

# CITY AND COUNTY OF DENVER

STATE OF COLORADO



DEPARTMENT OF PUBLICWORKS

## **Contract Documents for:**

**ON CALL CRITICAL CONCRETE REPAIRS - B**

**Contract No. 201416339**

**Advertised as: 201415398**

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**March 19, 2014**



**Denver Public Works**

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

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

**NOTICE OF APPARENT LOW BIDDER**

**Silva Construction, Inc.  
154 Cisne Circle  
Brighton, CO 80601**

The MANAGER OF PUBLIC WORKS has considered the Bids submitted on April 11, 2014, for work to be done and materials to be furnished in and for:

**CONTRACT NO.201416339 ON CALL CRITICAL CONCRETE REPAIRS B**

as set forth in detail in the Contract Documents for the City and County of Denver, Colorado. It appears that your Bid is fair, equitable, and to the best interest of the City and County; therefore, said Bid is hereby accepted at the bid price contained herein, subject to the approval and execution of the Contract Documents by the City in accordance with the Charter of the City and County of Denver, and to your furnishing the items specified below. The award is based on the total bid items: **202-00033 through 630-00003 (Forty Six [46]) total bid items** the total estimated cost thereof being: **Two Million Seven Hundred Four Thousand Sixty Four Dollars and Eleven Cents (\$2,704,064.11)**.

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

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

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

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

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

**NOTICE OF APPARENT LOW BIDDER**

CONTRACT NO. 201416339

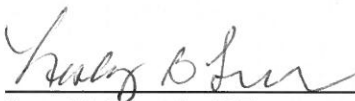
Page 2

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

Dated at Denver, Colorado this 14<sup>th</sup> day of May 2014.

CITY AND COUNTY OF DENVER

By



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

cc: Martin Gonzales (CAO), Gallagher (AUD), Schellinger (Treasury/Tax Compliance, DSBO  
Inbox, Paul Bountry, Rob Merritt (PW-AUD) File

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS  
Wastewater Management Division**

**TABLE OF CONTENTS  
FOR  
BID FORM AND SUBMITTAL PACKAGE  
SBE Defined Pool**

Table of Contents	BF-1
Bidder's Checklist	BF-2 through BF-3
Bid Form and Submittal Package Acknowledgment Form	BF-4 through BF-5
Bid Form	BF-6 through BF-8
List of Proposed Small Business Enterprise(s)	BF-9 through BF-12
Commitment to Small Business Enterprise Participation	BF-13
Small Business Enterprise Letter(s) of Intent & Checklist	BF-14 through BF-15
Joint Venture Affidavit	BF-16
Joint Venture Eligibility Form	BF-17 through BF-19
Bid Bond	BF-20



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

**BIDDER'S CHECKLIST**

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

<b>FORM/ PAGE NO.</b>	<b>COMMENTS</b>	<b>COMPLETE</b>
BF-4 – BF-5	a.) Legal name, address, Acknowledgment signature and attestation (if required.)	<input type="checkbox"/>
BF-6+	a.) Fill in individual bid item dollars and totals in Numerical figures only b.) Complete all blanks c.) Legal name required	<input type="checkbox"/> <input type="checkbox"/>
BF-7	a.) Write out bid total or bid totals in words and figures in the blank form space(s) provided b.) Calculate Textura® Construction Payment Management System Fee from chart on pg. BF-3 and write % and fee in the space provided	<input type="checkbox"/>
BF-8	a.) List all subcontractors who are performing work on this project	<input type="checkbox"/>
BF-9 – BF-10	a.) Fully complete List of Proposed Minority /Woman Business Enterprise Bidders, Subcontractors, Suppliers, Manufacturers, or Brokers – check appropriate boxes.	<input type="checkbox"/>
BF-11	a.) Complete all blanks b.) If Addenda have been issued, complete bottom section.	<input type="checkbox"/> <input type="checkbox"/>
BF-12	a.) Complete appropriate sections - signature(s) required. b.) If corporation, then corporate seal required.	<input type="checkbox"/> <input type="checkbox"/>
BF-13	a.) Fully complete Commitment to Participation	<input type="checkbox"/>
BF-16	a.) If applicable, fully complete Joint Venture Affidavit (Submit 10 days prior to Bid Opening date)	<input type="checkbox"/>
BF-17 – BF-19	a.) If applicable, fully complete Joint Venture Eligibility Form (Submit 10 days prior to Bid Opening date)	<input type="checkbox"/>
BF-20	a.) Fill in all Bid Bond blanks b.) Signatures required c.) Corporate Seal if required d.) Dated e.) Attach Surety Agents Power of Attorney or Certified or cashier's check made out to the Manager of Revenue referencing Bidder's Company and Contract Number.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

### **Textura® Construction Payment Management System (CPM System)**

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

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

For more information:

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

CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS

BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

CONTRACT NO. 201415398

ON CALL CRITICAL CONCRETE REPAIRS

BIDDER: Silva Construction, Inc  
(Legal Name per Colorado Secretary of State)

ADDRESS: 154 Cisne Circle  
Brignton, CO 80601  
\_\_\_\_\_  
\_\_\_\_\_

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. 201415398, ON CALL CRITICAL CONCRETE REPAIRS**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated March 19, 2014.

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

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

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

- Bid Form and Submittal Package Acknowledgment Form
- Bid Form
- SBE Commitment Form and List of Proposed Participants
- Joint Venture Affidavit (if applicable)
- Joint Venture Eligibility Form (if applicable)
- Bid Bond
- Certificate of Insurance

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

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

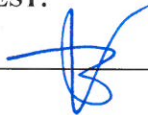
The undersigned bidder expressly assumes responsibility for the complete contents of these designated documents as bound together with the Bid Form and Submittal Package submitted herewith and designated the Contract Documents.

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

**BIDDER:**

Name: Jose Silva  
By: Jose Silva  
Title: President

**ATTEST:**

By: 

[SEAL]



CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS

BID FORM

CONTRACT NO. 201415398  
ON CALL CRITICAL CONCRETE REPAIRS

BIDDER Silva Construction, Inc.  
(Legal Name per Colorado Secretary of State)

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

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on **March 18, 2014**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **CONTRACT NO. 201415398, ON CALL CRITICAL CONCRETE REPAIRS**, 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 SBE Participation/List of Proposed Participants/Letters of Intent*  
*Article VII of Chapter 28, D.R.M.C.*  
*Bid Bond*  
*Addenda (as applicable)*  
*Equal Employment Opportunity Provisions (Appendix A and Appendix F)*  
*Bid Form*  
*Contract Form*  
*General Contract Conditions*  
*Special Contract Conditions*  
*Performance and Payment Bond*  
*Notice to Apparent Low Bidder*  
*Notice to Proceed*  
*Contractor's Certification of Payment Form*  
*Final/Partial Lien Release Form*  
*Final Receipt*  
*Change Orders (as applicable)*  
*Federal Requirements (as applicable)*  
*Prevailing Wage Rate Schedule(s)*  
*Technical Specifications*  
*Contract Drawings*

Item No.	Description and Price	Estimated Quantity	Estimated Cost
202-00033	<b>Removal of Siphon</b> at the unit price of \$ <u>400-</u> per EACH.	13 EA	\$ <u>5200-</u>
202-00200	<b>Removal of Sidewalk</b> at the unit price of \$ <u>17-</u> per SQUARE YARD.	4,500 SY	\$ <u>76500-</u>
202-00201	<b>Removal of Curbhead</b> at the unit price of \$ <u>7-</u> per LINEAR FOOT.	2,400 LF	\$ <u>16800-</u>
202-00203	<b>Removal of Curb &amp; Gutter</b> at the unit price of \$ <u>7-</u> per LINEAR FOOT.	8,250 LF	\$ <u>57750-</u>
202-00204	<b>Removal of Combination Curb, Gutter &amp; Walk</b> at the unit price of \$ <u>13-</u> per LINEAR FOOT.	8,600 LF	\$ <u>111800-</u>
202-00210	<b>Removal of Concrete Pavement</b> at the unit price of \$ <u>8-</u> per SQUARE YARD.	8,800 SY	\$ <u>70400-</u>
202-00220	<b>Removal of Asphalt Mat</b> at the unit price of \$ <u>4.50</u> per SQUARE YARD.	8,400 SY	\$ <u>37800-</u>
203-02330	<b>3-Man Labor Crew</b> at the unit price of \$ <u>140-</u> per HOUR.	120 HR	\$ <u>16800-</u>
206-00065	<b>Structure Backfill (Flow-Fill)</b> at the unit price of \$ <u>100-</u> per CUBIC YARD.	65 CY	\$ <u>6500-</u>
208-00050	<b>Storm Drainage Inlet Protection</b> at the unit price of \$ <u>40-</u> per EACH.	125 EA	\$ <u>5000-</u>
210-00810	<b>Reset Ground Sign</b> at the unit price of \$ <u>70-</u> per EACH.	75 EA	\$ <u>5250-</u>
210-04010	<b>Adjust Manhole/Meter/Valve/Pull Box/Inlet Grate&amp;CH</b> at the unit price of \$ <u>150-</u> per EACH.	85 EA	\$ <u>12750-</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
210-04020	<b>Reset Inlet Grate, Frame &amp; Curb Box (New Casting)</b> at the unit price of \$ <u>700-</u> per EACH.	50 EA	\$ <u>35000-</u>
212-00050	<b>Sodding</b> at the unit price of \$ <u>3-</u> per SQUARE FOOT.	3,500 SF	\$ <u>10500-</u>
212-01200	<b>Restore Landscaping</b> at the unit price of \$ <u>4-</u> per SQUARE FOOT.	6,500 SF	\$ <u>26000-</u>
304-06000	<b>Aggregate Base Course</b> at the unit price of \$ <u>23-</u> per TON.	3,800 TN	\$ <u>87400-</u>
403-00720	<b>HBP Patch</b> at the unit price of \$ <u>100-</u> per TON'.	3,800 TN	\$ <u>380000-</u>
412-00000	<b>24-Hour High Early Strength Concrete</b> at the unit price of \$ <u>100-</u> per CUBIC YARD.	300 CY	\$ <u>30000-</u>
412-00400	<b>Concrete Pavement 4"</b> at the unit price of \$ <u>52-</u> per SQUARE YARD.	495 SY	\$ <u>25740-</u>
412-00600	<b>Concrete Pavement 6"</b> at the unit price of \$ <u>60-</u> per SQUARE YARD.	1,500 SY	\$ <u>90000-</u>
412-00800	<b>Concrete Pavement 8"</b> at the unit price of \$ <u>70-</u> per SQUARE YARD.	2,875 SY	\$ <u>201250-</u>
412-01000	<b>Conceret Pavement 10" (Fiber Mesh)</b> at the unit price of \$ <u>120-</u> per SQUARE YARD.	52 SY	\$ <u>6240-</u>
412-01001	<b>Concrete Pavement 10" (Fast Track)</b> at the unit price of \$ <u>120-</u> per SQUARE YARD.	45 SY	\$ <u>5400-</u>
601-06150	<b>Concrete Patching</b> at the unit price of \$ <u>35-</u> per SQUARE FOOT.	250 SF	\$ <u>8750-</u>
603-01150	<b>15" Reinforced Concrete Pipe (CRP)</b> at the unit price of \$ <u>100-</u> per LINEAR FOOT.	95 LF	\$ <u>9500-</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
603-01180	<b>18" Reinforced Concrete Pipe (CRP)</b> at the unit price of \$ <u>100-</u> per LINEAR FOOT.	110 LF	\$ <u>11000-</u>
604-14050	<b>Type 14 Curb Inlet (14')</b> at the unit price of \$ <u>6300-</u> per EACH.	9 EA	\$ <u>56700-</u>
604-16050	<b>Type 16 Curb Inlet (Single - 4' 8")</b> at the unit price of \$ <u>8000-</u> per EACH.	6 EA	\$ <u>48000-</u>
604-30005	<b>4 Foot Dia Manhole Slab Base (5 Foot)</b> at the unit price of \$ <u>4000-</u> per EACH.	9 EA	\$ <u>36000-</u>
604-39010	<b>4 Foot Dia Manhole Slab Base (10 Foot)</b> at the unit price of \$ <u>13000-</u> per EACH.	4 EA	\$ <u>52000-</u>
608-00000	<b>Concrete Sidewalk</b> at the unit price of \$ <u>35-</u> per SQUARE YARD.	3,900 SY	\$ <u>136500-</u>
608-00010	<b>Concrete Curb Ramp</b> at the unit price of \$ <u>80-</u> per SQUARE YARD.	7,250 SY	\$ <u>580000-</u>
609-20000	<b>Concrete Gutter Overlay</b> at the unit price of \$ <u>6-</u> per LINEAR FOOT.	5,000 LF	\$ <u>30000-</u>
609-21020	<b>Curb &amp; Gutter Type II, Section 2B</b> at the unit price of \$ <u>15-</u> per LINEAR FOOT.	7,100 LF	\$ <u>106500-</u>
609-21023	<b>Curb &amp; Gutter Type IIB (9") Curbhead</b> at the unit price of \$ <u>18-</u> per LINEAR FOOT.	300 LF	\$ <u>5400-</u>
609-22021	<b>Combination Curb, Gutter &amp; Sidewalk (2'-8")</b> at the unit price of \$ <u>25-</u> per LINEAR FOOT.	3,750 LF	\$ <u>93750-</u>
609-22025	<b>Combination Curb, Gutter &amp; Sidewalk (3'-11")</b> at the unit price of \$ <u>27-</u> per LINEAR FOOT.	1,000 LF	\$ <u>27000-</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
610-00026	<b>Median Cover Material (6" Patterned Concrete)</b> at the unit price of \$ <u>120-</u> per SQUARE YARD.	455 SY	\$ <u>54600-</u>
613-07000	<b>Reset Pull Box</b> at the unit price of \$ <u>300-</u> per EACH.	16 EA	\$ <u>4800-</u>
614-72875	<b>Loop Detector Wire</b> at the unit price of \$ <u>5-</u> per LINEAR FOOT.	1,299 LF	\$ <u>6495-</u>
623-00204	<b>Sprinkler System-Adjust Sprinkler Head</b> at the unit price of \$ <u>45-</u> per EACH.	300 EA	\$ <u>13500-</u>
623-00204	<b>Sprinkler System-New Sprinkler Head</b> at the unit price of \$ <u>45-</u> per EACH.	300 EA	\$ <u>13500-</u>
623-00505	<b>Sprinkler System-Irrigation Reconstruction</b> at the unit price of \$ <u>5-</u> per LINEAR FOOT.	2,500 LF	\$ <u>12500-</u>
630-00000	<b>Traffic Control - Arterial</b> at the unit price of \$ <u>500-</u> per DAY.	90 DAY	\$ <u>45000-</u>
630-00002	<b>Traffic Control - Local/Collector</b> at the unit price of \$ <u>200-</u> per DAY.	120 DAY	\$ <u>24000-</u>
630-00003	<b>Uniformed Traffic Control</b> at the unit price of \$ <u>60-</u> per HOUR.	65 HR	\$ <u>3900-</u>

[Base bid amount equals the sum of each estimated cost for item numbers 202-00033 through 630-00003 (Forty Six [46] Total Bid Items)]

Base Bid Amount of:

Two million Six Hundred Ninety Nine Thousand Four Hundred  
Seventy Five Dollars No cents  
Dollars (\$ 2,699,475.00 )

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

Textura® Construction Payment Management System Fee Amount applicable to base bid amount above:

0.17 % of Base Bid Amount  
Four Thousand Five Hundred Eighty Nine Dollars Eleven Cents  
Dollars (\$ 4589.11 )

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

Two Million Seven Hundred Four Thousand Dollars Sixty Four  
Dollars Eleven Cents  
Dollars (\$ 2,704,064.11 )

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 Developers Surety and Indemnity Co, a corporation of the State of Iowa, 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 590. 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: \_\_\_\_\_

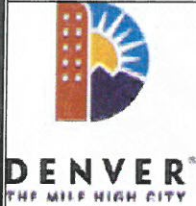
Address: \_\_\_\_\_ Address: \_\_\_\_\_

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

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
Trucking	49.99%	Chavez Concrete & Trucking 5440 E 128th Dr Thornton CO 80241
Concrete Pipe	4.00%	Blanco Inc 796 Poppy Dr Brighton, CO 80601
New West Paving	3%	New West Paving 7100 N. Broadway Ste 2PPH Denver, CO 80221

(Copy this page if additional room is required.)



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

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

City and County of Denver Contract No.: 201415398

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

**Prime Bidder**

Business Name: <u>Silva</u>		
Address:		Contact Person:
Type of Service:	Dollar Amount: \$:	Percent of Project:

**SBE Prime Bidder**

Business Name: <u>Silva Construction Inc</u>		
Address: <u>154 Cisse Cir. Brighton, CO 80601</u>		Contact Person: <u>Jose Silva Jr</u>
Type of Service: <u>(Concrete, Patching, Removals)</u>	Dollar Amount: \$: <u>240,667.<sup>05</sup></u>	Percent of Project: <u>89%</u>

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

<input checked="" type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)
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Business Name: <u>Chavez Concrete &amp; Trucking</u>		
Address: <u>5440 E. 128th Dr Thornton, CO 80241</u>		Type of Service: <u>Trucking</u>
Contact Person: <u>Favian Chavez</u>	Dollar Amount: \$: <u>108,162.<sup>57</sup></u>	Percent of Project: <u>4%</u>

<input checked="" type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)
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Business Name: <u>Blanco Inc</u>		
Address: <u>769 Poppy Dr Brighton CO 80601</u>		Type of Service: <u>Inlets, Concrete Paving</u>
Contact Person: <u>Juan Blanco</u>	Dollar Amount: \$: <u>108,162.<sup>57</sup></u>	Percent of Project: <u>4%</u>

<input checked="" type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)
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Business Name: <u>New West Paving</u>		
Address: <u>7100 N. Broadway Ste 2PPH</u>		Type of Service: <u>Asphalt Paving</u>
Contact Person: <u>Dan Mikkelsen</u>	Dollar Amount: \$: <u>81,121.<sup>92</sup></u>	Percent of Project: <u>3%</u>



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

List of Proposed SBE rev 011411 JG

The undersigned Bidder hereby certifies that the information provide above regarding its performance on the Project is true and correct and that the undersigned Bidder is a currently certified SBE or qualifying Joint Venture.

Further, the undersigned Bidder hereby certifies that the aforementioned subcontractors and suppliers have full knowledge that their names have been offered as subcontractors and suppliers for the work, and the Bidder further certifies that the dollar amount of work to be performed by the aforementioned SBEs was furnished to the Bidder prior to the bid opening. The undersigned Bidder agrees that after the bid opening, it shall submit to the City an executed and completed SBE "Letter of Intent" in three (3) working days on a SBE project on each of its SBE subcontractors. The "Letter of Intent" form is contained in the Contract Documents.

The undersigned Bidder acknowledges the right of the City to reject any or all bids submitted, to waive informalities in bids and to re-advertise this Project for bids based on any failure to comply with the SBE program requirements set forth herein..

The undersigned certifies that it has carefully checked all words 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: 154 Cisne Circle

City, State, Zip Code: Brighton CO 80601

Telephone Number of Bidder: 303-710-0543 Fax No. 888-689-9850

Contact Name for this Project: Jose Silva Jr

Social Security or Federal Employer ID Number of Bidder: 26-3990896

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

Denver 2013 Citywide Concrete Repairs PH4

For information relative thereto, please refer to:

Name: Rick Zimmat

Title: Project Manager

Address: 3000 W 3rd Ave Denver, CO 80219

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

Addenda Number N/A Date \_\_\_\_\_

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

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

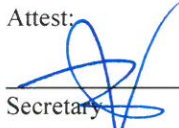
Dated this 11th day of April, 2014

**Signature of Bidder:**

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

If a Partnership: \_\_\_\_\_  
by: \_\_\_\_\_, General Partner.

If a Corporation: Silva Construction Inc  
a Colorado, Corporation,  
by: Jose Silva, its President.

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

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

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

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

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

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

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

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

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

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

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



**DENVER**  
THE MILE HIGH CITY

### COMMITMENT TO SBE PARTICIPATION

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

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

The Bidder/Proposer is committed to a minimum of 11 % SBE utilization on the project, and will submit Letters of Intent (LOI) for each subcontractor/subconsultant listed in the Bid Forms as follows:  
Hard Bids: Three (3) business days after the bid opening  
Request for Proposals: With the proposal when due

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

The Bidder/Proposer is a certified SBE in good standing with the City and is committed to self-perform a minimum of 89 % of the work on the contract.

Bidder/Proposer (Name of Firm): Silva Construction Inc

Firm's Representative (Please print): Jose Silva Jr

Signature (Firm's Representative):

Title: Secretary

Address: 154 Ciske Circle

City: Brighton

State: CO

Zip: 80601

Phone: 303-710-0543

Fax: 888-689-9850

Email: Silvaconstruction154@gmail.com

A copy of the SBE Certification must be attached.

Rev 122910 JG



Office of Economic Development  
 Division of Small Business Opportunity  
 Compliance Unit  
 201 West Colfax Ave., Dept. 807  
 Denver, CO 80202  
 Phone: 720-913-1999 Fax: 720-913-1803

**LETTER OF INTENT (LOI)**

**INSTRUCTIONS FOR COMPLETION & SUBMISSION:**

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

Contract No.: 201415398 / Project Name: Denver On Call Critical Concrete Repairs

A. The Following Section is To Be Completed by the Bidder/Consultant  
 This Letter of Intent Must be Signed by the Bidder/Consultant and MWBE, SBE or DBE

Name of Bidder/Consultant: <u>Silva Construction Inc.</u>	Self-Performing <input type="checkbox"/> Yes <input type="checkbox"/> No	Phone: <u>303 710 0543</u>
Contact Person: <u>Jose Silva Jr</u>	Email: <u>Silvaconstruction154@gmail.com</u>	Fax: <u>888-689-9850</u>
Address: <u>154 Cline Circle</u>	City: <u>Brighton</u>	State: <u>CO</u> Zip: <u>80601</u>

B. The Following Section is To Be Completed by the MWBE, SBE or DBE, at any Tier  
 This Letter of Intent Must be Signed by the MWBE, SBE or DBE and Bidder/Consultant

Name of Certified Firm: <u>New West Paving</u>	Phone: <u>303 427 0590</u>
Contact Person: <u>Dan Mikkelson</u>	Email: <u>dan@newwestpaving.com</u>
Address: <u>7100 N Broadway</u>	City: _____ State: <u>CO</u> Zip: _____

Please check the designation which applies to the certified firm.

<input type="checkbox"/> MWBE (1)	<input checked="" type="checkbox"/> SBE (1)	<input type="checkbox"/> DBE (1)	<input type="checkbox"/> Self-Performing (1)
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Indirect Utilization: If this MWBE, SBE or DBE is not a direct firm for subcontractor/subconsultant, supplier or broker to the Bidder/Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:

A Copy of the MWBE, SBE or DBE Letter of Certification must be Attached

Identify the scope of the work to be performed or supply item that will be provided by the MWBE/SBE/DBE. On unit price bids only, identify which bid line items the MWBE/SBE/DBE's scope of work or supply corresponds to.

Asphalt Paving

<input checked="" type="checkbox"/> Subcontractor/Subconsultant (1)	<input type="checkbox"/> Supplier (1)	<input type="checkbox"/> Broker (1)
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Bidder intends to utilize the aforementioned MWBE, SBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor MWBE, SBE or DBE bid amount is:

\$ <u>81,121.92</u>	<u>3</u> %
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Consultant intends to utilize the aforementioned MWBE, SBE or DBE for the Work/Supply described above. The percentage of the work of the total subconsultant MWBE, SBE or DBE will perform is:

<u>3</u> %
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If the fee amount of the work to be performed is requested, the fee amount is:

\$ <u>81,121.92</u>
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Bidder/Consultant's Signature: \_\_\_\_\_ Date: 4/11/14

MWBE, SBE or DBE or Self-Performing Firm's Signature: \_\_\_\_\_ Date: 4/14/14

If the Bidder/Consultant is not determined to be the successful proposer, this Letter of Intent will be null and void.

