

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



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

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Contract Documents**

**Contract Number: 202054285**

**Red Rocks Stage Roof**

**April 20, 2020**



**NOTICE TO APPARENT LOW BIDDER**

**Gerald H. Phipps, Inc dba GH Phipps Construction Company  
5995 Greenwood Plaza Blvd., Suite 100, Greenwood Village, CO 80111**

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **June 4, 2020**, for work to be done and materials to be furnished in and for:

**Contract No. 202054285 – Red Rocks Stage Roof**

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 a **LUMP SUM BID AMOUNT**, the total estimated cost thereof being: **Five Million One-Hundred Fifty Thousand Four Hundred Eighty-Four Dollars and No Cents (\$5,150,484.00)**.

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

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

- a. Insurance Certificate(s): Workers' Compensation, Commercial General Liability, Business Automobile Liability, Contractors Pollution Liability, and Builder's Risk or Installation Floater.
- b. Payment and Performance Bond along with one (1) original Power of Attorney relative to Performance and/or Payment Bond.

All construction Contracts made and entered into by the City and County of Denver are subject to Affirmative Action and Equal Opportunity Rules and Regulations, as adopted by the Manager of the Department of Transportation and Infrastructure, and each contract requiring payment by the City of one-half million dollars (\$500,000.00) or more shall first be approved by the City Council acting by ordinance 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. 202054285

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 30th day of June 2020.

CITY AND COUNTY OF DENVER

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

cc: (CAO), Treasury ([taxauditadmin@denvergov.org](mailto:taxauditadmin@denvergov.org)), PM (Kelly Turner), Prevailing Wage ([prevailingwage@denvergov.org](mailto:prevailingwage@denvergov.org)),  
File

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



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

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Bid Form Package**

**Contract Number: 202054285**

**Red Rocks Stage Roof**

**April 20, 2020**

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

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# DENVER

## THE MILE HIGH CITY

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

### **BIDDER'S CHECKLIST**

These forms comprise the Bid Form and Submittal Package. Designated forms, including the original bid bond, must be mailed & received within 7 days of Bid Opening. Bidders should refer to the Contract Documents, particularly the Instructions to Bidders, accompanying this package, in completing these forms.

<b>FORM/PAGE NO.</b>	<b>COMMENTS</b>	<b>COMPLETE</b>
BF-4 – BF-5	a.) Legal name, address, Acknowledgment signature and attestation (if required.)	<input type="checkbox"/>
BF-6	a.) Fill in individual bid item dollars and totals in Numerical figures 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"/> <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. The original bid bond must be received by mail within 7 calendar days of bid opening date to be considered part of a responsive bid. Mail original to 201 W. Colfax Ave. Ste. 614. Denver CO 80202 Attn: Contract Administration b.) Signatures required c.) Corporate Seal if required (shade so visible) 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"/>
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>

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**CITY AND COUNTY OF DENVER  
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT**

**CONTRACT NO. 202054285**

**RED ROCKS STAGE ROOF**

**BIDDER:** Gerald H. Phipps, Inc. d/b/a GH Phipps Construction Company  
**(Legal Name per Colorado Secretary of State)**

**ADDRESS:** 5995 Greenwood Plaza Blvd, Suite 100  
Greenwood Village, CO 80111

**CONTACT PERSON FOR ALL MATTERS RELATING TO THIS DOCUMENT**

**NAME:** Derek Kramer

**TITLE:** Project Estimator II

**EMAIL:** Derek.Kramer@ghphipps.com

**PHONE NUMBER:** (303) 389-3813

**AUTHORIZED ELECTRONIC SIGNATORY**

**NAME:** Kurt T. Klanderud, President

**EMAIL:** Roger.sp@ghphipps.com

The undersigned bidder states that the undersigned bidder has received and had an opportunity to fully and thoroughly examine a complete set of the Contract Documents for **Contract No. 202054285 - Red Rocks Stage Roof**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated April 20, 2020.

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

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

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

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

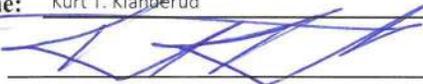
IN WITNESS WHEREOF, the undersigned bidder has signed personally or by duly authorized officer or agent and duly attested.

**BIDDER:** Gerald H. Phipps, Inc. d/b/a  
GH Phipps Construction Company

**ATTEST:**

**Name:** Kurt T. Klanderud \_\_\_\_\_

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

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

**Title:** President \_\_\_\_\_



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

**BID FORM**

**CONTRACT NO. 202054285**

**RED ROCKS STAGE ROOF**

**BIDDER:** Gerald H. Phipps, Inc. d/b/a GH Phipps Construction Company  
**(Legal Name per Colorado Secretary of State)**

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

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on **April 20, 2020**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 202054285 - Red Rocks Stage Roof**, 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*

**Total Amount (LUMP SUM BID)** \$ 5,138,264.00

**Textura ® Fee from table on Page BF-3 (based on Lump Sum Bid)** \$ 9,100.00 **Corrected: \$12,220.00**

**Lump Sum Bid plus Textura® Fee equals Total Bid Amount** \$ 5,147,364.00  
**Corrected: \$5,150,484.00**

**Total Bid Amount:**

Five Million One Hundred Forty Seven Thousand Three Hundred Sixty Four

**Dollars (\$ 5,147,364.00 **Corrected: \$5,150,484.00** )**

**Corrected: Five Million One Hundred Fifty Thousand Four Hundred Eighty-Four Dollars and No Cents**

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 Continental Casualty, a corporation of the State of Illinois, is hereby offered as Surety on said bond. If such surety is not approved by the Manager, another and satisfactory surety company shall be furnished.

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

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

Name: N/A Name: \_\_\_\_\_

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

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

N/A

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

Item of Work	Percent (%) of Total; Work	Proposed Subcontractor and Address
Concrete	4%	Three Brothers Concrete, INC 8150 Steele Street, Thornton, CO 80229
Demolition	3%	American Demolition 401 N. Kuner Rd. Brighton, CO 80601
Roof Framing	7%	Nicholas Framers 9809 East Easter Ave. Centennial, CO
Plumbing	2%	Diamond Plumbing, Inc. 5300 Vallejo Street, Denver, CO 80221
Distributed Antenna System	1%	Mountain Wireless Construction, Incorporated 927 Salida Way, Aurora, CO 80011
Painting and High Performance Coating	5%	Brighten Up Painting and Restoration LLC 2401 South Downing Street, Denver, CO 80210
Metal Roofing	6%	Front Range Roofing 222 13th Ave Greeley Colorado
Micropiles	3%	Coggins & Sons.Inc. 9512 Titan Park Circle
Electrical	3%	Kenny Electric 595 Quivas Street
Audio Visual	5%	Clearwing Systems Integration 610 E 55th Ave. Suite 300, Denver, CO 80216
Lower Canopies	5%	A Creative Canvas 3715 Morrison Rd, Denver, CO 80219
HVAC	.2%	Denver Heating & Air Conditioning 1900 W Hamilton Pl, Sheridan, CO 80110
Masonry	.4%	Prestige Masonry 6401 E. 72nd Ave Suite 205, Commerce City, CO 80022
Epoxy Flooring	.2%	Concrete Visions 7000 Broadway Ste 203, Denver, CO 80221
Structured Cabling	2%	TruLink, LLC 981 E Highway 224, Denver, CO 80229
Structural Steel	16%	Peppertank 1801 W, Yellowstone Hwy, Casper WY 82602

(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](mailto:DSBO@denvergov.org)

**City & County of Denver Contract No.:** 202054285

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:** Gerald H. Phipps, Inc. d/b/a GH Phipps Construction Company

**Address:** 5995 Greenwood Plaza Blvd, Suite 100  
Greenwood Village, CO 80111

**Contact Person:** Derek Kramer

**Type of Service:** General Contractor

**Dollar Amount: \$:**

**Percent of  
Project:**

**Certified MWBE Prime Bidder**

**Business Name:** N/A

**Address:**

**Contact Person:**

**Type of Service:**

**Dollar Amount: \$:**

**Percent of  
Project:**

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

X	Subcontractor (✓)	Supplier (✓)	Manufacturer (✓)	Broker (✓)
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**Business Name:** Three Brothers Concrete, INC

**Address:** 8150 Steele Street, Thornton, CO 80229

**Type of Service:** Concrete

**Contact Person:** Romario Gonzalez

**Dollar Amount: \$:** 184,314

**Percent of  
Project:** 4%

X	Subcontractor (✓)	Supplier (✓)	Manufacturer (✓)	Broker (✓)
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**Business Name:** American Demolition

**Address:** 401 N. Kuner Rd. Brighton, CO 80601

**Type of Service:** Demolition

**Contact Person:** Jacob Olivas

**Dollar Amount: \$:** 152,500

**Percent of  
Project:** 3%

X	Subcontractor (✓)	Supplier (✓)	Manufacturer (✓)	Broker (✓)
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**Business Name:** Nicholas Framers

