are listed for participation towards any assigned program goal. Contractor further agrees that, to the fullest extent possible within Textura, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through Textura, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees it will activate any available settings within Textura necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Department of Transportation and Infrastructure	David DiGiacomo	720-865-3166

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

1. The estimate of Work completed, based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.

2. Each and every independent subcontractor's payroll information including pay dates and pay amounts.
3. Prior to submitting each payment application, submit information required by General Contract Condition 1004, REPORTING WAGES PAID to the Auditor and other appropriate officials of the City.
4. Starting with the second payment application, each payment application shall be accompanied by a complete and accurate Contractors' Certification of Payment Form (CCP), listing all requested information for first tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned program goal.

The forms, Final Release and Certificate of Payment (Prime) and the Contractor's Certification of Payment (CCP), are generated within the Textura CPM system; the contractor is expected to plan quality assurance activities and perform quality control reviews for the information entered into the Textura CPM system. The contractor is responsible for the accuracy of the information provided within each completed CCP.

Title 20, 2003 Final Settlement, section .2, item F is modified to read as follows:

F. At time of request for final payment, Contractor shall submit a complete and final, unconditional waiver or release of any and all lien and claim rights for all labor, equipment, and material used or furnished to complete the Work in the form and format generated within the Textura CPM system. Contractor shall also return an executed Certificate of Contract Release (below), upon request from the City.

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**SC-11 CONTRACT FORMS**

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

1. Performance and Payment Bond (Sample)
2. Performance and Payment Bond Surety Authorization Letter (Sample)
3. Contractor's Certification of Payment (Sample)
4. Final/Partial Release and Certificate of Payment Form (Sample)
5. Notice to Apparent Low Bidder (Sample)
6. Notice to Proceed (Sample)
7. Certificate of Contract Release (Sample)

**SC-12 CONSTRUCTION INSPECTION BY THE CITY**

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

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

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

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

**SC-13 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS**

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., bidders will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site ("DADS") for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the bidder shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances

and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-101(6), as amended from time to time, and includes construction debris, soil and asbestos. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

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

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

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

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

**SC-16 ATTORNEY'S FEES**

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

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

**SC-17 INSURANCE**

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

**(1) General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, during any warranty period, and for eight (8) years after the 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 require 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. 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 may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance.



The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

**(4) Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability, Contractor's insurer shall waive subrogation rights against the City.

**(5) Subcontractors:** All subconsultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein. Contractor shall require all of its subcontractors and subconsultants of any tier to provide insurance coverage in types and amounts required by the Contractor, but in amounts of at least \$1,000,000 Commercial General Liability, Business Auto Liability insurance of \$1,000,000 combined single limit, statutory Workers' Compensation coverage, and \$1,000,000 professional liability for any subcontractor performing design or engineering work. Contractor agrees to provide proof of insurance for all such subcontractors, subconsultants, independent contractors, suppliers or other entities upon request by the City.

**(6) Workers' Compensation and 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.

**(7) Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

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

**(9) Builder's Risk or Installation Floater:** Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The City and County of Denver, Contractor, and subcontractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the City.

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

**(11) Additional Provisions:**

(a) For claims-made coverage:

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.

(b) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

#### **SC-18 GREENPRINT DENVER**

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.

This form can be found at:

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

#### **SC-19 RESERVED**

#### **SC-20 DEFENSE AND INDEMNIFICATION**

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

- (a) To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor’s agents, representatives, subcontractors, or suppliers (“Claims”). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.
- (a) Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.
- (b) Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
- (c) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- (d) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**SC-21 CONSTRUCTION SURVEYS**

Hereby Replaces General Contract Condition 318 General Contract Condition 318 CONSTRUCTION SURVEYS is hereby deleted in its entirety and replaced with the following:

The City does not take responsibility for the accuracy of any survey data provided by the City. The Contractor must establish and validate the accuracy of all survey data and ensure that all elements of the Work are correctly located. The Contractor must accurately determine and transfer the survey control information to the points of application to ensure that all elements of the Work are correctly located.

Any Work that the Contractor begins before confirming the reference points may be rejected. Should any reference points be obliterated or dislodged by operations that the Contractor controls, the Contractor will replace them subject to consultation with and approval by the Project Manager.

**SC-22 PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS**

Hereby Replaces General Contract Condition 319 General Contract Condition 319 PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS is hereby deleted in its entirety and replaced with the following:

Throughout the City there exists an extensive system of benchmarks and monuments installed for the purpose of maintaining a land survey control grid. Prior to the commencement of work on the Project, the Contractor shall tie out each existing survey monument and benchmark so that it can be reestablished after completion of the Work should it be damaged. The Contractor shall maintain all ties during construction. The Contractor shall reset and rehabilitate all survey monuments and benchmarks that existed prior to construction, but that were damaged or destroyed during construction, in accordance with City and State requirements at no cost to the City.

**SC-23 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS.** The Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City’s barring the Contractor from City facilities or participating in City operations.

**SC-24 Title 311 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT** is hereby deleted in its entirety ~~and replaced with the following:~~

~~**311 NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**~~

~~**1.1.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).~~

~~**1.2.** The Contractor certifies that:~~

~~**1.2.1.** At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.~~

~~**1.2.2.** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.~~

~~**1.2.3.** It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.~~

~~**1.2.4.** It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including,~~

~~by way of example, all program requirements related to employee notification and preservation of employee rights.~~

~~1.2.5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.~~

~~1.2.6. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.~~

~~1.3. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.~~

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**ON-CALL SPECIFIC SPECIAL CONDITIONS:****SC-25 PERFORMANCE OF WORK, AS DIRECTED BY THE CITY**

Titles 1 and 3 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

As described elsewhere in the Contract documents, this Contract contemplates performance of services Work by the Contractor on a variety of, as yet to be identified, City construction and demolition Projects on an “as needed” or “on call” bases. Under the terms of this Contract, the City, in its sole discretion, will determine the extent and nature and also specific terms and conditions of each Work scope it requires the Contractor to. Nothing contained herein, however, shall be construed by the Contractor as promise or guarantee of any minimum amount of Work or compensation hereunder.

In the event the City elects to direct the Contractor to perform hereunder, the process by which both a specific Work scope and specific performance terms or conditions will be established prior to commencement of such work shall be as follows:

1. The City will identify a Work scope for the Contractor to perform and will issue to the Contractor a Proposal Pricing Request (in the format provided herein) containing, at a minimum, a detailed Work description, drawings, plans, specifications, the specific terms and conditions under which such Work must be performed and other pertinent materials.
2. In accordance with the terms and conditions of this Contract, the Contractor will review each Request and provide a price (in the Proposal Request Pricing Worksheet format provided herein) and a project schedule responsive to each Proposal Pricing Request. In preparing its price, the Contractor shall include all bid unit prices for any Work that corresponds with any unit price description. Work elements that are not covered by any unit prices shall be priced using the format and cost categories for labor, material and equipment specified herein.
3. Upon receipt of the completed and fully executed Proposal Request Pricing Worksheet from the Contractor, negotiation of non-unit price items and agreement on the total price, schedule and any other specific requirements for the requested scope of Work, a Work Order (in the format provided for herein) for the Work will be issued by the City authorizing the Work under the terms and conditions set forth Work Order and attachments and encumbering funds for the performance of such Work.
4. Upon receipt of the fully executed Work Order and a Work Order Notice to Proceed (in the format provided for herein), the Contractor shall have ten (10) consecutive calendar days to commence the Work.
5. During the course of performance of the Work authorized by each Work Order, the Contractor shall submit regular pay applications, in accordance with provisions of these Special Contract Conditions. The City shall issue payment for all satisfactorily completed Work authorized by Work Order, in accordance with the terms and conditions of the Contract Documents.
6. If additions, deletions or other modifications to the authorized Work scope or other terms or conditions are required or desired in the sole discretion of the City under a particular Work Order, a Work Order Change will be issued based on pricing prepared in the same manner as a Proposal Pricing Request and under the terms and conditions for issuance of a Change Order under the General Contract Conditions. The Work Order Change will identify any increase or decrease in the cost, change in the period of performance and any other modifications to the performance requirements for that particular Work Order.

7. Upon satisfactory completion, notice of Substantial Completion and Final Completion of the Work authorized and performed under each Work Order, Work Order Close-Out will occur, a Final Receipt for that Work Order will be issued, and final payment for the Work Order will be made.
8. Under this Contract, more than one Work Order may be issued and performed by the Contractor at the same time.

Given that under this Contract, the Contractor is committed to make available to the City and, as from time to time directed by the City under the process described, furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the Work described in any Work Order issued in accordance with the terms and conditions set forth herein, certain provisions, terms and conditions included in the General Contract Conditions either will not apply or will apply on a Work Order by Work Order basis rather than an overall Contract basis.

As such, the term Work, as used in the Contract Documents shall mean the Contractor's equipment and physical plant, labor, management, administration, supervision, materials and supplies, and all other things needed to assemble, manufacture, complete or perform the various components into finished improvements pursuant to any Work Order issued pursuant to the Contract Documents. Unless otherwise specified or clearly inapplicable from the context of a given provision, each and every General Contract Condition contained or referenced in the Contract Documents shall apply to and control all Work performed hereunder.

#### **SC-26 PERFORMANCE AND PAYMENT BOND**

Title 15 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

A Performance and Payment Bond, in the form included in these Contract Documents, shall be furnished covering all Work performed hereunder. An initial bond in the amount of **Four Hundred Fifty Thousand Dollars and No Cents (\$450,000.00)** shall be provided at the time of Contract execution. In the event the dollar amount of Work authorized under all work orders exceeds this amount the Contractor shall provide properly executed bond Change Riders, also in the form included in these Contract Documents immediately after this provision, in amount(s) not less than 100% of all work orders issued.

#### **SC-27 PROPOSAL REQUEST PRICING**

Title 9 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

- A. In order to initiate Work hereunder, the City must prepare and issue a Proposal Pricing Request, in the form included in these Contract Documents. For each Proposal Pricing Request submitted to the Contractor for pricing, the Contractor shall price the request and submit a completed Proposal Request Pricing Worksheet, in the form included in these Contract Documents immediately after this provision and complying with the terms and conditions set forth on the form, to the Project Manager, with all supporting materials, within fourteen (14) consecutive calendar days of the date of issuance of such Proposal Pricing Request. The Contractor shall price each request and prepare the appropriate documentation in accordance with the requirements stated herein.
- B. **Unit Prices** – In pricing a Request, the bid unit prices shall be fully compensation for the Work identified in the unit price description and corresponding specification section, as well as, all costs associated with field and office supervision required, and general and home office markups, overhead and any other direct or indirect costs of the Work not specifically excluded. The only costs that may

be excluded from a bid unit prices must be applied to all Work that corresponds to the unit price description in the Bid Form.

- C. **Work Not Covered by Bid Unit Prices** – In pricing the remaining Work in a Request, the Contractor shall provide itemized and sufficient supporting data, including calculations, measurements, cost records, production rates, equipment types and capacity, labor costs by craft and other information which the City may reasonably require in order for the City to evaluate the Contractor’s pricing for Work not covered by unit prices for any Proposal Request and Work Order Change pricing.

Direct labor costs shall include only the cost associated with the workers who actually perform the Work (including fringe benefits and the Contractor’s actual cost for Worker’s Compensation, Social Security and Payroll taxes). The costs of supervision, management and field or office overhead costs shall not be included or calculated as direct labor cost. For shop or plant components of the Work, the direct labor cost shall include only those workers who work directly on the item being manufactured or the actual operators of the equipment being used to handle the items being manufactured.

Material costs shall include the direct costs of materials, supplies and equipment incorporated in or consumed by the Work. The costs shall be based on buying the material, supplies and equipment other than small tools, or equipment rental rates without markup or operator, as listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation.

Equipment costs shall be the actual cost to the Contractor of owned and/or rented equipment other than small tools, or equipment rental rates without markup or operator, as listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation.

All adjustments to the contract amount shall be applied pursuant to GC Title 1104 ADJUSTMENT TO CONTRACT AMOUNT.

## **SC-28 WORK ORDERS**

With respect to Each Work Order Issued hereunder, the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

Upon review of any Proposal Request Pricing Worksheet completed by the Contractor pursuant to a City Proposal Request, the City may, at its sole discretion, reject the pricing submittal or may direct that the Work described in the Proposal Request and priced by the Contractor be completed by issuance of a Work Order, in the form included in these Contract Documents to the Contractor. The City reserves the right to issue such a Work Order, at the price and under the terms of the Contractor’s pricing submittal, at any time before the expiration of 120 consecutive calendar days from the date the pricing submittal was received by the City. If no Work Order is issued and the pricing submittal is not rejected within this period, the Contractor’s pricing submittal shall be deemed rejected by the City.

## **SC-29 WORK ORDER NOTICE TO PROCEED**

GC-302 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

A Work Order Notice to Proceed, in the form included in these Contract Documents for that particular Work Order, will be issued by the Director at such time as the Work Order is executed by the Contractor and all designated City officials, and the Contractor has submitted a Payment and Performance bond or Bond Change Rider for the Work described in the Proposal Request, in accordance with SC-22, PERFORMANCE AND PAYMENT BOND, and which are satisfactory to the City Attorney. Until a Work Order Notice to Proceed is issued, the City shall have no obligation to compensate the Contractor for Work performed.

The Contractor shall commence the Work in accordance with that particular Work Order within ten (10) consecutive calendar days of the date of the Work Order Notice to Proceed, and the Contractor shall prosecute the Work to be accomplished under the Work Order at such time and place as the Work Order directs and shall fully complete in every detail all specified Work in accordance with the terms and conditions of the Work Order and the provisions of these General Contract Conditions and Special Contract Conditions, within the period of performance specified in the Work Order, plus such extensions of time as may be granted by the Manager in accordance with the provisions of this Contract.

**SC-30 [RESERVED]**

**SC-31 WORK ORDER CHANGES**

Title 11 of the General Contract Conditions shall apply to this Contract, on a Work Order by Work Order basis, as supplemented by the following:

In accordance with all terms and conditions provided for standard change orders under Title 11 of the General Contract Conditions, the City may issue Work Order Changes providing for deletions, additions and modifications to the Work under a duly issued Work Order. Work Order Changes must be issued on the Work Order Change Form, in the form included in these Contract Documents.

**SC-32 WORK ORDER CLOSE-OUT**

Titles 19 and 20 of the General Contract Conditions shall apply to this Contract, on a Work Order by Work Order basis, as supplemented by the following:

Upon Substantial Completion of all Work performed under each Work Order in accordance with the Contract Documents, final close-out for that Work Order shall be made in accordance with the terms and conditions of Title 20 of the General Contract Conditions.

**SC-33 CONTRACT CLOSE-OUT**

Upon written notification from the City to the Contractor that no further Work Orders will be issued hereunder and the completion of final close-out for any previously issued Work Orders in accordance with SC-28 WORK ORDER CLOSE-OUT, the Contract shall proceed to final close-out. The Contractor agrees to comply with all applicable Contract close-out procedures and requirements set forth in Section 01010 of the Contract Specifications. In addition, the Contractor agrees to execute and deliver to the City a Final Receipt in the forms previously referenced and to provide to the City a consent of surety covering all Work performed hereunder. Until such time as all Contract close-out procedures are completed and each contract close-out requirement is satisfied, the City shall retain from amounts due the Contractor, in addition to any other withholdings provided for hereunder, a sum not greater than one percent (1%) of the maximum contract amount specified herein.

**SC-34 OTHER ON-CALL CONSTRUCTION SERVICES CONTRACTS**

In the event the City elects to bid other Construction Services Contracts during the performance period specified herein, the parties specifically agree that the Contractor will not submit a bid or enter into a contract for such Contracts until such time as the City issues to the Contractor written notification that no further Work Orders will be issued hereunder, as provided for in SC-29 CONTRACT CLOSE-OUT.