COMP-FRM-012 Revised 09/2013



Office of Economic Development  
Division of Small Business Opportunity  
Compliance Unit  
201 West Colfax Ave. Dept. 807  
Denver, CO 80202  
Phone: 720-913-1999 Fax: 720-913-1207

**LETTER OF INTENT (LOI)**

**INSTRUCTIONS FOR COMPLETION & SUBMISSION:**

- All lines must be completed or marked N/A for Not Applicable
- Submit the attached proposal checked with this letter
  - Email to [SEB@DENVERGOV.GOV](mailto:SEB@DENVERGOV.GOV), SE
  - Fax: 720-913-1803 SE
  - Hand-Delivery: Office Economic Dev Receptionist, 2nd Fl.
- FOR RFPs / LOIs should be submitted with Proposal.

Contract No: 201415398 Project Name: Denver On Call Critical Concrete Repairs

A. The Following Section is To Be Completed by the Bidder/Consultant  
This Letter of Intent Must be Signed by the Bidder/Consultant and MWBE, SBE or DBE

Name of Bidder/Consultant: Silva Construction Inc Self-Performing  Yes  No Phone: 303 710 0513  
Contact Person: Jose Silva Jr Email: silvaconstruction@yahoo.com Fax: 888-689-9850  
Address: 154 Cive Circle City: Brighton State: CO Zip: 80601

B. The Following Section is To Be Completed by the MWBE, SBE or DBE, at any Tier  
This Letter of Intent Must be Signed by the MWBE, SBE or DBE and Bidder/Consultant

Name of Certified Firm: Blanco Inc Phone: 303-659-6508  
Contact Person: Juan Blanco Email: juanblanco@blanco.com Fax: 303-748-0221  
Address: 769 Poppy Dr S City: Brighton State: CO Zip: 80601

Please check the designation which applies to the certified firm.

MWBE (1)	<input checked="" type="checkbox"/>	SBE (2)	<input type="checkbox"/>	DBE (3)	<input type="checkbox"/>	Self-Performing (4)	<input type="checkbox"/>
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Indirect Utilization: If this MWBE, SBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is making the participation of this firm.

A Copy of the MWBE, SBE or DBE Letter of Certification must be Attached

Identify the scope of the work to be performed or supply item that will be provided by the MWBE/SBE/DBE. Do not price bids only. Identify which bid line items the MWBE/SBE/DBE scope of work or supply corresponds to

Pipe & Inlets

<input checked="" type="checkbox"/> Subcontractor/Subconsultant (1)	<input type="checkbox"/> Supplier (2)	<input type="checkbox"/> Broker (3)
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Bidder intends to utilize the aforementioned MWBE, SBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor/MWBE, SBE or DBE bid amount is:

\$ <u>108,162.33</u>	<u>4</u> %
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Consultant intends to utilize the aforementioned MWBE, SBE or DBE for the Work/Supply described above. The percentage of the work of the line item/contract MWBE, SBE or DBE will perform is:

<u>4</u> %
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If the full amount of the work to be performed is requested, the full amount is:

\$ <u>108,162.33</u>
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Bidder/Consultant's Signature: [Signature] Date: 4/11/14

Title: Dr. Trevino  
MWBE, SBE or DBE or Self-Performing Firm's Signature: [Signature] Date: 4-11-14

Title: President

If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, the Letter of Intent shall be null and void.



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

**LETTER OF INTENT (LOI)  
 INSTRUCTIONS FOR COMPLETION & SUBMISSION:**

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

Contract No.: 201415398 | Project Name: Denver On Call Critical Concrete Repairs

A. The Following Section is To Be Completed by the Bidder/Consultant  
 This Letter of Intent Must be Signed by the Bidder/Consultant and MWBE, SBE or DBE

Name of Bidder/Consultant: <u>Silva Construction Inc</u>	Self-Performing: <input type="checkbox"/> Yes <input type="checkbox"/> No	Phone: <u>303 710 0543</u>
Contact Person: <u>Jose Silva Jr</u>	Email: <u>Silvaconstruction154@gmail.com</u>	Fax: <u>888-689-9850</u>
Address: <u>154 Cline Circle</u>	City: <u>Brighton</u>	State: <u>CO</u> Zip: <u>80601</u>

B. The Following Section is To Be Completed by the MWBE, SBE or DBE, at any Tier  
 This Letter of Intent Must be Signed by the MWBE, SBE or DBE and Bidder/Consultant

Name of Certified Firm: <u>Chavez Concrete &amp; Trucking</u>	Phone: <u>303-591-9577</u>
Contact Person: <u>Favian Chavez</u>	Email: <u>Chavez2trucking@gmail.com</u>
Address: <u>5440 E 128th Dr</u>	City: <u>Thornton</u> State: <u>CO</u> Zip: <u>80241</u>

Please check the designation which applies to the certified firm.	<input type="checkbox"/> MWBE (%)	<input checked="" type="checkbox"/> SBE (%)	<input type="checkbox"/> DBE (%)	<input type="checkbox"/> Self-Performing (%)
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Indirect Utilization: If this MWBE, SBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:

A Copy of the MWBE, SBE or DBE Letter of Certification must be Attached

Identify the scope of the work to be performed or supply item that will be provided by the MWBE/SBE/DBE. On unit price bids only. Identify which bid line items the MWBE/SBE/DBE's scope of work or supply corresponds to.

Trucking

<input checked="" type="checkbox"/> Subcontractor/Subconsultant (%)	<input type="checkbox"/> Supplier (%)	<input type="checkbox"/> Broker (%)
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Bidder intends to utilize the aforementioned MWBE, SBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor MWBE, SBE or DBE bid amount is:

\$ <u>108162.53</u>	<u>4</u> %
---------------------	------------

Consultant intends to utilize the aforementioned MWBE, SBE or DBE for the Work/Supply described above. The percentage of the work of the total subcontractor MWBE, SBE or DBE will perform is:

<u>4</u> %
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If the fee amount of the work to be performed is requested, the fee amount, is:

\$ <u>108162.53</u>
---------------------

Bidder/Consultant's Signature: [Signature] Date: 4/11/14

Title: Treasurer

MWBE, SBE or DBE or Self-Performing Firm's Signature: Favian Chavez Date: 4/11/14

Title: Owner

If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.

## Letter of Intent (LOI) Checklist

*All lines must be completed or marked N/A for Not Applicable  
Submit the attached completed checklist with this letter.*

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

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

**The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.**

COMP-FRM-012 Revised 09/30-13





**DENVER**  
THE MILE HIGH CITY

### JOINT VENTURE AFFIDAVIT

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

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

Name of Firm:	
Print Name: <u>N/A</u>	Title
Signature:	Date:

**Notary Public**

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

Name of Firm:	
Print Name:	Title
Signature:	Date:

**Notary Public**

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

Name of Firm:	
Print Name:	Title
Signature:	Date:

**Notary Public**

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

Rev 122910 JG



## JOINT VENTURE ELIGIBILITY FORM

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

**Joint Venture means** an association of two (2) or more business enterprises to constitute a single business enterprise to perform a City construction or professional design and construction services contract for which purpose they combine their property, capital, efforts, skills and knowledge, and in which each joint venturer is responsible for a distinct, clearly defined portion of the work of the contract, performs a commercially useful function, and whose share in the capital contribution, control, management responsibilities, risks and profits of the joint venture are equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the joint venturers and their relationship and responsibility to the contract.

The Division of Small Business Opportunity (DSBO) requires the following information be provided from participants of a prospective joint venture, to assist DSBO in evaluating the proposed joint venture. This Joint Venture Eligibility form and the Joint Venture Affidavit apply if SBEs, MBEs, WBEs or DBEs participate in this joint venture.

Please return this form, the Joint Venture Affidavit, and a copy of your Joint Venture Agreement to: Division of Small Business Opportunity, 201 West Colfax Avenue, Denver, CO 80202, at least **ten (10) working days** prior to bid opening or proposal.

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

### Joint Venture Information

Name:		Contact Person:	
Address: N/A			
City:	State:	Zip:	Phone:

### Joint Venture Participants

Name:		Contact Person:	
Address:			
City:	State:	Zip:	Phone:
% Ownership:	Certifying Entity:	Type Certification & Date: (S/M/W or DBE)	
Type of Work for which Certification was granted:			

Name:		Contact Person:	
Address:			
City:	State:	Zip:	Phone:
% Ownership:	Certifying Entity:	Type Certification & Date: (S/M/W or DBE)	
Type of Work for which Certification was granted:			

### General Information

SBE/MBE/WBE/DBE Initial Capital Contributions: \$	%
Future capital contributions (explain requirements) (attach additional sheets if necessary):	
Source of Funds for the SBE/MBE/WBE/DBE Capital Contributions:	
Describe the portion of the work or elements of the business controlled by the SBE/MBE/WBE or DBE: (attach additional sheets if necessary)	
Describe the portion of the work or elements of the business controlled by non-SBE/MBE/WBE or DBE: (attach additional sheets if necessary)	

**JOINT VENTURE ELIGIBILITY FORM**

**General Information**

Describe the SBE/MBE/WBE or DBE's involvement in the overall management of the joint venture (e.g., participation on a management committee or managing board voting rights, etc.) (attach additional sheets if necessary)

N/A

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

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

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

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

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

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

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

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

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

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

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

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

## JOINT VENTURE ELIGIBILITY FORM

### General Information

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

N/A

Who will they be employed by?

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

Yes  
(√)

No  
(√)

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

Number of employees		Position	Employed By

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

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


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

COMP-FRM-015

Revised 032211 JG

**City and County of Denver  
Community Planning and Development**

[www.denvergov.org/Contractor\\_Licensing](http://www.denvergov.org/Contractor_Licensing)

**License/Registration Number: 240945**

**Expiration Date: 02/28/2015**

**License Type: RW-SIDEWALK**

**Issued To:**



**MANAGER, CPD**

SILVA CONSTRUCTION INC  
154 CISNE CIR  
BRIGHTON, CO 80601

Amount	Fund/Org/Revenue Code	Payment Date	Trans #	Void
\$50.00	01010-0141200-356700	01/08/2014	48698203	

**RENEWAL INFORMATION**

Renewal notices will not be mailed for licenses expiring after 2009. The expiration date appears on each license.

Renewal information is available at [www.denvergov.org/Contractor\\_Licensing](http://www.denvergov.org/Contractor_Licensing).

**INSPECTION INFORMATION**

Inspection requests called in by 12:00 A.M. will usually be scheduled for the following working day.

Please provide the following information when you call for an inspection:

- ✓ Permit number
- ✓ Type of Inspection

Automated Inspection Request System: 720-865-2501

Inspections are performed Monday through Friday.

**Wallet Contractor ID Card: MUST BE KEPT IN YOUR POSSESSION AT ALL TIMES.**

Cut on outside of line, then fold in half.

**City and County of Denver  
IDENTIFICATION CARD**

License/Registration No.: 240945

This is to certify that SILVA CONSTRUCTION INC has been issued a RW-SIDEWALK license in the City and County of Denver, beginning on 08 Jan 2014 and ending on 28 Feb 2015, unless license is revoked.

  
Peter Park

**City and County of Denver  
Community Planning and Development  
201 W Colfax Ave. Dept 205  
Denver, CO 80202**



Licenses and Certificates:	720-865-2770
Permit Counter:	720-865-2705
Inspection Administration:	720-865-2505
Automated Inspection Request:	720-865-2501



**Office of Economic Development**  
Division of Small Business Opportunity

201 W Colfax Ave, Dept 907  
Denver, CO 80202  
p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Blvd  
Denver, CO 80249  
p: 303.342-2180  
f: 303.342.2190  
[www.flydenver.com](http://www.flydenver.com)

June 27, 2013

Jose and Fidencio Silva  
Silva Construction, Inc  
154 Cisne Cir  
Brighton, CO 80601

Dear Jose and Fidencio Silva:

**SUBJECT: SBE PROGRAM CERTIFICATION, Pursuant to Article VII, Div. 1, Chapter 28 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions**

The City and County of Denver's Division of Small Business Opportunity (DSBO), has approved Silva Construction, Inc for certification as a Small Business Enterprise (SBE). Silva Construction, Inc will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory with the certification dates of:

**June 27, 2013 to June 26, 2014**

The following is each Category, Subcategory and Work Specialty for which Silva Construction, Inc is certified:

**CATEGORY/SUB CATEGORY:**

CO UCP NAICS-237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)  
CO UCP NAICS-237310: CURBS AND STREET GUTTERS, HIGHWAY, ROAD AND STREET, CONSTRUCTION  
CO UCP NAICS-237310: GRADING, HIGHWAY, ROAD, STREET AND AIRPORT RUNWAY  
CO UCP NAICS-238110: CONCRETE FINISHING  
CO UCP NAICS-238110: CONCRETE FLOOR SURFACING  
CO UCP NAICS-238110: CONCRETE REPAIR  
CO UCP NAICS-238110: RETAINING WALL (EXCEPT ANCHORED EARTH), POURED CONCRETE, CONSTRUCTION  
CO UCP NAICS-238390: CONCRETE COATING, GLAZING OR SEALING  
CO UCP NAICS-238910: CONCRETE BREAKING AND CUTTING FOR DEMOLITION  
CO UCP NAICS-238910: LAND CLEARING  
CO UCP NAICS-238910: SITE PREPARATION CONTRACTORS (WRECKING, DEMOLITION, AND EXCAVATION)  
CO UCP NAICS-238990: CONCRETE SAWING AND DRILLING (EXCEPT DEMOLITION)  
CO UCP NAICS-238990: SIDEWALK CONSTRUCTION, RESIDENTIAL AND COMMERCIAL  
CO UCP NAICS-484220: DUMP TRUCKING (E.G., GRAVEL, SAND, TOP SOIL)  
CO UCP NAICS-484220: GRAVEL HAULING, LOCAL  
CO UCP NAICS-484220: SAND HAULING, LOCAL  
CO UCP NAICS-484220: TOP-SOIL HAULING, LOCAL

**WORK SPECIALTY:**

Highway Concrete Flatwork & Truck Hauling Services

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Certified companies are required to maintain accurate mailing address and telephone number information with DSBO and to notify this office immediately of any changes in ownership or control of the company. Failure to report any of these changes may result in removal from the Certification Directory and possible revocation of Certification.

Please be aware that **SBE Certifications are for a period of one (1) year, and must be renewed annually.** It is your responsibility to request and submit a SBE Eligibility Affidavit and the additional information requested within the affidavit to our office at least thirty (30) days prior to the annual expiration date of the SBE Certification of your business enterprise.

Sincerely,



Chris Martinez  
Director

CM/vy

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION**  
*(SBE Defined Pool)*

**TABLE OF CONTENTS FOR CONTRACT DOCUMENTS**

<b>BID FORM AND SUBMITTAL PACKAGE</b>	<b><u>PAGE</u></b>
Table of Contents	BF-1
Bidder's Checklist	BF-2 through BF-3
Bid Form and Submittal Package Acknowledgment Form	BF-4 through BF-5
Bid Form	BF-6 through BF-8
List of Proposed Small Business Enterprise(s)	BF-9 through BF-12
Commitment to Small Business Enterprise Participation	BF-13
SBE Letter(s) of Intent & Checklist	BF-14 through BF-15
Joint Venture Affidavit	BF-16
Joint Venture Eligibility Form	BF-17 through BF-19
Bid Bond	BF-20
<b>BID DOCUMENTS</b>	
Table of Contents	BDP-1
Statement of Quantities	SQ-1 through SQ-2
Notice of Invitation for Bids	BDP-2 through BDP-4
Instructions to Bidders	BDP-5 through BDP-14
Equal Employment Opportunity Provisions	BDP-15 through BDP-24
Appendix A	
Appendix F	
Contract Form	BDP-25 through BDP-31
Index of the General Contract Conditions	BDP-32 through BDP-36
Special Contract Conditions	BDP-37 through BDP-51
Final/Partial Release and Certificate of Payment Forms (Samples)	BDP- 40 through BDP-41
Performance and Payment Bond Form	BDP-52 through BDP-53
Performance and Payment Bond Surety Authorization letter (Sample)	BDP – 54
Notice to Apparent Low Bidder (Sample)	BDP-55 through BDP-56
Notice To Proceed (Sample)	BDP-57
Final Receipt (Sample)	BDP-58
	<b>On-Call Specific Contract Forms</b>
1. Change Rider	1 page
2. Proposal Request	1 page
3. Proposal Request Pricing Worksheet	1 page
4. Unit Price Sheets for Proposal Request	1 page
5. Contractor Worksheet for Proposal Requests	1 page
6. Work Order	1 page
7. Work Order Change	1 page
Prevailing Wage Rate Schedule	8 pages
Index to Technical Specifications	TS-i
Technical Specifications	TS-1 through TS-48
Appendices	TS-49





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

**CONTRACT NO.201416339  
ON CALL CRITICAL CONCRETE REPAIR - B**

**STATEMENT OF QUANTITIES**

<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	
202-00033	Removal of Siphon	13	EA
202-00200	Removal of Sidewalk	4,500	SY
202-00201	Removal of Curbhead	2,400	LF
202-00203	Removal of Curb & Gutter	8,250	LF
202-00204	Removal of Combination Curb, Gutter & Walk	8,600	LF
202-00210	Removal of Concrete Pavement	8,800	SY
202-00220	Removal of Asphalt Mat	8,400	SY
203-02330	3-Man Labor Crew	120	HR
206-00065	Structure Backfill (Flow-Fill)	65	CY
208-00050	Storm Drainage Inlet Protection	125	EA
210-00810	Reset Ground Sign	75	EA
210-04010	Adjust Manhole/Meter/Valve/Pull Box/Inlet Grate&CH	85	EA
210-04020	Reset Inlet Grate, Frame & Curb Box (New Casting)	50	EA
212-00050	Sodding	3,500	SF
212-01200	Restore Landscaping	6,500	SF
304-06000	Aggregate Base Course	3,800	TN
403-00720	HBP Patch	3,800	TN
412-00000	24-Hour High Early Strength Concrete	300	CY
412-00400	Concrete Pavement 4"	495	SY
412-00600	Concrete Pavement 6"	1,500	SY
412-00800	Concrete Pavement 8"	2875	SY
412-01000	Concrete Pavement 10" (Fiber Mesh)	52	SY
412-01001	Concrete Pavement 10" (Fast Track)	45	SY
601-06150	Concrete Patching	250	SF
603-01150	15" Reinforced Concrete Pipe (CRP)	95	LF
603-01180	18" Reinforced Concrete Pipe (CRP)	110	LF
604-14050	Type 14 Curb Inlet ( 14')	9	EA
604-16050	Type 16 Curb Inlet (Single - 4' 8")	6	EA
604-30005	4 Foot Dia Manhole Slab Base (5 Foot)	9	EA
604-39010	4 Foot Dia Manhole Slab Base (10 Foot)	4	EA
608-00000	Concrete Sidewalk	3,900	SY
608-00010	Concrete Curb Ramp	7,250	SY



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

**CONTRACT NO.201416339  
ON CALL CRITICAL CONCRETE REPAIR - B**

**STATEMENT OF QUANTITIES**

<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	
609-20000	Concrete Gutter Overlay	5,000	LF
609-21020	Curb & Gutter Type II, Section 2B	7,100	LF
609-21023	Curb & Gutter Type IIB (9") Curbhead	300	LF
609-22021	Combination Curb, Gutter & Sidewalk (2'-8")	3,750	LF
609-22025	Combination Curb, Gutter & Sidewalk (3'-11")	1,000	LF
610-00026	Median Cover Material (6" Patterned Concrete)	455	SY
613-07000	Reset Pull Box	16	EA
614-72875	Loop Detector Wire	1,299	LF
623-00204	Sprinkler System-Adjust Sprinkler Head	300	EA
623-00204	Sprinkler System-New Sprinkler Head	300	EA
623-00505	Sprinkler System-Irrigation Reconstruction	2,500	LF
630-00000	Traffic Control - Arterial	90	DAY
630-00002	Traffic Control - Local/Collector	120	DAY
630-00003	Uniformed Traffic Control	65	HR

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

**NOTICE FOR INVITATION FOR BIDS  
FOR CONTRACT NO. 201416339**

**ON CALL CRITICAL CONCRETE REPAIR**

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

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

Bids submitted prior to 10:30 a.m. on the specified bid opening date/time shall be presented at the Office of Contract Administration, Attention: Public Works Contract Administration, 201 West Colfax Avenue, Department 614, Denver, Colorado 80202. All properly delivered bids will then be publicly opened and read aloud in Room 1.D.1 on the 1<sup>st</sup> Floor at 201 West Colfax, Denver, Colorado 80202.

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

**GENERAL STATEMENT OF WORK:**

The Work contemplated hereunder shall generally consist of all work, including labor, materials, supplies and equipment, necessary to satisfactorily complete Construction Services related to the Critical Concrete Repair Program as yet to be identified, (the "Projects"). The City anticipates that typical Project Work may include replacement of concrete including but not limited to standard handicapped ramps, excavation and backfill work, curb, gutter, sidewalk, concrete pavement, asphalt mat, placement of concrete walks, aggregate base course, ramps; placement of rip rap, repair/replacement of water proof membrane, repair of concrete deck, high early concrete panel replacement, fiber mesh concrete for driveways and walks, resurfacing of driveways, alleys, retaining walls, replacing fence, inlets, storm pipe, and related landscape repairs, cross pans and other concrete related tasks. Each of these Projects shall be separately scoped, designed (as necessary), priced, authorized and completed under the direct oversight of the Wastewater Capital Projects Division of the Department of Public Works. The selected contractor shall have all necessary resources available, on an as needed basis, to complete each such Project when directed by the Division. The City may award more than one contract to more than one General Contractor for this procurement.

In order to establish a competitive bidding environment for bidders seeking to perform this Work, the City has devised a representative scope of services comprised of work items and units which the City anticipates the successful bidder may be required to perform on the various projects to which the contractor is assigned during the term of this Contract. Each bidder must provide a unit price for each representative work item, at the units provided, that the City has listed in the Bid Form. The unit prices listed by each bidder will be totaled and that total will serve as the basis for bid selection, in accordance with the terms and conditions of the Bid Documents.

In accordance with the terms and conditions of the Contract Documents, the successful bidder shall then utilize the unit prices contained in its bid form in pricing Proposal Requests issued by the City for Projects identified by the City and covered by the work item prices bid on the Bid Form.

**ESTIMATED CONSTRUCTION COST:**

The estimated cost of construction for this project is between \$2,616,452.00 and \$3,197,886.00.

**TEXTURA CONSTRUCTION PAYMENT MANAGEMENT:**

Bidders are required, when preparing a bid, to agree that it shall use the Textura® Construction Payment Management System (CPM System) for this Project and recognizes that all fees associated with the CPM System are to be paid by the awarded Contractor for billings for work performed. . Use the pricing scale provided in Instructions to Bidders to price the Textura service appropriately. For details on the company and service contact the Textura® Corporation 866-TEXTURA or [www.texturacorp.com](http://www.texturacorp.com).

**DOCUMENTS AND BID INFORMATION AVAILABLE:**

Contract Documents complete with Technical Specifications and, if applicable, construction drawings will be available on the first day of publication at: [www.work4denver.com](http://www.work4denver.com) . To download digital Contract Documents at a cost of \$10.00 per download, reference eBid Document Number #3171128. Contact QuestCDN at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance.

**PRE-BID CONFERENCE:**

A pre-bid conference will be held for this Project at 2:00 PM, local time, on MARCH 25, 2014. This meeting will take place at 201 W. Colfax Ave., Denver, CO 80202, in conference room 4.15.