**Address:** 9809 East Easter Ave. Centennial, CO

**Type of Service:** Roof Framing

**Contact Person:** Gayle DiFeterici

**Dollar Amount: \$:** 352,492

**Percent of  
Project:** 7%

Rev 031816JE

Subcontractors, Suppliers Manufacturers or Brokers (check one box)				
X	Subcontractor (✓)	Supplier (✓)	Manufacturer (✓)	Broker (✓)
Business Name: Diamond Plumbing, Inc.				
Address: 5300 Vallejo Street, Denver, CO 80221			Type of Service: Plumbing	
Contact Person: Gene Juarez			Dollar Amount: \$: 75,137	Percent of Project: 2%
X	Subcontractor (✓)	Supplier (✓)	Manufacturer (✓)	Broker (✓)
Business Name: TruLink, LLC				
Address: 981 E Highway 224, Denver, CO 80229			Type of Service: Structured Cabling	
Contact Person: Matt Synovic			Dollar Amount: \$: 80,625	Percent of Project: 2%
	Subcontractor (✓)	Supplier (✓)	Manufacturer (✓)	Broker (✓)
Business Name:				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
	Subcontractor (✓)	Supplier (✓)	Manufacturer (✓)	Broker (✓)
Business Name:				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
	Subcontractor (✓)	Supplier (✓)	Manufacturer (✓)	Broker (✓)
Business Name:				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
	Subcontractor (✓)	Supplier (✓)	Manufacturer (✓)	Broker (✓)
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: 5995 Greenwood Plaza Blvd, Suite 100

City, State, Zip Code: Greenwood Village, CO 80111

Telephone Number of Bidder: (303) 389-3813

Fax No. (303) 629-7467

Social Security or Federal Employer ID Number of Bidder: 84-0423359

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

Denver Botanic Gardens: CASE Center for Arts Science and Education

For information relative thereto, please refer to:

Name: Brian Vogt

Title: CEO

Address: 909 York Street, Denver, CO 80206-3799

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

Addenda Number #1 Date 4/21/2020

Addenda Number #2 Date 5/8/2020

Addenda Number #3 Date 5/22/2020

Dated this 4th day of June, 2020.

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

**CONTRACT NO: 202054285  
PROJECT NAME: Red Rocks Stage Roof**

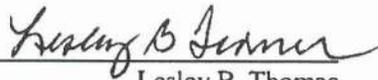
**ADDENDUM NO. 1 TO CONTRACT DOCUMENTS**

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:

**I. ADVERTISEMENT AND INSTRUCTIONS TO BIDDERS:**

Interested firms are hereby notified that the Teleconference phone number and conference ID number for the Pre-bid meeting and Bid Opening meeting have been revised. The updated phone number and conference ID number will be emailed to each firm's contact person via QuestCDN the day prior to the virtual meetings.

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

  
\_\_\_\_\_  
Lesley B. Thomas  
City Engineer

4.21.2020  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Kurt T. Klanderud, President Contractor

**ADDENDUM NO. 1**

6/4/2020  
\_\_\_\_\_  
Date

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

**CONTRACT NO: 202054285  
PROJECT NAME: Red Rocks Stage Roof**

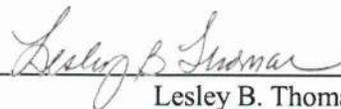
**ADDENDUM NO. 2 TO CONTRACT DOCUMENTS**

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:

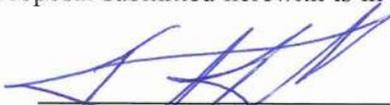
**I. ADDED DOCUMENTS:**

- i. A Geotechnical report was inadvertently left out of the technical specifications/drawings:
  - Q1. Do we have the final Geotech report for the stage roof? I walked with contractors yesterday and a bunch of them were asking for it. I think I only have a draft of the final report?
  - A1. **Please see the attached for your reference.**

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

  
 \_\_\_\_\_  
 Lesley B. Thomas  
 City Engineer  
 05/11/2020  
 \_\_\_\_\_  
 Date

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

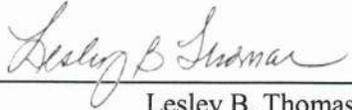
  
 \_\_\_\_\_  
 Kurt T. Klanderud, President      Contractor  
 6/4/2020  
 \_\_\_\_\_  
 Date

**ADDENDUM NO. 2**

Q127. Substitution Requests: SnoGem for snow guard.

**A127. Due to revision to specification requirements, snowguards are to be seam mounted, therefore this substitution request is not acceptable. Refer to 077253 SNOW GUARDS.**

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

  
\_\_\_\_\_  
Lesley B. Thomas  
City Engineer  
  
May 28, 2020  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Kurt T. Klanderud, President Contractor

**ADDENDUM NO.   3**

6/4/2020  
\_\_\_\_\_  
Date

**Signature of Bidder:**

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

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

If a Corporation: \_\_\_\_\_  
a Colorado \_\_\_\_\_ Corporation,  
by:  \_\_\_\_\_, its President.  
Kurt T. Klanderud

Attest:  
  
Secretary



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

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

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

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

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

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

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

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

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

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



## COMMITMENT TO MWBE PARTICIPATION

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](mailto:DSBO@denvergov.org)

**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 10 % **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):** Gerald H. Phipps, Inc. d/b/a GH Phipps Construction Company

**Firm's Representative (Please print):** Kurt T. Klanderud

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

**Title:** President

**Address:** 5995 Greenwood Plaza Blvd, Suite 100

**City:** Greenwood Village

**State:** CO

**Zip:** 80111

**Phone:** (303) 571-5377

**Fax:** (303) 629-7467

**Email:** Moe.Cole@ghphipps.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: 720-913-1999

**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 [dsb@dco.denvergov.org](mailto:dsb@dco.denvergov.org)
- FOR RFPs and RFQs, LOIs should be included with Submittal

Contract No.: 202054285		Project Name: Red Rocks Stage Roof					
<b>A. The Following Section is To Be Completed by the Bidder/Consultant</b>							
<b>This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE</b>							
Name of Bidder/Consultant: Gerald H. Phipps, Inc. d/b/a GH Phipps Construction Company				Self-Performing: <input type="checkbox"/> Yes <input type="checkbox"/> No		Phone: (303) 389-3813	
Contact Person: Derek Kramer		Email: Derek.Kramer@ghp.com			Fax: (303) 629-7467		
Address: 5995 Greenwood Plaza Blvd, Suite 100		City: Greenwood Village		State: CO		Zip: 80111	
<b>B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier</b>							
<b>This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant</b>							
Name of Certified Firm: American Demolition <i>Iwc</i>				Phone: <i>303-210-4367</i>			
Contact Person: Jake Olivas		Email: <i>jake@adidemo.com</i>			Fax: <i>303-430-9547</i>		
Address: 401 N. Kuner Rd.		City: Brighton		State: CO		Zip: 80601	
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:							
<b>A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached</b>							
Identify the scope of the work to be performed or supply items 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> <i>DEMOLITION</i>							
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:							
\$		<i>182,500</i>				3.5 %	
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: <i>[Signature]</i>				Date: 6/4/2020			
Title: Kevin Mahoney, Director of Special Projects							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: <i>[Signature]</i>				Date: <i>6-4-20</i>			
Title: <i>PRESIDENT</i>							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							

## Letter of Intent (LOI) Checklist

*All lines must be completed or marked N/A for Not Applicable*

*Submit the attached completed checklist with this letter.*

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

<b>Select One ✓</b>	<b>SUBMITTED VIA...</b> 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 checked="" type="checkbox"/>	Email to <a href="mailto:DSBO@denvergov.org">DSBO@denvergov.org</a>

**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.**

## Derek Kramer

---

**From:** City and County of Denver <denver@mwdbe.com>  
**Sent:** Monday, June 3, 2019 11:15 AM  
**To:** Jake Olivas  
**Subject:** City and County of Denver: M/WBE Approval

Jake Olivas  
American Demolition Inc  
401 N Kuner Rd  
Ste 5K  
Brighton, CO 80601

Dear Jake Olivas:

**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 American Demolition Inc for certification as a Minority/Women Business Enterprise (M/WBE). American Demolition 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:

June 3, 2019 to June 2, 2020

Listed below is each NAICS code for which American Demolition 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 238910: DEMOLITION CONTRACTOR  
DENVER 238910: SITE PREPARATION CONTRACTORS (WRECKING, DEMOLITION, AND EXCAVATION)

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 [https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_www.work4denver.com&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.work4denver.com&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-)

