

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Contract Documents

Contract Number: 202475774

**Marston Lake North Upstream of
Glenbrook Pond Phase 2**

September 16, 2024



NOTICE TO APPARENT LOW BIDDER

**Hamon Infrastructure, Inc.
550 E 84th Avenue, Suite E5
Thornton, CO 80229**

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **October 31, 2024**, for work to be done and materials to be furnished in and for:

202475774 - Marston Lake North Upstream of Glenbrook Pond Phase 2

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: ***Sixty-Four (64) bid items (01-21.16.01 through 50-1)** the total estimated cost thereof being: ***Three Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$3,350,000.00)**.

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

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

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
Phone: 720-865-8630



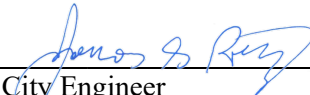
NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202475774

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Dated at Denver, Colorado this 6th day of December 2024.

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 Department of Transportation & Infrastructure
Project Delivery Administration
201 W. Colfax Avenue, Dept. 608 | Denver, CO 80202
www.denvergov.org/doti
Phone: 720-865-8630

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Bid Form Package

Contract Number: 202475774

**Marston Lake North Upstream of
Glenbrook Pond Phase 2**

September 16, 2024

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

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DENVER

THE MILE HIGH CITY

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 Rocky Mountain E-Purchasing (“BidNet”) at the time of bid opening, and that the original Bid Bond must be sent and received within seven (7) calendar days after the bid due date.

Bidders must complete the Unit Item Pricing in the Documents & Items section of the solicitation in [BidNet](#). The totals from the Item Pricing are required on page BF-6 of the Submittal Package.

PAGE NO.	ACTION ITEM(S)	COMPLETE
BF-3 – BF-4	• Use legal name, per Colorado Secretary of State (SOS).	<input type="checkbox"/>
	• Provide contact and signatory information.	<input type="checkbox"/>
	• Provide acknowledgment signature and attestation (if required).	<input type="checkbox"/>
BF-5	• Use legal name, per Colorado Secretary of State (SOS).	<input type="checkbox"/>
BF-6	• Write Total Base Bid Amount in words and figures in the space provided.	<input type="checkbox"/>
	• If applicable, write out Add Alt amounts in words and figures.	<input type="checkbox"/>
	• Provide surety/bid guarantee information.	<input type="checkbox"/>
BF-7	• List all subcontractors who are performing work on this project.	<input type="checkbox"/>
BF-8 – BF-9	• Complete DSBO Form 1A - List of Proposed Subcontractors, Subconsultants, and/or Suppliers ('Base Bid Total' from BF-7 = 'Total Contract Value') (Required Form due with bid)	<input type="checkbox"/>
BF-10	• Complete all blanks for bid acknowledgement.	<input type="checkbox"/>
	• If Addenda have been issued, complete addenda acknowledgement.	<input type="checkbox"/>
BF-11	• Complete appropriate sections and include signature(s) as required.	<input type="checkbox"/>
	• If bidder is a corporation, include corporate seal as required.	<input type="checkbox"/>
BF-12	• Complete DSBO Commitment to Participation. (Required Form due with bid)	<input type="checkbox"/>
BF-13	• Completed Letter of Intent for each certified firm, signed by the firm's representative. (Required Form due with bid)	<input type="checkbox"/>
BF-14	• Fill in all Bid Bond blank spaces.	<input type="checkbox"/>
	• Provide signatures as required.	<input type="checkbox"/>
	• If bidder is a corporation, include corporate seal as required.	<input 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 type="checkbox"/>

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

BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

CONTRACT NO. 202475774

MARSTON LAKE NORTH UPSTREAM OF GLENBROOK POND PHASE 2

BIDDER: Hamon Infrastructure, Inc.
(Legal Name per Colorado Secretary of State)

ADDRESS: 550 East 84th Avenue, Suite E-5
Thornton, CO 80229

CONTACT PERSON FOR ALL MATTERS RELATING TO THIS DOCUMENT

NAME: Brad Davis **TITLE:** President
EMAIL: bdavis@hamonbuilt.com **PHONE NUMBER:** 303-297-0340

AUTHORIZED ELECTRONIC SIGNATORY

NAME: Brad Davis
EMAIL: bdavis@hamonbuilt.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. 202475774 - Marston Lake North Upstream of Glenbrook Pond Phase 2**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated September 16, 2024.

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

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

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

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

Name: Hamon Infrastructure, Inc.
 By: Brad Davis 
 Title: President

ATTEST:

By: 
Ryan Mastrianni, Secretary



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

BID FORM

CONTRACT NO. 202475774

MARSTON LAKE NORTH UPSTREAM OF GLENBROOK POND PHASE 2

BIDDER: Hamon Infrastructure, Inc.
(Legal Name per Colorado Secretary of State)

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

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on **September 16, 2024**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 202475774 - Marston Lake North Upstream of Glenbrook Pond Phase 2**, 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, Divisions 1 and 3 of Chapter 28, D.R.M.C.
Bid Bond
Addenda (as applicable)
Equal Employment Opportunity Provisions (Appendix A and Appendix F)
Bid Form
Contract Form
General Contract Conditions
Special Contract Conditions
Performance and Payment Bond

Notice to Apparent Low Bidder
Notice to Proceed
Contractor's Certification of Payment Form
Final/Partial 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
Certificate of Insurance

