

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



**DEPARTMENT OF PUBLIC WORKS**

**Contract Documents**

**Contract Number: 201951576**



**2019 Neighborhood Sidewalk Repairs, Phase I**

**August 27, 2019**



## NOTICE TO APPARENT LOW BIDDER

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

The EXECUTIVE DIRECTOR OF PUBLIC WORKS has considered the Bids submitted on **September 19, 2019**, for work to be done and materials to be furnished in and for:

### 201951576 2019 Neighborhood Sidewalk Repairs, Phase 1

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 **Twenty-One (21) bid items (202-00208 through 630-00002)**, with a total estimated cost thereof being **One Million Two Hundred Sixty Four Thousand Nine Hundred Fifty Two Dollars (\$1,264,952.00)**.

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

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

- a. Insurance Certificates: General Liability and Automotive Liability, Workman's Compensation and Employer Liability; 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 Public Works, and each contract requiring payment by the City of one-half million dollars (\$500,000.00) or more shall first be approved by the City Council acting by ordinance and in accordance with Section 3.2.6 of the Charter of the City and County of Denver.

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

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



**NOTICE TO APPARENT LOW BIDDER**


CONTRACT NO. 201951576

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

Dated at Denver, Colorado this 18<sup>th</sup> day of November 2019.

CITY AND COUNTY OF DENVER

By   
Eulois Cleckley  
Executive Director of Public Works

cc: Kristen Moore (CAO), Treasury (taxaudadmin@denvergov.org), Cindy Ackerman, (DSBO), James Barwick (PM), Noah McKechnie (Prev. Wage), Prevailing Wage (prevailingwage@denvergov.org), File.

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



**DEPARTMENT OF PUBLIC WORKS**

**Bid Form Package**

**Contract Number: 201951576**



**2019 Neighborhood Sidewalk Repairs, Phase I**

**August 27, 2019**

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

**SBE Defined Pool**

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

### BIDDER'S CHECKLIST

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

FORM/ PAGE NO.	COMMENTS	COMPLETE
BF-4 – BF-5	a.) Legal name, address, Acknowledgment signature and attestation (if required.)	<input type="checkbox"/>
BF-6+	a.) Fill in individual bid item dollars and totals in Numerical figures only b.) Complete all blanks c.) Legal name required	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
BF-7	a.) Write out bid total or bid totals in words and figures in the blank form space(s) provided b.) Calculate Textura® Construction Payment Management System Fee from chart on pg. BF-3 and write fee in the space provided	<input type="checkbox"/>
BF-8	a.) List all subcontractors who are performing work on this project	<input type="checkbox"/>
BF-9 – BF-10	a.) Fully complete List of Proposed Minority /Woman Business Enterprise Bidders, Subcontractors, Suppliers, Manufacturers, or Brokers – check appropriate boxes.	<input type="checkbox"/>
BF-11	a.) Complete all blanks b.) If Addenda have been issued, complete bottom section.	<input type="checkbox"/> <input type="checkbox"/>
BF-12	a.) Complete appropriate sections - signature(s) required. b.) If corporation, then corporate seal required.	<input type="checkbox"/> <input type="checkbox"/>
BF-13	a.) Fully complete Commitment to Participation	<input type="checkbox"/>
BF-16	a.) If applicable, fully complete Joint Venture Affidavit (Submit 10 days prior to Bid Opening date)	<input type="checkbox"/>
BF-17 – BF-19	a.) If applicable, fully complete Joint Venture Eligibility Form (Submit 10 days prior to Bid Opening date)	<input type="checkbox"/>
BF-20	a.) Fill in all Bid Bond blanks b.) Signatures required c.) Corporate Seal if required d.) Dated e.) Attach Surety Agents Power of Attorney OR Certified or cashier's check made out to the Manager of Revenue referencing Bidder's Company and Contract Number.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
BF-21- BF-24	a.) Each bidder, as a condition of responsiveness to this solicitation, shall <u>complete, sign, 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: [www.denvergov.org/content/denvergov/en/contract-administration/bidding-process.html](http://www.denvergov.org/content/denvergov/en/contract-administration/bidding-process.html)

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

**BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT**

**Contract No. 201951576**

**2019 Neighborhood Sidewalk Repairs, Phase I**

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

**ADDRESS:** 154 Cisne Cir  
Brighton, CO 80601

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

**NAME:** Jose Silva **TITLE:** President  
**EMAIL:** Silva Construction 154@gmail.com **PHONE NUMBER:** 303-710-0573

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. 201951576, 2019 Neighborhood Sidewalk Repairs, Phase I**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated August 27, 2019.

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

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

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

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



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

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

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

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

**BIDDER:** Silva Construction Inc

**Name:** Jose Silva

**By:** Jose Silva

**Title:** President

**ATTEST:**

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

[SEAL]

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

**BID FORM**

**Contract No. 201951576**

**2019 Neighborhood Sidewalk Repairs, Phase I**

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

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

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on **August 27, 2019**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 201951576, 2019 Neighborhood Sidewalk Repairs, Phase I**, in Denver, Colorado, in full accordance with and conformity to the Plans, Technical Specifications, and Contract Documents hereto attached or by reference made a part hereof, at and for the following price(s) set forth on this Bid Form.

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

*Advertisement of Notice of Invitation for Bids*  
*Instructions to Bidders*  
*Commitment to SBE Participation/List of Proposed Participants/Letters of Intent*  
*Article VII of Chapter 28, D.R.M.C.*  
*Bid Bond*  
*Addenda (as applicable)*  
*Equal Employment Opportunity Provisions (Appendix A and Appendix F)*  
*Bid Form*  
*Contract Form*  
*General Contract Conditions*  
*Special Contract Conditions*  
*Performance and Payment Bond*  
*Notice to Apparent Low Bidder*  
*Notice to Proceed*  
*Contractor's Certification of Payment Form*  
*Final/Partial Lien Release Form*  
*Final Receipt*  
*Change Orders (as applicable)*  
*Federal Requirements (as applicable)*  
*Prevailing Wage Rate Schedule(s)*  
*Technical Specifications*  
*Contract Drawings*

Item No.	Description and Price	Estimated Quantity	Estimated Cost
202-00208	<b>Remove and Reset Flagstone Walk</b> at the unit price of \$ <u>13-</u> per SQUARE FOOT	1,440 SF	\$ <u>18720-</u>
202-00210	<b>Remove Concrete or Flagstone Walk</b> at the unit price of \$ <u>140-</u> per SQUARE FOOT	73,200 SF	\$ <u>102480-</u>
202-05021	<b>Trip Hazard Grinding (&lt;5')</b> at the unit price of \$ <u>16-</u> per LINEAR FOOT - INCH	1,000 LF - INCH	\$ <u>16000-</u>
202-05021	<b>Trip Hazard Grinding (&gt;=5')</b> at the unit price of \$ <u>16-</u> per LINEAR FOOT - INCH	700 LF - INCH	\$ <u>11200-</u>
212-01050	<b>Sodding</b> at the unit price of \$ <u>6-</u> per SQUARE FOOT	2,000 SF	\$ <u>12000-</u>
212-01200	<b>Landscape Restoration</b> at the unit price of \$ <u>6-</u> per SQUARE FOOT	11,307 SF	\$ <u>67842-</u>
212-09000	<b>Licensed Tree Service (2-man)</b> at the unit price of \$ <u>120-</u> per HOUR	250 HR	\$ <u>30000-</u>
304-06000	<b>Aggregate Base Course (CL 6)</b> at the unit price of \$ <u>18-</u> per TON	1,800 TON	\$ <u>32400-</u>
304-06100	<b>Aggregate Base Course - 1/4" Chip</b> at the unit price of \$ <u>23-</u> per TON	500 TON	\$ <u>11500-</u>
401-00010	<b>Asphalt Patching</b> at the unit price of \$ <u>140-</u> per TON	50 TON	\$ <u>7000-</u>

<b>Item No.</b>	<b>Description and Price</b>	<b>Estimated Quantity</b>	<b>Estimated Cost</b>
412-00100	<b>Geotech Materials Testing</b> at the unit price of \$ <u>500 -</u> per EACH	24 EA	\$ <u>12000 -</u>
413-00080	<b>Concrete Slab Jacking</b> at the unit price of \$ <u>38 -</u> per POUND	1,000 LB	\$ <u>38000 -</u>
413-00100	<b>Concrete Patching (Struct. Surface Repair, =&lt; 2")</b> at the unit price of \$ <u>4 -</u> per SQUARE FOOT - INCH	8,000 SF - INCH	\$ <u>32000 -</u>
608-00400	<b>Concrete Sidewalk (4")</b> at the unit price of \$ <u>8<sup>30</sup> -</u> per SQUARE FOOT	65,200 SF	\$ <u>541160 -</u>
608-00400	<b>Colored Concrete Sidewalk (4")</b> at the unit price of \$ <u>12<sup>60</sup> -</u> per SQUARE FOOT	8,000 SF	\$ <u>100800 -</u>
608-00600	<b>Concrete Pavement (6")</b> at the unit price of \$ <u>8<sup>40</sup> -</u> per SQUARE FOOT	10,000 SF	\$ <u>84000 -</u>
608-00610	<b>Colored Concrete Pavement - 6"</b> at the unit price of \$ <u>12<sup>60</sup> -</u> per SQUARE FOOT	2,000 SF	\$ <u>25200 -</u>
608-00800	<b>Concrete Pavement - 8" Alley Paving</b> at the unit price of \$ <u>15 -</u> per SQUARE FOOT	1,000 SF	\$ <u>15000 -</u>
625-00000	<b>Reset Survey control</b> at the unit price of \$ <u>460 -</u> per EACH	47 EA	\$ <u>18600 -</u>
630-00000	<b>Traffic Control - Arterial/Collector</b> at the unit price of \$ <u>1000 -</u> per BLOCK SIDE	20 BLOCK SIDE	\$ <u>20000 -</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
630-00002	<b>Traffic Control - Local</b> at the unit price of \$ <u>900</u> per BLOCK SIDE	70 BLOCK SIDE	\$ <u>63000</u>

Bid Items Total Amount (202-00208 through 630-00002 (Twenty One [21]) total bid items) \$ 1,259,102

Textura ® Fee from table on Page BF-3 (based on Bid Items Total Amount) \$ 5850

Bid Items Total Amount plus Textura® Fee equals Total Bid Amount \$ 1,264,952

Total Bid Amount  
One million Two Hundred Sixty Four Thousand Nine Hundred Fifty Two Dollars  
Dollars (\$ 1,264,952 )

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

Enclosed with this bid is a bid guarantee, as defined in the attached Instructions to Bidders, in the amount of 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: N/A

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

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

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



	<b>DENVER</b> OFFICE OF ECONOMIC DEVELOPMENT	<b>List of Proposed                  SBE                  Bidders, Subcontractors,                  Suppliers (Manufacturers) or                  Brokers</b>	Office of Economic Development Division of Small Business Opportunity Compliance Unit 201 W. Colfax Ave. Dept. 907 Denver, CO 80202 Phone: 720-913-1999 <a href="mailto:DSBO@denvergov.org">DSBO@denvergov.org</a>
City & County of Denver Contract No.: <u>201951576</u>			
The undersigned Bidder proposes to utilize all listed firms. The following SBE(s) firms listed are <b>CURRENTLY</b> certified by the City and County of Denver. Only the level of SBE participation listed at the bid opening will count toward satisfaction of the project goal. Only bona fide commissions may be counted for Brokers. SBE prime bidders must detail their bid information below. Please copy and attach this page to list additional SBE..			
<b>Prime Bidder</b>			
Business Name:			
Address:		Contact Person:	
Type of Service:		Dollar Amount \$:	Percent of Project:
<b>Certified SBE Prime Bidder</b>			
Business Name: <u>Silva Construction Inc</u>			
Address: <u>154 Cisne Cir Brighton, CO 80601</u>		Contact Person: <u>Jose Silva</u>	
Type of Service: <u>All except trucking</u>		Dollar Amount \$: <u>1,138,456.00</u>	Percent of Project: <u>90%</u>
<b>Subcontractors, Suppliers Manufacturers or Brokers (check one box)</b>			
<input checked="" type="checkbox"/>	Subcontractor (✓)	<input type="checkbox"/>	Supplier (✓)
<input type="checkbox"/>		<input type="checkbox"/>	Manufacturer (✓)
<input type="checkbox"/>		<input type="checkbox"/>	Broker (✓)
Business Name: <u>CCT Inc</u>			
Address: <u>5440 E 128th Dr Thornton CO 80241</u>		Type of Service: <u>Trucking</u>	
Contact Person: <u>Favian Chavez</u>		Dollar Amount \$: <u>126495.20</u>	Percent of Project: <u>10%</u>
<input type="checkbox"/>	Subcontractor (✓)	<input type="checkbox"/>	Supplier (✓)
<input type="checkbox"/>		<input type="checkbox"/>	Manufacturer (✓)
<input type="checkbox"/>		<input type="checkbox"/>	Broker (✓)
Business Name:			
Address:		Type of Service:	
Contact Person:		Dollar Amount \$:	Percent of Project:
<input type="checkbox"/>	Subcontractor (✓)	<input type="checkbox"/>	Supplier (✓)
<input type="checkbox"/>		<input type="checkbox"/>	Manufacturer (✓)
<input type="checkbox"/>		<input type="checkbox"/>	Broker (✓)
Business Name:			
Address:		Type of Service:	
Contact Person:		Dollar Amount \$:	Percent of Project:



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

List of Proposed SBE rev 011411 JG

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

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

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

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

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

Business Address of Bidder: 154 Cisse Cir

City, State, Zip Code: Brighton, CO 80601

Telephone Number of Bidder: 303-710-0513 Fax No. 888-689-9850

Contact Name for this Project: Jose Silva

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

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

For information relative thereto, please refer to:

Name: Derek Miles

Title: PM

Address: Denver Wastewater Building

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

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

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

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


Dated this 19th day of September, 2019.