**SC-35 ON-CALL SPECIFIC CONTRACT FORMS**

The following listed and attached "Contract Forms" shall be utilized in accordance with the Contract Documents. (*forms located at the end of this section, behind title sheet labeled "SC-31 On-Call Specific Contract Forms"*)



1. Change Rider.....	1 Page
2. Proposal Request.....	2 Pages
3. Work Order Pricing Worksheet.....	1 Page
4. Word Order .....	1 Page
5. Work Order Notice to Proceed.....	1 Page
6. Work Order Letter of Final Acceptance.....	1 Page
7. Work Order Change Request .....	1 Page
8. Work Order Change Request Pricing Worksheet.....	1 Page

Bond No. 4531382

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

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Jacobs Investments, 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 **Four Hundred Fifty Thousand Dollars and No Cents (\$450,000.00)**, 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. 202366828 – 2023 Directional Boring On-Call**, 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 19<sup>th</sup> day of May, 2023.

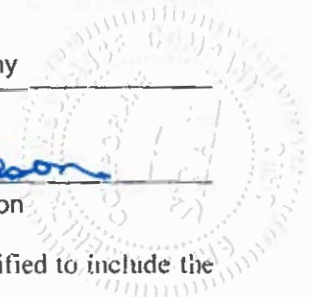
Attest: [Signature]  
Secretary

Jacobs Investments, LLC dba Colorado Boring Company  
Contractor

By: [Signature]  
Managing Member

Great American Insurance Company  
Surety

By: Valerie Mathiason  
Attorney-In-Fact Valerie Mathiason



(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]  
EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

# 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 FIVE

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,	\$100,000,000.00
STELLA FERRIS	COLORADO	
KYLE DUFFORD		
VALERIE MATHIASON		

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 10TH day of JANUARY 2022



*Atty L C B*  
Assistant Secretary

*Mark V Vicario*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:  
On this 10TH day of JANUARY 2022 before me personally appeared MARK VICARIO, 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.

MARK VICARIO (877-377-2409)



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*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 \_\_\_\_\_ day of \_\_\_\_\_



*Atty L C B*  
Assistant Secretary



**PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION**

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

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

RE: Jacobs Investments, LLC dba Colorado Boring Company

Contract No: 202366828  
Project Name: 2023 Directional Boring On-Call  
Contract Amount: \$450,000.00  
Performance and Payment Bond No.: 4531382

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 \_\_\_\_\_, 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 970.635.9400.

Thank you.

Sincerely,

Valerie Mathiason, Attorney-in-fact

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

311 | [POCKETGOV.COM](http://POCKETGOV.COM) | [DENVERGOV.ORG](http://DENVERGOV.ORG) | DENVER 8 TV



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2023

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).

<b>PRODUCER</b> <b>PFS Insurance Group</b> 4848 Thompson Parkway Suite 200 Johnstown, CO 80534	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(970) 635-9400</b>	FAX (A/C, No): <b>(970) 635-9401</b>	
	<b>E-MAIL ADDRESS:</b> <b>info@mypfsinsurance.com</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b>  <b>Jacobs Investments LLC dba Colorado Boring Co; Northern Lights Leasing LLC</b> 3813 Canal Dr Fort Collins, CO 80524	<b>INSURER A : Valley Forge Insurance</b>		<b>20508</b>
	<b>INSURER B : Continental Insurance Company</b>		<b>35289</b>
	<b>INSURER C : Pinnacol Assurance Co</b>		<b>41190</b>
	<b>INSURER D : StarStone Specialty Insurance Company</b>		<b>44776</b>
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<b>X</b>	<b>X</b>	<b>6078887283</b>	<b>8/1/2022</b>	<b>8/1/2023</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>EMPLOYEE BENEFIT</b> \$ <b>2,000,000</b>
<b>A</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<b>X</b>	<b>X</b>	<b>6078887297</b>	<b>8/1/2022</b>	<b>8/1/2023</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	<b>X</b>	<b>X</b>	<b>6078887302</b>	<b>8/1/2022</b>	<b>8/1/2023</b>	EACH OCCURRENCE \$ <b>8,000,000</b> AGGREGATE \$ <b>Aggregate</b> \$ <b>8,000,000</b>
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	<b>N/A</b>	<b>X</b>	<b>4211616</b>	<b>8/1/2022</b>	<b>8/1/2023</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	<b>Pollution Liability</b>			<b>TBD</b>	<b>5/11/2023</b>	<b>5/11/2024</b>	<b>Aggregate</b> \$ <b>2,000,000</b>
<b>A</b>	<b>Installation Fltr</b>			<b>6078887283</b>	<b>8/1/2022</b>	<b>8/1/2023</b>	<b>\$2,500 Deductible</b> \$ <b>400,000</b>

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

RE: Contract No. 202366828 - 2023 Directional Boring On-Call. As required by written contract, The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers and Colorado Department of Transportation, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with regards to the Commercial General Liability & Business Auto. Waiver of Subrogation applies to those named above for General Liability, Automobile Liability and Workers' Compensation. Umbrella is follow form. 30 day notice of cancellation exception 10 notice for cancellation,

**CERTIFICATE HOLDER**
**CANCELLATION**

<b>City and County of Denver Department of Transportation &amp; Infrastructure</b> 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 
--	---



## NOTICE TO APPARENT LOW BIDDER (SAMPLE)

Current Date

**Name**

**Address**

**City, State Zip**

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **April 11, 2023**, for work to be done and materials to be furnished in and for:

### 202366828 2023 DIRECTIONAL BORING MASTER ON-CALL

as set forth in detail in the Contract Documents for the City and County of Denver, Colorado. It appears that your Bid is fair, equitable, and to the best interest of the City and County; therefore, said Bid is hereby accepted at the bid price contained herein, subject to the approval and execution of the Contract Documents by the City in accordance with the Charter of the City and County of Denver, and to your furnishing the items specified below. The award is based on the total bid items: **(#) bid items (# through #)** the total estimated cost thereof being: **(Contract Written Amount) (\$ \_\_\_\_\_)**.

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

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

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

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

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 furnish the Performance Bond or execute the contract 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.

**NOTICE TO APPARENT LOW BIDDER**

CONTRACT NO. «Contract\_No»

Page 2

Dated at Denver, Colorado this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

CITY AND COUNTY OF DENVER

By \_\_\_\_\_  
Executive Director  
Department of Transportation and Infrastructure

SAMPLE

**City and County of Denver Department of Transportation & Infrastructure**  
201 West Colfax Avenue, Dept 608 | Denver, CO 80202  
[www.denvergov.org/dot](http://www.denvergov.org/dot)

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**NOTICE TO PROCEED (SAMPLE)**

Current Date

Name

Company

Street

City/State/Zip

**CONTRACT NO. 202366828 – 2023 Directional Boring Master On-Call**

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on \_\_\_\_\_ with the work of constructing contract number 202366828, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of 1095 calendar days, the project must be complete on or before \_\_\_\_\_.

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

Sincerely,

By: \_\_\_\_\_  
City Engineer

**City and County of Denver Department of Transportation & Infrastructure**  
201 West Colfax Avenue, Dept 608 | Denver, CO 80202  
[www.denvergov.org/doti](http://www.denvergov.org/doti)

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**CERTIFICATE OF CONTRACT RELEASE (SAMPLE)**  
**202366828 - 2023 Directional Boring Master On-Call**

Current Date  
Name  
Street Address  
City, State, Zip

Upon receipt of the below stated amount from 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 work, 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.

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

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 as described herein is the last or final payment.

Contractor's Signature

Date Signed

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

Sincerely,

Contract Administration

**City and County of Denver Department of Transportation & Infrastructure**  
201 West Colfax Avenue, Dept 608 | Denver, CO 80202  
[www.denvergov.org/doti](http://www.denvergov.org/doti)

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**DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT (SAMPLE)  
(PRIME CONTRACTOR)**

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

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

\_\_\_\_\_  
(NAME OF OWNER)

Contract #: \_\_\_\_\_.

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

Contract Value: \$ \_\_\_\_\_.

Current Progress Payment: \$ \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Name of Contractor)

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

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

## **ON-CALL SPECIFIC CONTRACT FORMS**



**ON-CALL CONSTRUCTION BOND CHANGE RIDER**

**Work Order No.** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**TO BE ATTACHED TO AND FORM PART OF**

\_\_\_\_\_ **PERFORMANCE AND PAYMENT** \_\_\_\_\_  
 (TYPE OF BOND)

NO: \_\_\_\_\_

IN FAVOR OF: \_\_\_\_\_ **CITY AND COUNTY OF DENVER** \_\_\_\_\_  
 (OBLIGEE)

ON BEHALF OF: \_\_\_\_\_  
 (PRINCIPAL)

EFFECTIVE: \_\_\_\_\_  
 (ORIGINAL EFFECTIVE DATE)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

The Surety, \_\_\_\_\_, hereby gives is consent to:

- ( ) INCREASE BOND PENALTY                      ( ) CHANGE THE NAME OF PRINCIPAL
- ( ) DECREASE BOND PENALTY                    ( ) CHANGE THE ADDRESS OF THE PRINCIPAL
- ( ) CHANGE THE EFFECTIVE DATE              ( ) CHANGE THE EXPIRATION DATE
- ( ) OTHER: \_\_\_\_\_

**of the attached bond as described herein:**

		NO.	AMOUNT (\$)
R1	WORK ORDERS / CHANGES ASSIGNED TO DATE		
R2	WORK ORDERS / CHANGES COMPLETED TO DATE **		
R3	PREVIOUS CURRENT WORK ORDER TOTAL (R1 – R2)		
R4	AMOUNT OF THIS WORK ORDER		
R5	NEW CURRENT WORK ORDER TOTAL (R3 + R4)		

PROVIDED, however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative. \*\* Note that in order for work orders to be considered “completed” and therefore removed from the “current” work order total, the City must have issued a Letter of Final Acceptance for each completed work order.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ **INSURANCE COMPANY**

\_\_\_\_\_  
 (witness)

By: \_\_\_\_\_  
 (Attorney-in-Fact) (Seal)

**ACCEPTED BY OBLIGEE**

\_\_\_\_\_  
 (witness)

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



**CITY AND COUNTY OF DENVER**  
**Department of Transportation and Infrastructure**

**CONSTRUCTION ON-CALL PROPOSAL REQUEST**  
**[PROJECT NAME]**

**BID DUE DATE:**  
**[Date and 3:00PM, MST]**

**CITY & COUNTY OF DENVER PROJECT MANAGER**

[Name, Phone, Email]

**BID SUBMITTAL**

Email bids in PDF format to City and County of Denver Project Manager by [Date and 3:00PM. MST]

**PRE-BID CONFERENCE**

A pre-bid site visit is scheduled for bidders on [Date and Time]. The pre-bid conference will be held at the project location, [Address]. Contractors are encouraged to attend the pre-bid site visit to become familiar with the project scope and location.

**QUESTIONS FROM BIDDERS**

All questions must be submitted in writing to the Project Manager by [Date and Time].

**STATEMENT OF WORK**

The work includes all labor, material and equipment required to complete the work described in this proposal request, and the accompanying bid documents.

**Scope of Work:**

*[Provide a detailed summary of what the work will entail. Reference the file name(s) of the Construction Documents, Technical Specifications and/or Project Manual from which the project will be bid.]*

Contractor shall include the cost for all required permit fees in their bid. Permits will be reimbursed at cost, with no markup allowed.

Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver Arapahoe Disposal Site (DADS) for disposal, and pay all fees associated with such disposal.

Per Executive Order No. 123, Chapter 5, the Contractor shall recycle construction and demolition when possible. Contractor shall provide proof of any recycling of materials.

**Special Considerations:**

*Liquidated damages are to be set at \$XXX/Day on this project. This project needs to be complete prior to date XXXXXX.*

**PROPOSAL REQUIREMENTS**

The bid submission shall include the Project Cost Proposal and Project Schedule as outlined below. **Bids will be evaluated and awarded based on cost.** The Project Manager will confirm that all bids address the complete scope of work before awarding and notifying firms.



In the event the Contractor includes terms and conditions and/or assumptions and/or exclusions in their Proposal that contradict the terms and conditions of the On-Call Master Contract, and/or contradict the requirements or scope defined in this Proposal Request and associated documents, the City may deem the Contractor's proposal non-responsive.

### **Project Cost Proposal**

The Project Cost Proposal shall be submitted using the On-Call proposal worksheet.

Each Bid Alternate shall be priced on a separate On-Call proposal worksheet with the subcontractor backup provided.

Contractor shall provide a list of ANY assumptions and qualifications associated with their bid on a separate document titled "[Project Name] - Bid Assumptions and Qualifications."

### **Project Schedule**

Provide a project schedule with the start date of [Date]. The project is expected to be substantially complete on [Date]. Provide durations of all activities, lead times for material not readily available, breakout of project phasing (if required) and enough detail to illustrate the overall plan to successfully execute the project. The Contractor can assume Working Hours are: [7AM- 5PM Monday through Friday]. The Contractor agrees to achieve the schedule as outlined. If for some reason the Contractor cannot meet the schedule as outlined, the bid submission must include a notification of such.

### **Execution of Documents**

The Contractor understands that if the Bid is accepted, the bidder must provide the Bond Rider and Schedule of Values within fourteen (14) calendar days from the date of the notification of the bid results. Otherwise the Contractor will be considered non-responsive. **Other bidders will not be notified of bid results until a Schedule of Values has been provided by the apparent low bidder, and the PM has reviewed and approved it.**

### **DOCUMENTS AND BID INFORMATION AVAILABLE**

The bid documents consisting of Drawings and Specifications are being distributed as PDFs attached to the email containing this Proposal Request. The PDF [file(s) is/are] titled, ["File Name"]. Please contact the Project Manager if you have any issues viewing the documents.

### **MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION**

Contractors shall comply with their respective On-Call Contract.

### **MISCELLANEOUS**

Contracts for construction, reconstruction, and remodeling are subject to the City prevailing wage rate requirements established pursuant to Section 20-76, D.R.M.C. For questions related to prevailing wage rates, Contractor shall contact the Office of the Auditor.

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

If you have any questions related to this Construction On-Call Proposal Request, please contact the Project Manager whose contact information is listed at the top of this proposal request. Your interest in assisting with this project is greatly appreciated.

# WORK ORDER PRICING REQUEST WORKSHEET

## ON CALL CONSTRUCTION SERVICES

### INFRASTRUCTURE PROJECT MANAGEMENT

DOT: CITY & COUNTY OF DENVER · 201 W. COLFAX AVE., DEPARTMENT 506 · DENVER, CO 80202 · (303) 913-4501 FAX (303) 913-4544

CONTRACTOR: \_\_\_\_\_ WORK ORDER PRICING REQUEST NO.: \_\_\_\_\_  
PROJECT NO.: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

### CERTIFICATIONS AND BASE BID

Base Bid Contract: The undersigned Bidder, having carefully examined the On-Call Construction Services Contract, General Contract Conditions, Special Contract Conditions, Work Order Pricing Request, Drawings, Specifications, and all subsequent Addenda, as prepared by the City and County of Denver and the City's Design Consultant(s), having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements, for the lump sum of:

1 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
2 The above amount may be modified by amounts indicated by the Bidder on the "Alternates Form."