Marston Lake North Upstream of Glenbrook Pond Phase 2						230 Days	Hamon Infrastructure, Inc.: Great American Insurance Company	
Contract No. 202475774								
Bid Item	Description	Qty	Units	Unit Cost	Total Cost	Unit Bid	Total Bid	
01-21.16.01	ALLOWANCE FOR TREE REMOVAL, TRIMMING/ REPLACEMENT AND D	1	AA	\$30,000.00	\$30,000.00	\$ 30,000.00	\$ 30,000.00	
01-52.13	TEMPORARY OFFICE FACILITIES	1	LS	\$30,000.00	\$30,000.00	\$ 62,120.32	\$ 62,120.32	
2-1.1b	REMOVE COMBINATION CONCRETE CURB, GUTTER AND SIDEWALK (3	1,025	LF	\$15.00	\$15,375.00	\$ 24.42	\$ 25,030.50	
2-1.2a	REMOVE 6" CONCRETE CURB AND/OR GUTTER	594	LF	\$13.00	\$7,722.00	\$ 10.55	\$ 6,266.70	
2-1.4	REMOVE SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	2,156	SF	\$7.75	\$16,709.00	\$ 4.29	\$ 9,249.24	
2-2.1	REMOVE CONCRETE SIDEWALK	2,782	SF	\$7.00	\$19,474.00	\$ 4.63	\$ 12,880.66	
2-2.2	REMOVE CONCRETE DRIVEWAY PAVING	313	SF	\$7.00	\$2,191.00	\$ 11.31	\$ 3,540.03	
2-3.4	REMOVE CONCRETE STREET INTERSECTION GUTTER (CROSSPAN) AND	760	SF	\$11.00	\$8,360.00	\$ 7.62	\$ 5,791.20	
2-11.2c	REMOVE EXISTING 12" STORM SEWER PIPE	40	LF	\$80.00	\$3,200.00	\$ 70.03	\$ 2,801.20	
2-11.2d	REMOVE EXISTING 15" STORM SEWER PIPE	11	LF	\$85.00	\$935.00	\$ 192.23	\$ 2,114.53	
2-11.2g	REMOVE EXISTING 24" STORM SEWER PIPE	38	LF	\$90.00	\$3,420.00	\$ 188.27	\$ 7,154.26	
2-13.1	REMOVE EXISTING STORM INLET	4	EA	\$1,000.00	\$4,000.00	\$ 6,253.52	\$ 25,014.08	
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN	8	EA	\$600.00	\$4,800.00	\$ 186.71	\$ 1,493.68	
02-22.13	VIBRATION ASSESSMENT: 2 Monitors & Real-Time Data Required.	1	LS	\$50,000.00	\$50,000.00	\$ 48,800.00	\$ 48,800.00	
3-7a	HEALTH & SAFETY PLAN	1	LS	\$4,000.00	\$4,000.00	\$ 3,200.00	\$ 3,200.00	
3-7b	MATERIAL MANAGEMENT PLAN	1	LS	\$8,000.00	\$8,000.00	\$ 2,500.00	\$ 2,500.00	
5-2a	SUBGRADE MATERIAL (SELECT BACKFILL): Trench backfill, pipe trench	6,048	TON	\$30.00	\$181,440.00	\$ 31.61	\$ 191,177.28	
5-7	CONTROLLED LOW STRENGTH MATERIALS (CLSM)	10	CY	\$300.00	\$3,000.00	\$ 296.50	\$ 2,965.00	
5-8	CRUSHED GRAVEL BASE COURSE (CDOT CLASS 6 ROAD BASE): Under r	1,170	TON	\$30.00	\$35,100.00	\$ 120.71	\$ 141,230.70	
8-1.1b	6" DIP AWWA C151, CLASS 50 WATER LINE	41	LF	\$175.00	\$7,175.00	\$ 1,132.01	\$ 46,412.41	
8-1.1e	12" DIP AWWA C151, CLASS 50 WATER LINE	36	LF	\$650.00	\$23,400.00	\$ 1,595.95	\$ 57,454.20	
8-1.2b	INSTALL 6" WATER VALVE: To be used if necessary at the discretion of	4	EA	\$2,300.00	\$9,200.00	\$ 5,592.75	\$ 22,371.00	
12-1.1	6" CURB AND GUTTER 2' PAN (CDOT T2, IIB): Includes road base course	494	LF	\$50.00	\$24,700.00	\$ 53.79	\$ 26,572.26	
12-1.6a	COMBINATION CURB, GUTTER AND SIDEWALK (4'-11")	866	LF	\$110.00	\$95,260.00	\$ 71.28	\$ 61,728.48	
12-1.8	SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	2,760	SF	\$22.00	\$60,720.00	\$ 17.92	\$ 49,459.20	
12-2.1	CONCRETE SIDEWALK	1,773	SF	\$20.00	\$35,460.00	\$ 10.27	\$ 18,208.71	
12-5.1	CONCRETE DRIVEWAY PAVING: Curb cut	231	SF	\$25.00	\$5,775.00	\$ 15.80	\$ 3,649.80	
12-5.1	CONCRETE DRIVEWAY PAVING: Private driveway	1,203	SF	\$20.00	\$24,060.00	\$ 10.46	\$ 12,583.38	
12-13	CONCRETE ENCASUREMENT AROUND PIPE: Full concrete encasement ar	1	CY	\$2,000.00	\$2,000.00	\$ 2,748.69	\$ 2,748.69	
16-1	SECURITY FENCE	1,000	LF	\$12.00	\$12,000.00	\$ 21.27	\$ 21,270.00	
20-2bd	ASPHALT SURFACE COURSE, SX, RAP 20%, N=75, 58-28.	17,370	SY-IN	\$9.00	\$156,330.00	\$ 5.71	\$ 99,182.70	
20-3bd	ASPHALT BASE COURSE, S, RAP 20%, N=75, 58-28.	12,183	SY-IN	\$10.00	\$121,830.00	\$ 6.14	\$ 74,803.62	
20-4	ASPHALT ROTOMILL: 2-inch	7,778	SY-IN	\$10.00	\$77,780.00	\$ 3.10	\$ 24,111.80	
33-05.26.01	EXISTING UTILITY LOCATION/COORDINATION/RELOCATION AND/OR A	1	LS	\$20,000.00	\$20,000.00	\$ 44,143.73	\$ 44,143.73	
34-12.10	8' DIAMETER PRECAST MANHOLE WITH TYPE C BASE AND CONCENTRI	2	EA	\$25,000.00	\$50,000.00	\$ 34,771.55	\$ 69,543.10	
34-2.3d	15" DIAMETER C-76 RCP, CLASS III	133	LF	\$350.00	\$46,550.00	\$ 378.72	\$ 50,369.76	
34-2.3e	18" DIAMETER C-76 RCP, CLASS III	145	LF	\$400.00	\$58,000.00	\$ 330.50	\$ 47,922.50	
34-2.3g	24" DIAMETER C-76 RCP, CLASS III	351	LF	\$400.00	\$140,400.00	\$ 360.38	\$ 126,493.38	
34-2.3i	30" DIAMETER C-76 RCP, CLASS III	295	LF	\$450.00	\$132,750.00	\$ 367.93	\$ 108,539.35	
34-2.3k	36" DIAMETER C-76 RCP, CLASS III	125	LF	\$500.00	\$62,500.00	\$ 603.47	\$ 75,433.75	
34-2.3m	42" DIAMETER C-76 RCP, CLASS III	401	LF	\$700.00	\$280,700.00	\$ 600.33	\$ 240,732.33	
34-5.4h	34" X 53" C-507 RCP, CLASS HE-III	268	LF	\$750.00	\$201,000.00	\$ 808.58	\$ 216,699.44	
34-12.2c	5' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC C	7	EA	\$9,000.00	\$63,000.00	\$ 18,069.90	\$ 126,489.30	
34-12.3c	6' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC C	4	EA	\$15,000.00	\$60,000.00	\$ 22,875.72	\$ 91,502.88	
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE: Concrete pipe collar with rebar	1	EA	\$3,000.00	\$3,000.00	\$ 3,367.25	\$ 3,367.25	
34-12.9	ADJUST UTILITY LIDS	1	EA	\$1,000.00	\$1,000.00	\$ 1,283.79	\$ 1,283.79	
34-15.1a	SANITARY SEWER TAP LOCATION AND VERIFICATION: To be used if ne	30	EA	\$500.00	\$15,000.00	\$ 1,176.45	\$ 35,293.50	
34-15.2	RECONNECT SANITARY SEWER SERVICES (TAPS) (OPEN CUT)	14	EA	\$3,000.00	\$42,000.00	\$ 5,667.70	\$ 79,347.80	
34-15.3	UTILITY EXPLORATORY INVESTIGATION: To be used only with approval	80	EA	\$600.00	\$48,000.00	\$ 1,652.45	\$ 132,196.00	
34-16.1a	#14 INLET (L=6')	7	EA	\$10,000.00	\$70,000.00	\$ 10,401.53	\$ 72,810.71	
34-16.1b	#14 INLET (L=9')	4	EA	\$15,000.00	\$60,000.00	\$ 13,539.46	\$ 54,157.84	
34-16.1d	#14 INLET (L=15')	2	EA	\$21,000.00	\$42,000.00	\$ 17,151.84	\$ 34,303.68	
34-16.2a	SINGLE #16 INLET WITH OPEN THROAT: includes one bay of the quadr	2	EA	\$12,000.00	\$24,000.00	\$ 8,321.15	\$ 16,642.30	
34-16.3a	DOUBLE #16 INLET WITH OPEN THROAT	2	EA	\$18,000.00	\$36,000.00	\$ 11,321.15	\$ 22,642.30	

Marston Lake North Upstream of Glenbrook Pond Phase 2						230 Days		Hamon Infrastructure, Inc.: Great American Insurance Company	
Contract No. 202475774									
Bid Item	Description	Qty	Units	Unit Cost	Total Cost	Unit Bid	Total Bid		
34-16.4a	TRIPLE #16 INLET WITH OPEN THROAT: includes triple bay of the quad	2	EA	\$23,000.00	\$46,000.00	\$ 14,939.98	\$ 29,879.96		
40-3	SODDING: Behind sidewalk or curb ramps includes removal of existing	5,000	SF	\$2.00	\$10,000.00	\$ 2.67	\$ 13,350.00		
40-4b	RELOCATE EXISITING SPRINKLER LINE: Adjacent to new concrete flatw	300	LF	\$13.00	\$3,900.00	\$ 8.00	\$ 2,400.00		
40-6	DECORATIVE LANDSCAPING: Landscape restoration in ROW adjacent t	1	LS	\$10,000.00	\$10,000.00	\$ 20,000.00	\$ 20,000.00		
41-1	TRAFFIC CONTROL	1	LS	\$109,926.64	\$109,926.64	\$ 117,219.95	\$ 117,219.95		
43-1d	STORM WATER MANAGEMENT (SCENARIO 4) SEE SCS 23.0	1	LS	\$50,000.00	\$50,000.00	\$ 47,473.15	\$ 47,473.15		
45-2	QUALITY CONTROL TESTING	1	LS	\$30,000.00	\$30,000.00	\$ 49,546.50	\$ 49,546.50		
47-1	CONSTRUCTION SURVEYING	1	LS	\$40,000.00	\$40,000.00	\$ 51,628.40	\$ 51,628.40		
47-2	SURVEY MONUMENTATION	9	EA	\$1,500.00	\$13,500.00	\$ 899.95	\$ 8,099.55		
50-1	MOBILIZATION	1	LS	\$164,889.96	\$164,889.96	\$ 256,602.17	\$ 256,602.17		
Engineers Estimate of Base Bid Total:					\$3,017,532.60				
						BID ITEMS TOTAL AMOUNT		\$3,350,000.00	
								\$3,350,000.00	

Sum of estimated cost for item numbers 01-21.16.01 through 50-1 (Sixty-Four [64]) bid items equals Total Base Bid Amount:

Three Million Three Hundred Fifty Thousand Dollars and Zero Cents.

