

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DEPARTMENT OF PUBLIC WORKS
Contract Documents

Contract No. 201309355

**2013 ON-CALL STRUCTURAL & SAFETY
REPAIRS PHASE I**

JANUARY 15, 2013



DENVER
THE MILE HIGH CITY

Department of Public Works
Engineering Division

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

201 West Colfax Avenue
Denver, CO 80202
www.Work4Denver.com

NOTICE OF APPARENT LOW BIDDER

Hallmark, Inc.
5040 Tabor Street
Wheat Ridge, CO. 80033

The MANAGER OF PUBLIC WORKS has considered the Bids submitted on **February 15th, 2013**, for work to be done and materials to be furnished in and for:

CONTRACT NO 201309355 2013 On-Call Structural & Safety 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 the approval and execution of the Contract Documents by the City in accordance with the Charter of the City and County of Denver, and to your furnishing the items specified below. The award is based on the total bid items: **202-00203 through 700-70052 (Sixty [60] total Bid Items, the total estimated cost thereof being: Six Hundred Seventy-Eight Thousand, Three Hundred Sixty-Nine Dollars and Zero Cents (\$678,369.00).**

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 Proposal.

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

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

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

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

NOTICE OF APPARENT LOW BIDDER
PROJECT NO. 201309355

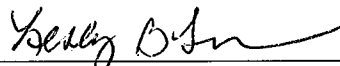
Page 2

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 25th day of February 2013.

CITY AND COUNTY OF DENVER

By



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

JC/du

cc: H. Bright(CAO), Gallagher (AUD), Schellinger (Treasury/Tax Compliance), DSBO Inbox, Mike Lopez, Merritt (PW-Aud), File.

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

**TABLE OF CONTENTS
FOR
BID FORM AND SUBMITTAL PACKAGE**

Table of Contents	BF-1
Bidder's Checklist	BF-2 through BF-3
Bid Form and Submittal Package Acknowledgment Form	BF-4 through BF-5
Bid Form	BF-6 through BF-8
List of Proposed Minority/Woman Business Enterprise(s)	BF-9 through BF-12
Commitment to Minority/Woman Business Enterprise Participation	BF-13
Minority/Woman Business Enterprise Letter(s) of Intent & Checklist	BF-14 through BF-15
Joint Venture Affidavit	BF-16
Joint Venture Eligibility Form	BF-17 through BF-19
Bid Bond	BF-20
Bidder / Contractor / Vendor / Proposer Disclosure Form	BF-21 through BF-23



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.) Acknowledgment signature and attestation required.	<input checked="" type="checkbox"/>
BF-6+	a.) Fill in individual bid item dollars and totals in Numerical figures only b.) Complete all blanks	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-7	a.) Write out bid total or bid totals in words and figures in the blank form space(s) provided	<input checked="" type="checkbox"/>
BF-8	a.) List all subcontractors who are performing work on this project	<input checked="" 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 checked="" type="checkbox"/>
BF-11	a.) Complete all blanks b.) If Addenda have been issued, complete bottom section.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-12	a.) Complete appropriate sections - signature(s) required. b.) If corporation, then corporate seal required.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-13	a.) Fully complete Commitment to M/WBE, DBE or SBE Participation	<input checked="" type="checkbox"/>
BF-16	a.) If applicable, fully complete Joint Venture Affidavit	<input checked="" type="checkbox"/>
BF-17 – BF-19	a.) If applicable, fully complete Joint Venture Eligibility Form	<input checked="" 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 CE Number.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-21-BF-23	a.) Per form Instructions, fully complete and sign the Bidder/Contractor/Vendor/Proposer Disclosure form as required by IB-24. Ensure form is complete and signed.	<input checked="" type="checkbox"/>

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

BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

CONTRACT NO. 201309355

2013 ON-CALL STRUCTURAL AND SAFETY REPAIRS PHASE I

BIDDER: HALLMARK, INC.
ADDRESS: 5040 Tabor St.
Wheat Ridge, CO 80033

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. 201309355**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated **January 15, 2013**.