**PREQUALIFICATION REQUIREMENTS: NONE**

**DEFINED POOL SELECTION REQUIREMENTS:**

This construction contract solicitation is subject to the defined pool selection requirements of Article VII, Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) (the “SBE Ordinance”) and, as such, this contract is excluded from the coverage of Article III, Chapter 28 of the D.R.M.C.

Section 28-207, D.R.M.C. of Article VII authorizes the Director of the Division of Small Business Opportunity (DSBO) to designate selected design and construction services contracts as restricted for award only to Small Business Enterprises (SBEs) participating in the defined pool selection program. The Director has designated this project solicitation as a defined pool project, and in accordance with the SBE ordinance, award will be strictly limited to currently certified SBE bidders/joint venturers who comply with the requirements of Article VII. Proper SBE certification in accordance Section 28-206, D.R.M.C. shall be a condition of responsiveness and award will only be made to the lowest, total, responsive, qualified **SBE bidder**. Under Section 28-208, D.R.M.C., compliance with this defined pool selection requirement shall be mandatory for all bidders and shall require a demonstration that each bidder is either: (1) a certified SBE contractor or (2) a qualified joint venture that includes a certified SBE contractor. In addition, each bidder must establish that such SBE will perform a commercially useful function.

Section 28-209, D.R.M.C. direct the Director of the Division of Small Business Opportunity to establish a mandatory SBE sub contractor participation requirement for selected projects. The mandatory SBE participation requirement for this project is:

**11% Small Business Enterprise (SBE) Participation**

This mandatory subcontractor participation requirement is in addition to the defined pool prime contractor selection requirement described above and, as such, must be met only with certified subcontractors, suppliers and other participants as set forth in Sections 28-209 and 28-210, D.R.M.C. A bidder cannot meet this additional participation requirement through self performance.

Each bidder shall submit, at the time of bid opening, the completed forms and other information required by DSBO to demonstrate compliance with the requirements of Article VII under § 28-212, D.R.M.C. A determination by DSBO that a bidder has failed to comply with these defined pool selection requirements, as specified herein and set forth in Chapter VII, and as such, is non-responsive shall result in no further consideration of the bid by the Manager of Public Works.

**MISCELLANEOUS:**

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

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

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

Publication Dates: March 19, 20, 21, 2014  
Published In: The Daily Journal

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
**INSTRUCTIONS TO BIDDERS**

**IB-1 INSTRUCTION TO BIDDERS**

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

**IB-2 BIDDING**

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

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

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

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

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

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

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

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

For Bid Forms requiring unit price bids for representative work items listed. The bidder shall write in the Bid Form spaces provided a unit price for each item for which a quantity is given and shall also write the product of each unit price and the quantity specified in the "Amount" or "Total" space provided. Upon completion of all spaces provided for the listed work items, the bidder shall total all of the work item "Amounts" provided by the bidder and write that total, in words and figures, in each space provided on the Bid Form.

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

**IB-5 UNACCEPTABLE BIDS**

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

**IB-6 INFORMAL AND UNBALANCED BIDS**

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

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

Bids for any work item that are deemed unbalanced or unreasonable so as to be disproportionate to reasonable approximations or estimates of the work item or items that do 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 City reserves the right to reject any or all bids and to waive any informalities where it is deemed by the City to be in the best interests of the City to do so.

**IB-7 ONLY ONE BID ACCEPTED**

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

**IB-8 BID GUARANTEE**

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

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

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

**IB-9 RESERVED**

**IB-10 INCONSISTENCIES**

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

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

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

**IB-11 WITHDRAWAL OF BID**

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

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

**IB-12 CONTRACTOR'S BULLETIN BOARD**

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

**IB-13 PRE-BID MEETING**

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

**IB-14 ADDENDA**

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

**IB-15 BID OPENING**

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

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

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

Contract award will be made on the basis of the lowest, total, responsive, qualified bid, which bid shall include the total of all work items listed on the Bid Form. Bid selection will be subject to all requirements and special bidder qualifications contained herein and subject to approval of such resulting Contract in accordance with the Charter and Revised Municipal Code of the City and County of Denver. In addition to all other specified requirements, the City will correct arithmetical errors in all bids and corrected totals only will be considered as the basis of selection.



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

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

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

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

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

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

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

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

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

total process of contract execution is complete, a Notice to Proceed will be issued and a single executed copy of the Contract will be delivered to the Contractor. Any work performed or materials purchased prior to the issuance of Notice to Proceed is at the Contractor's risk.

**IB-19 BONDING REQUIREMENTS**

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

**IB-20 INSURANCE REQUIREMENTS**

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

**IB-21 PERMITS AND LICENSES**

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

**IB-22 WAGE RATE REQUIREMENTS**

In preparing any bid hereunder, the Contractor must comply with and should carefully consider all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto.

At the time of the preparation of the Contract Documents, the then-current prevailing wage rates applicable to this Project shall be bound within the Contract Documents made available to potential bidders for the Project. If, more than ten (10) days prior to the actual date of bid opening, the Career Service Board determines that prevailing wages rates different from those bound in the Contract Documents are applicable to one or more of the various classes of laborers, mechanics and workers encompassed by this Project, such different prevailing wage rates shall be provided in an addendum. If different prevailing wage rates are determined by the Career Service Board ten (10) or less days prior to the actual date of bid opening, the City will determine on a case by case basis in its sole discretion whether such different prevailing wage rates are to be included in an addendum. In conjunction with such determination, the City may elect, in its sole discretion, to postpone the date of bid opening on the Project. In any event, the bidder will be held, at the actual date of bid opening, to those prevailing wage rates incorporated into the Contract Documents and as modified by any such addenda.

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

Decreases in prevailing wages on contracts whose period of performance exceeds one (1) year shall not be effective except on the yearly anniversary date of the contract.

#### **IB-23 TAX REQUIREMENTS**

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

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

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

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

#### **IB-24 RESERVED**

#### **IB- 25 DISCLOSURE OF INFORMATION**

All submissions and other materials provided or produced pursuant to this Invitation for Bids may be subject to inspection under 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-26 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.denvergov.com](http://www.denvergov.com) for information, both general and project specific. The Contract Administrator assigned to this project is Jo Ann Phillips, who can be reached via email at [joann.phillips@denvergov.org](mailto:joann.phillips@denvergov.org).

#### **IB-27 DEFINED POOL SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS**

Article VII of Chapter 28 of the Revised Municipal Code (Section 28-201 et.seq., D.R.M.C.) (the “SBE Ordinance or Ordinance”) applies to this Project and is incorporated into this Contract by reference and this contract is excluded from the coverage of Article III, Chapter 28 of the D.R.M.C. As such, each bidder must comply with the terms and conditions of the Ordinance in making its bid and, if awarded the Contract, in performing all Work thereunder. A bidder’s failure to comply with the Ordinance, any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein shall render the bid non-responsive and shall constitute cause for rejection. Failure by the contractor awarded the contract to comply with Ordinance requirements during the performance of the contract is a material breach of the contract, and may result in the termination of this

contract, sanctions or such other remedy, as deemed appropriate by DSBO. Copies of the Ordinance and its accompanying Rules and Regulations are available for the use and review of bidders from DSBO.

Section 28-207, D.R.M.C. of Article VII authorizes the Director of the Division of Small Business Opportunity (DSBO) to designate selected design and construction services contracts as restricted for award only to Small Business Enterprises (SBEs) participating in the defined pool selection program. The Director has designated this project solicitation as a defined pool project and, in accordance with the SBE ordinance; award will be strictly limited to currently certified SBE bidders/joint venturers who comply with the requirements of Article VII. Proper SBE certification in accordance Section 28-206, D.R.M.C. shall be a condition of responsiveness and award will only be made to the lowest, total, responsive, qualified **SBE bidder**. Under Section 28-208, D.R.M.C., compliance with this defined pool selection requirement shall be mandatory for all bidders and shall require a demonstration that each bidder is either: (1) a certified SBE contractor or (2) a qualified joint venture that includes a certified SBE contractor. In addition, each bidder must establish that such SBE will perform a commercially useful function. Each bidder shall submit, at the time of bid opening, the completed forms and other information required by DSBO to demonstrate compliance with the requirements of this Article VII. A determination by DSBO that a bidder has failed to comply with this defined pool selection requirement, as specified herein and set forth in Chapter VII, and, as such, is non-responsive; shall result in no further consideration of the bid by the Manager of Public Works.

In addition, Section 28-209, D.R.M.C. directs the Director of the Division of Small Business Opportunity to establish a mandatory SBE subcontractor participation requirement for selected projects. The mandatory SBE participation requirement for this Project is:

### **11% Small Business Enterprise (SBE) Participation**

This mandatory subcontractor participation requirement is in addition to the defined pool prime contractor selection requirement described above and, as such, must be met only with certified subcontractor, supplier and other participants as set forth in Sections 28-209 and 28-210, D.R.M.C. A bidder cannot meet this additional participation requirement through self performance.

#### **Meeting Established Goal**

In preparing a bid to meet the mandatory SBE participation requirement of the Ordinance, the bidder should carefully consider the following instructions relating to compliance with the Ordinance:

1. In preparing its bid, each bidder shall list on the Bid Form pages entitled "List of Proposed Small Business Enterprise Subcontractors, Suppliers, Manufacturers, Manufacturers' Representatives or Brokers" the name, address, work description/supply, committed level of participation and other required information for each SBE of any tier which the bidder intends to use in performing the work on this Project. **Only the SBE Subcontractors, Suppliers, Manufacturers, Manufacturers' Representatives or Brokers identified and the precise levels of participation listed for each on the Bid Form page, at the time of bid opening, will be considered in determining whether the bidder has met the mandatory participation requirement. Additional, revised or corrected participation submitted after bid opening will not be considered. SBE bidders may NOT count self-performance or joint venture activity in meeting the mandatory participation requirement for the project.** SBE bidders may count joint venture activity in meeting the mandatory participation requirement for the project, but only for the scope of work performed as a commercially useful function and at a percentage level the SBE participant will be performing itself.
2. All SBE Subcontractors, Suppliers, Manufacturers, Manufacturers' Representatives or Brokers listed on the Bid Form must be properly certified by the City on or before the date bids are opened in order to count towards meeting the designated requirement. DSBO maintains an SBE Directory ("Directory"), which is a current listing of SBE's that have been certified by the City. A copy of the Directory is located at DSBO's web site at: [DSBO Compliance](#). Bidders are encouraged to use the Directory to assist in locating SBEs for the work and supplies required on the Project. Bidders are reminded that changes may be made to the Directory at anytime in accordance with the City's SBE program and a current copy of the Directory must always be used in preparing a bid. SBE certification or listing in the Directory is not a representation or warranty by the City as to the qualifications of any listed SBE.
3. In accordance with the provisions of the Ordinance, DSBO will evaluate each bid to determine the responsiveness of the bid to the requirements of the Ordinance. In determining whether a bidder's

committed level of participation meets or exceeds the stated SBE requirement, DSBO shall base its calculation of applicable amounts and percentages on the total base bid amount, not including any listed alternates, of each bid as follows:

- a. The bid information provided by the agency will be used to determine the total base bid amount of each bid. Each bidder's total base bid amount will be multiplied by the SBE percentage established for the project to determine the exact dollar amount of required SBE participation for the Project. This amount will then be compared against the exact dollar amounts for the SBEs committed for participation by the bidder. If the total dollar amount of participation listed meets or exceeds the established SBE dollar amount requirement listed, then DSBO will determine that the goal has been met.
  - b. In addition, DSBO will determine the exact commitment percentage for each listed SBE by dividing the dollar amount listed for each SBE by the total base bid dollar amount submitted by the bidder. These individual percentages, when totaled for all listed SBEs, will establish the total committed percentage level of SBE participation that the bidder must comply with during the life of the contract. In all cases, the committed percentage level of SBE participation must equal or exceed the assigned SBE goal for the Project.
  - c. In providing the exact dollar amount of participation for each listed SBE, a bidder should take care never to round up in determining whether or not the total of these amounts meets or exceeds the established percentage goal. The mandatory requirement must be met or exceeded by dollar amounts and percentages in order for DSBO to determine that the bidder has met or exceeded the applicable SBE mandatory participation requirement.
  - d. As previously mentioned, compliance with the SBE mandatory participation requirement will be determined on the base bid alone. If a bid contains alternates, participation contained in any alternate will not count towards satisfaction of the SBE mandatory participation requirement. However, should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the SBE requirement percentage level submitted at bid time, on the base bid, will also apply to the selected alternates and must be maintained for the life of the contract on the total contract amount, including any alternate work. Thus, even though such participation will not be considered in evaluating bids, bidders are urged to consider participation in preparing bids for designated alternates.
  - e. On projects where force account or allowance bid items have been included, bidders must meet the SBE mandatory participation requirement percentage based upon the total base bid, including all such items that are submitted to the City. However, when a force account or allowance is designated by the City to be either performed or purchased from a specific company, the bidder may back out the dollar amount of the force account or allowance from the total base bid and meet the SBE goal on the remaining reduced amount.
  - f. On bids which, at the time of bid opening, are equal to or exceed Five Million Dollars (\$5,000,000.00), including any alternates which may be selected, only sixty percent (60%) of the value of the commercially useful function performed by SBE suppliers shall count toward satisfaction of the SBE mandatory participation requirement. On Projects under Five Million (\$5,000,000.00) the value of the commercially useful function of SBE supplier(s) will count at a one hundred percent (100%) level. Manufacturer's representatives and packagers shall be counted in the same manner as brokers.
  - g. **To utilize the SBE participation of a Broker,** only the bona fide commissions earned by such Broker for its performance of a commercially useful function will count toward meeting the SBE mandatory participation requirement. The bidder must separate the bona fide brokerage commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the requirement.
4. On or before the third (3<sup>rd</sup>) working day after bid opening, all of the Bidders are required to submit an executed "SBE Letter of Intent" for each SBE listed on the Bid Form as a subcontractor, supplier,

manufacturer, manufacturers' representative or broker of any tier. An SBE bidder is not required to submit a Letter of Intent on themselves. Each Letter of Intent shall be submitted only for the SBEs listed at the time of bid opening, since this is the only participation that will be counted toward satisfaction of the SBE mandatory participation requirement. A form for the SBE Letter of Intent is included with the Bid Form. The SBE Letter of Intent is a written communication from the Bidder to the City evidencing an understanding that the Bidder has or will enter into a contractual relationship with the SBE or that its subcontractor(s) and supplier(s), manufacturer(s), manufacturers' representative(s) and broker(s) will do so. Each SBE Letter of Intent shall be accompanied by a copy of the City and County of Denver's SBE certification letter for each proposed SBE identified at bid time. Bidders are urged to carefully review these Letters before submission to the City to ensure that they are properly completed and executed by the appropriate parties.

5. In accordance with the provisions of the Ordinance, the bidder agrees that it is committed to meeting the SBE mandatory participation requirement. This commitment must be expressly indicated on the "Commitment to Small Business Enterprise Participation" form included with the Bid Form. This commitment includes acceptance of the following understandings:
  - a. The bidder understands it must maintain the committed SBE mandatory participation level throughout the performance of the Contract as required by D.R.M.C. 28-222.
  - b. The bidder understands that it must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the committed SBE mandatory participation level.
  - c. The bidder understands that if change orders or any other contract modifications are issued under the contract, the bidder shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in Section 28-223 of the Ordinance, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
  - d. The bidder understands that if change orders or other contract modifications are issued under the Contract, that include an increase in scope of work of a contract for construction, reconstruction, or remodeling, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an SBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors or by the contractor shall be subject to a goal for SBEs equal to the original SBE mandatory participation commitment. The contractor shall satisfy such SBE mandatory participation requirement with respect to such changed scope of work by soliciting new SBEs in accordance with Section 28-206 of the Ordinance, as applicable, or the contractor must show each element of modified good faith set out in Section 28-221(c) of the Ordinance. The contractor shall supply to the Director the documentation described in Section 28-221(c) of the Ordinance with respect to the increased dollar value of the contract.
6. Section 29-212, D.R.M.C. requires each bidder to list, at the time of bid opening, the SBE prime contractor all subcontractors that meet the mandatory defined pool requirements for the bid. The bidder shall fully complete and execute the following forms to address the defined pool program requirements for this solicitation:
  - a. SBE Participation List
  - b. SBE Commitment Page
  - c. SBE Letters of Intent (to be submitted 3 days after bid)
7. If a bidder/proposer is participating in a joint venture with a certified SBE firm, complete the Joint Venture Eligibility form and Joint Venture Affidavit contained in this bid document/RFP. Submit the aforementioned forms with the firm's Joint Venture Agreement, to the DSBO Director, **at least 10**

**working days prior to the proposal submittal.** The Joint Venture must be approved prior to the bid opening or proposal submittal by the DSBO Director. Approval by the DSBO Director includes determining the amount the Joint Venture will count towards meeting the project goal.

8. DSBO will evaluate only the completed and fully executed forms provided with the bid or as otherwise specified and determine whether or not the bid is responsive under Section 28-213, D.R.M.C. If a bidder has failed to comply with the defined pool selection requirement process outlined in this section and the referenced forms, a bid may be found non-responsive and shall result in no further consideration of the bid by the Manager of Public Works.
9. All bidders are charged with knowledge of and are solely responsible for complying with each and every provision of the Ordinance in making a bid and, if awarded, in performing the work described in the Contract Documents. Failure to comply with these provisions could constitute cause for rejection of a bid or subject the selected contractor to sanctions set forth in the Ordinance. These instructions are intended only to generally assist the bidder in preparing and submitting a compliant bid. Should any questions arise regarding specific circumstances, bidders must consult the Ordinance or contact the Project's designated DSBO representative at (720) 913-1999.

**IB-28 PAYMENT PROCEDURE REQUIREMENTS**

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

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

For more information:

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

**RULES AND REGULATIONS  
REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

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

**RULE I - DEFINITIONS**

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

**RULE II - NOTICE OF HEARING**

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



### **RULE III - HEARING**

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

### **REGULATIONS**

#### **REGULATION NO. 1 - ORDINANCE:**

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

#### **REGULATION NO. 2 - EXEMPTIONS:**

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

#### **REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:**

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

#### **REGULATION NO. 4 - GOALS AND TIMETABLES:**

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

#### **REGULATION NO. 5 - AWARD OF CONTRACTS:**

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

**REGULATION NO. 6 - PUBLICATION AND DUPLICATION:**

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

**REGULATION NO. 7 - NOTICE TO PROCEED:**

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

**REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:**

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

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

**REGULATION NO. 9 - AGENCY REFERRALS:**

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

**REGULATION NO. 10 - CLAUSES:**

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

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

All amendments to the appendices shall be included by reference.

**REGULATION NO. 11 - SHOW CAUSE NOTICES:**

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

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

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

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
**Wastewater Management Division**

**APPENDIX A**

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

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

The applicant further agrees to be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in City contracts. The Contractor agrees to assist and cooperate actively with the Manager and the Director in obtaining compliance of subcontractors and suppliers with the equal opportunity clause and the rules, regulations and relevant orders of the Manager, and will furnish

the Manager and the Director such information as they may require for the supervision of compliance, and will otherwise assist the Manager and Director in the discharge of the City's primary responsibility for securing compliance. The Contractor further agrees to refrain from entering into any contract or contract modification subject to Article III, Division 2 of Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who has not demonstrated eligibility for, City contracts.

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

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

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

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
**Wastewater Management Division**

**APPENDIX F**

**AFFIRMATIVE ACTION REQUIREMENTS**

**EQUAL EMPLOYMENT OPPORTUNITY**

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

**NOTICE**

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

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

/s/ \_\_\_\_\_

Manager of Public Works  
City and County of Denver

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

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

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

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

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

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

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

**2. SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

- a. The Contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.
- b. The Contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was

taken with respect to each such referred individual, and if the individual was not employed by the Contractor, the reasons. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the Contractor, the file should have documented this and their reasons.

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

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

**3. NON - DISCRIMINATION:**

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

**4. COMPLIANCE AND ENFORCEMENT:**

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

**B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:**

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

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

**C. OBLIGATIONS APPLICABLE TO CONTRACTORS:**

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

**D. GENERAL REQUIREMENTS:**

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



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

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
**Wastewater Management Division**

**CONTRACT NO. 201416339**

**ON CALL CRITICAL CONCRETE REPAIRS**

**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 ,

**Silva Construction, Inc.**  
**154 Cisne Circle**  
**Brighton, CO 80601**

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

**WITNESSETH**, Commencing on **March 19, 2014**, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

**CONTRACT NO. 201416339**

**ON CALL CRITICAL CONCRETE REPAIRS - B**

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

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

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

**1. CONTRACT DOCUMENTS**

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

*Advertisement of Notice of Invitation for Bids*  
*Instructions to Bidders*  
*SBE Commitment Form and List of Participants*  
*Article VII, Chapter 28, D.R.M.C.*  
*Bid Bond*  
*Addenda (as applicable)*  
*Equal Employment Opportunity Provisions (Appendix A and Appendix F)*  
*Bid Form*  
*Contract Form*

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

## **2. SCOPE OF WORK**

The Work contemplated hereunder shall generally consist of all work, including labor, materials, supplies and equipment, necessary to satisfactorily complete Construction Services related to the Critical Concrete Repair Program as yet to be identified, (the "Projects").. The City anticipates that typical Project Work may include replacement of concrete including but not limited to standard handicapped ramps, excavation and backfill work, curb, gutter, sidewalk, concrete pavement, asphalt mat, placement of concrete walks, aggregate base course, ramps; placement of rip rap, repair/replacement of water proof membrane, repair of concrete deck, high early concrete panel replacement, fiber mesh concrete for driveways and walks, resurfacing of driveways, alleys, retaining walls, replacing fence, inlets, storm pipe, and related landscape repairs, cross pans and other concrete related tasks. Each of these Projects shall be separately scoped, designed (as necessary), priced, authorized and completed under the direct oversight of the Wastewater Capital Projects Division of the Department of Public Works. The selected contractor shall have all necessary resources available, on an as needed basis, to complete each such Project when directed by the Division during the two (2) year term of the contract, in accordance with the terms and conditions of the On Call Contract Documents.

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

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

1. Individual projects will be identified and their specific scope of Work will be explained in detail on drawings and supplemental specifications issued to the contractor in the form of a Proposal Pricing Request.
2. The Contractor will thoroughly review the scope of Work and provide a price (in the format provided by the City) and a project schedule responsive to each Proposal Request. The bid unit prices must be used for all work that corresponds with the unit price descriptions. Work elements that are not covered by any unit prices shall be priced with using the format and cost categories for labor, material and equipment specified herein. For additional information relating to preparation of Proposal Request pricing refer to Special Contract Conditions.
3. Prior to submitting a price, the Contractor shall inspect the work site and its surroundings. Although the Contractor is not required to make such an inspection before bidding, for purposes of the Contract it shall be conclusively presumed that by failing to make such an inspection, the Contractor has waived the right to later claim additional compensation or time extensions for conditions which would have been evident had the site been inspected.

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

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

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

The Contractor agrees to price all Work described in any Proposal Pricing Request issued hereunder, in accordance with the unit price bids for covered items and the terms and conditions contained herein and further agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the Work described in any Work Order issued by the City in accordance with the terms and conditions set forth herein, drawn, set forth, shown and included in said Contract Documents.

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

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

The Contractor agrees to fully complete said Work within **730** (Seven Hundred Thirty Days) consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

**4. TERMS OF PAYMENT**

The City agrees to pay the Contractor for the performance of all of the Work required under each authorized Work Order issued under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for **bid item numbers 202-00033 through 630-00003 (Forty Six [46]) Total Bid Items**. 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. In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed the maximum contract amount specified herein.

**5. NO DISCRIMINATION IN EMPLOYMENT**

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

**6. DEFINED POOL SELECTION REQUIREMENTS:**

This construction contract is subject to the defined pool program requirements of Article VII, Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) (the "SBE Ordinance") and, as such, this contract is excluded from the coverage of Article III, Division 3 of Chapter 28 of the D.R.M.C. Section 28-222, D.R.M.C. requires that Contractor participating in the defined pool selection program comply with all Small Business Enterprise (SBE) utilization commitments upon which an award was made for the duration of the contract.