4IW1tIkfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=6qZDBnnpMu0lqL\_Qv22TjpiKAFIU9WtQyR9nDW0iZhY&s=JpCIDG\_je5xtXXKh0wAd6-oJcsm\_FBGFrEc7sO0VGxQ&e= to view upcoming Construction/Professional Service bidding opportunities, or [https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_www.denvergov.org\\_purchasing&d=DwlCaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-4IW1tIkfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=6qZDBnnpMu0lqL\\_Qv22TjpiKAFIU9WtQyR9nDW0iZhY&s=TEsIlbMYjeiNpFv-A-qHDjffMcRLds9Xw6kKXKxji6Q&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.denvergov.org_purchasing&d=DwlCaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-4IW1tIkfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=6qZDBnnpMu0lqL_Qv22TjpiKAFIU9WtQyR9nDW0iZhY&s=TEsIlbMYjeiNpFv-A-qHDjffMcRLds9Xw6kKXKxji6Q&e=) 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](mailto:adrina.gibson@denvergov.org)

City and County of Denver

Office of Economic Development

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[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_denver.mwdbe.com&d=DwlCaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-4IW1tIkfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=6qZDBnnpMu0lqL\\_Qv22TjpiKAFIU9WtQyR9nDW0iZhY&s=8liG6DdOWVJAHF7kMckGIS5mLKn2pYx5B8OP\\_YIEczs&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__denver.mwdbe.com&d=DwlCaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-4IW1tIkfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=6qZDBnnpMu0lqL_Qv22TjpiKAFIU9WtQyR9nDW0iZhY&s=8liG6DdOWVJAHF7kMckGIS5mLKn2pYx5B8OP_YIEczs&e=)

[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_denver.mwdbe.com&d=DwlCaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-4IW1tIkfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=6qZDBnnpMu0lqL\\_Qv22TjpiKAFIU9WtQyR9nDW0iZhY&s=8liG6DdOWVJAHF7kMckGIS5mLKn2pYx5B8OP\\_YIEczs&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__denver.mwdbe.com&d=DwlCaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-4IW1tIkfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=6qZDBnnpMu0lqL_Qv22TjpiKAFIU9WtQyR9nDW0iZhY&s=8liG6DdOWVJAHF7kMckGIS5mLKn2pYx5B8OP_YIEczs&e=)

[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_denver.mwdbe.com&d=DwlCaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-4IW1tIkfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=6qZDBnnpMu0lqL\\_Qv22TjpiKAFIU9WtQyR9nDW0iZhY&s=8liG6DdOWVJAHF7kMckGIS5mLKn2pYx5B8OP\\_YIEczs&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__denver.mwdbe.com&d=DwlCaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-4IW1tIkfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=6qZDBnnpMu0lqL_Qv22TjpiKAFIU9WtQyR9nDW0iZhY&s=8liG6DdOWVJAHF7kMckGIS5mLKn2pYx5B8OP_YIEczs&e=)

[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_denver.mwdbe.com&d=DwlCaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-4IW1tIkfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=6qZDBnnpMu0lqL\\_Qv22TjpiKAFIU9WtQyR9nDW0iZhY&s=8liG6DdOWVJAHF7kMckGIS5mLKn2pYx5B8OP\\_YIEczs&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__denver.mwdbe.com&d=DwlCaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-4IW1tIkfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=6qZDBnnpMu0lqL_Qv22TjpiKAFIU9WtQyR9nDW0iZhY&s=8liG6DdOWVJAHF7kMckGIS5mLKn2pYx5B8OP_YIEczs&e=)

[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_denver.mwdbe.com&d=DwlCaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-4IW1tIkfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=6qZDBnnpMu0lqL\\_Qv22TjpiKAFIU9WtQyR9nDW0iZhY&s=8liG6DdOWVJAHF7kMckGIS5mLKn2pYx5B8OP\\_YIEczs&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__denver.mwdbe.com&d=DwlCaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-4IW1tIkfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=6qZDBnnpMu0lqL_Qv22TjpiKAFIU9WtQyR9nDW0iZhY&s=8liG6DdOWVJAHF7kMckGIS5mLKn2pYx5B8OP_YIEczs&e=)

This message was sent to: [jake@adicolorado.com](mailto:jake@adicolorado.com) Sent on: 6/3/2019 12:15:02 PM System ReferenceID: 83544129

## Derek Kramer

---

**From:** City and County of Denver <denver@mwdbe.com>  
**Sent:** Monday, June 3, 2019 11:15 AM  
**To:** Jake Olivas  
**Subject:** City and County of Denver: SBE Approval

Jake Olivas  
American Demolition Inc  
401 N Kuner Rd  
Ste 5K  
Brighton, CO 80601

Dear Jake Olivas:

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 American Demolition Inc for certification as a Small Business Enterprise (SBE). American Demolition Inc will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_www.denvergov.org\\_dsbo&d=DwICaQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-4IW1tIKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy\\_M&s=rlbNJ6DHONZCTWFOsJrPDDucHMnP4tLZUEyYJvUXgZo&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.denvergov.org_dsbo&d=DwICaQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-4IW1tIKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy_M&s=rlbNJ6DHONZCTWFOsJrPDDucHMnP4tLZUEyYJvUXgZo&e=). Your firm is certified with the following certification dates:

June 3, 2019 to June 2, 2020

Listed below is each NAICS code for which American Demolition 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 238910: DEMOLITION CONTRACTOR  
DENVER 238910: SITE PREPARATION CONTRACTORS (WRECKING, DEMOLITION, AND EXCAVATION)

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 [https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_www.work4denver.com&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-4IW1tlKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy\\_M&s=P7c5pjlPrym4VsK1\\_GVUEou2f5mBs1FUjHnPpIXUgNo&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.work4denver.com&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-4IW1tlKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy_M&s=P7c5pjlPrym4VsK1_GVUEou2f5mBs1FUjHnPpIXUgNo&e=) to view upcoming Construction/Professional Service bidding opportunities, or [https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_www.denvergov.org\\_purchasing&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-4IW1tlKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy\\_M&s=7SwMh2NRhvolCvVr0UrRPM741ut9DuimW\\_LBSejZyhU&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.denvergov.org_purchasing&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-4IW1tlKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy_M&s=7SwMh2NRhvolCvVr0UrRPM741ut9DuimW_LBSejZyhU&e=) 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](mailto:adrina.gibson@denvergov.org)

City and County of Denver

Office of Economic Development

[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_www.denvergov.org\\_oed&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-4IW1tlKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy\\_M&s=GjAE4zdIYXR12hglt68rAK\\_MZXN-4Cuwzwk5pd328PE&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.denvergov.org_oed&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-4IW1tlKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy_M&s=GjAE4zdIYXR12hglt68rAK_MZXN-4Cuwzwk5pd328PE&e=)

[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_denver.mwdbe.com&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-4IW1tlKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy\\_M&s=Gtp2YJoCpq0kqySPK\\_VgaUpTiz8meCXE60CwEZ9iHng&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__denver.mwdbe.com&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-4IW1tlKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy_M&s=Gtp2YJoCpq0kqySPK_VgaUpTiz8meCXE60CwEZ9iHng&e=)

[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_denver.mwdbe.com&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-4IW1tlKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy\\_M&s=Gtp2YJoCpq0kqySPK\\_VgaUpTiz8meCXE60CwEZ9iHng&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__denver.mwdbe.com&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-4IW1tlKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy_M&s=Gtp2YJoCpq0kqySPK_VgaUpTiz8meCXE60CwEZ9iHng&e=)

[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_denver.mwdbe.com&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-4IW1tlKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy\\_M&s=Gtp2YJoCpq0kqySPK\\_VgaUpTiz8meCXE60CwEZ9iHng&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__denver.mwdbe.com&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-4IW1tlKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy_M&s=Gtp2YJoCpq0kqySPK_VgaUpTiz8meCXE60CwEZ9iHng&e=)

[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_denver.mwdbe.com&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-4IW1tlKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy\\_M&s=Gtp2YJoCpq0kqySPK\\_VgaUpTiz8meCXE60CwEZ9iHng&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__denver.mwdbe.com&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-4IW1tlKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy_M&s=Gtp2YJoCpq0kqySPK_VgaUpTiz8meCXE60CwEZ9iHng&e=)

[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_denver.mwdbe.com&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-4IW1tlKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy\\_M&s=Gtp2YJoCpq0kqySPK\\_VgaUpTiz8meCXE60CwEZ9iHng&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__denver.mwdbe.com&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-4IW1tlKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=3sU48jouQUVIFJ1sColMf266u29Vzz6LehXm5ZOfy_M&s=Gtp2YJoCpq0kqySPK_VgaUpTiz8meCXE60CwEZ9iHng&e=)

This message was sent to: [jake@adicolorado.com](mailto:jake@adicolorado.com) Sent on: 6/3/2019 12:15:03 PM System ReferenceID: 83544183

## Derek Kramer

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**From:** City and County of Denver <denver@mwdbe.com>  
**Sent:** Monday, June 3, 2019 11:17 AM  
**To:** Jake Olivas  
**Subject:** City and County of Denver: DBE Approval

Jake Olivas  
American Demolition Inc  
401 N Kuner Rd  
Ste 5K  
Brighton, CO 80601

Dear Jake Olivas:

The Division of Small Business Opportunity is pleased to inform you that American Demolition 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 [https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_www.coloradodbe.org&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-4IW1tIKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=I\\_Ee5kVDk534Y89t5ij006J4UbgSTfy8jdwC\\_17MfA&s=NgG0eKwyqV2Wb\\_VAVOEduX1sGDOOJ8TPmdZRr5h9gks&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.coloradodbe.org&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-4IW1tIKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=I_Ee5kVDk534Y89t5ij006J4UbgSTfy8jdwC_17MfA&s=NgG0eKwyqV2Wb_VAVOEduX1sGDOOJ8TPmdZRr5h9gks&e=).