Dollars (\$ 3,350,000.00)

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

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

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

Name: _____ Name: _____

Address: _____ Address: _____

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

There are no persons, firms, or corporations interested with the Undersigned Bidder, Hamon Infrastructure, Inc. in this bid.

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

Item of Work	Percent (%) of Total Work	Proposed Subcontractor and Address
<u>Vibration Monitoring</u>	<u>1.55%</u>	<u>Detect, LLC - 1583 N. ROCKY VIEW RD CASE ROCK, CO 80108</u>
<u>Trucking</u>	<u>3.58%</u>	<u>Chom TRUCKING - 4865 RAKITAN ST. DENVER, CO 80221</u>
<u>QC</u>	<u>0.75%</u>	<u>Triax ENGINEERING - 5371 MAGNOLIA ST. COMMERCE CITY, CO 80221</u>
<u>ASPHALT PAVING</u>	<u>5.37%</u>	<u>Loya CONSTRUCTION, INC. - 7070 DAHLIA ST COMMERCE CITY, CO 80221</u>
<u>POTHOLING</u>	<u>2.1%</u>	<u>DIVERSIFIED UNDERGROUND, INC. - 2300 CADANAVIGIT RD WATKINS, CO 80137</u>
<u>ASPHALT MILLING</u>	<u>.45%</u>	<u>PRIME MILLING - P.O BOX 566 WHEAT RIDGE, CO 80034</u>
<u>LANDSCAPE, IRRIGATION</u>	<u>.45%</u>	<u>POWELL - 6393 BRIGHTON BLVD COMMERCE CITY, CO 80022</u>
<u>SWEEPING</u>	<u>.03%</u>	<u>ALLSTATE SWEEPING, INC. - 10150 E. 106TH AVE PO BOX 308 - 80601</u>
<u>CAST-IN PLACE INLETS</u>	<u>4%</u>	<u>INLET STRUCTURES - 5110 YORK ST - BRIGHTON, CO DENVER, CO 80216</u>
<u>CONCRETE FLATWORK</u>	<u>4%</u>	<u>NORTH STAR CONCRETE - 1220 S. GARFIELD AVE. LOVELAND, CO 80537</u>
<u>HEALTH & SAFETY</u>	<u>.001%</u>	<u>CASCADE ENVIRONMENTAL - 7393 S. ALTON WAY CENTENNIAL, CO 80112</u>
<u>SAW CUT</u>	<u>.001%</u>	<u>CONCRETE CORING - P.O BOX 665 WESTMINSTER, CO 80236</u>

(Copy this page if additional room is required.)



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)

1A - LIST OF PROPOSED SUBCONTRACTORS, SUBCONSULTANTS, AND/OR SUPPLIERS

City & County of Denver Contract No.: 202475774

List ALL (certified and non-certified) firms the undersigned will utilize on this project. If additional pages are required, please copy and attach the second page. This form must be updated and submitted to DSBO when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

Contractor/Consultant		
Name of Firm: Hamon Infrastructure, Inc.		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Brad Davis		
Signature:		Date: 10/31/2024
Address: 550 East 84th Ave, #E-5		
City: Thornton	State: CO	Zip: 80229
Phone: 303-297-0340	Email: bdavis@hamonbuilt.com	
Total Contract Value \$: 3,350,000.00		Self-Performing Contract Value \$: 2,588,500.00

Subcontractors, Subconsultants, and/or Suppliers		
Name of Firm: CHOM Trucking		<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Irasema Moreno		
Address: 4865 Raritan Street		
City: Denver	State: CO	Zip: 80221
Phone: 303-472-9621	Email: office@chomtr.com	
Type of Service: Trucking	Contract Value \$: 120,000.00	
Anticipated Start Date: <u>2/1/25</u>	Anticipated Completion Date: <u>11/30/25</u>	

Name of Firm: Detecht, LLC		<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Oana Meins		
Address: 7923 Mule Deer Place		
City: Littleton	State: CO	Zip: 80125-8871
Phone: 303-502-6449	Email: oana@detecht.com	
Type of Service: Vibration Monitoring	Contract Value \$: 52,000.00	
Anticipated Start Date: <u>2/1/25</u>	Anticipated Completion Date: <u>11/30/25</u>	

DSBO Version 4 Last Revised: August 9, 2022



Name of Firm: Diversified Underground, Inc.		<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Cassandra Juriik			
Address: 2300 Cavanaugh Rd			
City: Watkins	State: CO	Zip: 80137	
Phone: 303-363-9999	Email: cassandra@duinco.work		
Type of Service: Potholing	Contract Value \$: 70,000.00		
Anticipated Start Date: 2/1/25	Anticipated Completion Date: 11/30/25		

Name of Firm: Prime Milling		<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Nicole Berka			
Address: P.O. Box 566			
City: Wheat Ridge	State: CO	Zip: 80034	
Phone: 303-710-9423	Email: office@primemilling.com		
Type of Service: Planing	Contract Value \$: 15,000.00		
Anticipated Start Date: 2/1/25	Anticipated Completion Date: 11/30/25		

Name of Firm: Powell Restoration		<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Address: 6395 Brighton Boulevard			
City: Commerce City	State: CO	Zip: 80022	
Phone: 303-289-4647	Email: bryan.williams@powellenviro.com		
Type of Service: Erosion Control	Contract Value \$: 15,000.00		
Anticipated Start Date: 2/1/25	Anticipated Completion Date: 11/30/25		

Name of Firm: Loya Construction		<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Liborio Loya, Jr.			
Address: 7070 Dahlia			
City: Commerce City	State: CO	Zip: 80022	
Phone: 720-585-1311	Email: jr@loya-paving.com		
Type of Service: Asphalt Paving	Contract Value \$: 180,000.00		
Anticipated Start Date: 2/1/25	Anticipated Completion Date: 11/30/25		

DSBO Version 4 Last Revised: August 9, 2022



Name of Firm: Triax Engineering, LLC		<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Vinod Ravindran, M.S., P.E.			
Address: 5371 Magnolia Street			
City: Commerce City	State: CO	Zip: 80022	
Phone: 720-230-1931	Email: vravindran@triaxgeo.com		
Type of Service: Quality Control	Contract Value \$: 25,000.00		
Anticipated Start Date: 2/1/25	Anticipated Completion Date: 11/30/25		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Address:			
City:	State:	Zip:	
Phone:	Email:		
Type of Service:	Contract Value \$:		
Anticipated Start Date:	Anticipated Completion Date:		

Name of Firm:		<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Address:			
City:	State:	Zip:	
Phone:	Email:		
Type of Service:	Contract Value \$:		
Anticipated Start Date:	Anticipated Completion Date:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:			
Address:			
City:	State:	Zip:	
Phone:	Email:		
Type of Service:	Contract Value \$:		
Anticipated Start Date:	Anticipated Completion Date:		

DSBO Version 4 Last Revised: August 9, 2022

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: 550 East 84th Avenue, Suite E-5

City, State, Zip Code: Thornton, CO 80229

Telephone Number of Bidder: 303-297-0340

Fax No. 303-296-9601

Social Security or Federal Employer ID Number of Bidder: 84-1129267

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

General Storm - S Hazel Ct and W Iowa Avenue - DEN Contract No.