**7. WAGE RATE REQUIREMENTS**

In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto.

**8. APPLICABILITY OF LAWS**

The Agreement between the Contractor and the City shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by, and interpreted and construed by or in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City. As such, the Contractor shall at all times comply with the provisions of the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City, and those State of Colorado and Federal Laws, Rules and Regulations, which in any manner limit, control or apply to the actions or operations of the Contractor, any subcontractors, employees, agents or servants of the Contractor engaged in the Work or affecting the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised or amended. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

**9. APPROPRIATION**

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

The issuance of any change order or other form or order or directive by the City which would cause the aggregate payable under the contract to exceed the amount appropriated for the contract is expressly

prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount available under the Contract to exceed the amount appropriated and encumbered for this Contract, unless and until such time as the Contractor has been advised in writing by the Manager that a lawful appropriation, sufficient to cover the entire cost of such additional work, has been made.

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

**10. APPROVALS**

In the event this Contract calls for the payment by the City of five hundred thousand dollars (\$500,000.00) or more, approval by the Board of Councilmen of the City and County of Denver, acting by ordinance, in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and effect and performance of this contract.

**11. ASSIGNMENT**

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

**12. DISPUTES RESOLUTION PROCESS**

It is the express intention of the parties to this Contract that all disputes of any nature whatsoever regarding the Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, D.R.M.C., or, as applicable, Section 28-33 D.R.M.C. for Small 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. MAXIMUM CONTRACT AMOUNT AND TERM**

The maximum Contract Amount to be paid by the City to the Contractor for all Work performed under this Contract shall in no event exceed the sum of **Three Million Dollars and No Cents (\$3,000,000.00)** unless this Contract is modified to increase said amount by a duly authorized, written contract amendment mutually agreeable to and executed by the parties hereto. The term of this agreement shall be two (2) years from the date of execution of this Contract. Any work order issued prior to the expiration of the term shall be performed to completion, even if such performance extends beyond the expiration date and the term of the contract shall be extended to accommodate completion of all outstanding work orders. Additionally, the contract may be extended by a mutually agreeable contract amendment initiated at the sole discretion of

the City. Each project will be assigned and authorized separately and no authorized Project cost will exceed **One Hundred Fifty Dollars and No Cents (\$150,000.00).**

**17. 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.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

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

Contract Control Number: **201416339**

Vendor Name: **SILVA CONSTRUCTION, INC.**

By: Jose Silva

Name: Jose Silva  
(please print)

Title: President  
(please print)

ATTEST: [if required]

By: Fidencio Silva

Name: Fidencio Silva  
(please print)

Title: Vice President  
(please print)

<<insert generated bar code here>>





**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



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

**General Contract Conditions**

**INDEX**

<b>TITLE 1</b>		
<b>DEFINITIONS</b>		<b>1</b>
101	CITY	1
102	CONTRACT	1
103	CONTRACT AMOUNT	1
104	CONTRACT DOCUMENTS	1
105	CONTRACT TIME	1
106	CONTRACTOR	2
107	CONTRACTOR PERSONNEL	2
108	DAYS	2
109	DEPUTY MANAGER	2
110	DESIGNER	2
111	FINAL COMPLETION	2
112	MANAGER	3
113	PRODUCT DATA	3
114	PROJECT	3
115	PROJECT MANAGER	3
116	SAMPLES	3
117	SHOP DRAWINGS	3
118	SUBCONTRACTOR	3
119	SUBSTANTIAL COMPLETION	3
120	SUPPLIER	4
121	WORK	4
<b>TITLE 2</b>		
<b>CITY ADMINISTRATIVE ORGANIZATIONS; LINE OF AUTHORITY</b>		<b>5</b>
201	DEPARTMENT OF AVIATION	5
202	MANAGER OF AVIATION	5
203	DEPARTMENT OF PUBLIC WORKS	5
204	MANAGER OF PUBLIC WORKS	5
205	BUILDING INSPECTION	5
206	ZONING	5
207	DIVISION OF SMALL BUSINESS OPPORTUNITY	6
208	CITY AUDITOR	6
209	MANAGER OF FINANCE	6
210	CITY ATTORNEY	6
211	OFFICE OF RISK MANAGEMENT	6
212	CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY	6
213	CITY'S COMMUNICATION WITH THE CONTRACTOR	7

**TITLE 3**

**CONTRACTOR PERFORMANCE AND SERVICES..... 8**

- 301 CONSIDERATION  
(CONTRACTOR'S PROMISE OF PERFORMANCE)..... 8
- 302 NOTICE TO PROCEED AND COMPLETION OF THE WORK ..... 8
- 303 EXACT CONTRACTOR PERFORMANCE ..... 8
- 304 SUBSTITUTED PERFORMANCE ..... 8
- 305 WORK PERFORMED UNDER ADVERSE  
WEATHER CONDITIONS..... 9
- 306 WORKING HOURS AND SCHEDULE ..... 9
- 307 CONTRACTOR'S SUPERINTENDENT ..... 10
- 308 COMMUNICATIONS ..... 10
- 309 CONTRACTOR SUBMITTALS  
AND OTHER WRITTEN COMMUNICATIONS TO THE CITY..... 10
- 310 COMPETENCE OF CONTRACTOR'S WORK FORCE ..... 11
- 311 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE  
CONTRACT.....11
- 312 CONDUCT OF CONTRACTOR'S PERSONNEL ..... 12
- 313 SUGGESTIONS TO CONTRACTOR..... 12
- 314 WORK FORCE ..... 12
- 315 CONSTRUCTION MACHINES AND STANDBY EQUIPMENT ..... 13
- 316 CUTTING AND PATCHING THE WORK ..... 13
- 317 PERMITS AND LICENSES ..... 13
- 318 CONSTRUCTION SURVEYS ..... 14
- 319 PRESERVATION OF PERMANENT  
LAND SURVEY CONTROL MARKERS ..... 14
- 320 TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES,  
MATERIALS, AND PROCESSES ..... 15
- 321 PROJECT SIGNS..... 15
- 322 PUBLICITY AND ADVERTISING ..... 16
- 323 TAXES ..... 16
- 324 DOCUMENTS AND SAMPLES AT THE SITE ..... 17
- 325 CLEANUP DURING CONSTRUCTION..... 17
- 326 SANITARY FACILITIES..... 18
- 327 POWER, LIGHTING, HEATING, VENTILATING,  
AIR CONDITIONING AND WATER SERVICES ..... 18

**TITLE 4**

**CONTRACT DOCUMENTS (DRAWINGS AND TECHNICAL SPECIFICATIONS) ..... 19**

- 401 CONTRACT DOCUMENTS - REVIEW AND INTERPRETATION..... 19
- 402 OWNERSHIP OF CONTRACT DRAWINGS  
AND TECHNICAL SPECIFICATIONS..... 20
- 403 CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS  
ISSUED TO THE CONTRACTOR ..... 20
- 404 REQUESTS FOR INFORMATION OR CLARIFICATION ..... 21
- 405 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES ..... 21
- 406 SUBSTITUTION OF MATERIALS AND EQUIPMENT ..... 22

**TITLE 5**

**SUBCONTRACTS .....24**

- 501 SUBCONTRACTS..... 24
- 502 SUBCONTRACTOR ACCEPTANCE ..... 24

**TITLE 6**

**TIME OF COMMENCEMENT AND COMPLETION ..... 27**

- 601 BEGINNING, PROGRESS AND TIME OF COMPLETION ..... 27
- 602 LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS;  
ACTUAL DAMAGES..... 27

603	DELAY DAMAGES .....	28
<b>TITLE 7</b>		
<b>COOPERATION, COORDINATION AND RATE OF PROGRESS .....</b>		<b>29</b>
701	COOPERATION WITH OTHER WORK FORCES .....	29
702	COORDINATION OF THE WORK.....	30
703	COORDINATION OF PUBLIC CONTACT.....	30
704	RATE OF PROGRESS .....	30
<b>TITLE 8</b>		
<b>PROTECTION OF PERSONS AND PROPERTY .....</b>		<b>32</b>
801	SAFETY OF PERSONS .....	32
802	PROTECTIVE DEVICES AND SAFETY PRECAUTIONS .....	33
803	PROTECTION OF PROPERTY AND WORK IN PROGRESS .....	33
804	PROTECTION OF MUNICIPAL, PUBLIC SERVICE OR PUBLIC UTILITY SYSTEMS .....	34
805	PROTECTION OF STREET AND ROAD SYSTEM .....	35
806	PROTECTION OF DRAINAGE WAYS.....	36
807	PROTECTION OF THE ENVIRONMENT .....	36
808	HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES.....	37
809	ARCHAEOLOGICAL AND HISTORICAL DISCOVERIES .....	37
<b>TITLE 9</b>		
<b>COMPENSATION .....</b>		<b>38</b>
901	CONSIDERATION (CITY'S PROMISE TO PAY).....	38
902	PAYMENT PROCEDURE .....	38
903	SCHEDULE OF VALUES IN LUMP SUM CONTRACTS .....	39
904	UNIT PRICE CONTRACTS.....	39
905	PROGRESS PERIOD.....	39
906	APPLICATIONS FOR PAYMENT .....	40
907	RELEASES AND CONTRACTORS CERTIFICATIONS OF PAYMENT .....	41
908	RETAINAGE .....	41
909	ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS .....	42
910	FINAL ESTIMATE AND PAYMENT .....	43
911	ACCOUNTING OF COSTS AND AUDIT .....	43
<b>TITLE 10</b>		
<b>WAGE .....</b>		<b>45</b>
1001	PREVAILING WAGE ORDINANCE.....	45
1002	POSTING OF THE APPLICABLE WAGE RATES.....	45
1003	RATE AND FREQUENCY OF WAGES PAID.....	45
1004	REPORTING WAGES PAID .....	45
1005	FAILURE TO PAY PREVAILING WAGES .....	46
<b>TITLE 11</b>		
<b>CHANGES IN THE WORK, CONTRACT PRICE OR CONTRACT TIME .....</b>		<b>47</b>
1101	CHANGE ORDER.....	47
1102	CITY INITIATED CHANGES .....	47
1103	CONTRACTOR CHANGE REQUEST.....	48
1104	ADJUSTMENT TO CONTRACT AMOUNT .....	51
1105	TIME EXTENSIONS.....	54
<b>TITLE 12</b>		
<b>CONTRACTOR CLAIMS FOR ADJUSTMENT AND DISPUTES.....</b>		<b>56</b>
1201	NOTICE OF INTENT TO CLAIM.....	56
1202	SUBMITTAL OF CLAIMS .....	56
1203	WAIVER OF CLAIMS .....	58

<b>TITLE 13</b>	
<b>DISPUTES</b>	<b>59</b>
1301 DISPUTES	59
<b>TITLE 14</b>	
<b>SITE CONDITIONS</b>	<b>60</b>
1401 DIFFERING SITE CONDITIONS	60
1402 SITE INSPECTIONS AND INVESTIGATIONS	60
<b>TITLE 15</b>	
<b>PERFORMANCE AND PAYMENT BONDS</b>	<b>62</b>
1501 SURETY BONDS	62
1502 PERFORMANCE BOND	62
1503 PAYMENT BOND	62
<b>TITLE 16</b>	
<b>INSURANCE AND INDEMNIFICATION</b>	<b>63</b>
1601 INSURANCE	63
1602 DEFENSE AND INDEMNIFICATION	63
<b>TITLE 17</b>	
<b>INSPECTION AND DEFECTS</b>	<b>64</b>
1701 CONSTRUCTION INSPECTION BY THE CITY	64
1702 AUTHORITY OF INSPECTORS	64
1703 OBSERVABLE DEFECTS	64
1704 DEFECTS - UNCOVERING WORK	64
1705 LATENT DEFECTS	65
1706 REMOVAL OF DEFECTIVE MATERIALS AND WORK	65
<b>TITLE 18</b>	
<b>WARRANTIES, GUARANTEES AND CORRECTIVE WORK</b>	<b>66</b>
1801 CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK	66
1802 PERFORMANCE DURING WARRANTY PERIOD	67
<b>TITLE 19</b>	
<b>SUBSTANTIAL COMPLETION OF THE WORK</b>	<b>69</b>
1901 CONTRACTOR'S NOTICE OF SUBSTANTIAL COMPLETION	69
1902 INSPECTION AND PUNCH LIST	69
1903 CERTIFICATE OF SUBSTANTIAL COMPLETION	69
1904 RIGHT OF EARLY OCCUPANCY OR USE	69
<b>TITLE 20</b>	
<b>FINAL COMPLETION AND ACCEPTANCE OF THE WORK</b>	<b>71</b>
2001 CLEAN-UP UPON COMPLETION	71
2002 FINAL COMPLETION AND ACCEPTANCE OF THE WORK	71
2003 FINAL SETTLEMENT	71
<b>TITLE 21</b>	
<b>SUSPENSION OF WORK</b>	<b>74</b>
2101 SUSPENSION OF WORK	74
2102 SUSPENSION OF THE WORK FOR THE CITY'S CONVENIENCE	74
2103 SUSPENSION BECAUSE OF ORDER OF CITY, STATE OR FEDERAL COURT OR AGENCY	75
2104 SUSPENSION RESULTING FROM CONTRACTOR'S FAILURE TO PERFORM	75

<b>TITLE 22</b>	
<b>CITY'S RIGHT TO TERMINATE THE CONTRACT .....</b>	<b>76</b>
2201 TERMINATION OF CONTRACT FOR CAUSE .....	76
2202 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY .....	77
 <b>TITLE 23</b>	
<b>MISCELLANEOUS PROVISIONS .....</b>	<b>80</b>
2301 PARTIES TO THE CONTRACT.....	80
2302 FEDERAL AID PROVISIONS.....	80
2303 NO WAIVER OF RIGHTS .....	80
2304 NO THIRD PARTY BENEFICIARY .....	80
2305 GOVERNING LAW; VENUE.....	81
2306 ABBREVIATIONS .....	81
2307 STATUTE OF LIMITATIONS IN C.R.S. § 13-80-102(1)(h) .....	81

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF PUBLIC WORKS**  
**Wastewater Management Division**

**SPECIAL CONTRACT CONDITIONS**

**SC-1 CONSTRUCTION SPECIFICATIONS**

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

City and County of Denver:

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

*Transportation Standards and Details for the Engineering Division*

*City and County of Denver Traffic Standard Drawings*

Wastewater Management Division  
– *Standard Detail Drawings*

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

Colorado Department of Transportation:

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

Federal Highway Administration:

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

Building & Fire Codes:

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

*National Fire Protection Association Standards*  
(As referenced in the Building Code of the City and County of Denver)

The aforementioned City and County of Denver documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5<sup>th</sup> floor), Denver, CO 80202. The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available at: [http://www.denvergov.org/dpw\\_contract\\_admin/ContractAdministration/ContractorReferenceDocuments/tabid/440/535/Default.aspx](http://www.denvergov.org/dpw_contract_admin/ContractAdministration/ContractorReferenceDocuments/tabid/440/535/Default.aspx). *Transportation Standards and Details for the Engineering Division* and the Wastewater Management Division – *Standard Detail Drawings*, are available at <http://www.denvergov.org>.

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

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

**SC-2 DEPUTY MANAGER / CITY ENGINEER**

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

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

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

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

**SC-4 WASTEWATER MANAGEMENT DIVISION**

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

**SC-5 CITY DELEGATION OF AUTHORITY**

With reference to General Contract Condition 109, DEPUTY MANAGER, and General Contract Condition 214, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

<u>Project Manager</u>		<u>Telephone</u>
City Project Manager	Paul Bountry	(303) 446-3719

**SC-6 LIQUIDATED DAMAGES**

The Contract Time, as that term is defined under the General Conditions, shall be separately set out in each Work Order. Should the Contractor fail to complete all Work within the Contract Time allocated under that Work Order and the Contract Form at Paragraph 3, TERMS OF PERFORMANCE, the Contractor shall become liable to the City and County of Denver for liquidated damages on that Project, and not as a penalty, at the rate of \$1,500.00 for each Day that the Contractor exceeds the time limits herein specified, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES, unless a greater or lesser amount is provided for in the authorized Work Order.

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

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



**SC-7 SUBCONTRACTS**

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

**SC-8 RESERVED**

**SC-9 PAYMENTS TO CONTRACTORS**

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

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Public Works/Engineering Division	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 shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.

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

**DEPARTMENT OF PUBLIC WORKS  
Wastewater Management Division**

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

(CITY PROJECT NAME AND NUMBER)	Date: _____, 20____.
(NAME OF CONTRACTOR)	Subcontract #: _____.
(NAME OF SUBCONTRACTOR/SUPPLIER)	Subcontract Value: \$ _____.
	Last Progress Payment: \$ _____.
	Date: _____.
	Total Paid to Date: \$ _____.
	Date of Last Work: _____.

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

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

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

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

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

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

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

\_\_\_\_\_  
(Name of Subcontractor)

Signed and sworn before me this  
day of \_\_\_\_\_, 200\_\_\_\_.

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

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

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





## Instructions for Completing the Contractor/Consultant Certification of Payment Form

Office of Economic Development  
Division of Small Business Opportunity  
**Compliance Unit**  
201 W. Colfax Ave., Dept. 907  
Denver, CO 80202  
Phone: 720-913-1999  
Fax: 720-913-1803  
[dsbo@denvergov.org](mailto:dsbo@denvergov.org)

**Note:** The attached Contractor/Consultant Certification of Payment form must be completed by the Contractor/Subconsultant and all subcontractors/subconsultant or suppliers used on the project at any tier and submitted with each pay application. The Contractor/Consultant is responsible for the accuracy of all information provided and is required to have each subcontractor/subconsultant or supplier fill out the appropriate forms. Please be sure to complete all information requested at the top of the form, including the name of the person who prepared this form.

If you reproduce this form, you must continue to list each of the originally listed firms, as well as any additional firms used during the performance period of the contract.

If you have any questions, please call the Compliance Unit of DSBO at 720.913.1999.

### Instructions for Completing the Contractor/Consultant Certification of Payment Form, per Column

**Contractor/Subcontractor or Subconsultant/Supplier Name:** In the space provided, list all subcontractors/subconsultants and suppliers used on the project. For all M/W/S/DBEs use the exact name listed in the DSBO Directory.

**M/W/S/DBE/NON:** For each name listed, indicate whether the entity is a certified M/W/S/DBE.

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

**Column B:** Provide the percentage portion of each listed subcontractor/subconsultant or supplier contract amount (Column A) compared to the total original contract amount in (I).

**Column C:** Provide the original contract amount (Column A) for each subcontractor/subconsultant or supplier plus any awarded alternate and/or change order amounts applicable. If an alternate/change order does not apply to the listed firm, re-enter the original contract amount (Column A).

**Column D:** Provide the percent portion of each listed subcontractor/subconsultant or supplier contract amount (Column C) compare to the current total contract amount in (II).

**Column E:** Provide the amount requested for work performed or materials supplied by each listed subcontractor/subconsultant or supplier for this pay application. The sum of the items in this column should equal the estimated amount requested for this pay application.

**Column F:** Provide the amount paid to each subcontractor/subconsultant or supplier on the previous pay application. Enter the previous pay application number in the column heading. The sum of the items listed in this column should equal the warrant amount paid to the Contractor/Consultant on the previous pay application. The amounts paid to the subcontractor/subcontractor or suppliers should be the actual amount of each check issued.

**Column G:** Provide the net paid to date for the Contractor/Subconsultant and each listed subcontractor/subconsultant or supplier.

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

COMP-REF-031

Rev 032211 JG

## **SC-10 CONTRACT FORMS**

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

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

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

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

## **SC-11 CONSTRUCTION INSPECTION BY THE CITY**

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

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

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

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

## **SC-12 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS**

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

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

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

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

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

**SC-15 ATTORNEY'S FEES**

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

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

**SC-16 INSURANCE**

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

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

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

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

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

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

(with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

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

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

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

**(9) Additional Provisions:**

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

**SC-17 GREENPRINT DENVER REQUIREMENTS**

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

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

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

## ON-CALL SPECIFIC SPECIAL CONDITIONS

### SC-18 PERFORMANCE OF WORK, AS DIRECTED BY THE CITY

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

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

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

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



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

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

#### **SC-19 PERFORMANCE AND PAYMENT BOND**

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

A Performance and Payment Bond, in the form included in these Contract Documents, shall be furnished covering all Work performed hereunder. An initial bond in the amount of **Five Hundred Thousand Dollars and No Cents (\$500,000.00)** shall be provided at the time of Contract execution. In the event the dollar amount of Work to be performed exceeds this amount on any given Work Order, the Contractor shall provide properly executed bond Change Riders, also in the form included in these Contract Documents immediately after this provision, in the amount(s) of any additional Work Orders issued hereunder.

#### **SC-20 PROPOSAL REQUEST PRICING**

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

- A. In order to initiate Work hereunder, the City must prepare and issue a Proposal Pricing Request, in the form included in these Contract Documents. For each Proposal Pricing Request submitted to the Contractor for pricing, the Contractor shall price the request and submit a completed Proposal Request Pricing Worksheet, in the form included in these Contract Documents immediately after this provision and complying with the terms and conditions set forth on the form, to the Project Manager, with all supporting materials, within fourteen (14) consecutive calendar days of the date of issuance of such Proposal Pricing Request. The Contractor shall price each request and prepare the appropriate documentation in accordance with the requirements stated herein.
- B. **Unit Prices** – In pricing a Request, the bid unit prices shall be fully compensation for the Work identified in the unit price description and corresponding specification section, as well as, all costs associated with field and office supervision required, and general and home office markups, overhead and any other direct or indirect costs of the Work not specifically excluded. The only costs that may be excluded from a bid unit prices must be applied to all Work that corresponds to the unit price description in the Bid Form;
- C. **Work Not Covered by Bid Unit Prices** – In pricing the remaining Work in a Request, the Contractor shall provide itemized and sufficient supporting data, including calculations, measurements, cost records, production rates, equipment types and capacity, labor costs by craft and other information which the City may reasonably require in order for the City to evaluate the Contractor's pricing for Work not covered by unit prices for any Proposal Request and Work Order Change pricing.

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

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

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

- D. **Markup for Overhead and Profit** – The Contractor, subcontractor or sub-subcontractor who actually performs the Work shall be entitled to a markup of 15% on the actual costs identified in item B, only, above. Bonds, insurance and sales tax shall be added **after** markup.

A supervising subcontractor, if any, shall not be entitled to a markup on the actual price charged to the subcontractor by the sub-subcontractor.

The Contractor shall be entitled to a 7% markup on the actual price for the subcontractor's work.

These percentage markups shall be considered to include field and office supervisors and assistants including all clerical and general office help; review and coordination; estimating; expediting; watchmen; small tools; incidental job burdens including office equipment and supplies, temporary toilets, telephone, fax and conformance to OSHA requirements; and general home office expenses. These percentage mark ups shall be applied one time only for each Proposal Request and shall not pyramid in any way.

- E. Bonds, Insurance, Permits and Taxes shall be reimbursed at the actual cost associated with all required bond riders, insurance, permits, licenses, and sales, use or other taxes related to the Work.
- F. If it is later determined that the pricing was not correct due to inaccurate or incomplete pricing data by the Contractor or any subcontractor or supplier, the price shall be reduced accordingly and the Work Order cost modified by a Work Order Change.

## SC-21 WORK ORDERS

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

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

**SC-22 WORK ORDER NOTICE TO PROCEED**

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

A Work Order Notice to Proceed, in the form included in these Contract Documents for that particular Work Order, will be issued by the Director at such time as the Work Order is executed by the Contractor and all designated City officials, and the Contractor has submitted a Payment and Performance bond or Bond Change Rider for the Work described in the Proposal Request, in accordance with SC-20, PERFORMANCE AND PAYMENT BOND, and which are satisfactory to the City Attorney. Until a Work Order Notice to Proceed is issued, the City shall have no obligation to compensate the Contractor for Work performed.