American Demolition 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 238910: DEMOLITION CONTRACTOR CO UCP NAICS 238910: SITE PREPARATION CONTRACTORS (WRECKING, DEMOLITION, AND EXCAVATION)

The anniversary date of your firm's DBE certification is June 2, 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](mailto:adrina.gibson@denvergov.org)

City and County of Denver  
Office of Economic Development  
[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_www.denvergov.org\\_oed&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-4IW1tIKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=I\\_Ee5kVDk534Y89t5ij006J4UbgSTfy8jdwC\\_17MfA&s=qnjKrk1uAHluOUIN9R8rJxQPq6TH-ZEUs2Uw42nX89s&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__www.denvergov.org_oed&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-4IW1tIKfXQchBHn7tm67utaCctqnyfB9eCA8YGq00s&m=I_Ee5kVDk534Y89t5ij006J4UbgSTfy8jdwC_17MfA&s=qnjKrk1uAHluOUIN9R8rJxQPq6TH-ZEUs2Uw42nX89s&e=)  
[https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_denver.mwdbe.com&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpgnVfiiMM&r=-](https://urldefense.proofpoint.com/v2/url?u=http-3A__denver.mwdbe.com&d=DwICaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=-)

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CCADiQNDFbkHkwEF8ppqH2uhjnxw0dFI0M&e=

This message was sent to: [jake@adicolorado.com](mailto:jake@adicolorado.com) Sent on: 6/3/2019 12:17:02 PM System ReferenceID: 83544230

### Business & Contact Information

BUSINESS NAME	<b>American Demolition Inc</b>
OWNER	Jake Olivas
ADDRESS	401 N Kuner Rd. Brighton, CO 80601 <a href="#">Map This Address</a>
PHONE	303-210-4367
FAX	303-430-9547
EMAIL	<a href="mailto:jake@adicolorado.com">jake@adicolorado.com</a>
WEBSITE	<a href="http://www.adicolorado.com">http://www.adicolorado.com</a>

### Certification Information

CERTIFYING AGENCY	City and County of Denver
CERTIFICATION TYPE	MWBE - Minority/Women Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Demolition Contractor



**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: 720-913-1899

**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
- Submit the attached completed checklist with this letter
- Email to [dofbo@denvergov.org](mailto:dofbo@denvergov.org)
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 202054285	Project Name: Red Rocks Stage Roof
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**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: Gerald H. Phipps, Inc. d/b/a GH Phipps Construction Company		Self-Performing: <input type="checkbox"/> Yes <input type="checkbox"/> No	Phone: (303) 389-3813
Contact Person: Derek Kramer	Email: Derek.Kramer@ghphipps.com	Fax: (303) 629-7467	
Address: 5995 Greenwood Plaza Blvd, Suite 100	City: Greenwood Village	State: CO	Zip: 80111

**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: Diamond Plumbing, Inc.		Phone: 303-964-9929
Contact Person: Gene Juarez	Email: gene@diamondplumbing.com	Fax: 303-964-9504
Address: 5300 Vallejo Street	City: Denver	State: CO Zip: 80221

Please check the designation which applies to the certified firm.	M/WBE (v) <input type="checkbox"/>	SBE (v) <input checked="" type="checkbox"/>	EBE (v) <input checked="" type="checkbox"/>	DBE (v) <input type="checkbox"/>
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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.

Plumbing

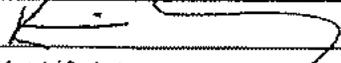
X	Subcontractor/Subconsultant (v) <input type="checkbox"/>	Supplier (v) <input type="checkbox"/>	Broker (v) <input type="checkbox"/>
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Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of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

\$ 75,137	1	%
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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:	\$	
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Bidder/Consultant's Signature: 	Date: 6/4/2020
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Title: Kevin Mahoney, Director of Special Projects

M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: 	Date: 6-4-2020
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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

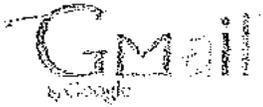
*All lines must be completed or marked N/A for Not Applicable*

*Submit the attached completed checklist with this letter.*

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

<b>Select One ✓</b>	<b>SUBMITTED VIA...</b> 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 checked="" type="checkbox"/>	Email to <a href="mailto:DSBO@denvergov.org">DSBO@denvergov.org</a>

**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.**



Gene Juarez <gene@diamondplumbing.co>

City and County of Denver: M/WBE Approval

1 message

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

Tue, Jan 14, 2020 at 4:53 PM

Eugene Juarez  
Diamond Plumbing, Inc.  
5300 Vallejo St.  
Denver, CO 80221

Dear Eugene Juarez:

**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 Diamond Plumbing, Inc. for certification as a Minority/Women Business Enterprise (M/WBE). Diamond Plumbing, 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:

January 14, 2020 to January 13, 2021

Listed below is each NAICS code for which Diamond Plumbing, 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 238220: HVAC (HEATING, VENTILATION AND AIR-CONDITIONING) CONTRACTORS  
DENVER 238220: PLUMBING CONTRACTORS

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.

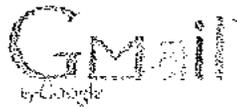
Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application 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](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://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](mailto:adrina.gibson@denvergov.org)

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



Gene Juarez <gene@diamondplumbing.co>

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## City and County of Denver: SBE Approval

1 message

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City and County of Denver <denver@mwdbec.com>  
Reply-To: City and County of Denver <denver@mwdbec.com>  
To: gene@diamondplumbing.co

Tue, Jan 14, 2020 at 4:55 PM

Eugene Juarez  
Diamond Plumbing, Inc. DBA n/a  
5300 Vallejo St.  
Denver, CO 80221

Dear Eugene Juarez:

**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 Diamond Plumbing, Inc. DBA n/a for certification as a Small Business Enterprise (SBE). Diamond Plumbing, Inc. DBA n/a will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

January 14, 2020 to January 13, 2021

Listed below is each NAICS code for which Diamond Plumbing, Inc. DBA n/a is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

**NAICS CODES:**

DENVER 238220: HVAC (HEATING, VENTILATION AND AIR-CONDITIONING) CONTRACTORS  
DENVER 238220: PLUMBING CONTRACTORS

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](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://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](mailto:adrina.gibson@denvergov.org)

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



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 [dabo@denvergov.org](mailto:dabo@denvergov.org).
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 202054285		Project Name: Red Rocks Stage Roof	
<b>A. The Following Section Is To Be Completed by the Bidder/Consultant</b> <b>This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE</b>			
Name of Bidder/Consultant: Gerald H. Phipps, Inc. d/b/a GH Phipps Construction Company		Self-Performing: <input type="checkbox"/> Yes <input type="checkbox"/> No	Phone: (303) 389-3813
Contact Person: Derek Kramer	Email: Derek.Kramer@ghphipps.com	Fax: (303) 629-7467	
Address: 5995 Greenwood Plaza Blvd, Suite 100	City: Greenwood Village	State: CO	Zip: 80111
<b>B. The Following Section Is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier</b> <b>This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant</b>			
Name of Certified Firm: Three Brothers Concrete, INC		Phone: 720-872-0443	
Contact Person: Romario Gonzalez	Email: romario@threebrothersconcrete.com	Fax:	
Address: 8150 Steele Street	City: Thornton	State: CO	Zip: 80229
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 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:			
<b>A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached</b>			
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>			
Concrete			
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:			
\$ 184,314		4 %	
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: 6/4/2020	
Title: Kevin Mahoney, Director of Special Projects			
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: Romario Gonzalez, Oscar Gonzalez		Date: 06/08/2020	
Title: Owners			
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.			

## Letter of Intent (LOI) Checklist

*All lines must be completed or marked N/A for Not Applicable*

*Submit the attached completed checklist with this letter.*

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

<b>Select One ✓</b>	<b>SUBMITTED VIA...</b> 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 checked="" type="checkbox"/>	Email to <a href="mailto:DSBO@denvergov.org">DSBO@denvergov.org</a>

**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.**



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

July 22, 2019

Oscar J. Gonzalez  
Three Brothers Concrete, Inc.  
8150 Steele St  
Thornton, CO 80229

Dear Oscar J. Gonzalez:

**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 Three Brothers Concrete, Inc. for certification as a **Minority/Women Business Enterprise (M/WBE)**. Three Brothers Concrete, 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:

**July 22, 2019 to July 21, 2020**

Listed below is each NAICS code for which Three Brothers Concrete, 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) (\$15M)
- DENVER 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK) (\$15M)
- DENVER 238110: FOOTING AND FOUNDATION CONCRETE CONTRACTORS (\$15M)
- DENVER 238120: PRECAST CONCRETE PANEL, SLAB, OR FORM INSTALLATION (\$15M)
- DENVER 238990: SIDEWALK CONSTRUCTION, RESIDENTIAL AND COMMERCIAL (\$15M)

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](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://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 be "A. A.", is written over a horizontal line.