### SUBCONTRACTORS

The following companies shall execute subcontracts for the portions of Work indicated :

Subcontractor 1:	_____	M/WBE (Yes/No): _____
Subcontractor 2:	_____	M/WBE (Yes/No): _____
Subcontractor 3:	_____	M/WBE (Yes/No): _____
Subcontractor 4:	_____	M/WBE (Yes/No): _____
Subcontractor 5:	_____	M/WBE (Yes/No): _____
Subcontractor 6:	_____	M/WBE (Yes/No): _____
Subcontractor 7:	_____	M/WBE (Yes/No): _____
Subcontractor 8:	_____	M/WBE (Yes/No): _____

### ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid.

Addendum No. 1: Date: \_\_\_\_\_  
Addendum No. 2: Date: \_\_\_\_\_  
Addendum No. 3: Date: \_\_\_\_\_

The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the City and County of Denver, and shall fully complete the Work within \_\_\_\_\_ calendar days.

The undersigned Bidder hereby also represents and certifies to the City that it has received written commitments from the proposed subcontractors listed above to provide the work or materials specified at the prices indicated.

**CONTRACTOR'S SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

The City's Project Manager has reviewed the Work Order Pricing Request Worksheet and associated backup documentation and finds the information provided to be aligned with the scope of work described in the Work Order Pricing Request, and is within the project budget. The City's Project Manager recommends awarding the Work to the undersigned Bidder.

**PROJECT MANAGER'S SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_







**ON-CALL CONSTRUCTION  
WORK ORDER NOTICE TO PROCEED**

Click or tap to enter a date.

Click or tap here to enter text.

**Attn:** Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

- RE: On-Call Contract No.: Click or tap here to enter text.
- On-Call Contract Expiration Date: Click or tap to enter a date.
- On-Call Contract Name: Click or tap here to enter text.
- Work Order Alfresco/Jaggaer No.: Click or tap here to enter text.
- Work Order No.: Click or tap here to enter text.
- Work Order Name: Click or tap here to enter text.
- Purchase Order No.: Click or tap here to enter text.

Dear Click or tap here to enter text.

In accordance with Section 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on Click or tap to enter a date. with the work described in the above referenced Work Order No: Click or tap here to enter text., in accordance with the terms and conditions of your On-Call Contract with the City and county of Denver, dated Click or tap to enter a date..

The established period of performance for this Work Order is Click or tap here to enter text. consecutive calendar days; therefore, all work including Final Completion must be completed on or before Click or tap to enter a date. in accordance with Title 20 of the General Contract Conditions. The not to exceed amount for this work order is \$Click or tap here to enter text., which includes all costs, fees and expenses.

The Project Manager for this work order is Click or tap here to enter text., phone Click or tap here to enter text.. Please contact the Project Manager with any questions regarding the above referenced work. If you have not already done so, please submit your construction schedule, in accordance with General Contract Condition 306.2.B to the Project Manager within 10 days from the date of this letter.

Please note, all invoices should be submitted through Textura.

Sincerely,

\_\_\_\_\_  
Deputy City Engineer

Distribution: DSBO, Prevailing Wage, DOTI Contracts,

Reviewed by: On-Call Contract Manager \_\_\_\_\_ Project Manager \_\_\_\_\_ Supervisor \_\_\_\_\_

Group Manager \_\_\_\_\_ Division Director \_\_\_\_\_



**ON-CALL CONSTRUCTION  
WORK ORDER LETTER OF FINAL ACCEPTANCE**

Click or tap to enter a date.

Click or tap here to enter text.

**Attn:** Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

**RE:**   **On-Call Contract No:** Click or tap here to enter text.  
          **On-Call Contract Expiration Date:** Click or tap to enter a date.  
          **On-Call Contract Name:** Click or tap here to enter text.  
          **Work Order Contract No.:** Click or tap here to enter text.  
          **Work Order No.:** Click or tap here to enter text.  
          **Work Order Name:** Click or tap here to enter text.

Dear Click or tap here to enter text.

Please be advised that final inspection of the work on the project referenced above was conducted on: Click or tap to enter a date..

The work was found to be acceptable and satisfactorily completed within the timeframe of the contract. Therefore, the project is considered complete in accordance with General Contract Condition 2002, Final Completion and Acceptance of the Work, of the Standard Specifications for Construction, General Contract Conditions 2011 Edition and is hereby accepted.

In accordance with General Contract Condition 1801 Contractor’s Warranties, Guarantees and Correction of Work, the warranty/guarantee period shall commence as of the date of Choose an item.

Final Settlement shall be contingent upon General Contract Condition 2003.2 and the final payment will be issued when all conditions outlined in General Contract Condition 2003 are satisfied.

Sincerely,

\_\_\_\_\_  
Deputy City Engineer

Distribution: DSBO, Prevailing Wage, DOTI Contracts, PRO,

Prepared by: Project Manager \_\_\_\_\_

Reviewed by: Supervisor \_\_\_\_\_ Group Manager \_\_\_\_\_ Division Director \_\_\_\_\_



# WORK ORDER CHANGE REQUEST PRICING WORKSHEET

## GENERAL CONTRACTOR ON-CALL CONSTRUCTION SERVICES

INFRASTRUCTURE PROJECT MANAGEMENT  
 DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE | CITY & COUNTY OF DENVER | 201 W. COLFAX AVE. DENVER, CO 80202

CONTRACTOR NAME: \_\_\_\_\_

PROPOSAL NO.: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

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

SUB CONTRACTOR WORK ITEMS (Refer to Sub-Contractor Worksheets)

SUB CONTRACTOR - Labor + Materials + Equipment

Provide Subcontractor Worksheets for each subcontractor		TOTALS
S1		\$ -
S2		\$ -
S3		\$ -
S4		\$ -
S5		\$ -
S6		\$ -
S7		\$ -
S8		\$ -
S9		\$ -
S10		\$ -
S11		\$ -
S12	<b>SUB-CONTRACTOR SUB TOTAL FOR LABOR + MATERIAL + EQUIPMENT</b>	<b>\$ -</b>
S13	<b>TOTAL OF SUB-CONTRACTOR O&amp;P + TAX + PERMIT + BOND (SC Worksheets Line 21)</b>	<b>\$ -</b>
S14	<b>TOTAL FOR SUB-CONTRACTORS (SC Worksheets Line 22)</b>	<b>\$ -</b>

GENERAL CONTRACTOR NON-UNIT PRICE WORK ITEMS (Refer to General Contractor Worksheets)

	LABOR	MATERIAL	EQUIPMENT	TOTALS
G1	\$ -	\$ -	\$ -	\$ -
G2	\$ -	\$ -	\$ -	\$ -
G3	\$ -	\$ -	\$ -	\$ -
G4	\$ -	\$ -	\$ -	\$ -
G5	\$ -	\$ -	\$ -	\$ -
G6	\$ -	\$ -	\$ -	\$ -
G7	\$ -	\$ -	\$ -	\$ -
G8	\$ -	\$ -	\$ -	\$ -
G9	<b>TOTAL (Lines G1 through G8)</b>			<b>\$ -</b>
G10	GC O&P @ 13% of Line G9			\$ -
G11	Sales Tax on Materials as of 01/01/21 @ 4.81%			\$ -
G11a	GC On-Site Reimbursable Costs			\$ -
G12	Permit Costs (At Cost)			\$ -
G13	<b>GC SUB TOTAL (Sum of Lines G9 through G12)</b>			<b>\$ -</b>
G14	<b>Sub-Contractor Total (Line S14)</b>			<b>\$ -</b>
G15	<b>GC Markup of Sub Contractors (7% of Line S12)</b>			<b>\$ -</b>
G16	<b>Subtotal (Sum of Lines G13, G14, &amp; G15)</b>			<b>\$ -</b>
G17	Bond Costs (No greater than 2.5% of Line G16)			\$ -
G18	<b>Total Proposal Request (Lines G16 + G17)</b>			<b>\$ -</b>

**CONTRACTOR'S TOTAL PROPOSED COST**     **\$**     **-**

TIME TO COMPLETE THE WORK IN THIS PROPOSAL REQUEST \_\_\_\_\_ CALENDAR DAYS

**CONTRACTOR'S SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**CITY AND COUNTY OF DENVER**  
**STATE OF COLORADO**



**DENVER**  
**THE MILE HIGH CITY**

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Prevailing Wage Rates**

**Contract Number: 202366828**

**2023 Directional Boring Master On-Call**

**March 8, 2023**



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Alex Marvin, Classification and Compensation Analyst Staff  
**DATE:** January 20, 2023  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 6, 2023**, and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20230009  
Superseded General Decision No. CO20220009  
Modification No. 0  
Publication Date: 01/06/2023  
(6 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$17.29 to comply with the city's minimum wage. The effective date is January 1, 2023. See page 7 for reference.**

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

"General Decision Number: CO20230009 01/06/2023

Superseded General Decision Number: CO20220009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p> If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p> . Executive Order 14026 generally applies to the contract.  . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
<p> If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p> . Executive Order 13658 generally applies to the contract.  . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this



wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number                  Publication Date  
 0    01/06/2023

CARP9901-008 11/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 26.50	10.32

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ELEC0068-016 03/01/2011

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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

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

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ENGI0009-008 05/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe		
(Wheel Mounted, under 3/4		
yds), Hydraulic Backhoe		
(Backhoe/Loader		
combination), Drill Rig		
Caisson (smaller than		
Watson 2500 and similar),		
Loader (up to and		
including 6 cu. yd.).....		
	\$ 31.05	12.35

(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 31.05	12.35
(3)-Motor Grader (blade-rough) Douglas County.....	\$ 31.05	12.35
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 31.70	12.35
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 31.20	12.35
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 31.37	12.35
(5)-Motor Grader (blade-finish) Douglas County.....	\$ 31.37	12.35
(6)-Crane (91-140 tons).....	\$ 33.05	12.35

-----  
SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)....	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02 **	3.20
GUARDRAIL INSTALLER.....	\$ 12.89 **	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62 **	3.21
Douglas.....	\$ 13.89 **	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01

## LABORER

Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26 **	3.16
Mason Tender- Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55 **	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)....	\$ 9.55 **	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....	\$ 12.43 **	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37 **	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91 **	4.68
Grader/Blade		

Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07 **	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13 **	2.95

## TRAFFIC SIGNALIZATION:

## Groundsman

Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17

## TRUCK DRIVER

## Distributor

Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27

## Dump Truck

Denver.....	\$ 15.27 **	5.27
Douglas.....	\$ 16.39	5.27

Lowboy Truck.....	\$ 17.25	5.27
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Mechanic.....	\$ 26.48	3.50
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Multi-Purpose Specialty &  
Hoisting Truck

Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88

## Pickup and Pilot Car

Denver.....	\$ 14.24 **	3.77
Douglas.....	\$ 16.43	3.68

Semi/Trailer Truck.....	\$ 18.39	4.13
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Truck Mounted Attenuator.....	\$ 12.43 **	3.22
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## Water Truck

Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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

**Office of Human Resources  
Supplemental Rates  
(Specific to the Denver Projects)  
Revised 01/01/2023)**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Guard Rail Installer		\$17.29	\$3.20
Highway Parking Lot Striping: Painter		\$17.29	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$17.29	\$3.16
Laborer: Traffic Control (Flagger)		\$17.29	\$3.05
Laborer: Stationary Flags (excludes Flaggers)		\$17.29	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$17.29	\$3.22

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

**CITY AND COUNTY OF DENVER**  
**STATE OF COLORADO**



**DENVER**  
**THE MILE HIGH CITY**

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Technical Specifications**

**Contract Number: 202366828**

**2023 Directional Boring Master On-Call**

**March 8, 2023**

**CITY AND COUNTY OF DENVER  
PUBLIC WORKS - TRANSPORTATION  
2023 DIRECTIONAL BORING MASTER ON-CALL  
CCD PRO TRACKING NO. 202366828**

General Contract Conditions shall be the City and County of Denver, Department of Public Works, “Standard Specifications for Construction General Contract Conditions”, 2011 edition and hereinafter modified shall be used for this project.

**STANDARD CONSTRUCTION SPECIFICATIONS**

The Standard Specifications for Construction for this Project shall consist of the applicable sections and subsections, numbered Section 200 through Section 700, of the 2011 "Colorado Department of Transportation Standard Specifications for Road and Bridge Construction."

The Colorado Department of Transportation General Provisions consists of Sections 100 through 109 of the above mentioned specifications. With the exception of General Provision Sections 101, all other General Provisions are not applicable to this Project and are hereby deleted. In place of the deleted sections, the City and County of Denver “Standard Specifications for Construction, General Contract Conditions,” 2011 Edition, shall apply to this contract. Supplements or amendments to the Standard Specifications for Construction, General Contract Conditions are listed in the Special Contract Conditions.

The following Project Special Provisions take precedence over Specifications or Plans and supplement or amend the referenced "Standard Specifications for Road and Bridge Construction" adopted in 2011 by the Colorado Department of Transportation, which is to be used to control construction of this Project.

**DETAILED CONSTRUCTION SPECIFICATIONS**

The Detailed Specifications for this project are defined in the City of Denver Contract Requirements and Contract Documents.

**STANDARD CONSTRUCTION DETAILS**

It is the intent of the City to use applicable details from the Colorado Department of Transportation M&S Standards, the City of Denver’s Wastewater Management Division Standard Details, and the Denver Water Department’s Standard Drawings, most recent editions. Drainage related appurtenances shall follow the City and County of Denver (CCD), Department of Public Works document titled “Storm Drainage and Sanitary Sewer Construction Detail and Technical Specifications”. This document can be found at the following web address:

<https://www.denvergov.org/Portals/711/documents/Standard%20Detail%20Drawings%20Full%20Set.pdf>

The Colorado Department of Transportation (CDOT) Special Provisions, Standard Special Provisions are to be used for the project. Use CDOT Project Special Provisions that revise the above described documents, and prevail over above described documents.

**CITY AND COUNTY OF DENVER  
PUBLIC WORKS - TRANSPORTATION  
2023 DIRECTIONAL BORING MASTER ON-CALL  
CCD PRO TRACKING NO. 202366828**

The Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction, dated 2011, controls construction of this project. The following Special Provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and Plans.

**PROJECT SPECIAL PROVISIONS**

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## COMMENCEMENT AND COMPLETION OF WORK

**Section 108 of the Standard Specifications is hereby revised for this project as follows:**

**Subsection 108.03 shall include the following:**

The Contractor's progress schedule may be a Bar Chart Schedule.

Salient features to be shown on the Contractor's Progress Schedule are:

1. Notice to Proceed
2. Mobilization(s)
3. Erosion Control
4. Removals
5. Utilities
6. Boring Operation
7. Construction Traffic Control
8. Landscape Restoration

**REVISION OF SECTION 101  
DEFINITION AND TERMS**

**Section 101 of the Standard Specifications is hereby revised for this project as follows:**

Technical Specifications related to construction materials and methods for the Work under this Contract shall consist of the *State Department of Highways, Division of Highways, State of Colorado, Standard Specifications for Road and Bridge Construction* dated 2011.

Certain terms utilized in the Specifications referred to in the paragraph above shall be interpreted to have different meaning within the scope of this Contract. A summary of redefinitions follows:

- Subsection 101.28**      **“Department”** shall mean the City and County of Denver, Colorado.
- Subsection 101.29**      **“Engineer”** shall mean the Director of Public Works, Denver, Colorado, or designated representative.
- Subsection 101.39**      **“Laboratory”** shall mean City and County of Denver, Colorado or their designated representative.
- Subsection 101.51**      **“Project Engineer”** shall mean the Director of Public Works, Denver, Colorado, or designated representative.
- Subsection 101.76**      **“State”** shall mean City and County of Denver, Colorado (where applicable).

**REVISION OF SECTION 107  
WORKER SAFETY**

**Section 107 of the Standard Specifications is hereby revised for this project as follows:**

**Subsection 107.06 shall include the following:**

Contractors shall comply with the CCD Noise Control Ordinance for all construction activities scheduled to occur between the hours of 9:00 p.m. to 7:00 a.m. Monday – Friday and 5:00 p.m. and 8:00 a.m. Saturday through Sunday if noise levels are expected to exceed 50 dBA in residential areas or 60 dBA in commercial areas. Nighttime construction activities exceeding noise levels during these restricted hours may not be initiated without first obtaining this permit variance from CCD.