For information relative thereto, please refer to:

Name: Aaron McMichael

Title: Construction Project Manager

Address: City & County of Denver - Department of Transportation & Infrastructure

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

Addenda Number 1 Date 10/17/2024

Addenda Number _____ Date _____

Addenda Number _____ Date _____

Dated this 31st day of October, 2024.

Signature of Bidder:

If an Individual: _____ doing business

as _____.

If a Partnership: _____

by: _____ General Partner.

If a Corporation: Hamon Infrastructure, Inc.

a Colorado Corporation,

by: Brad Davis , its President.

Attest:


Secretary, Ryan Mastrianni (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 requirement with City and County of Denver certified MWBE firms. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer will be held contractually responsible for the commitment.

MWBE COMMITMENT:

The City and County of Denver has specified a 14% MWBE Participation goal of the total contract value +/- changes on this contract. The Bidder/Proposer is committing to a 14.24% MWBE Participation requirement of the total contract value +/- changes on this contract.

GOOD FAITH EFFORT:

The Bidder/Proposer must make adequate and substantive good faith efforts to meet this goal to be deemed responsive by DSBO. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Bidder/Proposer shall provide documentation considered demonstrative of a "good faith" effort as per the categories outlined in Chapter 28 of the D.R.M.C.

The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language. Failure to comply is a material breach of the contract, which may result in the imposition of sanctions on the Contractor/Consultant, as deemed appropriate by DSBO.

Bidder/Proposer (Name of Firm): Hamon Infrastructure, Inc.

Firm's Representative: Brad Davis

Title: President

Signature (Firm's Representative):

Date: 10/31/2024

Address: 550 East 84th Avenue, #E-5

City: Thornton

State: CO

Zip: 80229

Phone: 303-297-0340

Email: bdavis@hamonbuilt.com

DSBO Version 6 Last Revised: August 20, 2024



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) LETTER OF INTENT (LOI)

Project/Contract No.: 202475774 **Project Name:** Marston Lake North Upstream of Glenbrook Pond - Phase 2

A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent Must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Proposer (Name of Firm): Hamon Infrastructure, Inc.		Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Firm's Representative: Brad Davis	Title: President	
Signature (Firm's Representative):	Date: 10/31/2024	
Address: 550 East 84th Avenue, Suite #-5		
City: Thornton	State: CO	Zip: 80229
Phone: 303-297-0340	Email: bdavis@hamonbuilt.com	

B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.

Name of Firm: Loya Construction		<input checked="" type="checkbox"/> MWBE(v) <input checked="" type="checkbox"/> SBE(v) <input type="checkbox"/> EBE(v) <input checked="" type="checkbox"/> DBE(v)
Firm's Representative: Liborio Loya, Jr.	Title: General Manager	
Signature:	Date: 10/31/2024	
Address: 7070 Dahlia		
City: Commerce City	State: CO	Zip: 80022
Phone:	Email: jr@loya-construction.com	
Scope of Work: Asphalt Paving		

NAICS Code(s): 237310

The Bidder/Proposer intends to utilize the aforementioned MWBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the total MWBE, SBE, EBE or DBE bid amount is **(List total amount for Suppliers/Brokers):**

\$ 180,000

C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:

Name of Firm:	
Firm's Representative:	Title:
Signature:	Date:

*If the above-named Bidder/Proposer is not determined to be the successful Bidder/Proposer by the City, this **Letter of Intent** shall be null and void.*

DSBO Version 3 Last Revised: April 29, 2024



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) LETTER OF INTENT (LOI)

Project/Contract No.: 202475774 **Project Name:** Marston Lake North Upstream of Glenbrook Pond - Phase 2

A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent Must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Proposer (Name of Firm): Hamon Infrastructure, Inc.

Self-Performing:
 Yes No

Firm's Representative: Brad Davis

Title: President

Signature (Firm's Representative): *Brad Davis*

Date: 10/31/2024

Address: 550 East 84th Avenue, Suite #-5

City: Thornton

State: CO

Zip: 80229

Phone: 303-297-0340

Email: bdavis@hamonbuilt.com

B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.

Name of Firm: Detecht, LLC

MWBE(v) SBE(v)
 EBE(v) DBE(v)

Firm's Representative: Oana Meins

Title: President

Signature: Oana Meins
Digitally signed by Oana Meins
DN: cn=Oana Meins,
o=Detecht, LLC, ou,
email=oana@detecht.com, ou=US
date.2024.10.30.13:02:41 -0500

Date: 10/30/2024

Address: 1583 N Rocky View Rd

City: Castle Rock

State: CO

Zip: 80108

Phone: 575.518.4144

Email: oana@detecht.com

Scope of Work: Bid item 02-22.13 - Vibration Assessment

NAICS Code(s): 541330, 541380, 541620, 213112, 213115, 238910

The Bidder/Proposer intends to utilize the aforementioned MWBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the total MWBE, SBE, EBE or DBE bid amount is **(List total amount for Suppliers/Brokers):**

\$ *52,000*

C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:

Name of Firm:

Firm's Representative:

Title:

Signature:

Date:

*If the above-named Bidder/Proposer is not determined to be the successful Bidder/Proposer by the City, this **Letter of Intent** shall be null and void.*

DSBO Version 3 Last Revised: April 29, 2024



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
LETTER OF INTENT (LOI)**

Project/Contract No.: 202475774 **Project Name:** Marston Lake North Upstream of Glenbrook Pond - Phase 2

A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent Must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Proposer (Name of Firm): Hamon Infrastructure, Inc.		Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Firm's Representative: Brad Davis	Title: President	
Signature (Firm's Representative):	Date: 10/31/2024	
Address: 550 East 84th Avenue, Suite #-5		
City: Thornton	State: CO	Zip: 80229
Phone: 303-297-0340	Email: bdavis@hamonbuilt.com	

B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.

Name of Firm: CHOM Trucking Inc		<input checked="" type="checkbox"/> MWBE(v) <input checked="" type="checkbox"/> SBE(v) <input checked="" type="checkbox"/> EBE(v) <input checked="" type="checkbox"/> DBE(v)
Firm's Representative: Irasema Moreno	Title: Operations Manager	
Signature: <small>Irasema Moreno (Oct 30, 2024 11:34 MDT)</small>	Date: 10/30/2024	
Address: 909 W 62nd Ave		
City: Denver	State: CO	Zip: 80221
Phone: 303-601-0169	Email: imoreno@chomtr.com	
Scope of Work: Trucking/Hauling		

NAICS Code(s): 484220

The Bidder/Proposer intends to utilize the aforementioned MWBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the total MWBE, SBE, EBE or DBE bid amount is **(List total amount for Suppliers/Brokers):**

\$ 120,000

C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:

Name of Firm:	
Firm's Representative:	Title:
Signature:	Date:

*If the above-named Bidder/Proposer is not determined to be the successful Bidder/Proposer by the City, this **Letter of Intent** shall be null and void.*

DSBO Version 3 Last Revised: April 29, 2024



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
LETTER OF INTENT (LOI)**

Project/Contract No.: 202475774 **Project Name:** Marston Lake North Upstream of Glenbrook Pond - Phase 2

A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent Must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Proposer (Name of Firm): Hamon Infrastructure, Inc.		Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Firm's Representative: Brad Davis	Title: President	
Signature (Firm's Representative):	Date: 10/31/2024	
Address: 550 East 84th Avenue, Suite #-5		
City: Thornton	State: CO	Zip: 80229
Phone: 303-297-0340	Email: bdavis@hamonbuilt.com	

B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.