DocuSign Envelope ID: E8E013F2-FC33-4BE5-9639-3AB3C3A9A051  
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](mailto:adrina.gibson@denvergov.org)

Oscar J. Gonzalez

Three Brothers Concrete, Inc.

8150 Steele St

Thornton, CO 80229

Dear Oscar J. Gonzalez:

**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 Three Brothers Concrete, Inc. for certification as a Small Business Enterprise (SBE). Three Brothers Concrete, Inc. will be listed in the City and County of Denver's Small Business Enterprise (SBE) Certification Directory located at [www.denvergov.org/dsbo](http://www.denvergov.org/dsbo). Your firm is certified with the following certification dates:

July 22, 2019 to July 21, 2020

Listed below is each NAICS code for which Three Brothers Concrete, 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) (\$15M)

DENVER 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK) (\$15M)

DENVER 238110: FOOTING AND FOUNDATION CONCRETE CONTRACTORS (\$15M)

DENVER 238120: PRECAST CONCRETE PANEL, SLAB, OR FORM INSTALLATION (\$15M)

DENVER 238990: SIDEWALK CONSTRUCTION, RESIDENTIAL AND COMMERCIAL (\$15M)

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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](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://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](mailto: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: [tbc@threebrothersconcrete.com](mailto:tbc@threebrothersconcrete.com)

Sent on: 7/22/2019 11:41:41 AM

System ReferenceID:



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 [dabo@denvergov.org](mailto:dabo@denvergov.org).
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 202054285		Project Name: Red Rocks Stage Roof					
<b>A. The Following Section Is To Be Completed by the Bidder/Consultant</b> This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE							
Name of Bidder/Consultant: Gerald H. Phipps, Inc. d/b/a GH Phipps Construction Company				Self-Performing: <input type="checkbox"/> Yes <input type="checkbox"/> No		Phone: (303) 389-3813	
Contact Person: Derek Kramer			Email: Derek.Kramer@ghphipps.com			Fax: (303) 629-7467	
Address: 5995 Greenwood Plaza Blvd, Suite 100			City: Greenwood Village		State: CO	Zip: 80111	
<b>B. The Following Section Is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier</b> This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant							
Name of Certified Firm: TruLink, LLC				Phone: 720.630.3797			
Contact Person: Matt Synovic			Email: tiana.kronebusch@trulinkllc.com			Fax:	
Address: 981 E Highway 224			City: Denver		State: CO	Zip: 80229	
Please check the designation which applies to the certified firms.		M/WBE (v)	X	SBE (v)	X	EBE (v)	X
						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:							
<b>A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached</b>							
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>							
Communications Cabling							
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:							
\$ 80,625					2 %		
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: 6/4/2020	
Title: Kevin Mahoney, Director of Special Projects							
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature:						Date: 06.04.20	
Title: Managing Partner							
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.							

## Letter of Intent (LOI) Checklist

*All lines must be completed or marked N/A for Not Applicable*

*Submit the attached completed checklist with this letter.*

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

<b>Select One ✓</b>	<b>SUBMITTED VIA...</b> 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 checked="" type="checkbox"/>	Email to <a href="mailto:DSBO@denvergov.org">DSBO@denvergov.org</a>

**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.**



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

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Pena Boulevard  
Denver, CO Zip 80249  
p: 303.342.2180  
f: 303.342.2190  
[www.Nydenver.com](http://www.Nydenver.com)

May 31, 2019

Michael Lanford  
TruLink, LLC  
PO Box 4692  
Englewood, CO 80155

Dear Michael Lanford:

**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 TruLink, LLC for certification as a **Minority/Women Business Enterprise (M/WBE)**. TruLink, 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:

**May 31, 2019 to May 30, 2020**

Listed below is each NAICS code for which TruLink, 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 238210: ALARM SYSTEM (E.G., FIRE, BURGLAR), ELECTRIC, INSTALLATION ONLY  
DENVER 238210: COMPUTER AND NETWORK CABLE INSTALLATION  
DENVER 238210: FIBER OPTIC CABLE (EXCEPT TRANSMISSION LINES) INSTALLATION  
DENVER 238210: LOW VOLTAGE ELECTRICAL WORK  
DENVER 238210: SURVEILLANCE SYSTEM, INSTALLATION ONLY

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](http://www.work4denver.com) to view upcoming Construction/Professional Service bidding opportunities, or [www.denvergov.org/purchasing](http://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 be "A. A.", is located at the bottom left of the page.

Certified Profile		CLOSE WINDOW 
<a href="#">Print</a>		
Business & Contact Information		
BUSINESS NAME	<b>TruLink, LLC</b>	
OWNER	Michael Lanford	
ADDRESS	PO Box 4692 Englewood, CO 80155	<a href="#">Map This Address</a>
PHONE	720-630-3797	
FAX	844-236-7210	
EMAIL	<a href="mailto:tiana.kronebusch@trulinkllc.com">tiana.kronebusch@trulinkllc.com</a>	
WEBSITE	<a href="http://www.trulinkllc.com">www.trulinkllc.com</a>	
Certification Information		
CERTIFYING AGENCY	City and County of Denver	
CERTIFICATION TYPE	MWBE - Minority/Women Business Enterprise	



## Joint Venture Affidavit

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](mailto:DSBO@denvergov.org)

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 initialing action under Federal or State laws concerning false statements.

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: \_\_\_\_\_

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

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](mailto:DSBO@denvergov.org)

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

The Division of Small Business Opportunity (DSBO) requires the following information be provided from participants of a prospective joint venture, to assist DSBO in evaluating the proposed joint venture. This Joint Venture Eligibility form and the Joint Venture Affidavit apply if SBEs, 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 720-913-1999.

### Joint Venture Information

Name:		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)

**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?

---

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 TRANSPORTATION AND INFRASTRUCTURE

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

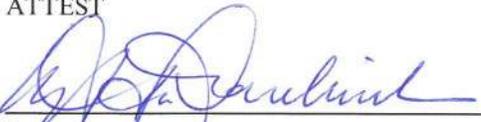
THAT Gerald H. Phipps, Inc. dba GH Phipps Construction Company, as Principal, and Continental Casualty Company, a corporation organized and existing under and by virtue of the laws of the State of IL, and authorized to do business within the State of Colorado, as Surety, are held and firmly bound unto 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 June 4, 2020, for the construction of: **Contract No. 202054285 - Red Rocks Stage Roof**, 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 4th day of June, 2020.

ATTEST

  
Secretary



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

Gerald H. Phipps, Inc. dba GH Phipps Construction Company  
Principal

By: 

Title: PRESIDENT

Continental Casualty Company  
Surety

By: 

Attorney-in-fact: Kristin L. Salazar



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Kristin L. Salazar , Individually**

of Greenwood Village, CO their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

**Surety Bond No.:** Bid Bond

**Principal:** Gerald H. Phipps, Inc. dba GH Phipps Construction Company

**Obligee:** City and County of Denver

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.

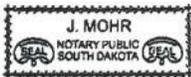


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 4th day of June, 2020.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

## Authorizing By-Laws and Resolutions

### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

### ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

### ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “



**Office of Economic Development**  
 Division of Small Business Opportunity  
 201 W Colfax Ave, Dept 907  
 Denver, CO 80202  
 P: 720.913.1714  
 F: 720.913.1809  
[www.denvergov.org/oed](http://www.denvergov.org/oed)

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

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

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

**Business Email Address \*** Rebecca.Jivan@ghphipps.com

**Enter Email Address of City and County of Denver contact person facilitating this solicitation \*** [pw.procurement@denvergov.org](mailto:pw.procurement@denvergov.org)

**Project Name \*** Red Rocks Stage Roof

**Solicitation No. (Check Below if Not Applicable) \*** 202054285

Check Here if Solicitation No. is N/A

**Name of Your Company \*** Gerald H. Phipps, Inc. d/b/a GH Phipps Construction Company

**What Industry is Your Business? \***

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Technology   | <input type="checkbox"/> Financial              | <input type="checkbox"/> Manufacturing          |
| <input checked="" type="checkbox"/> Construction, Landscape, Maintenance Services | <input type="checkbox"/> Goods/Services         | <input type="checkbox"/> Wholesale/Retail Trade |
| <input type="checkbox"/> Professional   | <input type="checkbox"/> Transportation/Hauling | <input type="checkbox"/> Other                  |

**Address \*** 5995 Greenwood Plaza Blvd, Suite 100

**City \*** Greenwood Village

**State** Colorado

**Zip Code \*** 80111

**Business Phone Number \*** (303) 571-5377

**Business Facsimile Number** (303) 629-7467

**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: \*** 98%      **Number of Part Time: \*** 2%

**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) \***

Please see attached

**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: (Posters & Handbook, Company Intranet, all Job Postings, all Contracts)

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

- Monthly
- Quarterly
- Annually
- N/A
- Other: Included in Respect in Workplace Training

**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) \***

GH Phipps actively participates in many Outreach Programs and is extremely committed to achieve a diversity and inclusiveness procurement program which promotes the success of MWBE/Small Business. Our company's Small Business Liaison Officer, Moe Cole is very active with this program. We recently completed an SBA approved 5 year Successful Mentor Protégé program where we provide guidance for company growth and sustainability. Additionally, we provide outside counseling to small businesses on how to improve their strategic planning and processes.