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

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

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

- Bid Form and Submittal Package Acknowledgment Form
- Bid Form
- List of Proposed Minority/Woman Owned Business Enterprise(s)
- Commitment to Minority/Woman Business Enterprise Participation
- M/WBE Letter(s) of Intent
- Joint Venture Affidavit (if applicable)
- Joint Venture Eligibility Form (if applicable)
- Bid Bond
- Bidder / Contractor / Vendor / Proposer Disclosure Form
- Certificate of Insurance

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

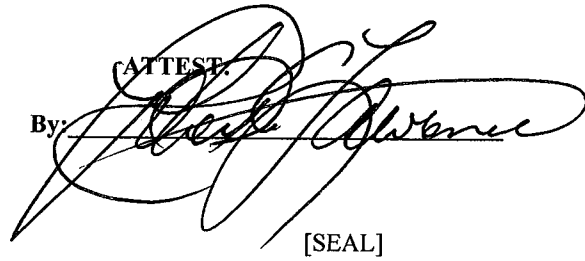
- Notice of Invitation for Bids
- Instructions to Bidders
- Addenda (as applicable)
- Equal Employment Opportunity Provisions (Appendix A and Appendix F)
- Contract Form
- General Contract Conditions
- Special Contract Conditions
- Performance and Payment Bond
- Notice to Apparent Low Bidder
- Notice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

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

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

BIDDER:

Name: HALLMARK, INC.
By: Howard E. Hall
Title: President

ATTEST:
By: 
[SEAL]

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

BID FORM

CONTRACT NO. 201309355

BIDDER HALLMARK, INC. **2013 ON-CALL STRUCTURAL AND SAFETY REPAIRS PHASE I**

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 January 15, 2013, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **CONTRACT NO. 201309355**, in Denver, Colorado, in full accordance with and conformity to the Plans, Technical Specifications, and Contract Documents hereto attached or by reference made a part hereof, at and for the following price(s) set forth on this Bid Form.