Under any circumstances where nighttime construction activities will take place between the restrictive hours listed above where noise levels will exceed the noise impact thresholds, the contractor is required to apply for a construction noise variance no less than one month before the startup date for construction. Note: the CCD board only meets the 2<sup>nd</sup> Thursday of every month.

Applications shall be submitted through the Denver Department of Environmental Health (DEH) at a cost of \$25.00 for application processing.

The contractor is responsible for fulfilling the requirements set forth by the CCD and is responsible for obtaining the permit variance prior to the construction startup date. All exemption requests and permitting requirements will not be paid for separately, but will be included in the work. Copies of the final application approval shall be provided to CDOT R6 Noise Specialist (Jordan Rudel) for recording and documentation purposes demonstrating compliance with the local agencies regulations.

If the Contractor is ordered to cease operations due to violations of a noise ordinance as a result of equipment back up alarms, the Contractor shall take whatever actions are necessary to comply with the ordinance and continue work on the project. This includes the option of using an observer in lieu of using the equipment's back up alarms as allowed by 29 CFR 1926.601(b) (4) (II) of the OSHA Safety and Health Standards. Should the Contractor fail to mitigate the noise ordinance violation, the Contractor shall be deemed to have waived any right to a claim as a result of work suspension or being required to perform the work at times not specified in the Contract.

If the Contractor uses an observer in lieu of back up alarms, the Contractor shall follow all of the OSHA requirements regarding the use of observers.

All costs incidental to the foregoing requirements shall be included in the original contract prices for the project.

**REVISION OF SECTION 107  
PROTECTION OF EXISTING VEGETATION**

**Section 107 of the Standard Specifications is hereby revised for this project as follows:**

**Subsection 107.12 shall include the following:**

The Contractor shall save all existing vegetation (including trees, shrubs, ground covers, grasses, wetlands & riparian) in this area, except for that vegetation, which must be removed to accommodate construction of the project, per the plans. Specific areas of vegetation to be protected shall be as directed by the Engineer and shall be protected by using orange construction fencing, wire fencing with metal posts or silt fence. Fencing for trees shall be installed at the drip line of the tree or as approved by the Engineer. Equipment shall not be installed or stockpile material within 15 feet of existing trees to remain.

The Contractor shall perform all the work in such a manner that the least environmental damage will result. All questionable areas or items shall be brought to the attention of the Engineer for approval prior to removal or any damaging activity.

The Contractor shall promptly report any vegetation damaged or scarred during construction to the Engineer for assessment of damages. Damaged or destroyed fenced vegetation, shall be replaced at the expense of the Contractor. Vegetation of replaceable size shall be replaced at the Contractor's expense. When trees, shrubs beyond replaceable size or wetlands have been damaged or destroyed, the Contractor shall be liable for the appraised value based upon the official current publications. For trees and shrubs use the International Society of Arboriculture, Guide for Plant Appraisals. The Contractor shall pay any fines or jail time should a wetland be damaged, at no cost to the project. The value of disturbed vegetation shall be calculated according to the following formula:

(Vegetation size) x (Species) x (Location) x (Condition) x (Arborist or Wetland Specialist) = Vegetation value

A consulting Arborist retained by the Department will determine the value of the trees and shrubs. A consulting Wetland Specialist shall determine the value of the wetland or wetland species. This value will be deducted from any money due to the Contractor.

The determination as to whether a plant is of replacement size or beyond will be made by the City's Landscape Architect or Wetland Specialist. Contact Jim Myers at CCD Forestry Department.

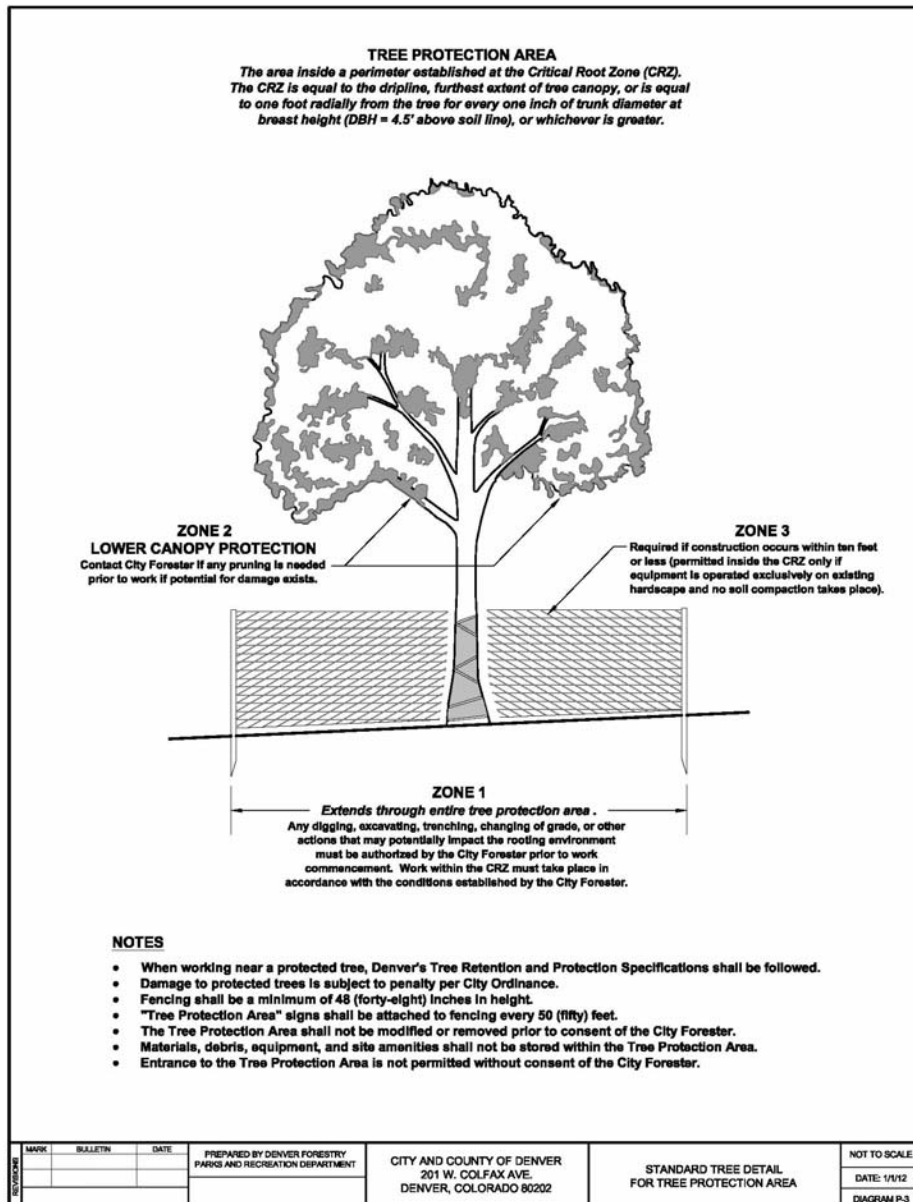
If the fence is knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until the fence is repaired to the Engineer's satisfaction at the Contractor's expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges, but will be charged as contract time.

The City of Denver Parks & Recreation requires compliance with the following when work is required around trees in the public right of way. Trenching techniques shall comply with:

1. Trenching shall be no closer to the tree than the drip line (the area under the tree branches);
2. Adjust the route to avoid roots as much as possible;
3. Store soil opposite the tree side of the trench;
4. Backfill quickly and cleanly, and water roots deeply;
5. Tunneling/boring shall be at least 4 feet below ground;
6. No excavation or equipment storage shall occur in the critical root zone (see Standard Tree Detail for Tree Protection Area to calculate critical root zone area);

**REVISION OF SECTION 107  
PROTECTION OF EXISTING VEGETATION**

1. All pit locations shall be staked and approved prior to an excavation;
2. No root 2 inches or larger shall be cut;
3. Minimize the work pit to no wider than the trench;
4. Where equipment is working near trees, protective fencing shall be erected at or just outside the drip line (see Standard Tree Detail for Tree Protection Area);
5. Prevent soil compaction by adding six to twelve inches of wood chips;
6. A licensed tree company shall be retained to prune broken branches as well as compensatory pruning if necessary to help the tree recover from root loss;
7. The City & County of Denver *Tree Retention and Protection Specifications* must be followed. For a copy of the Tree Protection Specifications, please contact the Forestry Office of Denver Parks and Recreation at 720-913-0651.



**REVISION OF SECTION 202  
REMOVAL OF TRAFFIC SIGNAL CABINET BASE**

**Section 202 of the Standard Specifications is hereby revised for this project as follows:**

**Subsection 202.01 shall include the following:**

This work consists of the removal of the existing traffic signal controller cabinet base (concrete foundation or fiberglass) at locations as shown on the plans.

**Subsection 202.02 shall include the following:**

Work shall include the removal of concrete or fiberglass foundations, surrounding surface material, and modification/adjustment or replacement of the existing conduit sweeps. All debris is to be disposed of in accordance with applicable laws and regulations. Care shall be taken to not damage existing signal conductors, fiber cable or other wiring to ensure that they can be reused for installation of the new cabinet foundation.

At any locations where the existing cabinet bases are to be removed and a new cabinet will be installed, the old foundation shall be replaced with a new traffic pull box and the existing conduit adjusted as necessary. All conduit modifications required to set a new pull box over the existing cabinet conduits are considered to be included in the work for this item and will not be paid separately. All surface materials such as concrete sidewalks shall be repaired in accordance with Denver Public Works Rules and Regulations.

**Subsection 202.03 shall include the following:**

The Contractor shall safeguard any salvageable materials designated by Denver Public Works – Transportation (Denver Traffic), and shall be responsible for the expense of repairing or replacing damaged or missing material until it is delivered to the City and County of Denver Traffic Maintenance Yard at 5440 Roslyn Street.

Designation of salvageable equipment and times for delivery of such items shall be coordinated with Denver Traffic (contact Chris Lillie at 720-865-4066).

Signal operations shall be maintained at each of the project intersections throughout construction.

**Subsection 202.11 shall include the following:**

Removal of Traffic Signal Cabinet Base shall be measured by the number of locations that require the physical removal of a concrete or fiberglass foundation.

Work shall include physical removal and disposal of existing foundation and surface material, back-filling or repair of excavated foundation location, including any associated conduit or sidewalk modifications, adjustments or replacement required at the location.

**Subsection 202.12 shall include the following:**

Payment will be made under:

<u><b>Pay Item</b></u> Removal of Traffic Signal Cabinet Base	<u><b>Pay Unit</b></u> Each
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**REVISION OF SECTION 203  
POTHOLING**

**Section 203 of the Standard Specification is hereby revised for this project as follows:**

**Subsection 203.05(g) Excavation shall include the following:**

The work shall include One Pothole per utility per conduit crossing or as approved by the Engineer.

All surface material disturbed by potholing shall be restored in kind in accordance with the provisions of the most recent release of the *Standards and Details for the City and County of Denver*.

- All potholes must be core drilled.
- All potholes must be backfilled using only one of the following methods:
  - Wet Sand
  - Flowfill
  - Flashfill
  - The Contractor may submit a written request to use a material not specified above (squeegee, pea gravel, and native material will not be allowed)
- Potholes in an asphalt street must be patched back using hot bituminous asphalt, minimum 9-inch in depth.
- Potholes in a concrete street must be patched back with fast curing high strength concrete no less than 8000 psi in 28 days and a 3000 psi in 60 minutes.
- Full concrete panel replacement is required when a third pothole is core drilled in the same panel. The contractor that cut the last pothole (i.e. 3rd) will be required to replace the panel.
- Any pothole in a sidewalk will require a full panel replacement.
- Any pothole in the curb and gutter or any drainage way will require at a minimum, a half panel replacement.

**Delete Subsection 203.13(e) and replace with the following:**

(e) Potholing. Potholing will be measured by each. All other related work, including removal of existing pavement, backfilling, shoring and labor will not be measured and paid for separately, but shall be included in the work.

**Subsection 203.14 of the Standard Specifications shall be modified as follows:**

Payment will be made under:

**Pay Item**  
Potholing

**Pay Unit**  
Each

**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 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, 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.



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## REVISION OF SECTION 208 EROSION CONTROL

*Major SWMP Modification:* Changes to the original SWMP that removes or adds additional area to the Project, or modifies the final 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 Public Works Project Controls Office. As a clarification, the Development Services Department of the City serves as the point of intake and permit processing center.

*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.

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**REVISION OF SECTION 208  
EROSION CONTROL**

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 insure 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 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 or Landscape Architect, 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.

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## REVISION OF SECTION 208 EROSION CONTROL

### 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, drainageways, 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

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. All provisions of the following Parts V-VIII of this Section are hereby deleted and shall not be made part of the Project. 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 unless otherwise specified in the section.

“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 and CDOT as a result of construction activities associated with this Project. All removals shall be conducted in a timely manner.

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**REVISION OF SECTION 208  
EROSION CONTROL**

The Contractor shall be held responsible for remediation of any adverse impacts to the CCD or CDOT 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; 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 for ingress/egress from off-site impervious surfaces to construction site pervious areas 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 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 WMD 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.

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**REVISION OF SECTION 208  
EROSION CONTROL**

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 cement 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; Revised Municipal Code, City and County of Denver).
7. **SWEEPING:** This BMP requires that impervious surfaces which are adjacent to or contained within construction sites be swept on a daily basis or as needed during the day 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 receiving 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 Denver Public Works approval), or erosion control matting/Geotextiles. If stockpiles are located within 100 feet of receiving waters, a drainageway or the site 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 take place. 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; Revised Municipal Code, City and County of Denver)

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**REVISION OF SECTION 208  
EROSION CONTROL**

**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 CDOT's "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).

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**REVISION OF SECTION 208  
EROSION CONTROL**

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.
  - (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.

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**REVISION OF SECTION 208  
EROSION CONTROL**

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 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.



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**REVISION OF SECTION 208  
EROSION CONTROL**

- (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.

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**REVISION OF SECTION 208  
EROSION CONTROL**

- (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 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.

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**REVISION OF SECTION 208  
EROSION CONTROL**

- (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 V: 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 pay for separately in accordance with Section 608 of the Storm Drain Inlet Protection of this specification.

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 provide for in the Bid shall be included in the related appurtenance.

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 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.

**REVISION OF SECTION 208  
STORM DRAIN INLET PROTECTION**

**Section 208 of the Standard Specifications is hereby revised for this project as follows:**

**Subsection 208.05(j) Construction of BMPs shall include the following:**

Storm drainage inlet protection shall be placed at the nearest downstream inlet or any inlets immediately adjacent to any construction excavation or areas that require concrete work. The inlet protection shall be sewn geotextile fabric unit enclosing a porous structure in the form of a cylindrical tube placed in front of and extending beyond the inlet opening on both sides. The inlet protection shall be a Beaver Dam style as manufactured by Dandy Products Inc. (1-800-591-2284) ([www.dandyproducts.com](http://www.dandyproducts.com)) or approved equal.

Storm Drain protection shall remain in place throughout the entire project time to ensure protection of each individual construction site.

The Contractor shall review the sites which have completed construction to ensure that the inlet protection is achieving the proper protection and remediate all issues for the entire project time.

**Subsection 208.12 shall include the following:**

Payment will be full compensation for all work, materials and equipment required to complete the item, including surface preparation, maintenance throughout the project, and removal upon completion of the project.