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

**SC-23 PROGRESS PAYMENTS FOR WORK ORDERS**

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

With respect to any Work Order issued hereunder, the terms and conditions of Title 9 shall apply to each Work Order as if such Work Order were a separate Contract. In addition, progress payments for the performance of any Work shall be based on completed Work estimates supported wither by lien releases or properly completed Contractor's Certifications of Payment, in the format included in these Contract Documents, and subject to the following requirements:

1. Each estimate of Work completed for each Work Order shall contain a list of subcontractor and material invoices for all subcontractors and suppliers and shall be based on the approved schedule of values certified by the Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate. Each submittal estimate must specify the percent of the Work complete.
2. Each estimate of Work completed for each Work Order shall specifically identify those M/WBE Subcontractors or Suppliers that the Contractor is utilizing on the Project pursuant to the requirements of Article III, Division 1 of Chapter 28, of the D.R.M.C.
3. Each estimate of Work for each Work Order completed shall be accompanied by either duplicate sets of verified Contractor's Certifications of Payment, in the form included in these Contract Documents, or by verified Partial Release of Contractor forms from each subcontractor and supplier, also in the form included in these Contract Documents. Each estimate of Work for each Work Order completed shall also be accompanied by:
  - a. A written schedule of values, which set out the quantities and costs for the Project; and
  - b. The Project Engineer/Manager's, or as applicable, Consulting Architect/Engineer's estimated statement of the percentage of Work completed for each line item of cost for which the Contractor seeks payment. The Contractor shall also submit to the Auditor and other appropriate officials of the City, in a timely fashion, all information required by the General Contract Conditions.
4. Each estimate of the percentage of Work completed shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; that the quality of the Work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the estimate (except as otherwise noted) and the payments required will be used to discharge such obligation unless previously discharged; and that the Contractor is entitled to payment in the amount requested. The Project Engineer/Manager or the Consulting Architect/Engineer, as appropriate, with the assistance of input from the Project Manager, in the event that such has been retained, will also verify and certify the estimate prior to acceptance by the City.

5. By submitting an application for payment, the Contractor further warrants that:
  - a. Title to Work covered by each submitted estimate of Work completed will pass to the City by incorporation into the completed Work;
  - b. Work covered by previous estimates of Work completed is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens, " except for any interest created by retainage; and
  - c. No Work covered by any estimate of Work completed will have been acquired by the Contractor, or any other person or entity performing Work at the Work site or furnishing materials or equipment for the Project and that no Work covered by any estimate is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the contractor or such other person or entity.
6. Approval of an estimate of Work completed or actual payment by the City shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any estimate item.
7. The terms and conditions regarding retainage contained in General Contract Condition 908 shall apply separately to payments made under each and every Work Order issued hereunder. Moreover, applications for a reduction in retainage must be accompanied by Partial Release of Liens form from each subcontractor or supplier, in the form included in these Contract Documents immediately after this provision via the Textura® system.
8. Pursuant to General Contract Condition 907, the final estimate for payment shall also be accompanied by Final Release of Liens form from each subcontractor and supplier, in the form included in these Contract Documents.
9. Receipt of Contractor's Certification of Payment or Partial Release of Liens form by the City hereunder shall not act to impair the City's obligations imposed by C.R.S. 38-26-107 or successor statute.
10. If the Contractor disputes a subcontractor or supplier entitled to a portion of the previous month's payment, the Contractor need not submit a Contractor's Certificate of Payment or Partial Release of Liens form from such subcontractor and/or supplier. However, in lieu of such submittal, the Contractor shall submit to the City a copy of a written communication from the Contractor to such subcontractor and/or supplier explaining the Contractor's determination not to render payment to such subcontractor or supplier, together with proof of service of such written communication upon such subcontractor or supplier.

**SC-24 WORK ORDER CHANGES**

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

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

**SC-25 WORK ORDER CLOSE-OUT**

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

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

**SC-26 CONTRACT CLOSE-OUT**

Upon written notification from the City to the Contractor that no further Work Orders will be issued hereunder and the completion of final close-out for any previously issued Work Orders in accordance with SC-19 WORK ORDER CLOSE-OUT, the Contract shall proceed to final close-out. The Contractor agrees to comply with all applicable Contract close-out procedures and requirements set forth in Section 01010 of the Contract Specifications. In addition, the Contractor agrees to execute and deliver to the City a Final Receipt in the forms previously referenced and to provide to the City a consent of surety covering all Work performed hereunder. Until such time as all Contract close-out procedures are completed and each contract close-out requirement is satisfied, the City shall retain from amounts due the Contractor, in addition to any other withholdings provided for hereunder, a sum not greater than one percent (1%) of the maximum contract amount specified herein.

**SC-27 OTHER ON-CALL CONSTRUCTION SERVICES CONTRACTS**

In the event the City elects to bid other Construction Services Contracts during the performance period specified herein, the parties specifically agree that the Contractor will not submit a bid or enter into a contract for such Contracts until such time as the City issues to the Contractor written notification that no further Work Orders will be issued hereunder, as provided for in SC-19 CONTRACT CLOSE-OUT.

**SC-28 ON-CALL SPECIFIC CONTRACT FORMS**

The following listed and attached "Contract Forms" shall be detached and utilized in accordance with the Contract Documents. *(Forms located at the end of this section, behind title sheet labeled "SC-28 On-Call Specific Contract Forms")*

- 1. Change Rider ..... 1 Page
- 2. Proposal Request..... 1 Page
- 3. Proposal Request Pricing Worksheet ..... 1 Page
- 4. Unit Price Sheets for Proposal Request..... 1 Page
- 5. Contractor Worksheet for Proposal Requests ..... 1 Page
- 6. Work Order ..... 1 Page
- 7. Work Order Change ..... 1 Page

**SC-29 EMERGENCY REPAIRS**

All other provisions of this Agreement, notwithstanding, the Contractor acknowledges and accepts that the City may require that the Contractor perform emergency bridge repair services immediately after notification from the City. Because of the urgent nature of such emergency repair services, the Contractor agrees to mobilize adequate Emergency Repair Directives within four (4) hours of receiving notice, either verbal or written, from the Project Manager or other authorized City representative. In effecting such emergency repairs, the Contractor shall track and document all costs incurred and report such costs to the City for City review and verification.

The urgent nature of such services requires that the Contractor initiate, with adequate forces and equipment at the site, all Emergency Repair Directives. Should the Contractor fail to commence work within four (4) hours of notice, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of **Fifty Dollars (\$50.00)** for each consecutive hour after such notice that the Contractor fails to commence repairs or other Work in accordance with such directive. Work Orders for the emergency services performed will be prepared in an "after the fact" manner in accordance with SC-19 and shall be based on cost tracking and documentation prepared and provided by the Contractor. All work performed for immediate mitigation of the problem on the emergency basis shall be paid at the contract bid unit price plus **twenty-five percent (25%)**. Any subsequent work performed related to the Emergency Work Order, but not under an Emergency Repair Directive shall be paid in accordance with SC-24 PROGRESS PAYMENTS FOR WORK ORDERS and all other applicable provisions.

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

Bond #: 538541P

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Silva Construction, Inc., 154 Cisne Circle, Brighton, CO 80601, a corporation organized and existing under and by virtue of the laws of the State of COLORADO, hereafter referred to as the "Contractor", and Developers Surety & Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of IOWA, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of Five Hundred Thousand Dollars and No. Cents (\$500,000.00), 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. 201416339 ON CALL CRITICAL CONCRETE REPAIRS-B**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 19<sup>th</sup> day of May, 2014.

Attest:

Secretary

Silva Construction, Inc.  
Contractor

By: Jose Silva  
President

Developers Surety & Indemnity Company -----

Surety

By: Jessika Gulliver  
Attorney-In-Fact

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

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

By: [Signature]  
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

By: [Signature]  
MAYOR

By: [Signature]  
MANAGER OF PUBLIC WORKS

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Jennifer Castillo, Jorge L. Mendez, Jessika Gulliver, Melanie Warnock, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this October 4th, 2011.

By: Daniel Young  
Daniel Young, Senior Vice-President

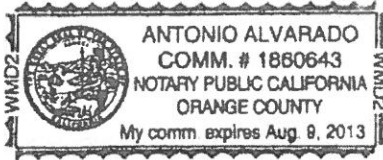
By: Steve A. Tvedt  
Steve A. Tvedt, Vice-President



State of California  
County of Orange

On October 4, 2011 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Steve A. Tvedt  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Antonio Alvarado  
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 19th day of May 2014

By: Gregg Okura  
Gregg Okura, Assistant Secretary



Client#: 938273

SILVACON1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: USI Insurance Services LLC, 2201 E. Camelback Rd Suite 220A, Phoenix, AZ 85016, 855 874-0101. CONTACT NAME, PHONE (A/C, No, Ext): 855 874-0101, FAX (A/C, No):. INSURER(S) AFFORDING COVERAGE: Westfield Insurance Company, NAIC #: 24112.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: On Call Critical Concrete Repairs Project No. 201416339.
The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the commercial general liability policy and the business auto liability policy.

CERTIFICATE HOLDER: City and County of Denver, Department of Public Works, 201 West Colfax, Dept 611, Denver, CO 80202. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/21/2014

**PRODUCER**  
Pinnacol Assurance  
7501 E Lowry Blvd  
Denver, CO 80230-7006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**NAIC#**

**INSURED**  
Silva Construction Inc  
421 W. 70th Pl.  
Denver, CO 80221

INSURER A:	<b>Pinnacol Assurance</b>	<b>41190</b>
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIERS PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE
<b>A</b>		<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below	<b>4130080</b>	<b>03/01/2014</b>	<b>03/01/2015</b>	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E L EACH ACCIDENT \$500,000 E L DISEASE - EA EMPLOYEE \$500,000 E L DISEASE - POLICY LIMIT \$500,000
		<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

1531844  
City and County of Denver  
201 West Colfax Dept 611  
Denver, CO 80202

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

Nicholas Brown  
Underwriter

**ACORD CORPORATION 1988**

**PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION**

May 19, 2014

City & County of Denver  
201 W. Colfax Ave Dept 1207  
Denver, Co 80202

RE: Silva Construction, Inc.

Project Name: On Call Critical Concrete Repairs - B  
201416339  
Contract Amount: \$500,000

Performance/Payment Bond No. 538541P

To Whom It May Concern:

The Performance and Payment bonds covering the above captioned project were executed by this agency for Developers Surety and Indemnity Company on May 19, 2014.

We hereby authorize the City & County of Denver 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 602 374 1309.

Sincerely,



Jessika Gulliver  
Attorney-in-Fact



**Denver Public Works**

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

201 West Colfax Ave, Dept 614  
Denver, CO 80202  
[www.work4denver.com](http://www.work4denver.com)

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

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

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

RE: (Company name)

Contract No: 201416339  
Project Name: ON CALL CRITICAL CONCRETE REPAIRS  
Contract Amount:  
Performance and Payment Bond No.:

Dear Assistant City Attorney,

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

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

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

Thank you.

Sincerely,





**Denver Public Works**

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

201 West Colfax Ave, Dept 614

Denver, CO 80202

[www.work4denver.com](http://www.work4denver.com)

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

Current Date

To:

Gentlemen:

The MANAGER OF PUBLIC WORKS has considered the Bids submitted on April 11, 2014 for work to be done and materials to be furnished in and for:

**PROJECT No. 201416339 ON CALL CRITICAL CONCRETE REPAIRS**

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

It will be necessary for you to appear forthwith at the office of the Department of Public Works, Finance and Administration, 201 W. Colfax Ave., Dept 506, Denver, Colorado 80202, to receive the said Contract Documents, execute the same and return them to the Department of Public Works, Engineering Division, Project Management Office within the time limit set forth in the Bid Proposal.

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

- a. Insurance ACORD Certificates: Commercial General Liability and Automotive Liability, Workman's Compensation and Employer Liability, Builder's Risk,/Installation Floater, as set forth in the Contract;
- b. One original plus four copies of the Power of Attorney relative to Performance and/or Payment Bond;

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

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

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

PROJECT NO. 201416339

Page 2

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

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

CITY AND COUNTY OF DENVER

By

\_\_\_\_\_  
Jose M. Cornejo, P.E.  
Manager of Public Works



**Denver Public Works**

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

201 West Colfax Ave, Dept 614  
Denver, CO 80202  
[www.work4denver.com](http://www.work4denver.com)

Current Date

**NOTICE TO PROCEED  
(SAMPLE)**

Name  
Company  
Street  
City/State/Zip

**CONTRACT NO. 201416339, ON CALL CRITICAL CONCRETE REPAIRS**

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 201416339, as set forth in detail in the contract documents for the City and County of Denver.

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

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

Sincerely,

Lesley B. Thomas  
City Engineer

cc:



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



**Denver Public Works**

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

201 West Colfax Ave, Dept 614

Denver, CO 80202

[www.work4denver.com](http://www.work4denver.com)

Certificate of Contract Release  
(SAMPLE)

Date

Name

Company

Street

City/State/Zip

RE: Certificate of Contract Release for

**201416339, ON CALL CRITICAL CONCRETE REPAIRS**

Received this date of the City and County of Denver, as full and final payment of the cost of the improvements provided for in the foregoing contract, \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_), in cash, being the remainder of the full amount accruing to the undersigned by virtue of said contract; said cash also covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases said City and County of Denver from any and all claims or demands whatsoever, regardless of how denominated, growing out of said contract.

And these presents are to certify that all persons performing work upon or furnishing materials for said improvements under the foregoing contract have been paid in full and this payment to be made is the last or final payment.

\_\_\_\_\_ Contractor's

Signature

Date Signed

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



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



**CITY AND COUNTY OF DENVER**

**STATE OF COLORADO**



**DEPARTMENT OF PUBLIC WORKS**

# **SC 28 On Call Specific Forms**

**ON CALL CRITICAL CONCRETE REPAIRS-B**

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**March 19, 2014**



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

**CHANGE RIDER**

# \_\_\_\_\_

For Bond No. \_\_\_\_\_ on behalf of \_\_\_\_\_  
\_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_, and in favor of the  
City and County of Denver.

The surety hereby gives its consent to the incorporation of the obligations and requirements set forth in Work Order No. \_\_\_\_\_, Proposal Request No. \_\_\_\_\_, Contract Control No. \_\_\_\_\_, 201416339-On-Call Critical Concrete Repair, and under Bond No. \_\_\_\_\_, a copy of the penal sum of this bond shall be increased by \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_), lawful money of the United States of America.

Provided, however, that the aggregate liability of the surety for any losses occurring prior to the effective date of this change shall not exceed \$ \_\_\_\_\_, unless modified by subsequent Change Riders. In no event shall the surety's liability be cumulative.

Except as modified herein, Bond No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_, is affirmed and ratified in each and every particular.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Contractor)

(Surety)

\_\_\_\_\_

Approved for the City and County of Denver

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



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

## PROPOSAL REQUEST

### CONTRACT NO. 201416339 – ON CALL CRITICAL CONCRETE REPAIR

CITY & COUNTY OF DENVER, PROJECT MANAGEMENT OFFICE  
DEPARTMENT OF PUBLIC WORKS, 201 W. COLFAX AVE., DEPT. 509 •DENVER, CO, 80202•(720) 913-4511, FAX (720) 913-4544

CONTRACTOR: \_\_\_\_\_ PROPOSAL REQUEST NO. \_\_\_\_\_:  
PROJECT ID #: \_\_\_\_\_ DATE: \_\_\_\_\_  
WORK ORDER NAME: \_\_\_\_\_  
CONTRACT NO. \_\_\_\_\_ PROJECT NAME \_\_\_\_\_

---

Submit an itemized quotation for the work described below. Include all costs, time necessary to perform the described work, and the SBE participation (percentage of work) on the Proposal Request Pricing Worksheet.

This is not a change order, field order or a notice to proceed with the work described.

#### Description:

**Note:** All work shall be performed under Annual Contract No. **201416339** dated \_\_\_\_\_, 20\_\_.  
**Liquidated Damages** for this Project will be \$1,500.00 per day. )

Proposal Request Pricing Worksheet to be returned by \_\_\_\_\_, 20\_\_

#### Attachments:

**ISSUED BY:** \_\_\_\_\_  
PUBLIC WORKS/TRANSPORTATION/PROJECT MANAGEMENT OFFICE

cc:





# SUBCONTRACTOR WORKSHEET FOR PROPOSAL REQUESTS

**MASTER CONTRACT NO. 201416339**

**ON CALL CRITICAL CONCRETE REPAIR**

**CITY & COUNTY OF DENVER**

CITY ENGINEERING, PROJECT MANAGEMENT OFFICE

DEPARTMENT OF PUBLIC WORKS-201 W. COLFAX AVE., DEPT. 509-DENVER, CO 80202- (720) 913-4511, FAX (720) 913-4544

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

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

MASTER CONTRACT NO. 201416339

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

PROJECT NAME: ON CALL CRITICAL CONCRETE REPAIR

SUBCONTRACTOR NAME: \_\_\_\_\_

WORK ITEMS

UNIT PRICE

QUANTITY

TOTALS

1				
2				
3				
4				
5				
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
12				\$ -
13				\$ -
14				\$ -
15	SUBTOTAL	-		\$ -
16				
17				
18	SUBTOTAL			\$ -
19				
20	TOTAL			\$ -

\$ -



# On-Call Construction Work Order

Department of Public Works  
 Engineering - Capital Project Management  
 201 W. Colfax Avenue, Dept 506, Denver, CO 80202  
 p: 720-913-4501 f: 720-913-4544  
 www.denvergov.org/Capital\_Projects\_Center

Contractor: \_\_\_\_\_ Business Unit: \_\_\_\_\_  
 Vendor ID: \_\_\_\_\_ Project No.: \_\_\_\_\_  
 Master Contract/Contract: \_\_\_\_\_ Project Name: \_\_\_\_\_  
 Work Order No.: \_\_\_\_\_ Project Manager: \_\_\_\_\_  
 Fund/Org/Acct: \_\_\_\_\_ Alfresco Number: \_\_\_\_\_

It is hereby mutually agreed that when this WORK ORDER has been signed by the contracting parties, the following described work order shall be executed by the contractor without changing the terms of the Contract except as herein stipulated and agreed:

The sum, as indicated above, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above described scope of work, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further moneys, extensions of time or other consideration for the above described scope of work to the Contract.

THE CONTRACTOR AGREES to furnish all material and labor and perform all work required to complete the above described work in accordance with requirements for similar work covered by the Work Order, except as otherwise stipulated herein, for the following considerations:

The Sum of \$ \_\_\_\_\_

Work Order Duration time \_\_\_\_\_ Calendar Days

Completion Date: \_\_\_\_\_

Accepted for Contractor by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

WORK ORDER NO.	COST SUMMARY		
<b>(By Project Manager)</b>			
Original Work Order Amount	\$	Approved – City Attorney	Date
Previous Work Order Additions	\$		
<b>SUB-TOTAL</b>	<b>\$</b>	Acknowledged by Director – DSBO	Date
Previous Work Order Change Deductions	\$		
Net prior to this Work Order Change	\$	Approved – Manager of Public Works	Date
This Work Order Change – Add <Deduct>	\$		
<b>REVISED TOTAL WORK ORDER AMOUNT</b>	<b>\$</b>	Approved – Director, CPM	Date
<b>COST SUMMARY FOR CONTRACT NO.</b>		Approved – Using Agency (If non PW)	Date
Total of all Work Orders Issued	\$	Approved – Project Supervisor	Date
Previous Additions/ Deductions	\$		
Net Prior to this Change	\$		
This Change – <input type="checkbox"/> Add or <input type="checkbox"/> Delete	\$		
Revised Contract Amount	\$		
Maximum Contract Amount	\$		
Amount Available	\$		

**NOTE: No person shall authorize or perform any of the above work until the work order has all signatures and has been distributed.** Distribution: Prevailing Wage: [AUDPWPayRequest@denvergov.org](mailto:AUDPWPayRequest@denvergov.org); [DSBO@ci.denver.co.us](mailto:DSBO@ci.denver.co.us), Project Manager e-mail, Using Agency and [pw.contracts@denvergov.org](mailto:pw.contracts@denvergov.org) (for pre-encumbrance).



# On-Call Construction Work Order Change

Department of Public Works  
 Engineering  
 201 W. Colfax Avenue, Dept 506, Denver, CO 80202  
 p: 720-913-4501 f: 720-913-4544  
 www.denvergov.org/publicworks

Contractor: _____	Business Unit: _____
Vendor ID No. _____	Project No. _____
Master Contract/Contract # _____	Project Name: _____
Work Order No: _____	Project Manager _____
Change Order No.: _____	Fund/Org _____
Subclass/Program _____	

It is hereby mutually agreed that when this CHANGE ORDER has been signed by the contracting parties, the following described changes shall be executed by the contractor without changing the terms of the Contract except as herein stipulated and agreed:

The additional sum, as indicated above, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above described changes to the Contract, and the Contractor hereby agrees to make no further claims demands, or requests of any kind whatsoever for further moneys, extensions of time or other consideration for the above described changes to the Contract.

THE CONTRACTOR AGREES to furnish all material and labor and perform all work required to complete the above described changes in accordance with requirements for similar work covered by the Contract, except as otherwise stipulated herein, for the following considerations:

Add or  Subtract to the Contract the Sum of \_\_\_\_\_

Adjust the Contract completion by \_\_\_\_\_ Calendar Days

New Completion Date: \_\_\_\_\_

Accepted for Contractor by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

WORK ORDER NO. COST SUMMARY			
<b>(By Project Manager)</b>			
Original Work Order Amount	\$	Approved – City Attorney (If Bond rider)	Date
Previous Work Order Additions	\$		
SUB-TOTAL	\$	Acknowledged by Director – DSBO	Date
Previous Work Order Change Deductions	\$		
Net prior to this Work Order Change	\$	Approved – Manager of Public Works	Date
This Work Order Change – Add <Deduct>	\$		
<b>REVISED TOTAL WORK ORDER AMOUNT</b>	<b>\$</b>	Approved – Director, CPM	Date
<b>COST SUMMARY FOR CONTRACT NO.</b>		Approved – Project Supervisor	Date
Total of all Work Orders Issued	\$		
Previous Additions/ Deductions	\$	Approved – Project Manager	Date
Net Prior to this Change	\$		
This Change – <input type="checkbox"/> Add or <input type="checkbox"/> Delete	\$		
Revised Contract Amount	\$		
Maximum Contract Amount	\$		
Amount Available	\$		

**NOTE: No person shall authorize or perform any of the above work until the change order has all signatures and has been distributed.** Distribution: Prevailing Wage: [AUDPWPayRequest@denvergov.org](mailto:AUDPWPayRequest@denvergov.org); Auditor: [Aud\\_Import@denvergov.org](mailto:Aud_Import@denvergov.org); [DSBO@ci.denver.co.us](mailto:DSBO@ci.denver.co.us), Project Manager e-mail, Using Agency.



**CITY AND COUNTY OF DENVER**

**STATE OF COLORADO**



**PREVAILING WAGE RATES**

**ON CALL CRITICAL CONCRETE REPAIRS - B**

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**March 19, 2014**



**DENVER**  
THE MILE HIGH CITY

**Career Service Authority**  
Denver's Human Resource Agency

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

**TO:** All Users of the City of Denver Prevailing Wage Schedules  
**FROM:** Seth Duhon-Thornton Staff HR Professional  
**DATE:** Friday February 7, 2014  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Authority Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act. The rates will be provided as a supplemental to the Davis-Bacon Highway rates issued by CSA.

The effective date for this publication is **Friday February 7, 2014** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO140019  
Superseded General Decision No. CO20130019  
Modification No. 02  
Publication Date: 01/31/2014  
(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.

For questions call (720) 913-5018

Attachments as listed above.

