

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Contract Documents

Contract Number: 201952601



**High Line Canal Trail Underpass at Parker Rd.
and Mississippi Ave.**

December 18, 2019



NOTICE TO APPARENT LOW BIDDER

Ralph L. Wadsworth Construction Co., LLC
9351 Grant Street, Suite 110
Thornton, CO 80229

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **February 20, 2020**, for work to be done and materials to be furnished in and for:

CONTRACT-201952601

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: **One Hundred Thirty-Six (136) total bid items, which includes Five (5) Force Accounts (201-00000 through 700-70497)** the total estimated cost thereof being: **Five Million, One Hundred Seventy-One Thousand, Eighty Six Dollars, and Ninety-Six Cents (\$5,171,086.96)**.

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

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

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

All construction Contracts made and entered into by the City and County of Denver are subject to Affirmative Action and Equal Opportunity Rules and Regulations, as adopted by the Manager of Department of Transportation and Infrastructure, and each contract requiring payment by the City of one-half million dollars (\$500,000.00) or more shall first be approved by the City Council acting by ordinance 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 TO APPARENT LOW BIDDER

CONTRACT NO. 201952601

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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 23rd day of July 2020.

CITY AND COUNTY OF DENVER

By: *Eulois Cleckley*
for Eulois Cleckley
Executive Director of the
Department of Transportation and Infrastructure

cc: (CAO), Treasury (taxaudadmin@denvergov.org), (Lisa Hilt, PM), Prevailing Wage (prevailingwage@denvergov.org), File

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Bid Form

Contract Number: 201952601



**High Line Canal Trail Underpass at Parker Rd.
and Mississippi Ave.**

December 18, 2019

CITY AND COUNTY OF DENVER

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

BIDDER'S CHECKLIST

These forms comprise the Bid Form and Submittal Package. 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.

FORM/ PAGE NO.	COMMENTS	COMPLETE
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 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/Women 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"/>
BF-21- BF-24	a.) Each bidder, as a condition of responsiveness to this solicitation, shall <u>complete and return</u> the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their Bid.	<input type="checkbox"/>

Textura® Construction Payment Management System (“Textura”)

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

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

For more information:

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

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

BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

CONTRACT NO. 201952601

HIGH LINE CANAL TRAIL UNDERPASS AT PARKER RD. AND MISSISSIPPI AVE.

BIDDER: Ralph L. Wadsworth Construction Company, LLC
(Legal Name per Colorado Secretary of State)

ADDRESS: 9351 Grant Street Suite 110
Thornton, Colorado 80229

CONTACT PERSON FOR ALL MATTERS RELATING TO THIS DOCUMENT:

NAME: David Riecken **TITLE:** Sr. Estimator
EMAIL: driecken@wadsco.com **PHONE NUMBER:** (303)802-5808

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. 201952601, High Line Canal Trail Underpass at Parker Rd. and Mississippi Ave.** made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated December 18, 2019.

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

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

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

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

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

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

BIDDER:

Name: Ralph L. Wadsworth Construction Company, LLC

By: 

Title: Brandon Squire/President

ATTEST:

By: 



[SEAL]

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

BID FORM

**CONTRACT NO. 201952601
HIGH LINE CANAL TRAIL UNDERPASS AT PARKER RD. AND MISSISSIPPI AVE.**

BIDDER Ralph L. Wadsworth Construction Company, LLC
(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 **December 18, 2019**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 201952601, High Line Canal Trail Underpass at Parker Rd. and Mississippi Ave.**, in Denver, Colorado, in full accordance with and conformity to the Plans, Technical Specifications, and Contract Documents hereto attached or by reference made a part hereof, at and for the following price(s) set forth on this Bid Form.

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

Advertisement of Notice of Invitation for Bids
Instructions to Bidders
Commitment to M/WBE Participation
Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C.
Bid Bond
Addenda (as applicable)
Equal Employment Opportunity Provisions (Appendix A and Appendix F)
Bid Form
Contract Form
General Contract Conditions
Special Contract Conditions
Performance and Payment Bond
Notice to Apparent Low Bidder
Notice to Proceed
Contractor's Certification of Payment Form
Final/Partial Lien Release Form
Final Receipt
Change Orders (as applicable)
Federal Requirements (as applicable)
Prevailing Wage Rate Schedule(s)
Technical Specifications
Contract Drawing
Accepted Shop Drawings
Certificate of Insurance

Item No.	Description and Price	Estimated Quantity	Estimated Cost
201-00000	Clearing and Grubbing at the unit price of \$ <u>81,444⁰⁰</u> per Lump Sum	1 LS	\$ <u>81,444⁰⁰</u>
202-00010	Removal of Tree at the unit price of \$ <u>325⁰⁰</u> per Each	11 EA	\$ <u>35,750⁰⁰</u>
202-00035	Removal of Pipe at the unit price of \$ <u>90⁰⁰</u> per Linear Foot	16 LF	\$ <u>1,440⁰⁰</u>
202-00155	Removal of Wall at the unit price of \$ <u>30⁰⁰</u> per Linear Foot	55 LF	\$ <u>1,650⁰⁰</u>
202-00200	Removal of Sidewalk at the unit price of \$ <u>12⁰⁰</u> per Square Yard	356 SY	\$ <u>4,272⁰⁰</u>
202-00203	Removal of Curb and Gutter at the unit price of \$ <u>5⁰⁰</u> per Linear Foot	565 LF	\$ <u>2,825⁰⁰</u>
202-00210	Removal of Concrete Pavement at the unit price of \$ <u>18⁰⁰</u> per Square Yard	116 SY	\$ <u>2,088⁰⁰</u>
202-00220	Removal of Asphalt Mat at the unit price of \$ <u>10.31</u> per Square Yard	2,737 SY	\$ <u>28,218.47</u>
202-00250	Removal of Pavement Marking at the unit price of \$ <u>2.94</u> per Square Yard	5,047 SF	\$ <u>14,838.18</u>
202-00400	Removal of Bridge (Ped Bridge) at the unit price of \$ <u>15,000⁰⁰</u> per Each	1 EA	\$ <u>15,000⁰⁰</u>
202-00810	Removal of Ground Sign at the unit price of \$ <u>86.17</u> per Each	2 EA	\$ <u>172.34</u>
203-00010	Unclassified Excavation (Complete In Place) at the unit price of \$ <u>20.56</u> per Cubic Yard	2,190 CY	\$ <u>45,026.40</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
203-00050	Unsuitable Material at the unit price of \$ <u>57.10</u> per Cubic Yard	100 CY	\$ <u>5710.⁰⁰</u>
203-01500	Blading at the unit price of \$ <u>157.59</u> per Hour	26 HR	\$ <u>4096.82</u>
203-01510	Backhoe at the unit price of \$ <u>185.01</u> per Hour	52 HR	\$ <u>9620.52</u>
203-01550	Dozing at the unit price of \$ <u>142.09</u> per Hour	52 HR	\$ <u>7,387.64</u>
203-01594	Combination Loader at the unit price of \$ <u>94.47</u> per Hour	26 HR	\$ <u>2456.22</u>
203-01597	Potholing (Special) at the unit price of \$ <u>350.90</u> per Each	40 EA	\$ <u>14,036.00</u>
206-00000	Structure Excavation at the unit price of \$ <u>23.⁰⁰</u> per Cubic Yard	7,214 CY	\$ <u>165,922.⁰⁰</u>
206-00065	Structure Backfill (Flow-Fill) at the unit price of \$ <u>120.74</u> per Cubic Yard	4,442 CY	\$ <u>536,327.08</u>
206-00100	Structure Backfill (Class 1) at the unit price of \$ <u>57.62</u> per Cubic Yard	622 CY	\$ <u>35,839.64</u>
206-00200	Structure Backfill (Class 2) at the unit price of \$ <u>44.04</u> per Cubic Yard	40 CY	\$ <u>1761.60</u>
206-01781	Shoring (Area 1) at the unit price of \$ <u>107,000.⁰⁰</u> per Lump Sum	1 LS	\$ <u>107,000.⁰⁰</u>
206-01782	Shoring (Area 2) at the unit price of \$ <u>108,955.⁰⁰</u> per Lump Sum	1 LS	\$ <u>108,955.⁰⁰</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
206-01783	Shoring (Area 3) at the unit price of \$ <u>22,555.⁰⁰</u> per Lump Sum	1 LS	\$ <u>22,555.⁰⁰</u>
206-01784	Shoring (Area 4) at the unit price of \$ <u>25,250.⁰⁰</u> per Lump Sum	1 LS	\$ <u>25,250.⁰⁰</u>
207-00205	Topsoil at the unit price of \$ <u>21.82</u> per Cubic Yard	494 CY	\$ <u>10,779.08</u>
208-00002	Erosion Log Type 1 (12 in) at the unit price of \$ <u>5.65</u> per Linear Foot	110 LF	\$ <u>621.50</u>
208-00020	Silt Fence at the unit price of \$ <u>1.78</u> per Linear Foot	1,600 LF	\$ <u>2848.⁰⁰</u>
208-00035	Aggregate Bag at the unit price of \$ <u>16.16</u> per Linear Foot	24 LF	\$ <u>387.84</u>
208-00045	Concrete Washout Structure at the unit price of \$ <u>11,800.⁰⁰</u> per Each	1 EA	\$ <u>11,800.⁰⁰</u>
208-00070	Vehicle Tracking Pad at the unit price of \$ <u>5354.73</u> per Each	2 EA	\$ <u>10,709.46</u>
208-00103	Removal and Disposal of Sediment (Labor) at the unit price of \$ <u>40.90</u> per Hinear Foot	52 HR	\$ <u>2126.80</u>
208-00105	Removal and Disposal of Sediment (Equipment) at the unit price of \$ <u>128.93</u> per Hinear Foot	52 HR	\$ <u>6704.36</u>
208-00106	Sweeping (Sediment Removal) at the unit price of \$ <u>134.64</u> per Hour	26 HR	\$ <u>3,500.64</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
208-00107	Removal of Trash at the unit price of \$ <u>46.64</u> per Hour	52 HR	\$ <u>2425.28</u>
208-00207	Erosion Control Supervisor at the unit price of \$ <u>242.36</u> per Day	26 DAY	\$ <u>6301.36</u>
209-00100	Water (Landscaping) at the unit price of \$ <u>242.36</u> per Thousand Gallons	83 MGAL	\$ <u>20,115.88</u>
210-00815	Reset Sign Panel at the unit price of \$ <u>754.00</u> per Each	6 EA	\$ <u>4524.00</u>
212-0000A	Tree Retention and Protection at the unit price of \$ <u>5,000</u> per Lump Sum	1 LS	\$ <u>5,000</u>
212-00006	Seeding (Native) at the unit price of \$ <u>1050.21</u> per Acre	1.0 ACRE	\$ <u>1050.21</u>
212-00032	Soil Conditioning at the unit price of \$ <u>1304.41</u> per Acre	1.0 ACRE	\$ <u>1304.41</u>
212-00047	Soil Preparation (Special) at the unit price of \$ <u>6845.21</u> per Acre	1.0 ACRE	\$ <u>6845.21</u>
213-00002	Mulching (Weed Free Hay) at the unit price of \$ <u>1378.73</u> per Acre	1.0 ACRE	\$ <u>1378.73</u>
213-00061	Mulch Tackifier at the unit price of \$ <u>5.39</u> per Pound	154 LB	\$ <u>830.06</u>
214-00000	Landscape Maintenance at the unit price of \$ <u>8078.53</u> per Lump Sum	1 LS	\$ <u>8078.53</u>
240-00000	Wildlife Biologist at the unit price of \$ <u>107.71</u> per Hour	20 HR	\$ <u>2154.20</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
240-00010	Removal of Nests at the unit price of \$ <u>83.48</u> per Hour	20 HR	\$ <u>1669.60</u>
250-00010	Environmental Health and Safety Management at the unit price of \$ <u>3769.98</u> per Lump Sum	1 LS	\$ <u>3769.98</u>
304-06007	Aggregate Base Course (Class 6) at the unit price of \$ <u>57.26</u> per Cubic Yard	699 CY	\$ <u>40,024.74</u>
304-09000	Aggregate Base Course (Special) at the unit price of \$ <u>130.76</u> per Cubic Yard	65 CY	\$ <u>8,499.40</u>
403-00720	Hot Mix Asphalt (Patching) (Asphalt) at the unit price of \$ <u>192.82</u> per Ton	31 TON	\$ <u>5977.42</u>
403-33841	Hot Mix Asphalt (Grading S) (100) (PG 64-22) at the unit price of \$ <u>125.98</u> per Ton	769 TON	\$ <u>96,878.62</u>
403-34871	Hot Mix Asphalt (Grading SX) (100) (PG 76-28) at the unit price of \$ <u>160.60</u> per Ton	279 TON	\$ <u>44,829.72</u>
411-10255	Emulsified Asphalt (Slow-Setting) at the unit price of \$ <u>4.89</u> per Gallon	466 GAL	\$ <u>2,278.74</u>
412-01100	Concrete Pavement (11 Inch) at the unit price of \$ <u>98.22</u> per Square Yard	175 SY	\$ <u>17,188.50</u>
504-06406	Soil Nail at the unit price of \$ <u>35.19</u> per Linear Foot	2,592 LF	\$ <u>91,212.48</u>
504-06410	Verification Testing at the unit price of \$ <u>1759.14</u> per Each	2 EA	\$ <u>3518.28</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
514-00200	Pedestrian Railing (Steel) at the unit price of \$ <u>212.19</u> per Linear Foot	780 LF	\$ <u>165,508.20</u>
515-00120	Waterproofing (Membrane) at the unit price of \$ <u>21.17</u> per Square Yard	1,120 SY	\$ <u>23,710.40</u>
601-01030	Concrete Class B (Box Culvert) at the unit price of \$ <u>686.52</u> per Cubic Yard	64 CY	\$ <u>43,937.28</u>
601-03050	Concrete Class D (Wall) at the unit price of \$ <u>1069.20</u> per Cubic Yard	353 CY	\$ <u>377,639.40</u>
601-40300	Structural Concrete Coating at the unit price of \$ <u>12.12</u> per Square Yard	348 SY	\$ <u>4,217.76</u>
601-40302	Structural Concrete Coating (Anti-Graffiti) at the unit price of \$ <u>1.35</u> per Sqare Foot	11,539 SF	\$ <u>15,577.65</u>
602-00000	Reinforcing Steel at the unit price of \$ <u>1.06</u> per Pound	10,926 LB	\$ <u>11,581.56</u>
602-00020	Reinforcing Steel (Epoxy Coated) at the unit price of \$ <u>1.24</u> per Pound	40,099 LB	\$ <u>49,722.76</u>
603-01155	15 Inch Reinforced Concrete Pipe (Complete In Place) at the unit price of \$ <u>73.21</u> per Linear Foot	294 LF	\$ <u>21,523.74</u>
603-01365	36 Inch Reinforced Concrete Pipe (Complete In Place) at the unit price of \$ <u>299.42</u> per Linear Foot	16 LF	\$ <u>4,790.72</u>
603-71410	14x10 Foot Concrete Box Culvert (Precast) at the unit price of \$ <u>1963.51</u> per Linear Foot	246 LF	\$ <u>4,584,23.46</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
604-00305	Inlet Type C (5 Foot) at the unit price of \$ <u>3715.05</u> per Each	1 EA	\$ <u>3715.05</u>
604-30015	Manhole Slab Base (15 Foot) at the unit price of \$ <u>8587.21</u> per Each	3 EA	\$ <u>25,761.63</u>
605-00004	4 Inch Non-Perforated Pipe Underdrain at the unit price of \$ <u>20.68</u> per Linear Foot	245 LF	\$ <u>5,066.60</u>
605-00040	4 Inch Perforated Pipe Underdrain at the unit price of \$ <u>27.04</u> per Linear Foot	141 LF	\$ <u>3812.64</u>
605-83002	Geocomposite Drain with Pipe at the unit price of \$ <u>22.96</u> per Square Yard	693 SY	\$ <u>15,911.28</u>
606-00301	Guardrail Type 3 (6-3 Post Spacing) at the unit price of \$ <u>32.15</u> per Linear Foot	180 LF	\$ <u>5787.00</u>
606-00910	Guardrail Type 9 (Style CA) at the unit price of \$ <u>124.09</u> per Linear Foot	136 LF	\$ <u>16,876.24</u>
606-01340	End Anchorage Type 3D at the unit price of \$ <u>1373.35</u> per Each	1 EA	\$ <u>1373.35</u>
606-01370	Transition Type 3G at the unit price of \$ <u>3015.99</u> per Each	1 EA	\$ <u>3015.99</u>
606-02003	End Anchorage (Nonflared) at the unit price of \$ <u>3231.41</u> per Each	2 EA	\$ <u>6462.82</u>
607-11525	Fence (Plastic) at the unit price of \$ <u>2.82</u> per Linear Foot	2,000 LF	\$ <u>5640.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
608-00006	Concrete Sidewalk (6 Inch) at the unit price of \$ <u>68.68</u> per Square Yard	1,189 SY	\$ <u>81,660.52</u>
608-00010	Concrete Curb Ramp at the unit price of \$ <u>260.98</u> per Square Yard	21 SY	\$ <u>5,480.54</u>
608-00024	Concrete Bikeway (4 Inch) at the unit price of \$ <u>66.30</u> per Square Yard	28 SY	\$ <u>1,856.40</u>
608-00028	Concrete Bikeway (8 Inch) at the unit price of \$ <u>84.53</u> per Square Yard	802 SY	\$ <u>67,793.06</u>
608-00350	Concrete Sidewalk (Colored) (6 inch) at the unit price of \$ <u>93.45</u> per Square Yard	207 SY	\$ <u>19,344.15</u>
609-20012	Curb Type 2 (Section M) (Special) at the unit price of \$ <u>13.06</u> per Linear Foot	100 LF	\$ <u>1,306.00</u>
609-21020	Curb and Gutter Type 2 (Section II-B) at the unit price of \$ <u>28.31</u> per Linear Foot	368 LF	\$ <u>10,418.08</u>
609-21021	Curb and Gutter Type 2 (Section II-M) at the unit price of \$ <u>33.52</u> per Linear Foot	73 LF	\$ <u>2,446.96</u>
609-24002	Gutter Type 2 (2 Foot) at the unit price of \$ <u>17.64</u> per Linear Foot	469 LF	\$ <u>8,273.16</u>
612-00041	Delineator (Flexible) (Type I) at the unit price of \$ <u>134.64</u> per Each	4 EA	\$ <u>538.56</u>
613-00100	1 Inch Electrical Conduit at the unit price of \$ <u>37.70</u> per Linear Foot	10 LF	\$ <u>377.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
613-00150	1-1/2 Inch Electrical Conduit at the unit price of \$ <u>31.66</u> per Linear Foot	405 LF	\$ <u>14037.30</u>
613-01150	1-1/2 Inch Electrical Conduit (Plastic) at the unit price of \$ <u>20.04</u> per Linear Foot	80 LF	\$ <u>1603.20</u>
613-01200	2 Inch Electrical Conduit (Plastic) at the unit price of \$ <u>23.10</u> per Linear Foot	50 LF	\$ <u>1155.00</u>
613-07000	Pull Box (Special) at the unit price of \$ <u>645.58</u> per Each	11 EA	\$ <u>7101.38</u>
613-07011	Pull Box (11"x18"x12") at the unit price of \$ <u>1632.42</u> per Each	1 EA	\$ <u>1632.42</u>
613-10000	Wiring at the unit price of \$ <u>5951.74</u> per Lump Sum	1 LS	\$ <u>5951.74</u>
613-70150	Luminaire High Pressure Sodium (150 Watt) (w/ Vandal Cage) at the unit price of \$ <u>597.21</u> per Each	11 EA	\$ <u>6569.31</u>
614-00000	2" Telspar Tubing Square 12 Gauge Steel at the unit price of \$ <u>23.70</u> per Linear Foot	90 LF	\$ <u>2133.00</u>
614-00011	Sign Panel (Class I) at the unit price of \$ <u>45.24</u> per Square Foot	13 SF	\$ <u>588.12</u>
619-00005	Water Line (Denver Water) at the unit price of \$ <u>598,000</u> per Lump Sum	1 LS	\$ <u>598,000</u>
619-00005A	Water Line (CCVWSD) at the unit price of \$ <u>128,000</u> per Lump Sum	1 LS	\$ <u>128,000</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
620-00002	Field Office (Class 2) at the unit price of \$ <u>54,345.73</u> per Each	1 EA	\$ <u>54,345.73</u>
620-00020	Sanitary Facility at the unit price of \$ <u>3769.98</u> per Each	1 EA	\$ <u>3769.98</u>
621-00450	Detour Pavement at the unit price of \$ <u>77.43</u> per Square Yard	700 SY	\$ <u>54,201.00</u>
622-00010	Inverted 'U' Bicycle Rack at the unit price of \$ <u>538.57</u> per Each	10 EA	\$ <u>5,385.70</u>
625-00000	Construction Surveying at the unit price of \$ <u>22,624.00</u> per Lump Sum	1 LS	\$ <u>22,624.00</u>
626-00000	Mobilization at the unit price of \$ <u>422,165.00</u> per Lump Sum	1 LS	\$ <u>422,165.00</u>
626-01000	Public Information Services at the unit price of \$ <u>15,000.00</u> per Lump Sum	1 LS	\$ <u>15,000.00</u>
627-00008	Modified Epoxy Pavement Marking at the unit price of \$ <u>418.88</u> per Gallon	90 GAL	\$ <u>37,699.20</u>
627-00011	Pavement Marking Paint (Waterborne) at the unit price of \$ <u>227.81</u> per Gallon	49 GAL	\$ <u>11,162.69</u>
627-30405	Preformed Thermoplastic Pavement Marking (Word-Symbol) at the unit price of \$ <u>23.52</u> per Square Foot	228 SF	\$ <u>5362.56</u>
627-30410	Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line) at the unit price of \$ <u>16.17</u> per Sinear Foot	328 SF	\$ <u>5,303.76</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
629-01005	Survey Monument (Type 5) at the unit price of \$ <u>885.60</u> per Each	1 EA	\$ <u>885.60</u>
630-00000	Flagging at the unit price of \$ <u>33.98</u> per Hour	2,720 HR	\$ <u>92,153.60</u>
630-00007	Traffic Control Inspection at the unit price of \$ <u>284.16</u> per Day	105 DAY	\$ <u>29,836.80</u>
630-00012	Traffic Control Management at the unit price of \$ <u>863.42</u> per Day	275 DAY	\$ <u>237,440.50</u>
630-80335	Barricade (Type 3 M-A) (Temporary) at the unit price of \$ <u>109.29</u> per Each	10 EA	\$ <u>1,092.90</u>
630-80341	Construction Traffic Sign (Panel Size A) at the unit price of \$ <u>87.43</u> per Each	120 EA	\$ <u>10,491.60</u>
630-80342	Construction Traffic Sign (Panel Size B) at the unit price of \$ <u>87.43</u> per Each	6 EA	\$ <u>524.58</u>
630-80344	Construction Traffic Sign (Special) at the unit price of \$ <u>27.32</u> per Square Foot	4 SF	\$ <u>109.28</u>
630-80355	Portable Message Sign Panel at the unit price of \$ <u>7934.70</u> per Each	7 EA	\$ <u>55,542.90</u>
630-80358	Advance Warning Flashing or Sequencing Arrow Panel (C Type) at the unit price of \$ <u>2,153.08</u> per Each	2 EA	\$ <u>4,306.16</u>
630-80360	Drum Channelizing Device at the unit price of \$ <u>27.32</u> per Each	20 EA	\$ <u>546.40</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
630-80363	Drum Channelizing Device (With Light) (Flashing) at the unit price of \$ <u>38.25</u> per Each	10 EA	\$ <u>382.50</u>
630-80370	Concrete Barrier (Temporary) at the unit price of \$ <u>14.62</u> per Linear Foot	1,185 LF	\$ <u>17,324.70</u>
630-80380	Traffic Cone at the unit price of \$ <u>6.56</u> per Each	175 EA	\$ <u>1,148.00</u>
630-80510	Mobile Pavement Marking Zone at the unit price of \$ <u>8,197.00</u> per Lump Sum	1 LS	\$ <u>8,197.00</u>
630-85010	Impact Attenuator (Temporary) at the unit price of \$ <u>5640.89</u> per Each	3 EA	\$ <u>16,922.67</u>
632-00000	Night Work Lighting at the unit price of \$ <u>25,000.00</u> per Lump Sum	1 LS	\$ <u>25,000.00</u>
641-10010	Initial Shotcrete Facing at the unit price of \$ <u>13.57</u> per Square Foot	4,482 SF	\$ <u>60,820.74</u>
700-70190	F/A Electric Service at the unit price of <u>\$5,000.00</u> per Force Account	1 FA	\$ <u>5,000.00</u>
700-70270	F/A Water Lines at the unit price of <u>\$10,000.00</u> per Force Account	1 FA	\$ <u>10,000.00</u>
700-70380	F/A Erosion Control at the unit price of <u>\$10,000.00</u> per Force Account	1 FA	\$ <u>10,000.00</u>
700-70491	F/A Traffic Control at the unit price of <u>\$15,000.00</u> per Force Account	1 FA	\$ <u>15,000.00</u>
700-70497	F/A Solid Waste at the unit price of <u>\$10,000.00</u> per Force Account	1 FA	\$ <u>10,000.00</u>