**Signature of Bidder:**

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

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

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

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

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

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

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

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

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


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

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

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

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

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

	<p><b>DENVER</b> OFFICE OF ECONOMIC DEVELOPMENT</p>	<p><b>COMMITMENT TO SBE PARTICIPATION</b></p>	<p>Office of Economic Development Division of Small Business Opportunity Compliance Unit 201 W. Colfax Ave. Dept. 907 Denver, CO 80202 Phone: 720-913-1999 <a href="mailto:DSBO@denvergov.org">DSBO@denvergov.org</a></p>
<p><b>The undersigned has satisfied the SBE participant requirements in the following manner (Please check both boxes):</b></p>			
<p><input checked="" type="checkbox"/> The Bidder/Proposer is committed to the minimum of <u>10</u> % additional SBE utilization on the project, and will submit Letters of Intent (LOI) for <u>each</u> subcontractor/subconsultant listed in the Bid Forms as follows:  <u>Hard Bids:</u> Three (3) business days after the bid opening.  <u>Request for Proposals/Qualifications:</u> With the proposal when due.  <u>Compliance Plans:</u> With each task/work order.</p>			
<p><input type="checkbox"/> The Bidder/Proposer is a certified SBE in good standing with the City and is committed to self-perform a minimum of <u>30</u> % of the work on the contract. The self-performing Bidder/Proposer understands that they must submit a Letter of Intent (LOI) for themselves no later than three (3) days after bid opening or with initial proposals as a matter of responsibility as in accordance with DRMC Section 28-212(a)(5) of Ordinance 85 to the Division of Small Business Opportunity.</p>			
<p>Bidder/Proposer (Name of Firm): <u>Silva Construction Inc</u></p>			
<p>Firm's Representative (Please print): <u>Jose Silva</u></p>			
<p>Signature (Firm's Representative): <u>Jose Silva</u></p>			
<p>Title: <u>President</u></p>			
<p>Address: <u>154 Pine Cir</u></p>			
<p>City: <u>Brighton</u></p>		<p>State: <u>CO</u></p>	<p>Zip: <u>80601</u></p>
<p>Phone: <u>303-710-0543</u></p>	<p>Fax: <u>888-689-9850</u></p>	<p>Email: <u>SilvaConstruction154@gmail.com</u></p>	
<p><b>A copy of the SBE Certification letter <u>must</u> be attached to each Letter of Intent (LOI).</b></p>			



Office of Economic Development  
 Division of Small Business Opportunity  
 Compliance Unit  
 201 West Colfax Ave., Dept. 507  
 Denver, CO 80202  
 Phone: 720-913-1999

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

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

Contract No.: 201951576 Project Name: 2019 Neighborhood Sidewalk Repairs PH 1

**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: <u>Silva Construction Inc</u>	Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Phone: <u>303-710-0543</u>
Contact Person: <u>Jose Silva</u>	Email: <u>Silvaconstruction154@gmail.com</u>	Fax: <u>888-689-9854</u>
Address: <u>154 Cushe Cir</u>	City: <u>Brighton</u>	State: <u>CO</u> Zip: <u>80601</u>

**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: <u>CCT Inc</u>	Phone: <u>303-591-9547</u>								
Contact Person: <u>Favian Chavez</u>	Email: <u>Chavez trucking@gmail.com</u> Fax: <u>720 872 8763</u>								
Address:	City: State: Zip:								
Please check the designation which applies to the certified firm.	<table border="1"> <tr> <td>M/WBE (✓)</td> <td><input checked="" type="checkbox"/></td> <td>SBE (✓)</td> <td><input checked="" type="checkbox"/></td> <td>EBE (✓)</td> <td><input type="checkbox"/></td> <td>DBE (✓)</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	M/WBE (✓)	<input checked="" type="checkbox"/>	SBE (✓)	<input checked="" type="checkbox"/>	EBE (✓)	<input type="checkbox"/>	DBE (✓)	<input checked="" type="checkbox"/>
M/WBE (✓)	<input checked="" type="checkbox"/>	SBE (✓)	<input checked="" type="checkbox"/>	EBE (✓)	<input type="checkbox"/>	DBE (✓)	<input checked="" type="checkbox"/>		

Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:

**A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached**

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

Trucking

<input checked="" type="checkbox"/> Subcontractor/Subconsultant (✓)	<input type="checkbox"/> Supplier (✓)	<input type="checkbox"/> Broker (✓)
---	---------------------------------------	-------------------------------------

**Bidder** intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:

\$ 126495<sup>20</sup> 10 %

**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: \$ 126495<sup>20</sup>

Bidder/Consultant's Signature: <u>Jose Silva</u>	Date: <u>9/9/19</u>
Title: <u>President</u>	
M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: <u>Favian Chavez</u>	Date: <u>9/10/19</u>
Title: <u>President/Owner</u>	

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

**Letter of Intent (LOI) Checklist**

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

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

<b>Select One</b> ✓	<b>SUBMITTED VIA...</b> For Construction Hard Bids, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/>	Email to DSBO@denvergov.org
<input type="checkbox"/>	Fax to 720-913-1803

**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.**

COMP-FRM-012 Revised 9-8-14



### Joint Venture Affidavit

N/A

Office of Economic Development  
Division of Small Business Opportunity  
Compliance Unit  
201 W. Colfax Ave. Dept. 807  
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 initiating 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: \_\_\_\_\_



**DENVER**  
OFFICE OF ECONOMIC  
DEVELOPMENT

**JOINT VENTURE  
ELIGIBILITY FORM**

N/A

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)



N/A

<b>JOINT VENTURE ELIGIBILITY FORM</b>			
<b>General Information</b>			
Describe the SBE/MBE/WBE or DBE's involvement in the overall management of the joint venture (e.g., participation on a management committee or managing board voting rights, etc.) (attach additional sheets if necessary)			
Describe the SBE/MBE/WBE or DBE's share in the profits of the joint venture:			
Describe the SBE/MBE/WBE or DBE's share in the risks of the joint venture:			
Describe the roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):			
a. SBE/MBE/WBE or DBE joint venture participant:			
b. Non- SBE/MBE/WBE or DBE joint venture participant:			
Describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary):			
a. SBE/MBE/WBE or DBE joint venture participant:			
b. Non- SBE/MBE/WBE or DBE joint venture participant:			
Which firm will be responsible for accounting functions relative to the joint venture's business?			
Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties?			
Please provide information relating to the approximate <b>number</b> of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the SMWBE, non-SMWBE or joint venture:			
	<b>Non- SBE/MBE/WBE/DBE</b>	<b>SBE/MBE/WBE/DBE</b>	<b>Joint Venture</b>
<b>Management</b>			
<b>Administrative</b>			
<b>Support</b>			
<b>Hourly Employees</b>			

N/A

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

Revised 032211 JG

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

**Contract No. 201951576**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT Silva Construction, Inc., 421 W 70th Place, Denver, CO 80221, as Principal, and Nationwide Mutual Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Iowa, 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 the Total Bid Amount 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 September 19th, 2019, for the construction of: **Contract No. 201951576, 2019 Neighborhood Sidewalk Repairs, Phase I**, 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 19th day of September, 2019.

ATTEST

  
\_\_\_\_\_  
Secretary

Silva Construction, Inc.

Principal  
By Jose Silva

Title Jose Silva, President

Nationwide Mutual Insurance Company

Surety  
By Christine Crowder

Christine Crowder, Attorney-In-Fact

[SEAL]

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



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

SCOTT E. METZGER  
ANN M. RITACCO  
CHRISTINE A. CROWDER

SCOTT M. WHITE  
TIMOTHY J. MITCHELL

RICHARD W. SALMON  
KELSEY HALL

DENVER CO

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

\$ 1,500,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

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:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27<sup>th</sup> day of February, 2019.

*Antonio C. Albanese*

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27<sup>th</sup> day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Dello  
Notary Public, State of New York  
No. 02DE6126649  
Qualified in Westchester County  
Commission Expires September 16, 2021

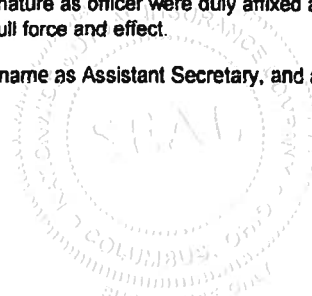
*Suzanne C. Dello*

Notary Public  
My Commission Expires  
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 19<sup>th</sup> day of September, 2019.



*Laura B. Guy*

Assistant Secretary



Office of Economic Development  
Division of Small Business Opportunity  
201 W. Colfax Ave, Dept. 907  
Denver, CO 80202  
p: 720.813.1898  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

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

Type in your response, print out, sign and date; or print out and complete manually. Please print legibly.

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: SilvaConstruction154@gmail.com

Please include the Email address of the contact person facilitating this solicitation for the City and County of Denver: David.Relford@denvergov.org

Agency Name:

- Arts and Venue
- Auditor Office
- Community Planning
- Denver International Airport
- Environmental Health
- Fire Department
- Purchasing Division
- Human Services
- Economic Development
- Parks and Recreation
- Police Department
- Public Works
- Sheriff Department
- Technology Services
- Other

Project Name: 2019 Neighborhood Sidewalk Repairs PH 1

BID / RFP No.: 2019 51576

Name of Contractor/Consultant: Silva Construction Inc

What industry is your business? Concrete Construction

Address: 154 Cass Cir  
Brighton CO 80601

Business Phone No.: 303 710 0543

Business Facsimile No.: 888 689 9850

OED - Executive Order No. 101  
Diversity and Inclusiveness in City Solicitations Information Request Form  
Rev. 12/29/2015

1. How many employees does your company employ?

- 1-10
- 11-50
- 51-100
- over 100

1.1. How many of your company's employees are:

Full-time 1001 Part-Time \_\_\_\_\_

2. Do you have a Diversity and Inclusiveness Program?  Yes  No

If No, and your company size is less than 10 employees continue to question 11. 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.

N/A

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

If Yes, how does your company regularly communicate its diversity and Inclusiveness policies to employees? (select all that apply)

- Employee Training
- Pamphlets
- Public EEO postings
- Other
- Not Applicable

5. 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.

need info on it

6. How often do you provide training in diversity and inclusiveness principles?

- Monthly                       Annually  
 Quarterly                     Not Applicable                       Other \_\_\_\_\_

6.1 What percentage of the total number of employees generally participate?

- 0 - 25%                       51 - 75%  
 26 - 50%                     76 - 100%                       Not Applicable

7. 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.

N/A

8. Do you have a diversity and inclusiveness committee?  Yes  No

8.1 If Yes, how often does it meet?

- Monthly                       Annually                       No Committee  
 Quarterly                     Other N/A

8.2 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.

N/A

9. Do you have a budget for diversity and inclusiveness efforts?  Yes  No
10. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?  Yes  No
11. Would you like information detailing how to implement a Diversity and Inclusiveness program?  Yes  No

If yes, please email [X0101@denvergov.org](mailto:X0101@denvergov.org).

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

Jose Silva 9/19/19  
 Signature of Person Completing Form Date

Jose Silva  
 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."



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



**DEPARTMENT OF PUBLIC WORKS**

**Bid Documents Package**

**Contract Number: 201951576**



**2019 Neighborhood Sidewalk Repairs, Phase I**

**August 27, 2019**

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

**SBE Defined Pool**

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

**STATEMENT OF QUANTITIES**

<b>Item No.</b>	<b>Description</b>	<b>Estimated</b>	<b>Quantity</b>
202-00208	Remove and Reset Flagstone Walk	1,440	SF
202-00210	Remove Concrete or Flagstone Walk	73,200	SF
202-05021	Trip Hazard Grinding (<5')	1,000	LF - INCH
202-05021	Trip Hazard Grinding (>=5')	700	LF - INCH
212-01050	Sodding	2,000	SF
212-01200	Landscape Restoration	11,307	SF
212-09000	Licensed Tree Service (2-man)	250	HR
304-06000	Aggregate Base Course (CL 6)	1,800	TON
304-06100	Aggregate Base Course - 1/4" Chip	500	TON
401-00010	Aphalt Patching	50	TON
412-00100	Geotech Materials Testing	24	EA
413-00080	Concrete Slab Jacking	1,000	LB
413-00100	Concrete Patching (Struct. Surface Repair, =< 2")	8,000	SF - INCH
608-00400	Concrete Sidewalk (4")	65,200	SF
608-00400	Colored Concrete Sidewalk (4")	8,000	SF
608-00600	Concrete Pavement (6")	10,000	SF
608-00610	Colored Concrete Pavement - 6"	2,000	SF
608-00800	Concrete Pavement - 8" Alley Paving	1,000	SF
625-00000	Reset Survey control	47	EA



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

**STATEMENT OF QUANTITIES**

<b>Item No.</b>	<b>Description</b>	<b>Estimated</b>	<b>Quantity</b>
630-00000	Traffic Control - Arterial/Collector	20	BLOCK SIDE
630-00002	Traffic Control - Local	70	BLOCK SIDE

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

**NOTICE FOR INVITATION FOR BIDS  
FOR CONTRACT NO. 201951576**

**2019 Neighborhood Sidewalk Repairs, Phase I**

**BID SCHEDULE:  
11:00 a.m., MST  
September 19, 2019**

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

Bids submitted prior to 10:30 a.m. on the specified bid opening date/time shall be presented at the Office of Contract Administration, Attention: Public Works Contract Administration, 201 W. Colfax Ave., Department 614, Denver, CO 80202.

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

**GENERAL STATEMENT OF WORK:**

Contractor will go into neighborhood regions designated by the City and repair concrete or flagstone sidewalk that has been identified by City personnel as non-compliant with City codes. Repairs may include slab leveling, joint grinding or stone replacement. Landscape/irrigation system protection/replacement and traffic/pedestrian control are ancillary to the contract and will be paid for separately. It is estimated that 20% of this contract's work will be performed Citywide and 80% in the sidewalk repair district.

**PRE-BID CONFERENCE:**

A pre-bid conference will be held for this Project at 1:00 p.m., local time, on September 3, 2019. This meeting will take place at the Webb Building, 201 W Colfax Ave, 4<sup>th</sup> Floor Conference Room 4.I.4., Denver, Colorado 80202.

**ESTIMATED CONSTRUCTION COST:**

The estimated cost of construction for this project is between \$900,000.00 and \$1,100,000.00.

**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 \$15.00 per download, reference **eBid Document Number #6494704**. Contact QuestCDN at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance.

**DEADLINE TO SUBMIT QUESTIONS:** September 10, 2019 by 10:00 a.m., local time.

**DEFINED POOL SELECTION REQUIREMENTS:**

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

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

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

**10% Small Business Enterprise (SBE) Participation**

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

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

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 Manager of Public Works, the City and County of Denver, reserves the right to reject any or all bids and to waive informalities in bids.

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

Publication Dates: August 27, 28, 29, 2019  
Published In: The Daily Journal

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

**INSTRUCTIONS TO BIDDERS**

**IB-1 INSTRUCTION TO BIDDERS**

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

**IB-2 BIDDING**

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

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

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

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

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

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

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

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

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

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

**IB-5 UNACCEPTABLE BIDS**

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

**IB-6 INFORMAL AND UNBALANCED BIDS**

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

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

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

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

**IB-7 ONLY ONE BID ACCEPTED**

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

**IB-8 BID GUARANTEE**

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

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

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

**IB-9 SITE INSPECTION AND INVESTIGATIONS**

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



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

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

**IB-10 INCONSISTENCIES**

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

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

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

**IB-11 WITHDRAWAL OF BID**

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

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

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

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

**IB-13 PRE-BID MEETING**

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

**IB-14 ADDENDA**

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

**IB-15 BID OPENING**

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

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

Bids will be evaluated after being read in open meeting at the place designated for such bid opening. 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 contract documents are ready for execution the Apparent Low Bidder shall execute the contract documents. At this time, the successful bidder shall also provide certain supplemental documents for incorporation into the Contract Documents. These supplemental documents shall include: a properly executed Payment and Performance Bond Form and appropriate Power of Attorney evidencing the Apparent Low Bidder's satisfactory compliance with the bonding requirements set forth in the Contract Documents; and documentation of compliance with any other conditions precedent to execution of the Contract by the City set forth in the Contract Documents. The insurance and bond forms contained in the Contract Special Conditions Section of the Contract Documents must be used in satisfying these supplemental document requirements.

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

**IB-19 BONDING REQUIREMENTS**

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

**IB-20 INSURANCE REQUIREMENTS**

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

**IB-21 PERMITS AND LICENSES**

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

**IB-22 WAGE RATE REQUIREMENTS**

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: August 27, 2019.

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

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

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

Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing [auditor@denvergov.org](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 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-27 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 Jennifer Clark, who can be reached via email at [pw.procurement@denvergov.org](mailto:pw.procurement@denvergov.org).

#### **IB-28 DEFINED POOL SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS**

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

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

comply with this defined pool selection requirement, as specified herein and set forth in Chapter VII, and, as such, is non-responsive; shall result in no further consideration of the bid by the Manager of Public Works.

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

### **10% Small Business Enterprise (SBE) Participation**

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

#### **Meeting Established Goal**

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

1. In preparing its bid, each bidder shall list on the Bid Form pages entitled "List of Proposed Small Business Enterprise Subcontractors, Suppliers, Manufacturers, Manufacturers' Representatives or Brokers" the name, address, work description/supply, committed level of participation and other required information for each SBE of any tier which the bidder intends to use in performing the work on this Project. **Only the SBE Subcontractors, Suppliers, Manufacturers, Manufacturers' Representatives or Brokers identified and the precise levels of participation listed for each on the Bid Form page, at the time of bid opening, will be considered in determining whether the bidder has met the mandatory participation requirement. Additional, revised or corrected participation submitted after bid opening will not be considered. SBE bidders may NOT count self-performance or joint venture activity in meeting the mandatory participation requirement for the project.** SBE bidders may count joint venture activity in meeting the mandatory participation requirement for the project, but only for the scope of work performed as a commercially useful function and at a percentage level the SBE participant will be performing itself.