General Decision Number: CO140019 01/31/2014 CO19

Superseded General Decision Number: CO20130019

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	01/31/2014

CARP9901-008 10/01/2010

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.00	11.28

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ELEC0068-016 03/01/2011

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

-----  
ENGI0009-008 10/23/2013

	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.).....	\$ 24.73	9.15
(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 24.73	9.15

(3)-Motor Grader (blade-rough) Douglas County.....	\$ 24.73	9.15
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 24.88	9.15
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 24.88	9.15
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 25.04	9.15
(5)-Motor Grader (blade-finish) Douglas County.....	\$ 25.04	9.15
(6)-Crane (91-140 tons).....	\$ 25.19	9.15

SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender-		
Cement/Concrete		

Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)...	\$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman		
Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17
TRUCK DRIVER		
Distributor		
Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27
Dump Truck		
Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27
Lowboy Truck.....	\$ 17.25	5.27
Mechanic.....	\$ 26.48	3.50
Multi-Purpose Specialty & Hoisting Truck		
Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88
Pickup and Pilot Car		
Denver.....	\$ 14.24	3.77
Douglas.....	\$ 16.43	3.68
Semi/Trailer Truck.....	\$ 18.39	4.13
Truck Mounted Attenuator....	\$ 12.43	3.22
Water Truck		
Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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

**Career Service Authority**  
**Supplemental to the Davis-Bacon HIGHWAY Construction Projects rates**  
**(Specific to the Denver Projects)**  
**(Supp 35, Date: 01-13-2012)**

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

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

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

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

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

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

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

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

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

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

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

GROUP 7 - tower cranes all types.

TRUCK DRIVER CLASSIFICATIONS:

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



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

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

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

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

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

**CITY AND COUNTY OF DENVER**

**STATE OF COLORADO**



**TECHNICAL SPECIFICATIONS**  
**ON CALL CRITICAL CONCRETE REPAIRS - B**

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**March 19, 2014**

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS  
Capital Project Management**

**TECHNICAL SPECIFICATIONS  
and  
INDEX OF REVISIONS TO THE  
2011 CDOT Standard Specifications for Road and Bridge Construction**

<u>Item</u>	<u>Description</u>	<u>Page</u>
202	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	TS-1
203	EXCAVATION AND EMBANKMENT	TS-3
208	EROSION CONTROL	TS-4
209	WATERING AND DUST PALLIATIVES	TS-18
210	RESET STRUCTURES	TS-19
212	SEEDING, FERTILIZER AND SODDING	TS-20
304	AGGREGATE BASE COURSE	TS-21
306	RECONDITIONING	TS-22
401 & 403	PLANT MIX PAVEMENT	TS-23
412	PORTLAND CEMENT CONCRETE PAVEMENT	TS-24
413	CONCRETE PATCHING AND CURB HEAD REPLACEMENT	TS-30
601	STRUCTURAL CONCRETE	TS-33
608	SIDEWALKS AND BIKEWAYS	TS-33
609	CURB AND GUTTER	TS-37
623	IRRIGATION SYSTEM	TS-40
625	CONSTRUCTION STAKING	TS-41
626	MOBILIZATION	TS-40
627	PAVEMENT MARKING	TS-43
630	CONSTRUCTION ZONE TRAFFIC CONTROL	TS-44
631	PUBLIC INFORMATION SERVICES	TS-46
705	JOINT, WATERPROOFING AND BEARING MATERIALS	TS-47
711	CONCRETE CURING MATERIALS AND ADMIXTURES	TS-48

**APPENDICES**

- A. Work Initiation Form**
- B. Field Measurement Report**
- C. Potential Work Locations Map**

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

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

All equipment, labor, hauling, sorting, removal, delivery and documentation of recyclable materials as per SC-20 "Greenprint Denver Requirements" will not be paid separately; all costs incurred by the Contractor to meet the requirements of SC-20 shall be included in the removal of the related appurtenance. All non-hazardous waste is to be hauled to DADS as per SC-13 of the Contract. All costs of removal, loading, hauling and disposal of all excavations, unsuitable and excess materials and removal items are included in the Removal Pay Item and will not be paid separately.

Subsection 202.02 shall be revised to include the following:

The Project Inspector will mark the limits of removals in the field.

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

Subsection 202.03 is hereby replaced as follows:

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

Subsection 202.07 is hereby replaced as follows:

All concrete pavement, sidewalks, structures, curbs, gutters, asphalt pavement, etc., designated for removal, shall be broken into pieces and disposed of outside the limits of the project at a concrete recycling site if possible, unless otherwise designated on the plans, or as directed by the Project Manager.

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

Where old asphalt construction abuts new construction, edges of asphalt pavement, patching, etc., asphalt to be left in place shall be saw-cut to a neat vertical face with minimal jagged edges to the satisfaction of the Project Manager.

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

Subsection 202.09 shall be revised to include the following:

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

Subsection 202.11 shall be revised to include the following:

All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized utilizing the Field

Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

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

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

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

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

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

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

Subsection 202.12 is hereby deleted and replaced as follows:

The accepted quantities will be paid for at the contract unit price for each of the pay items listed below that appear in the Contract bid schedule. Payment shall be full compensation for all labor, equipment, time and materials for each unit bid item complete in place including saw cutting, scraping, sandblasting, removal, hauling and disposal of such items, excavation of subgrade material reconditioning or installation of aggregate base course and subsequent backfill, grading and compaction (with moisture/density control per the Revision of Subsection 203.07) to proposed subgrade elevation. The price shall also include salvageable materials removed, their custody, preservation, storage, hauling and disposal as provided herein.

Payment will be made under:

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Remove Siphon	E.A.
Removal of Asphalt Mat (Planing or Milling)	S.Y.
Removal of Concrete Pavement	S.Y.
Removal of Asphalt Mat	S.Y.
Removal of Combination Curb, Gutter and Sidewalk	L.F.
Removal of Curb and Gutter	L.F.
Removal of Curb Head	L.F.
Removal of Sidewalk	L.F.

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

## **END OF REVISION OF SECTION 202**

**REVISION OF SECTION 203  
EXCAVATION AND EMBANKMENT**

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

Subsection 203.04 shall include the following:

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

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

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

Subsection 203.07 shall include the following:

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

Proof rolling of the subgrade shall be required. Proof rolling shall be done after specified compaction has been obtained. Proof rolling shall be conducted with a double tandem ten wheel end-dump truck, loaded to a minimum gross weight of 45,000 pounds, or other equipment as approved by the Project Manager. Areas found to be weak and those areas which failed shall be ripped, scarified, dried or wetted as necessary and re-compacted to the requirements for density and moisture at the Contractor's expense.

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

Subsection 203.13 is hereby deleted and replaced as follows:

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

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

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

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

**END OF REVISION OF SECTION 203**

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

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

### **PART I: DEFINITIONS**

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

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

Additional Definitions applicable to this Section are listed heretofore:

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

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

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

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

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

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

**Erosion Control Supervisor (ECS):** The Erosion Control Supervisor is assigned by the Contractor to perform duties as described in this Section. The ECS shall be properly trained in

BMPs per requirements of Part V below, and shall be under the direction of a Professional Project Manager licensed in the State of Colorado when performing any modifications to the Project Stormwater Management Plan (SWMP).

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

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

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

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

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

**Permit Authority:** The Department authorized by the City to review and process CASDP Applications for Capital and/ or governmental sponsored Projects. The responsible City department serving as the Permit Authority is the Public Works Project Controls Office. As a clarification, the Development Services Department of the City serves as the point of intake and permit processing center.

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



**State Construction Stormwater Permit:** Colorado Revised Statutes require that all construction sites/development Projects, which, by definition, disturb one or more acres in area, shall be covered by a State issued general permit for construction activities. Information on the application requirements for the State permit can be obtained by phone at 303-692-3500; or by visiting their offices located at 4300 Cherry Creek Drive South, Denver, CO 80246 – 1530. or on the Web at: [www.cdphe.state.co.us](http://www.cdphe.state.co.us)

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

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

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

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

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

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

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

## **PART II: DESCRIPTION**

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

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

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

## **PART III: MATERIALS**

Materials to be used for BMPs shall conform to the latest edition at the bid date of the Wastewater Management Division Construction Activities Stormwater Management Plans and specific detail as set forth at: <http://www.denvergov.org/admin/template3/forms/NPDESInfoGuide.pdf> .

## PART IV: EROSION CONTROL PERMIT STATUS

The current SWMP status for the Project is as follows:

A SWMP is currently not required for this project as the proposed disturbed area and/ or proximity to stream does not meet the minimum criteria for requiring a CASDP. All provisions of the following Parts V-VIII of this Section are hereby deleted and shall not be made part of the Project. However, the responsibilities for minimizing sediment pollution from the Project have not been waived, and as such, the City hereby requires the Contractor to perform as specified in the following notes. Because a SWMP and CASDP are not necessary for the Project, all cost for performance of the following notes unless specifically specified shall not be paid for separately, but shall be included in the work.

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

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

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

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

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

The Contractor and/or their authorized agents shall implement the following Best Management Practices (BMPs) on site during construction:

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

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

Acceptable BMPs include:

- a) Preserving existing vegetation
- b) Seeding and planting
- c) Mulching
- d) Mulching and seeding
- e) Temporary/Permanent re-vegetation operations
- f) Chemical soil stabilizer application (requires Permit Enforcement Authority approval)

4. **WASTE MANAGEMENT/CONTAINMENT:** This BMP requires that all construction wastes, fuels, lubricants, chemical wastes, trash, sanitary wastes, contaminated soils or debris shall be contained on site, protected from contact with precipitation or surface runoff, periodically removed from the construction site, and properly disposed of.

5. **SPILL PREVENTION /CONTAINMENT:** This BMP defines the measures proposed for preventing, controlling, or containing spills of fuel, lubricants, or other pollutants; and protecting potential pollutants from contact with precipitation or runoff.

6. **CHUTE WASHOUT CONTAINMENT:** Water used in the cleaning of ready mixed concrete truck delivery chutes shall be discharged into a predefined, bermed containment area on the job site. The required containment area is to be bermed so that wash water is totally contained. Wash water discharged into the containment area shall be allowed to infiltrate or evaporate. Dried concrete waste shall be removed from the containment area and properly disposed of.

- a) Should a predefined bermed containment area not be available due to the project size, or lack of an area with a suitable ground surface for establishing a containment area, proper disposal of ready mix washout and rinse off water at the job site shall conform to the approved techniques and practices identified in the Colorado Department of Public Health & Environment's training video entitled "Building For a Cleaner Environment, Ready Mix Washout Training", and its accompanying manual entitled, "Ready Mix Washout Guidebook, Vehicle and Equipment Washout at Construction Sites."
- b) The direct or indirect discharge of water containing waste concrete to the storm sewer system is prohibited (Sec.56-102a, c; Revised Municipal Code, City and County of Denver).
- c) Information about, or copies of the video and training manual are available from the Water Quality Control Division, Colorado Department of Public Health & Environment, 4300 Cherry Creek Drive South, Denver, Colorado 80222-1530, (303) 692-3555.

7. **STREET SWEEPING:** This BMP requires that paved surfaces which are adjacent to construction sites be swept in a timely manner when sediment and other materials are tracked or discharged on to them. Either sweeping by hand or use of street sweepers is acceptable. Street sweepers using water while sweeping is preferred in order to minimize dust. Flushing off paved surfaces with water is prohibited.

8. **PERIMETER CONTROL:** This BMP requires that a construction site install a perimeter control measure along the edge of the construction site, to prevent, or filter the discharge of surface runoff from the construction site. The type of perimeter control

used shall be determined based on site conditions and location. Maintenance and repair of the control measure shall occur as needed, in a timely manner.

9. **STOCK PILES:** Soils that will be stockpiled for more than thirty (30) days shall be protected from wind and water erosion within fourteen (14) days of stockpile construction. Stabilization of stockpiles located within 100 feet of an MS4 or State Waters, or with slopes 3 to 1 or greater shall be completed within seven (7) days following stockpile construction. Stabilization and protection of the stockpile may be accomplished by any of the following: Mulching, Temporary/Permanent Revegetation Operations, Chemical Soil Stabilizer Application (requires Permit Enforcement Authority approval), or erosion control matting/Geotextiles. If stockpiles are located within 100 feet of an MS4 or State Waters, a drainageway or the site perimeter, additional sediment controls shall be required.

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

## **PART V: CONSTRUCTION REQUIREMENTS**

### **A) SCHEDULES:**

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

**B) CONSTRUCTION IMPLEMENTATION:** The Contractor shall incorporate into the Project all BMPs as outlined in the accepted schedule.

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

In an emergency situation, the Contractor shall use best judgment for immediately responding to the emergency situation as it arises, and shall notify the Permit Enforcement Authority and ECS of the emergency situation and BMPs employed in response as soon as practical after installation.

**D) PERMITS:**

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

**E) EROSION CONTROL SUPERVISOR:**

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

The ECS shall be responsible for oversight of the implementation, maintenance, and revision of the SWMP for the duration of the Project. The ECS's responsibilities shall be as follows:

- 1) Ensure compliance with all water quality permits or certifications in effect during the construction work.
- 2) Supervise the installation, construction, and maintenance of all BMPs specified in the Contract and coordinate the construction of BMPs with all other construction operations.
- 3) Direct the implementation of suitable BMPs as necessary to correct unforeseen conditions or emergency situations. Direct the dismantling of those features when their purpose has been fulfilled due to completion of each Project phase unless the Permit Enforcement Authority agrees that the features be left in place.
- 4) Inspect the construction site and document inspection activities at least every seven (7) days and immediately following any precipitation or snowmelt event with the potential to cause surface erosion. If no land disturbing construction activities are present during a storm event, post-storm event inspections shall be conducted prior to commencing any new land disturbing construction activities, but no later than seventy-two (72) hours following the storm event.
- 5) Attend the preconstruction conference, erosion control preconstruction inspection, Project scheduling meetings, weekly construction/ field meetings, substantial completion and final stabilization inspections, and other meetings regarding construction that could impact water quality.
- 6) Evaluate all non-stormwater coming onto the site, such as springs, seeps, and landscape irrigation return flow. If such flow is identified, the ECS shall propose appropriate SWMP modifications to the Contractor to protect off-site water from becoming contaminated with sediment or other pollutants.

- 7) Coordinate with the Contractor to implement necessary actions to reduce anticipated or presently existing water quality or erosion problems resulting from construction activities.
- 8) Coordinate with the Contractor to ensure all labor, material, and equipment deployed to meet SWMP requirements is judged appropriately.
- 9) During construction, update and record the following items in the SWMP as changes occur:
  - (i) Construction boundaries (may require Major SWMP Modification)
  - (ii) Areas of disturbance (may require Major SWMP Modification)
  - (iii) Areas used for storage of construction materials, equipment, soils, or wastes.
  - (iv) Location of any dedicated asphalt or concrete batch plants.
  - (v) Location of construction offices and staging areas.
  - (vi) Location of work access routes during construction.
  - (vii) Location of borrow and waste.
  - (viii) Location of temporary and permanent stabilization

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

10) Amend the SWMP whenever there are: additions, deletions, or changes in locations of BMPs. SWMP revisions shall be recorded immediately. Items shall be dated and signed at time of occurrence. Specifically, amendments shall include the following:

- (i) A change in design, construction, operation, or maintenance of the site which would require the implementation of new or revised BMPs; or
- (ii) Changes when the SWMP proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with construction activity.
- (iii) Changes when temporary BMPs are no longer necessary from changes in Project phase and are removed. All inspection and maintenance activities or other repairs shall be documented.

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

11) Modify the site map with arrows to indicate direction of surface and storm water flowing across the Project site.

12) When adding or revising BMPs in the SWMP, amend the narrative to explain what, when, where, why, and how the BMP is being used, and add a detail to the SWMP.

13) If using existing topography, vegetation, etc. as a BMP, label it as such in the SWMP site map; amend the Narrative to explain when, why, and how the BMP is being used to the SWMP.

14) Record on the SWMP, and implement the approved plan for concrete and asphalt saw cutting, grinding, and milling containment and removal.

15) Update the potential pollutants list in the SWMP throughout construction meeting CASDP requirements.

16) Spills, leaks, or overflows that result in the discharge of pollutants shall be documented on the inspection form. The ECS shall record the time and date, weather conditions, reasons for spill, and how it was remediated. The ECS shall immediately report to the Contractor and Project Manager the following instances of noncompliance:

- (i) Noncompliance which may endanger health or environment.

- (ii) Spills or discharge of hazardous substance or oil which may cause pollution of the City MS4 or State Waters.
- (iii) Discharge of stormwater which may cause an exceedance of a water quality standard.

17) Perform a thorough inspection of the stormwater management system at least every seven (7) days and within 24 hours after any precipitation or snowmelt event with the potential to cause surface erosion. The inspection records shall be kept on-site in a written or previously approved format. Inspections shall be conducted during the progress of the work, during work suspensions, or until Final Stabilization of all disturbed areas is approved by Permit Enforcement Authority and shall include the following services at a minimum:

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

**F) APPLYING BMPs TO STABILIZE SITE:**

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



halted shall be temporarily stabilized within seven (7) days after the activity ceased unless work is to be resumed within thirty (30) calendar days after the activity ceased.

Clearing and grubbing operations shall be scheduled and performed to minimize both the area of the Project disturbed at a given time and the amount of time that disturbed areas remain open. BMPs such as temporary seeding are required between successive construction stages when disturbed areas will not be stable or active for thirty (30) calendar days or more. No payment will be made for additional work required because the Contractor has failed to properly coordinate the BMP schedule, thus causing previously stabilized areas to be disturbed by operations that could have been performed prior to the stabilization. Upon failure of the Contractor to coordinate the permanent BMPs with the grading operations in a manner to effectively control erosion and prevent water pollution, the Permit Enforcement Authority can suspend the Contractor's grading operations and the Project Manager can withhold monies due to the Contractor on current estimates until such time that all aspects of the work are coordinated in an acceptable manner.

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

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

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

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

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

allowed, covered under the original CASDP, and required as part of standard maintenance and operation.

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

- (i) Make required revisions to comply with changing federal or state rulemaking if occurs within timeframe of Project
- (ii) Make required revisions due to unforeseen or unplanned conditions leading to deficient Drawings/ SWMP (hazardous materials encountered, landfills, expansion of work limits, etc.)
- (iii) Prepare revised SWMP elements endorsed by a Professional Project Manager licensed in the State of Colorado.

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

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

The Contractor may reach Final Stabilization via the following procedures:

- (i) The Contractor shall file Inactivation Request for Construction Activities Stormwater Discharge Permit (available within CASDP guidance documents) with the Permit Enforcement Authority.
- (ii) The Contractor shall coordinate with the Permit Enforcement Authority to hold a Final Inactivation Inspection.
- (iii) If passing, the Permit Enforcement Authority transmits a letter of approval for Final Stabilization.
- (iv) If not passing, the Permit Enforcement Authority transmits a letter of denial for Final Stabilization with associated inspection report to Contractor.
- (v) Stabilization, inspection and maintenance requirements shall continue until confirmation of having met final closure requirements have been granted in writing by the Permit Enforcement Authority.

When Final Stabilization has been reached, the Permit Enforcement Authority shall issue a "Certificate of Final Stabilization".

M) FINAL ACCEPTANCE:

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

## **PART VI: CONSTRUCTION OF BMPs**

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

## **PART VII: METHOD OF MEASUREMENT**

Because a SWMP and CASDP are not necessary for the Project, all cost for performance of the following notes shall not be paid for separately, but shall be included in the work.

The Contractor shall record the tasks that were performed by the ECS and the hours that were required to complete each task. The records for the payment period shall be submitted to the Project Manager after completion of work, at the time of monthly pay request, for approval and acceptance.

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

Any excavation required for the removal of sediment from traps, basins, areas adjacent to silt fences and erosion bales, and any other cleanout excavation of accumulated sediment, and removal of check dams or storm drain inlet protection will not be measured separately but shall be included in the work.

## **PART VIII: BASIS OF PAYMENT**

Because a SWMP and CASDP are not necessary for the Project, all cost for performance of the Work to furnish, install, maintain, replace (if not due to contractor negligence), remove, and dispose of BMPs specified in the Contract shall not be paid for separately, but shall be included in the work. Only Storm Drainage Inlet Protection will be measured and each Bid Item unit includes all materials, equipment and labor necessary to protect each inlet regardless of the size, type or timeframe as per the current City of Denver Stormwater Management Plans / (SWMP) requirements

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

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

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

The pay item quantity basis for payment shall be a summary in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, accompanied by the ECS log of BMP's with the summary showing each location of the Storm Drainage Inlet protection to be submitted for review in advance of the pay application.

Payment will be made under:

**PAY ITEM**

**PAY UNIT**

Storm Drainage Inlet Protection

E.A.

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

**END OF REVISION OF SECTION 208**

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

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

Subsections 209.07 and 209.08 shall be revised as follows:

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

**END OF REVISION OF SECTION 209**

**REVISION OF SECTION 210  
RESET STRUCTURES**

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

Subsection 210.09 shall include the following:

Signs and traffic signals shall be reset in accordance with the City and County of Denver Transportation Engineering Services requirements needed to remove and restore existing signage and at locations indicated on the plans. It will be the Contractor's responsibility to supply and install any new materials needed to restore the signs and traffic signals to service at the new location.

Subsection 210.10 shall include the following:

Manholes, water meters and valve boxes and pull boxes shall be adjusted in accordance with the applicable standards of the Utility Owner. The Contractor will be responsible for determining the proper Utility Owner and coordinating these adjustments.

Survey range boxes shall be adjusted as directed by the Project Manager.

Reset Inlet Grate will include for each existing single inlet all materials, equipment and labor, to remove and dispose of the existing castings and provide and place new castings with mounting hardware, grout and up to 1 course of standard brick riser as per Wastewater Standard Details DRWG NO. S-716 and all other labor, equipment, materials and hauling and disposals necessary to complete the work.

Restoration of landscaping beyond 12" limits outlined on the plans and/or as marked in the field by the Project Manager will not be paid for.

Subsection 210.12 shall include the following:

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

Subsection 210.13 shall be revised to include the following:

The accepted quantities will be paid for at the contract unit price for each of the pay items listed below that appear in the Contract bid schedule. Payment shall be full compensation for all labor, equipment, time and materials for each unit bid item complete in place including saw cutting, scraping, sandblasting, removal, hauling and disposal of such items, excavation of subgrade material reconditioning or installation of aggregate base course and subsequent backfill, grading and compaction (with moisture/density control per the Revision of Subsection 203.07) to proposed subgrade elevation. The price shall also include salvageable materials removed, their custody, preservation, storage.

**PAY ITEM**

**PAY UNIT**

Reset Ground Sign	EA
Adjust Manhole, Meter, Valve, Pull Box	EA
Reset Inlet Grate and Frame	EA

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

**END OF REVISION OF SECTION 210**

**REVISION OF SECTION 212  
SEEDING, FERTILIZER AND SODDING**

Section 212 of the Standard Specifications is hereby revised as follows:

Subsection 212.01 shall include the following:

This work shall include restoring all existing landscaping that is within twelve inches (12") of the concrete repair reconstruction areas that are damaged as a result of the reconstruction activity.

The bid item "Restore Landscaping, In Kind" item shall apply to all landscaping within the limits of construction unless agreed upon in writing by the Project Manager in advance of the related concrete repair work. Materials used to restore landscaping shall be replaced "in-kind" unless otherwise approved by the Project Manager. Seeding areas larger than twelve inches must include hydraulic mulching with all costs to be included in the square foot price of "Restore Landscaping, In-Kind". Only at the direction of the Project Manager will seeding be accepted in lieu of sodding.

"Restore Landscaping, In Kind" shall include restoring all landscaping that is disturbed within the limits of construction. This includes any and all landscape plants, trees or other materials including concrete, asphalt, pavers or blocks (concrete or brick), landscape rock, sodding, flowers, shrubs and landscape timbers or statuaries. The Contractor shall be required to maintain the landscaping planting in accordance with Section 214.