Bid Items Total Amount (201-00000 through 700-70497 (One-Hundred Thirty-Six) [136] total bid items, which includes (Five [5]) Force Accounts) \$ 5,158,866.96
Textura ® Fee from table on Page BF-3 (based on Bid Items Total Amount) \$ 12,220.00
Bid Items Total Amount plus Textura® Fee equals Total Bid Amount \$ 5,171,086.96

Total Bid Amount:
Five million, one-hundred seventy-one thousand, eighty six
and 96 cents
Dollars (\$ 5,171,086.96)

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 Alliant Insurance Services, a corporation of the State of CT, 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 \$6,000,000.00. 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: Jessica L. Piccirillo Name: _____

Address: 40 Stanford Drive 2nd Floor Address: _____
Farmington, CT 06032

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

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
Coating & Antigrffiti	0.38%	Coating Specialists 6340 Sayres Rd Colorado Sprio
Concrete Flatwork	3.8%	Franklin Concrete 230 W. 2 nd Denver, CO
Electrical	.77%	Hunt Electrical 8020 Southpark Cir, Little
Erosion Control/Seeding	.19%	Environmental Logistics, 1101 E 64 th Ave, Denver, CO
Guardrail	.35%	Ideal Forming 5795 Ideal Dr, Erie, CO
Asphalt Paving	2.87%	P&H Equipment 181 E. 56 th Ave Denver, CO
Striping	1.44%	American Striping 3075 S. Tejon Englewood, CO
Public Information	.09%	The Idea Marketing 2121 S Omnicom St, Denver, CO
Signing	.16%	SAS Signing & Striping
Soil Nails/Shotcrete	2.84%	ATM Construction 9605 W. Colfax Lakewood, CO
Surveying	.42%	Brownson Consulting 1526 Cole Blvd Golden, CO
Traffic Control	8.98%	Legacy Traffic Management 957 Salida Way Aurora, CO
Waterline	10.06%	BF Construction, Inc. 9885 Empower St, Henderson
Waterproofing	.52%	Coating Specialists 6340 Sayres Road Colorado Springs, CO

(Copy this page if additional room is required.)



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

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

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

City & County of Denver Contract No.: 201952932

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

Prime Bidder

Business Name: Ralph L. Wadsworth Construction Company, LLC		
Address: 9351 Grant Street Suite 110 Thornton, CO 80229	Contact Person: David Riecken	
Type of Service: Roadway Construction	Dollar Amount: \$2,056,194.00	Percent of Project: 39.90

Certified MWBE Prime Bidder

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

Subcontractors, Suppliers Manufacturers or Brokers (check one box)

<input checked="" type="checkbox"/> Subcontractor (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)
Business Name: Environmental Logistics			
Address: 1101 E. 64th Ave Denver, CO	Type of Service: Erosion Ctrl / Seeding		
Contact Person: Andrew Aftanas	Dollar Amount: \$: 48,083	Percent of Project: 0.94	
<input checked="" type="checkbox"/> Subcontractor (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)
Business Name: Country Specialists, LLC			
Address: 6340 Snyres Rd. Colorado Springs	Type of Service: Country / Waterproofing		
Contact Person: Christian Vigil	Dollar Amount: \$: 46,346.75	Percent of Project: 0.90	
<input checked="" type="checkbox"/> Subcontractor (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Manufacturer (✓)	<input type="checkbox"/> Broker (✓)
Business Name: P & H Equipment			
Address: 181 E. 56th, Denver, CO	Type of Service: Paving		
Contact Person: Tom Fanning	Dollar Amount: \$: 148,257.80	Percent of Project: 2.87	

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Subcontractors, Suppliers Manufacturers or Brokers (check one box)							
<input checked="" type="checkbox"/>	Subcontractor (v)	<input type="checkbox"/>	Supplier (v)	<input type="checkbox"/>	Manufacturer (v)	<input type="checkbox"/>	Broker (v)
Business Name: American Striping							
Address: 3075 S. Tejon, Englewood, CO			Type of Service: Pavement Marking's				
Contact Person: Tony Cicco			Dollar Amount: \$: 74,495.00	Percent of Project: 1.44			
<input checked="" type="checkbox"/>	Subcontractor (v)	<input type="checkbox"/>	Supplier (v)	<input type="checkbox"/>	Manufacturer (v)	<input type="checkbox"/>	Broker (v)
Business Name: Legacy Traffic Management							
Address: 957 Sald Way, Aurora, CO			Type of Service: Traffic Control				
Contact Person: Earl Johnson			Dollar Amount: \$: 418,520.00	Percent of Project: 8.11			
<input checked="" type="checkbox"/>	Subcontractor (v)	<input type="checkbox"/>	Supplier (v)	<input type="checkbox"/>	Manufacturer (v)	<input type="checkbox"/>	Broker (v)
Business Name: Chacon's Construction & Transport							
Address: 7961 N. Federal, Westminster, CO			Type of Service: Trucking				
Contact Person: Miguel Chacon			Dollar Amount: \$: 175,000	Percent of Project: 3.39			
<input checked="" type="checkbox"/>	Subcontractor (v)	<input type="checkbox"/>	Supplier (v)	<input type="checkbox"/>	Manufacturer (v)	<input type="checkbox"/>	Broker (v)
Business Name: Tom Calabrese Trucking, Inc.							
Address: 875 W. 64th Denver, CO			Type of Service: Trucking				
Contact Person: Carol Calabrese			Dollar Amount: \$: 31,000	Percent of Project: .60			
<input type="checkbox"/>	Subcontractor (v)	<input type="checkbox"/>	Supplier (v)	<input type="checkbox"/>	Manufacturer (v)	<input type="checkbox"/>	Broker (v)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			
<input type="checkbox"/>	Subcontractor (v)	<input type="checkbox"/>	Supplier (v)	<input type="checkbox"/>	Manufacturer (v)	<input type="checkbox"/>	Broker (v)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			
<input type="checkbox"/>	Subcontractor (v)	<input type="checkbox"/>	Supplier (v)	<input type="checkbox"/>	Manufacturer (v)	<input type="checkbox"/>	Broker (v)
Business Name:							
Address:			Type of Service:				
Contact Person:			Dollar Amount: \$:	Percent of Project:			

Rev 031816JE

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

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

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

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

Business Address of Bidder: 9351 Grant Street Suite 110

City, State, Zip Code: Thornton, CO 80229

Telephone Number of Bidder: (303) 802-5801 Fax No. N/A

Social Security or Federal Employer ID Number of Bidder: 27-1502353

Name and location of the last work of this kind herein contemplated upon which the Bidder was engaged:
Sanderson Gulch Reach - South Platte River Drive just North of Florida Ave.

For information relative thereto, please refer to:

Name: Vance Howell

Title: Project Manager

Address: 9351 Grant Street Suite 110 Thornton, CO 80229

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

Addenda Number 1 Date 01/09/2020

Addenda Number 2 Date 01/27/2020

Addenda Number 3 Date 02/04/2020

Addenda Number 4 Date 02/11/2020

Addenda Number 5 Date 02/13/2020

Dated this 13 day of February, 2020.

CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

CONTRACT NO: 201952601
PROJECT NAME: HIGH LINE CANAL TRAIL UNDERPASS AT PARKER RD. AND MISSISSIPPI AVE.

ADDENDUM NO. 1 TO CONTRACT DOCUMENTS

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

City and County of Denver
Department of Transportation & Infrastructure
Bid Postponement Notice

Contract No. 201952601
High Line Canal Trail Underpass at Parker Rd. and Mississippi Ave.

Notice is hereby given that the Sealed Bid Opening for Contract No. 201952601– High Line Canal Underpass at Parker Rd. and Mississippi Ave., is hereby postponed. Sealed bids will be received in Room 6.G.7., 201 W. Colfax Ave., Denver, CO 80202, no later than:

11:00am, local time
February 13, 2020

Published in the Daily Journal on January 10, 13, 14, 2020

Questions and Answers Period Extension

Notice is hereby given that the Question and Answers Period for Contract No. 201952601– High Line Canal Underpass at Parker Rd. and Mississippi Ave., is hereby extended to 10:00am, local time on January 28, 2020.

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



Lesley B. Thomas
City Engineer

1.9.2020

Date

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



Contractor

2/13/2020

Date

ADDENDUM NO. 1

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

**CONTRACT NO: 201952601
PROJECT NAME: HIGH LINE CANAL TRAIL UNDERPASS
AT PARKER RD. AND MISSISSIPPI AVE.**

ADDENDUM NO. 2 TO CONTRACT DOCUMENTS

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

I. BID DOCUMENTS:

- i. **Please note the addition of four Special Contract Conditions (SC-18 to SC-21) to this contract. The Bid Document Package will be modified to include the addition of the following Special Contract Condition terms:**

SC-18 DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE (REPLACES GENERAL CONTRACT CONDITION 203)

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

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

SC-19 DEPARTMENT OF PUBLIC WORKS (MODIFIES GENERAL CONTRACT CONDITION 204)

General Condition 204 is hereby deleted in its entirety and replaced with the following:

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

SC-20 ACCOUNTING OF COST AND AUDIT

Title 911 is hereby deleted in its entirety and replaced with the following:

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractors' performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

SC-21 DEFENSE AND INDEMNIFICATION

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

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

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



 Lesley B. Thomas
 City Engineer

1.27.2020

 Date

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



 Contractor

2/13/2020

 Date

ADDENDUM NO. 2

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

**CONTRACT NO: 201952601
PROJECT NAME: HIGH LINE CANAL TRAIL UNDERPASS AT PARKER RD. AND MISSISSIPPI AVE.**

ADDENDUM NO. 3 TO CONTRACT DOCUMENTS

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

QUESTIONS AND ANSWERS:

Q1. Can you let me know where the pedestrian bridge for removal is located on the map?