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

- Yes
- No

**7.1 If Yes, how often does it meet? \* N/A**

- 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 will continue to adopt and include diversity initiatives but currently do not have plans to create a "program". This position is revisited periodically to see if current efforts are becoming insufficient to meet goals.

**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](mailto: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 \***

\_\_\_\_\_  
**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."



5995 Greenwood Plaza Blvd. Suite 100  
Greenwood Village, CO 80110  
303-571-5377 Phone  
303-629-7467 Fax  
www.GHPhipps.com

## Diversity & Inclusiveness – Information Request

### #3. Detailed Narrative:

GH Phipps Construction Companies is committed to providing an exceptional building experience, whether this is the actual building, a business relationship, or long-term career.

We find that the nature of our business attracts and supports the employment of a diverse group of individuals and our employee base reflects that same diversity.

In collaboration with the AGC, we embrace the Diversity Mission, as follows:

- Mission

Work with minority and emerging businesses to develop relationships, provide education and resources to build long-term sustainable businesses.

- AGC 2018-2020 Strategic Goal

By utilizing associations/organizations that currently have a strong relationship within the diversity community (i.e. – Hispanic Contractors of Colorado, Black Chamber, Hispanic Chamber, City and County of Denver’s CEI committee, and COMTO), the goal is to provide enhanced member experiences by establishing and implementing a strategy to support diversity within AGC/C and the industry through:

- Education/Mentoring programs
- Engage with Denver on MWBE & related programs
- Increase minority contractor capacity
- Diversity Committee Appointed Co-Chairs
  - Kurt Klanderud, President GH Phipps Construction
  - Karen Keys, The Art of Concrete, LLC
  - Mauricio Henderson, Perseverance

The presence and involvement of our most senior ranking employee demonstrates the importance that we as a company place on ensuring that no qualified individual, company or opportunity gets overlooked.



We embrace the development of diverse groups for current or potential employment through the sustained support of both the SW Carpenter’s Union and the Laborer’s International Union, as well as several local groups that focus on outreach in groups with historic minority representation.

- Denver Public Schools
- Cherry Creek Schools
- Fort Lupton High School
- Arrupe Jesuit High School
- Career Wise
- Construction Girl
- JATC
- Southern Colorado Construction Career Days
- The Big Dig (Northern Colorado)
- WorkNow

Our existing employee base has several opportunities to engage with diverse groups:

- Women United (United Way) – attendance and new membership
- HCC - Enrique Elizondo, Board of Directors President
- Women In Construction – 4 members

Proof of our culture of inclusion is evidenced in a recent Engagement Survey conducted by the Denver Business Journal, where our employees rated the Company as follows:

.....  
Everyone here is treated fairly regardless of race, gender, age, ethnic background, disability, sexual orientation, or other differences. **92.8% Favorable**  
.....

Ongoing opportunities to expose women and minorities are constantly considered. Most recently, several of our female leaders attended the Leadership USA Influence to Impact: Leveraging Interpersonal Power for Women seminar, for example. The company is supporting ongoing efforts by the participants to meet as a group and discuss how they can implement learnings and positively impact culture moving forward.

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



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

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Bid Documents Package**

**Contract Number: 202054285**

**Red Rocks Stage Roof**

**April 20, 2020**

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

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**Prevailing Wage Rate Schedule** .....7 pages  
**Technical Specifications** .....618 pages  
**Contract Drawings**.....89 pages

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**CITY AND COUNTY OF DENVER**  
**NOTICE OF INVITATION FOR BIDS**  
**FOR CONTRACT NO. 202054285**

**RED ROCKS STAGE ROOF**

**BID SCHEDULE:**  
**11:00 a.m., Local Time**  
**June 04, 2020**

**BID OPENING:**

Bids for this project will ONLY be received and accepted via the online electronic bid service through [www.QuestCDN.com](http://www.QuestCDN.com). Bids must be submitted via QuestCDN no later than 11:00 a.m., Thursday, June 04, 2020.

To access the electronic bid form, download the file 202053748 Bid Form.pdf and click the online bidding button at the top of advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. Bidders will be charged a fee of \$30.00 to submit a bid electronically.

Each of the bids received through Quest will be read aloud through a phone-in bid opening at 11:00 a.m., Thursday, June 04, 2020. The call-in line is (720) 388-6219, and the conference ID is 396 682 061#.

**Elevate Denver** is a 10-year, \$937 million general obligation bond program approved by voters in 2017, that will enhance the City and County of Denver by providing critical improvements to the City's infrastructure – improving our roads, sidewalks, parks, recreation centers, libraries, cultural centers, public-owned buildings and safety facilities. More information can be found at [www.denvergov.org/elevatedenver](http://www.denvergov.org/elevatedenver).

**GENERAL STATEMENT OF WORK:**

Project includes replacing the existing Red Rocks Amphitheatre stage roof and structure. The scope of work will include demolition of the existing stage roof and its structure. The new roof structure will include foundations, concrete splayed columns, and structural steel, including a walking tension grid. The roof consists of a standing seam copper roof with douglas fir underside. Removable side roofs, power, lighting, low voltage, drainage and replacement interior finishes at the foundation level are also incorporated.

**ESTIMATED CONSTRUCTION COST:**

The estimated cost of construction for this project is between \$3,800,000.00 and \$4,200,000.00.

**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](http://www.texturacorp.com).

**DOCUMENTS AND BID INFORMATION AVAILABLE:**

Contract Documents complete with Technical Specifications and, if applicable, construction drawings will be available on the first day of publication at: [www.work4denver.com](http://www.work4denver.com). To download digital Contract Documents at a

cost of \$15 per download, reference eBid Document Number #7007456. Contact QuestCDN at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance.

**PRE-BID MEETING:**

A **virtual pre-bid meeting** will be held for this Project at 9:00 a.m., local time, on April 30, 2020. The call-in line is (720) 388-6219, and the conference ID is 396 682 061#.

An **optional site visit** will be held for this Project between 1:00 p.m. and 4:00 p.m., local time, on May 05, 2020. General Contractors will need to submit an email by 5:00 p.m. on April 30 to [pw.procurement@denvergov.org](mailto:pw.procurement@denvergov.org) requesting a site visit. General contractor will have 20-30 minutes to walk the site. Contractors will be given their time slot before close of business on May 01, 2020. Driving and parking directions will be provided at that time. All questions asked during the walk-through will need to be submitted in writing by the question due date.

**DEADLINE TO SUBMIT QUESTIONS:** May 15, 2020 by 10:00 a.m. local time.

**PREQUALIFICATION REQUIREMENTS:**

Each bidder must be prequalified in category **2A GENERAL BUILDING - UNOCCUPIED BUILDINGS** 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 via email to [pw.prequal@denvergov.org](mailto:pw.prequal@denvergov.org). To view the Rules and Regulations and to obtain a prequalification application, please visit our website at [www.denvergov.org/prequalification](http://www.denvergov.org/prequalification).

**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:

**10% 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](http://www.work4denver.com).

Publication Dates: April 20, 21, 22, 2020

Published In: The Daily Journal

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

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

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

### **IB-2 BIDDING**

The copy of the Contract Documents contains the Bid Form and Submittal Package for this Project, which must be used to submit a bid hereunder. The bidder must fully complete, execute and submit this Bid Form and Submittal Package, along with any other specified components of the Contract Documents, 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 City (if prequalification is required for this project), in arrears to the City upon debt or contract, or which are defaulters (as surety or otherwise) upon any obligation to the City.

**IB-6 INFORMAL AND UNBALANCED BIDS**

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

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

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

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

**IB-7 ONLY ONE BID ACCEPTED**

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

**IB-8 BID GUARANTEE**

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

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

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

hundred twenty (120) days from date bids are opened unless otherwise specified in the Special Contract Conditions.

**IB-9 SITE INSPECTION AND INVESTIGATIONS**

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

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

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

**IB-10 INCONSISTENCIES**

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

Information about the decision or interpretation made in response to any inquiry will be posted on 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 the Department of Transportation and Infrastructure. After such time, no bid may be withdrawn or modified.