Subsection 212.01 shall include the following:

Work performed in areas under the jurisdiction of Denver Parks and Recreation Department shall conform to the standards of that Department. All costs related to acquiring the Denver Parks ROW permit are included in the Restore Landscaping, In-Kind Pay Item and will not be paid separately.

Subsection 212.07 is hereby revised to include the following:

Only the work restoring existing landscaping that is within twelve inches (12") of the concrete repair reconstruction areas that are damaged as a result of the reconstruction activity will be measured and for payment. Any areas beyond twelve inches (12") that are damaged by the Contractor will not be measured for payment and will be repaired by the Contractor at no expense to the City. All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

PAY ITEM

Restore Landscaping, In-Kind

PAY UNIT

S.F.

When the contract does not include pay items for landscape repair, top soil, fertilizer, seeding or sodding, these items will not be paid for separately but shall be included in the work.

**END OF REVISION OF SECTION 212**

**REVISION OF SECTION 304  
AGGREGATE BASE COURSE**

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

Subsection 304.01 is revised as follows:

This work includes any type of removal or excavation of in-fill material, loading, removal, hauling and disposal of unsuitable materials and consists of furnishing and placing aggregate base course, only if required or at the direction of the Project Inspector or Project Manager on prepared sub-grade.

Subsection 304.06 is revised as follows:

All material within the street section shall be compacted to 95% of maximum density as determined in accordance with AASHTO T-99; all areas outside the street section shall be compacted to 90% of the maximum density determined in accordance with AASHTO T-180. It is the Contractor's responsibility to provide Quality Control for material density and strength testing and provide test results in a testing frequency, method and report as per Pre-construction submittal approved by the City Project Manager. Quality Control testing, reports and submittals will not be paid for separately but shall be included in the work.

Subsection 304.07 is hereby revised as follows :

Aggregate Base Course will be measured by the ton. All quantities to be submitted for payment must include copies of the load tickets, delivered to the project location, accompanied by a summary including the load ticket number supplier, date and weight in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and must be submitted for review and acceptance in advance of each pay application.

Subsection 304.08 is hereby revised as follows:

Payment for the accepted quantities of Aggregate Base Course measured per ton shall be full compensation for all labor, equipment, time and materials for each unit bid item complete in place including excavation, removal, hauling and disposal of removal items, excavation of subgrade material, installation of aggregate base course and subsequent backfill, grading and compaction (with moisture/density control per the Revision of Subsection 203.07) to proposed subgrade elevation.

**PAY ITEM**

Aggregate Base Course  
(Class 6) (Complete in-Place)

**PAY UNIT**

Ton

When the contract does not include pay items for Aggregate Base Course, these items will not be paid for separately but shall be included in the work.

**END OF REVISION OF SECTION 304**



**REVISION OF SECTION 306  
RECONDITIONING**

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

Subsection 306.01 shall be revised to include the following:

All existing subgrade on alleys and streets from back of curb to back of curb shall be reconditioned.

Subsection 306.02 shall be revised to include:

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

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

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

It is the Contractor's responsibility to provide Quality Control for material density and strength testing and provide test results in a testing frequency, method and compile comprehensive reports as per Pre-construction submittal approved by the City Project Manager. Quality Control material testing, reports and submittals will not be paid for separately but shall be included in the work.

The Quality Control Plan (QCP) is a required submittal that is Contract Specific and states how the process controls of materials, material testing, equipment, personnel and operations shall be maintained. As a minimum the QCP shall include the following:

1. Project Contract Control Number and Name. Date of the NTP and subsequent close out date with respect to allotted calendar days.
2. The company name, personnel names and duties, telephone number(s), of all quality control personnel to be utilized from a certified lab including current copies of their certification letter.
3. Sub-grade compaction and concrete tests will be once weekly or additionally as needed for Quality Control in critical conditions. Additional concrete tests are required for each instance High Early Strength Concrete is used.
4. Written test reports including all pertinent information in a form acceptable to the Project Manager. Test reports must be submitted in a timely fashion, as a minimum test reports must be submitted within 30 days of the test and acceptance of the related materials or product is contingent upon receipt of acceptable reports.

Subsection 306.04 is revised as follows:

Reconditioning will not be measured and paid for separately but shall be included in the work.

**END OF REVISION OF SECTION 306**

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

Sections 401 and 403 of the Standard Specifications for Road and Bridge Construction are hereby deleted and replaced with the Comprehensive Specifications for the Metropolitan Government Pavement Project Managers Council (MGPEC), included herein. Section 9.16 of the MGPEC Specifications is hereby deleted and replaced as follows:

HMAP patching or overlay shall be paid by the ton by batch ticket. Tack Coat will not be measured and paid for separately but shall be included in the cost of the work.

All Asphalt Mix Designs are a required submittal and must be approved prior to use in the City and County of Denver.

It is the Contractor's responsibility to provide Quality Control for material density and strength testing and provide test results in a testing frequency, method and report as per Pre-construction submittal Quality Control Plan (QCP) that must be approved by the City Project Manager prior to starting work. Quality Control material testing, reports and submittals will not be paid for separately but shall be included in the work.

The Quality Control Plan (QCP) is a required submittal that is Contract Specific and states how the process controls of materials, material testing, equipment, personnel and operations shall be maintained. As a minimum the QCP shall include the following:

1. Project Contract Control Number and Name. Date of the NTP and subsequent close out date with respect to allotted calendar days.
2. The company name, personnel names and duties, telephone number(s), of all quality control personnel to be utilized from a certified lab including current copies of their certification letter.
3. Sub-grade compaction and concrete tests will be once weekly or additionally as needed for Quality Control in critical conditions. Additional concrete tests are required for each instance High Early Strength Concrete is used.
4. Written test reports including all pertinent information in a form acceptable to the Project Manager. Test reports must be submitted in a timely fashion, as a minimum test reports must be submitted within 30 days of the test and acceptance of the related materials or product is contingent upon receipt of acceptable reports.

**METHOD OF MEASUREMENT**

Section 401.22 and 403.04 of the Standard Specifications is hereby revised as follows:

All work performed will be measured by the ton based on copies of the approved supplier's asphalt load tickets provided with a summary table with each Application for Payment.

Payment will be made under:

**PAY ITEM**

**PAY UNIT**

HBP Patch/Overlay

Ton

When the contract does not include pay items for Plant Mix Pavements, these items will not be paid for separately but shall be included in the work.

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

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

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

Subsection 412.01 shall be revised to include the following:

This work shall also include concrete streets, driveways, crosspans, valley gutter, bus pads and alley paving.

Subsection 412.03 shall be revised to include the following:

All Portland Cement used on this Contract shall be Class P and shall be reinforced with polypropylene fibers. Polypropylene fibers shall be FIBERMESH or APPROVED EQUIVALENT. Length of fibers shall be as recommended by the manufacturer. Add 1.5 pounds FIBERMESH or APPROVED EQUIVALENT per cubic yard of concrete. The Contractor is required to submit copies of all concrete batch tickets for loads delivered during the previous pay period to the Project Manager used on the Contract with each Application for Payment. All Portland Concrete Cement All Asphalt Mix Designs are a required submittal and must be approved prior to use in the City and County of Denver.

It is the Contractor's responsibility to provide Quality Control for material density and strength testing and provide test results in a testing frequency, method and report as per Pre-construction submittal Quality Control Plan (QCP) that must be approved by the City Project Manager prior to starting work. Quality Control material testing, reports and submittals will not be paid for separately but shall be included in the work.

The Quality Control Plan (QCP) is a required submittal that is Contract Specific and states how the process controls of materials, material testing, equipment, personnel and operations shall be maintained. As a minimum the QCP shall include the following:

1. Project Contract Control Number and Name. Date of the NTP and subsequent close out date with respect to allotted calendar days.
2. The company name, personnel names and duties, telephone number(s), of all quality control personnel to be utilized from a certified lab including current copies of their certification letter.
3. Sub-grade compaction and concrete tests will be once weekly or additionally as needed for Quality Control in critical conditions. Additional concrete tests are required for each instance High Early Strength Concrete is used.
4. Written test reports including all pertinent information in a form acceptable to the Project Manager. Test reports must be submitted in a timely fashion, as a minimum test reports must be submitted within 30 days of the test and acceptance of the related materials or product is contingent upon receipt of acceptable reports.

Subsection 412.04 shall be deleted and replaced with Subsection 601.05, with the following revisions:

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

- a) The median daily temperature is less than 55 degrees (Average of previous three days).

- b) The date of placement is between September 30th and May 30th.
- c) The concrete temperature may not exceed 80 degrees F prior to placement.

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

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

Subsection 412.10 shall be revised to include the following:

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

Subsection 412.12 shall be revised to include the following:

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

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

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

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

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

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

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

Transverse weakened plane joints shall be formed by sawing a groove in hardened concrete in accordance with City of Denver Transportation Standards and Details for the Engineering Division as per STD. DWG. NO. 11.3 Concrete Pavement Joint Sealant plan details.

The Contractor shall cut the transverse and longitudinal joints to the width and depth required in accordance with City of Denver Transportation Standards and Details for the Engineering Division. The cut shall be made with a power driven saw. Any damage to the concrete pavement such as spalling or fracturing shall be repaired by the Contractor as directed by the Project Manager at no cost to the project. The joints shall be immediately flushed with water to remove any sawing residue from the joint and pavement surface.

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

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

The time schedule for sawing weakened plane joints shall be as follows: Every second joint shall be sawed 2 to 12 hours after pavement placement, provided the concrete has sufficiently set so as to preclude the dislodging of aggregate particles by the saw. Unless otherwise directed by the Project Manager, the exact time of sawing shall be determined by the Contractor and will be dependent on weather conditions, ambient temperature, mix characteristics and other factors that may affect the setting time of the concrete. Every effort shall be made to saw early enough to control or limit random cracking. The intermediate joints shall be sawed prior to opening to traffic, but in no case longer than 48 hours after placement of the concrete.

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

Subsection 412.14 and referenced Section 711.01 Concrete Curing Materials shall be modified, allowable curing compound types and specification shall vary upon when an expected snow or freeze condition may occur, or when de-icing materials may be used soon:

For Portland Cement Concrete Pavement placed between April 1 through September 14 the impervious membrane curing compound shall meet or exceed ASTM-309 Type 2 and must be clear for colored concrete.

For Portland Cement Concrete Pavement placed between September 15 through March 31 a combination cure-sealer shall be used that meets or exceeds ASTM-1315 Type I, Class A (clear, non-yellowing). The compound must be an acrylic copolymer type, non-freezing solvent based, with a minimum of 25% solids content. Compound must be VOC compliant in accordance with EPA 40 CFR Part 59. The final gloss appearance will serve as proof of application.

The Contractor shall use the cure-sealer according to the manufacturers recommendations so that when applied it will not adversely affect the skid resistance of the pavement.

Subsection 412.18 shall be deleted and replaced with the following:

#### 412.18 Sealing Joints.

This work shall consist of sawing, cleaning and sealing Portland cement concrete pavement joints for new pavements. All Joint Sealing methods and products must be submitted to and approved by the Project Manager in advance of scheduling the work.

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

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

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

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

The sealant material shall be hot applied into the joint using equipment and techniques recommended by the joint sealant manufacturer. The surface of the finished joint seal shall have a flat level surface that is  $3/16 \pm 1/16$  inch below the surface of the concrete pavement. Sealant not placed within these tolerances will not be measured and paid for, and the Contractor shall remove the joint sealant material and clean and reseal these joints in accordance with the criteria outlined in the special provision at no additional cost to the project. If, in the opinion of the Project Manager, the Contractor shows an inconsistency in his ability to fill the joints to the required dimensions, the Contractor shall cease his operations until such time as he can comply with the required criteria in a consistent manner.

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

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

Subsection 412.22 shall be deleted and replaced with the following:

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

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

Subsection 412.24 shall be revised to include the following:

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

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

Subsection 412.23 shall be revised to include the following:

This work shall also include concrete streets, driveways, crosspans, bus pads and alley paving with the finished area measured by the square yard and paid by their respective thickness as Concrete Pavement.

Subsection 412.24 shall be revised to include the following:

The accepted quantities for "Concrete Pavement (-)" will be paid for at the contract unit price for each of the pay items listed below that appear in the Contract bid schedule. Payment shall be full compensation for all labor, equipment, time and materials for each unit bid item complete in place including saw cutting, joint sealing, scraping, sandblasting, removal, hauling and disposal of such items, excavation of subgrade material reconditioning or installation of aggregate base course and subsequent backfill, grading and compaction (with moisture/density control per the Revision of Subsection 203.07) to proposed subgrade elevation. The price shall also include salvageable materials removed, their custody, preservation, storage, hauling and disposal as provided herein.

When authorized for use by the Project Manager/Inspector the accepted quantities for "High Early Strength Concrete" will be compensation only for the difference in concrete cost per cubic yard and extra labor per yard for all work performed using High Early Strength Concrete and will be measured by the cubic yard based on copies of the approved supplier's concrete load tickets provided with a summary in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, with each Application for Payment.

Copies of all concrete tickets are required for concrete used during that pay period; a separate summary is required for the Quantity of High Early Strength Concrete and includes the ticket number, date and address where it was poured.

**PAY ITEM**

High Early Strength Concrete  
Concrete Pavement (-)

**PAY UNIT**

C.Y.  
S.Y.

Payment shall be full compensation for labor and materials including, but not limited to, reconditioning, grading, backfill including topsoil and soil amendments, compaction, quality control material testing, curing compound, control and expansion joint and sealant as required to complete these Pay Items.

When the contract does not include pay items for FIRBERMESH or APPROVED EQUIVALENT reinforcement additive, cure-sealer, curing compound, saw cut for construction,

control or expansion joints and sealant will not be paid for separately but shall be included in the related concrete work.

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

When the contract does not include pay items for Portland Cement Concrete Pavement, these items will not be paid for separately but shall be included in the work.

**END OF REVISION OF SECTION 412**



**SECTION 413  
CONCRETE PATCHING AND CURB HEAD REPLACEMENT**

**DESCRIPTION**

413.01 This work consists of patching and curb head replacement on existing concrete pavement.

**MATERIALS**

413.02 Concrete patching material must be a one component system that requires an exact addition of water. They must meet the following performance requirements at maximum water.

A.	Bond Strength:	1 Day	1500 psi.
	ASTM C-882	7 Days	2500 psi.
B.	Length Change:	28 Days Dry	-0.05%
	ASTM C-157	28 Days Wet	+0.05%
C.	Compressive Strength:	2 Hours	2500 psi.
	ASTM C-109	1 Day	5000 psi.
		7 Days	7000 psi.

Aggregate shall consist of 3/8" clean, washed and dried gravel or crushed stone of reasonably uniform quality throughout.

Five Star Highway Patch by U.S. Grout Corporation and HD-50 Heavy Duty Concrete Patch by Dayton Superior Corporation are approved concrete patching material.

**CONSTRUCTION REQUIREMENTS**

413.03 Preparation of Concrete Surface:

Remove all grease, oil, dirt, curing compounds, laitance and other deleterious materials from the concrete. Roughen the surfaces by sand blasting and provide a near vertical face on the edges of existing concrete to ensure bond. Loose or broken concrete shall be removed. If any existing rebar reinforcing is exposed, it shall be sandblasted. All surfaces shall be thoroughly saturated, and free standing excess water shall be removed with clean compressed air before applying the structural repair material. Minimum depth of patching is 2 inches.

413.04 Placing Concrete Patch Material:

Carefully read and understand the manufacturer's instructions as printed on the container. The mixing operation should be close to the repair area. A mortar mixer is recommended. For small quantities, an electric drill and paddle mixer is recommended. The mixing order for mortar type mixer shall be as follows:

1. Clean water shall be placed in the mixer at the rate specified on the container instructions. Water content is critical; do not deviate from the amount specified.
2. When temperatures exceed 90°F, a prepackaged set retarder shall be used as recommended by the manufacturer. Add retarder to mixing water, maximizing dispersion in the mix.

3. For pours with greatest depth exceeding 3", 3/8 inch clean washed pea gravel shall be added to the mix at a rate not to exceed 25 lbs. per 50 lb. pail.
4. Add the repair material. This sequence is important in order to produce a consistent mix and to reduce mixing time. Allow approximately 3 minutes mixing time.
5. When pouring large volumes of material, special consideration should be given to maintaining a continuous flow of material producing a wet leading edge. More than one mixer may be necessary to deliver enough material to insure no cold joints.

Place the mixed material into the prepared area, starting from one side of the repair and working to the other side. Do not place the repair material in lifts. Work the material firmly into the bottom and sides of the repair. Screed the material to the desired level. Close up edges of the repair with a trowel. Finish the material to the desired texture. Do not re-temper the material. Clean the mixer and tools periodically with water to prevent build-up, especially in hot temperatures. As soon as the material sets, all exposed surfaces must be thoroughly saturated for 30 minutes.

413.05 Concrete Curb Head Replacement. Concrete curb head that was paved with the concrete pavement shall be constructed as follows:

1. Remove broken curb head and concrete pieces from sound concrete.
2. Place no. 4 deformed bars, 18" O.C. by drilling. Place no. 4 horizontal bars across vertical bars per detail, attached herein.
3. Prior to pouring new curb head, sand blast existing concrete pavement at curb head location or use other cleaning method as approved by the Project Manager.
4. Saturate sand blasted area and remove standing water immediately prior to replacing concrete.
5. Consolidate concrete by use of high frequency internal vibrators.
6. Provide 1/8" open joint in curb head at existing contraction joints in concrete pavement.

#### **METHOD OF MEASUREMENT**

- 414 Concrete patching will be measured by the square foot at the depth specified or as required by the Project Manager. Curb head replacement will be measured by the lineal foot along the front of the curb head. All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

#### **BASIS OF PAYMENT**

414.01 The accepted quantities will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule.

Payment will be made under:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Concrete Patching	S.F.

## Concrete Curb Head Replacement

L.F.

Payment shall be full compensation for labor and materials including, but not limited to, reconditioning, grading, backfill including topsoil and soil amendments, compaction, quality control material testing, curing compound, control and expansion joint and sealant as required to complete these Pay Items.

When the contract does not include pay items for FIRBERMESH or APPROVED EQUIVALENT reinforcement additive, cure-sealer, curing compound, saw cut for construction, control or expansion joints and sealant will not be paid for separately but shall be included in the related concrete work.

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

All work necessary and incidental to the concrete patching and curb head replacement will not be measured and paid for separately but shall be included in the work.

**END OF SECTION 413**

**REVISION OF SECTION 601  
STRUCTURAL CONCRETE**

Section 601 of the Standard Specifications is hereby revised as follows:

Table 601-1, footnote (7) shall be revised to include the following:

When No. 67 or No. 57 coarse aggregate is used as the largest aggregate in the mix, the required air content shall be 5% to 8%.

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

Subsection 601.06, Item 7, is modified as follows:

(7) Supplier's Mix I.D. number

Subsection 601.07, (d) is deleted. Self-contained mobile mixers will not be allowed.

When the contract does not include pay items for **FIRBERMESH** or **APPROVED EQUIVALENT** reinforcement additive, cure-sealer, curing compound, saw cut for construction, control or expansion joints and sealant will not be paid for separately but shall be included in the related concrete work.

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

It is the Contractor's responsibility to provide Quality Control concrete strength testing and provide test results in a testing frequency, method and report as per Pre-construction submittal approved by the City Project Manager. Quality Control testing, reports and submittals will not be paid for separately but shall be included in the work.

**END OF REVISION OF SECTION 601**

## **REVISION OF SECTION 608 SIDEWALKS AND BIKEWAYS**

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

As a condition acceptance and of payment the Contractor must certify and shall be responsible to ensure that All Concrete Sidewalk and all Concrete Curb ramps shall be constructed by and additionally meet the requirements of the City of Denver Public Works Transportation Standards and Details for the Engineering Division. It shall be the Contractor's responsibility to assess the existing conditions and notify the Project Manager in advance of the work of any existing field conditions, obstacles or conflicts that might inhibit any section of sidewalk or curb ramp from meeting the design criteria outlined in the City of Denver Public Works Transportation Standards and Details for the Engineering Division. All concrete used for Sidewalks, Curb Ramps and Bikeways shall be Class P and shall be reinforced with polypropylene fibers. Polypropylene fibers shall be FIBERMESH or APPROVED EQUIVALENT. Length of fibers shall be as recommended by the manufacturer. Add 1.5 pounds FIBERMESH or APPROVED EQUIVALENT per cubic yard of concrete.

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

Materials shall meet the requirements specified in the following subsections:

Joint Fillers                      705.01

Concrete for sidewalks, curb ramps and bikeways shall be Class "P", as specified in subsections 601.02 and 601.03, except that No. 67 coarse aggregate shall be used.

The concrete curb ramp shall include the cost of an approved truncated dome material and its installations. A sample of the truncated dome material shall be submitted to the Project Manager for approval prior to construction

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

It is the Contractor's responsibility to provide Quality Control for material density and strength testing and provide test results in a testing frequency, method and report as per Pre-construction submittal Quality Control Plan (QCP) that must be approved by the City Project Manager prior to starting work. Quality Control material testing, reports and submittals will not be paid for separately but shall be included in the work.

The Quality Control Plan (QCP) is a required submittal that is Contract Specific and states how the process controls of materials, material testing, equipment, personnel and operations shall be maintained. As a minimum the QCP shall include the following:

1. Project Contract Control Number and Name. Date of the NTP and subsequent close out date with respect to allotted calendar days.
2. The company name, personnel names and duties, telephone number(s), of all quality control personnel to be utilized from a certified lab including current copies of their certification letter.
3. Sub-grade compaction and concrete tests will be once weekly or additionally as needed for Quality Control in critical conditions. Additional concrete tests are required for each instance High Early Strength Concrete is used.
4. Written test reports including all pertinent information in a form acceptable to the Project Manager. Test reports must be submitted in a timely fashion, as a minimum test reports must

be submitted within 30 days of the test and acceptance of the related materials or product is contingent upon receipt of acceptable reports.

Subsection 608.03(a) shall be revised as follows:

Delete the third sentence and add:

Where excavation or fill to the finished grade elevation results in subgrade of unsuitable soil, the Project Manager or Project Inspector may designate the unsuitable material to be removed and replaced with approved material. Removal or reconditioning of unsuitable material, excavation and backfill with Class 6 Aggregate Base Course, in accordance with Revision of Section 203.05(c), or other material approved by the Project Manager shall not be paid separately but is included in the cost of the related concrete bid item.

Subsection 608.03(d) shall be revised to include the following:

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

Subsection 608.03(e) shall be revised to include the following:

For Bikeways, control joints shall be zip-strip or saw cut to a minimum depth of  $\frac{1}{4}$  of the total slab thickness and no greater than  $\frac{1}{4}$  inch wide. Control joints shall be spaced at 10 feet on center or as noted on the plans. Any damage to the concrete such as spalling, dislodging of aggregate particles, or cracking will be repaired by the Contractor at no additional cost to the Project. If said damage cannot be adequately repaired to the satisfaction of the Project Manager, the Contractor shall remove and replace the damaged concrete at no additional cost to the Project.

Subsection 608.03(f) shall be revised to include the following:

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

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

Subsection 608.05 shall be revised to include the following:

Excavation to proposed subgrade elevation will not be paid for separately but shall be included in the work associated with Section 201, Clearing and Grubbing or Section 202, Removal of Structures and Obstructions. Any forming and curb work to match existing surrounding landscaped or paved areas is included in the cost of the curb ramp and measured by the square yard of finished area.