A1. See the Removal Plan Sheet 26. The pedestrian bridge removal starts near Parker Road, STA 100+00, with sidewalk removal going into the pedestrian bridge removal. Also, see Attachment A. Please note, this bridge should remain in place as long as possible for the High Line Canal Trail pedestrian detour in phase 3 and 4 of construction.

Q2. With the bid date of February 13, 2020 and box culvert work to begin less than 4 weeks later, leaving insignificant lead time for box culvert procurement (shop drawing design, submittal review, steel fabrication, and production time). Is the project schedule stated on page 5 of the technical specifications still accurate? Specifically, the outage period for box culvert work to be completed of March 16, 2020 to May 11, 2020?

A2. The conduit outage schedule has been revised to occur between October 1, 2020 and December 1, 2020. Remove the pages listed below and replace them with the revised pages, Attachments B – D.

Attachment B: Special Conditions Page BDP – 39: The Milestone Schedule has been revised.

Attachment C: Technical Specification Page 5: The Conduit Outage Schedule has been revised.

Attachment D: Technical Specifications, Appendix B, Denver Water Specifications Page STS DIV. 1-1: Section 01 31 00 facility outages and Milestone dates have been revised.

Attachment D: Technical Specifications, Appendix B, Denver Water Specifications, Project Specific Technical Specifications Page 1: Section 01 11 00 Schedule Constraints have been revised.

Q3. Sheet 78 of the AD Submittal plan set Notes "All reinforcing steel shall be epoxy coated unless otherwise noted". Does this note refer to the precast box culverts, the cast in place retaining walls, or both the precast box culverts and the cast in place retaining walls? Please clarify.

A3. The note applies to all the reinforcing details shown in the plans. The wall footing reinforcing is noted in the plans as black bars. The reinforcing for the box is not shown since this will follow CDOT standards and be designed by the contractor. CDOT does not require the precast box be epoxy reinforcing. The head wall reinforcing shown in the plans is epoxy coated.

Q4. Section 603.13 on page 86 of the technical specifications states "The 14x10 Foot Concrete Box Culvert is a nominal dimension the actual box shall be per the size shown on the plans. Sheet 83 of the AD Submittal plans show interior dimensions of the box culvert to be 14'-0" Wide x 10'-7" Tall. Our manufacturing process only allows us to produce whole size dimensions. Will a 14'-0" Wide x 11'-0" Tall box culvert be acceptable in lieu of the design dimension shown on the plans?

A4. The 14' x 11' is acceptable provided clearances are maintained.

Q5. Is there any further information on the detour pavement? Included in this item is earthwork, roadbase, asphalt paving, and the removal of the previous three items. There is no way to calculate the quantity of earthwork in cubic yards, therefore, this item is not price able. Please provide adequate information to quantify and price the detour pavement item.

A5. The 621 Detour Pavement specification outlines the minimum amounts of HMA and ABC for different types of pavement for the anticipated applications. Earthwork for detours for routes shown on the plans are anticipated to be

minimal and incidental to construction. It is anticipated that pavement will be approximately on-grade, revised only as necessary to meet minimum requirements. No large excavations or fills are anticipated or quantifiable.

- Q6. Based on my review of the notes and the plans, it appears that all waste material, including excess excavation, can be disposed of at DAD's for no charge. Please confirm this is the intent of the contract documents.
- A6. The fee for disposal of material in the Denver Arapahoe Disposal Site (DADS) will be paid directly by the City. The Contractor shall be responsible for the costs of transporting the material.

REVISIONS TO THE CONTRACT DOCUMENTS

Note: The contract documents in this addendum take precedence over the bid set contract documents if there are conflicting statements.

Appendix C – Easement Legal Descriptions of the Technical Specifications shall be removed in its entirety and replaced with the revised Appendix C listed below:

Attachment E: Technical Specifications, Appendix C – Easement Legal Descriptions (Revised 2/3/2020).

The City and County of Denver's Standard Operating Procedures for encountering Asbestos Contamination have been added to the Contract Technical Specifications as Appendix D.

Attachment F: Appendix D - Regulated Asbestos Contaminated Soil Standard Operating Procedure has been added to the Contract Document Technical Specifications.

REVISIONS TO THE CONSTRUCTION DRAWINGS

Note: The Construction Drawings in this addendum take precedence over the construction drawings in the contract documents if there are conflicts. Remove the construction plan sheets listed below and replace them with the sheets in this addendum.

Attachment G: High Line Canal Trail Underpass at Parker Road and Mississippi, plan pages 1 through 15 of Cherry Creek Valley Water and Sanitation District Waterline Replacement Construction

Cherry Creek Valley W/S District Water Line Replacement Plan Sheets 1 – 15: See the plan sheet changes listed below.

1. Sheet 1
 - Aesthetic changes
 - Seal added
 - Materials list updated
 - Legend updated
2. Sheet 2
 - Aesthetic changes
 - Seal added
3. Sheet 3
 - Aesthetic changes
 - Seal added
4. Sheet 4
 - Seal added
5. Sheet 5
 - Aesthetic changes
 - Seal added
 - Additional DWD notes added.
6. Sheet 6
 - Aesthetic changes
 - Seal added
 - Design of the water has been updated per district requests.
 - Additional DWD notes added.
7. Sheet 7
 - Aesthetic changes
 - Seal added
 - Additional DWD notes added.

- 8. Sheet 8
 - Aesthetic changes
 - Seal added
 - Design of the water has been updated per district requests.
 - Additional DWD notes added.
- 9. Sheet 9
 - Aesthetic changes
 - Seal added
 - Additional DWD notes added.
- 10. Sheet 10
 - Aesthetic changes
 - Seal added
 - Design of the water has been updated per district requests.
 - Additional DWD notes added.
- 11. Sheet 11
 - Seal added
 - Additional DWD notes added.
- 12. Sheet 12
 - Seal added
- 13. Sheet 13
 - Seal added
- 14. Sheet 14
 - Seal added
 - Details revised to match updated design.
 - Sheet 15
 - Aesthetic changes
 - Seal added
 - Details revised to match updated design.

CLARIFICATIONS

Geotechnical information is available to bidders by email request to david.relaford@denvergov.org in PDF (Portable Document Format) by means of GLOBALSCAPE FTP Service, for bidders' information.

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



 Lesley B. Thomas
 City Engineer

2.4.2020

 Date

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



 Contractor

ADDENDUM NO. 3

2/13/2020

 Date

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

CONTRACT NO: 201952601
PROJECT NAME: HIGH LINE CANAL TRAIL UNDERPASS AT PARKER RD. AND MISSISSIPPI AVE.

ADDENDUM NO. 4 TO CONTRACT DOCUMENTS

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

I. POSTPONEMENT OF BID OPENING

City and County of Denver
Department Transportation and Infrastructure
Bid Postponement Notice
Contract No. 201952601
Highline Canal Trail Underpass at Parker Rd. and Mississippi Ave.

Notice is hereby given that the Sealed Bid Opening for Contract No. 201952601 - Highline Canal Trail Underpass at Parker Rd. and Mississippi Ave., is hereby postponed. Sealed bids will be received in Room 6.G.7., 201 W. Colfax Ave., Denver, CO 80202, no later than:

**11:00 a.m., local time
February 20, 2020**

Published in the Daily Journal on February 11, 12, 13, 2020.


II. QUESTIONS AND ANSWERS PERIOD EXTENSION

Notice is hereby given that the Question and Answers Period for Contract No. 201952601- Highline Canal Trail Underpass at Parker Rd. and Mississippi Ave., is hereby extended to 4:00 p.m., local time on February 12, 2020.

III. CLARIFICATIONS

The Initial Site Assessment, Highline Canal at Parker Road dated January 25, 2019 is available to bidders by email request to david.relaford@denvergov.org in PDF (Portable Document Format) by means of GLOBALSCAPE FTP Service for bidders' information

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




Lesley B. Thomas
City Engineer

2-11-2020

Date

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



Contractor

2/11/2020

Date

ADDENDUM NO. 4

CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

CONTRACT NO: 201952601
PROJECT NAME: HIGH LINE CANAL TRAIL UNDERPASS AT PARKER RD. AND MISSISSIPPI AVE.


ADDENDUM NO. 5 TO CONTRACT DOCUMENTS

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

QUESTIONS AND ANSWERS:

- Q1. The outage period has been delayed or moved 7 months to begin in October. There are constraints on asphalt paving temperatures beginning in October and if we were to begin working on the waterline in early October, it is likely we would be paving in November. Not only are temperatures a concern, most asphalt plants in the metro area do not produce in the fall and winter. Can you provide a response to these concerns?
- A1. The Contractor shall pave the top lift of asphalt polymer for the entire roadway section all at once. Completion of the toplift is not expected to take place in the winter months. Obtaining bottom lift HMA mixes should not be an issue during the winter and may be paved as the project progresses.
- Q2. "Regulated Asbestos Contaminated Soil Standard Operating Procedure" has now been introduced into the project documents with no provision or bid items to address the compensation of asbestos contaminated soil, or a means of quantifying how much may be involved in the excavation. Please provide guidance with respect to these issues.
- A2. See the Project Special Provision, Revision of Section 250 for measurement and payment of Asbestos Containing Materials as well as the Solid Waste Force Account Specification. The "Regulated Asbestos Contaminated Soil Standard Operating Procedure gives further guidance if Regulated Asbestos Contaminated Material is encountered. The Project's Limited Site Investigation by Pinyon has been provided for Contractors' review and information.
- Q3. What are the liquidated damages for not having Parker Road open on time after a weekend shutdown?
- A3. A milestone shall be added to the Contract Special Conditions. See Attachment A – Revision of SC-6.

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




Lesley B. Thomas
City Engineer

2/13/2020

Date

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



Contractor

2/13/2020

Date

ADDENDUM NO. 5

**Attachment A
(Revision of SC-6)**

Final Completion, the Contractor shall reimburse the City, as a mitigation of City damages and not as a penalty, those administrative costs incurred by the City as a result of such failure. Representative hourly rates for such administrative costs are set out in the Special Conditions. The Project Manager shall calculate the City's administrative costs based on such Special Conditions, as the same may be revised from time to time.

Representative hourly rates for the City administrative costs 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

.3 Liquidated damages in the amounts stipulated do not include any sums of money to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the City will assess these extra costs against the Contractor, and these assessments will be in addition to the stipulated liquidated damages.

.4 The City reserves all of its rights to actual damages from the Contractor for injury or loss suffered by the City from actions or omissions of the Contractor, including but not limited to any other breach or default of the Contract, outside of the scope of the above sections of GC 602.

.5 The Parties recognize and agree that time is of the essence on this Contract. Due to the time sensitivities, the Contract establishes multiple milestones based on the date the Notice to Proceed is issued by the City. Milestone completion shall be achieved per the Milestone Schedule listed herein. If Substantial Completion is not reached by the last day of the individual milestone work window, liquidated damages will be assessed by the City to the contractor in the amount of \$4,100.00 per calendar day. Completion for the purposes of this section 602.6 shall include all work completed per the Contract and any executed change orders and any executed amendments.

.6 Milestone Schedule:

<u>Milestone</u>	<u>Location</u>	<u>Milestone Work Window</u>
1	Denver Water Conduit 35 Shutoff (Revised 1-23-2020)	March 16, 2020 – May 11, 2020 October 1, 2020 – December 1, 2020
2	Cherry Creek Valley Water & Sanitation District Water Line	Initial closure plus 14 consecutive calendar days
3	Parker Road Weekend Full Closure (Revised 02-12-2020)	9:00 pm Friday – 5:00 am Monday

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 to request payment from the City and to pay subcontractors. All certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Textura®. Contractor further agrees that, to the fullest extent possible within Textura, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through Textura, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees it will activate any available settings within Textura necessary to grant the City access to such non-Confidential information related to the contract and the project.

Signature of Bidder:

If an Individual: _____ doing business
as _____.

If a Partnership: _____
by: _____ General Partner.

If a Corporation: Ralph L. Wadsworth Construction Company, LLC
a Utah Corporation,
by:  Brandon Squire, its President.

Attest: 
Secretary



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
OFFICE OF ECONOMIC
DEVELOPMENT

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

COMMITMENT TO MWBE PARTICIPATION

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


The Bidder/Proposer is committed to the minimum 18 % **MWBE** 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/Qualifications: With the proposal when due.
Compliance Plans: With each task/work order

The Bidder/Proposer is unable to meet the project goal of _____ % **MWBE**, but is committed to a minimum of _____ % **MWBE** utilization on the project. The Bidder/Proposer understands that they must submit a detailed statement of their good faith effort under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or no later than **three (3)** days after bid opening as a matter of responsibility as in accordance with DRMC Section 28-62 and 28-67 of Ordinance 85 to the Division of Small Business Opportunity.

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

Bidder/Proposer (Name of Firm): Ralph L. Wadsworth Construction Company, LLC

Firm's Representative (Please print): Brandon Squire

Signature (Firm's Representative): 

Title: President

Address: 9351 Grant Street Suite 110

City: Thornton

State: Colorado

Zip: 80229

Phone: (303) 802-5801

Fax: N/A

Email: Brandon@Wadsco.com

A copy of the MWBE Certification letter must be attached to each Letter of Intent (LOI).



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 West Colfax Ave., Dept. 907
Denver, CO 80202
Phone: 720-913-1099

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

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 201952601		Project Name: High Line Canal Trail @ Parker Rd & Mississippi Ave.					
A. The Following Section Is To Be Completed by the Bidder/Consultant This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE							
Name of Bidder/Consultant: Ralph L. Wadsworth Construction, LLC				Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Phone: 303-802-5801	
Contact Person: Vance Howell			Email: vhowell@wadscoco.com			Fax:	
Address: 9351 Grant Street, Suite 110			City: Thornton			State: CO	Zip: 80229
B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant							
Name of Certified Firm: American Striping Company					Phone: 303-495-5950		
Contact Person: Tony Ciccio			Email: tony@americanstripingcompany.com				
Address: 3075 S. Tejon St			City: Englewood			State: CO	Zip: 80110
Please check the designation which applies to the certified firm.		M/WBE (v)	X	SBE (v)	X	EBE (v)	X
Indirect Utilization: If this M/WBE, SBE, EBE 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 M/WBE, SBE, EBE 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 M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u> Pavement Markings - 202-00250, 626-00000, 627-00008, 627-00011, 627-30405, 627-30410							
X	Subcontractor/Subconsultant (v)		Supplier (v)			Broker (v)	
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$ 74,495.00					1.44 %		
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total subconsultant M/WBE, SBE, EBE or DBE will perform is:							
					%		
If the fee amount of the work to be performed is requested, the fee amount, is:							
					\$		
Bidder/Consultant's Signature:					Date: 2/21/2020		
Title: President							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:					Date: 2/21/2020		
Title: COO							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							



Alejandra Harvey <alejandra@americanstripingcompany.com>

City and County of Denver: DBE Approval

1 message

City and County of Denver <denver@mwdbe.com>
Reply-To: City and County of Denver <denver@mwdbe.com>
To: Alejandra@americanstripingcompany.com

Tue, May 21, 2019 at 3:37 PM

Alejandra Harvey
Harvey Contractors Inc dba American Striping Company DBA AMERICAN STRIPING COMPANY
3075 S. Tejon St.
CO - Colorado
Englewood, CO 80110

Dear Alejandra Harvey:

The Division of Small Business Opportunity is pleased to inform you that Harvey Contractors Inc dba American Striping Company DBA AMERICAN STRIPING COMPANY is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at www.coloradodbe.org.