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

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

Item No.	Description and Price	Estimated Quantity	Estimated Cost
202-00203	REMOVAL OF CURB AND GUTTER at the unit price of \$ <u>25.⁰⁰</u> per LINEAR FEET.	70 LF	\$ <u>1,750.⁰⁰</u>
202-00206	REMOVAL OF SIDEWALK at the unit price of \$ <u>25.⁰⁰</u> per SQUARE YARDS.	136 SY	\$ <u>3,400.⁰⁰</u>
202-00210	REMOVAL OF CONCRETE PAVEMENT at the unit price of \$ <u>30.⁰⁰</u> per SQUARE YARDS.	63 SY	\$ <u>1,890.⁰⁰</u>
202-00220	REMOVAL OF ASPHALT MAT at the unit price of \$ <u>6.⁰⁰</u> per SQUARE YARDS.	2,762 SY	\$ <u>16,572.⁰⁰</u>
202-00426	REMOVAL OF BRIDGE RAILING (STOCKPILE)(ALUMINUM) at the unit price of \$ <u>20.⁰⁰</u> per LINEAR FEET.	31 LF	\$ <u>620.⁰⁰</u>
202-00505	REMOVAL OF PORTIONS OF PRESENT STRUCTURE (BRIDGE DECK 0-2 INCH) at the unit price of \$ <u>150.⁰⁰</u> per SQUARE YARDS.	67 SY	\$ <u>10,050.⁰⁰</u>
202-00506	REMOVAL OF PORTIONS OF PRESENT STRUCTURE (BRIDGE DECK 0-4 INCH) at the unit price of \$ <u>350.⁰⁰</u> per SQUARE YARDS.	67 SY	\$ <u>23,450.⁰⁰</u>
202-01002	REMOVAL OF STEEL RAIL at the unit price of \$ <u>15.⁰⁰</u> per LINEAR FEET.	266 LF	\$ <u>3,990.⁰⁰</u>
202-04002	CLEAN CULVERT 0-96 INCH DEPTH at the unit price of \$ <u>25.⁰⁰</u> per LINEAR FEET.	266 LF	\$ <u>6,650.⁰⁰</u>
203-00000	UNCLASSIFIED EXCAVATION at the unit price of \$ <u>45.⁰⁰</u> per CUBIC YARD.	55 CY	\$ <u>2,475.⁰⁰</u>
203-00100	MUCK EXCAVATION at the unit price of \$ <u>50.⁰⁰</u> per CUBIC YARD.	31 CY	\$ <u>1,550.⁰⁰</u>
206-00000	STRUCTURE EXCAVATION at the unit price of \$ <u>40.⁰⁰</u> per CUBIC YARD.	84 CY	\$ <u>3,360.⁰⁰</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
206-00065	STRUCTURE BACKFILL (FLOW-FILL) at the unit price of \$ <u>100.⁰⁰</u> per CUBIC YARD.	47 CY	\$ <u>4,700.⁰⁰</u>
206-00100	STRUCTURE BACKFILL (CLASS 1) at the unit price of \$ <u>50.⁰⁰</u> per CUBIC YARD.	76 CY	\$ <u>3,800.⁰⁰</u>
304-06000	AGGREGATE BASE COURSE (CLASS 6)(CIP) at the unit price of \$ <u>50.⁰⁰</u> per TON.	47 TON	\$ <u>2,350.⁰⁰</u>
403-00721	HOT BITUMINOUS PAVEMENT (PATCHING)(ASPHALT) at the unit price of \$ <u>300.⁰⁰</u> per TON.	23 TON	\$ <u>6,900.⁰⁰</u>
403-35400	HOT BITUMINOUS PAVEMENT (GRADING SX) (109) at the unit price of \$ <u>160.⁰⁰</u> per TON.	346 TON	\$ <u>34,600.⁰⁰</u>
412-00600	6 INCH CONCRETE PAVEMENT at the unit price of \$ <u>70.⁰⁰</u> per SQUARE YARDS.	63 SY	\$ <u>4,410.⁰⁰</u>
412-00800	8 INCH CONCRETE PAVEMENT at the unit price of \$ <u>75.⁰⁰</u> per SQUARE YARDS.	76 SY	\$ <u>5,700.⁰⁰</u>
412-01000	10 INCH CONCRETE PAVEMENT at the unit price of \$ <u>85.⁰⁰</u> per SQUARE YARDS.	63 SY	\$ <u>5,355.⁰⁰</u>