Name of Firm: Triax Engineering, LLC		<input checked="" type="checkbox"/> MWBE(v) <input checked="" type="checkbox"/> SBE(v) <input checked="" type="checkbox"/> EBE(v) <input checked="" type="checkbox"/> DBE(v)
Firm's Representative: Chris Echols	Title: Business Development Manager	
Signature:	Date: 10/31/2024	
Address: 5371 Magnolia Street		
City: Commerce City	State: CO	Zip: 80022
Phone: 720-230-1931	Email: cechols@triaxgeo.com	

Scope of Work: Materials Testing & Special Inspections

NAICS Code(s): 541380

The Bidder/Proposer intends to utilize the aforementioned MWBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the total MWBE, SBE, EBE or DBE bid amount is **(List total amount for Suppliers/Brokers):**

\$ **25,000**

C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:

Name of Firm:	
Firm's Representative:	Title:
Signature:	Date:

*If the above-named Bidder/Proposer is not determined to be the successful Bidder/Proposer by the City, this **Letter of Intent** shall be null and void.*

DSBO Version 3 Last Revised: April 29, 2024



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) LETTER OF INTENT (LOI)

Project/Contract No.: 202475774 **Project Name:** Marston Lake North Upstream of Glenbrook Pond - Phase 2

A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent Must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Proposer (Name of Firm): Hamon Infrastructure, Inc.		Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Firm's Representative: Brad Davis	Title: President	
Signature (Firm's Representative):	Date: 10/31/2024	
Address: 550 East 84th Avenue, Suite #-5		
City: Thornton	State: CO	Zip: 80229
Phone: 303-297-0340	Email: bdavis@hamonbuilt.com	

B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.

Name of Firm: Prime Milling LLC	<input checked="" type="checkbox"/> MWBE(v) <input checked="" type="checkbox"/> SBE(v) <input type="checkbox"/> EBE(v) <input checked="" type="checkbox"/> DBE(v)	
Firm's Representative: Andrew Cortese	Title: Managing member	
Signature:	Date:	
Address: P.O. Box 566		
City: Wheat Ridge	State: CO	Zip: 80034
Phone: 303-710-9423	Email: @cortese@primemilling.com	
Scope of Work: Asphalt Roto Milling, Sweeping		

NAICS Code(s): 237310

The Bidder/Proposer intends to utilize the aforementioned MWBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the total MWBE, SBE, EBE or DBE bid amount is (List total amount for Suppliers/Brokers):
\$ 15,000

C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:

Name of Firm:		
Firm's Representative:	Title:	
Signature:	Date:	

*If the above-named Bidder/Proposer is not determined to be the successful Bidder/Proposer by the City, this **Letter of Intent** shall be null and void.*



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) LETTER OF INTENT (LOI)

Project/Contract No.: 202475774 **Project Name:** Marston Lake North Upstream of Glenbrook Pond - Phase 2

A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent Must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Proposer (Name of Firm): Hamon Infrastructure, Inc.		Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Firm's Representative: Brad Davis		Title: President
Signature (Firm's Representative): <i>B.H.D.</i>		Date: 10/31/2024
Address: 550 East 84th Avenue, Suite #-5		
City: Thornton	State: CO	Zip: 80229
Phone: 303-297-0340	Email: bdavis@hamonbuilt.com	

B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.

Name of Firm: Powell Restoration Inc		<input checked="" type="checkbox"/> MWBE(v) <input type="checkbox"/> SBE(v) <input type="checkbox"/> EBE(v) <input type="checkbox"/> DBE(v)
Firm's Representative: Ashley Butts		Title: President
Signature: <i>Ashley Butts</i>		Date: 10/31/24
Address: 6395 Brighton Blvd		
City: Commerce City	State: CO	Zip: 80022
Phone: 303-289-4647	Email: Ashley.Butts@powellenviro.com	
Scope of Work: Erosion Control, Landscape		

NAICS Code(s): 115112, 237110, 238910, 561730

The Bidder/Proposer intends to utilize the aforementioned MWBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the total MWBE, SBE, EBE or DBE bid amount is **(List total amount for Suppliers/Brokers):**

\$ *15000*

C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:

Name of Firm:	
Firm's Representative:	Title:
Signature:	Date:

*If the above-named Bidder/Proposer is not determined to be the successful Bidder/Proposer by the City, this **Letter of Intent** shall be null and void.*

DSBO Version 3 Last Revised: April 29, 2024

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

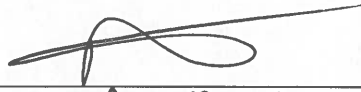
THAT Hamon Infrastructure, Inc., 550 E. 84th Street, Suite E-5 Thornton, CO 80229, as Principal, and Great American Insurance Company, 301 E. Fourth Street, Cincinnati, OH 45202, a corporation organized and existing under and by virtue of the laws of the State of Ohio, and authorized to do business within the State of Colorado, as Surety, are held and firmly bound unto the City and County of Denver, Colorado, as Obligee, in full and just sum of Five Percent of Total 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 October 31, 2024, 2024, for the construction of: **Contract No. 202475774 - Marston Lake North Upstream of Glenbrook Pond Phase 2**, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado, and said Obligee has required as a condition for receiving said bid that the Principal deposit specified bid security in the amount of not less than five percent (5%) of the amount of said bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract, for such construction and furnish required Performance and Payment Bond if the contract is offered him that said sum be paid immediately to the Obligee as liquidated damages, and not as a penalty, for the Principal's failure to perform.

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


Signed, sealed and delivered this 21st day of October, 2024.

ATTEST



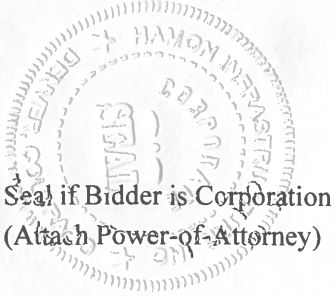
Secretary Ryan Mastrianni

Hamon Infrastructure, Inc.
Principal

By: 
Title: Brad Davis
President

Great American Insurance Company
Surety

By: 
Todd D. Bengford, Attorney-in-Fact



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 **SEVEN**

No. 0 22111

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
DONALD E. APPELBY	MARK SWEIGART	ALL OF	ALL
TODD D. BENGFORD	JESSICA JEAN RINI	GREENWOOD VILLAGE, COLORADO	\$100,000,000
SARAH C. BROWN	MEGAN A. BROWN		
MARY ASHLEY ALLEN			

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 **31ST** day of **MARCH**, 2023

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this **31ST** day of **MARCH**, 2023, 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 **21st** day of **October**, 2024



My L C. B.

Assistant Secretary

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Bid Documents Package

Contract Number: 202475774

**Marston Lake North Upstream of
Glenbrook Pond Phase 2**

September 16, 2024

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

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CITY AND COUNTY OF DENVER

**NOTICE OF INVITATION FOR BIDS
FOR CONTRACT NO. 202475774**

MARSTON LAKE NORTH UPSTREAM OF GLENBROOK POND PHASE 2

**BID SCHEDULE:
11:00 a.m., Local Time
October 31, 2024**

Bids will be received and accepted via the online electronic bid service, Rocky Mountain E-Purchasing (“BidNet”). Bids must be submitted via [BidNet](#) no later than **October 31, 2024 at 11:00 a.m.** Prospective bidders must be on the plan holders list on BidNet for bids to be accepted. To access the electronic bid form, download the required documents from BidNet and complete the Unit Item Pricing in the Documents & Items section of the solicitation. All properly uploaded bids will then be opened, witnessed and read aloud.

GENERAL STATEMENT OF WORK:

The storm drain system improvements in the Marston Lake North Drainageway aim to separate stormwater flows from the Bowles Lateral irrigation ditch, improve drainage and alleviate high groundwater near the properties adjacent to Bowles Lateral at Saratoga Place, and improve the overall drainage and reduce street flow through the project area. The new storm system will collect and convey flows from West Wagon Trail and South Field Way to the existing storm drain system downstream of the Glenbrook Pond. The project was separated into two phases. Phase 1 was completed in 2023 and separated storm flows from the Bowles Lateral with the improvements. Phase 2 will tie into the upstream end of Phase 1 and includes the installation of 30-inch to 42-inch and 34x53-inch elliptical storm main, storm laterals, inlets, and manholes. Waterline adjustments, curb Ramps, curb, gutter, and sidewalk replacement, as well as street restoration are also included.

ESTIMATED CONSTRUCTION COST:

The estimated cost of construction for this project is between \$2,900,000.00 and \$3,200,000.00.

DOCUMENTS AND BID INFORMATION AVAILABLE:

Contract Documents complete with Technical Specifications and, if applicable, construction drawings will be available on the first day of publication at: www.work4denver.com. To download digital Contract Documents, please visit www.bidnetdirect.com/colorado/cityandcountyofdenverdoti and reference Solicitation No. **202475774**. Contact BidNet at 800-835-4603, select option 2 for assistance.