Harvey Contractors Inc dba American Striping Company DBA AMERICAN STRIPING COMPANY is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS 237310: AIRPORT RUNWAY LINE PAINTING (E.G., STRIPING)
CO UCP NAICS 237310: PAINTING LINES ON HIGHWAYS, STREETS AND BRIDGES
CO UCP NAICS 237310: PARKING LOT MARKING AND LINE PAINTING
CO UCP NAICS 237310: RUNWAY, AIRPORT, LINE PAINTING (E.G., STRIPING)
CO UCP NAICS 237310: SIGN ERECTION, HIGHWAY, ROADS STREET OR BRIDGE

The anniversary date of your firm's DBE certification is May 20, 2020. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org

City and County of Denver
Office of Economic Development
<http://www.denvergov.org/oed>
<http://denver.mwdbe.com>

This message was sent to: Alejandra@americanstripingcompany.com
Sent on: 5/21/2019 4:37:02 PM
System ReferenceID: 82736360



Alejandra Harvey <alejandra@americanstripingcompany.com>

City and County of Denver: EBE Approval Letter

1 message

City and County of Denver <denver@mwdb.com>
Reply-To: City and County of Denver <denver@mwdb.com>
To: Alejandra@americanstripingcompany.com

Tue, May 21, 2019 at 3:31 PM

Alejandra Harvey
Harvey Contractors Inc dba American Striping Company DBA AMERICAN STRIPING COMPANY
3075 S. Tejon St.
CO - Colorado
Englewood, CO 80110

Dear Alejandra Harvey:

SUBJECT: Emerging Business Enterprise (EBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 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 Harvey Contractors Inc dba American Striping Company DBA AMERICAN STRIPING COMPANY for certification as an Emerging Business Enterprise (EBE). Harvey Contractors Inc dba American Striping Company DBA AMERICAN STRIPING COMPANY will be listed in the City and County of Denver's Emerging Business Enterprise (EBE) Certification Directory. Your firm is certified with the following certification dates:

May 21, 2019 to May 20, 2020

Listed below is each NAICS code for which Harvey Contractors Inc dba American Striping Company DBA AMERICAN STRIPING COMPANY is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS Codes:

DENVER 237310: AIRPORT RUNWAY LINE PAINTING (E.G., STRIPING)
DENVER 237310: PAINTING LINES ON HIGHWAYS, STREETS AND BRIDGES
DENVER 237310: PARKING LOT MARKING AND LINE PAINTING
DENVER 237310: RUNWAY, AIRPORT, LINE PAINTING (E.G., STRIPING)
DENVER 237310: SIGN ERECTION, HIGHWAY, ROADS STREET OR BRIDGE

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.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an EBE.

Please be aware that your EBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal and application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your EBE Certification.

You may visit www.work4denver.com to view upcoming bidding opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson



Alejandra Harvey <alejandra@americanstripingcompany.com>

City and County of Denver: M/WBE Approval

1 message

City and County of Denver <denver@mwdbe.com>

Tue, May 21, 2019 at 3:31 PM

Reply-To: City and County of Denver <denver@mwdbe.com>

To: Alejandra@americanstripingcompany.com

Alejandra Harvey
Harvey Contractors Inc dba American Striping Company DBA AMERICAN STRIPING COMPANY
3075 S. Tejon St.
CO - Colorado
Englewood, CO 80110

Dear Alejandra Harvey:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 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 Harvey Contractors Inc dba American Striping Company DBA AMERICAN STRIPING COMPANY for certification as a Minority/Women Business Enterprise (M/WBE). Harvey Contractors Inc dba American Striping Company DBA AMERICAN STRIPING COMPANY will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

May 21, 2019 to May 20, 2020

Listed below is each NAICS code for which Harvey Contractors Inc dba American Striping Company DBA AMERICAN STRIPING COMPANY is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 237310: AIRPORT RUNWAY LINE PAINTING (E.G., STRIPING)
DENVER 237310: PAINTING LINES ON HIGHWAYS, STREETS AND BRIDGES
DENVER 237310: PARKING LOT MARKING AND LINE PAINTING
DENVER 237310: RUNWAY, AIRPORT, LINE PAINTING (E.G., STRIPING)
DENVER 237310: SIGN ERECTION, HIGHWAY, ROADS STREET OR BRIDGE

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.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,



Alejandra Harvey <alejandra@americanstripingcompany.com>

City and County of Denver: SBE Approval

1 message

City and County of Denver <denver@mwdb.com>
Reply-To: City and County of Denver <denver@mwdb.com>
To: Alejandra@americanstripingcompany.com

Tue, May 21, 2019 at 3:33 PM

Alejandra Harvey
Harvey Contractors Inc dba American Striping Company DBA AMERICAN STRIPING COMPANY
3075 S. Tejon St.
CO - Colorado
Englewood, CO 80110

Dear Alejandra Harvey:

SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 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 Harvey Contractors Inc dba American Striping Company DBA AMERICAN STRIPING COMPANY for certification as a Small Business Enterprise (SBE). Harvey Contractors Inc dba American Striping Company DBA AMERICAN STRIPING COMPANY will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at www.denvergov.org/dsbo. Your firm is certified with the following certification dates:

May 21, 2019 to May 20, 2020

Listed below is each NAICS code for which Harvey Contractors Inc dba American Striping Company DBA AMERICAN STRIPING COMPANY is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 237310: AIRPORT RUNWAY LINE PAINTING (E.G., STRIPING)
DENVER 237310: PAINTING LINES ON HIGHWAYS, STREETS AND BRIDGES
DENVER 237310: PARKING LOT MARKING AND LINE PAINTING
DENVER 237310: RUNWAY, AIRPORT, LINE PAINTING (E.G., STRIPING)
DENVER 237310: SIGN ERECTION, HIGHWAY, ROADS STREET OR BRIDGE

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.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

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 renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,



Office of Economic Development
 Division of Small Business Opportunity
 Compliance Unit
 201 West Colfax Ave., Dept. 007
 Denver, CO 80202
 Phone: 720-913-1000

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

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dobo@denvergov.org
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 201952601		Project Name: High Line Canal Trail @ Parker Rd & Mississippi Ave.					
A. The Following Section Is To Be Completed by the Bidder/Consultant This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE							
Name of Bidder/Consultant: Ralph L. Wadsworth Construction, LLC				Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Phone: 303-802-5801	
Contact Person: Vance Howell			Email: vhowell@wadsco.com			Fax:	
Address: 9351 Grant Street, Suite 110			City: Thornton		State: CO	Zip: 80229	
B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant							
Name of Certified Firm: Chacon's Construction and Transportation, Inc.				Phone: 720-317-6813			
Contact Person: Miguel Chacon / Jolly Garcia			Email: jolly@chaconstransport.com			Fax: 303-331-8259	
Address: 7961 N Federal Blvd #202			City: Westminster		State: CO	Zip: 80030	
Please check the designation which applies to the certified firm.		<input checked="" type="checkbox"/> M/WBE (✓)	<input checked="" type="checkbox"/> X	<input type="checkbox"/> SBE (✓)	<input checked="" type="checkbox"/> X	<input type="checkbox"/> EBE (✓)	<input checked="" type="checkbox"/> X DBE (✓)
Indirect Utilization: If this M/WBE, SBE, EBE 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 M/WBE, SBE, EBE 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 M/WBE/SBE/DBE. On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to. Trucking - 201-00000, 202-00010, 202-00155, 202-00200, 202-00203, 202-00210, 202-00220, 203-00010, 203-00050 206-00000, 206-00100, 207-00205, 304-06007, 626-00000							
<input checked="" type="checkbox"/> X	Subcontractor/Subconsultant (✓)		Supplier (✓)		Broker (✓)		
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$ 175,000.00					3.39 %		
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is:							
					%		
If the fee amount of the work to be performed is requested, the fee amount, is:							
					\$		
Bidder/Consultant's Signature:				Date: 2/21/2020			
Title: President							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:				Date: 2/21/2020			
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.							



Office of Economic Development
Division of Small Business Opportunity

201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.flydenver.com

November 12, 2019

Miguel A. Chacon
Chacon's Construction and Transport, Inc
2920 W. 73rd Ave
Westminster, CO 80030

Dear: Miguel A. Chacon:

The Division of Small Business Opportunity is pleased to inform you that Chacon's Construction and Transport, Inc is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at www.coloradodbe.org.

Chacon's Construction and Transport, Inc is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

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

The anniversary date of your firm's DBE certification is November 11, 2020. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org



201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.flydenver.com

November 12, 2019

Miguel A. Chacon
Chacon's Construction and Transport, Inc
2920 W. 73rd Ave
Westminster, CO 80030

Dear Miguel A. Chacon:

SUBJECT: Emerging Business Enterprise (EBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 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 Chacon's Construction and Transport, Inc for certification as an Emerging Business Enterprise (EBE). Chacon's Construction and Transport, Inc will be listed in the City and County of Denver's Emerging Business Enterprise (EBE) Certification Directory. Your firm is certified with the following certification dates:

November 12, 2019 to November 11, 2020

Listed below is each NAICS code for which Chacon's Construction and Transport, Inc is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS Codes:

DENVER 484220: DUMP TRUCKING (E.G., GRAVEL, SAND, TOP SOIL)
DENVER 484220: GRAVEL HAULING, LOCAL
DENVER 484220: SAND HAULING, LOCAL
DENVER 484220: TOP-SOIL HAULING, LOCAL

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.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an EBE.

Please be aware that your EBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal and application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your EBE Certification.

You may visit www.work4denver.com to view upcoming bidding opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrina Gibson', is written over a faint, illegible printed name.

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org



COLORADO
Department of Transportation

Office of the Chief Engineer

Civil Rights & Business Resource Center
2829 W. Howard Place, Ste. 139
Denver, CO 80204-2305

June 24, 2019

Mr. Miguel A. Chacon
Chacon's Construction and Transport, Inc
2920 W. 73rd Ave
Westminster, CO 80030

Re: Updated Emerging Small Business (ESB) Certification

Dear **Mr. Chacon**,

The Colorado Department of Transportation Civil Rights & Business Resource Center is pleased to inform you that the ESB certification for **Chacon's Construction and Transport, Inc** has been updated. **Chacon's Construction and Transport, Inc** will remain listed on the Colorado ESB Directory at <http://www.coloradoesb.org/>. Your firm has been certified as a Level 1 ESB.

Annual Update

Your firm's ESB Certification must be updated annually by submitting a No Change Affidavit and the most recent tax returns for the business and its owners on or before its anniversary date. The anniversary date of your firm's certification is **May 31, 2020**. Forty five (45) days prior to the anniversary date, you will receive a courtesy notice reminding you to submit your annual update documents through CDOT's online certification management system at <http://cdot.dbesystem.com>. However, CDOT is not responsible for undelivered notices. Failure to complete and submit your firm's annual update by its anniversary date may result in decertification and removal from the ESB Directory.

Changes to Your Business

You must notify the Civil Rights & Business Resource Center of any changes to your firm's legal structure, ownership, management, control, and/or work performed within thirty (30) days of the change. Please include any available supporting documentation in your notice.

If you have questions or require assistance, please contact our office at (303) 757-9234 or dot_civilrights@state.co.us.

Sincerely,


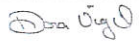
Alex Corona
Certification Analyst
Colorado Department of Transportation
Civil Rights & Business Resource Center



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

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

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 201952601		Project Name: High Line Canal Trail @ Parker Rd & Mississippi Ave.					
A. The Following Section Is To Be Completed by the Bidder/Consultant This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE							
Name of Bidder/Consultant: Ralph L. Wadsworth Construction, LLC				Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Phone: 303-802-5801	
Contact Person: Vance Howell			Email: vhowell@wadsco.com			Fax:	
Address: 9351 Grant Street, Suite 110			City: Thornton		State: CO	Zip: 80229	
B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant							
Name of Certified Firm: Coating Specialist, LLC					Phone: 970-567-0357		
Contact Person: Christian Vigil			Email: vigilchristian@hotmail.com			Fax:	
Address: 6340 Sayres Road			City: Colorado Springs		State: CO	Zip: 80927	
Please check the designation which applies to the certified firm.		M/WBE (v)	X	SBE (v)	X	EBE (v)	DBE (v)
Indirect Utilization: If this M/WBE, SBE, EBE 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 M/WBE, SBE, EBE 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 M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u> Coatings & Waterproofing - 601-40300, 601-40302, 515-00120, 626-00000							
X	Subcontractor/Subconsultant (v)		Supplier (v)		Broker (v)		
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$ 46,346.75					0.90 %		
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is: %							
If the fee amount of the work to be performed is requested, the fee amount, is: \$							
Bidder/Consultant's Signature: 					Date: 2.24.2020		
Title: President							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: 				DBE #5568		Date: 2/24/2020	
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.							



October 22, 2019

Dora Vigil
Coating Specialist, LLC
6340 Sayres Road
Colorado Springs, CO 80927

Dear Dora Vigil:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 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 Coating Specialist, LLC for certification as a **Minority/Women Business Enterprise (M/WBE)**. Coating Specialist, LLC will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

October 17, 2019 to October 16, 2020

Listed below is each NAICS code for which Coating Specialist, LLC is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 238320: ENGINEERING STRUCTURE (E.G., OIL STORAGE TANK, WATER TOWER) PAINTING
DENVER 238320: PAINTING (EXCEPT ROOF) CONTRACTORS
DENVER 238390: CAULKING CONTRACTORS
DENVER 238390: CONCRETE COATING, GLAZING OR SEALING
DENVER 238390: DAMPPROOFING CONTRACTORS
DENVER 238390: WATERPROOFING CONTRACTORS
DENVER 238990: ASPHALT COATING AND SEALING, RESIDENTIAL AND COMMERCIAL PARKING LOT AND DRIVEWAY
DENVER 238990: SANDBLASTING, BUILDING EXTERIOR
DENVER 425120: WHOLESALE TRADE AGENTS AND BROKERS
DENVER 541330: CONSTRUCTION ENGINEERING SERVICES
DENVER 541350: BUILDING INSPECTION 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.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually.** It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson
Director of the Division of Small Business Opportunity



October 22, 2019

Dora Vigil
Coating Specialist, LLC
6340 Sayres Road
Colorado Springs, CO 80927

Dear Dora Vigil:

SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 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 Coating Specialist, LLC for certification as a Small Business Enterprise (SBE). Coating Specialist, LLC will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at www.denvergov.org/dsbo. Your firm is certified with the following certification dates:

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Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson
Director of the Division of Small Business Opportunity



Office of Economic Development
Division of Small Business Opportunity

201 W. Colfax Avenue, #907
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Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.flydenver.com

November 12, 2019

Miguel A. Chacon
Chacon's Construction and Transport, Inc
2920 W. 73rd Ave
Westminster, CO 80030

Dear Miguel A. Chacon:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 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 Chacon's Construction and Transport, Inc for certification as a **Minority/Women Business Enterprise (M/WBE)**. Chacon's Construction and Transport, Inc will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

November 12, 2019 to November 11, 2020

Listed below is each NAICS code for which Chacon's Construction and Transport, Inc is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 484220: DUMP TRUCKING (E.G., GRAVEL, SAND, TOP SOIL)
DENVER 484220: GRAVEL HAULING, LOCAL
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Sincerely,

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org



November 12, 2019

Miguel A. Chacon
Chacon's Construction and Transport, Inc
2920 W. 73rd Ave
Westminster, CO 80030

Dear Miguel A. Chacon:

SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

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Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson", with a stylized flourish at the end.

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 West Colfax Ave., Dept. 807
Denver, CO 80202
Phone: 720-913-1899

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

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
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- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 201952601		Project Name: High Line Canal Trail @ Parker Rd & Mississippi Ave.					
A. The Following Section Is To Be Completed by the Bidder/Consultant This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE							
Name of Bidder/Consultant: Ralph L. Wadsworth Construction, LLC				Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Phone: 303-802-5801	
Contact Person: Vance Howell			Email: vhowell@wadsco.com			Fax:	
Address: 9351 Grant Street, Suite 110			City: Thornton		State: CO	Zip: 80229	
B. The Following Section Is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant							
Name of Certified Firm: Environmental Logistics, Inc.				Phone: 303-275-0661			
Contact Person: Jennifer Mirowski / Andrew Aftanas			Email: andrew@envlogistics.com			Fax: 303-716-7940	
Address: 1101 East 64th Ave			City: Denver		State: CO	Zip: 80229	
Please check the designation which applies to the certified firm.		M/WBE (✓)	X	SBE (✓)	EBE (✓)	DBE (✓)	
Indirect Utilization: If this M/WBE, SBE, EBE 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 M/WBE, SBE, EBE 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 M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBE's scope of work or supply corresponds to.</u> Erosion Control, Seeding - 208-00002, 208-00000, 208-00035, 607-11525, 209-00100, 212-00006, 212-00032 212-00047, 213-00002, 213-00061, 214-00000, 626-00000							
X	Subcontractor/Subconsultant (✓)		Supplier (✓)			Broker (✓)	
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$ 48,083.00						0.94 %	
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total subconsultant M/WBE, SBE, EBE or DBE will perform is:							
						%	
If the fee amount of the work to be performed is requested, the fee amount, is:							
						\$	
Bidder/Consultant's Signature:						Date: 2/21/2020	
Title: President							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:						Date: 2-21-2020	
Title: V.P.							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							



October 1, 2019

Jennifer Mirowski
Environmental Logistics, Inc. DBA EnvLogistics
1101 E. 64th Ave
Denver, CO 80229

Dear Jennifer Mirowski:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 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 Environmental Logistics, Inc. DBA EnvLogistics for certification as a **Minority/Women Business Enterprise (M/WBE)**. Environmental Logistics, Inc. DBA EnvLogistics will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