**Pay Item**

Storm Drain Inlet Protection

**Pay Unit**

Each

**SECTION 212  
LANDSCAPE RESTORATION**

**Section 212 of the Standard Specifications is hereby revised for this project as follows:**

**Subsection 212.01 shall include the following:**

Disturbance of existing landscaping shall be minimized wherever possible. The Contractor shall notify the Engineer or Project Manager of any potential disturbance before beginning of signal work.

Landscape restoration shall consist of the repair and/or replacement of all landscape materials that may be damaged through the actions of the Contractor or his agents. This work may include but is not limited to sod, fencing, plantings, sprinkler systems and decorative features.

**Subsection 212.07 shall include the following:**

Landscape Restoration will be measured by actual number of square feet restored and accepted by the Engineer.

**Subsection 212.08 shall include the following:**

**Pay Item**

Landscape Restoration

**Pay Unit**

Square Foot

**REVISION OF SECTION 608  
CONCRETE SIDEWALK**

**Section 608 of the Standard Specifications shall be deleted in its entirety and replaced with the following:**

**Section 608.01 shall include the following:**

This work shall consist of the removal and replacement of concrete sidewalks in accordance with these specifications and in conformity with locations shown on the plans or as specified by the Engineer or Engineer's designee in the field.

**Section 608.02 shall include the following:**

Materials shall meet the requirements specified in the following subsections:

Joint Fillers: 705.01

Concrete for sidewalks or curb ramps shall be Class "P" with an air entrainment of 5-8% to address freeze thaw expansion/contraction. Concrete sidewalks shall have a broom finish with natural color as specified in subsections 601.02 and 601.03, except that No. 67 coarse aggregate shall be used.

Detectable warnings on curb ramps shall be Armor-Tile Tactile Systems or approved equal.

Concrete shall be cured with a non-pigmented "clear" curing compound.

Concrete will be subject to inspection and tests as required to assure compliance with quality requirements.

The use of calcium chloride is prohibited.

**Section 608.03 shall include the following:**

- (a) *Excavation.* Excavation shall be made to the required depth and to a width that will permit the installation and bracing of the forms. The foundation shall be shaped and compacted to a firm even surface conforming to the section shown on the plans or as staked in the field. Where excavation to the finished grade elevation results in sub-grade of unsuitable soil, the Engineer or Engineer's designee may designate the unsuitable material to be removed and replaced with approved material. The removal of unsuitable material and backfill with Class 6 Aggregate Base Course, or other material approved by the Engineer or Engineer's designee, shall not be measured or paid for separately but included in the cost of sidewalk.
- (b) *Forms.* Forms shall be of wood, metal, or other suitable material, and shall extend for the full depth of the concrete. All forms shall be straight, free from warp and of sufficient strength to resist the pressure of the concrete without springing. Bracing and staking of forms shall be such that the forms remain in both horizontal and vertical alignment until their removal. A satisfactory slip-form method may be used.
- (c) *Placing Concrete.* The foundation shall be thoroughly moistened immediately prior to the placing of the concrete. The proportioning, mixing and placing of the concrete shall be in accordance with the requirements for the class of concrete specified.

**REVISION OF SECTION 608  
CONCRETE SIDEWALK**

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

All outside edges of the slab and all joints shall be edged with a 6 mm (¼ inch) radius edging tool.

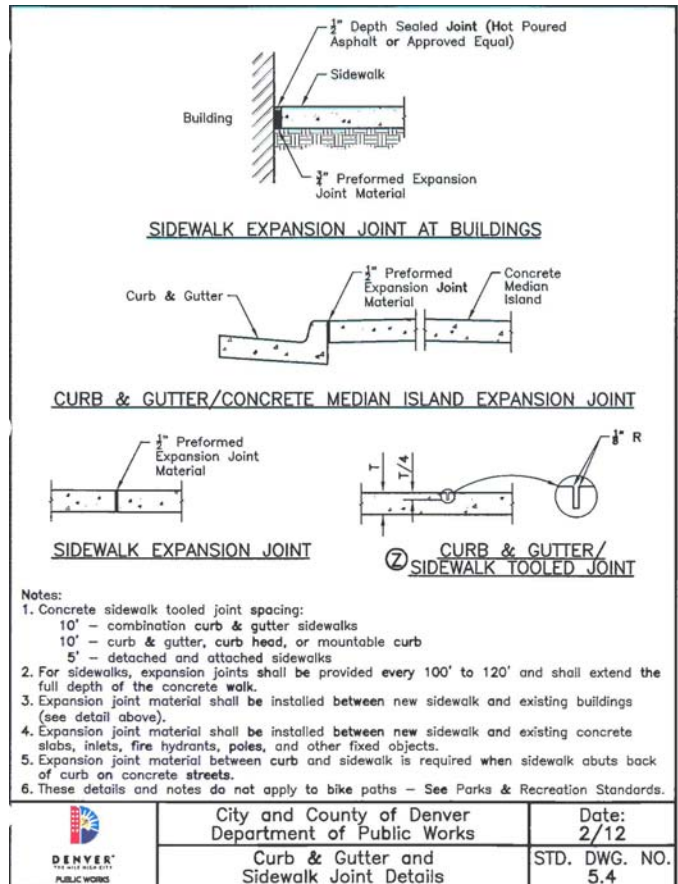
- (e) *Joints.* Expansion joints, at intervals of not more than 150 m (500 feet), shall be filled with 13 mm (½ inch) thick full depth, preformed expansion joint filler. The sidewalk shall be divided into sections by dummy joints formed by a jointing tool or other acceptable means as directed. These dummy joints shall extend into the concrete for at least ¼ of the depth and shall be approximately 3 mm (1/8 inch) wide. Dummy joints shall be spaced at intervals approximately equal to the width of the sidewalk. Construction joints shall be formed around all appurtenances such as manholes, utility poles, etc., extending into and through the sidewalk. Preformed expansion joint filler 13 mm (½ inch) thick shall be installed in these joints. Expansion joint filler 13 mm (½ inch) thick or the thickness indicated shall be installed between new concrete and any fixed structure such as a building or bridge. This expansion joint material shall extend for the full depth for the contact surface.

- (f) *Curing.* Immediately upon completion of the finishing, sidewalks shall be moistened and kept moist for three days, or they shall be cured by the use of membrane forming curing compound. The method and details of curing shall be subject to the approval of the Engineer or Engineer's designee.

During the curing period all traffic, both pedestrian and vehicular, will be excluded. Vehicular traffic will be excluded for such additional time as the Engineer or Engineer's designee may direct.

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 the new concrete items.

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



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**REVISION OF SECTION 608  
CONCRETE SIDEWALK**

**Section 608.05 shall include the following:**

Concrete sidewalks and curb ramps will be measured by the square yard of finished surface.

Saw cutting & removal of existing sidewalk panels, curb ramps, excavation to the proposed sub-grade elevation and backfilling will not be measured or paid for separately but shall be included in the concrete installation.

**Section 608.06 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, including expansion joint material. Sidewalk and Curb ramp replacement will both be paid for as Concrete Sidewalk.

Any and all concrete sidewalk areas to be removed that have a “brick” type or other pattern shall be replaced and stamped with the same pattern and/or color of concrete. Such work shall be paid as Concrete Sidewalk (Special).

Payment will be made under:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Concrete Sidewalk	Square Yard
Concrete Sidewalk (Special)	Square Yard

Note: For purposes of measurement, the average thickness of concrete replacement shall be assumed to be 8 inches. The actual thickness of concrete required shall match the depth of the adjacent existing concrete, but shall be no less than 6 inches.



**REVISION OF SECTION 613  
ELECTRICAL CONDUCTOR IDENTIFICATION**

**Section 613 of the Standard Specifications is hereby revised for this project as follows:**

**Subsection 613.08 shall include the following:**

All electrical conductors shall be tagged as follows:

Electrical conductor cable tags shall be located below the termination in the base of the streetlight, in the pull box, in the pedestal, and at the point of termination to existing facilities of the Local Utility Company supplying electrical service. The tags shall be attached with a cable tie. The information written on the tag shall include the direction and approximate length of cable, feeds running from where and to, etc.

Each incoming conductor shall be individually color coded with one (1) tape mark, while outgoing conductors shall have two (2) tape marks.

Example:

FEEDS TO PULL BOX 50' NORTH & 75' WEST THEN TO HIGHWAY SIGN	FEEDS FROM XFMR 250' SOUTH & EAST 200' WEST
---	---

Uniform tags are available in a Tag Kit. \*The Tag Kit consists of: 100 tags, 3-part yellow with 1 hole, 100 black nylon ties and 1 black Sharpie pen.

<u>Manufacturers</u>	<u>Catalog Numbers</u>	
Uticom Systems Inc.	U5025Y1	
Or approved equal		

**Subsection 613.11 shall include the following:**

Electrical conductor tagging will not be paid for separately, but shall be included in the cost of wiring.

**REVISION OF SECTION 613  
ELECTRICAL CONDUIT PULL TAPE (MULE TAPE)**

**Section 613 of the Standard Specifications is hereby revised for this project as follows:**

**Subsection 613.08 shall include the following:**

Each new conduit shall be equipped with a pull tape (mule tape). The pull tape shall be design and manufacture that prevents cutting or burning into the conduit during cable installation.

Material

The pull tape shall have clearly printed sequential footage and shall be:

1. Manufactured from a flat, woven polyester material of low elongation
2. Lubricated to reduce friction
3. Light enough to be blown into conduit or inner duct

Strand rope will not be acceptable.

Size and Strength

The pull tape shall have a minimum width of 3/4 inch and a minimum average tensile strength of 2500 pounds. No knots are allowed.

**Subsection 613.11 shall include the following:**

Electrical conductor pull tape in new conduit will not be paid for separately, but shall be included in the cost of conduits.

**REVISION OF SECTION 613  
ELECTRICAL CONDUIT – GENERAL**

**Section 613 of the Standard Specifications is hereby revised for this project as follows:**

**Subsection 613.01 shall include the following:**

This work includes furnishing and installing electrical conduit for use with and without fiber optic, other signal cables, or traffic signal installation. All materials furnished, assembled, fabricated, or installed under this item shall be new, corrosion resistant and in strict accordance with the details and these Special Provisions.

**Subsection 613.02 shall include the following:**

All conduits shall be fully compatible with fiber optic cable. Plastic conduit shall be Schedule 80 in the diameters shown on the plans and shall be compliant with Bellcore TW-NWT-000356 requirements.

Plastic PVC conduit shall be certified by the manufacturer as meeting ANSI/UL 6 and 651. The manufacturer shall be ISO 9000 compliant.

Each conduit shall be equipped with a pull tape (mule tape) and each bore shall have a copper tracer wire of at least 12 gauge. The pull tape shall conform to the City and County of Denver's specification as state in Revision of Section 613 – Electrical Conduit Pull Tape (Mule Tape).

**Add the following to subsection 613.07:**

Directional boring is the preferred method of conduit installation. Electrical Conduit (Trenched) applies to conduits that require installation by means of trenching (open excavation). Electrical Conduit (Bored) applies to conduit installed using directional boring or jacking technology. Open trenching will not be allowed except as identified in the plans or as directed by the Engineer.

All conduit bends, including factory-installed bends, shall not have a bend radius less than six times the inside diameter of the conduit.

Any excavations required for the installation of conduit or cable shall be performed in such a manner as to avoid unnecessary damage to streets, sidewalks, landscaping, sprinkler systems and other improvements. Trenches shall not be excavated wider than necessary for the installation of the electrical appurtenances. Excavation shall not be performed until immediately before installation of conduits. The material from the excavation shall be placed in a position not to cause damage or obstruction to vehicular or pedestrian traffic or interfere with surface drainage.

All surface materials including sprinkler systems, landscaping, shrubs, sod grass, and native growth vegetation which is disturbed by trenching and back-filling operation shall be restored in kind equal to or exceeding the original conditions.

All conduit runs that will not have a copper conductor installed shall have a #12 AWG stranded copper conductor placed inside for locating purposes. Locating conductor and tape will not be measured and paid separately, but shall be included in the unit price for conduit.

Conduit shall always enter a pull box, hand-hole, or any other type structure from the direction of the run only.

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**REVISION OF SECTION 613  
ELECTRICAL CONDUIT – GENERAL**

Conduit plugs for sealing conduit shall also be supplied and installed in all open conduit ends as soon as the conduit is installed. Plugs shall be durable, fabricated from no metallic parts, be of the split design to allow removal and reinstallation around in-place cables and be easily removable and reusable. Plugs shall be capable of being installed by hand without any tools, and shall provide a water/air tight seals of at least 100 psi and shall cause no damage to the cable when installed.

If the contractor is unable to jack or bore the conduit at the lengths shown on the plans from pull box to pull box, all splice couplings and associated work to splice the conduit shall be included in the cost of this item. This shall include excavation down to the required depth of conduit at the splice location. Also included in the cost of this item are all landscape repairs, which will be required after excavation of conduit at all splice locations. All splice couplings shall be water and air tight and installed at a depth to match the remaining run of conduit. No elevation difference will be allowed. Splices shall be kept to a minimum and all locations shall be approved by the City. Additional pull boxes shall not be substituted for splices.

At some locations (as illustrated on the Plans or in these specifications, or as directed by the Engineer), new conduits shall be installed in an existing pull box. At these locations, the Contractor shall carefully excavate around the pull box and install the new conduit in the pull box in a manner that meets the requirements of this Special Provision. The Contractor shall not damage the existing pull box. If the existing pull boxes or concrete collars are cracked or damaged during conduit installation, the Contractor shall be required to replace either or both conforming to the requirements of the contract at no additional cost.

At locations that require conduit to be installed above ground, such as connections to surface mounted pull boxes, Liquid-tight Flexible Metal Conduit (LFMC) shall be provided with appropriate fittings and connection hardware. Such conduit shall have a galvanized, high-tensile strength, flexible steel strip inner core (helically wound with sealing cord), and the outer core shall be a UV resistant, liquid-tight smooth PVC sheath that is “keyed” into the inner steel core.

**Subsection 613.10 shall include the following:**

Electrical Conduit will be measured by the linear feet of conduit installed in accordance with these Special Provisions and Project Standards or as directed by the Engineer. Electrical Conduit will include groundwork, sweeps, pull tape, copper tracer wire, adapters, fittings, splice couplings, conduit plugs (for conduits both with and without fiber optic cable), equipment, labor, and all other items necessary to complete the work.

**Subsection 613.11 shall include the following:**

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
2" Electrical Conduit (Bored)	Lineal Foot
3" Electrical Conduit (Trench)	Lineal Foot
3" Electrical Conduit (Bored)	Linear Feet
3" Electrical Conduit (Trenched)	Linear Feet
4" Electrical Conduit (Bored)	Linear Feet
6" Electrical Conduit (Bored)	Linear Feet
Two 3" Electrical Conduit (Bored)	Linear Feet
Three 3" Electrical Conduit (Bored)	Linear Feet
One 2" and Two 3" Electrical Conduit (Bored)	Linear Feet
Copper Tracer Wire	Linear Feet
Install Pull Tape in Existing Conduit	Linear Feet

**REVISION OF SECTION 613  
PULL BOXES – GENERAL**

**Section 613 of the Standard Specifications is hereby revised for this project as follows:**

**Subsection 613.01 shall include the following:**

This work shall consist of installation of one or more pull boxes of the size and type as indicated in the following section. Pull boxes (Type A and B) shall be furnish by the City and County of Denver and install by the Contractor. Pull boxes (Type C) shall be furnish and install by the Contractor. This work also includes the removal and replacement of existing pull boxes. All work shall at locations as specified on the plans and/or as directed by the Engineer.