All SBE Subcontractors, Suppliers, Manufacturers, Manufacturers' Representatives or Brokers listed on the Bid Form must be properly certified by the City on or before the date bids are opened in order to count towards meeting the designated requirement. DSBO maintains an SBE Directory ("Directory"), which is a current listing of SBE's that have been certified by the City. A copy of the Directory is located at DSBO's web site at: [www.denvergov.org/content/denvergov/en/denver-office-of-economic-development/do-business-with-denver.html](http://www.denvergov.org/content/denvergov/en/denver-office-of-economic-development/do-business-with-denver.html).

2. Bidders are encouraged to use the Directory to assist in locating SBEs for the work and supplies required on the Project. Bidders are reminded that changes may be made to the Directory at any time in accordance with the City's SBE program and a current copy of the Directory must always be used in preparing a bid. SBE certification or listing in the Directory is not a representation or warranty by the City as to the qualifications of any listed SBE.
3. In accordance with the provisions of the Ordinance, DSBO will evaluate each bid to determine the responsiveness of the bid to the requirements of the Ordinance. In determining whether a bidder's committed level of participation meets or exceeds the stated SBE requirement, DSBO shall base its calculation of applicable amounts and percentages on the total base bid amount, not including any listed alternates, of each bid as follows:
  - a. The bid information provided by the agency will be used to determine the total base bid amount of each bid. Each bidder's total base bid amount will be multiplied by the SBE percentage established for the project to determine the exact dollar amount of required SBE participation for the Project. This amount will then be compared against the exact dollar amounts for the SBEs committed for participation by the bidder. If the total dollar amount of participation listed meets or exceeds the established SBE dollar amount requirement listed, then DSBO will determine that the goal has been met.

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

5. In accordance with the provisions of the Ordinance, the bidder agrees that it is committed to meeting the SBE mandatory participation requirement. This commitment must be expressly indicated on the "Commitment to Small Business Enterprise Participation" form included with the Bid Form. This commitment includes acceptance of the following understandings:
  - a. The bidder understands it must maintain the committed SBE mandatory participation level throughout the performance of the Contract as required by D.R.M.C. 28-222.
  - b. The bidder understands that it must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the committed SBE mandatory participation level.
  - c. The bidder understands that if change orders or any other contract modifications are issued under the contract, the bidder shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in Section 28-223 of the Ordinance, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
  - d. The bidder understands that if change orders or other contract modifications are issued under the Contract, that include an increase in scope of work of a contract for construction, reconstruction, or remodeling, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an SBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors or by the contractor shall be subject to a goal for SBEs equal to the original SBE mandatory participation commitment. The contractor shall satisfy such SBE mandatory participation requirement with respect to such changed scope of work by soliciting new SBEs in accordance with Section 28-206 of the Ordinance, as applicable, or the contractor must show each element of modified good faith set out in Section 28-221(c) of the Ordinance. The contractor shall supply to the Director the documentation described in Section 28-221(c) of the Ordinance with respect to the increased dollar value of the contract.
6. Section 28-212, D.R.M.C. requires each bidder to list, at the time of bid opening, the SBE prime contractor all subcontractors that meet the mandatory defined pool requirements for the bid. The bidder shall fully complete and execute the following forms to address the defined pool program requirements for this solicitation:
  - a. SBE Participation List
  - b. SBE Commitment Page
  - c. SBE Letters of Intent (to be submitted 3 days after bid)
7. If a bidder/proposer is participating in a joint venture with a certified SBE firm, complete the Joint Venture Eligibility form and Joint Venture Affidavit contained in this bid document/RFP. Submit the aforementioned forms with the firm's Joint Venture Agreement, to the DSBO Director, **at least 10 working days prior to the proposal submittal**. The Joint Venture must be approved prior to the bid opening or proposal submittal by the DSBO Director. Approval by the DSBO Director includes determining the amount the Joint Venture will count towards meeting the project goal.
8. DSBO will evaluate only the completed and fully executed forms provided with the bid or as otherwise specified and determine whether or not the bid is responsive under Section 28-213, D.R.M.C. If a bidder has failed to comply with the defined pool selection requirement process outlined in this section and the referenced forms, a bid may be found non-responsive and shall result in no further consideration of the bid by the Manager of Public Works.
9. All bidders are charged with knowledge of and are solely responsible for complying with each and every provision of the Ordinance in making a bid and, if awarded, in performing the work described in the Contract Documents. Failure to comply with these provisions could constitute cause for rejection of a bid or subject



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

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

**RULE I - DEFINITIONS**

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

**RULE II - NOTICE OF HEARING**

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

### **RULE III - HEARING**

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

### **REGULATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**REGULATION NO. 10 - CLAUSES:**

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

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

All amendments to the appendices shall be included by reference.

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

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

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

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

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

**APPENDIX A**

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

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

The applicant further agrees to be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in City contracts. The Contractor agrees to assist and cooperate actively with the Manager and the Director in obtaining compliance of subcontractors and suppliers with the equal opportunity clause and the rules, regulations and relevant orders of the Manager, and will furnish the Manager and the Director such information as they may require for the supervision of compliance, and will otherwise assist the Manager and Director in the discharge of the City's primary responsibility for securing compliance. The Contractor further agrees to refrain from entering into any contract or contract modification

subject to Article III, Division 2 of Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who has not demonstrated eligibility for, City contracts.

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

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

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

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

**APPENDIX F**

**AFFIRMATIVE ACTION REQUIREMENTS  
EQUAL EMPLOYMENT OPPORTUNITY**

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

**NOTICE**

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

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

/s/  
\_\_\_\_\_  
Manager of Public Works,  
City and County of Denver

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

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

**1. GOALS AND TIMETABLES:**

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

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

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

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

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

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

**2. SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

- a. The Contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.
- b. The Contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the



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

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

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

**3. NON - DISCRIMINATION:**

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

**4. COMPLIANCE AND ENFORCEMENT:**

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

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

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

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

**C. OBLIGATIONS APPLICABLE TO CONTRACTORS:**

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

**D. GENERAL REQUIREMENTS:**

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

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

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

**Contract No. 201951576**

**2019 Neighborhood Sidewalk Repairs, Phase I**

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

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

**WITNESSETH**, Commencing on **August 27, 2019**, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

**Contract No. 201951576**

**2019 Neighborhood Sidewalk Repairs, Phase I**

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

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

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

**1. CONTRACT DOCUMENTS**

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

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

*Notice to Apparent Low Bidder*  
*Notice to Proceed*  
*Contractor's Certification of Payment Form*  
*Final/Partial Lien Release Form*  
*Final Receipt*  
*Change Orders (as applicable)*  
*Federal Requirements (as applicable)*  
*Prevailing Wage Rate Schedule(s)*  
*Technical Specifications*  
*Contract Drawings*  
*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 **360** (Three Hundred Sixty Calendar Days) consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

**4. TERMS OF PAYMENT**

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for **bid item numbers 202-00208 through 630-00002, Twenty-One (21) total bid items**, the total estimated cost thereof being **One Million, Two-Hundred Sixty-Four Thousand, Nine Hundred Fifty-Two Dollars, and Zero Cents ( \$ 1,264,952.00 )**. 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. DEFINED POOL SELECTION REQUIREMENTS:**

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

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

**13. CONTRACT BINDING**

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

**14. PARAGRAPH HEADINGS**

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

**15. SEVERABILITY**

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

**16. 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:** PWADM-201951576-00  
**Contractor Name:** Silva Construction, 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:**

PWADM-201951576-00  
Silva Construction, Inc.

By:  \_\_\_\_\_  
DocuSigned by:  
D1F040111E47498...

Name: Jose Silva  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

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

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

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

**General Contract Conditions**

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

**SPECIAL CONTRACT CONDITIONS**

**SC-1 CONSTRUCTION SPECIFICATIONS**

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

City and County of Denver:

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

*Transportation Standards and Details for the Engineering Division*

*City and County of Denver Traffic Standard Drawings*

Wastewater Management Division

– *Standard Detail Drawings*

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

Colorado Department of Transportation:

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

Federal Highway Administration:

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

Building & Fire Codes:

*Building Code of the City and County of Denver*

(International Building Code 2015 Series, City and County of Denver Amendments 2016)

*National Fire Protection Association Standards*

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

The aforementioned City and County of Denver documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (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 DEPUTY MANAGER / CITY ENGINEER**

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

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

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

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

**SC-4 WASTEWATER MANAGEMENT DIVISION**

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

**SC-5 CITY DELEGATION OF AUTHORITY**

With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

Project Manager  
James Barwick

Telephone  
720-913-4535

**SC-6 LIQUIDATED DAMAGES**

Should the Contractor fail to complete all Work within the Contract Time allocated under the Contract Form at Paragraph 3, TERMS OF PERFORMANCE, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of 500 for each Day that the Contractor exceeds the time limits herein specified, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.

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

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

**SC-7 SUBCONTRACTS**

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

**SC-8 RESERVED**

**SC-9 PAYMENTS TO CONTRACTORS**

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

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Public Works	Renee Padilla	303-446-3738

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.



DEPARTMENT OF PUBLIC WORKS  
201951576

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

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

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

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

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

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

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

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

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

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

Signed and sworn before me this  
day of \_\_\_\_\_, 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-10 GENERAL CONTRACT CONDITION REVISION**

General Contract Condition 210 is hereby deleted in its entirety.

**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)

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 1702, AUTHORITY OF INSPECTORS, is modified as follows:

**1702.1** 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.

**1702.2** 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.

**1702.3** 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 and Auto Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

(5) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

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

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

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

(9) **Additional Provisions:**

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

## SC-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.

[www.denvergov.org/constructioncontracts/Home/ContractorResources/tabid/443154/Default.aspx](http://www.denvergov.org/constructioncontracts/Home/ContractorResources/tabid/443154/Default.aspx)

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

Bond #BD762685

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Silva Construction, Inc.  
154 Cisne Circle, Brighton, CO 80601  
a corporation organized and existing under and by virtue of the laws of the State of Colorado  
hereafter referred to as the "Contractor", and Nationwide Mutual Insurance Company  
a corporation organized and existing under and by virtue of the laws of the State of Iowa  
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND  
COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the  
penal sum of One Million Two Hundred Sixty-Four Thousand Nine Hundred Fifty-Two Dollars  
Dollars (\$ 1,264,952.00),  
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. 201951576, 2019 Neighborhood Sidewalk Repairs, Phase I**, Denver,  
Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as  
designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and  
Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 1st day of November, 2019.

Attest:

Secretary

Jose Silva, Jr.

Silva Construction, Inc.

Contractor

By:

President

Jose Silva

Nationwide Mutual Insurance Company

Surety

By:

Attorney-In-Fact

Tim Mitchell

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

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By:

Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

By:

MAYOR

By:

EXECUTIVE DIRECTOR OF PUBLIC WORKS



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

SCOTT E. METZGER  
TIMOTHY J. MITCHELL

SCOTT M. WHITE  
CHRISTINE A. CROWDER

ANN M. RITACCO

DENVER CO

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

\$ 1,500,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

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:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27<sup>th</sup> day of February, 2019.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27<sup>th</sup> day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

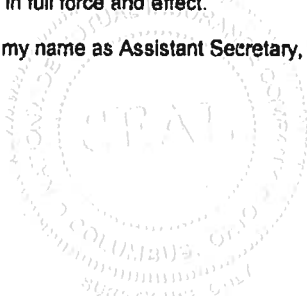
Suzanne C. Delio  
Notary Public, State of New York  
No. 02066126649  
Qualified in Westchester County  
Commission Expires September 16, 2021

Notary Public  
My Commission Expires  
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 1st day of November, 2019.



Assistant Secretary



**Denver Public Works**

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

201 West Colfax Ave, Dept 614  
Denver, CO 80202

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

**PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION**

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

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

RE: **Silva Construction, Inc.**

Contract No: 201951576  
Project Name: 2019 Neighborhood Sidewalk Repairs, Phase I  
Contract Amount: \$1,264,952.00  
Performance and Payment Bond No.: #BD762685

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Nationwide Mutual Insurance Company insurance company, on November 1st, 2019.

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 CRS Insurance Brokerage (303) 996-7800

Thank you.

Sincerely,

Christine Crowder  
Surety Account Manager  
ccrowder@crsdenver.com





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

Current Date

To:

Gentlemen:

The MANAGER OF PUBLIC WORKS has considered the Bids submitted on September 19, 2019 for work to be done and materials to be furnished in and for:

**PROJECT No. 201951576 2019 NEIGHBORHOOD SIDEWALK REPAIRS, PHASE I**

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

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

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

- a. One original plus four copies of the Power of Attorney relative to Performance and/or Payment Bond; and,
- b. ACORD Insurance Certificates: General Liability and Automotive Liability, Workman's Compensation Employer Liability; or any other coverage required by contract.

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

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

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

PROJECT NO. 201951576

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: \_\_\_\_\_  
Manager of Public Works

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

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



Current Date

**NOTICE TO PROCEED  
(SAMPLE)**

Name  
Company  
Street  
City/State/Zip

**Contract No. 201951576, 2019 Neighborhood Sidewalk Repairs, Phase I**

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 201951576, as set forth in detail in the contract documents for the City and County of Denver.

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

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

Sincerely,

Lesley B. Thomas  
City Engineer

cc:

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

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Certificate of Contract Release  
(SAMPLE)

Date

Name

Company

Street

City/State/Zip

RE: Certificate of Contract Release for

**201951576, 2019 NEIGHBORHOOD SIDEWALK REPAIRS, PHASE I**

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

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

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

\_\_\_\_\_  
Date Signed

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

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

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



**DEPARTMENT OF PUBLIC WORKS**

**Prevailing Wage Rates**

**Contract Number: 201951576**



**2019 Neighborhood Sidewalk Repairs, Phase I**

**August 27, 2019**





**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification & Compensation Technician II  
**DATE:** August 21, 2019  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, May 10, 2019** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO190009  
Superseded General Decision No. CO20180019  
Modification No. 1  
Publication Date: 05/10/2019  
(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: CO190009 05/10/2019 CO9

Superseded General Decision Number: CO20180019

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. 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	01/04/2019
1	05/10/2019

CARP9901-008 05/01/2018

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 25.50	9.47

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ELEC0068-016 03/01/2011

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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 \* ENGI0009-008 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....	\$ 28.25	10.70
(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 28.25	10.70
(3)-Motor Grader (blade- rough) Douglas County.....	\$ 28.25	10.70
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 28.40	10.70
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 28.40	10.70
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 28.57	10.70
(5)-Motor Grader (blade- finish) Douglas County.....	\$ 28.57	10.70
(6)-Crane (91-140 tons).....	\$ 29.55	10.70

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

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00

ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender- Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)...	\$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55

Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95
TRAFFIC SIGNALIZATION:		
Groundsman		
Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17
TRUCK DRIVER		
Distributor		
Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27
Dump Truck		
Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27
Lowboy Truck.....	\$ 17.25	5.27
Mechanic.....	\$ 26.48	3.50
Multi-Purpose Specialty & Hoisting Truck		
Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88
Pickup and Pilot Car		
Denver.....	\$ 14.24	3.77
Douglas.....	\$ 16.43	3.68

Semi/Trailer Truck.....	\$ 18.39	4.13
Truck Mounted Attenuator....	\$ 12.43	3.22
Water Truck		
Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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

**Office of Human Resources  
Supplemental Rtes  
(Specific to the Denver Projects)  
Revised 08/21/2019)**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Guard Rail Installer		\$13.00	\$3.20
Highway Parking Lot Striping: Painter		\$13.00	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$13.00	\$3.16
Laborer: Traffic Control (Flagger)		\$13.00	\$3.05
Laborer: Stationary Flags( excludes Flaggers)		\$13.00	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$13.00	\$3.22

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

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



**DEPARTMENT OF PUBLIC WORKS**

**Technical Specifications**

**Contract Number: 201951576**



**2019 Neighborhood Sidewalk Repairs, Phase I**

**August 27, 2019**





**ENGINEERING DIVISION  
Capital Projects Management  
SPECIAL PROVISIONS**

**STANDARD CONCRETE CONSTRUCTION DETAILS AND TECHNICAL SPECIFICATIONS**

It is the intent of the City to use the City of Denver Public Works "Transportation Standards and Details for the Engineering Division" 2017 edition, the Wastewater Management Division Standard Details and Drawings (when applicable) and the Contractor shall additionally abide by all rules and guidelines as required by the City and County of Denver Right of Way Street Occupancy Permit. It is further the intent of the City to use applicable specifications from the Colorado Department of Transportation "Standard Specifications for Road and Bridge" 2017 edition with revisions listed in the "Index of Revisions to the 2017 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction."