October 1, 2019 to September 30, 2020

Listed below is each NAICS code for which Environmental Logistics, Inc. DBA EnvLogistics is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 237110: IRRIGATION SYSTEM CONSTRUCTION
DENVER 237990: OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION
DENVER 238990: CHAIN LINK FENCE INSTALLATION
DENVER 561730: EROSION CONTROL SERVICES
DENVER 561730: HYDROSEEDING SERVICES (E.G., DECORATIVE, EROSION CONTROL PURPOSES)
DENVER 561730: LANDSCAPE CONTRACTORS
DENVER 561730: SEEDING LAWNS
DENVER 561730: SNOW PLOWING SERVICES COMBINED WITH LANDSCAPING SERVICES (I.E., SEASONAL PROPERTY MAINTENANCE SERVICES)
DENVER 561730: SOD LAYING SERVICES
DENVER 561730: TREE SERVICES (E.G., BRACING, PLANTING, PRUNING, REMOVAL, SPRAYING, SURGERY, TRIMMING)
DENVER 561790: SNOW PLOWING DRIVEWAYS AND PARKING LOTS (I.E., NOT COMBINED WITH ANY OTHER SERVICE)

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.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson
Director of the Division of Small Business Opportunity



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

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

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

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 201952601		Project Name: High Line Canal Trail @ Parker Rd & Mississippi Ave.					
A. The Following Section Is To Be Completed by the Bidder/Consultant This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE							
Name of Bidder/Consultant: Ralph L. Wadsworth Construction, LLC				Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Phone: 303-802-5801	
Contact Person: Vance Howell			Email: vhowell@wadsco.com			Fax:	
Address: 9351 Grant Street, Suite 110			City: Thornton		State: CO	Zip: 80229	
B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant							
Name of Certified Firm: Legacy Traffic Management, LLC					Phone: 720-708-6334		
Contact Person: Earl Johnson			Email: earl@LegacyTraffic.net			Fax: 720-726-6835	
Address: 957 Salida Way			City: Aurora		State: CO	Zip: 80011	
Please check the designation which applies to the certified firm.		M/WBE (v) <input checked="" type="checkbox"/>	SBE (v) <input checked="" type="checkbox"/>	EBE (v) <input type="checkbox"/>		DBE (v) <input checked="" type="checkbox"/>	
Indirect Utilization: If this M/WBE, SBE, EBE 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 M/WBE, SBE, EBE 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 M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u>							
Traffic Control - 626-00000, 630-00000, 630-00007, 630-00012, 630-80335, 630-80341, 630-80342, 630-80344, 630-80355							
630-80358, 630-80360, 630-80363, 630-80510, 630-85010							
X	Subcontractor/Subconsultant (v)		Supplier (v)		Broker (v)		
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$ 418,520.00					8.11 %		
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is: %							
If the fee amount of the work to be performed is requested, the fee amount is: \$							
Bidder/Consultant's Signature:					Date: 2/21/2020		
Title: President							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:					Date: 02/21/2020		
Title: Estimator							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							



201 W. Colfax Avenue, #907
Denver, CO Zip 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Denver International Airport
Airport Office Building, Suite 7810
8500 Pena Boulevard
Denver, CO Zip 80249
p: 303.342.2180
f: 303.342.2190
www.Nydenver.com

June 28, 2019

Cody Jardine
Legacy Traffic Management
957 Salida Way
Aurora, CO 80011

Dear Cody Jardine:

SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 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 Legacy Traffic Management for certification as a Small Business Enterprise (SBE). Legacy Traffic Management will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at www.denvergov.org/dsbo. Your firm is certified with the following certification dates:

June 28, 2019 to June 27, 2020

Listed below is each NAICS code for which Legacy Traffic Management is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 561990: FLAGGING (I.E., TRAFFIC CONTROL) 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.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

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 renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org



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www.Nydenver.com

June 28, 2019

Cody Jardine
Legacy Traffic Management
957 Salida Way
Aurora, CO 80011

Dear Cody Jardine:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 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 Legacy Traffic Management for certification as a **Minority/Women Business Enterprise (M/WBE)**. Legacy Traffic Management will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

June 28, 2019 to June 27, 2020

Listed below is each NAICS code for which Legacy Traffic Management is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 561990: FLAGGING (I.E., TRAFFIC CONTROL) 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.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually**. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson".

Adrina Gibson
Director of the Division of Small Business Opportunity
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P: (720) 913-1701 | adrina.gibson@denvergov.org



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June 28, 2019

Cody Jardine
Legacy Traffic Management
957 Salida Way
Aurora, CO 80011

Dear: Cody Jardine:

The Division of Small Business Opportunity is pleased to inform you that Legacy Traffic Management is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at www.coloradodbe.org.

Legacy Traffic Management is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

CO UCP NAICS 561990: FLAGGING (I.E., TRAFFIC CONTROL) SERVICES

The anniversary date of your firm's DBE certification is June 27, 2020. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrina Gibson", written in a cursive style.

Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org





DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

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

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

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to gabo@denvergov.org
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 201952601		Project Name: High Line Canal Trail @ Parker Rd & Mississippi Ave.					
A. The Following Section Is To Be Completed by the Bidder/Consultant This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE							
Name of Bidder/Consultant Ralph L. Wadsworth Construction, LLC				Self-Performing <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Phone 303-802-5801	
Contact Person: Vance Howell			Email: vhowell@wadscoco.com			Fax	
Address: 9351 Grant Street, Suite 110			City: Thornton		State: CO	Zip: 80229	
B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant							
Name of Certified Firm: P&H Equipment, Inc.					Phone: 303-339-3191		
Contact Person: Tom Fanning / Brian Knapp			Email: tom@phequipment.net		Fax: 303-339-3156		
Address: 181 East 56th Ave, Suite 100			City: Denver		State: CO	Zip: 80216	
Please check the designation which applies to the certified firm		M/WBE (v)	X	SBE (v)	X	EBE (v)	DBE (v)
Indirect Utilization: If this M/WBE, SBE, EBE 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 M/WBE, SBE, EBE 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 M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u> Paving (Asphalt) - 403-00720, 403-33841, 403-34871, 411-10255, 621-00450, 626-00000							
X	Subcontractor/Subconsultant (v)		Supplier (v)		Broker (v)		
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$ 148,257.80						2.87 %	
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total subconsultant M/WBE, SBE, EBE or DBE will perform is:							
If the fee amount of the work to be performed is requested, the fee amount is:						\$	
Bidder/Consultant's Signature: 				Date: 2/24/2020			
Title: President							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: 				Date: 2/24/2020			
Title: MANAGER							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							



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f: 303.342.2190
www.flydenver.com

August 21, 2019

Brian Knapp
P&H Equipment, Inc
181 East 56th Avenue
Suite 100
Denver, CO 80216

Dear Brian Knapp:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 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 P&H Equipment, Inc for certification as a **Minority/Women Business Enterprise (M/WBE)**. P&H Equipment, Inc will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

August 21, 2019 to August 20, 2020

Listed below is each NAICS code for which P&H Equipment, Inc is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 237310: ASPHALT PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
DENVER 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
DENVER 237310: CULVERTS, HIGHWAY, ROAD AND STREET, CONSTRUCTION
DENVER 237310: CURBS AND STREET GUTTERS, HIGHWAY, ROAD AND STREET, CONSTRUCTION
DENVER 237310: GRADING, HIGHWAY, ROAD, STREET AND AIRPORT RUNWAY
DENVER 237310: PARKING LOT MARKING AND LINE PAINTING
DENVER 237310: PARKWAY CONSTRUCTION
DENVER 237310: POT HOLE FILLING, HIGHWAY, ROAD, STREET OR BRIDGE
DENVER 237310: REPAIR, HIGHWAY, ROAD, STREET, BRIDGE OR AIRPORT RUNWAY
DENVER 237310: RESURFACING, HIGHWAY, ROAD, STREET, BRIDGE OR AIRPORT RUNWAY
DENVER 237310: SIDEWALK, PUBLIC, CONSTRUCTION
DENVER 237310: TARRING ROADS
DENVER 238110: CONCRETE FINISHING
DENVER 238110: CONCRETE FLOOR SURFACING
DENVER 238110: CONCRETE REPAIR
DENVER 238110: RETAINING WALL (EXCEPT ANCHORED EARTH), POURED CONCRETE, CONSTRUCTION
DENVER 238120: CONCRETE PRODUCT (E.G., STRUCTURAL PRECAST, STRUCTURAL PRESTRESSED) INSTALLATION
DENVER 238120: PRECAST CONCRETE PANEL, SLAB, OR FORM INSTALLATION
DENVER 238140: RETAINING WALL, MASONRY (I.E., BLOCK, BRICK, STONE), CONSTRUCTION
DENVER 238910: CAISSON (I.E., DRILLED BUILDING FOUNDATIONS) CONSTRUCTION
DENVER 238910: CONCRETE BREAKING AND CUTTING FOR DEMOLITION
DENVER 238910: EXCAVATION CONTRACTORS
DENVER 238910: SITE PREPARATION CONTRACTORS (WRECKING, DEMOLITION, AND EXCAVATION)
DENVER 238990: ASPHALT COATING AND SEALING, RESIDENTIAL AND COMMERCIAL PARKING LOT AND DRIVEWAY
DENVER 238990: ASPHALTING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA
DENVER 238990: PARKING LOT PAVING AND SEALING
DENVER 238990: SIDEWALK CONSTRUCTION, RESIDENTIAL AND COMMERCIAL
DENVER 484220: DUMP TRUCKING (E.G., GRAVEL, SAND, TOP SOIL)

DENVER 484220: GRAVEL HAULING, LOCAL
DENVER 484220: SAND HAULING, LOCAL
DENVER 484220: TOP-SOIL HAULING, LOCAL

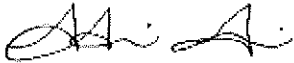
This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually.** It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,



Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org



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www.flydenver.com

August 21, 2019

Brian Knapp
P&H Equipment, Inc
181 East 56th Avenue
Suite 100
Denver, CO 80216

Dear Brian Knapp:

SUBJECT: Small Business Enterprise (SBE) Certification, Pursuant to Article VII of Chapter 28, Div. 1 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 P&H Equipment, Inc for certification as a Small Business Enterprise (SBE). P&H Equipment, Inc will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at www.denvergov.org/dsbo. Your firm is certified with the following certification dates:

August 21, 2019 to August 20, 2020

Listed below is each NAICS code for which P&H Equipment, Inc is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

- DENVER 237310: ASPHALT PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
- DENVER 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
- DENVER 237310: CULVERTS, HIGHWAY, ROAD AND STREET, CONSTRUCTION
- DENVER 237310: CURBS AND STREET GUTTERS, HIGHWAY, ROAD AND STREET, CONSTRUCTION
- DENVER 237310: GRADING, HIGHWAY, ROAD, STREET AND AIRPORT RUNWAY
- DENVER 237310: PARKING LOT MARKING AND LINE PAINTING
- DENVER 237310: PARKWAY CONSTRUCTION
- DENVER 237310: POT HOLE FILLING, HIGHWAY, ROAD, STREET OR BRIDGE
- DENVER 237310: REPAIR, HIGHWAY, ROAD, STREET, BRIDGE OR AIRPORT RUNWAY
- DENVER 237310: RESURFACING, HIGHWAY, ROAD, STREET, BRIDGE OR AIRPORT RUNWAY
- DENVER 237310: SIDEWALK, PUBLIC, CONSTRUCTION
- DENVER 237310: TARRING ROADS
- DENVER 238110: CONCRETE FINISHING
- DENVER 238110: CONCRETE FLOOR SURFACING
- DENVER 238110: CONCRETE REPAIR
- DENVER 238110: RETAINING WALL (EXCEPT ANCHORED EARTH), POURED CONCRETE, CONSTRUCTION
- DENVER 238120: CONCRETE PRODUCT (E.G., STRUCTURAL PRECAST, STRUCTURAL PRESTRESSED) INSTALLATION
- DENVER 238120: PRECAST CONCRETE PANEL, SLAB, OR FORM INSTALLATION
- DENVER 238140: RETAINING WALL, MASONRY (I.E., BLOCK, BRICK, STONE), CONSTRUCTION
- DENVER 238910: CAISSON (I.E., DRILLED BUILDING FOUNDATIONS) CONSTRUCTION
- DENVER 238910: CONCRETE BREAKING AND CUTTING FOR DEMOLITION
- DENVER 238910: EXCAVATION CONTRACTORS
- DENVER 238910: SITE PREPARATION CONTRACTORS (WRECKING, DEMOLITION, AND EXCAVATION)
- DENVER 238990: ASPHALT COATING AND SEALING, RESIDENTIAL AND COMMERCIAL PARKING LOT AND DRIVEWAY
- DENVER 238990: ASPHALTING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA
- DENVER 238990: PARKING LOT PAVING AND SEALING
- DENVER 238990: SIDEWALK CONSTRUCTION, RESIDENTIAL AND COMMERCIAL
- DENVER 484220: DUMP TRUCKING (E.G., GRAVEL, SAND, TOP SOIL)

DENVER 484220: GRAVEL HAULING, LOCAL
DENVER 484220: SAND HAULING, LOCAL
DENVER 484220: TOP-SOIL HAULING, LOCAL

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.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an SBE.

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 renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your SBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,



Adrina Gibson
Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

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

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

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dcbco@denvergov.org.
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 201952601		Project Name: High Line Canal Trail @ Parker Rd & Mississippi Ave.					
A. The Following Section Is To Be Completed by the Bidder/Consultant This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE							
Name of Bidder/Consultant: Ralph L. Wadsworth Construction, LLC				Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Phone: 303-802-5801	
Contact Person: Vance Howell			Email: vhowell@wadsco.com			Fax:	
Address: 9351 Grant Street, Suite 110			City: Thornton		State: CO	Zip: 80229	
B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant							
Name of Certified Firm: Tom Calabrese Trucking, Inc.					Phone: 303-487-8668		
Contact Person: Carol Calabrese			Email: carol@calabresetrucking.com			Fax: 303-487-8682	
Address: 6441 Osceola St			City: Arvada			State: CO	Zip: 80003
Please check the designation which applies to the certified firm.		M/WBE (v)	X	SBE (v)	X	EBE (v)	DBE (v) X
Indirect Utilization: If this M/WBE, SBE, EBE 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 M/WBE, SBE, EBE 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 M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.</u> Trucking, 304-06007, 304-09000, 206-00100, 208-00070							
X	Subcontractor/Subconsultant (v)		Supplier (v)			Broker (v)	
Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:							
\$ 31,000.00					0.60 %		
Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total sub consultant M/WBE, SBE, EBE or DBE will perform is: %							
If the fee amount of the work to be performed is requested, the fee amount, is: \$							
Bidder/Consultant's Signature:					Date: 2-24-2020		
Title: President							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:					Date: 2-21-2020		
Title: President							
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.

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

Select One ✓	SUBMITTED VIA... For Construction Hard Bids ONLY, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/>	Email to DSBO@denvergov.org

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance 85: 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.



Joint Venture Affidavit

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

Name of Firm: N/A

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: _____

Notary Commission #: _____

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: _____

Notary Commission #: _____

Address: _____



**JOINT VENTURE
ELIGIBILITY FORM**

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, EBEs, 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 720-613-1999.

Joint Venture Information

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

Joint Venture Participants

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

General Information

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

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

JOINT VENTURE ELIGIBILITY FORM

General information

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

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

Describe the SBE/EBE/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/EBE/MBE/WBE or DBE joint venture participant:

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

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

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

N/A

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 S/E/MWBE/DBE, non- S/E/MWBE/DBE or joint venture:

	Non- SBE/EBE/MWBE/DBE	SBE/EBE/MWBE/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.

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

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Ralph L. Wadsworth Construction Company, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, and authorized to do business within the State of Colorado, as Surety, are held and firmly bound unto the City and County of Denver, Colorado, as Obligee, in full and just sum of Five Percent of Amount Bid Dollars, (\$ 5%), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said Principal is herewith submitting its bid, dated January 30, 2020, for the construction of: **Contract No. 201952601 - High Line Canal Trail Underpass at Parker Rd. & Mississippi Ave.**, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado, and said Obligee has required as a condition for receiving said bid that the Principal deposit specified bid security in the amount of not less than five percent (5%) of the amount of said bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract, for such construction and furnish required Performance and Payment Bond if the contract is offered him that said sum be paid immediately to the Obligee as liquidated damages, and not as a penalty, for the Principal's failure to perform.

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

Signed, sealed and delivered this 24th day of January, 2020.

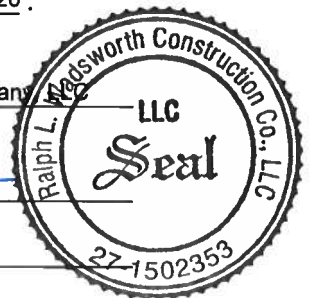
ATTEST


Secretary

Ralph L. Wadsworth Construction Company, LLC
Principal

By: 

Title: President



Travelers Casualty and Surety Company of America
Surety

By: 
Jessica L. Piccirillo, Attorney-in-Fact

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

[SEAL]



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jessica L Piccirillo of FARMINGTON Connecticut, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24th day of January, 2020



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

1. How many employees does your company employ? *

- 1-10 51-100
 11-50 Over 100

1.1 How many of your employees are:

Number of Full Time: * 475 **Number of Part Time: *** _____

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

- Yes No

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

If **Yes**, does it address:

2.1. Employment and retention? *

- Yes No

2.2. Procurement and supply chain activities? *

- Yes No

2.3. Customer Service? *

- Yes No

3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *

EEO Policy Attached

We believe our company is better when diverse viewpoint are welcome and considered in addressing our objectives. Ensuring our diverse workforce has a voice is critical to our future success.