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

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

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

**IB-13 PRE-BID MEETING**

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

**IB-14 ADDENDA**

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

**IB-15 BID OPENING**

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

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

Bids will be evaluated after being read in open meeting at the place designated for such bid opening. 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: April 20, 2020.

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](mailto:auditor@denvergov.org).

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

**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 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 any time 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.

- e. 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.
  - f. On bids which, at the time of bid opening, are equal to or exceed Five Million Dollars (\$5,000,000.00), including any alternates which may be selected, only sixty percent (60%) of the value of the commercially useful function performed by 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.
  - g. 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 (3<sup>rd</sup>) 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 conclusion. A bidder's or proposer's industry standing, or group memberships may not be the cause of rejection of an MBE or WBE. A

to the director the documentation described in Section 28-75(c) of the M/WBE Ordinance with respect to the increased dollar value of the contract.

All bidders are charged with knowledge of and are solely responsible for complying with each and every provision of the M/WBE Ordinance in making a bid and, if awarded, in performing the work described in the Contract Documents. Failure to comply with these provisions could constitute cause for rejection of a bid or subject the selected contractor to sanctions set forth in the 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](http://www.work4denver.com) for information, both general and project specific. The Contract Administrator assigned to this project is **Isabelle Oldani** who can be reached via email at [pw.procurement@denvergov.org](mailto:pw.procurement@denvergov.org).

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bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.

4. If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the City or by the bidder or proposer, provided that the bidder or proposer need not provide financial assistance toward this effort.
5. If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance or services for performance under the contract, provided that the bidder or proposer need not provide financial assistance toward this effort.
6. The bidder or proposer must use the DSBO MBE/WBE directories to identify, recruit, and place MBEs and WBEs.
7. In determining whether a bidder or proposer has satisfied good faith efforts as to a project goal, the success or failure of other bidders or proposers on the contract in meeting such project goal may be considered.

### **Continuing Commitments**

In accordance with the provisions of the M/WBE Ordinance, the bidder agrees that it is committed to meeting either the M/WBE participation goal or the M/WBE participation set forth in its statement of good faith. This commitment must be expressly indicated on the "Commitment to MWBE SBE Participation" form included with the Bid Form. This commitment includes the following understandings:

1. The bidder understands it must maintain M/WBE goals throughout the performance of the Contract pursuant to the requirements set out in D.R.M.C. 28-72.
2. The bidder understands that it must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
3. The bidder understands that if change orders or any other contract modifications are issued under the contract, the bidder shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in Section 28-73 of the M/WBE Ordinance, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
4. The bidder understands that if change orders or other contract modifications are issued under the contract, that include an increase in scope of work of a contract for construction, reconstruction, or remodeling, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors or by the contractor shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the bid. The contractor shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with Section 28-73 of the M/WBE Ordinance as applicable, or the contractor must show each element of modified good faith set out in Section 28-75(c) of the M/WBE Ordinance. The contractor shall supply

**IB-29 PAYMENT PROCEDURE REQUIREMENTS**

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

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

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**RULES AND REGULATIONS  
REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

Promulgated and adopted by the Manager of Public Works, and incorporated within these documents by the Department of Transportation and Infrastructure 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.

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Each Contractor will comply with all provisions of Article III, Division 2 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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**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 Department 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
<b>21.7% - 23.5%</b>	<b>6.9%</b>

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

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

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

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

**2. SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

directed at increasing minority and female utilization and that such efforts were at least as extensive and as specific as the following:

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

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

**3. NON - DISCRIMINATION:**

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

**4. COMPLIANCE AND ENFORCEMENT:**

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

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

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

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

**C. OBLIGATIONS APPLICABLE TO CONTRACTORS:**

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

**D. GENERAL REQUIREMENTS:**

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

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.
2. The Contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.
3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.
4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.
5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of the Department of Transportation and Infrastructure, 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. 202054285**

**RED ROCKS STAGE ROOF**

**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,

**Gerald H. Phipps, Inc dba GH Phipps Construction Company  
5995 Greenwood Plaza Blvd., Suite 100, Greenwood Village, CO 80111**

**WITNESSETH**, commencing on **April 20, 2020**, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

**CONTRACT NO. 202054285  
RED ROCKS STAGE ROOF**

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

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

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

**1. CONTRACT DOCUMENTS**

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

*Advertisement of Notice of Invitation for Bids  
Instructions to Bidders  
Commitment to M/WBE Participation  
Article III, 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 **231 (Two Hundred and Thirty-One)** 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 a **LUMP SUM BID AMOUNT**, the total estimated cost thereof being **Five Million One-Hundred Fifty Thousand Four Hundred Eighty-Four Dollars and No Cents ( \$5,150,484.00 )**. Adjustments to said Contract Amount and payment of amounts due hereunder shall be made in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

**5. NO DISCRIMINATION IN EMPLOYMENT**

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

**6. 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.

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**Contract Control Number:** DOTI-202054285-00  
**Contractor Name:** GERALD H. PHIPPS, INC.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

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

DOTI-202054285-00  
GERALD H. PHIPPS, INC.

By:  78D52G8430E5428...

Name: kurt T. Klanderud  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**STANDARD SPECIFICATIONS FOR CONSTRUCTION  
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**CITY AND COUNTY OF DENVER**  
**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 Capital Projects Management*

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

Colorado Department of Transportation:

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

Federal Highway Administration:

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

Building & Fire Codes:

*Building Code of the City and County of Denver*

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

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

*National Fire Protection Association Standards*

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

The aforementioned City and County of Denver documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5<sup>th</sup> floor), Denver, CO 80202. The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available at: <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](http://www.fhwa.dot.gov), The FHWA website also contains purchasing information.

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

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

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

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

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

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

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

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

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

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

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

**SC-6 WASTEWATER MANAGEMENT DIVISION**

The Wastewater Management Division is a unit of the Department of Transportation and Infrastructure and is supervised by the Deputy Manager of the Department of Transportation and Infrastructure for Wastewater Management, who is subordinate to the Manager of the Department of Transportation and

Infrastructure. This Division is responsible for the operation and maintenance of the City's wastewater facilities.

#### **SC-7 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:

##### **Department of Transportation and Infrastructure:**

Project Manager

Kelly Turner

Telephone

720.865.8718

Consultant

SEH Inc.

Name

Alex Jauch

Telephone

720.540.6812

#### **SC-8 LIQUIDATED DAMAGES**

Should the Contractor fail to complete all Work within the Contract Time allocated under the Contract Form at Paragraph 3, TERMS OF PERFORMANCE, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of **\$5,000.00** for each Day that the Contractor exceeds the time limits herein specified, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.

**Milestone for this project: the work performed must be completed by Easter of next year—April 4, 2021.**

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

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

#### **SC-9 SUBCONTRACTS**

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

#### **SC-10 PAYMENTS TO CONTRACTORS**

The application for payment shall be submitted 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>
Department of Transportation and Infrastructure	Kelly Turner	720.865.8718

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

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

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

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**DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

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

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

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

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

Subcontract #: \_\_\_\_\_.

\_\_\_\_\_  
(NAME OF SUBCONTRACTOR/SUPPLIER)

Subcontract Value: \$ \_\_\_\_\_.

Last Progress Payment: \$ \_\_\_\_\_.

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

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

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

Check Applicable Box:  
 MBE  WBE

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMP-REF-031

Rev 032211 JG

**SC-11 CONTRACT FORMS**

In accordance with the terms and conditions of the Contract Documents, the City requires the use of certain form documents in complying with or satisfying various obligations, notifications and conditions in contracting with the City or performing Work hereunder. These form documents are referenced by title throughout the Contract Documents for mandatory use as directed. The following are the forms that shall be 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-12 CONSTRUCTION INSPECTION BY THE CITY**

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

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

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

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

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

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

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

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

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

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

**SC-16 ATTORNEY’S FEES**

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

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

**SC-17 INSURANCE**

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

**(1) General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, 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, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

**(9) Additional Provisions:**

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

**(11) 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-18 GREENPRINT DENVER REQUIREMENTS**

In accordance with the City and County of Denver Executive Order 123: Greenprint Denver Office and Sustainability Policy, as amended, Contractor shall adhere to sections of Executive Order 123 pertinent to the construction of the built environment. This includes but is not limited to: all construction and renovation of buildings shall follow instructions and memorandum for high performance buildings; horizontal projects shall include the use of fly ash concrete and recycled aggregate where possible; and, all projects shall recycle construction and demolition waste, and install materials that contain recycled content whenever possible using the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) as guidance. Non-hazardous solid waste that is eligible for reuse or recycling is not subject to the DADS disposal requirement defined in SC-13.