**INDEX OF REVISIONS TO THE 2017 CDOT Standard Specifications for Road and Bridge Construction**

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**REVISION OF SECTION 202  
REMOVAL OF CONCRETE OR FLAGSTONE SIDEWALK**

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

All equipment, labor, hauling, sorting, removal, delivery and documentation of recyclable materials as per SC-20 "Greenprint Denver Requirements" will not be paid separately; all costs incurred by the Contractor to meet the requirements of SC-20 shall be included in the removal of the related appurtenance. All non-hazardous waste is to be hauled to Denver Arapahoe Disposal Site (DADS) as per "SC-12 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS" of the

Contract. All costs of saw cutting, removal, loading, hauling and disposal of all excavations, unsuitable and excess materials and removal items are included in the related Removal Pay Item and will not be paid separately.

Subsection 202.02 shall be revised to include the following:

The Project Inspector will mark the limits of removals in the field. Removals within the Tree Protection Zone (TPZ) of public trees to remain shall conform to applicable provisions of Office of the City Forester's Tree Retention and Protection Specifications. The City shall endeavor whenever possible to adjust the new sidewalk's alignment, either vertically or horizontally to accommodate tree roots without removal of the roots. **It shall be the responsibility of the Contractor to notify the Office of the City Forester prior to work commencing when there is potential for tree damage.** It shall be the responsibility of the Contractor to also coordinate with the Construction Project Manager, The Office of the City Forester and the adjacent property owner when the potential for damage (removal or trimming of any root greater than ½") to the tree, its roots or if tree removal is warranted.

Subsection 202.03 is hereby replaced as follows:

All salvageable material shown on the plans shall be removed, without unnecessary damage, in sections or pieces that may be readily transported, and delivered by the Contractor to the location noted on the plans, or as directed by the Project Manager. The Contractor shall be held responsible for the safekeeping of all salvageable materials during the period of the Contract until they are delivered to the City. The Contractor shall make good or replace at the contractor's own expense any such materials damaged, stolen or otherwise lost prior to receipt by the City. All salvageable materials, as designated on the plans, shall remain the property of the City. The bid item "Removal and Reset Flagstone (Includes Salvage and Storage) shall include all costs associated with the means and method required to carefully remove, handle, palletize, and salvage existing flagstone, store the flagstone material, transport as needed, prep subgrade as needed and reset flagstone at locations designated by the Project Inspector/Manager.

Subsection 202.07 is hereby replaced as follows:

All concrete or flagstone sidewalk, sidewalks, structures, curbs, gutters, asphalt concrete or flagstone sidewalk, etc., designated for removal, shall be broken into pieces and disposed of outside the limits of the project at a concrete recycling site if possible, unless otherwise designated on the plans, or as directed by the Project Manager. Old concrete construction which abuts new construction, edges of concrete or flagstone sidewalk, sidewalks, curbs, etc., to be left in place shall be saw-cut at the nearest joint to true line with a vertical face. **Saw cutting will not be paid for separately and will be included in the removal price.**

PAY ITEM	PAY UNIT
Removal of Concrete Sidewalk	SF
Removal of Flagstone Sidewalk	SF

**REVISION OF SECTION 202-05021  
TRIP HAZARD GRINDING**

Subsection 202.08 shall be revised to include the following:

All trip hazards shall be evaluated for correction: Releveling by saw or grind, panel reset or lifting by foam or grout, or replacement; to fulfill the requirements of the Americans with Disabilities Act. The Contractor shall insure that Completed releveling item under this contract shall drain properly and, as such, there are no potential areas of standing water on new concrete items.

A.) When a raised edge is no more than 1.5 inches above the final desired plane of walk, (or grinded as allowed) may be used. Each offset will be tapered at a maximum 1:12 (8.33%) slope and shall have a uniform appearance and texture that matches adjoining roughness or "light broom finish". Method of trip hazard removal shall entail precise saw cutting of the concrete only. Grinding may be allowed when resulting surface has no voids, but pulverization of the concrete is not acceptable or allowed. All saw or grinding work shall be done with hand-held electrical powered equipment, capable of cutting at any angle and able to remove the concrete completely from all edges of the trip hazard and around obstacles that may be encountered. All saw cutting, or grinding shall be taken to an absolute zero point of differential to the adjacent opposing side, and to both edges of the sidewalk to eliminate the trip hazard in its entirety over the full width of the sidewalk. The adjacent stone (panel), along with any wall and/or obstacles abutting up to the sidewalk, shall not be cut into or marked in any way when saw cutting the trip hazard. Cutting into any landscaping, grass, rocks, walls or tree roots, etc. will not be permitted. Should damage occur to adjacent structures/landscaping the contractor shall repair the structure/landscaping at no cost to the project.

B.) Fugitive dust shall be collected using a high-powered dust control system that will prevent fugitive dust from going into the air. The suction device shall be attached to hand-held electrical powered cutting equipment to assure the maximum amount of fugitive dust will be collected before it has a chance to be released into the atmosphere. All debris and concrete dust that remains on the sidewalk shall be completely cleaned from the surface as well as the surrounding area, i.e. landscaping, walls, etc. and be hauled off and disposed of at an approved site.

C.) All costs incurred for disposal of waste material shall be included in the unit cost and will not be paid for separately. Temporary asphalt ramps at trip hazards shall be removed at the time of cutting. No additional payment shall be made for removal of asphalt ramps. The maximum average vertical cut allowed for repair is 1 ½ inches. It is the Contractor's responsibility to adhere to the grades required (maximum of 8.33%, or 1:12 slopes). Inspection and approval of work shall not relieve the Contractor from achieving all requirements set forth in these specifications. The Contractor shall be responsible to repair any work improperly performed. There will be no additional payment for these repairs, if required.

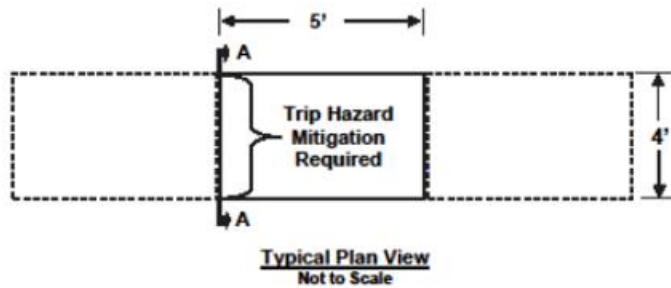
Subsection 202.12 is hereby deleted and replaced as follows:

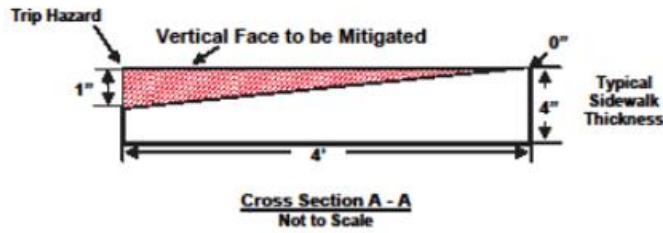
The accepted quantities will be paid for at the contract unit price for each of the pay items listed below that appear in the Contract bid schedule. Payment shall be full compensation for all labor,

equipment, time and materials for each unit bid item complete in place including saw cutting, scraping, sandblasting, removal, hauling and disposal of such items, excavation of subgrade material reconditioning or installation of aggregate base course and subsequent backfill, grading and compaction (with moisture/density control per the Revision of Subsection 203.07) to proposed subgrade elevation. The price shall also include salvageable materials removed, their custody, preservation, storage, hauling and disposal as provided herein.

Clearing and grubbing includes all excavation, removal and hauling to DADS of all existing landscape materials including soil, sodding, plants, shrubs, landscape rock of any size or gradation, brick, stone pavers, stacked block wall, edging material, landscape fabric and fencing is included in the cost of the related work and is included in the cost of the related work and will not be paid separately unless otherwise noted under "PAY ITEMS". Contractors may choose to accept materials for their own use.

Trip Hazard Sawing or Grinding repairs performed shall be measured by INCH-FEET of repair made. This will be calculated by measuring the width of the sidewalk to the nearest 0.5 feet in width and multiplying by the average height in inches of the cut to be performed. The vertical cut to be made will be measured by averaging the height of the offset at the two corners of the sidewalk (or other concrete flatwork) to be cut to the nearest 0.25 inches in height as compared to the finished surface. The vertical cut (in inches) shall be multiplied by the concrete width in feet and the resulting product is INCH-FEET. Field measurements will be submitted in neat tabular form by physical address or intersection of completed work items shall be done jointly by the City Inspector and the Contractor. All invoices shall list work by each specific physical street address. See Trip Hazard Sawing measurement example:





**Pay Quantity Calculation Example:**

$$\text{End Area} = \frac{1'' + 0''}{2} \times 4' = 2 \text{ Inch Feet}$$

Pay quantity is based on "End Area", in units of inch feet, for trip hazard cut.

**REVISION OF SECTION 203  
EXCAVATION AND EMBANKMENT**

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

Subsection 203.04 shall include the following:

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

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

Approved backfill material shall be Aggregate Base Course (Class 6) or other material approved by the Project Manager. A ¼" nominal size free draining chip shall be used as fill over root zones.

Subsection 203.07 shall include the following:

Unless otherwise indicated on the plans, the density requirements for embankment material shall be: clay soils – 95% of the maximum density determined in accordance with AASHTO T-99; granular soils – 90% of the maximum density determined in accordance with AASHTO T-180. Use 95% for street support subgrade including drainage and gutter pans.

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

Proof-rolling over tree roots shall be by human feet, and the ¼" nominal size free draining chip shall be placed in a 2-inch layer and hand tamped.

Where unsuitable material is encountered below proposed subgrade, the Project Manager may require the Contractor to remove the unsuitable materials and backfill to the finished grade with Class 6 aggregate base course, or other approved material. The Project Manager may designate

as unsuitable those soils that are detrimental to the finished roadway. All unsuitable material shall be disposed of as directed. Excavation including unsuitable material, hauling and disposal of unsuitable material and concrete or any debris related to infrastructure removal (except asbestos or radioactive material), installation of aggregate base course, grading and compaction of suitable material or aggregate base course to proposed subgrade elevation will not be paid for separately but shall be included in the work associated with Section 202, Removal of Structures and Obstructions.

Subsection 203.13 is hereby deleted and replaced as follows:

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

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

Payment will be made under:

**PAY ITEMS**

Unclassified Excavation

**PAY UNIT**

CY

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

**END OF REVISION OF SECTION 203**

**REVISION OF SECTION 208**

**EROSION CONTROL**

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

**PART I: DEFINITIONS**

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

Definitions used for this Section hereby incorporate those identified within the City and County of Denver

Construction Activities Stormwater Manual (CASM).

Additional Definitions applicable to this Section are listed heretofore:

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

**Best Management Practices (BMPs):** Schedules of activities, prohibitions of practices, installation of devices, maintenance procedures, and other management practices deployed to stabilize the construction site to prevent or reduce the pollution of State Waters (see definition below). Stormwater

BMPs can be classified as "structural" (i.e., devices installed or constructed on a site) or "non-structural" (procedures, such as modified landscaping practices).

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

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

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

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

**Erosion Control Supervisor (ECS):** The Erosion Control Supervisor is assigned by the Contractor to perform duties as described in this Section. The ECS shall be properly trained in BMPs per requirements of Part V below and shall be under the direction of a Professional Engineer licensed in the State of Colorado when performing any modifications to the Project Stormwater Management Plan (SWMP), as WCPM Standard Concrete Construction Details & Technical Specifications TS-13 July 2016 required by CDPHE.

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

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

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

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

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

**Permit Authority:** The Department authorized by the City to review and process CASDP Applications for Capital and/ or governmental sponsored Projects. The responsible City department serving as the Permit Authority is the Engineering, Regulatory and Analytics Office. As a clarification, the Denver Department of Development Services is the single intake point for all permits

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

**State Construction Stormwater Permit:** Colorado Revised Statutes require that all construction sites/development Projects, which, by definition, disturb one or more acres in area, shall be covered by a State issued general permit for construction activities. Information on the application requirements for the State permit can be obtained by phone at 303-692-3500; or by visiting their offices located at 4300 Cherry Creek Drive South, Denver, CO 80246 – 1530 or on the Web at: <https://www.colorado.gov/pacific/cdphe/news/water-quality-permits>

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

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

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

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



(i) CASDP Narrative Worksheet with Narrative Report. The Narrative Report and supporting documents should fully address the methods to be used to prevent sediment, debris, and other pollutants from entering the MS4 and/ or State Waters in and around the Project area. Proposed structural and non-structural BMPs should be described with sufficient implementation detail to ensure that the logical phases of the proposed construction Project meet the performance standards listed in the CASM.

(ii) Proposed site drawings and Best Management Practice (BMP) installation details as they apply to the site conforming to the Urban Storm Drainage Criteria Manual, Vol. 3, "Best Management Practices", most current version as issued by the Urban Drainage and Flood Control District (UDFCD), or those established by the City's Department of Public Works. If erosion control drawings were included within the bid documents for the Project, they shall be used for bid purposes and initial planning/ deployment of BMPs on the Project. If provided drawings are signed/ sealed by a Professional Engineer, they have been pre-approved by the Permit Authority and may be used without revision for purposes of submitting for CASDP. If provided drawings do not have signature/ seal of Professional Engineer licensed by the State of Colorado, they will require revision by the Contractor with Professional Engineer signature/ seal prior to submission to the City and County of Denver for CASDP.

(iii) Supporting documentation related to proposed BMPs that are not currently identified in UDFCD Vol. 3 or as otherwise published by the City.

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

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

## **PART II: DESCRIPTION**

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

The Contractor shall coordinate the construction of temporary BMPs with the construction of permanent BMPs to assure economical, effective, and continuous erosion and sediment control and water pollution prevention throughout the construction period until Final Stabilization is achieved. When a provision of this Section or an order by the Permit Enforcement Authority requires that an action be immediate or taken immediately, it shall be understood that the Contractor shall at once begin effecting completion of the action and pursue it to completion in a manner acceptable to the Permit Enforcement Authority, and in accordance with applicable Permitting requirements.

### **PART III: MATERIALS**

The materials to be used for BMPs shall conform to each specific detail as set forth within the Project SWMP or as noted on the Contract Drawings.

### **PART IV: EROSION CONTROL PERMIT STATUS**

The current SWMP status for the Project is as follows:

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

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

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

The Contractor shall be held responsible for remediation of any adverse impacts to the MS4, State Waters, waterways, wetlands, and or other public or private properties, resulting from work done as part of this Project.