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

- Yes No

If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply) *

- Employee Training
 Pamphlets
 Public EEO Postings
 Other:

5. How often do you provide training and diversity and inclusiveness principles? *

- Monthly
- Quarterly
- Annually
- N/A
- Other:

5.1 What percentage of the total number of employees generally participate? *

- 0-25%
- 26-50%
- 51-75%
- 76-100%
- N/A

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

EEO Policy Attached
P.O's and Subcontract Agreement with EEO Statements.

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

- Yes
- No

7.1 If Yes, how often does it meet? *

- Monthly
- Quarterly
- Annually
- Other:

7.2. If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee. (If Not Applicable, please type N/A below) *

We have a draft initiative to create an employee retention committee which would address among other items, diversity and inclusiveness. As yet, budget and guidelines are awaiting approval.

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

Yes No

9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? *

Yes No

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

11. Would you like information detailing how to implement a Diversity and Inclusiveness program? *

Yes No

If yes, please email XO101@denvergov.org.

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



Signature of Person Completing Form *

02/03/2020

Date



Printed Name of Person Completing Form

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


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

COLORADO DEPARTMENT OF TRANSPORTATION ANTI-COLLUSION AFFIDAVIT	Project No.: 201952601
	Location:

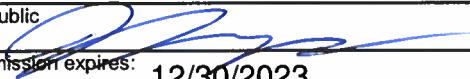

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

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

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

Contractors firm or company name: Ralph L. Wadsworth Construction Company, LLC	By: 	Date: 02/03/2020
	Title: Brandon Squire/President	
2 nd Contractors firm or company name:	By:	Date:
	Title:	

Sworn to before me this 03 day of February 2020

Notary Public 	
My commission expires: <u>12/30/2023</u>	
NOTE: THIS DOCUMENT MUST BE SIGNED IN INK.	

Form 606

COLORADO DEPARTMENT OF TRANSPORTATION – Form 605 CONTRACTORS PERFORMANCE CAPABILITY STATEMENT	Project # 201952601
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1. List names of partnerships or joint ventures none N/A

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

a. Key personnel changes none

b. Key equipment changes none

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

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

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

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

Form 605


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

Project No.:
201952601

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

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

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

Contractors firm or company name: Ralph L. Wadsworth Construction Company, LLC	By: 	Date: 02/03/2020
	Title: Brandon Squire/President	
2 ND Contractors firm or company name:	By:	Date:
	Title:	

Form 621

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION
AND INFRASTRUCTURE**

Bid Documents Package

Contract Number: 201952601



**High Line Canal Trail Underpass at Parker Rd.
and Mississippi Ave.**

December 18, 2019

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

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STATEMENT OF QUANTITIES

Item No.	Description	Estimated	Quantity
201-00000	Clearing and Grubbing	1	LS
202-00010	Removal of Tree	11	EA
202-00035	Removal of Pipe	16	LF
202-00155	Removal of Wall	55	LF
202-00200	Removal of Sidewalk	356	SY
202-00203	Removal of Curb and Gutter	565	LF
202-00210	Removal of Concrete Pavement	116	SY
202-00220	Removal of Asphalt Mat	2,737	SY
202-00250	Removal of Pavement Marking	5,047	SF
202-00400	Removal of Bridge (Ped Bridge)	1	EA
202-00810	Removal of Ground Sign	2	EA
203-00010	Unclassified Excavation (Complete In Place)	2,190	CY
203-00050	Unsuitable Material	100	CY
203-01500	Blading	26	HR
203-01510	Backhoe	52	HR
203-01550	Dozing	52	HR
203-01594	Combination Loader	26	HR
203-01597	Potholing (Special)	40	EA
206-00000	Structure Excavation	7,214	CY



STATEMENT OF QUANTITIES

Item No.	Description	Estimated	Quantity
206-00065	Structure Backfill (Flow-Fill)	4,442	CY
206-00100	Structure Backfill (Class 1)	622	CY
206-00200	Structure Backfill (Class 2)	40	CY
206-01781	Shoring (Area 1)	1	LS
206-01782	Shoring (Area 2)	1	LS
206-01783	Shoring (Area 3)	1	LS
206-01784	Shoring (Area 4)	1	LS
207-00205	Topsoil	494	CY
208-00002	Erosion Log Type 1 (12 in)	110	LF
208-00020	Silt Fence	1,600	LF
208-00035	Aggregate Bag	24	LF
208-00045	Concrete Washout Structure	1	EA
208-00070	Vehicle Tracking Pad	2	EA
208-00103	Removal and Disposal of Sediment (Labor)	52	HR
208-00105	Removal and Disposal of Sediment (Equipment)	52	HR
208-00106	Sweeping (Sediment Removal)	26	HR
208-00107	Removal of Trash	52	HR
208-00207	Erosion Control Supervisor	26	DAY
209-00100	Water (Landscaping)	83	MGAL

STATEMENT OF QUANTITIES

Item No.	Description	Estimated	Quantity
210-00815	Reset Sign Panel	6	EA
212-0000A	Tree Retention and Protection	1	LS
212-00006	Seeding (Native)	1.0	ACRE
212-00032	Soil Conditioning	1.0	ACRE
212-00047	Soil Preparation (Special)	1.0	ACRE
213-00002	Mulching (Weed Free Hay)	1.0	ACRE
213-00061	Mulch Tackifier	154	LB
214-00000	Landscape Maintenance	1	LS
240-00000	Wildlife Biologist	20	HR
240-00010	Removal of Nests	20	HR
250-00010	Environmental Health and Safety Management	1	LS
304-06007	Aggregate Base Course (Class 6)	699	CY
304-09000	Aggregate Base Course (Special)	65	CY
403-00720	Hot Mix Asphalt (Patching) (Asphalt)	31	TON
403-33841	Hot Mix Asphalt (Grading S) (100) (PG 64-22)	769	TON
403-34871	Hot Mix Asphalt (Grading SX) (100) (PG 76-28)	279	TON
411-10255	Emulsified Asphalt (Slow-Setting)	466	GAL
412-01100	Concrete Pavement (11 Inch)	175	SY
504-06406	Soil Nail	2,592	LF



STATEMENT OF QUANTITIES

Item No.	Description	Estimated	Quantity
504-06410	Verification Testing	2	EA
514-00200	Pedestrian Railing (Steel)	780	LF
515-00120	Waterproofing (Membrane)	1,120	SY
601-01030	Concrete Class B (Box Culvert)	64	CY
601-03050	Concrete Class D (Wall)	353	CY
601-40300	Structural Concrete Coating	348	SY
601-40302	Structural Concrete Coating (Anti-Graffiti)	11,539	SF
602-00000	Reinforcing Steel	10,926	LB
602-00020	Reinforcing Steel (Epoxy Coated)	40,099	LB
603-01155	15 Inch Reinforced Concrete Pipe (Complete In Place)	294	LF
603-01365	36 Inch Reinforced Concrete Pipe (Complete In Place)	16	LF
603-71410	14x10 Foot Concrete Box Culvert (Precast)	246	LF
604-00305	Inlet Type C (5 Foot)	1	EA
604-30015	Manhole Slab Base (15 Foot)	3	EA
605-00004	4 Inch Non-Perforated Pipe Underdrain	245	LF
605-00040	4 Inch Perforated Pipe Underdrain	141	LF
605-83002	Geocomposite Drain with Pipe	693	SY
606-00301	Guardrail Type 3 (6-3 Post Spacing)	180	LF
606-00910	Guardrail Type 9 (Style CA)	136	LF



STATEMENT OF QUANTITIES

Item No.	Description	Estimated	Quantity
606-01340	End Anchorage Type 3D	1	EA
606-01370	Transition Type 3G	1	EA
606-02003	End Anchorage (Nonflared)	2	EA
607-11525	Fence (Plastic)	2,000	LF
608-00006	Concrete Sidewalk (6 Inch)	1,189	SY
608-00010	Concrete Curb Ramp	21	SY
608-00024	Concrete Bikeway (4 Inch)	28	SY
608-00028	Concrete Bikeway (8 Inch)	802	SY
608-00350	Concrete Sidewalk (Colored) (6 inch)	207	SY
609-20012	Curb Type 2 (Section M) (Special)	100	LF
609-21020	Curb and Gutter Type 2 (Section II-B)	368	LF
609-21021	Curb and Gutter Type 2 (Section II-M)	73	LF
609-24002	Gutter Type 2 (2 Foot)	469	LF
612-00041	Delineator (Flexible) (Type I)	4	EA
613-00100	1 Inch Electrical Conduit	10	LF
613-00150	1-1/2 Inch Electrical Conduit	405	LF
613-01150	1-1/2 Inch Electrical Conduit (Plastic)	80	LF
613-01200	2 Inch Electrical Conduit (Plastic)	50	LF
613-07000	Pull Box (Special)	11	EA



STATEMENT OF QUANTITIES

Item No.	Description	Estimated	Quantity
613-07011	Pull Box (11"x18"x12")	1	EA
613-10000	Wiring	1	LS
613-70150	Luminaire High Pressure Sodium (150 Watt) (w/ Vandal Cage)	11	EA
614-00000	2" Telspar Tubing Square 12 Gauge Steel	90	LF
614-00011	Sign Panel (Class I)	13	SF
619-00005	Water Line (Denver Water)	1	LS
619-00005A	Water Line (CCVWSD)	1	LS
620-00002	Field Office (Class 2)	1	EA
620-00020	Sanitary Facility	1	EA
621-00450	Detour Pavement	700	SY
622-00010	Inverted 'U' Bicycle Rack	10	EA
625-00000	Construction Surveying	1	LS
626-00000	Mobilization	1	LS
626-01000	Public Information Services	1	LS
627-00008	Modified Epoxy Pavement Marking	90	GAL
627-00011	Pavement Marking Paint (Waterborne)	49	GAL
627-30405	Preformed Thermoplastic Pavement Marking (Word-Symbol)	228	SF
627-30410	Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line)	328	SF



STATEMENT OF QUANTITIES

Item No.	Description	Estimated	Quantity
629-01005	Survey Monument (Type 5)	1	EA
630-00000	Flagging	2,720	HR
630-00007	Traffic Control Inspection	105	DAY
630-00012	Traffic Control Management	275	DAY
630-80335	Barricade (Type 3 M-A) (Temporary)	10	EA
630-80341	Construction Traffic Sign (Panel Size A)	120	EA
630-80342	Construction Traffic Sign (Panel Size B)	6	EA
630-80344	Construction Traffic Sign (Special)	4	SF
630-80355	Portable Message Sign Panel	7	EA
630-80358	Advance Warning Flashing or Sequencing Arrow Panel (C Type)	2	EA
630-80360	Drum Channelizing Device	20	EA
630-80363	Drum Channelizing Device (With Light) (Flashing)	10	EA
630-80370	Concrete Barrier (Temporary)	1,185	LF
630-80380	Traffic Cone	175	EA
630-80510	Mobile Pavement Marking Zone	1	LS
630-85010	Impact Attenuator (Temporary)	3	EA
632-00000	Night Work Lighting	1	LS
641-10010	Initial Shotcrete Facing	4,482	SF
700-70190	F/A Electric Service	1	FA



STATEMENT OF QUANTITIES

Item No.	Description	Estimated	Quantity
700-70270	F/A Water Lines	1	FA
700-70380	F/A Erosion Control	1	FA
700-70491	F/A Traffic Control	1	FA
700-70497	F/A Solid Waste	1	FA

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

NOTICE FOR INVITATION FOR BIDS
FOR CONTRACT NO. 201952601

HIGH LINE CANAL TRAIL UNDERPASS AT PARKER RD. AND MISSISSIPPI AVE.

BID SCHEDULE:
11:00 A.M., LOCAL TIME
JANUARY 30, 2020

Sealed bids will be received in Room 6.G.7, 201 W. Colfax Ave., Denver, CO 80202, beginning at 10:30 a.m., no later than 11:00 a.m., on bid day. All properly delivered bids will then be publicly opened and read aloud.

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 W. Colfax Ave., Department 614, Denver, CO 80202.

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

GENERAL STATEMENT OF WORK:

Construction of a bike/pedestrian box culvert underpass for the High Line Canal Trail crossing under Parker Rd and Mississippi Ave. for the City and County of Denver as the (Local Agency), and its partners, Arapahoe County and CDOT Region 1. The Local Agency project is located in the City and County of Denver (North) and Arapahoe County (South). The new underpass will significantly improve the safety and experience of the High Line Canal Trail for pedestrians and cyclists as well as creating a faster/safer pedestrian connection across Parker Road while enhancing traffic operations. The proposed box culvert is 14-ft wide, 10-ft tall, and ~245-ft long. Retaining walls will be constructed along the underpass approaches, between the trail and service road and on the south side of the trail.

ESTIMATED CONSTRUCTION COST:

The estimated cost of construction for this project is between \$4,000,000.00 and \$4,400,000.00.

TEXTURA CONSTRUCTION PAYMENT MANAGEMENT:

Bidders are required, when preparing a bid, to agree it shall use the Textura® Construction Payment Management System ("Textura") to request payment from the City and to pay subcontractors. All certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Textura. All fees associated with Textura are to be paid by the awarded Contractor. Bidders shall use the pricing scale provided in Instructions to Bidders to price the Textura service appropriately. For details on the company and service, contact the Textura® Corporation at 866-TEXTURA or www.texturacorp.com.

DOCUMENTS AND BID INFORMATION AVAILABLE:

Contract Documents complete with Technical Specifications and, if applicable, construction drawings will be available on the first day of publication at: www.work4denver.com. To download digital Contract Documents at a cost of \$15.00 per download, reference eBid Document Number #6591646. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance.

PRE-BID CONFERENCE:

A pre-bid conference will be held for this Project at 9:00 a.m. local time, on January 7, 2020. This meeting will take place at: WEBB Building, 201 W. Colfax Ave., 4th Floor Conference Room 4.I.4., Denver, Colorado 80202.

DEADLINE TO SUBMIT QUESTIONS: January 14, 2020 by 10:00 a.m. local time.

PREQUALIFICATION REQUIREMENTS:

Each bidder must be prequalified in category 1A HEAVY CIVIL at or above the \$6,000,000.00 monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each bidder must have

submitted a prequalification application a minimum of ten (10) calendar days prior to the bid opening date. Applications must be submitted to the Department of Public Works, Prequalification Section, 201 W. Colfax Ave., Department 614, Denver, CO 80202. To view the Rules and Regulations and to obtain a prequalification application, please visit our website at www.denvergov.org/prequalification or call 720-865-2539 for prequalification information ONLY.

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

Construction, reconstruction and remodeling contracts made and entered into by the City and County of Denver are subject to Article III, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, (Sections 28-31 to 28-36 and 28-52 to 28-90 D.R.M.C) and all Minority/Women Business Enterprise and Equal Employment Opportunity Rules and Regulations adopted by the Director of the Division of Small Business Opportunity.

Article III, Division 3 of Chapter 28 of the D.R.M.C. directs the Director of the Division of Small Business Opportunity to establish a project goal for expenditures on construction, reconstruction, and remodeling work contracted by the City and County of Denver. The specific goal for this project is:

18% Minority/Women Business Enterprise (M/WBE) Participation

Project goals must be met with certified participants as set forth in Section 28-60, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-62 D.R.M.C. For compliance with good faith requirements under Section 28-62(b), **the M/WBE percentage solicitation level required for this project is 100%.**

The Director of the Division of Small Business Opportunity urges all participants in City construction, reconstruction and remodeling projects to assist in achieving these goals.

MISCELLANEOUS:

Contracts for construction, reconstruction, and remodeling are subject to the City prevailing wage rate requirements established pursuant to Section 20-76, D.R.M.C. City contracts are subject to payment of City Minimum Wage established pursuant to Section 20-82 through 20-84 D.R.M.C.

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

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

Publication Dates: December 18, 19, 20 2019
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 copy of the Contract Documents contains the Bid Form and Submittal Package for this Project, which must be used to submit a bid hereunder. The bidder must fully complete, execute and submit this Bid Form and Submittal Package, along with any other specified components of the Contract Documents, as its bid for the referenced Project.

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

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

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

IB-3 CONTRACT DOCUMENTS AS PUBLISHED BY CITY

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

IB-4 COMPLETING AND SIGNING THE BID FORMS

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

For Bid Forms requiring unit price bids, the bidder shall write in the Bid Form spaces provided a unit price for each item for which a quantity is given and shall also write the product of each unit price and the quantity specified in the "Amount" or "Total" space provided.

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

IB-5 UNACCEPTABLE BIDS

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

IB-6 INFORMAL AND UNBALANCED BIDS

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

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

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

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

IB-7 ONLY ONE BID ACCEPTED

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

IB-8 BID GUARANTEE

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

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

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

IB-9 SITE INSPECTION AND INVESTIGATIONS

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

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

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

IB-10 INCONSISTENCIES

Any seeming inconsistencies or ambiguities between different provisions of the Contract Documents or any point which the bidder believes requires a decision or interpretation by the City must be inquired into by the bidder by addressing a formal written communication to the Manager of 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, 2nd Floor, Denver, CO 80202, in the Wellington E. Webb Municipal Office Building.