**Subsection 613.07 shall include the following:**

All traffic signal pull boxes, except surface mounted ones, shall be made of fiberglass reinforced polymer concrete and shall be designed to support a minimum service load of 15,000 pounds over a 10" x 10" square. Pull boxes shall be of the type specified in the plans. The pull box shall have a detachable cover that has a skid-resistant surface. Pull box size and general use are as follows:

Electric pull boxes, or Pull Box (Type A) (Electric), shall have the words "ELECTRIC" physically impressed on their top. The pull box shall have minimum inside dimensions of 23.25" long by 13.75" wide by 12" deep.

Pull boxes that are installed to house traffic signal cables, Pull Box (Type B) (Traffic), shall have the words "TRAFFIC" physically impressed (not painted) on its top. The traffic pull boxes shall have minimum inside dimensions of 30.5" long by 17.5" wide by 24" deep.

Pull boxes that are installed to house communication cables, Pull Box (Special)(Type B and C), shall have the words "TRAFFIC COMM" physically impressed (not painted) on its top. The Type B interconnect pull boxes or Pull Box (Special)(Type B) shall have minimum inside dimensions of 30.5" long by 17.5" wide by 24" deep. The Type C interconnect pull boxes Pull Box (Special)(Type C) shall have a minimum inside dimension of 34.25" long by 22.25" wide by 24" deep. The covers shall be attached to the pull box body by screw-in bolts and shall have two lift slots to aid in the removal of the lid.

All concrete collars, footings, and location marker supports shall be Portland Cement Concrete Class B and shall be in accordance with Section 601.

Pull boxes that are to be in traveled ways shall be outfitted with traffic bearing lids rated for HS 20-44 loads. The pull boxes shall have a special concrete footing extending 8 inches around the outside and 6 inches around the inside of the pull box bottom, as shown in the plans. Pull boxes installed in dirt or landscape areas shall have a 12 inch wide by 6 inch thick concrete collar placed around the top in lieu of the concrete footing, as shown in the plans.

Pull Box (Surface Mounted) shall be metal type with a hinged front door and have at least a NEMA 3R rating. The hinged door shall be provided with both a weather tight seal and a key lock mechanism. Surface mounted pull boxes shall be of the dimensions shown in the plans, and shall be mounted on or embedded into hard surfaces such as bridge decks, concrete barriers, retaining walls, or buildings, as shown on the plans. Surface mounted pull boxes shall be attached using 3/8-inch epoxy anchors or other methods, as approved by the Engineer. Surface mounted pull boxes shall not be used for ground installations.

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**REVISION OF SECTION 613  
PULL BOXES – GENERAL**

When the plans call for a fiber optic cable location marker to be installed at the pull box location, the concrete foundation support for the location marker shall be placed monolithically with the concrete collar.

At some intersections, existing pull boxes and conduits may need to be modified to accommodate minimum bend requirements of interconnect cable and/or splice closures. At the direction of the Engineer, the Contractor shall remove existing pull boxes and replace with a pull box large enough to meet the interconnect manufacturer's recommended minimum bend radius or the splice closure requirements. Replacement of pull boxes to accommodate these requirements will be measured as each and paid for as either Pull Box (Special)(Type C), Pull Box (Special)(Type B)(Install Only), Pull Box(Type A)(Electric)(Install Only) or Pull Box (Type B)(Traffic)(Install Only).

The covers shall be attached to the pull box body by screw-in bolts and shall have two lift slots to aid in the removal of the lid.

Any surface mounted pull boxes shall be aluminum NEMA type enclosures, and are intended for above ground applications only. Enclosures shall be watertight with a lockable door (Type 4 or better rating) with minimum dimensions of 20" long by 16" high by 8 inches deep. Connection between surface mounted pull boxes and nearest communication pull boxes shall be by means of Liquid-tight Flexible Metal Conduit (LFMC).

**Subsection 613.11 shall include the following:**

All pull box installation shall include the removal of any existing pull box, installation of the new pull box, modification of conduit ends, restoration of disturbed surface materials, and all other work necessary to complete the installation. Pull boxes furnished and installed by the Contractor or furnished by the City and County of Denver and installed by the Contractor shall be measured and paid on the basis of the number of boxes installed as specified in the plans or as directed by the Engineer. The contract unit price for each pull box shall be full compensation for all work described above, specified in the plans and complete and in place.

**Subsection 613.12 shall include the following:**

<u>Pay Item</u>	<u>Pay Unit</u>
Pull Box (Special)(Type C)	Each
Pull Box (Special)(Type B)(Install Only)	Each
Pull Box (Type A)(Electric)(Install Only)	Each
Pull Box (Type B)(Traffic)(Install Only)	Each

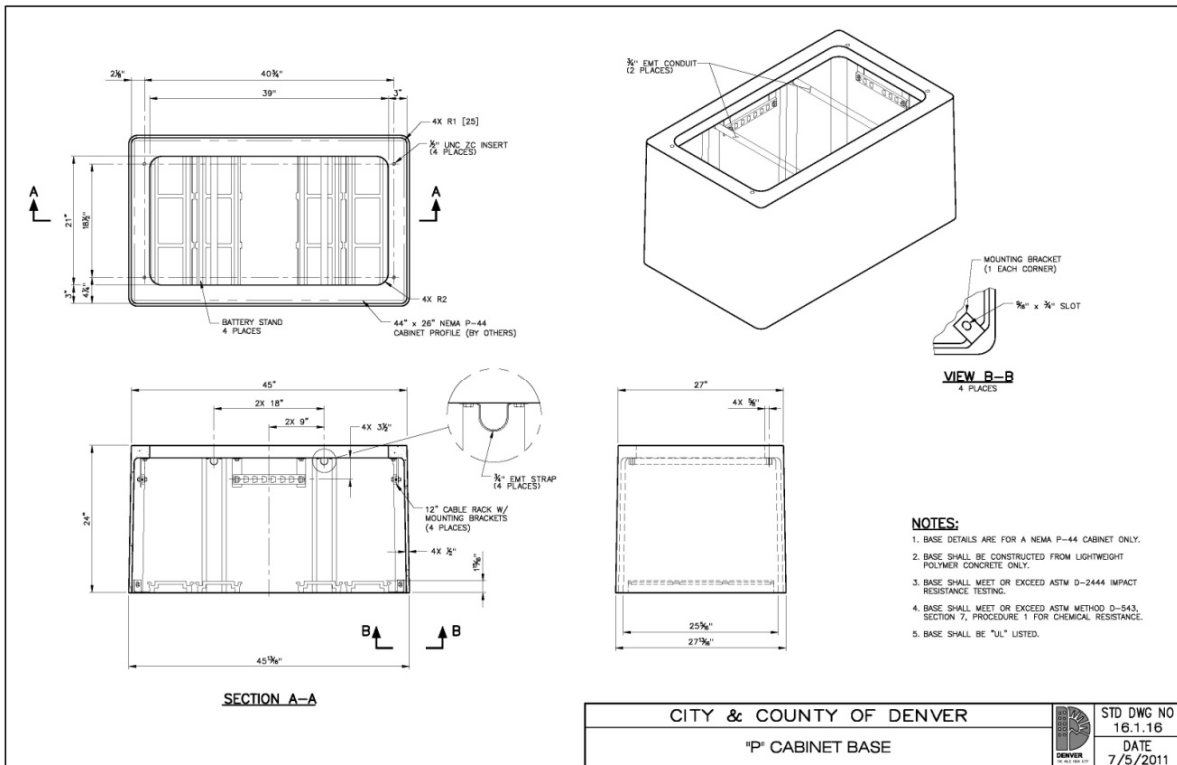
**REVISION OF SECTION 614  
TRAFFIC SIGNAL CABINET BASE (INSTALL ONLY)**

**Section 614 of the Standard Specifications is hereby revised for this project as follows.**

**Subsection 614.01 shall include the following:**

This work is for the installation of either the pre-fabricated or concrete traffic signal controller cabinet bases at locations as shown on the plans. The cabinet bases shall be installed in accordance with City & County of Denver’s Traffic Signal Standard detail sheets nos. 16.1.16 and 16.1.17.

Dimensions of the cabinet base are as shown in the following drawing:



**Subsection 614.10 shall include the following:**

Prior to starting cabinet base installation, Contractor shall obtain field verification of the location of the cabinet from the Engineer.

Cabinet base installation shall include all labor and materials to completely install a new P-size cabinet base as directed in the plans. The item shall include all excavation, conduit installation and modification work, backfill and restoration of adjacent surface area.

**Subsection 614.13 shall include the following:**

Installation of the traffic signal cabinet bases shall be measured by the total number of bases are installed and accepted.

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**REVISION OF SECTION 614  
TRAFFIC SIGNAL CABINET BASE (INSTALL ONLY)**

**Subsection 614.14 shall include the following:**

Payment will be made under:

**Pay Item**

Traffic Signal Cabinet Base (Concrete)  
Traffic Signal Cabinet Base (Pre-Fab)

**Pay Unit**

Each  
Each



**REVISION OF SECTION 614  
FIBER OPTIC CABLE - GENERAL**

**Section 614 of the Standard Specifications is hereby revised for this project as follows:**

**Subsection 614.01 shall include the following:**

This work provides for the installation of fiber optic communications cable to be installed in conduit or duct as specified in the plans. The Fiber Optic Cable shall meet the requirements of the Project Special Provision, 614 Loose Tube Fiber Optic Cable included in this specification package for all fiber optic cable furnished on this project.

All fiber-optic interconnect cable shall be furnished and installed by the Contractor as shown on the plans. The number denoted prior to the "MM" designator identifies the number of multi-mode fibers (Strands) in the cable. The number denoted prior to the "SM" designator identifies the number of single-mode fibers (Strands) in the cable. The main cable shall be installed in continuous runs except where maximum pull lengths govern. Manufacturer's recommended limits for cable pull lengths shall not be exceeded.

Cable ends shall be stored in pull boxes or splice closures at locations indicated in the plans or as directed by the Engineer. Fibers to be spliced and/or connected in any manner shall be limited to those identified in the plans, and only in designated controller cabinets or splice closures. All other fibers shall be left uncut or sealed as appropriate in a manner recommended by the cable manufacturer.

Fiber optic cable shall be installed in a continuous run between all controller cabinets and splice closures as shown in the plans. Lateral cables shall be spliced only in splice closures and routed to the controllers as shown in the plans. **Under no conditions shall the fiber cable be cut out or spliced at intermediate points without the express written direction of the Engineer.**

Cable shall be installed in new conduit or existing conduit as specified in the plans. The Contractor shall be required to leave a minimum of 10 feet of cable slack in the equipment controller cabinet. The Contractor shall leave a minimum of 50 feet of cable slack in the communication pull box adjacent to the controller or shall leave a minimum of 50 feet of slack in all other communication pull boxes.

Fiber optic cable shall be neatly coiled and clearly tagged and labeled at each communication pull box and at all locations where the fiber is exposed. Cable tags and Labels shall be as follows:

Materials: Metal or heavy plastic identification tags with cable type and number, copper pair or optic number assignments, and destination shall be provided on both ends of all cables (except station cables) and all splice cases. All cables shall be clearly labeled with cable number (City to determine scheme) and size at each end of the cable, when it enters or leaves a conduit and at 30-foot intervals when run in accessible areas such as tunnels, manholes, ceilings, etc.

Manufacturer: Tags shall be 3M, Panduit or an approved equivalent.

Controller cabinets to be connected under this project will connect directly to the appropriate controller as shown in the plans. This connection will be paid under Telemetry (Field).

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**REVISION OF SECTION 614  
FIBER OPTIC CABLE – GENERAL**

General Requirements: The Contractor shall provide the Engineer or Engineer's designee with two copies of the cable manufacturer's cable specifications and installation instructions for fiber optic cable in conduit. All installation shall be in accordance with these practices except as otherwise directed by the Engineer or Engineer's designee.

Additional cable costs due to damage caused by the Contractor's neglect of recommended procedures shall be Contractor's responsibility. The main cable shall be installed in continuous runs except where cable type changes or where maximum pull lengths govern. The manufacturer's recommended limits for cable pull tensions shall not be exceeded. Cable ends shall be stored in controller cabinets or pull boxes immediately adjacent to cabinets or as directed by the Engineer or Engineer's designee.

Lateral and Branch cables shall be installed using appropriate strain relief in the cabinet (through cable ties) at a minimum of three locations.

All fiber optic cables to be installed shall be checked with an OTDR before and after installation. Documentation of fiber performance shall be provided to the Engineer or Engineer's designee within 30 days of test. All optical fibers shall be within the manufacturer's recommended tolerances. In addition, any other acceptance testing recommended by the manufacturer shall be provided. Data shall be supplied to the Engineer or Engineer's designee prior to completion of the project.

Fiber optic cable shall be transported to site using cable reel trailers. Care shall be taken at all times to avoid scraping, denting, twisting, or otherwise damaging the cable before, during and after installation. Damaged cable shall be replaced by the Contractor without additional compensation.

Cable shall be installed in conduit or duct in the field in accordance with the contract drawings. The conduit and duct ends shall have all rough edges smoothed to prevent scraping the cable. All existing or suspected dirt and debris within the conduit shall be cleaned with compressed air before installing cable. A manufacturer recommended lubricant shall be applied to the cable to reduce friction between the cable and duct or conduit. Where fiber optic cables are to be installed in inner duct, the Contractor shall secure each section of the conduit to prevent it from being pulled without the cables.

A cable grip shall be attached to the cables so that no direct force is applied to the optical fiber. The cable grip shall have a ball-bearing swivel to prevent the cable from twisting during pulling. Cable rollers and feeders and winch cable blocks shall be used to guide the cable freely into the duct and at maintenance hole locations. Mechanical aids and pulling cable or ropes shall be used as required. **The maximum pulling tension as defined by the cable manufacturer shall not be exceeded.** The cable shall be taken up at intermediate pulling points with an intermediate cable take-up device as approved by the Engineer or Engineer's designee to prevent over-tension on the cable. Cable pulls shall be continuous and steady between pull points and shall not be interrupted until the entire run of cable has been pulled. Personnel equipped with two-way radios shall be stationed at each maintenance hole, cabinet, pedestal, communications box, and junction box through which the cable is to be pulled to observe and lubricate the cable. Intermediate splices between pull boxes shall not be allowed. The cable shall be securely fastened in place within pull boxes, pedestals, manholes and cabinets.

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**REVISION OF SECTION 614  
FIBER OPTIC CABLE - GENERAL**

The contractor shall ensure cable length is sufficient to allow for connection between the communications equipment and the splice equipment and the splice enclosures including provision for slack, vertical runs, cable necessary for splicing, wastage and surplus cable to allow for the removal of the splice enclosure for any future splicing work.

Lateral and Branch Fiber Optic Cable: Lateral/Branch fiber optic cable shall be installed in new or existing conduit, or along existing span wire, as depicted in the plans. Cables shall be the 6x6 strands (6 Single Mode and 6 Multi Mode) fiber optic cables and shall be provided with appropriate strain relief in the cabinet, consisting of cable ties in at least three interior cabinet locations. Lateral and Branch fiber optic cable shall be clearly tagged and labeled as such at pull boxes and all other locations where it is exposed. At any location where the cable is brought into or out of a span wire pole, the Contractor shall install a new weather-head to accommodate the bending radius of the cable.

Fiber Optic Cable will be measured by the linear feet for the main (backbone), lateral and branch cables, and shall include all labor and materials required to install the main, lateral, branch, and start cables through conduits to all pull boxes, cabinets and closures specified in the plans.

**Subsection 614.13 shall include the following:**

Installation of the fiber optic cables shall be measured by the total linear feet of cables installed and accepted.