The Contractor and/or their authorized agents shall insure that all loads of cut and fill material imported to or exported from the Project shall be properly covered to prevent loss of the material during transport on public rights of way.” (Sec.49-552; Revised Municipal Code)

Approved erosion and sediment control ‘Best Management Practices’ shall be maintained and kept in good repair for the duration of the Project. All necessary maintenance and repair shall be completed immediately upon discovery of any deficiency or defect.

The Contractor and/or their authorized agents shall implement the following Best

Management Practices (BMPs) on site during construction. Best Management Practice (BMP) installation details and maintenance shall conform to the Urban Storm Drainage Criteria Manual, Vol. 3, "Best Management Practices", most current version as issued by the Urban Drainage and Flood Control District (UDFCD), or those established by the City's Department of Public Works.

1. **VEHICLE TRACKING CONTROL:** This BMP is required at all access points to a construction site that are used by vehicular traffic or construction equipment.
2. **INLET PROTECTION:** This BMP is required on all existing or proposed storm sewer inlets near the construction site that may receive site runoff. The BMP must be appropriate to the type of storm inlet and appropriate for the ground surface at the inlet.
3. **INTERIM SITE STABILIZATION:** This BMP is required to provide a measure for preventing the discharge of sediment from construction sites where overlot grading or other site disturbance has occurred. This BMP is particularly necessary on sites where construction activities/disturbance will be limited to small areas of the project site. Acceptable BMPs include:
  - a. Preserving existing vegetation
  - b. Seeding and planting
  - c. Mulching
  - d. Mulching and seeding
  - e. Temporary/Permanent re-vegetation operations
  - f. Chemical soil stabilizer application (requires Permit Enforcement Authority approval)
4. **WASTE MANAGEMENT/CONTAINMENT:** This BMP requires that all construction wastes, fuels, lubricants, chemical wastes, trash, sanitary wastes, contaminated soils or debris shall be contained on site, protected from contact with precipitation or surface runoff, periodically removed from the construction site, and properly disposed of.
5. **SPILL PREVENTION /CONTAINMENT:** This BMP defines the measures proposed for preventing, controlling, or containing spills of fuel, lubricants, or other pollutants; and protecting potential pollutants from contact with precipitation or runoff.
6. **CHUTE WASHOUT CONTAINMENT:** Water used in the cleaning of ready mixed concrete truck delivery chutes shall be discharged into a predefined, bermed containment area on the job site. The required containment area is to be bermed so that wash water is totally contained. Wash water discharged into the containment area shall be allowed to infiltrate or evaporate. Dried concrete waste shall be removed from the containment area and properly disposed of. The direct or indirect discharge of water containing waste concrete to the storm sewer system is prohibited (Sec.56-102a, c; Revised Municipal Code, City and County of Denver).

7. **STREET SWEEPING:** This BMP requires that paved surfaces which are adjacent to construction sites be swept in a timely manner when sediment and other materials are tracked or discharged on to them. Either sweeping by hand or use of street sweepers is acceptable. Street sweepers using water while sweeping is preferred in order to minimize dust. Flushing off paved surfaces with water is prohibited.
8. **PERIMETER CONTROL:** This BMP requires that a construction site install a perimeter control measure along the edge of the construction site, to prevent, or filter the discharge of surface runoff from the construction site. The type of perimeter control used shall be determined based on-site conditions and location. Maintenance and repair of the control measure shall occur as needed, in a timely manner.
9. **STOCK PILES:** Soils that will be stockpiled for more than thirty (30) days shall be protected from wind and water erosion within fourteen (14) days of stockpile construction. Stabilization of stockpiles located within 100 feet of an MS4 or State Waters, or with slopes 3 to 1 or greater shall be completed within seven (7) days following stockpile construction. Stabilization and protection of the stockpile may be accomplished by any of the following: Mulching, Temporary/Permanent Revegetation Operations, Chemical Soil Stabilizer Application (requires Permit Enforcement Authority approval), or erosion control matting/Geotextiles. If stockpiles are located WCPM Standard Concrete Construction Details & Technical Specifications TS-18 July 2016 within 100 feet of top of bank of an MS4 or State Waters, a drainage-way or the site perimeter, additional sediment controls shall be required.
10. **SAW CUTTING OPERATIONS:** The Contractor shall protect all storm sewer facilities adjacent to any location where concrete or flagstone sidewalk cutting operations involving wheel cutting, saw cutting, or abrasive water jet cutting are to occur. The Contractor shall remove and properly dispose of all waste products generated by said cutting operations daily or as needed throughout the work day. The discharge of any water contaminated by waste products from cutting operations to the storm sewer system is prohibited. (Sec.56-102a, c; Revised Municipal Code, City and County of Denver)."

## **PART V: CONSTRUCTION REQUIREMENTS**

### **A) SCHEDULES:**

At least 10 working days prior to the beginning of any construction work, the Contractor shall submit for approval a schedule for accomplishment of temporary and permanent BMPs shown in the SWMP. This schedule shall specifically indicate the sequence of clearing and grubbing, earthwork operations, and construction of temporary and permanent BMPs. The schedule shall include BMPs for all areas within the Project boundaries, including but not limited to, haul roads, borrow pits, and storage and other staging sites. Work shall not be started until the BMP schedule has been approved in writing by the Project Manager, and on-site pre-construction inspection is performed and approved by CCD's NPDES inspector. Once the work has started, and during the active construction period, the Contractor shall update the schedule for all BMPs on a regular basis, and as required to keep the SWMP

in compliance.

B) CONSTRUCTION IMPLEMENTATION: The Contractor shall incorporate into the Project all BMPs that are appropriate for the current phase of work, as outlined in the accepted schedule.

C) UNFORSEEN CONDITIONS: The Contractor shall direct the ECS (under the supervision of a Professional Engineer licensed in the State of Colorado) to design and implement BMPs for correcting conditions unforeseen during design of the Project, or as possible for emergency situations, which arise during construction. The Project's SWMP, UDFCD Vol 3 standards and details, and CDOT's "Erosion Control and Storm-Water Quality Guide," and any approved modification to these documents as proposed by the Contractor, shall be used as reference documents for designing appropriate BMPs. Measures and methods proposed by the Contractor to deal with unforeseen conditions shall be reviewed and approved in writing by the Permit Enforcement Authority and the Project Manager prior to implementation and construction. In an emergency, the Contractor shall use best judgment for immediately responding to the emergency as it arises, and shall notify the Permit Enforcement Authority and ECS of the emergency and BMPs employed in response as soon as practical after installation.

D) PERMITS:

The Contractor shall obtain all required permits for the Project including those required by federal, state, and local agencies. The Contractor shall obtain (or transfer from the City when specified) required erosion control and water quality permits and shall be responsible for compliance with all requirements under any such permits.

E) EROSION CONTROL SUPERVISOR:

Contractor shall assign to the Project an employee or subcontractor to serve as Erosion Control Supervisor (ECS). The ECS shall be a person other than the Contractor's superintendent, foreman, or equivalent supervisory position. The ECS shall be experienced in aspects of BMP construction and have satisfactorily completed a Colorado DOT or equivalent ECS training program authorized by the City. Proof that this requirement has been met shall be submitted to the Project Manager at least ten working days prior to the beginning of any soil disturbance work. A list of authorized ECS training programs is available from the City upon request. Additionally, per definition, the ECS shall be under the direction of a Professional Engineer licensed in the State of Colorado when performing any modifications to the Project Stormwater Management Plan (SWMP).

The ECS shall be responsible for oversight of the implementation, maintenance, and revision of the SWMP for the duration of the Project. CCD requires the ECS to fulfill responsibilities as outlined by CDPS such as having financial control and authority to implement BMPs. The ECS's responsibilities shall be as follows:

- 1) Ensure compliance with all water quality permits or certifications in effect during the construction work.
- 2) Supervise the installation, construction, and maintenance of all BMPs specified in the Contract and coordinate the construction of BMPs with all other construction operations.
- 3) Direct the implementation of suitable BMPs as necessary to correct unforeseen conditions or emergency situations. Direct the dismantling of those features when their purpose has been fulfilled due to completion of each Project phase unless the Permit Enforcement Authority agrees that the features be left in place.

- 4) Attend the preconstruction conference, erosion control preconstruction inspection, Project scheduling meetings, weekly construction/ field meetings, substantial completion and final stabilization inspections, and other meetings regarding construction that could impact water quality.
- 5) Evaluate all non-stormwater coming onto the site, such as springs, seeps, and landscape irrigation return flow. If such flow is identified, the ECS shall propose appropriate SWMP modifications to the Contractor to protect off-site water from becoming contaminated with sediment or other pollutants.
- 6) Coordinate with the Contractor to implement necessary actions to reduce anticipated or presently existing water quality or erosion problems resulting from construction activities.
- 7) Coordinate with the Contractor to ensure all labor, material, and equipment deployed to meet SWMP requirements is judged appropriately.
- 8) During construction, update and record the following items in the SWMP as changes occur:
  - (i) Construction boundaries (may require Major SWMP Modification)
  - (ii) Areas of disturbance (may require Major SWMP Modification)
  - (iii) Areas used for storage of construction materials, equipment, soils, or wastes.
  - (iv) Location of any dedicated asphalt or concrete batch plants.
  - (v) Location of construction offices and staging areas.
  - (vi) Location of work access routes during construction.
  - (vii) Location of borrow and waste.
  - (viii) Location of temporary and permanent stabilization

The ECS shall start a new site map before the current one becomes illegible. All site maps shall remain with the SWMP paperwork.

- 9) Amend the SWMP whenever there are: additions, deletions, or changes in locations of BMPs  
SWMP revisions shall be recorded immediately. Items shall be dated and signed at time of occurrence. Specifically, amendments shall include the following:
  - (i) A change in design, construction, operation, or maintenance of the site which would require the implementation of new or revised BMPs; or
  - (ii) Changes when the SWMP proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with construction activity.
  - (iii) Changes when temporary BMPs are no longer necessary from changes in Project phase and are removed. All inspection and maintenance activities or other repairs shall be documented.

All inspection and maintenance activities or other repairs shall be documented. The SWMP and documentation shall be kept on the Project site always.

- 10) Modify the site map with arrows to indicate direction of surface and storm water flowing across the Project site.
- 11) When adding or revising BMPs in the SWMP, amend the narrative to explain what, when, where, why, and how the BMP is being used, and add a detail to the SWMP.
- 12) If using existing topography, vegetation, etc. as a BMP, label it as such in the SWMP site map; amend the Narrative to explain when, why, and how the BMP is being used in the SWMP.

- 13) Record on the SWMP, and implement the approved plan for concrete and asphalt saw cutting, grinding, and milling containment and removal.
- 14) Update the potential pollutants list in the SWMP throughout construction meeting CASDP requirements.
- 15) Spills, leaks, or overflows that result in the discharge of pollutants shall be documented on the inspection form. The ECS shall record the time and date, weather conditions, reasons for spill, and how it was remediated. The ECS shall immediately report to the Contractor and Project Manager the following instances of noncompliance:
  - (i) Noncompliance which may endanger health or environment.
  - (ii) Spills or discharge of hazardous substance or oil which may cause pollution of the City MS4 or State Waters.
  - (iii) Discharge of stormwater which may cause an exceedance of a water quality
- 16) Perform a thorough inspection of the stormwater management system at least every seven (7) days and within 24 hours after any precipitation or snowmelt event with the potential to cause surface erosion. If no land disturbing construction activities are present during a storm event, post-storm event inspections shall be conducted prior to commencing any new land disturbing construction activities, but no later than seventy-two (72) hours following the storm event. The inspection records shall be kept on-site in a written or previously WCPM Standard Concrete Construction Details & Technical Specifications TS-21 July 2016 approved format. Inspections shall be conducted during the progress of the work, during work suspensions, or until Final Stabilization of all disturbed areas is approved by Permit Enforcement Authority and shall include the following services at a minimum:
  - (i) The construction site perimeter, disturbed areas, and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. BMPs identified in the SWMP shall be observed to ensure that they are operating correctly.
  - (ii) The description of potential pollutant sources, and the BMPs identified in the SWMP, shall be revised and modified as appropriate based on the results of the inspection as soon as practicable after such inspection. Modification to the SWMP shall be implemented in a timely manner and in accordance with applicable Permit requirements.
  - (iii) The operator shall keep a record of inspections. Uncontrolled releases of sediment or polluted storm water or measurable quantities of sediment found off the site shall be recorded with a brief explanation as to the measures taken to prevent future releases as well as any measures taken to clean up the sediment that has left the site. Inspection records shall be made available to the City upon request. Note: documentation of uncontrolled releases at site DOES NOT alleviate any State or Federal requirements for reporting of discharges or upset conditions. Care shall be taken to ensure compliance with all regulatory requirements at site.
  - (iv) Seven (7) day inspections are required during construction and always until Final Stabilization has been achieved. Seeding and mulching of disturbed areas does NOT count as final stabilization until 70% pre-disturbed vegetative cover has been achieved. Sites with growth in place sufficient to deter erosion that

have not yet achieved final stabilization may petition the City to grant an alternative inspection schedule while awaiting additional growth for final stabilization. These inspections must be conducted in accordance with the above paragraphs.

**F) APPLYING BMPs TO STABILIZE SITE:**

The duration of the exposure of incomplete construction to the effects of weather shall be as short as practicable. BMPs such as: seeding, surface roughening, mulching, applying tackifier, use of geotextiles and matting, permanent landscaping, or other selected BMPs shall be applied within fourteen (14) calendar days of completion of grading/soil disturbance activities to stabilize the construction site unless disturbed area is within 100 feet of an MS4 or State Waters or has slopes of 3 to 1 or greater in which case BMPs shall be implemented within seven (7) calendar days of completion of grading activities. Disturbed areas where work is temporarily halted shall be temporarily stabilized within seven (7) days after the activity ceased unless work is to be resumed within thirty (30) calendar days after the activity ceased.

Clearing and grubbing operations shall be scheduled and performed to minimize both the area of the Project disturbed at a given time and the amount of time that disturbed areas remain open. BMPs such as temporary seeding are required between successive construction stages when disturbed areas will not be stable or active for thirty (30) calendar days or more. No payment will be made for WCPM Standard Concrete Construction Details & Technical Specifications TS-22 July 2016 additional work required because the Contractor has failed to properly coordinate the BMP schedule, thus causing previously stabilized areas to be disturbed by operations that could have been performed prior to the stabilization. Upon failure of the Contractor to coordinate the permanent BMPs with the grading operations in a manner to effectively control erosion and prevent water pollution, the Permit Enforcement Authority can suspend the Contractor's grading operations and the Project Manager can withhold monies due to the Contractor on current estimates until such time that all aspects of the work are coordinated in an acceptable manner.

**G) WORK OUTSIDE LIMITS OF CONSTRUCTION:** Non-contiguous areas outside the limits of construction that are used by the Contractor that include, but are not limited to, borrow pits, haul routes, storage and disposal areas, field offices, maintenance, batching areas, etc., shall have appropriate BMPs implemented by the Contractor at the Contractor's expense. Should said areas meet applicable CASDP Permit criteria, the Contractor shall obtain a separate CASDP or amend existing CASDP for each area as applicable at no additional expense to the City.

**H) MAINTENANCE:** The Contractor shall continuously maintain erosion and sediment control BMPs daily or as directed by the ECS so that they function properly during and after construction (including work suspensions) until Final Stabilization has been approved by the Permit Enforcement Authority. Maintenance includes, but is not limited to, the following items:

- (i) From the time seeding and mulching work begins until the date the Project has reached Substantial Completion of Erosion Control, the Contractor shall keep all seeded areas stabilized always. Any damage to seeded areas or to mulch materials shall be promptly repaired.