IB-13 PRE-BID MEETING

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

IB-14 ADDENDA

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

IB-15 BID OPENING

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

IB-16 EVALUATION OF BIDS AND BASIS OF BID SELECTION

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

Selection will be made on the basis of the lowest, total, responsive, qualified bid, which bid shall include the total base bid set forth on the Bid Form, plus the total of any alternates set forth on the Bid Form and selected by the City during evaluation. Alternates, if any are included in the bid, will be selected in the priority shown on the Bid Form, subject to the limits of available funds. Bid selection will be subject to all requirements and special bidder qualifications contained herein and subject to approval of such resulting Contract in accordance with the Charter and Revised Municipal Code of the City and County of Denver. In addition to all other specified requirements, the City will correct arithmetical errors in all bids and corrected totals only will be considered as the basis of selection.

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

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

IB-17 NOTICE TO APPARENT LOW BIDDER

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

In accordance with the terms and conditions contained in the Bid Form and Submittal Package and any additional requirements set forth in the Notice to Apparent Low Bidder or elsewhere in the Contract Documents, the Apparent Low Bidder shall execute the Contract Form contained in the 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 contracts 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 a material purchased prior to the issuance of Notice to Proceed is at the Contractor's risk.

IB-19 BONDING REQUIREMENTS

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

IB-20 INSURANCE REQUIREMENTS

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

IB-21 PERMITS AND LICENSES

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

IB-22 PREVAILING WAGE REQUIREMENTS

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

Date bid or request for qualifications/proposals was advertised: December 18, 2019.

Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the date the Contract was fully executed. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

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

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

IB-23 PAYMENT OF CITY MINIMUM WAGE

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

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

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

IB-24 TAX REQUIREMENTS

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

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

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

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

IB-25 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

Each bidder shall, as a condition of responsiveness to this solicitation, complete and return the “Diversity and Inclusiveness in City Solicitations Information Request Form” with their Bid. Using the “Diversity and Inclusiveness in City Solicitations Information Request Form” provided, please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service and provide the additional information requested on the form. The information provided on the “Diversity and Inclusiveness in City Solicitations Information Request Form” will provide an opportunity for City contractors to describe their own diversity and inclusiveness practices. Contractors are not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor’s current practices, if any. Diversity and Inclusiveness information provided by City contractors in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable provided by or obtained from contractor’s will be in such reports.

IB-26 MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) REQUIREMENTS

Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 28-36 and 28-52 – 28-90 D.R.M.C. and referred to in these Bid Documents as the “M/WBE Ordinance” and any Rules or Regulations promulgated pursuant thereto apply to this Project and are incorporated into these Bid Documents by reference. Generally, the M/WBE Ordinance provides for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity (DSBO), devised to provide increased bidding opportunities for Minority/Women Business Enterprises (M/WBEs). As such, each bidder must comply with the terms and conditions of the M/WBE Ordinance in making its bid and, if awarded the Contract, in performing all Work thereunder. A bidder’s failure to comply with the M/WBE Ordinance, any Rules or Regulations promulgated pursuant thereto, or any additional requirement contained herein shall render the bid non-responsive and shall constitute cause for rejection. Failure by the contractor awarded the contract to comply with M/WBE Ordinance requirements during the performance of the contract is a material breach of the contract, which may result in the in the imposition of sanctions on the Contractor, as deemed appropriate by DSBO. Copies of the M/WBE Ordinance and its accompanying Rules and Regulations are available for the use and review of bidders from DSBO. In order to comply with the bid requirements of the M/WBE Ordinance, a bidder shall either meet the established project goal or, in the alternative, demonstrate that the bidder has made sufficient good faith efforts to meet the goal in accordance with the M/WBE Ordinance.

Meeting Established Goal

In preparing a bid to meet the established Project goal, bidders should consider the following instructions relating to compliance with the M/WBE Ordinance:

1. Under the M/WBE Ordinance, the Director of DSBO (“Director”) is directed to establish project goals for expenditures on construction, reconstruction, and remodeling work performed for the City and County of Denver. The specific goal for this project is stated in the Notice of Invitation for Bids bound herein.
2. In preparing its bid, each bidder shall list on the Bid Form pages entitled "List of Proposed MWBE Bidders, Subcontractors, Suppliers, Manufacturers, Manufacturers' Representatives or Brokers" the name, address, work description/supply, committed level of participation and other required information for each M/WBE of any tier which the bidder intends to use in performing the work on this Project. **Only the M/WBEs identified and the precise levels of participation listed for each on the Bid Form page, at the time of bid opening, will be considered in determining whether the bidder has met the designated participation goal. Additional, revised or corrected participation submitted after bid opening will not be considered.** M/WBE bidders may count self-performance or joint venture activity in meeting the M/WBE project goal, but only for the scope of work performed as a commercially useful function and at a percentage level the M/WBE will be performing itself.

3. Any agreement between a bidder or proposer and an MBE or WBE in which the bidder or proposer requires that the MBE or WBE not provide subcontracting quotations to other bidders or proposers is prohibited and shall render a bidder's bid or proposer's proposal nonresponsive. D.R.M.C. 28-63(f)
4. If a bidder/proposer is participating in a joint venture with a certified M/WBE firm, complete the Joint Venture Eligibility Form and Joint Venture Affidavit contained in this bid document/RFP. Submit the aforementioned forms with the firm's Joint Venture Agreement, to the DSBO Director, **at least 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.
5. All M/WBEs listed on the Bid Form must be properly certified by the City on or before the date bids are opened in order to count towards meeting the designated goal. DSBO maintains an M/WBE Directory ("Directory"), which is a current listing of M/WBEs that have been certified by the City. A copy of the DSBO Directory is located at DSBO web site at <https://www.denvergov.org/dsbo>. Bidders are encouraged to use the Directory to assist in locating M/WBEs for the work and supplies required on the Project. Bidders are reminded that changes may be made to the Directory at anytime in accordance with the City's M/WBE Ordinance and procedures established to administer this program and a current copy of the Directory must always be used in preparing a bid. M/WBE certification or listing in the Directory is not a representation or warranty by the City as to the qualifications of any listed M/WBE.
6. In accordance with the provisions of the M/WBE Ordinance, DSBO will evaluate each bid to determine the responsiveness of the bid to the requirements of the M/WBE Ordinance. In determining whether a bidder's committed level of participation meets or exceeds the stated M/WBE goal, DSBO shall base its calculation of applicable amounts and percentages on the total base bid amount, not including any listed alternates, of each bid as follows:
 - a. The bid information provided by the agency will be used to determine the total base bid amount of each bid. Each bidder's total base bid amount will be multiplied by the M/WBE percentage established for the project to determine the exact dollar amount of required M/WBE participation for the Project. This amount will then be compared against the exact dollar amounts for the M/WBE committed for participation by the bidder. If the total dollar amount of participation listed meets or exceeds the established M/WBE dollar amount goal listed, then DSBO will determine that the goal has been met.
 - b. In addition, DSBO will determine the exact commitment percentage for each listed M/WBE by dividing the dollar amount listed for each M/WBE by the total base bid dollar amount submitted by the bidder. These individual percentages, when totaled for all listed M/WBE, will establish the total committed percentage level of M/WBE participation that the bidder must comply with during the life of the contract. In all cases, the committed percentage level of M/WBE participation must equal or exceed the assigned M/WBE goal for the Project.
 - c. In providing the exact dollar amount of participation for each listed M/WBE, a bidder should take care never to round up in determining whether or not the total of these amounts meets or exceeds the established percentage goal. The goal must be met or exceeded by dollar amounts and percentages in order for DSBO to determine that the bidder has met or exceeded the applicable M/WBE goal.
 - d. As previously mentioned, compliance with the M/WBE goal will be determined on the base bid alone. If a bid contains alternates, participation contained in any alternate will not count towards satisfaction of the Project goal. However, should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the M/WBE goal percentage level submitted at bid time, on the base bid, will also apply to the selected alternates and must be maintained for the life of the contract on the total contract amount,

including any alternate work. Thus, even though such participation will not be considered in evaluating bids, bidders are urged to consider participation in preparing bids for designated alternates.

- d. On projects where force account or allowance bid items have been included, bidders must meet the M/WBE goal percentage based upon the total base bid, including all such items that are submitted to the City. However, when a force account or allowance is designated by the City to be either performed or purchased from a specific company, the bidder may back out the dollar amount of the force account or allowance from the total base bid and meet the M/WBE goal on the remaining reduced amount.
 - e. On bids which, at the time of bid opening, are equal to or exceed Five Million Dollars (\$5,000,000.00), including any alternates which may be selected, only sixty percent (60%) of the value of the commercially useful function performed by M/WBE suppliers shall count toward satisfaction of the Project goal. On Projects under Five Million (\$5,000,000.00) the value of the commercially useful function of M/WBE supplier(s) will count at a one hundred percent (100%) level. Manufacturer's representatives and packagers shall be counted in the same manner as brokers.
 - f. In utilizing the M/WBE participation of a Broker only the bona fide commissions earned by such Broker for its performance of a commercially useful function will count toward meeting the Project goals. The bidder must separate the bona fide brokerage commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the goal.
7. On or before the third (3rd) working day after bid opening, all of the Bidders are required to submit an executed "Letter of Intent" for each M/WBE listed on the Bid Form as a joint venture member, subcontractor, supplier, manufacturer, manufacturers' representative or broker of any tier. **An MBE or WBE Prime Bidder needs to submit a Letter of Intent for itself for self performed work**, and must identify their level of participation on the designated M/WBE participation page bound herein. A Letter of Intent shall be submitted only for the M/WBEs listed at the time of bid opening, since this is the only participation that will be counted toward satisfaction of the project goal. A form for the M/WBE Letter of Intent is included with the Bid Form. The M/WBE Letter of Intent is a written communication from the Bidder to the City evidencing an understanding that the Bidder has or will enter into a contractual relationship with the M/WBE or that its subcontractor(s) and supplier(s), manufacturer(s), manufacturers' representative(s) and broker(s) will do so. Each M/WBE Letter of Intent shall be accompanied by a copy of the City and County of Denver's M/WBE certification letter for each proposed M/WBE identified at bid time. Bidders are urged to carefully review these Letters before submission to the City to ensure that they are properly completed and executed by the appropriate parties.

Good Faith Effort

In preparing a bid to demonstrate a good faith effort, bidders should consider the following instructions relating to compliance with the M/WBE Ordinance:

1. If the bidder or proposer has not fully met the project goal as provided in section 28-60, then it shall demonstrate that it has made good faith efforts to meet such goal. The bidder or proposer shall furnish to the director, within three (3) working days after bid opening by the City or on or before the time of the final project-specific proposal submitted to and authorized by the City pursuant to a competitive selection process, or bid selection by a private owner, a detailed statement of its good faith efforts to meet the project goal set by the director. This statement shall address each of the items in subsection (b) and any additional criteria that the director may establish by rule or regulation consistent with the purposes of this division 3. Good faith efforts must be demonstrated to be meaningful and not merely for formalistic compliance with this Division 3. The scope and intensity of the efforts will be considered in determining whether the bidder or proposer has achieved a good faith effort.

2. The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, which may be further defined by rule or regulation. A bidder or proposer may include any additional information it believes may be relevant. Failure of a bidder or proposer to show good faith efforts as to any one (1) of the following categories shall render its overall good faith effort showing insufficient and its bid or proposal non-responsive:
 - a. If prebid or preselection meetings are scheduled by the City at which MBEs and WBEs may be informed of subcontracting or joint venture opportunities under a proposed contract to be bid, or procured pursuant to the competitive selection process, attendance at such prebid or preselection meetings is not mandatory; however, bidders and proposers are responsible for the information provided at these meetings.
 - b. The bidder or proposer must solicit through all reasonable and available means, the interest of all MBEs and WBEs certified in the scopes of work of the contract. The bidder or proposer must solicit the interest of such MBEs and WBEs within sufficient time, prior to the bid opening or date of final project-specific proposal in the case of a competitive selection process, to allow such MBEs and WBEs to respond to the solicitation. The bidder or proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
 - c. The bidder or proposer must select portions of the work of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the project goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation as subcontractors or joint venturers, and for bidder or proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry practice, even when the bidder or proposer would otherwise prefer to perform these work items with its own forces. The bidder or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of bids, proposals and quotes from MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a bidder or proposer to perform the work of a contract with its own forces does not relieve the bidder or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.
 - d. The bidder or proposer, consistent with industry practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans, specifications, and requirements of the contract, including bonding and insurance requirements, if any, to assist them in responding to a solicitation.
 - e. The bidder or proposer must negotiate in good faith with interested MBEs and WBEs and provide written documentation of such negotiation with each such MBE or WBE.
 - f. For each MBE or WBE which contacted the bidder or proposer or which the bidder or proposer contacted or attempted to subcontract or joint venture with, consistent with industry practice, the bidder or proposer must supply a statement giving the reasons why the bidder or proposer and the MBE or WBE did not succeed in negotiating a subcontracting, supplier, manufacturer, manufacturer's representative, broker or joint venture agreement, as applicable.
3. The bidder or proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE did not submit the lowest bid or it was not qualified. Such verification shall include a verified statement of the amounts of all bids received from potential or utilized subcontractors, suppliers, manufacturers, manufacturer's representatives, brokers or joint venturers on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the bidder or proposer shall be guided by the definition of qualified in section 28-54(42), but evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its

to sanctions set forth in the M/WBE Ordinance. These instructions are intended only to generally assist the bidder in preparing and submitting a compliant bid. Should any questions arise regarding specific circumstances, bidders must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (720) 913-1999.

IB- 27 DISCLOSURE OF INFORMATION

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

IB-28 GENERAL BIDDING INFORMATION

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

IB-29 PAYMENT PROCEDURE REQUIREMENTS

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

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

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**RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Promulgated and adopted by the 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**

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.

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

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

/s/

Manager of Public Works
City and County of Denver

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

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

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

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

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

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

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.

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CITY AND COUNTY OF DENVER

CONTRACT NO. 201952601

HIGH LINE CANAL TRAIL UNDERPASS AT PARKER RD. AND MISSISSIPPI AVE.

CONTRACT

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

**Ralph L. Wadsworth Construction Company, LLC
9351 Grant Street, Suite 110
Thornton, CO 80229**

WITNESSETH, commencing on **December 18, 2019**, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

<p>CONTRACT NO. 201952601</p> <p>HIGH LINE CANAL TRAIL UNDERPASS AT PARKER RD. AND MISSISSIPPI AVE.</p>

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

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

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

1. CONTRACT DOCUMENTS

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

Advertisement of Notice of Invitation for Bids
Instructions to Bidders
Commitment to M/WBE Participation
Article III, Divisions 1, 2, and 3 of Chapter 28, D.R.M.C.
Bid Bond
Addenda (as applicable)

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

2. SCOPE OF WORK

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

3. TERMS OF PERFORMANCE

The Contractor agrees to undertake the performance of the Work under this Contract within ten (10) days after being notified to commence work by issuance of a Notice to Proceed in substantially the form contained herein from the Manager and agrees to fully complete said Work within **272** (Two Hundred and Seventy-Two Days) consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

4. TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for **bid item numbers 201-00000 through 700-70497 (One-Hundred Thirty-Six) [136] total bid items**, the total estimated cost thereof being **(Five Million, One Hundred Seventy-One Thousand, Eighty Six Dollars, and Ninety-Six Cents (\$5,171,086.96))**. Adjustments to said Contract Amount and payment of amounts due hereunder shall be made in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

5. NO DISCRIMINATION IN EMPLOYMENT

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

6. COMPLIANCE WITH M/WBE REQUIREMENT

This Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 28-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the "M/WBE Ordinance". Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 of the D.R.M.C., to maintain throughout the duration of this Contract, compliance with the level of Minority/Women Business Enterprise participation, upon which the City approved the award of this Contract to the Contractor and the Contractor further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the M/WBE Ordinance shall subject the Contractor to sanctions in accordance with Section 28-77 of the D.R.M.C. Nothing contained in this

provision or in the M/WBE Ordinance shall negate the City's right to prior approval of subcontractors, or substitutes therefore, under this Contract

7. WAGE RATE REQUIREMENTS

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

8. APPLICABILITY OF LAWS

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

9. APPROPRIATION

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

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

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

10. APPROVALS

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

11. ASSIGNMENT

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

12. DISPUTES RESOLUTION PROCESS

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

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

13. CONTRACT BINDING

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

14. PARAGRAPH HEADINGS

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

15. SEVERABILITY

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

16. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

Contract Control Number:
Contractor Name:

PWADM-201952601-00
RALPH L. WADSWORTH CONSTRUCTION COMPANY, LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PWADM-201952601-00
RALPH L. WADSWORTH CONSTRUCTION COMPANY, LLC

By: 

Name: Brandon Squire
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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

General Contract Conditions

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CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

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*

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

Colorado Department of Transportation:

Standard Specifications for Road and Bridge Construction
(Sections 200 through 700 of the 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 2015 Series, City and County of Denver Amendments 2016)

National Fire Protection Association Standards

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

The aforementioned City and County of Denver documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5th floor), Denver, CO 80202. The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available at: <https://www.denvergov.org/content/denvergov/en/contract-administration/contractor-resources.html>. *Transportation Standards and Details for the Engineering Division* and the Wastewater Management Division – *Standard Detail Drawings*, are available at <http://www.denvergov.org>.