Subsection 608.06 shall be revised to include the following:

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

Subsection 608.07 shall be revised to include the following:

The accepted quantities for “Concrete Pavement (-“) will be paid for at the contract unit price for each of the pay items listed below that appear in the Contract bid schedule. Payment shall be full compensation for all labor, equipment, time and materials for each unit bid item complete in place including saw cutting, scraping, sandblasting, removal, hauling and disposal of such items, excavation of subgrade material reconditioning or installation of aggregate base course and subsequent backfill, grading and compaction (with moisture/density control per the Revision of Subsection 203.07) to proposed subgrade elevation. The price shall also include salvageable materials removed, their custody, preservation, storage, hauling and disposal as provided herein. When authorized for use by the Project Manager/Inspector the accepted quantities for “High Early Strength Concrete” will be compensation only for the difference in concrete cost per cubic yard and extra labor per yard for all work performed using High Early Strength Concrete and will be measured by the cubic yard based on copies of the approved supplier’s concrete load tickets provided with a summary in tabular form with each Application for Payment. Copies of all concrete tickets are required for concrete used during that pay period; a separate summary is required for the Quantity of High Early Strength Concrete and includes the ticket number, date and address where it was poured.

**PAY ITEM**

**PAY UNIT**

Concrete Sidewalk	S.Y.
Concrete Curb Ramp	S.Y.

Payment shall be full compensation for labor and materials including, but not limited to, reconditioning, grading, backfill including topsoil and soil amendments, compaction, quality control material testing, curing compound, control and expansion joint and sealant as required to complete these Pay Items.

When the contract does not include pay items for FIRBERMESH or APPROVED EQUIVALENT reinforcement additive, cure-sealer, curing compound, saw cut for construction, control or expansion joints, zip-strip and sealant will not be paid for separately but shall be included in the related concrete work.

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

**END OF REVISION OF SECTION 608**

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

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

All Concrete Gutter Overlay, Variable Height Curb Head with reinforcement, Curb and Gutter and Combination Curb, Gutter and Sidewalk shall additionally meet the requirements of the City of Denver Public Works Transportation Standards and Details for the Engineering Division. All concrete used shall be Class P and shall be reinforced with polypropylene fibers. Polypropylene fibers shall be FIBERMESH or APPROVED EQUIVALENT. Length of fibers shall be as recommended by the manufacturer. Add 1.5 pounds FIBERMESH or APPROVED EQUIVALENT per cubic yard of concrete.

Subsection 609.01 shall be revised to include the following:

Concrete Gutter Overlay  
Variable Height Curb with Reinforcement  
Curb and Gutter  
Combination Curb, Gutter and Sidewalk

Subsection 609.02 shall be revised as follows:

Reference to Section 703.07, Bed Course Material, shall be deleted.  
Additionally Joint Filler must be approved by the Project Manager.  
Reference to Class B concrete shall be deleted and replaced with the following:  
Concrete shall conform to the requirements for Class "P" concrete as specified in subsections 601.02 and 601.03. When curb machines are used, the Contractor will be permitted to use AASHTO M 43 Size 57 or 67 aggregate in lieu of the coarse aggregate specified in Table 601-1, and a lesser slump will be permitted.

It is the Contractor's responsibility to provide Quality Control for material density and strength testing and provide test results in a testing frequency, method and report as per Pre-construction submittal Quality Control Plan (QCP) that must be approved by the City Project Manager prior to starting work. Quality Control material testing, reports and submittals will not be paid for separately but shall be included in the work.

The Quality Control Plan (QCP) is a required submittal that is Contract Specific and states how the process controls of materials, material testing, equipment, personnel and operations shall be maintained. As a minimum the QCP shall include the following:

1. Project Contract Control Number and Name. Date of the NTP and subsequent close out date with respect to allotted calendar days.
2. The company name, personnel names and duties, telephone number(s), of all quality control personnel to be utilized from a certified lab including current copies of their certification letter.
3. Sub-grade compaction and concrete tests will be once weekly or additionally as needed for Quality Control in critical conditions. Additional concrete tests are required for each instance High Early Strength Concrete is used.
4. Written test reports including all pertinent information in a form acceptable to the Project Manager. Test reports must be submitted in a timely fashion, as a minimum test reports must be submitted within 30 days of the test and acceptance of the related materials or product is contingent upon receipt of acceptable reports.

Subsection 609.03(a) shall be revised as follows:

Where excavation or fill to the finished grade elevation results in subgrade of unsuitable soil, the Project Manager or Project Inspector may designate the unsuitable material to be



removed and replaced with approved material. Removal or reconditioning of unsuitable material, excavation and backfill with Class 6 Aggregate Base Course, in accordance with Revision of Section 203.05(c), or other material approved by the Project Manager shall not be paid separately but is included in the cost of the related concrete bid item.

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

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

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

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

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

The Contractor shall insure that new concrete items built under this contract drain properly and, as a condition of acceptance for payment, there shall be no areas of standing water on new concrete items.

Subsection 609.04 shall be revised to include the following:

Variable Height Curb with Reinforcement shall be used only at the request of the Project Manager and shall reference City of Denver Public Works Transportation Standards and Details STD. DWG. NO. 10.4 For Alley Curb Head.

Subsection 609.06 shall be revised to include the following:

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

Subsection 609.07 shall be revised to include the following:

The accepted quantities for Concrete Gutter Overlay, Curb & Gutter Type ( ), Section ( ' ") and Combination Curb, Gutter and Sidewalk ( ' ") will be paid for at the contract unit price for each of the pay items listed below that appear in the Contract bid schedule. Payment shall be full compensation for all labor, equipment, time and materials for each unit bid item complete in place including saw cutting, scraping, sandblasting, removal, hauling and disposal of such items, excavation of subgrade material reconditioning or installation of aggregate base course and subsequent backfill, grading and compaction (with moisture/density control per the Revision of Subsection 203.07) to proposed subgrade elevation. The price shall also include salvageable materials removed, their custody, preservation, storage, hauling and disposal as provided herein.

When authorized for use by the Project Manager/Inspector the accepted quantities for "High Early Strength Concrete" will be compensation only for the difference in concrete cost per cubic yard and labor per yard for all work performed using High Early Strength Concrete and will be measured by the cubic yard based on copies of the approved supplier's concrete load tickets provided with a summary in tabular form with each Application for Payment.

Copies of all concrete tickets are required for concrete used during that pay period; a separate summary is required for the Quantity of High Early Strength Concrete and includes the ticket number, date and address where it was poured.

**PAY ITEM**

**PAY UNIT**

Concrete Gutter Overlay	L.F.
Curb & Gutter, Type (___), (Section___'___")	L.F.
Combination Curb, Gutter and Sidewalk (___'___")	L.F.

Payment shall be full compensation for labor and materials including, but not limited to, reconditioning, grading, backfill including topsoil and soil amendments, compaction, quality control material testing, curing compound, control and expansion joint and sealant as required to complete these Pay Items.

When the contract does not include pay items for FIRBERMESH or APPROVED EQUIVALENT reinforcement additive, cure-sealer, curing compound, saw cut for construction, control or expansion joints and sealant will not be paid for separately but shall be included in the related concrete work.

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

Excavation to proposed sub-grade elevation will not be paid for separately but shall be included in the related curb & gutter.

**END OF REVISION OF SECTION 609**

**REVISION OF SECTION 623  
IRRIGATION SYSTEM**

Section 623 of the Standard Specifications is revised as follows:

Subsection 623.01 is revised to include the following:

Irrigation systems within twelve inches (12”) of the reconstruction areas which are damaged as a result of the reconstruction activity will be repaired and paid for. Irrigation systems beyond this limit which are damaged by the Contractor will be repaired by the Contractor at no expense to the City.

Subsection 623.02 is revised to include the following:

Materials required to be replaced shall be of like kind to those removed. If like kind materials are unavailable, the Contractor may substitute comparable materials of comparable quality, if approved by the Project Manager.

Materials used in areas under the jurisdiction of the Denver Parks Department shall comply to the current specifications of that department.

Subsection 623.28 is revised to include the following:

Pipes and fittings will be measured by the lineal foot, regardless of type, size or manufacturer and shall be paid under “Sprinkler System – Irrigation Reconstruction.”

New Sprinkler heads will be measured per each, regardless of type, size or manufacturer, and shall be paid under “Sprinkler System – Sprinkler Head.”

Sprinkler heads to be adjusted will be measured per each regardless of type, size or manufacturer, and shall be paid under “Sprinkler System – Adjust Sprinkler Head.”

Subsection 623.32 is revised to include the following:

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

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Sprinkler System – Irrigation Reconstruction	L.F.
Sprinkler System – New Sprinkler Head	EA
Sprinkler System – Adjust Sprinkler Head	EA

**END OF REVISION OF SECTION 623**

**REVISION OF SECTION 625  
CONSTRUCTION SURVEYING**

Section 625 of the Standard Specifications is hereby clarified with the following:

The Contractor shall furnish all equipment, materials and qualified personnel/labor as needed for construction staking and to establish lines and grades as necessary to complete the work and ensure drainage.

When the contract does not include pay items for Construction Surveying, this item will not be paid for separately but shall be included in the work.

**END OF REVISION OF SECTION 625**

## **REVISION OF SECTION 626**

### **MOBILIZATION**

Section 626 of the Standard Specifications is revised as follows:

Section 626.01 shall be revised to including the following:

The list of work locations for this project is not included within this Contract document. A sample of the "Potential Work Locations Map" is included in the APPENDICES at the end of the Technical Specifications. The scope of work with the locations will be assigned utilizing the "Work Initiation Form" (a sample is included in the APPENDICES at the end of the Technical Specifications) by a location or groups of locations after the Notice to Proceed. Work assignments may be requested in these "Potential Work Locations" or other requested locations where spot repairs are needed utilizing the Work Initiation Form by the Project Manager. Concrete repair locations are generated through complaints and generally follow the City of Denver's current and projected Annual Street Paving Program with the focus on building curb ramps. There is no guarantee that all the locations assigned will be done under the Contract or that the locations will be done in any priority order. The Contractor shall consider that mobilization costs are not paid separately when scheduling this work and are included in the related concrete repair work. Locations are Citywide and are a combination of ramp requests, individual spot repairs or could include several City blocks in a neighborhood. The Project Manager may revise, add or delete locations for which the Contractor will arrange Blue Stake locates; City of Denver Right-of-Way and Denver Parks permits and coordinate notification with all affected municipal, utility and property owner and provide a weekly work schedule in advance to the Project Manager for approval prior to performing the work for each and all the assigned work locations. The Contractor shall normally not schedule work on Saturdays, Sundays, City of Denver observed Holidays or City of Denver furlough days.

Section 626.02 of the Standard Specifications is hereby revised as follows:

Mobilization shall not be measured and paid for separately but shall be included in the price of the work.

**END OF REVISION OF SECTION 626**

**REVISION OF SECTION 627  
PAVEMENT MARKING**

Section 627 of the Standard Specifications is revised as follows:

Subsection 627.01 is revised to include the following:

The Contractor is responsible for installation and removal of temporary pavement marking. The Contractor shall coordinate the work of the striping Contractor, including traffic control devices and flaggers.

Subsection 627.03 is revised to include the following:

The Contractor shall replace permanent pavement markings damaged or removed as a result of the work. Pavement marking material shall be new material of the same type which existed prior to the work commencing.

Subsection 627.11 is revised as follows:

Installation and removal of temporary pavement marking will not be measured and paid for separately, but shall be included in the cost of item 412.

Permanent paving marking will not be measured and paid for separately, but shall be included in the cost of the related asphalt or Concrete Street paving bid item.

**END54768 OF REVISION OF SECTION 627**

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

Section 630 of the Standard Specifications is hereby revised as follows:

Subsection 630.01 shall be modified to read:

...as required by, in descending order of precedence, these plans and special specifications, Traffic Barricade Manual published by the City and County of Denver, the Standard Specifications, as augmented by the Colorado Department of Transportation M and/or S standards, and the Manual on Uniform Traffic Control Devices for Streets and Highways.

Subsection 630.02 through 630.08 shall be as provided in the City and County of Denver Traffic Barricade manual, latest edition. Modifications to said manual are:

Section III shall include:

Traffic Control. Traffic control through the construction area is the responsibility of the Contractor. Before starting construction the Contractor shall submit, in writing, the proposed Method of Handling Traffic (MHT) for the initial phase of construction. When a different MHT is required for a subsequent construction phase, it must be submitted two weeks prior to starting that phase. All proposed MHTs shall be approved, in writing, by the Project Manager. No phase of construction shall start until an acceptable MHT has been received and approved by the Project Manager. The proposed methods shall include, as a minimum, the following:

A detailed diagram that shows the location of all sign placements, including advance construction signs (if not previously approved) and speed limit signs; method, length and time duration for lane closures; and location of flag persons.

Certain traffic control devices may be used for more than one operation or phase.

Number of hours for uniformed traffic control shall be tabulated for submittal.

Approval of the proposed MHT is intended to indicate those devices for which payment is to be made. Such approval does not relieve the Contractor of liability specifically assigned to him under the contract. The Contractor shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, and obstructions.

VI.B.3 therein shall include:

Non-metallic drums may be substituted for vertical panel channelizing devices.

VI.F shall include:

The Contractor shall, at the preconstruction conference, designate one of his employees, other than the Superintendent, to be responsible for traffic control management. This responsibility shall include management of the Contractor's signing and all other details covered by the Specifications which contribute to the convenience, safety, and orderly movement of traffic and to the comfort of the traveling public. The designated employee will have the Certification of the Traffic Control Supervisor as a Worksite Traffic Supervisor by the American Traffic Safety Services Association (ATSSA) in lieu of completion of the CDOT minimum training requirements.

Traffic control management shall be maintained on a 24-hour per day basis. The Contractor shall make arrangements so that the Traffic Control Supervisor or his approved representative will be available on every working day, "on call" at all times and available upon the Project Manager's request at other than normal working hours. The Traffic Control Supervisor shall have an up-to-date copy of part VI of the MUTCD, pertaining to traffic controls for street and highway construction, as well as the City and County Traffic Barricade manual, available at all times.

VI.F.2 The third item shall read:

The flagger's STOP/SLOW sign paddle shall be 18 inches with letters six inches high.

Subsections 630.09 through 630.14 of the Standard Specifications shall apply except as otherwise provided herein.

Subsection 630.09 (4) shall be revised to include the following:

Access to driveways shall be maintained at all times during construction. The Contractor shall coordinate driveway work with the property owner.

Subsection 630.14 shall be replaced as follows:

Payment for traffic control shall be as follows:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Traffic Control Arterial*	LS/DAY
Traffic Control Local/Collector*	LS/DAY
Uniformed Traffic Control Officer	HOUR

The amount paid per day shall not exceed one unit of Traffic Control for an Arterial, one unit of traffic control for Local/Collector and includes all materials, equipment, personnel and traffic controls plans to conform to all Rules & Regulations for any Street Occupancy Request required to complete the assigned work by the City of Denver, adjacent municipalities and CDOT.

\* - The designation of which roads are arterials and which roads are local/collector and shall be determined using the Cities pre-designation found on the City's GIS system.

Subsection 630.15 shall be revised to include the following:

When the contract bid schedule includes Traffic Control pay items as a lump sum per day:

The PAY UNIT: LS/DAY for Traffic Control Arterial and Traffic Control Local/Collector shall be defined for the purposes of this Contract only include a work day when the Contractor is on-site completing some phase of the assigned repair work from 12:00 midnight to 12:00 midnight, furthermore weekends, City Holidays, City furlough days and days the Contractor is not on-site completing work other than Traffic Control are not included in this Pay Item. Traffic Control devices will not be measured but will be paid for on a lump Sum basis.

When the contract bid schedule does not include pay items for Traffic Control; Payment for all Traffic Control shall be included in the work.

**END OF REVISION OF SECTION 630**



**SECTION 631  
PUBLIC INFORMATION SERVICES**

**DESCRIPTION**

**631.01** The work consists of providing various public involvement activities for the project.

**REQUIREMENTS**

**631.02** The Contractor shall provide the following public information services on an ongoing basis throughout the duration of the project:

- (a) A contact person for the project shall be designated by the Contractor at the pre-construction meeting. This individual shall be primarily responsible for maintaining communications with the Project Manager and affected businesses and property owners.
- (b) The Contractor will also distribute flyers to all residences and businesses impacted by construction no less than 48 hours prior to commencing removal operations, outlining the proposed work as well as the company name, phone number, and contact person familiar with the project. The flyer shall be submitted for City approval at the preconstruction conference prior to distribution on the job site. The cost of the flyer and its distribution shall be included in the work.
- (c) The Contractor shall maintain a written log detailing the time, date, name, contact information, location, nature of the call or complaint and resolution (if needed) regarding any and all contacts from constituents. The Contractor will revise and submit a current copy of this log with each Application for Payment.

**METHOD OF MEASUREMENT**

**631.03** Public information services will not be measured and paid for separately, but shall be included in the work.

**END OF SECTION 631**

**REVISION OF SECTION 705  
JOINT, WATERPROOFING AND BEARING MATERIALS**

Section 705 of the Standard specifications is hereby revised for this project as follows:

Subsection 705.01(a) shall be revised to include the following:

Sealant shall be heated only for the time limit recommended by the manufacturer. Also, the sealant shall not be reheated more times than recommended by the manufacturer.

Subsection 705.01 shall be revised to include the following:

*(c) Hot Joint Sealants, Concrete Pavement.* Hot-poured joint sealer material for concrete slab joints shall conform to the requirements of ASTM D 1190 or ASTM D 3405 and to the following:

Mortar blocks for the bond test shall be as described in ASTM D 1191

Coal tar base material is not acceptable.

The shipping containers shall be marked by the manufacturer with the name of the material, the name and brand of the manufacturer, the weight, the batch number and the safe heating temperature.

The materials shall be stored in accordance with manufacturer's recommendations, but they shall not be exposed to ambient temperatures in excess of 125 degrees F, or stored in direct sunlight.

The sealer material shall be melted in a heating kettle, or tank, constructed as a double boiler, with a space between the inner and outer shells filled with oil, asphalt, or other material for heat transfer and for positive temperature control.

The heating and melting unit shall be equipped so that the heat may be adjusted to provide control of the temperature of the heating medium used for melting the sealer material. The sealer material shall not be subjected to temperatures in excess of 450 degrees F at any stage or time during the melting operation.

When the contract bid schedule does not include pay items for Joint, Waterproofing and Bearing Materials; Payment for all Joint, Waterproofing and Bearing Materials shall be included in the work.

**END OF REVISION OF SECTION 705**

**REVISION OF SECTION 711  
CONCRETE CURING MATERIALS AND ADMIXTURES**

Section 711.01 Concrete Curing Materials shall be modified; Liquid Membrane-Forming Compounds for Curing Concrete AASHTO M148, TYPE curing compound is deleted and shall additionally require:

For Portland Cement Concrete Pavement placed between April 1 through September 14 the impervious membrane curing compound shall meet or exceed ASTM-309 Type 2 and must be clear for colored concrete.

For Portland Cement Concrete Pavement placed between September 15 through March 31 a combination cure-sealer shall be used that meets or exceeds ASTM-1315 Type I, Class A (clear, non-yellowing). The compound must be an acrylic copolymer type, non-freezing solvent based, with a minimum of 25% solids content. Compound must be VOC compliant in accordance with EPA 40 CFR Part 59. The final gloss appearance will serve as proof of application.

The Contractor shall use the cure-sealer according to the manufacturers recommendations so that when applied it will not adversely affect the skid resistance of the pavement.

The Contract does not include separate pay items for Concrete Curing Materials; these items will not be paid for separately but shall be included in the work.

## **APPENDICES**

- A. Work Initiation Form**
- B. Field Measurement Report**
- C. Potential Work Locations Map**

## Work Initiation Request:

<b>Contract Number:</b>	<b>Project Name:</b>	<b>Date Generated:</b>	<b>Location:</b> See attached documents
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Work Type: **Ramp Request**

Description of work requested:

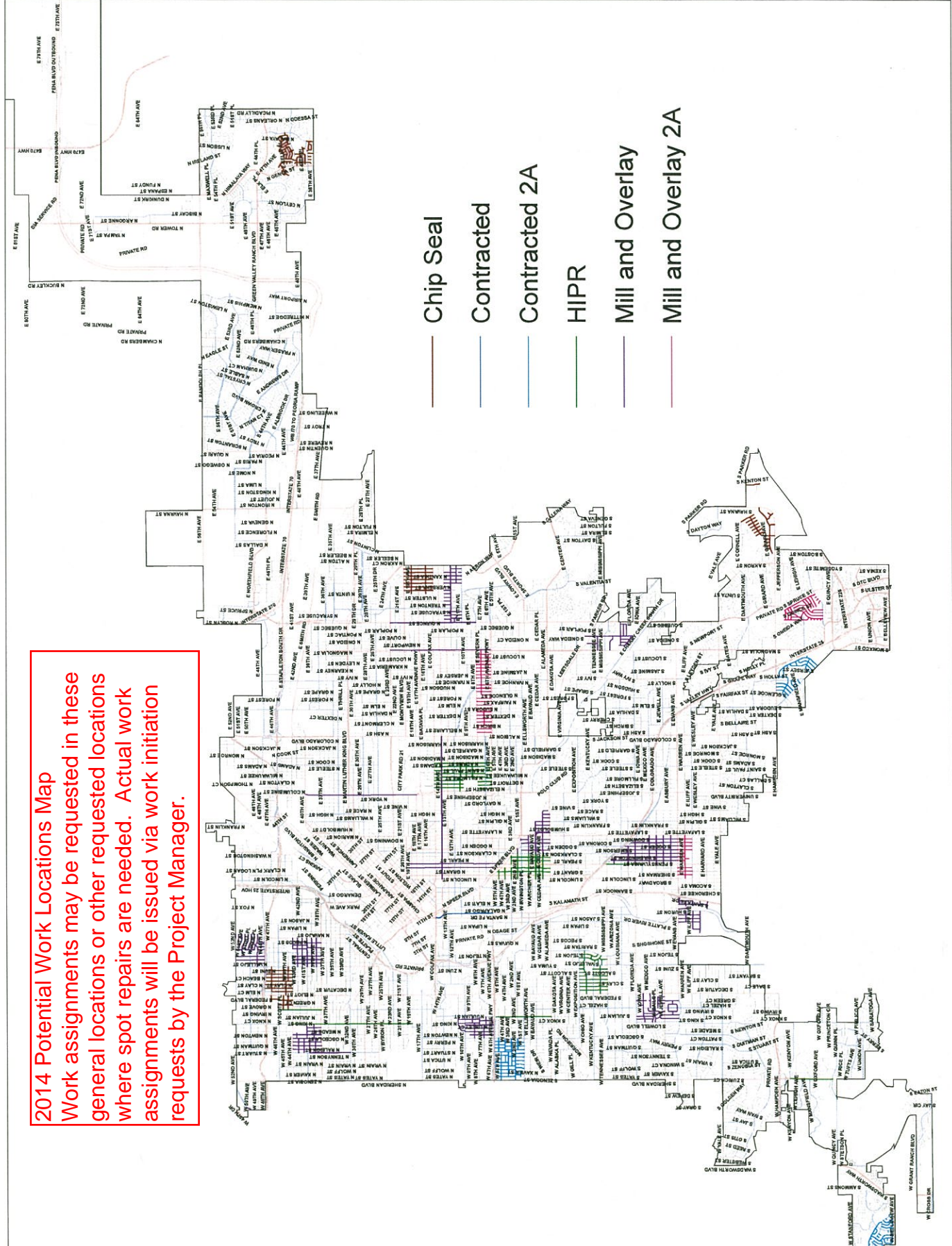
Sample

Estimate of Work						
Curb and Gutter	Combo CG & SW	Crosspan	Concrete Paving	H/C ramps	Asphalt	Traffic Control

Author				
	Printed Name	Title	Signature	Date



**2014 Potential Work Locations Map**  
 Work assignments may be requested in these general locations or other requested locations where spot repairs are needed. Actual work assignments will be issued via work initiation requests by the Project Manager.



- Chip Seal
- Contracted
- Contracted 2A
- HIPR
- Mill and Overlay
- Mill and Overlay 2A