PRE-BID MEETING:

A **virtual pre-bid meeting** will be held for this Project at **1:00 p.m.**, local time, on **September 24, 2024**. The teleconference call-in number and conference ID can be found on the project page at www.work4denver.com.

DEADLINE TO SUBMIT QUESTIONS: October 1, 2024 by 10:00 a.m. local time.

PREQUALIFICATION REQUIREMENTS:

Each bidder must be prequalified in category **1E(4) PIPED SEWER** at or above the **\$6,000,000.00** monetary level in accordance with the City’s Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the 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.

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 Division of Small Business Opportunity (DSBO) to establish participation 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:

14% 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.

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.

Publication Dates: September 16, 17, 18, 2024
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 [BidNet](#)'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 BidNet. 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 Items in the Documents & Items section of the solicitation in BidNet, a unit price for each item for which a quantity is given for all the bidder's prices offered for the Work to be performed. All bid items must be fully and properly completed.

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. 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 Work4Denver 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 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 RESERVED

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 RESERVED

IB-26 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) REQUIREMENTS

The Division of Small Business Opportunity (DSBO) has designated a Minority and Women-Owned Business Enterprise (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.) (the “DSBO Ordinance”) and accompanying rules and regulations (collectively, the “MWBE Program”). Throughout the life of the contract, the awarded contractor/consultant (the “Contractor/Consultant”) will be required to comply with the MWBE Program. Failure by the Contractor/Consultant to comply therewith during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor/Consultant, as deemed appropriate by DSBO.

The City and County of Denver’s (“City”) Minority and Women-Owned Business Enterprise (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/consultant (the “Contractor/Consultant”) shall comply with and implement requirements of Article III, of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) (the “DSBO Ordinance”) and accompanying rules and regulations (collectively, the “MWBE Program”) in the award and administration of Subcontracts under any agreement resulting from this solicitation (“the Contract”). The Contractor/Consultant 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/Consultant shall carry out MWBE Program requirements 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/Consultant 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 the 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/Consultant from future bidding. The City’s commitment to the MWBE Program 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

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

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 opening, 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 subconsulting 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.

1. 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 bid**. 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.

2. 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.

In determining whether a bidder's committed level of participation meets the stated MWBE requirement, DSBO shall base its calculation of applicable dollar amounts and percentages on the total

base bid amount. If a bid contains alternates, participation contained in any alternate will not count towards satisfaction of the requirement at time of bid opening.

3. Letter of Intent

Bidder shall include with their bid completed DSBO form(s), entitled “Letter of Intent” (LOI). The LOI evidences Bidder’s understanding that they will enter into a contractual relationship with the listed MWBE firm or that Bidder’s subcontractor(s), subconsultant(s), and/or supplier(s) will do so. A separate LOI is required for each MWBE subcontractor, subconsultant, and/or supplier at all tiers. **Additionally, an MWBE Prime Bidder must submit a LOI for itself for self-performed work.** The collective LOI amounts must be consistent with the total committed MWBE participation percent stated on the Commitment to MWBE Participation form.

4. List of Proposed Subcontractors, Subconsultants, and/or Suppliers

Bidder shall include with their bid a completed DSBO form, entitled “List of Proposed Subcontractors, Subconsultants, and/or Suppliers,” which is a comprehensive list of all firms (MWBE and non-MWBE) with whom Bidder will contract for this project, at all tiers. Each MWBE firm’s “contract value” listed on this form must be consistent with the amount listed on that firm’s corresponding LOI.

5. Accurate, Complete, Consistent, and Executed

Bidder is urged to carefully review their DSBO forms before submission to ensure that the forms are accurate, complete, consistent as between one-another, and executed by the appropriate parties. Only the MWBE firms identified on the above-listed required DSBO forms and MWBE certified in relevant NAICS codes at the time of bid opening, and the precise levels of participation listed for each, will be considered in determining whether Bidder has committed to meet the designated MWBE requirement. Additional MWBE participation submitted after bid opening will not be considered in determining responsiveness.

6. 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 Bidder must show that they took all necessary and reasonable steps to achieve the MWBE requirement 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)/Buyer with specific questions; the CA/Buyer 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. Failure of Bidder to show good faith efforts shall render their bid ineligible for further consideration with the City.

7. 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/Buyer with specific questions related to compliance therewith, who will coordinate with DSBO to reply to Bidder's questions.

IB-27 DISCLOSURE OF INFORMATION

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

IB-28 GENERAL BIDDING INFORMATION

Bidders are instructed to contact the Contract Administrator designated below for this Project for pre-bid, post-bid and general City bidding information. Bidders can also visit www.work4denver.com for information, both general and project specific. The Contract Administrator assigned to this project is **Cheryl Booker** who can be reached via email at DOTI.Procurement@denvergov.org.

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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

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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

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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

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

¹"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

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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

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- 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

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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.

- e. 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.
- f. 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.
- g. The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- h. The contractor should have made certain that all facilities are not segregated by race.
- i. 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

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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

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.

3. 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.

4. 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. 202475774**

MARSTON LAKE NORTH UPSTREAM OF GLENBROOK POND PHASE 2

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,

**Hamon Infrastructure, Inc.
550 East 84th Avenue, Suite E-5
Thornton, CO 80229**

WITNESSETH, commencing on **September 16, 2024**, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

<p>CONTRACT NO. 202475774</p> <p>MARSTON LAKE NORTH UPSTREAM OF GLENBROOK POND PHASE 2</p>
--

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

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

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

1. CONTRACT DOCUMENTS

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

Advertisement of Notice of Invitation for Bids

Instructions to Bidders

Commitment to MWBE Participation

Letters(s) of Intent

IA - List of Proposed Subcontractors, Subconsultants, and/or Suppliers

Article III, Divisions 1, 2, and 3 of Chapter 28, D.R.M.C.

Bid Bond

Addenda (as applicable)

Equal Employment Opportunity Provisions (Appendix A and Appendix F)

Bid Form

Contract Form
General Contract Conditions
Special Contract Conditions
Performance and Payment Bond
Notice to Apparent Low Bidder
Notice to Proceed
Contractor's Certification of Payment Form
Final/Partial 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
Accepted Shop Drawings

2. SCOPE OF WORK

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

3. TERMS OF PERFORMANCE

The Contractor agrees to undertake the performance of the Work under this Contract within ten (10) days after being notified to commence work by issuance of a Notice to Proceed in substantially the form contained herein from the Manager and agrees to fully complete said Work within **230 (Two Hundred Thirty)** consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

4. TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for **bid item numbers 01-21.16.01 through 50-1 (Sixty-Four [64])**, the total estimated cost thereof being **Three Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$3,350,000.00)**. Adjustments to said Contract Amount and payment of amounts due hereunder shall be made in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

5. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under 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 MWBE REQUIREMENTS

This Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.) referred to in this Contract as the "MWBE Ordinance" any corresponding Rules and Regulations, and any additional requirements contained herein. Without limiting the general applicability of the foregoing, the Contractor/Consultant acknowledges its continuing duty,

pursuant to the D.R.M.C., to maintain throughout the duration of this Contract, and compliance with the MWBE commitment of **14.24%**, upon which the City approved the award of this Contract to the Contractor/Consultant. The Contractor/Consultant further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the MWBE Ordinance, any corresponding Rules and Regulations, and any additional requirements contained herein, shall subject the Contractor/Consultant to sanctions in accordance with Section 28-76 of the D.R.M.C. Nothing contained in this provision or in the MWBE Ordinance shall negate the City's right to prior approval of subcontractors, or substitutes therefore, under this Contract.

7. COMPLIANCE WITH DENVER WAGE LAWS

To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

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

The amount of money, which has been appropriated and encumbered for the purpose of this contract, to date, is equal to or in excess of the Contract Amount. The Manager, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds, which remain available for payment for all Work under the Contract.

The issuance of any change order or other form or order or directive by the City which would cause the aggregate payable under the contract to exceed the amount appropriated for the contract is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount available under the Contract to exceed the amount appropriated and encumbered for this Contract, unless and until such time as the Contractor has been advised in writing by

the Manager that a lawful appropriation, sufficient to cover the entire cost of such additional work, has been made.

It shall be the responsibility of the Contractor to verify that the amounts already appropriated for this Contract are sufficient to cover the entire cost of such work, and any work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this contract, without the proper authorization for such work, and at the Contractor's own risk.