- (ii) All inspection sediment removal, and BMP maintenance activities to comply with all Federal, State & Local erosion control permit requirements until Final Stabilization is reached.
  - (iii) All removal and replacement of existing BMPs due to damage to same suffered either by the contractor, outside agencies, the public, or acts of God.
  - (iv) All required mechanical and/ or manual street sweeping.
  - (v) Discretionary changes required of any regulatory enforcement officer. If the Contractor fails to maintain the BMPs in accordance with the Contract, or as directed, the City may at the expiration of a period of 48 hours, after having given the Contractor written notice, proceed to maintain BMPs as deemed necessary. The cost thereof will be deducted from any compensation due, or which may become due to the Contractor under this Contract.
- I) **MINOR SWMP MODIFICATIONS:** Shall be made in the field by the Contractor and thoroughly documented in the Contractor's SWMP narrative and drawings. Should the Permit Enforcement Authority deem minor field modifications inadequate, the Contractor may be required to a) make specific modifications as requested by the Permit Enforcement Authority or b) Return to the original approved design specifications. Minor SWMP Modifications are allowed, covered under the original CASDP, and required as part of standard maintenance and operation.
- J) **MAJOR SWMP MODIFICATION:** The City reserves the right to require changes in the Work or Project Limits that may require a Major Modification to the SWMP and/ or CASDP due to unforeseen WCPM Standard Concrete Construction Details & Technical Specifications TS-23 July 2016 circumstances. Should this occur, the Contractor will be responsible for the following (as applicable) and applying for CASDP amendment:
- (i) Make required revisions to comply with changing Federal or State rulemaking if it occurs within timeframe of the Project
  - (ii) Make required revisions due to unforeseen or unplanned conditions leading to deficient Drawings/ SWMP (hazardous materials encountered, landfills, expansion of work limits, etc.)
  - (iii) Prepare revised SWMP elements endorsed by a Professional Engineer licensed in the State of Colorado.
- K) **SUBSTANTIAL COMPLETION OF EROSION CONTROL:** When a CASDP is required for the Project, Substantial Completion of the Project as defined by the City and County of Denver General Contract Conditions cannot be reached until Substantial Completion of Erosion Control has been granted. Granting of Substantial Completion of Erosion Control must be requested by the Contractor and be approved by the Permit Enforcement Authority in the form of a "Certificate of Substantial Completion of Erosion Control".
- L) Granting of Final Stabilization must be requested by the Contractor and be

approved by the Permit Enforcement Authority. Other permanent soil stabilization techniques may be proposed, in writing, by the Contractor and used upon approval, in writing, by the Project Manager and Permit Enforcement Authority.

The Contractor shall follow the following procedures for approval of Final Stabilization:

- (i) The Contractor shall file Inactivation Request for Construction Activities Stormwater Discharge Permit (available within CASDP guidance documents) with the Permit Enforcement Authority.
- (ii) The Contractor shall coordinate with the Permit Enforcement Authority to hold a Final Inactivation Inspection.
- (iii) If passing, the Permit Enforcement Authority transmits a letter of approval for Final Stabilization.
- (iv) If not passing, the Permit Enforcement Authority transmits a letter of denial for Final Stabilization with associated inspection report to Contractor.
- (v) Stabilization, inspection and maintenance requirements shall continue until confirmation of having met final closure requirements have been granted in writing by the Permit Enforcement Authority. When Final Stabilization has been reached, the Permit Enforcement Authority shall issue a "Certificate of Final Stabilization".
- (vi) Once the Inactivation request is approved by the City and County of Denver, the contractor can apply to close the State Stormwater Permit.

M) FINAL ACCEPTANCE:

CASDP obligations (including reaching Final Stabilization) may hinder the ability to reach Final Acceptance for the overall Project as defined in the City General Contract Conditions.

**PART VI: CONSTRUCTION OF BMPs**

BMPs shall be constructed so that they conform to all requirements as set forth within the Project SWMP. They shall meet all requirements set forth within each BMP detail and shall be installed and maintained so that they function in an effective and operable manner.

**PART VI: METHOD OF MEASUREMENT**

Because a SWMP and CASDP are not necessary for the Project, all cost for performance of the Best Management Practices, except for inlet protection, shall not be paid for separately but shall be included in the work. Inlet protection shall be paid on a per unit basis. Removal of sediment & trash that is or is not generated by construction activities will not be measured separately but shall be included in the work.

Any excavation required for the removal of sediment from traps, basins, areas adjacent to silt fences and erosion bales, and any other cleanout excavation of accumulated sediment, and removal of check dams or storm drain inlet protection will not be measured separately but shall be included in the work.

**PART VII: BASIS OF PAYMENT**

Revision to Technical Specifications

Because a SWMP and CASDP are not necessary for the Project, all cost for performance of the Work to furnish, install, maintain, replace (if not due to contractor negligence), remove, and dispose of BMPs specified in the Contract shall not be paid for separately, but shall be included in the work. Only Storm Drainage Inlet Protection will be measured and each Bid Item unit includes all materials, equipment and labor necessary to protect each inlet regardless of the size, type or timeframe as per the current City of Denver Stormwater Management Plans / (SWMP) requirements. The cost for any corrective actions required by the State or City due to contractor's failure to obtain or comply with applicable Permits will be borne by the Contractor, including fines and penalties. In the case of failures on the part of the Contractor in controlling erosion, sedimentation, and/or water pollution, the City may provide the necessary corrective actions. All corrective action costs, including Project Managing costs, will be charged to the Contractor, and appropriate deduction will be made from the Contractor's monthly pay estimate. The sole remedy for additional costs associated with installation of BMPs as required by regulatory agencies to ensure compliance with local and State requirements shall be included in the cost of the adjacent concrete repair work as provided in the Bid Schedule of this Contract. The Contractor however may submit a separate itemized Change Order for any required Major SWMP Modification proposed by the City during the Project. All other work required as set forth in this Revised Section 208–Erosion Control including all materials, equipment and labor, to permit, set-up, maintain, document, remove and clean-up all erosion control BMP's as per current City of Denver Stormwater Management Plans/(SWMP) requirements will not be paid separately; all costs incurred by the Contractor to meet the requirements of this Section regarding Erosion Control unless provided for in the Bid shall be included in the related appurtenance.

All work required as set forth in this Revised Section 208 –Erosion Control including all materials, equipment and labor, to permit, set-up, maintain, document, remove and clean-up all erosion control BMP's as per current City of Denver Stormwater Management Plans /(SWMP) requirements will not be paid separately; all costs incurred by the Contractor to meet the requirements of this Section regarding Erosion Control unless provided for in the Bid shall be included in the related appurtenance. When the contract does not include pay items for Erosion Control, these items will not be paid for separately but shall be included in the work.

Payment for each BMP item will be full compensation for all work, materials and equipment required to furnish, install, maintain, remove, and dispose of it. BMPs as deployed per the SWMP requiring replacement due to Contractor negligence and or carelessness shall be provided at the Contactor's expense.

Temporary BMPs required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or for the Contractor's convenience, shall be performed at the Contractor's expense.

If the Contractor fails to complete construction within the approved contract time, payment will not be made for Section 208 pay items for the period after expiration of the approved contract time. These items shall be provided at the Contractor's expense.

The cost for any corrective actions required by the State or City due to contractor's failure to obtain or comply with applicable Permits will be borne by the Contractor, including fines and penalties. In the case

of failures on the part of the Contractor in controlling erosion, sedimentation, and/or water pollution, the City may provide the necessary corrective actions. All corrective action costs, including Project engineering costs, will be charged to the Contractor, and appropriate deduction will be made from the Contractor's monthly pay estimate.

The sole remedy for additional costs associated with installation of BMPs as required by regulatory agencies to ensure compliance with local and State requirements shall be per unit BMP as provided in the Bid Schedule of this Contract. The Contractor however may submit a separate itemized Change Order for any required Major SWMP Modification proposed by the City during the Project.

**MISCELLANEOUS CITY AND COUNTY OF DENVER EROSION CONTROL NOTES:  
(Normally in a plan set)**

The Owner, Site Developer, Contractor and/or their authorized agents shall ensure that all potential pollutants generated during demolition or construction work associated with this Project, be prevented from discharge to streams, wetlands or any water body in the vicinity of this Project Site in accordance with the following:

1. The Owner, Site Developer, Contractor and/or their authorized agents shall prevent sediment, debris and all other pollutants from entering the waterway during all demolition, excavation, trenching, boring, grading, or other construction operations that are part of this Project. The Owner, Site Developer, Contractor and/or their authorized agents shall be held responsible for remediation of any adverse impacts to the Municipal Separate Storm Sewer System, receiving waters, waterways, wetlands, and or other public or private properties, resulting from work done as part of this Project.
2. The Owner, Site Developer, Contractor and/or their authorized agents shall remove all sediment, mud, construction debris, or other potential pollutants that may have been discharged to or, accumulate in the flow lines of storm drainage appurtenances, and public rights of ways of the City and County of Denver, as a result of construction activities associated with this Project. All removals shall be conducted in a timely manner.
3. The Owner, Site Developer, Contractor and/or their authorized agents shall insure that all loads of cut and fill material imported to or exported from this site shall be properly covered to prevent loss of the material during transport on public rights of way. (Sec.49-552; Revised Municipal Code)
4. The use of rebar to anchor best management practices, other than portable toilets, is prohibited.
5. The Owner, Site Developer, Contractor and/or their authorized agents shall implement the following Best Management Practices (BMPs) on site during construction:
  - I. VEHICLE TRACKING CONTROL: This BMP is required at all access points for ingress/egress from off-site impervious surfaces to construction site pervious areas that are used by vehicular traffic or construction equipment.
  - II. INLET PROTECTION: This BMP is required on all existing or proposed storm sewer inlets in the vicinity of the construction site that may receive site runoff. The BMP must be appropriate to the type of storm inlet and appropriate for the ground surface at the inlet.
  - III. INTERIM SITE STABILIZATION: This BMP is required to provide a measure for preventing the discharge of sediment from construction sites where overlot grading or other site disturbance has occurred. This BMP is particularly necessary on sites where construction activities/disturbance will be limited to small areas of the Project site. Acceptable BMPs include: a) Preserving existing

vegetation b) Seeding and planting c) Mulching d) Mulching and seeding e) Temporary/Permanent re-vegetation operations f) Chemical soil stabilizer application (requires WMD approval)

IV. WASTE MANAGEMENT/CONTAINMENT: This BMP requires that all construction wastes, fuels, lubricants, chemical wastes, trash, sanitary wastes, contaminated soils or debris shall be contained on site, protected from contact with precipitation or surface runoff, periodically removed from the construction site, and properly disposed of.

V. SPILL PREVENTION /CONTAINMENT: This BMP defines the measures proposed for preventing, controlling, or containing spills of fuel, lubricants, or other pollutants; and protecting potential pollutants from contact with precipitation or runoff.

VI. CHUTE WASHOUT CONTAINMENT: Water used in the cleaning of cement truck delivery chutes shall be discharged into a predefined, bermed containment area on the job site. The required containment area is to be bermed so that wash water is totally contained. Wash water discharged into the containment area shall be allowed to infiltrate or evaporate. Dried cement waste is removed from the containment area and properly disposed of. a) The direct or indirect discharge of water containing waste cement to the storm sewer system is prohibited (Sec.56-102a, c; Revised Municipal Code, City and County of Denver).

VII. SWEEPING: This BMP requires that impervious surfaces which are adjacent to or contained within construction sites be swept on a daily basis or as needed during the day when sediment and other materials are tracked or discharged on to them. Either sweeping by hand or use of Street Sweepers is acceptable. Street sweepers using water while sweeping is preferred in order to minimize dust. Flushing off paved surfaces with water is prohibited.

VIII. PERIMETER CONTROL: This BMP requires that a construction site install a perimeter control measure along the edge of the construction Site, to prevent, or filter the discharge of surface runoff from the construction site. The type of perimeter control used shall be determined based on site conditions and location. Maintenance and repair of the control measure shall occur as needed, in a timely manner.

IX. STOCK PILES: Soils that will be stockpiled for more than thirty (30) days shall be protected from wind and water erosion within fourteen (14) days of stockpile construction. Stabilization of stockpiles located within 100 feet of receiving waters, or with slopes 3 to 1 or greater shall be completed within seven (7) days following stockpile construction. Stabilization and protection of the stockpile may be accomplished by any of the following: Mulching, Temporary/Permanent Revegetation Operations, Chemical Soil Stabilizer Application (requires Denver Public Works approval), or erosion control matting/Geotextiles. If stockpiles are located within 100 feet of receiving waters, a drainageway or the site perimeter, additional sediment controls shall be required.

X. SAW CUTTING OPERATIONS: The Contractor shall protect all storm sewer facilities adjacent to any location where pavement cutting operations involving wheel cutting, saw cutting, or abrasive water jet cutting are to take place. The Contractor shall remove and properly dispose of all waste products generated by said cutting operations on a daily basis or as needed throughout the work day. The discharge of any water contaminated by waste products from cutting operations to the storm sewer system is prohibited. (Sec.56-102a, c; Revised Municipal Code, City and County of Denver)

XI. STRUCTURAL CONTROLS: Development sites that are required to provide detention and water quality enhancement facilities for storm runoff need to install the detention facilities early in the construction build-out of the site. Projects that are using underground detention are required to install a pretreatment structure(s) or sedimentation basin(s) as a means of treating potentially polluted storm water prior to entering the detention structure. Use of these structures is required for entrapping sediment and construction debris during the active construction phase of the

project. A narrative section of a Management Plan should address operation and maintenance of the structural controls being used as an active construction BMP.

6. Erosion and sediment control 'Best Management Practices' shall be maintained and kept in effective operating condition for the duration of this Project. All necessary maintenance and repair shall be completed immediately upon discovery of any deficiency or defect.

**When the contract does not include pay items for Erosion Control these items will not be paid for separately but shall be included in the work.**

**END OF REVISION OF SECTION 208**

**REVISION OF SECTION 209 WATERING AND DUST PALLIATIVES**

Section 209 of the Standard Specifications is hereby revised as follows:

Subsections 209.07 and 209.08 shall be revised as follows:

**Watering and Dust Palliatives will not be measured and paid for separately but shall be included in the cost of the work.**

**END OF REVISION OF SECTION 209**

**REVISION OF SECTION 212  
SEEDING, FERTILIZER AND SODDING**

Section 212 of the Standard Specifications is hereby revised as follows:

All landscape restoration will be completed and accepted prior to consideration of the reduction of retainage. Normally landscape restoration will start as soon as possible after concrete construction has been completed but landscape restoration shall be completed within 7 calendar days after the date the adjacent concrete was poured. Minor exceptions may be requested by the Contractor in writing for consideration by the Project Manager during cold weather months when landscape work is not practical.

Subsection 212.01 shall include the following:

This work shall include restoring all existing landscaping that is within twelve inches (12") of the concrete repair reconstruction areas that are damaged because of the reconstruction activity. The bid item "Restore Landscaping, In Kind" item shall apply to all landscaping within the limits of construction unless agreed upon in writing by the Project Manager in advance of the related concrete repair work. Materials used to restore landscaping shall be replaced "in-kind" unless otherwise approved by the Project Manager. All landscaped area to be restored shall be backfilled and compacted with native soil so that they may have a minimum of 4" and a maximum of 6" of amended topsoil or planters mix placed in lieu of existing backfill material in the top 4" cross sectional vertical area below finish grade that is hand tamped and topped off to avoid

settlement. Amended topsoil or planter’s mix shall be 70% top soil with 30% compost and the source must be submitted and approved by the Project Manager prior to use. Seeding areas larger

than twelve inches must include hydraulic mulching with all costs to be included in the square foot price of “Restore Landscaping, In-Kind”. Only at the direction of the Project Manager will seeding be accepted in lieu of sodding. Amended Top Soil and Planter’s Mix samples and mix design and supplier must be submitted for approval prior to use.

“Restore Landscaping, In Kind” shall include restoring all landscaping that is disturbed within the limits of construction. This includes all landscape plants, trees, shrubs, or other materials including concrete, asphalt, pavers or blocks (concrete or brick), landscape rock, sodding, flowers, shrubs and landscape timbers or statuaries. The Contractor shall be required to maintain the landscaping planting in accordance with Section 214.