506-00212	RIPRAP (12 INCH) at the unit price of \$ <u>100.⁰⁰</u> per CUBIC YARD.	76 CY	\$ <u>7,600.⁰⁰</u>
506-00218	RIPRAP (18 INCH) at the unit price of \$ <u>120.⁰⁰</u> per CUBIC YARD.	73 CY	\$ <u>8,760.⁰⁰</u>
512-02002	CLEAN BEARINGS at the unit price of \$ <u>50.⁰⁰</u> per EACH.	67 EA	\$ <u>3,350.⁰⁰</u>
513-00620	CLEAN DECK DRAINS at the unit price of \$ <u>50.⁰⁰</u> per EACH.	44 EA	\$ <u>2,200.⁰⁰</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
514-00000	SCHEDULE 40 PIPE (2-INCH RAILING GALVANIZED INSTALLED) at the unit price of \$ <u>40.⁰⁰</u> per LINEAR FEET.	100 LF	\$ <u>4,000.⁰⁰</u>
514-00200	FABRICATION AND INSTALLATION OF PEDESTRIAN RAILING (STEEL)(NEW) at the unit price of \$ <u>90.⁰⁰</u> per LINEAR FEET.	500 LF	\$ <u>45,000.⁰⁰</u>
514-00201	PAINTING OF PEDESTRIAN RAILING (STEEL)(NEW) at the unit price of \$ <u>45.⁰⁰</u> per LINEAR FEET.	500 LF	\$ <u>22,500.⁰⁰</u>
514-01018	FABRICATION AND INSTALLATION OF STEEL SECURITY BARRIER at the unit price of \$ <u>60.⁰⁰</u> per LINEAR FEET.	100 LF	\$ <u>6,000.⁰⁰</u>
514-01019	PAINTING OF STEEL SECURITY BARRIER at the unit price of \$ <u>25.⁰⁰</u> per LINEAR FEET.	100 LF	\$ <u>2,500.⁰⁰</u>
515-00120	WATERPROOFING (MEMBRANE)(REPAIR) at the unit price of \$ <u>25.⁰⁰</u> per SQUARE YARDS.	1,500 SY	\$ <u>37,500.⁰⁰</u>
515-00400	CRACK SEALER at the unit price of \$ <u>10.⁰⁰</u> per SQUARE YARDS.	2,500 SY	\$ <u>25,000.⁰⁰</u>
518-01004	BRIDGE EXPANSION DEVICE (0-4 INCHES) at the unit price of \$ <u>500.⁰⁰</u> per LINEAR FEET.	200 LF	\$ <u>100,000.⁰⁰</u>
519-01050	CONCRETE DECK SEALER (EPOXY RESIN) at the unit price of \$ <u>7.⁰⁰</u> per SQUARE FEET.	6,000 SF	\$ <u>42,000.⁰⁰</u>
601-03540	CONCRETE CLASS DT (DECK TOPPING) at the unit price of \$ <u>200.⁰⁰</u> per CUBIC YARD.	40 CY	\$ <u>8,000.⁰⁰</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
601-06100	CONCRETE (PATCHING) at the unit price of \$ <u>300.⁰⁰</u> per CUBIC YARD.	51 CY	\$ <u>15,300.⁰⁰</u>
601-07001	CONCRETE CLASS B at the unit price of \$ <u>350.⁰⁰</u> per CUBIC YARD.	56 CY	\$ <u>19,600.⁰⁰</u>
601-10100	MUD JACKING (FURNISHED) at the unit price of \$ <u>250.⁰⁰</u> per CUBIC YARD.	36 CY	\$ <u>9,000.⁰⁰</u>
601-10500	SLAB JACKING (FOAM METHOD) at the unit price of \$ <u>8.⁰⁰</u> per POUND.	594 LB	\$ <u>4,752.⁰⁰</u>
602-00000	REINFORCEMENT STEEL at the unit price of \$ <u>3.⁰⁰</u> per POUND.	1,400 LB	\$ <u>4,200.⁰⁰</u>
602-00020	REINFORCEMENT STEEL (EPOXY COATED) at the unit price of \$ <u>3.⁰⁰</u> per POUND.	1,300 LB	\$ <u>3,900.⁰⁰</u>
606-00302	TYPE 3 RAILING (6' 3" POST SPA) at the unit price of \$ <u>50.⁰⁰</u> per LINEAR FEET.	200 LF	\$ <u>10,000.⁰⁰</u>