10. 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. DISPUTES RESOLUTION PROCESS

It is the express intention of the parties to this Contract that all disputes of any nature whatsoever regarding the Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, D.R.M.C., or, as applicable, Section 28-69 D.R.M.C. for Minority and Women-Owned Business Enterprise disputes. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or suppliers.

13. CONTRACT BINDING

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

14. PARAGRAPH HEADINGS

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

15. SEVERABILITY

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

16. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

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Contract Control Number: DOTI-202475774-00
Contractor Name: Hamon Infrastructure, Inc.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202475774-00
Hamon Infrastructure, Inc.

By: Signed by:
Brad Davis
58GADFEBEA54467..._____

Name: Brad Davis
(please print)

Title: CO-President
(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, 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:

<u>Project Manager</u>	<u>Telephone</u>
Lauren Wulliman	720-415-8787

<u>Consultant</u>	<u>Name</u>	<u>Telephone</u>
Olsson	Chance Uhrich	303-237-2072

SC-7 PREVAILING WAGE REQUIREMENTS

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

(.2) Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.

Date bid or request for qualifications/proposals was advertised **September 16, 2024**.

Prevailing wage and fringe rates will adjust 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. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

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

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

SC-8 LIQUIDATED DAMAGES

Should the Contractor fail to complete all Work within the Contract Time allocated under the Contract Form at Paragraph 3, TERMS OF PERFORMANCE, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of **\$500.00** for each Day that the

Contractor exceeds the time limits herein specified, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.

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

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

SC-9 SUBCONTRACTS

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

SC-10 PAYMENTS TO CONTRACTORS

The application for payment shall be submitted in the format provided by the Project Manager. Contractor recognizes and agrees that it shall be required 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 SMWDBE program goal. 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	Paul Bountry	303-446-3719

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

1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each Application for Payment shall include each and every independent subcontractor’s payroll information including pay dates and pay amounts.
3. The Contractor, and its subcontractors of all tiers who have performed work, shall also submit to the Auditor and other appropriate officials of the City prior to submitting the payment application, information required by General Contract Condition 1004, REPORTING WAGES PAID.
4. Starting with the second payment application, the payment applications shall be accompanied by a completed Contractors’ Certification of Payment Form (CCP), listing all first tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. The final payment application must be accompanied by an executed Final/Partial Release and Certification of Payment Form and Certificate of Contract Release Form from the Contractor.

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 (form included below). Contractor shall also return an executed Certificate of Contract Release (below), upon request from the City.

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

SC-16 ATTORNEY'S FEES

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

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

SC-17 INSURANCE

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

(1) General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, 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) 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 REQUIREMENTS

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

as guidance. Non-hazardous solid waste that is eligible for reuse or recycling is not subject to the DADS disposal requirement defined in SC-13.

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

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

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.

SC-25 DISPUTES

General Contract Condition 1301 DISPUTES is hereby deleted in its entirety and replaced with the following:

1301 DISPUTES

.1 It is the express intention of the parties that all disputes of any nature whatsoever regarding this Construction Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Construction Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, DRMC for Public Works Department Contracts, pursuant to the provisions of DRMC §5-17 for Department of Aviation contracts, or an alternative process that is established for a specific issue by the DRMC or associated rules and regulations.

.2 When the DRMC, or rules and regulations promulgated pursuant to the DRMC, provide an alternative review or resolution process for specific disputes that may arise out of this Construction Contract the more specific process set forth in the DRMC and associated rules and regulations controls.

.3 The Contractor expressly agrees that these dispute resolution processes are the sole and only dispute resolution mechanisms that will be recognized and employed 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.

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Hamon Infrastructure Inc., 550 East 84th Avenue, Suite E-5, Thornton, CO 80229, 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 Three Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$3,350,000.00), 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. 202475774 - Marston Lake North Upstream of Glenbrook Pond Phase 2**, 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 13th day of December, 2024.

Attest:

Ashlea McCaughey
Secretary **Ashlea McCaughey**

Hamon Infrastructure, Inc.
Contractor

By: *Brad Davis*
President, **Brad Davis**

Great American Insurance Company
Surety

By: *Sarah C. Brown*
Attorney-In-Fact **Sarah C. Brown**



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

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 **SEVEN**

No. 0 22580

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
DONALD E. APPLEBY	ALL OF	ALL
TODD D. BENGFORD	GREENWOOD VILLAGE, COLORADO	\$100,000,000
SARAH C. BROWN		
MARK SWEIGART		
MARY ASHLEY ALLEN		
ASHLEA MCCAUGHEY		

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 **26TH** day of **NOVEMBER**, **2024**

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

John K. Webster

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

JOHN K. WEBSTER (877-377-2405)

On this **26TH** day of **NOVEMBER**, **2024**, before me personally appeared JOHN K. WEBSTER, 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 _____ day of _____



My L C. B.

Assistant Secretary



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

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

RE: **Hamon Infrastructure, Inc.**

Contract No: **202475774**
Project Name: **Marston Lake North Upstream of Glenbrook Pond, Phase 2**
Contract Amount: **\$3,350,000.00**
Performance and Payment Bond No.: **5361288**

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 **December 11, 2024**

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at (720) 622-8357 and/or email Sarah.Brown@holmesmurphy.com

Thank you.

Sincerely,

A handwritten signature in blue ink that reads 'Sarah Brown'.

Sarah Brown

Surety Service Advisor



ADDITIONAL REMARKS SCHEDULE

AGENCY IMA, Inc. - Colorado		NAMED INSURED Hamon Infrastructure, Inc. 550 E 84th Ave Thornton, CO 80229-5309	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Leased & Rented Equipment Coverage: Policy #710-03-98-31-003
 Effective Dates: 12/31/2023 - 12/31/2024 Insurer: Atlantic Specialty Insurance Company
 \$500,000 Limit; \$2,500 Deductible

Scheduled Equipment Coverage: Policy #710-03-98-31-003
 Effective Dates: 12/31/2023 - 12/31/2024 Insurer: Atlantic Specialty Insurance Company
 \$3,853,387 Limit; \$2,500 Deductible

Certificate Holder and all other parties required by the contract are included as Additional Insured on the General, Automobile Liability and Workers Compensation Policies, if required by written contract or agreement, subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of the Certificate Holder and all other parties required by the contract on the General, Automobile Liability and Workers Compensation Policies, if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. General, Automobile Liability and Workers Compensation Coverages include 30-day notice of cancellation, subject to the policy terms and conditions.

RE: Project #202475774; Project: Marston Lake North Upstream of Glenbrook Pond Phase 2.

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured.



NOTICE TO APPARENT LOW BIDDER (SAMPLE)

Name
Address
City, State Zip

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **October 31, 2024**, for work to be done and materials to be furnished in and for:

CONTRACT 202475774 - Marston Lake North Upstream of Glenbrook Pond Phase 2

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) (\$ _____)**.

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. 202475774

Page 2

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

CITY AND COUNTY OF DENVER

By _____
City Engineer
Department of Transportation and Infrastructure

SAMPLE

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

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



NOTICE TO PROCEED (SAMPLE)

Current Date

Name
Company
Street
City/State/Zip

CONTRACT NO. 202475774 - Marston Lake North Upstream of Glenbrook Pond Phase 2

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 202475774, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of 230 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

cc:

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

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CERTIFICATE OF CONTRACT RELEASE (SAMPLE)
202475774 - Marston Lake North Upstream of Glenbrook Pond Phase 2

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.

Sincerely,

Contract Administration

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

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

**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: _____

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Prevailing Wage Rates

Contract Number: 202475774

**Marston Lake North Upstream of
Glenbrook Pond Phase 2**

September 16, 2024

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202
(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: September 6, 2024
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Tuesday Sept 10, 2024**, and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO 20240002
Superseded General Decision No. CO 20230002
Modification No. 5
Publication Date: 9/6/2024
(8 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.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.

"General Decision Number: CO20240002 09/06/2024

Superseded General Decision Number: CO20230002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: 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)(1).

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: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$18.29 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 2024.
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: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$18.29 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 2024.