Subsection 212.01 shall include the following:

Work performed in areas under the jurisdiction of Denver Parks and Recreation Department shall conform to the standards of that Department. All costs related to acquiring the Denver Parks ROW permit are included in the Restore Landscaping, In-Kind Pay Item and will not be paid separately.

Subsection 212.07 is hereby revised to include the following:

Only the work restoring existing landscaping that is within twelve inches (12”) of the concrete repair reconstruction areas that are damaged because of the reconstruction activity will be measured for payment. Any areas beyond twelve inches (12”) that are damaged by the Contractor will not be measured for payment and will be repaired by the Contractor at no expense to the City. Copies of Top Soil load tickets including a summary sheet shall be submitted for review and acceptance in advance of each pay application. All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

<b>PAY ITEMS</b>	<b>PAY UNIT</b>
Sodding	SF
Restore Landscaping, in-kind	SF

**When the contract does not include pay items for landscape repair, top soil, fertilizer, seeding or sodding, these items will not be paid for separately but shall be included in the work.**

**END OF REVISION OF SECTION 212**

**REVISION OF SECTION 304  
AGGREGATE BASE COURSE**

Section 304 of the Standard Specifications is hereby revised as follows:

Subsection 304.01 is revised as follows:

Revision to Technical Specifications

This work includes any type of removal or excavation of in-fill material, loading, removal, hauling and disposal of unsuitable materials and consists of furnishing and placing aggregate base course, only if required or at the direction of the Project Inspector or Project Manager on prepared sub-grade. The Contractor shall work to minimize the removal of suitable undisturbed existing subgrade when performing the removal of existing concrete or asphalt infrastructure or grading existing soil.

Subsection 304.02 is revised as follows:

The use of Aggregate Road Base made from recycled concrete is prohibited between the flowline and property line and in any work areas adjacent to landscaped areas.

Subsection 304.06 is revised as follows:

All material within the street section shall be compacted to 100% of maximum density as determined in accordance with AASHTO T-99, or 95% of T-180 with moisture content at +/- 2% from optimum moisture content; all areas outside the street section shall be compacted to 90% of the maximum density determined in accordance with AASHTO T-180, or 95% of T-99 with moisture content at +/- 2% from optimum moisture content. It is the Contractor's responsibility to provide Quality Control for material density and strength testing and provide test results in a testing frequency, method and report as per Pre-construction submittal approved by the City Project Manager. Quality Control testing, reports and submittals will not be paid for separately but shall be included in the work.

The ¾" nominal size chips placed over tree root shall be carefully placed and hand tamped to prevent any physical damage to any root.

Subsection 304.07 is hereby revised as follows:

Aggregate Base Course will be measured by the ton. All quantities to be submitted for payment must include copies of the load tickets, delivered to the project location, accompanied by a summary including the load ticket number supplier, date and weight in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and must be submitted for review and acceptance in advance of each pay application.

Subsection 304.08 is hereby revised as follows:

Payment for the accepted quantities of Aggregate Base Course measured per ton shall be full compensation for all labor, equipment, time and materials for each unit bid item complete in place including excavation, removal, hauling and disposal of removal items, excavation of subgrade material, installation of aggregate base course and subsequent backfill, grading and compaction (with moisture/density control per the Revision of Subsection 203.07) to proposed subgrade elevation.

**PAY ITEM**

Aggregate Base Course (Class 6) (Complete in-Place)  
Aggregate Base Course (1/4" Chip) (Complete in-Place)

**PAY UNIT**

TN  
TN



**When the contract does not include pay items for Aggregate Base Course, these items will not be paid for separately but shall be included in the work.**

**END OF REVISION OF SECTION 304**

**REVISION OF SECTION 401 AND 403**

**PLANT MIX PAVEMENTS**

Sections 401 and 403 of the Standard Specifications for Road and Bridge Construction are hereby deleted and replaced with the Comprehensive Specifications for the Metropolitan Government Pavement Project Managers Council (MGPEC), included herein. Section 20 of the MGPEC Specifications is hereby deleted and replaced as follows:

HMAP patching or overlay shall be paid by the ton by batch ticket. Tack Coat will not be measured and paid for separately but shall be included in the cost of the work.

All Asphalt Mix Designs are a required submittal and must be approved prior to use in the City and County of Denver. It is the Contractor’s responsibility to provide Quality Control testing for material density and strength testing and provide test results in a testing frequency, method and report as per Pre-construction submittal Quality Control Plan (QCP) that must be approved by the City Project Manager prior to starting work. Quality Control material testing, reports and submittals will not be paid for separately but shall be included in the work.

The Quality Control Plan (QCP) is a required submittal that is Contract Specific and states how the process controls of materials, material testing, equipment, personnel and operations shall be maintained. As a minimum the QCP shall include the following:

1. Project Contract Control Number and Name. Date of the NTP and subsequent close out date with respect to allotted calendar days.
2. The company name, personnel names and duties, telephone number(s), of all quality control personnel to be utilized from a certified lab including current copies of their certification letter.
3. Sub-grade compaction and concrete tests will be once weekly or additionally as needed for Quality Control in critical conditions. Additional concrete tests are required for each instance High Early Strength Concrete is used.
4. Written test reports including all pertinent information in a form acceptable to the Project Manager. Test reports must be submitted in a timely fashion, as a minimum test reports must be submitted within 30 days of the test and acceptance of the related materials or product is contingent upon receipt of acceptable reports.

**METHOD OF MEASUREMENT**

Section 401.22 and 403.04 of the Standard Specifications is hereby revised as follows:

All work performed will be measured by the ton based on copies of the approved supplier’s asphalt load tickets provided with a summary table with each Application for Payment.

**PAY ITEM**

HBP Patch/Overlay

**PAY UNIT**

TON

When the contract does not include pay items for Plant Mix Pavements, these items will not be paid for separately but shall be included in the work.

**END OF REVISION OF SECTION 401 / 403****SECTION 413  
CONCRETE PATCHING****DESCRIPTION**

413.1 This work consists of patching and sidewalk repairs on existing concrete sidewalks. Slabs with Badly spalled or voided surfaces, or those with many small or large cracks should be replaced and not repaired with patching.

The Contractor shall insure that Completed patching items under this contract shall drain properly and, as such, there are no potential areas of standing water on new or repaired surfaces.

**MATERIALS**

413.2 Concrete patching material must be a one component (additive plus cementitious mix, with possible added aggregate for deep fills) system that requires an exact addition of water. They must meet the following performance requirements at maximum water.

A. Bond Strength: ASTM C-882	1 Day	1500 psi.
	7 Day	2500 psi.
B. Length Change: ASTM C-157	28 Days Dry	-0.05%
	28 Days Wet	+0.05%
C. Compressive Strength: ASTM C-109	2 Hours	2500 psi.
	1 Day	5000 psi.
	7 Days	7000 psi.

D. Scaling Resistance (freeze/thaw w/ salt) ASTM C 672    28 days    3 pounds per square foot maximum at 50 cycles

Aggregate extender shall normally consist of 3/8" clean, washed and dried gravel or crushed stone of reasonably uniform quality throughout. Follow manufacture's stated mixing and placement procedures.

A few examples for various applications are listed below:

Fushion-Crete® (added to a needed cementitious mixed) , Castek/Transpo T-17 MMA Polymer Concrete Patching Material, Five Star®

Highway Patch, -, Aquafin Catch Pavemend®, Dayton Superior Corp HD-50 Horizontal Repair Mortar are all approved concrete patching material. Follow manufacture's stated mixing and placement procedures.

Concrete patching material brand and technical specifications shall be submitted for approval.

**CONSTRUCTION REQUIREMENTS**

413.3 Preparation of Concrete Surface:

Remove all grease, oil, dirt, curing compounds, laitance and other deleterious materials from

the concrete. Roughen the surfaces by sand blasting and provide a near vertical face on the edges of existing concrete to ensure bond. Loose or broken concrete shall be removed. If any existing rebar reinforcing is exposed, it shall be sandblasted. All surfaces shall be thoroughly saturated, and free standing excess water shall be removed with clean compressed air before applying the structural repair material. Minimum depth of patching is 1/2 inches.

#### 413.4 Placing Concrete Patch Material:

Carefully read and understand the manufacturer's instructions as printed on the container. The mixing operation should be close to the repair area. A mortar mixer is recommended. For small quantities, an electric drill and paddle mixer is recommended. The mixing order for mortar type mixer shall be as follows:

1. Clean water shall be placed in the mixer at the rate specified on the container instructions. Water content is critical; do not deviate from the amount specified.
2. When temperatures exceed 90°F, a prepackaged set retarder shall be used as recommended by the manufacturer. Add retarder to mixing water, maximizing dispersion in the mix.
3. For pours with greatest depth exceeding 3" or per patch material instructions, 3/8-inch clean washed pea gravel shall be added to the mix at a rate not to exceed 25 lbs. per 50 lb. pail.
4. Add the repair material. This sequence is important to produce a consistent mix and to reduce mixing time. Allow approximately 3 minutes mixing time.
5. When pouring large volumes of material, special consideration should be given to maintaining a continuous flow of material producing a wet leading edge. More than one mixer may be necessary to deliver enough material to insure no cold joints.

Place the mixed material into the prepared area, starting from one side of the repair and working to the other side. Do not place the repair material in lifts. Work the material firmly into the bottom and sides of the repair. Screed the material to the desired level. Close edges of the repair with a trowel. Finish the material to the desired texture. Do not re-temper the material. Clean the mixer and tools periodically with water to prevent build-up, especially in hot temperatures. As soon as the material sets, all exposed surfaces must be thoroughly saturated for 30 minutes.

### **METHOD OF MEASUREMENT**

413.6 All type of Concrete Patching (Structural) shall include removal and hauling of the material to be removed and includes surface preparation, sawing jagged edges as necessary, removal of loose material and cleaning of the existing concrete surface as per material supplier's recommendations according to the material product data sheets included in the submittal for any and all materials used for Concrete Patching (Structural). Concrete surface patch shall be measured by the average of depth measured in inches patching multiplied by the square foot or as required by the Project Manager. All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized utilizing the Field Measurement Report (FMR), see

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

**BASIS OF PAYMENT**

413.7 The accepted quantities will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule.

Payment will be made under:

<b>PAY ITEM</b>	<b>PAY UNIT</b>
<p>Concrete Patching (Structural surface or full depth repair)</p> <p>Payment shall be full compensation for labor and materials including, but not limited to, reconditioning, grading, backfill including topsoil and soil amendments, compaction, quality control material testing, curing compound, control and expansion joint and sealant as required to complete these Pay Items.</p> <p>When the contract does not include pay items for FIBERMESH® or APPROVED EQUIVALENT reinforcement additive, cure-sealer, curing compound, saw cut for construction, control or expansion joints and sealant will not be paid for separately but shall be included in the related concrete work.</p> <p>Saw-cut Expansion Joint only includes those areas where existing pavement must be cut for the sole purpose of installing an expansion joint. Payment shall be full compensation for "soft cutting" and tooling necessitated by City and County of Denver Noise Control Ordinance (D.R.M.C. Chapter 36), saw cutting hardened concrete, cleaning out the saw cut, expansion material and sealant. All work necessary and incidental to the concrete patching and curb head replacement will not be measured and paid for separately but shall be included in the work.</p>	<p>SF-IN</p>

**END OF SECTION 413**

**SECTION 414  
SLAB JACKING**

(a) Construction Requirements.

**Preparation.** A preliminary profile shall be performed to determine where and how much concrete or flagstone sidewalk needs to be raised. The profile shall be taken in the area to be raised. The interval between each point on the profile shall not exceed 2 feet. The plot of the preliminary profile shall be provided to the Engineer prior to raising any concrete or flagstone sidewalk.

**Drilling.** A series of 5/8-inch holes shall be drilled at a maximum of 2 holes per 5' x 5' slab or as determined by the contractor. The exact location and spacing of the holes shall be determined by the Contractor. The drilled holes shall not crack the concrete or flagstone sidewalk.

**MATERIAL shall be 2-part**, closed cell, water insensitive High-Density (free rise density of approx. 3.6 pounds per cubic foot for lifting, 3.0 for void filling) system. Other specifics in ITEM 15 =

Minimum Compressive strength (ASTM 1621) of 50 psi,

Minimum Tensile strength (ASTM 1623) of 50 psi

To be environmentally safe in cured condition

**Injecting.** The high-density polyurethane formulation shall then be injected through injection tubes inserted into the drilled holes to the proper depth or depths as required to improve the weak soils or raise the concrete or flagstone sidewalk to the required elevation. The Contractor shall construct cofferdams or other temporary structures to ensure that excessive material does not escape. The amount of rise shall be controlled by regulating the rate of injection of the high-density polyurethane material. When the nozzle is removed from the hole, all excessive polyurethane material shall be removed from the area and the hole sealed with a non-expansive cementitious grout, as approved by the Engineer.

**Final Profile.** Final elevations shall be within 1/8 inch of the elevations proposed by profile. A tight string line may be used to monitor and verify elevations for areas with length less than 50 feet. For longer sections, a laser level shall be used to monitor and verify elevations.

All concrete or flagstone sidewalk blowouts, excessive concrete or flagstone sidewalk lifting which may result from the process and new cracks that form within 45 days of placement shall be repaired or replaced at the Contractor’s expense.

Subsection 601.19 shall include the following:

Sidewalk Jacking will be measured by the pounds of injected polyurethane material. Injection tubes will be measured by the linear feet of installed tubing.

Subsection 601.20 shall include the following:

<b>Pay Item</b>	<b>Pay Unit</b>
Slab Jacking	LB

**Payment will be full compensation for all work and materials necessary to bring the slabs to grade. All tubing, sampling, testing, and non-expansive cementitious grout will not be measured and paid for separately, but shall be included in the work.**

**REVISION OF SECTION 608  
SIDEWALKS AND BIKEWAYS**

Section 608 of the Standard Specifications is hereby revised as follows:

Revision to Technical Specifications

As a condition acceptance and of payment the Contractor must certify and shall be responsible to ensure that All Concrete Sidewalk and all Concrete Curb ramps shall be constructed by and additionally meet the requirements of the City of Denver Public Works Transportation Standards and Details for the Engineering Division. It shall be the Contractor's responsibility to assess the existing conditions and notify the Project Manager in advance of the work of any existing field conditions, obstacles or conflicts that might inhibit any section of sidewalk or curb ramp from meeting the design criteria outlined in the City of Denver Public Works Transportation Standards and Details for the Engineering Division.

Subsection 608.02 shall be deleted in its entirety and replaced with the following:

Materials shall meet the requirements specified in subsection 705.01 Joint Fillers. Concrete for sidewalks, curb ramps and bikeways shall be Class "P", as specified in subsections 601.02 and 601.03, except that No. 67 coarse aggregate shall be used. The use of calcium chloride, is prohibited. It is the Contractor's responsibility to provide Quality Control for material density and strength testing and provide test results in a testing frequency, method and report as per Pre-construction submittal Quality Control Plan (QCP) that must be approved by the City Project Manager prior to starting work. Quality Control material testing, reports and submittals and unless provided for separately in this Contract will not be paid for separately but shall be included in the work.

**Flagstone.** (Also known as Sandstone) Flagstone may be used for limited in kind replacement material when approved by the PW project manager. Per Public Works standards, no horizontal or vertical gaps or joints larger than 0.25" are allowed and should be filled with sand to the bottom surface of flagstone. Stones should be sidewalk width (i.e. 5') and a minimum of 2.5' long and no less than 2.5 inches thick. Driving surfaces must be a minimum of 5 inches thick. Use of two layers to achieve this thickness will be allowed. Sandstone must be set in a minimum 2 inches sand base underlain by a rot resistant geotextile fabric.