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

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

SC-2 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 212, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

Denver Department of Public Works:

<u>Project Manager</u>	<u>Name</u>	<u>Telephone</u>
City Project Manager	Lisa Hilt	720.865.3160
<u>Consultant</u>	<u>Consultant Contact</u>	<u>Telephone</u>
Design Consultant HDR Engineering, Inc.	Robert Manzaneres	303.357.2407

SC-6 LIQUIDATED DAMAGES; MILESTONES

.1 Time is of the essence in performing the Contract. In the event the Contractor fails to achieve the milestones described below or fails to meet any other time requirement or the time limit set forth in the Contract (See Milestone Schedule SC 6.5 below), after due allowance for any extension or extensions of time made in accordance with the provisions herein set forth, the Contractor shall be liable to the City for liquidated damages, and not as a penalty, in the amount stipulated therefore in the Contract Form or in the Special Conditions. Such liquidated damages shall be assessed for each and every Day that the Contractor shall be in default, as established by said time limit or limits. The City shall have the right to deduct said liquidated damages from any amount due or that may become due the Contractor, or to collect such liquidated damages from the Contractor or its surety.

.2 Liquidated damages in the amount stipulated do not include any sums of money to reimburse the City for actual damages which may be incurred between Substantial Completion and Final Completion because of the Contractor’s failure to achieve Final Completion within the Contract Time. For such delay in

Final Completion, the Contractor shall reimburse the City, as a mitigation of City damages and not as a penalty, those administrative costs incurred by the City as a result of such failure. Representative hourly rates for such administrative costs are set out in the Special Conditions. The Project Manager shall calculate the City's administrative costs based on such Special Conditions, as the same may be revised from time to time.

Representative hourly rates for the City administrative costs 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

.3 Liquidated damages in the amounts stipulated do not include any sums of money to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the City will assess these extra costs against the Contractor, and these assessments will be in addition to the stipulated liquidated damages.

.4 The City reserves all of its rights to actual damages from the Contractor for injury or loss suffered by the City from actions or omissions of the Contractor, including but not limited to any other breach or default of the Contract, outside of the scope of the above sections of GC 602.

.5 The Parties recognize and agree that time is of the essence on this Contract. Due to the time sensitivities, the Contract establishes multiple milestones based on the date the Notice to Proceed is issued by the City. Milestone completion shall be achieved per the Milestone Schedule listed herein. If Substantial Completion is not reached by the last day of the individual milestone work window, liquidated damages will be assessed by the City to the contractor in the amount of \$4,100.00 per calendar day. Completion for the purposes of this section 602.6 shall include all work completed per the Contract and any executed change orders and any executed amendments.

.6 Milestone Schedule:

<u>Milestone</u>	<u>Location</u>	<u>Milestone Work Window</u>
1	Denver Water Conduit 35 Shutoff	March 16, 2020 — May 11, 2020 (Revised 1-23-2020) October 1, 2020 - December 1, 2020
2	Cherry Creek Valley Water & Sanitation District Water Line	Initial closure plus 14 consecutive calendar days
3	Parker Road Weekend Full Closure (Revised 02-12-2020)	9:00 pm Friday - 5:00 a.m Monday

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 to request payment from the City and to pay subcontractors. All certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Textura®. Contractor further agrees that, to the fullest extent possible within Textura, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through Textura, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees it will activate any available settings within Textura necessary to grant the City access to such non-Confidential information related to the contract and the project.

Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Public Works	TBD	TBD

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 WAGESPAID.
4. Applications for Payment must be accompanied by completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, **AND** the Contractors' Certification of Payment Form (CCP), unless an exception is approved pursuant to General contract condition 907.

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

DEPARTMENT OF PUBLIC WORKS

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

Form with fields for PROJECT NO. and NAME, DATE, NAME OF CONTRACTOR, SUBCONTRACT #, NAME OF SUBCONTRACTOR/SUPPLIER, SUBCONTRACT VALUE, LAST PROGRESS PAYMENT, CHECK APPLICABLE BOX (MBE, WBE), TOTAL PAID TO DATE, and DATE OF LAST WORK.

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

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

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

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

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

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

STATE OF COLORADO) ss.
CITY OF _____)
(Name of Subcontractor)
Signed and sworn before me this
day of_____, 20___. By: _____
Notary Public/Commissioner of Oaths Title: _____
My Commission Expires:



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
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. Please complete an additional CCP if there is second tier-ing involved.

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/E/DBEs use the exact name listed in the DSBO Directory.

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

Rev 031816

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 Attorneytime.

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, Auto Liability and Contractors Pollution 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.

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

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>

******NOTE: Additional SC-18 to SC-21 were added by Addendum #2******

SC-18 DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE (REPLACES GENERAL CONTRACT CONDITION 203)

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

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

SC-19 MANAGER OF DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE (REPLACES GENERAL CONTRACT CONDITION 204)

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

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

SC-20 ACCOUNTING OF COST AND AUDIT

Title 911 is hereby deleted in its entirety and replaced with the following:

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractors' performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

SC-21 DEFENSE AND INDEMNIFICATION

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY AND COUNTY OF DENVER

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **Ralph L. Wadsworth Construction Company, LLC, 9351 Grant Street, Suite 110, Thornton, CO 80229**, a corporation organized and existing under and by virtue of the laws of the State of **Colorado**, hereafter referred to as the "Contractor", and Travelers Casualty and Surety Company of America, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, 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 Million, One Hundred Seventy-One Thousand, Eighty Six Dollars, and Ninety-Six Cents Dollars (\$5,171,086.96)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **CONTRACT NO. 201952601 HIGH LINE CANAL TRAIL UNDERPASS AT PARKER RD. AND MISSISSIPPI AVE.**, 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;

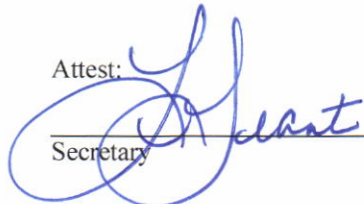
PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) 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 _____ day of _____, 2020.

Attest: 
Secretary



Ralph L. Wadsworth Construction Company, LLC

Contractor

By: 
President

Travelers Casualty and Surety Company of America

Surety

By: 
Attorney-In-Fact Jessica L. Piccirillo

(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

Signature by the CAO will be provided
By: later and fully incorporated herein.
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF
DENVER

Signature by the CAO will be provided
By: later and fully incorporated herein.
MAYOR

Signature by ED will be provided later and fully
By: incorporated herein
**EXECUTIVE DIRECTOR OF THE DEPARTMENT OF
TRANSPORTATION AND INFRASTRUCTURE**



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

FAX NUMBER: 720-913-XXXX
TELEPHONE NUMBER: 720-913-XXXX

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

RE: Ralph L. Wadsworth Construction Company, LLC

Contract No: 201952601
Project Name: High Line Canal Trail Underpass at Parker Rd. and Mississippi Ave.
Contract Amount: \$5,171,086.96
Performance and Payment Bond No.: #107253489

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Travelers Casualty and Surety Company of America insurance company, on July 1, 2020

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at (860) 269-2163

Thank you.

Sincerely,

Jessica L. Piccirillo
Attorney-in-Fact

Travelers Casualty and Surety Company of America

City and County of Denver
201 West Colfax Avenue, Dept 608 | Denver, CO
80202 www.denvergov.org/dotj

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



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jessica Piccirillo of Farmington, CT, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.: 107253489

OR

Principal: Ralph L. Wadsworth Construction Company, LLC

Obligee: City and County of Denver, CO

Project Description: Contract #201952601 - High Line Canal Trail Underpass at Parker Rd & Mississippi Ave

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 6th day of May, 2019.



State of Connecticut

By:
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 6th day of May, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Anna P. Nowik, Notary Public

My Commission expires the 30th day of June, 2021

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____, 2020



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2020

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

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

PRODUCER Uniondale-Alliant Ins Svc Inc 333 Earle Ovington Blvd Ste 700 Uniondale NY 11553	CONTACT NAME: Connor Baker	
	PHONE (A/C No. Ext): 516-414-8278	FAX (A/C, No):
E-MAIL ADDRESS: connor.baker@alliant.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Berkshire Hathaway Specialty I		22276
INSURER B: Executive Risk Indemnity Inc		35181
INSURER C: Federal Insurance Company		20281
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 376345854 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	54309707-02	6/1/2020	6/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	(20)5430-97-05	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	47-XSF-303345-04	6/1/2020	6/1/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	005 4309704 03	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract No, 201952601 / High Line Canal Trail Underpass at Parker Road and Mississippi Avenue
 The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteer are included as Additional Insured as respects Liability arising out of work performed by the Named Insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver
 201 West Colfax Ave. Dept 614
 Denver, CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTICE TO APPARENT LOW BIDDER

Name
Address
City, State, ZIP

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

CONTRACT (#) Contract Title

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

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

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

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

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

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

NOTICE TO APPARENT LOW BIDDER
CONTRACT NO.
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 _____ 2019.

CITY AND COUNTY OF DENVER

By _____

Executive Director of Public Works

SAMPLE

City and County of Denver Department of Public Works
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dpw

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



**NOTICE TO PROCEED
(SAMPLE)**

Current Date

Name
Company
Street
City/State/Zip

CONTRACT NO. 201952601, HIGHLINE CANAL TRAIL UNDERPASS AT PARKER RD. AND MISSISSIPPLAVE.

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 201952601, 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:

City and County of Denver Department of Public Works
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dpw

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



Certificate of Contract Release
(SAMPLE)

Current Date

Name

Street Address

City, State, Zip

RE: Certificate of Contract Release for
201952601, HIGH LINE CANAL TRAIL UNDERPASS AT PARKER RD. AND MISSISSIPPI AVE.

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, _____cents (\$0.00), 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 (###) ###-####. Please return this document to me via email at pw.procurement@denvergov.org.

Sincerely,

Contract Administration

City and County of Denver Department of Public Works
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dpw

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

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION
AND INFRASTRUCTURE**

Prevailing Wage Rates

Contract Number: 201952601



**High Line Canal Trail Underpass at Parker Rd.
and Mississippi Ave.**

December 18, 2019

May 10, 2019

**U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES
COLORADO HIGHWAY CONSTRUCTION
GENERAL DECISION NUMBER - CO190009**

NOTICE

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

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

Instructions for use on CDOT construction projects:

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

Decision Nos. CO190009 dated January 04, 2019 supersedes Decision Nos. CO180019 dated January 05, 2018.		Modifications			ID
		MOD Number	Date	Page Number(s)	
When work within a project is located in two or more counties and the minimum wages and fringe benefits are different for one or more job classifications, the higher minimum wages and fringe benefits shall apply throughout the project.		1	05/10/19	1 & 2	1
General Decision No. CO190009 applies to the following counties: Denver and Douglas counties.					
General Decision No. CO190009 The wage and fringe benefits listed below reflect collectively bargained rates.					
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod	
1279	CARPENTER (Form Work Only)	25.50	9.47		
	TRAFFIC SIGNALIZATION:				
	Traffic Signal Installation				
1280	Zone 1	26.42	4.75% + 8.68		
1281	Zone 2	29.42	4.75% + 8.68		
	<u>Traffic Installer Zone Definitions</u> Zone 1 – Within a 35 mile radius measured from the addresses of the following cities: Colorado Springs - Nevada & Bijou Denver - Ellsworth Avenue & Broadway Ft. Collins - Prospect & College Grand Junction - 12th & North Avenue Pueblo - I-25 & Highway 50 Zone 2 - All work outside these areas.				
	POWER EQUIPMENT OPERATOR:				
	Hydraulic Backhoe				
1282	Wheel Mounted, under ¾ yds.	28.25	10.70	1	
1283	Backhoe/Loader combination	28.25	10.70	1	
	Drill Rig Caisson				
1284	Smaller than Watson 2500 and similar	28.25	10.70	1	
1285	Watson 2500 similar or larger	28.57	10.70	1	
	Loader				
1286	Up to and including 6 cubic yards	28.25	10.70	1	
1287	Denver County - Under 6 cubic yards	28.25	10.70	1	
1288	Denver County - Over 6 cubic yards	28.40	10.70	1	

General Decision No. CO190009				
The wage and fringe benefits listed below reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Motor Grader			
1289	Douglas county - Blade Rough	28.25	10.70	1
1290	Douglas county - Blade Finish	28.57	10.70	1
	Crane			
1291	50 tons and under	28.40	10.70	1
1292	51 to 90 tons	28.57	10.70	1
1293	91 to 140 tons	29.55	10.70	1
	Scraper			
1294	Single bowl under 40 cubic yards	28.40	10.70	1
1295	40 cubic yards and over	28.57	10.70	1
General Decision No. CO190009				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
1296	CARPENTER (Excludes Form Work)	19.27	5.08	
	CEMENT MASON/CONCRETE FINISHER:			
1297	Denver	20.18	5.75	
1298	Douglas	18.75	3.00	
1299	ELECTRICIAN (Excludes Traffic Signal Installation)	35.13	6.83	
1300	FENCE ERECTOR (Excludes Link/Cyclone Fence Erection)	13.02	3.20	
1301	GUARDRAIL INSTALLER	12.89	3.20	
	HIGHWAY/PARKING LOT STRIPING:			
	Painter			
1302	Denver	12.62	3.21	
1303	Douglas	13.89	3.21	
	IRONWORKERS:			
1304	Reinforcing (Excludes Guardrail Installation)	16.69	5.45	
1305	Structural (Includes Link/Cyclone Fence Erection), (Excludes Guardrail Installation)	18.22	6.01	

General Decision No. CO190009				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	LABORERS:			
1306	Asphalt Raker	16.29	4.25	
1307	Asphalt Shoveler	21.21	4.25	
1308	Asphalt Spreader	18.58	4.65	
	Common or General			
1309	Denver	16.76	6.77	
1310	Douglas	16.29	4.25	
1311	Concrete Saw (Hand Held)	16.29	6.14	
1312	Landscape and Irrigation	12.26	3.16	
	Mason Tender - Cement/Concrete			
1313	Denver	16.96	4.04	
1314	Douglas	16.29	4.25	
	Pipelayer			
1315	Denver	13.55	2.41	
1316	Douglas	16.30	2.18	
	Traffic Control			
1317	Flagger	9.55	3.05	
1318	Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags, (Excludes Flaggers)	12.43	3.22	
	PAINTER:			
1319	Spray Only	16.99	2.87	
	POWER EQUIPMENT OPERATOR:			
	Asphalt Laydown			
1320	Denver	22.67	8.72	
1321	Douglas	23.67	8.47	
	Asphalt Paver			
1322	Denver	24.97	6.13	
1323	Douglas	25.44	3.50	

General Decision No. CO190009				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Asphalt Roller			
1324	Denver	23.13	7.55	
1325	Douglas	23.63	6.43	
1326	Asphalt Spreader	22.67	8.72	
	Backhoe/Trackhoe			
1327	Douglas	23.82	6.00	
1328	Bobcat/Skid Loader	15.37	4.28	
1329	Boom	22.67	8.72	
	Broom/Sweeper			
1330	Denver	22.47	8.72	
1331	Douglas	22.96	8.22	
1332	Bulldozer	26.90	5.59	
1333	Concrete Pump	21.60	5.21	
	Drill			
1334	Denver	20.48	4.71	
1335	Douglas	20.71	2.66	
1336	Forklift	15.91	4.68	
	Grader/Blade			
1337	Denver	22.67	8.72	
1338	Guardrail/Post Driver	16.07	4.41	
	Loader (Front End)			
1339	Douglas	21.67	8.22	
	Mechanic			
1340	Denver	22.89	8.72	
1341	Douglas	23.88	8.22	

General Decision No. CO190009				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Oiler			
1342	Denver	23.73	8.41	
1343	Douglas	24.90	7.67	
	Roller/Compactor (Dirt and Grade Compaction)			
1344	Denver	20.30	5.51	
1345	Douglas	22.78	4.86	
1346	Rotomill	16.22	4.41	
	Screed			
1347	Denver	22.67	8.38	
1348	Douglas	29.99	1.40	
1349	Tractor	13.13	2.95	
	TRAFFIC SIGNALIZATION:			
	Groundsman			
1350	Denver	17.90	3.41	
1351	Douglas	18.67	7.17	
	TRUCK DRIVER:			
	Distributor			
1352	Denver	17.81	5.82	
1353	Douglas	16.98	5.27	
	Dump Truck			
1354	Denver	15.27	5.27	
1355	Douglas	16.39	5.27	
1356	Lowboy Truck	17.25	5.27	
1357	Mechanic	26.48	3.50	
	Multi-Purpose Specialty & Hoisting Truck			
1358	Denver	17.49	3.17	
1359	Douglas	20.05	2.88	

General Decision No. CO190009				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	TRUCK DRIVER (con't.):			
	Pickup and Pilot Car			
1360	Denver County	14.24	3.77	
1361	Douglas County	16.43	3.68	
1362	Semi/Trailer Truck	18.39	4.13	
1363	Truck Mounted Attenuator	12.43	3.22	
	Water Truck			
1364	Denver County	26.27	5.27	
1365	Douglas County	19.46	2.58	

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program.

If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

Write to:

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

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

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

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

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

END OF GENERAL DECISION NO. CO190009