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	01/05/2024
1	02/23/2024
2	07/05/2024
3	07/19/2024
4	08/02/2024
5	09/06/2024

ASBE0028-001 07/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 34.98	16.47

BRCO0007-004 01/01/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 42.37	12.86

BRCO0007-006 05/01/2024

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.93	14.29

ELEC0012-011 06/01/2024

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 31.65	15.45

ELEC0068-001 06/01/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 44.95	19.08

ELEC0111-001 09/01/2023

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 24.61	21.25%+7.40
Line Equipment Operator.....	\$ 39.77	21.25%+7.40
Lineman and Welder.....	\$ 55.22	24.25%+7.40

ELEC0111-007 01/01/2024

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 35.20	13.86

ELEC0113-002 06/01/2024

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 38.20	18.10

ENGI0009-001 05/01/2024

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 34.58	15.20
Blade: Rough.....	\$ 34.05	15.20
Bulldozer.....	\$ 34.05	15.20
Cranes: 50 tons and under..	\$ 34.77	15.20
Cranes: 51 to 90 tons.....	\$ 35.07	15.20
Cranes: 91 to 140 tons.....	\$ 36.27	15.20
Cranes: 141 tons and over...	\$ 38.63	15.20
Forklift.....	\$ 34.58	15.20
Mechanic.....	\$ 35.58	15.20
Oiler.....	\$ 34.14	15.20
Scraper: Single bowl under 40 cubic yards.....	\$ 35.20	15.20
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 35.41	15.20
Trackhoe.....	\$ 35.20	15.20

IRON0024-009 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL/ORNAMENTAL...	\$ 37.23	12.79

IRON00847 - 7/01/2023

	Rates	Fringes
IRONWORKER, REINFORCING	\$ 55.25	3.65

LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

PLUM0003-005 06/01/2024

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

	Rates	Fringes
PLUMBER.....	\$ 50.68	20.15

PLUM0058-002 07/01/2024		

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 45.90	17.17

PLUM0058-008 07/01/2024		

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 45.90	17.17

* PLUM0145-002 08/01/2024		

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.88	15.20

* PLUM0208-004 06/01/2024		

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

	Rates	Fringes
PIPEFITTER.....	\$ 46.01	22.43

SHEE0009-002 07/01/2024		

	Rates	Fringes
Sheet metal worker.....	\$ 39.47	21.83

TEAM0455-002 05/01/2024		

	Rates	Fringes
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Truck drivers:

Pickup.....	\$ 26.21	4.82
Tandem/Semi and Water.....	\$ 26.84	4.82

* SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 18.29	
Carpenters:		
Form Building and Setting...	\$ 18.92 **	2.74
All Other Work.....	\$ 18.29 **	3.37
Cement Mason/Concrete Finisher...	\$ 18.29	2.85
Painters:		
Brush, Roller & Spray.....	\$ 18.29 **	3.26
Power equipment operators:		
Backhoe.....	\$ 18.29 **	2.48
Front End Loader.....	\$ 18.29	3.23
Skid Loader.....	\$ 18.29 **	4.41

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

=====

**Office of the Prevailing Wage
 Administrator for Supplemental Rates
 (Specific to Denver projects)
 Revision Date 01-01-2024**

Classification		Base	Fringe
Laborer	Group 1	\$18.29	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$18.29	\$2.92
Laborer (Flagger)		\$18.29	\$3.80
Laborer (Landscape)		\$18.29	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$18.29	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202
(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: August 6, 2024
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Tuesday, August 6, 2024**, and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO 20240009
Superseded General Decision No. CO 20230009
Modification No. 3
Publication Date: 8/2/2024
(9 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.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage. Contractors will also have to comply with the established Minimum Wage of \$18.29 for all apprentice classifications as base rate. Fringes will be added in to the base rate amount.

Modification Number	Publication Date
0	01/05/2024
1	05/31/2024
2	07/05/2024
3	08/02/2024

CARP9901-008 05/01/2024

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 33.11	12.17

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.

* ENGI0009-008 05/01/2024

	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.).....\$ 35.03	15.20
(3)-Loader (under 6 cu. yd.) Denver County.....\$ 35.03	15.20
(3)-Motor Grader (blade- rough) Douglas County.....\$ 33.19	15.20
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....\$ 35.78	15.20
(4)-Loader (over 6 cu. yd) Denver County.....\$ 35.20	15.20
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$ 35.41	15.20
(5)-Motor Grader (blade- finish) Douglas County.....\$ 35.58	15.20
(6)-Crane (91-140 tons).....\$ 35.28	15.20

* 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).....	\$ 18.42 **	3.20
GUARDRAIL INSTALLER.....	\$ 18.29 **	3.20

HIGHWAY/PARKING LOT

STRIPING:Painter

Denver.....	\$ 18.29 **	3.21
Douglas.....	\$ 19.56 **	3.21

IRONWORKER, REINFORCING

(Excludes Guardrail

Installation).....	\$ 55.25 **	3.65
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IRONWORKER, STRUCTURAL/ORNAMENTAL

(Includes Link/Cyclone Fence

Erection, Excludes Guardrail

Installation).....	\$ 37.23 **	12.79
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LABORER

Asphalt Raker.....	\$ 18.29 **	4.25
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Asphalt Shoveler.....	\$ 21.21	4.25
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Asphalt Spreader.....	\$ 18.58	4.65
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Common or General

Denver.....	\$ 18.78 **	6.77
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Douglas.....	\$ 18.28 **	4.25
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Concrete Saw (Hand Held)....	\$ 18.29 **	6.14
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Landscape and Irrigation....	\$ 18.29 **	3.16
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Mason Tender-

Cement/Concrete

Denver.....	\$ 18.29 **	4.04
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Douglas.....	\$ 18.96 **	4.25
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Pipelayer

Denver.....	\$ 18.29 **	2.41
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Douglas.....	\$ 18.96**	2.18
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Traffic Control (Flagger)...	\$ 18.29 **	3.05
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Traffic Control (Sets

Up/Moves Barrels, Cones,

Install Signs, Arrow

Boards and Place

Stationary Flags) (Excludes

Flaggers).....	\$ 21.17 **	3.22
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PAINTER (Spray Only).....	\$ 18.29**	2.87
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POWER EQUIPMENT OPERATOR:

Asphalt Laydown

Denver.....	\$ 22.67	8.72
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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.....	\$ 18.29	**	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.....	\$ 18.29	**	4.68
Grader/Blade			
Denver.....	\$ 22.67		8.72
Guardrail/Post Driver.....	\$ 18.29	**	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.....	\$ 18.29	**	4.41
Screed			
Denver.....	\$ 22.67		8.38
Douglas.....	\$ 29.99		1.40
Tractor.....	\$ 18.29	**	2.95

TRAFFIC SIGNALIZATION:
Groundsman

Denver.....	\$ 18.29		3.41
Douglas.....	\$ 18.67		7.17

TRUCK DRIVER

Distributor

Denver.....	\$ 19.12		5.82
Douglas.....	\$ 18.29	**	5.27
Dump Truck			
Denver.....	\$ 18.29	**	5.27
Douglas.....	\$ 19.41	**	5.27
Lowboy Truck.....	\$ 18.29		5.27
Mechanic.....	\$ 26.48		3.50
Multi-Purpose Specialty & Hoisting Truck			
Denver.....	\$ 18.29		3.17
Douglas.....	\$ 20.85		2.88
Pickup and Pilot Car			
Denver.....	\$ 18.29	**	3.77
Douglas.....	\$ 20.48	**	3.68
Semi/Trailer Truck.....	\$ 18.39		4.13
Truck Mounted Attenuator....	\$ 18.29	**	3.22
Water Truck			
Denver.....	\$ 26.27		5.27
Douglas.....	\$ 19.46		2.58

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

**Administrator Supplemental Rates
(Specific to the Denver projects)
Revision Date: 01-01-2024**

Classification		Base	Fringe
Guard Rail Installer		\$18.29	\$3.20
Highway Parking Lot Striping: Painter		\$18.29	\$3.21
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$18.29	\$3.16
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		\$18.29	\$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, Plans/Drawings, Addendum 1

Contract Number: 202475774

**Marston Lake North Upstream of Glenbrook Pond
Phase 2**

September 16, 2024

**PLEASE NOTE: Documents listed above are
incorporated by reference and filed with the Clerk
and Recorder. File #: 20240157**