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

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

**SC-19 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-20 DEFENSE AND INDEMNIFICATION**

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

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

Bond: 30105722

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

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Gerald H. Phipps, Inc dba GH Phipps Construction Company, 5995 Greenwood Plaza Blvd., Suite 100, Greenwood Village, CO 80111, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and Continental Casualty Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, 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 Fifty Thousand Four Hundred Eighty-Four Dollars and No Cents Dollars (\$ 5,150,484.00 ), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **Contract No. 202054285 - Red Rocks Stage Roof, 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;



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Rebecca R Whitlock, Mary K Brown, Mary E Hanks, Cory Clauss, Kristin L Salazar, Philip J Monasch, Individually**

of Greenwood Village, CO, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 23rd day of December, 2019.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 23rd day of December, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

*J. Mohr*  
J. Mohr Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this \_\_\_\_\_ day of \_\_\_\_\_,



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

**"RESOLVED:** That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

**"RESOLVED:** That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

**"RESOLVED:** That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."



UNDERSTAND. SERVICE. INNOVATE.

**Performance and Payment Bond  
Surety Authorization**

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

RE: Gerald H. Phipps, Inc.  
Contract No.: 202054285  
Project Name: Red Rocks Stage Roof  
Contract Amount: \$5,150,484.00  
Performance and Payment Bond No: 30105722

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Continental Casualty Company, (Insurance Company), on July 9, 2020.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at 303-831-5146.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kristin L. Salazar", is written over the word "Sincerely,".

Kristin L. Salazar  
Continental Casualty Company, Attorney-in-Fact  
USI, Account Manager





GERALH

**ACORD**<sup>TM</sup>**EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)

07/16/2020

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

AGENCY <b>USI Insurance Services, LLC</b> P.O. Box 7050 Englewood, CO 80155	PHONE (A/C, No, Ext): <b>800 873-8500</b>	COMPANY <b>Ace American Insurance Company</b>	
FAX (A/C, No):	E-MAIL ADDRESS: <b>den.contractors@usi.com</b>		
CODE:	SUB CODE:		
AGENCY CUSTOMER ID #: <b>1082464</b>	LOAN NUMBER		POLICY NUMBER <b>108900322006</b>
INSURED <b>Gerald H. Phipps, Inc. dba GH Phipps Construction Company dba GH Phipps Construction Company 5995 Greenwood Plaza Blvd, Suite 100 Greenwood Village, CO 80111</b>	EFFECTIVE DATE <b>10/01/19</b>	EXPIRATION DATE <b>10/01/20</b>	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:			

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

**COVERAGE INFORMATION**

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
<b>Builders Risk Coverage</b>		
<b>Any One Location</b>	<b>\$75,500,000</b>	<b>\$10,000</b>
<b>Sublimit Frame Location</b>	<b>\$10,000,000</b>	<b>\$10,000</b>
<b>In Transit</b>	<b>\$5,000,000</b>	<b>\$10,000</b>
<b>Temporary Location</b>	<b>\$5,000,000</b>	<b>\$10,000</b>

**REMARKS (Including Special Conditions)**

\*\*\*\*\* Description of Operations \*\*\*\*\*

RE: Red Rocks Stage Roof project

**CANCELLATION**

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

**ADDITIONAL INTEREST**

NAME AND ADDRESS <b>City and County of Denver Parks and Recreation 201 W. Colfax Ave., #602 Denver, CO 80202</b>	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE 		



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

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

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

RE: (Company name)

Contract No: **202054285**  
Project Name: **Red Rocks Stage Roof**

Contract Amount:  
Performance and Payment Bond No.:

SAMPLE

Dear Assistant City Attorney,

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

We hereby authorize the City and County of Denver, the 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 \_\_\_\_\_.

Thank you.

Sincerely,

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

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



**NOTICE TO APPARENT LOW BIDDER**

**Name**  
**Address**  
**City, State Zip**

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **June 04, 2020**, for work to be done and materials to be furnished in and for:

**CONTRACT 202054285 - Red Rocks Stage Roof**

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

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

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

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

All construction Contracts made and entered into by the City and County of Denver are subject to Affirmative Action and Equal Opportunity Rules and Regulations, as adopted by the Manager of the Department of Transportation and Infrastructure, and each contract requiring payment by the City of one-half million dollars (\$500,000.00) or more shall first be approved by the City Council acting by ordinance 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. 202054285

Page 2

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

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

CITY AND COUNTY OF DENVER

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

SAMPLE

**City and County of Denver Department of Transportation & Infrastructure**

201 West Colfax Avenue, Dept 608 | Denver, CO 80202

[www.denvergov.org/doti](http://www.denvergov.org/doti)

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**NOTICE TO PROCEED  
(SAMPLE)**

Current Date

Name  
Company  
Street  
City/State/Zip

**CONTRACT NO. 202054285 - Red Rocks Stage Roof**

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 202054285, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of 231 calendar days, the project must be complete on or before \_\_\_\_\_.

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

Sincerely,

By: \_\_\_\_\_  
Lesley B. Thomas  
City Engineer

cc:

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

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**Certificate of Contract Release**  
(SAMPLE)

Current Date

Name  
Street Address  
City, State, Zip

RE: Certificate of Contract Release for  
**202054285 - Red Rocks Stage Roof**

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

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

SAMPLE

\_\_\_\_\_  
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](mailto:pw.procurement@denvergov.org).

Sincerely,

Contract Administration

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

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

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



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

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Prevailing Wage Rates**

**Contract Number: 202054285**

**Red Rocks Stage Roof**

**April 20, 2020**



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification & Compensation Technician II  
**DATE:** February 03, 2020  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 31, 2020** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200002  
Superseded General Decision No. CO20190002  
Modification No. 1  
Publication Date: 01/31/2020  
(6 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

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

"General Decision Number: CO20200002 01/31/2020

Superseded General Decision Number: CO20190002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	01/31/2020

ASBE0028-001 07/01/2019

Rates Fringes

Asbestos Workers/Insulator  
(Includes application of  
all insulating materials,

protective coverings,  
 coatings and finishings to  
 all types of mechanical  
 systems).....\$ 32.98 14.73

BRCO0007-004 01/01/2019

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

	Rates	Fringes
BRICKLAYER.....	\$ 29.52	10.48

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.88	10.34

ELEC0012-004 06/01/2019

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over \$1,000,000.....	\$ 27.50	12.50+3%
Electrical contract under \$1,000,000.....	\$ 24.85	12.50+3%

ELEC0068-001 06/01/2019

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

	Rates	Fringes
ELECTRICIAN.....	\$ 36.50	16.18

ELEC0111-001 03/01/2019

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 20.41	13.75%+\$6.20
Line Equipment Operator.....	\$ 28.98	13.75%+\$6.20

Lineman and Welder.....\$ 44.92      25.25%+\$5.75

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ELEC0113-002 06/01/2019

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 32.60	16.23

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ELEC0969-002 06/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

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ENGI0009-001 05/01/2018

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 28.57	10.70
Blade: Rough.....	\$ 28.25	10.70
Bulldozer.....	\$ 28.25	10.70
Cranes: 50 tons and under..	\$ 28.40	10.70
Cranes: 51 to 90 tons.....	\$ 28.57	10.70
Cranes: 91 to 140 tons.....	\$ 29.55	10.70
Cranes: 141 tons and over...	\$ 31.07	10.70
Forklift.....	\$ 27.87	10.70
Mechanic.....	\$ 28.73	10.70
Oiler.....	\$ 27.49	10.70
Scraper: Single bowl under 40 cubic yards.....	\$ 28.40	10.70
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 28.57	10.70
Trackhoe.....	\$ 28.40	10.70

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\* IRON0024-003 11/01/2019

	Rates	Fringes
Ironworkers:.....	\$ 30.85	22.26
Structural		

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LABO0086-001 05/01/2009

	Rates	Fringes
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Laborers:

Pipelayer.....\$ 18.68 6.78

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PLUM0003-005 06/01/2017

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

Rates Fringes

PLUMBER.....\$ 39.08 16.44

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PLUM0058-002 07/01/2018

EL PASO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

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PLUM0058-008 07/01/2018

PUEBLO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

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PLUM0145-002 07/01/2016

MESA COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 35.17 11.70

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PLUM0208-004 06/01/2016

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

Rates Fringes

PIPEFITTER.....\$ 37.10 16.62

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\* SHEE0009-002 07/01/2019

Rates Fringes

Sheet metal worker.....\$ 34.62 17.95

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 \* TEAM0455-002 07/01/2019

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 21.91	4.42
Tandem/Semi and Water.....	\$ 22.54	4.42

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 SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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

**Office of Human Resources  
Supplemental Rates  
(Specific to the Denver Projects)  
(Supp #74, Revised: 08-21-2019)**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$13.00	\$2.92
Laborer (Flagger)		\$13.00	\$3.80
Laborer (Landscape)		\$13.00	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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

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



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

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Technical Specifications, Drawings,  
and Addenda (1-3)**

**Contract Number: 202054285**

**Red Rocks Stage Roof**

**April 20, 2020**

**Note: The above documents are incorporated by  
reference and filed with the Clerk and Recorder.**

**File No. 20200068.**