### **QUALITY CONTROL PLAN**

The Quality Control Plan (QCP) is a required submittal that is Contract Specific and states how the process controls of materials, material testing, equipment, personnel and operations shall be maintained. As a minimum the QCP shall include the following:

1. Project Contract Control Number and Name. Date of the NTP and subsequent close out date with respect to allotted calendar days.
2. The company name, personnel names and duties, telephone number(s), of all quality control personnel to be utilized from a certified lab including current copies of their certification letter.

3. Sub-grade compaction and concrete tests will be once weekly or additionally as needed for Quality Control in critical conditions. Additional concrete tests are required for each instance High Early Strength Concrete is used.
4. Written test reports including all pertinent information in a form acceptable to the Project Manager. Test reports must be submitted in a timely fashion, as a minimum test reports must be submitted within 30 days of the test and acceptance of the related materials or product is contingent upon receipt of acceptable reports.

Subsection 608.03(a) shall be revised as follows:

Delete the third sentence and add:

Where excavation or fill to the finished grade elevation results in subgrade of unsuitable soil, the Project Manager or Project Inspector may designate the unsuitable material to be removed and replaced with approved material. Removal or reconditioning of unsuitable material, excavation and backfill with Class 6 Aggregate Base Course, in accordance with Revision of Section 203.05(c), or other material approved by the Project Manager shall not be paid separately but is included in the cost of the related concrete bid item. Excavation to proposed subgrade elevation will not be paid for separately but shall be included in the work associated with Section 201, Clearing and Grubbing or Section 202, Removal of Structures and Obstructions. Any forming and curb work to match existing surrounding landscaped or paved areas is included in the cost of the curb ramp and measured by the square yard of finished area.

Subsection 608.03(d) shall be revised to include the following:

Finishing shall occur only after the disappearance of bleed water. The addition of superficial water to the surface of the concrete to assist in finishing operations will not be permitted. Sprinkling of water or Con-film onto the freshly poured surface will not be permitted. Any Finishing Aid products proposed shall have technical and application instructions submitted to the Engineer for review and possible approval.

Subsection 608.03(e) shall be revised to include the following:

For Bikeways, control joints shall be zip-strip or saw cut to a minimum depth of  $\frac{1}{4}$  of the total slab thickness and no greater than  $\frac{1}{4}$  inch wide. Control joints shall be spaced at 10 feet on center or as noted on the plans. Any damage to the concrete such as spalling, dislodging of aggregate particles, or cracking will be repaired by the Contractor at no additional cost to the Project. If said damage cannot be adequately repaired to the satisfaction of the Project Manager, the Contractor shall remove and replace the damaged concrete at no additional cost to the Project.

Subsection 608.03(f) shall be revised to include the following:

The Contractor shall insure that new concrete items built under this contract drain properly and, as such, there are no potential areas of standing water on new concrete items. The Contractor shall protect all new concrete items built under this Contract

against defacement, or other injury, from any cause. If said damage cannot be adequately repaired to the satisfaction of the Project Manager, the Contractor shall remove and replace the unacceptable items at Contractor’s expense.

Subsection 608.05 shall be revised to include the following:

When authorized for use by the Project Manager/Inspector the accepted quantities for “High Early Strength Concrete” will be compensation only for the difference in concrete cost per cubic yard and extra labor per yard for all work performed using High Early Strength Concrete and will be measured by the cubic yard based on copies of the approved supplier’s concrete load tickets provided with a summary in tabular form with each Application for Payment.

Copies of all concrete tickets are required for concrete used during that pay period; a separate summary is required for the Quantity of High Early Strength Concrete and includes the ticket number, date and address where it was placed. Saw-cut Expansion Joint only includes those areas where existing concrete or flagstone sidewalk must be cut for the sole purpose of installing an expansion joint. Payment shall be full compensation for "soft cutting" and tooling necessitated by City and County of Denver Noise Control Ordinance (D.R.M.C. Chapter 36), saw cutting hardened concrete, cleaning out the saw cut, expansion material and sealant.

All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

<b>PAY ITEM</b>	<b>PAY UNIT</b>
Concrete Sidewalk	SF
Flagstone Sidewalk	SF

Payment shall be full compensation for labor and materials including, but not limited to, reconditioning, grading, backfill including topsoil and soil amendments, compaction, quality control material testing, curing compound, control and expansion joint and sealant as required to complete these Pay Items.

When the contract does not include pay items cure-sealer, curing compound, saw cut for construction, control or expansion joints, zip-strip and sealant will not be paid for separately but shall be included in the related concrete work.

**END OF REVISION OF SECTION 608**

**REVISION OF SECTION 623  
IRRIGATION SYSTEM**

Revision to Technical Specifications



Section 623 of the Standard Specifications is revised as follows:

Subsection 623.01 is revised to include the following:

Irrigation systems within twelve inches (12”) of the reconstruction areas which are damaged because of the reconstruction activity will be repaired and paid for. Irrigation systems beyond this limit which are damaged by the Contractor will be repaired by the Contractor at no expense to the City.

Subsection 623.02 is revised to include the following:

Materials required to be replaced shall be of like kind to those removed. If like kind materials are unavailable, the Contractor may substitute comparable materials of comparable quality, if approved by the Project Manager.

Materials used in areas under the jurisdiction of the City and County of Denver Parks and Recreation Department shall comply with the current specifications of that department.

Subsection 623.28 is revised to include the following:

Pipes and fittings will be measured by the lineal foot, regardless of type, size or manufacturer and shall be paid under “Sprinkler System – Irrigation Reconstruction.”

New Sprinkler heads will be measured per each, regardless of type, size or manufacturer, and shall be paid under “Sprinkler System – Sprinkler Head.”

Sprinkler heads to be adjusted will be measured per each regardless of type, size or manufacturer, and shall be paid under “Sprinkler System – Adjust Sprinkler Head.”

PVC sleeves are required to be placed under new concrete as needed for current or future use and will be measured by the lineal foot, regardless of type, size or manufacturer and shall be paid under “Sprinkler System – Irrigation Reconstruction.”

Subsection 623.32 is revised to include the following:

All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized utilizing the Field Measurement Report (FMR), see FMR sample in APPENDICES at the end of the Technical Specifications, in manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

**When the contract does not include pay items for Irrigation System, this item will not be paid for separately but shall be included in the work.**

**END OF REVISION OF SECTION 623**

**REVISION OF SECTION 625  
CONSTRUCTION SURVEYING**

Section 625 of the Standard Specifications is hereby clarified with the following:

Revision to Technical Specifications

1. Prior to beginning work on the project, the contractor shall retain a Colorado licensed professional land surveyor. the contractor’s surveyor shall tie out all survey markers within the project area. To schedule the required pre-construction survey conference contact:

Public Works – Survey Department  
 Attn: City Surveyor  
 201 W. Colfax Ave.  
 Denver, CO 80202  
 720-865-3121

2. At the completion of the project, the contractor’s surveyor shall replace all land survey monuments disrupted by construction activities. Monuments shall meet current City and County of Denver standards and follow Colorado state law regarding survey monuments. A survey shall be deposited with the City and County of Denver per state statute indicating monuments that were replaced due to the construction activities.
3. Any person who knowingly removes, alters, or defaces any public land survey monument and/or boundary monument or accessory, commits a class two (2) misdemeanor pursuant to state statute CRS Section 18-4-508.
4. The Contractor shall furnish all equipment, materials and qualified personnel/labor as needed for construction staking and to establish lines and grades as necessary to complete the work and ensure drainage. When the contract does not include pay items for setting line and grade control, this item will not be paid for separately but shall be included in the work.

<b>PAY ITEM</b>	<b>PAY UNIT</b>
Reset Survey Monument	EA

**END OF REVISION OF SECTION 625**

**REVISION OF SECTION 626  
 MOBILIZATION**

Section 626 of the Standard Specifications is revised as follows:

Section 626.01 shall be revised to including the following:

The list of work locations for this project is not included within this Contract document. A **sample** of the “Potential Work Locations Map” is included in the APPENDICES at the end of the Technical Specifications. The scope of work with the locations will be assigned utilizing the “Address worksheet form” and will be given to the contractor in batches of blocks, (a sample is included in the APPENDICES at the end of the Technical Specifications). Concrete repair locations are generated through the City’s Neighborhood Sidewalk Repair program Project

Revision to Technical Specifications

Manager from referrals by inspectors working in the district where repairs are being targeted. The Contractor shall consider that mobilization costs are not paid separately when scheduling this work and are included in the related concrete repair work. Locations are Citywide, and repairs will be confined to only one side of the street of any particular block at one time. The Project Manager may revise, add or delete locations for which the Contractor will arrange Blue Stake locates; City of Denver Right-of-Way and Denver Parks permits and coordinate notification with all affected municipal, utility and property owner and provide on a weekly basis a three-week work schedule in advance to the Project Manager for approval prior to performing the work for each and all the assigned work locations. The Contractor shall normally not schedule work on Saturdays, Sundays, City of Denver observed Holidays or City of Denver furlough days. The Contractor must submit in writing requests to work longer than normal work hours (8 hours per day and 40 hours per week) or on Holidays or weekends the written request must be submitted to and approved by the Project Manager 48 hours in advance of the scheduled work.

Section 626.02 of the Standard Specifications is hereby revised as follows:

**Mobilization and meeting attendance shall not be measured and paid for separately but shall be included in the price of the work.**

**END OF REVISION OF SECTION 626**

**REVISION OF SECTION 630  
CONSTRUCTION ZONE TRAFFIC CONTROL**

Section 630 of the Standard Specifications is hereby revised as follows:  
Subsection 630.01 shall be modified to read:

...as required by, these plans and special specifications, conform to the Manual on Uniform Traffic Control Devices for Streets and Highways.

Subsection 630.02 through 630.08 shall be as provided in the MUTCD, latest edition. In addition, the following shall apply:

Traffic Control. Traffic control through the construction area is the responsibility of the Contractor. Before starting construction, the Contractor shall submit, in writing, the proposed Method of Handling Traffic (MHT) for the initial phase of construction. When a different MHT is required for a subsequent construction phase, it must be submitted two weeks prior to starting that phase. All proposed MHTs shall be approved, in writing, by the Project Manager. No phase of construction shall start until an acceptable MHT has been received and approved by the Project Manager. The proposed methods shall include, as a minimum, the following:

A detailed diagram that shows the location of all sign placements, including advance construction signs (if not previously approved) and speed limit signs; method, length and time duration for lane closures; and location of flag persons.

Certain traffic control devices may be used for more than one operation or phase.

Number of hours for uniformed traffic control shall be tabulated for submittal.

Approval of the proposed MHT is intended to indicate those devices for which payment is to be made. Such approval does not relieve the Contractor of liability specifically assigned to him under the contract. The Contractor shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, and obstructions.

Non-metallic drums may be substituted for vertical panel channelizing devices.

The Contractor shall, at the preconstruction conference, designate one of his employees, other than the Superintendent, to be responsible for traffic control management. This responsibility shall include management of the Contractor's signing and all other details covered by the Specifications which contribute to the convenience, safety, and orderly movement of traffic and to the comfort of the traveling public. The designated employee will have the Certification of the Traffic Control Supervisor as a Worksite Traffic Supervisor by the American Traffic Safety Services Association (ATSSA) in lieu of completion of the CDOT minimum training requirements. Traffic control management shall be maintained on a 24-hour per day basis. The Contractor shall make arrangements so that the Traffic Control Supervisor or his approved representative will be available on every working day, "on call" at all times and available upon the Project Manager's request at other than normal working hours. The Traffic Control Supervisor shall have an up-to-date copy of part VI of the MUTCD, pertaining to traffic controls for street and highway construction, as well as the City and County Traffic Barricade manual, available always.

The flagger's STOP/SLOW sign paddle shall be 18 inches with letters six inches high.

Subsections 630.09 through 630.14 of the Standard Specifications shall apply except as otherwise provided herein.

Subsection 630.09 (4) shall be revised to include the following:

Access to driveways shall be maintained always during construction. The Contractor shall coordinate driveway work with the property owner.

The amount paid per day shall not exceed one unit of Traffic Control for an Arterial, one unit of traffic control for Local/Collector and includes all materials, equipment, personnel and traffic controls plans to conform to all Rules & Regulations for any Street Occupancy Request required to complete the assigned work by the City of Denver, adjacent municipalities and CDOT.

Subsection 630.15 shall be revised to include the following:

When the contract bid schedule includes Traffic Control pay items as a lump sum per day:

The PAY UNIT: BLOCK SIDE for Traffic Control Arterial/Collector and Traffic Control Local shall be defined for the purposes of this Contract only include the traffic control required to complete a block face. A block face for these purposes is defined as one side of an average City block. Traffic Control devices will not be measured but will be paid for on a lump sum basis. This pay item includes any devices or equipment necessary to provide a safe and unfettered work area.

Payment for traffic control shall be as follows:

<b>PAY ITEM</b>	<b>PAY UNIT</b>
Traffic Control Arterial/Collector*	BLOCK FACE
Traffic Control Local*	BLOCK FACE

\* - The designation of which roads are Arterial/Collector and which roads are Local and shall be determined by the City's Right of Way Permitting Department. Arterials and collector streets generally have centerline striping.

**END OF REVISION OF SECTION 630**

**REVISION OF SECTION 631  
PUBLIC INFORMATION SERVICES**

**DESCRIPTION**

631.1 The work consists of providing various public involvement activities for the project.

**REQUIREMENTS**

631.2 The Contractor shall provide the following public information services on an ongoing basis throughout the duration of the project:

- (a) A contact person and phone number for the project shall be designated by the Contractor at the pre-construction meeting. This individual shall be primarily responsible for maintaining communications with the Project Manager and affected businesses and property owners.
- (b) The Contractor will also distribute door hang tags to all property owners adjacent to construction and also all residences and businesses impacted by construction or road closures or detours no less than 48 hours (as per General Contract Conditions Section 703) prior to commencing removal operations, outlining the proposed work as well as the company name, phone number, and contact person familiar with the project. The hang tag shall be supplied by the City and it shall be the Contractor's responsibility to request and adequate number of hang tags one week in advance to properly notify all affected property owners/residents. Occasionally as needed supplemental written notices will be required to be delivered one week in advance at the direction of the Project Manager for issues such as construction conflicts related to business access, special landscape, and fence or tree removal. The cost of delivering the door hang tags and any other letter or notice to the public shall not be paid for separately, it is included in the related work.

- (c) The Contractor shall maintain a written log detailing the time, date, name, contact information, location, nature of the call or complaint and resolution (if needed) regarding all contacts from constituents. The Contractor will revise and submit a current copy of this log with each Application for Payment.

**METHOD OF MEASUREMENT**

631.3 Public information services will not be measured and paid for separately, but shall be included in the work.

**END OF SECTION 631**

**REVISION OF SECTION 711**

**CONCRETE CURING MATERIALS AND ADMIXTURES**

Section 711.01 Concrete Curing Materials shall be modified; Liquid Membrane-Forming Compounds for Curing Concrete AASHTO M148, TYPE curing compound is deleted and shall additionally require:

For all Portland Cement Concrete sidewalk placed on this project a combination cure-sealer shall be used that meets or exceeds ASTM-1315 Type I, Class A (clear, non-yellowing). The compound must be an acrylic copolymer type, non-freezing solvent based, with a minimum of 25% solids content. Compound must be VOC compliant in accordance with EPA 40 CFR Part 59. The final gloss appearance will serve as proof of application.

The Contractor shall use the cure-sealer according to the manufacturers recommendations so that when applied it will not adversely affect the skid resistance of the concrete or flagstone sidewalk.

**The Contract does not include separate pay items for Concrete Curing Materials; these items will not be paid for separately but shall be included in the work.**

**END OF REVISION OF SECTION 711**