**Subsection 614.14 shall include the following:**

Payment will be made under:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Fiber Optic Cable (Denver Hybrid 6x6 Strands)	Linear Feet
Fiber Optic Cable (Single Mode)(24 Strands)	Linear Feet
Fiber Optic Cable (Multi Mode)(24 Strands)	Linear Feet

## **REVISION OF SECTION 614 LOOSE TUBE FIBER OPTIC CABLE**

**Section 614 of the Standard Specifications is hereby revised for this project as follows.**

*Notice:*

*Every effort has been made to ensure that the information contained in this specification is complete and accurate at the time of publication; however, information contained herein is subject to change.*

*Trademarks:*

*ANSI® is a registered trademark of the American National Standards Institute, Inc.*

*KELLEMS® is a registered trademark of Harvey Hubbell, Inc.*

### 1. Scope

This specification covers the general design requirements and performance standards for fiber optic cables intended primarily for use in the outside plant environment. The purpose of this document is to provide the essential requirements for All-Dielectric Single Jacket Loose Tube Fiber Optic cable to be used in the City of Denver networks.

The product requirements and features described in this specification are those considered useful for ensuring proper selection and manufacturing of fiber optic outside plant cables.

In this specification, all observed or calculated values are rounded off "to the nearest unit" in the last right hand place of figures used in expressing the limiting value. The round-off method of ASTM E 29 is used.

These cables should comply with industry standards such as Telcordia Technologies GR-20 (formerly Bellcore), Electronic Industries Association (EIA), Telecommunications Industry Association (TIA), International Telecommunications Union (ITU), International Electrotechnical Commission (IEC), and American Society for Testing and Materials (ASTM).

### 2. Optical Fiber Characteristics

High quality optical fibers should be made with pure silica-based glass to have very low loss for infrared wavelengths and to be used to carry large amounts of information for very long distances in optical communication systems.

Details of the optical fibers are not covered in this specification, but the proposed cable should contain AllWave® or TrueWave® fibers for Single-Mode applications, or Multimode fibers that comply with the specific fiber requirements supplied by the City and County of Denver and meets or exceeds these specifications.

### 3. Cable Core Characteristics

#### Color Code

The individual colors for fibers and buffer tubes in loose tube cable cores should comply with EIA/TIA-598 as given in the following table.

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**REVISION OF SECTION 614  
LOOSE TUBE FIBER OPTIC CABLE**

Table 1 – Fiber and Tube Color Code

<i>Fiber or Tube No.</i>	<b>Color</b>	<i>Tube No.</i>	<b>Color</b>
1	Blue (BL)	13	Blue-Dash (BL-DS)
2	Orange (OR)	14	Orange-Dash (OR-DS)
3	Green (GR)	15	Green-Dash (GR-DS)
4	Brown (BR)	16	Brown-Dash (BR-DS)
5	Slate (SL)	17	Slate-Dash (SL-DS)
6	White (WH)	18	White-Dash (WH-DS)
7	Red (RD)	19	Red-Dash (RD-DS)
8	Black (BK)	20	Black-Dash (BK-DS)
9	Yellow (YL)	21	Yellow-Dash (YL-DS)
10	Violet (VI)	22	Violet-Dash (VI-DS)
11	Rose (RS)	23	Rose-Dash (RS-DS)
12	Aqua (AQ)	24	Aqua-Dash (AQ-DS)

#### Central Strength Member

The central member functions as an anti-buckling element, and should be a glass/epoxy composite dielectric rod. A polyethylene overcoat may be applied to the central member to provide the proper spacing between buffer tubes during stranding.

#### Loose Tube Cable Buffer Tubes

Optical fibers are enclosed within buffer tubes that have a diameter several times larger than the diameter of the fibers. The optical fibers are loose within the buffer tubes allowing the fibers to move freely. The loose buffer tubes should have a 2.5 mm diameter, with a nominal wall thickness of 0.4 mm. For composite or hybrid cable designs (i.e. when both single-mode and multi-mode fibers are contained within the same cable), the single-mode fibers will be contained in the first buffer tubes. The multi-mode fibers will be contained in the sequenced buffer tubes following the multi-mode buffer tubes.

Table 2 – Buffer Tubes

<b>Fiber Count</b>	<b>Buffer Tube OD (mm)</b>	<b>Fibers per Tube</b>
1-288	2.5	12

The buffer tubes (and filler rods, if necessary) must be stranded in a reverse oscillation lay (ROL) technique around the central member to allow for easy mid-span access. The core of buffer tubes should be wrapped with two counter helically applied threads to bind together the cable core.

#### Filler Rods

In order to create a round cable, filler rods of the same diameter as the buffer tubes may be used to fill empty positions. Filler rods are made out of HDPE and are natural in color.

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## REVISION OF SECTION 614 LOOSE TUBE FIBER OPTIC CABLE

### Water Blocking System

Water blocking of the core outside and around the buffer tubes must be accomplished via “dry” elements. **In addition, water-blocking inside the buffer tubes must be accomplished via “dry” elements as well.**

These “dry” water blocking elements form a gel compound when in contact with water. The gel should effectively fill the interstices of the core and the inside of the tubes to prevent water penetration along the length of the cable.

Dry water blocking elements should be in the form of binders, tapes, or yarns depending on where they are being applied.

### 4. Cable Sheath Characteristics

The sheaths described in this section are:

- All-Dielectric Single Jacket: one polyethylene jacket, no metallic elements (SJ)

### Strength Elements

Sheath strength elements are applied over the cable core to provide the cable with the required tensile strength. These elements are made of fiberglass (Aramid yarns may be used as well).

### Outer Jacket

An outer polyethylene jacket is applied over the cable to provide overall mechanical protection. This jacket is made of MDPE (or HDPE upon request) and is usually black. If required, the jacket could have two co-extruded colored tracer stripes located 180 degrees apart to aid in cable identification. The jacket will be continuous, free from pinholes, splits, blisters, or other imperfections.

### RipCORDS

For ease of jacket removal, one clearly identifiable polyester ripcord is provided under the outer jacket for SJ designs. SJ/SA designs shall have two under armor ripCORDS placed 180 degrees apart. DJ/SA designs shall have one ripCORD under both the inner jacket and steel armor.

Cable Cross-Sections: Single Jacket (JC) - Figure 1 – Single Jacket



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**REVISION OF SECTION 614  
LOOSE TUBE FIBER OPTIC CABLE**

Table 3 – Target Cable Outer Diameters

NUMBER OF FIBERS								
	2 - 60 (5 Pos.)	2 - 72 (6 Pos.)	73 - 96 (8 Pos.)	97 - 120 (10 Pos.)	121- 44 (12 Pos.)	145-216 (18 Pos.)	217-240 (20 Pos.)	241-288 (24 Pos.)
SHEATH TYPE	Cable OD in. (mm)	Cable OD in. (mm)	Cable OD in. (mm)	Cable OD in. (mm)	Cable OD in. (mm)	Cable OD in. (mm)	Cable OD in. (mm)	Cable OD in. (mm)
SJ	0.42 (10.6)	0.43 (11.0)	0.50 (12.8)	0.57 (14.4)	0.64 (16.2)	0.66 (16.7)	0.69 (17.4)	0.76 (19.2)

#### 5. Mechanical, Environmental and Electrical Requirements

These cables must meet the requirements of Telcordia GR-20-CORE with all testing performed based on EIA/TIA-455 standards. The manufacturing company must provide proof of their quality control standards with ISO 9001 and TL9000 certifications. The cables should comply with the following temperature ranges:

<b>Operation:</b>	-40°C to 70°C (-40°F to 158°F)
<b>Installation:</b>	-30°C to 60°C (-22°F to 140°F)
<b>Storage/Shipping:</b>	-40°C to 75°C (-40°F to 167°F)

#### Single-Mode Fibers

Per Telcordia GR-20, the magnitude of the attenuation change shall be less than or equal to 0.05 dB for 90% of the test fibers and less than or equal to 0.15 dB for the remaining 10% of test fibers. Cable aging allows for 0.10 dB/km average attenuation change with a magnitude of the maximum attenuation change for each individual fiber to be less than 0.25 dB/km. These attenuation values include a 0.05 dB allowance for measurement repeatability.

During mechanical and environmental testing evidence of cracking, splitting or other failure of the sheath components when examined under 5X magnification would result in failure of the proposed test requirements. In addition, no fiber shall lose optical continuity because of the test.

Table 4 – Testing for Single Mode Fibers

Cable Test	Test Method	Requirement
Tensile Loading and Bending	EIA/TIA-455-33	90% < 0.05 dB Max. Added Loss
	IEC 794-1-E1	100% < 0.15 dB Max. Added Loss
Cyclic Flexing	TIA/EIA-455-104	90% < 0.05 dB Max. Added Loss
	IEC 794-1-E6	100% < 0.15 dB Max. Added Loss
Cyclic Impact	EIA/TIA-455-25	90% < 0.05 dB Max. Added Loss
	IEC 794-1-E4	100% < 0.15 dB Max. Added Loss

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**REVISION OF SECTION 614  
LOOSE TUBE FIBER OPTIC CABLE**

Table 4 – Testing for Single Mode Fibers (Continue)

<b>Cable Test</b>	<b>Test Method</b>	<b>Requirement</b>
Compressive Loading	TIA/EIA-455-41 IEC 794-1-E3	90% < 0.05 dB Max. Added Loss 100% < 0.15 dB Max. Added Loss
Twist	TIA/EIA-455-85 IEC 794-1-E7	90% < 0.05 dB Max. Added Loss 100% < 0.15 dB Max. Added Loss
Low and High Temperature Bend	EIA/TIA-455-37 IEC 794-1-E11	90% < 0.05 dB Max. Added Loss 100% < 0.15 dB Max. Added Loss
External Freezing	EIA/TIA-455-98 IEC 794-1-F6	< 0.05 dB Mean Added Loss < 0.15 dB Max. Added Loss
Temperature Cycling	EIA/TIA-455-3 IEC 794-1-F1	<input type="checkbox"/> 0.05 dB/km Mean Added Loss <input type="checkbox"/> 0.15 dB/km Max Added Loss
Cable Aging	EIA/TIA-455-3 IEC 794-1-F1	<input type="checkbox"/> 0.10 dB/km Mean Added Loss <input type="checkbox"/> 0.25 dB/km Max Added Loss
Water Penetration	EIA/TIA-455-82 IEC 794-1-F5	No flow after 24 hours from one meter length of cable

## Multimode Fibers

Per Telcordia GR-20, the allowable attenuation increase during the mechanical and environmental testing is 0.20 dB. Cable aging allows for the maximum attenuation change for each individual fiber to be less than 0.40 dB/km.

During mechanical and environmental testing evidence of cracking, splitting or other failure of the sheath components when examined under 5X magnification would result in failure of the proposed test requirements. In addition, no fiber shall lose optical continuity because of the test.

Table 5 – Testing for Multi-Mode Fibers

<b>Cable Test</b>	<b>Test Method</b>	<b>Requirement</b>
Tensile Loading and Bending	EIA/TIA-455-33 IEC 794-1-E1	0.20 dB Max. Mean Added Loss
Cyclic Flexing	TIA/EIA-455-104 IEC 794-1-E6	0.20 dB Max. Mean Added Loss
Cyclic Impact	EIA/TIA-455-25 IEC 794-1-E4	0.40 dB Max. Mean Added Loss
Compressive Loading	TIA/EIA-455-41 IEC 794-1-E3	0.20 dB Max. Mean Added Loss
Twist	TIA/EIA-455-85 IEC 794-1-E7	0.20 dB Max. Mean Added Loss
Low and High Temperature Bend	EIA/TIA-455-37 IEC 794-1-E11	0.40 dB Max. Mean Added Loss
External Freezing	EIA/TIA-455-98 IEC 794-1-F6	0.20 dB Max. Mean Added Loss
Temperature Cycling	EIA/TIA-455-3 IEC 794-1-F1	<input type="checkbox"/> 0.5 dB/km Max Added Loss 80 % <input type="checkbox"/> 0.25 dB/km Added Loss
Cable Aging	EIA/TIA-455-3 IEC 794-1-F1	<input type="checkbox"/> 1.0 dB/km Max Added Loss 80 % <input type="checkbox"/> 0.5 dB/km Added Loss
Water Penetration	EIA/TIA-455-82 IEC 794-1-F5	No flow after one hour from one meter length of cable



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**REVISION OF SECTION 614  
LOOSE TUBE FIBER OPTIC CABLE**

Note:

The tensile rating for all of the cables described should be 2.7 kN (600 lbf), with a compression rating of at least 220 N/cm under GR-20 requirements.

6. Cable Marking

Printed Characters

For standard outer jackets, printed characters shall be indent printed with white characters for black jackets, black characters for non-black jackets, or as otherwise specified.

For standard striped outer jackets, printed characters shall be indent printed with white characters for red, green, orange, yellow, blue striped cables, light-blue characters for white striped cables, or as otherwise specified by the customer.

The characters shall be of proper height and space to produce good legibility. Character heights of 2 mm should facilitate adequate readability. An occasional illegible marking is permitted if there is a legible marking on either side.

Markings

The cable shall be sequentially marked at one meter, or two-foot intervals depending on specific requirements issued by the City of Denver. The length marks shall not be reset to zero on any length of the cable. The actual length of cable shall be within +1, -0% of the marked length.

Each length of cable shall be marked with the following legend:

"(Manufacturer Name) OPTICAL CABLE, (Product Part Number), (Month and Year of Manufacture, [MM-YY]), (Fiber Count [XXX F], where XXX is the number of optical fibers in the cable), and (Manufacturers' Serial Number)"

Re-Markings

Only one remarking is permitted. If required, either of the following methods for remarking shall be used: Method A: Completely remove the defective marking and remark the characters with the original color. Method B: Leave the defective marking on the jacket and remark on a different portion of the cable jacket with yellow character print. The new number sequence shall differ from any other existing marking by at least 5000.

Any cable that contains two sets of markings shall be labeled to indicate the color and sequential numbers to be used. The labeling shall also be applied to the reel tag.

Cable Packaging

Reels

The manufacturer shall supply the product using their standard reel sizes, methods, apparatus, and reel wood lagging, but stenciled according to these specifications. The specifications outlined here are guidelines on what is expected with respect to packaging.

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## REVISION OF SECTION 614 LOOSE TUBE FIBER OPTIC CABLE

Reels are assumed to be in good working condition, firm, and be able to support the product through shipping and final installation. Reels shall be clean, dry and free of excessive dirt. All reels shall be checked for high nails, stave fit and proper stenciling.

### Reel Labels

Each wooden reel shall be permanently marked with the following information:

- “(Manufacturer’s name)” (red paint)
- “OPTICAL CABLE” (black paint)
- An arrow and the wording “cable end” to indicate the position of the outside cable end. (red paint)
- An arrow and the wording “ROLL THIS WAY” to indicate the direction the reel should be rolled to prevent loosening of the cable. (black paint)
- Reel Number (red paint)

Cable handling stickers/cards must be attached to both flanges of every reel. Each sticker must be stapled to the flange. See Figure 4 for illustrations of the stickers to be used.

### Reel Lagging

#### Thermal Protection

Outer layers of the reel shall be covered with a protective wrap to limit the solar heating of the cable. This helps limit the cable surface temperature so that it will not exceed 10 C (18 F) above ambient temperature under maximum solar radiation according to Telcordia GR-20 requirements. All foil wrap shall be securely fastened to the cable by at least 2 pieces of strapping tape.

#### Composite & Wood Lagging

Reels shipping domestically shall be lagged with a suitable protective wrap (can be the same thermal protection wrap) and banded with steel straps. This wrap shall cover the cable from flange to flange and provided some mechanical protection to the outer layers of cable as well as weather resistance. Reels shipping for export shall be lagged with wooden boards nailed to each flange and banded with steel straps in addition to the protective wrap around the outer layers of cable.

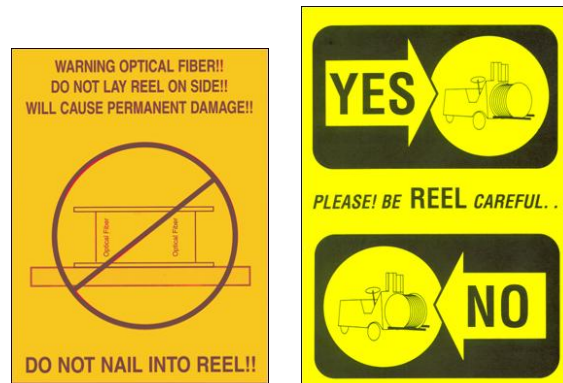


Figure 4 – Reel Stickers

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**REVISION OF SECTION 614  
LOOSE TUBE FIBER OPTIC CABLE**

Others

Cable Ends

Each end of the cable shall have end seals, either end caps or KELLEMS® pulling grips, in order to prevent moisture ingress into the cable during shipping, storage, or installation.

The top end of the cable shall be securely fastened to the inside of the reel flange to prevent the cable from becoming loose in transit or during handling. The bottom end, “test tail”, shall be approximately three meters in length and easily accessible. The end shall be protected within a cable slot and be securely fastened to the outside of the reel flange with wire ties or walkout straps. Staples, nails or yarn attached to the reel during manufacturing shall be removed.

The cable slot can be partially protected to prevent the cable tail from moving outside this, however for export orders the cable slot must be completely sealed by metallic protection rings, plywood covers, or other.

Cable Length Tolerance

Cables ordered to standard factory lengths shall have an actual length within –0% and +5% of the length ordered unless otherwise specified by the customer.

Certified Test Data

Each cable shall have certified test data securely fastened to the reel in a waterproof wrapping. The certified test data sheet shall include the following information:

- Cable Number
- Date
- Customer Name
- Ordered Length
- Customer Order Number
- Ship Length
- Customer Cable Code
- Customer Reel Number
- Customer’s Attenuation Specification(s)
- Number of Fibers
- Cable Construction
- Fiber Transmission Data
- Bandwidth Data – only applies to Multi-Mode Fibers
- Authorized Signature

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**REVISION OF SECTION 614  
LOOSE TUBE FIBER OPTIC CABLE**

Reel Tag

Each cable shall have a reel tag securely fastened to the reel in a waterproof wrapping. The Reel Tag (Cut Length Data Sheet) shall include the following information:

- Cable Number
- Date
- Customer Name
- Ordered Length
- Customer Order Number
- Ship Length
- Customer Cable Code
- Customer Reel Number
- Customer's Attenuation Specification(s)
- Number of Fibers
- Beginning and Ending Sequential Length Markings
- Gross Weight
- Net Weight
- Inspected By Signature

**REVISION OF SECTION 623  
TRAFFIC VALVE BOX**

**Section 623 of the Standard Specifications is hereby revised for this project as follows.**

**Subsection 614.01 shall include the following:**

This work is for the installation of traffic valve box. The valve box shall be furnish by the City and County of Denver and install by the Contractor in accordance with City & County of Denver's Traffic Signal Standard detail sheet no. 16.1.7.

**Subsection 614.10 shall include the following:**

Prior to valve box installation, the Contractor shall obtain field verification of the locations of the valve box from the Engineer.

Traffic valve box installation shall include all labor and materials to completely install a valve box as shown in the plans. The item shall include all excavation, conduit installation and modification work, backfill and restoration of adjacent surface area.

**Subsection 614.13 shall include the following:**

Installation of the traffic valve boxes shall be measured by the total number of valve boxes are installed and accepted.

**Subsection 614.14 shall include the following:**

Payment will be made under:

**Pay Item**

Traffic Valve Box (Install Only)

**Pay Unit**

Each

**REVISION OF SECTION 626  
MOBILIZATION**

**Section 626 of the Standard Specifications is hereby revised as follows:**

**Subsection 626.02 is hereby revised as follows:**

Mobilization shall be paid as a bid item and on a per work order basis. The bid item price will be paid once (1) for each work order issued during the length of the contract.

The total sum of all payments shall not exceed the original contract amount quoted for the item, regardless of the fact that the contractor may have, for any reason shut down the work on the project or moved equipment away from the project and then back again.

Payment will be made under:

**Pay Item**

Mobilization

**Pay Unit**

Each

**REVISION OF SECTION 630  
UNIFORMED TRAFFIC CONTROL**

**Section 630 of the Standard Specifications is hereby revised for this project as follows:**

**Subsection 630.09 shall include the following:**

This work consists of furnishing a uniformed police agency officer and vehicle from the following local agency to perform uniformed traffic control:

Uniformed Officers - The Contractor shall employ off-duty police officers to provide traffic control and traffic enforcement throughout the project as required by the Project Manager. Authorization must be made by the Project Manager in advance of working arrangements for Uniformed traffic Control. Arrangements for officers shall be made at least 2 weeks in advance by contacting the following police agency:

Denver Police Department (Special Events Unit)  
Phone Number: (720) 913-6034

**Subsection 630.02 is revised to include the following:**

- (a) Qualifications. The local agency officer shall have completed “The Safe and Effective Use of Law Enforcement Personnel in Work Zones” Training Course. The Contractor shall provide copies of documentation certifying the officer’s successful completion of this course.

**Subsection 630.15 shall include the following:**

Uniformed Traffic Control will be measured by the total number of hours that Uniformed Traffic Control is actually used as authorized.

**Subsection 630.16 shall include the following:**

The accepted number of hours of Uniformed Traffic Control will be paid for at the contract unit price per hour.

Uniformed Traffic Control (Vehicle) will not be measured separately but shall be included in the price for the uniformed traffic control officer and traffic control vehicle.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Uniformed Traffic Control	Hour

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

**Section 630 of the Standard Specifications is hereby revised as follows:**

**Subsection 630.01 shall be revised to include the following:**

The Contractor shall submit, in writing to the Engineer, the proposed Method of Handling Traffic (MHT) for review and approval. The MHT shall be developed according to this section and the construction plans.

**Subsection 630.05 Traffic Cones shall include the following:**

Steel drum channelizing devices shall not be used for traffic control

**Subsection 630.06 Channelizing Devise (fixed) shall include the following:**

Non-metallic drums or tubular markers may be substituted for vertical panel channelizing devices.

**Subsection 630.09 General shall include the following:**

The flagger's STOP/SLOW sign paddle shall be 18 inches with letters six inches high.

**Subsection 630.10(a), shall include the following:**

When a different MHT is required for a subsequent construction phase, it must be submitted at least two weeks prior to starting that phase. All proposed methods of handling traffic shall be approved, in writing, by the Project Engineer following approval of the Traffic Engineering Services Department.

Approval of the proposed MHT does not relieve the Contractor of liability specifically assigned to him under the contract. The Contractor shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, and obstructions.

The contractor shall notify the Project Engineer by Thursday at 3:00 P.M. which streets they intend to work on the following week. This notification will be made for all phases of construction.

**Subsection 630.10(a)(1) shall be added as follows:**

The key elements of the Contractor's method of handling traffic (MHT) are outlined in subsection 630.10(a).

The components of the Traffic Control Plan (TCP) for this project are included in the following:

- Subsection 104.04 and Section 630 of the Standard Specifications.
- Tabulation of Traffic Engineering Items included in the plans for this project.
- Latest revised Standard Plan S-630-1, Traffic Controls for Highway Construction and Standard Plan S-630-2.



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

**Special Traffic Control Plan requirements for this project are as follows:**

1. During the construction of this project, traffic shall use the present traveled roadway.
2. Work that interferes with traffic on will only be permitted during the following hours:
  - The Contractor shall perform all the work on the roadway between the hours of 8:30 AM and 3:30 PM or as approved by the Project Engineer. Weekend and nighttime work will be allowed with the prior written approval of the Project Engineer. During this time, only one lane can closed on each approach.
  - Work will not be permitted that directly or indirectly interferes with the flow of traffic between the hours of 5:30 AM and 8:30 AM Monday through Friday; between the hours of 3:30 PM to 6:30 PM Monday through Thursday; and after 2:00 PM on Fridays unless otherwise authorized by the Project Engineer.
  - No work on Holidays
  - Contractor shall not close lanes during special events.
  - Contractor shall coordinate lane closures with adjacent projects.
  - Contractor shall maintain business access during business hours.
  - The Contractor shall coordinate all of the work on the roadway during any special event with the City and County of Denver.
3. The Contractor shall develop an Access Maintenance Plan in coordination with, and based on the requirements of, the affected property owners and tenants, and submit it to the Engineer for approval prior to commencement of work. This plan shall detail all barricades, ramps, signs, and temporary means of access required by the property owners or tenants. Prior to commencing any work which affects access to a property, the Access Maintenance Plan for that property must be submitted and approved by the Engineer. The Contractor shall maintain access to all roadways, side streets, walkways, alleyways, driveways, and hike/bike paths at all times unless otherwise directed by the Engineer. Parking areas temporarily disturbed by construction activities shall be restored to a useable condition during non-working hours. Such temporary parking shall utilize an all weather surface. The Contractor shall be required to maintain temporary drives at any existing establishment that has singular access off of the roadways, unless otherwise approved in writing by the property owner.
4. The Access Maintenance Plan shall be coordinated with all affected owners and tenants. The Access Maintenance Plan shall include documentation of this coordination, including the approval signature of each affected owner or tenant. Should the Contractor be unable to obtain approval and signatures, documentation of the efforts made to obtain said approval and signatures must be submitted. All access shall be maintained on surfaces equal to or better than those existing at the time the access is first disturbed. For short periods of time only as allowed by the Engineer, access may be maintained on an aggregate base course surfaces.
5. The Contractor shall install construction traffic control devices where they do not block or impede other existing traffic control devices or sidewalks for pedestrians, disabled persons or bicyclists. The Contractor is restricted from storing any materials, construction traffic control devices, signs, etc. in any median area or park area.

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

6. The Contractor shall maintain continuous access throughout the project for pedestrians, bicyclists, and disabled persons. When the existing access route is disturbed by construction, a temporary all-weather access shall be provided. All temporary access shall be a minimum of 5 feet wide and meet Americans with Disabilities Act (ADA) requirements. Acceptable all weather surfacing shall be concrete or asphalt surface, or as approved by the Engineer. Delineation of pedestrian access through the work area shall be accomplished using temporary plastic fencing.
7. The costs of maintaining access will not be paid for separately, unless otherwise provided, but shall be included in the work. Utilization of materials to be incorporated into the work may be permitted. However, any degradation or other contamination or destruction shall be corrected at the Contractor's expense prior to acceptance.
8. Vertical cuts or fills greater than 1 inch resulting from construction operations adjacent to traffic lanes, or within the clear zone shall be temporarily sloped at a 6:1 or flatter slope, and delineated at 35 foot intervals immediately after removal operations to safeguard the traveling public.
9. Construction equipment used on this project shall meet the same minimum exhaust requirements as those specified by the manufacturer of the equipment.
10. The Contractor and subcontractors shall equip their construction vehicles with flashing amber lights. Equipment to be used at night shall also be equipped with flashing amber lights. Flashing amber lights on vehicles and equipment shall be visible from all directions.
11. During non-construction periods (evenings, weekends, holidays, etc.) all work shall be adequately protected to insure the safety of vehicular and pedestrian traffic, as detailed in the Contractor's MHT. Excavations or holes shall be filled in or fenced when unattended.
12. Whenever the Contractor removes, obliterates, or overlays any pavement markings, he /she shall replace them on a daily basis prior to opening the affected areas to traffic. All temporary pavement markings shall fully comply with the Standard Specifications and Special Provisions.
13. The Contractor shall not have construction equipment or materials in the lanes open to traffic any time unless directed by the Engineer.
14. All personal vehicle and construction equipment parking is prohibited where it conflicts with safety, access, or the flow of traffic. Landscaped areas, public park areas, and roadway shoulders shall be kept clear of parking and storage of all personal and construction equipment except where approved by the Engineer.
15. The Contractor shall not place tack coat on any surface to be paved where traffic will be forced to travel upon fresh bituminous materials.

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

16. The Contractor shall be required to make arrangements with the Regional Transportation district (RTD) prior to closing any existing bus stops within the project limits. Temporary stops will be required as directed by the Engineer and as required by RTD. For bus stop/route conflicts Regional Transportation District, RTD / 1560 Broadway, Suite 700, Denver, CO 80202 shall be contacted two business days prior to start of construction.
17. The Contractor shall be required to maintain temporary drives at any existing establishment that has singular access off of the roadways, unless otherwise approved in writing by the property owner.
18. Any work that interferes with traffic will not be allowed on holidays or any day of a three-day or four-day weekend that includes a holiday. Holidays on which this restriction applies consist of those holidays recognized by the State of Colorado as listed in subsection 101.36
19. All lane closures shall be subject to the approval of the Engineer. Request for each closure shall be made at least 24 hours in advance of the time the lane closure is to be implemented. Lane closures will not be allowed to remain unless being utilized in continuum for the intended purpose for which they were set up.
20. During non-working hours, the roadways shall be restored to a safe travel conditions for the free flow of traffic. Any maintenance required restoring the roadways to this condition, including the pavement patching and grading, shall be done prior to opening the areas to traffic or completing work for the day.
21. The Contractor shall clean the roadway of all construction debris before opening it to traffic.
22. Two-way traffic shall be maintained on all two-way streets, via flagging if necessary for closures of less than one day unless authorized by the Engineer and the Traffic Engineering Services Department. One lane, one-way traffic shall be maintained at all times on one-way streets outside of the Central Business District and two lanes, one-way traffic shall be maintained at all times within the Central Business District.
23. All flagging stations used at night shall be illuminated with floodlights. Street, highway lights and "high mast lighting" may be used for flagging station illumination when approved by the Engineer. Floodlights shall be located and directed so as not to interfere with the sight of any motorists, and the cost to be included in the work.
24. Prior to removal and resetting of any sign the Contractor and Engineer shall prepare an inventory. Any signs damaged due to the Contractor's operations shall be replaced in kind or repaired by the Contractor at no additional cost to the project.
25. Unless noted otherwise, all costs incidental to the foregoing requirements shall be included in the original contract prices for the project, including any additional traffic control items required for haul routes into the project.

**Subsection 630.10 (10) shall be added as follows:**

Number of hours for uniformed traffic control shall be tabulated for submittal.

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

**Subsection 630.13 General shall be revised to include the following:**

Contractor shall obtain all required access and construction permits from the City & County of Denver prior to initiating work along City right of way.

All lane closures require an arrow board to be installed.

All streets that will be reduced in the number of travel lanes should have variable message boards installed for a minimum of 3 days after the striping change to inform drivers of the lane reduction.

**Subsection 630.14 shall include the following:**

The flagger's STOP/SLOW sign paddle shall be 18 inches with letters six inches high.

**Subsection 630.15 is hereby deleted and replaced with the following:**

The Contractor shall furnish all other personnel – including flaggers, traffic control inspector, and traffic control supervisor - and other materials necessary to perform the Construction Zone Traffic Control as required and these quantities will not be measured but will be included in the cost of Traffic Control Management.

Temporary pavement markings for traffic control will not be measured and paid for separately, but shall be included in the work.

**Subsection 630.16 is hereby deleted and replaced with the following:**

All costs incidental to maintenance of access will not be paid for separately, but shall be included in the work.

All costs incidental to the foregoing requirements shall be included in the original contract prices for the project.

Payment will be made under:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Traffic Control Management	Hour
Construction Traffic Sign (Panel Size A)	Each
Construction Traffic Sign (Panel Size B)	Each
Advance Warning Flashing or Sequence Arrow Panel (A Type)	Each
Traffic Cone	Each