607-53160	FENCE CHAIN LINK (60 INCH) at the unit price of \$ <u>40.⁰⁰</u> per LINEAR FEET.	112 LF	\$ <u>4,480.⁰⁰</u>
608-00000	CONCRETE SIDEWALK at the unit price of \$ <u>60.⁰⁰</u> per SQUARE YARDS.	80 SY	\$ 4,800.⁰⁰ <u>4,800.⁰⁰</u> TA FEN
608-00010	CONCRETE CURB RAMP at the unit price of \$ <u>100.⁰⁰</u> per SQUARE YARDS.	31 SY	\$ <u>3,100.⁰⁰</u>
609-21020	CURB AND GUTTER (TYPE II) at the unit price of \$ <u>40.⁰⁰</u> per LINEAR FEET.	70 LF	\$ <u>2,800.⁰⁰</u>
614-85115	TRAFFIC IMPACT ATTENUATOR (SCI SMART CUSHION) at the unit price of \$ <u>18,000.⁰⁰</u> per EACH.	4 EA	\$ <u>72,000.⁰⁰</u>
630-00000	FLAGGING at the unit price of \$ <u>30.⁰⁰</u> per HOUR.	500 HR	\$ <u>15,000.⁰⁰</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
630-00002	TRAFFIC CONTROL SUPERVISOR at the unit price of \$ <u>500.⁰⁰</u> per DAY.	50 DAY	\$ <u>25,000.⁰⁰</u>
630-80336	BARRICADE (3 M-B) (TEMPORARY) at the unit price of \$ <u>25.⁰⁰</u> per PER EACH PER DAY.	24 PER EACH PER DAY	\$ <u>600.⁰⁰</u>
630-80341	CONST. TRAFFIC SIGN (PANEL SIZE A) at the unit price of \$ <u>10.⁰⁰</u> per PER EACH PER DAY.	80 PER EACH PER DAY	\$ <u>800.⁰⁰</u>
630-80342	CONST. TRAFFIC SIGN (PANEL SIZE B) at the unit price of \$ <u>20.⁰⁰</u> per PER EACH PER DAY.	225 PER EACH PER DAY	\$ <u>4,500.⁰⁰</u>
630-80343	ADVANCED WARNING FLASHING OR SEQUENCING ARROW PANEL (C TYPE) at the unit price of \$ <u>60.⁰⁰</u> per PER EACH PER DAY.	39 PER EACH PER DAY	\$ <u>2,340.⁰⁰</u>
630-80354	VERTICAL PANEL (WITH LIGHT) (STEADY BURN) at the unit price of \$ <u>5.⁰⁰</u> per PER EACH PER DAY.	98 PER EACH PER DAY	\$ <u>490.⁰⁰</u>
630-80355	PORTABLE MESSAGE SIGN PANEL at the unit price of \$ <u>150.⁰⁰</u> per PER EACH PER DAY.	11 PER EACH PER DAY	\$ <u>1,650.⁰⁰</u>
630-80364	DRUM CHANNEL DEVICE(WITH LIGHT)(STEADY BURN) at the unit price of \$ <u>20.⁰⁰</u> per PER EACH PER DAY.	210 PER EACH PER DAY	\$ <u>4,200.⁰⁰</u>
630-80370	CONCRETE BARRIER (TEMPORARY) at the unit price of \$ <u>175.⁰⁰</u> per EACH.	11 EA	\$ <u>1,925.⁰⁰</u>
630-80372	CONCRETE BARRIER (TAPERED END SECTION)(12 FOOT) at the unit price of \$ <u>50.⁰⁰</u> per EACH.	11 EA	\$ <u>550.⁰⁰</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
630-80375	CONCRETE BARRIER (TEMPORARY)(INSTALL ONLY) at the unit price of \$ <u>50.⁰⁰</u> per EACH.	16 EA	\$ <u>800.⁰⁰</u>
630-80380	TRAFFIC CONE at the unit price of \$ <u>5.⁰⁰</u> per PER EACH PER DAY.	1,000 PER EACH PER DAY	\$ <u>5,000.⁰⁰</u>
700-70052	MANLIFT at the unit price of \$ <u>300.⁰⁰</u> per DAY.	12 DAY	\$ <u>3,600.⁰⁰</u>

Total Bid Amount of:

Six-Hundred Seventy-Eight Thousand, Three-Hundred
Sixty-Nine Dollars (\$ 678,369.00)

[Total bid amount equals the sum of each estimated cost for item numbers 202-00203 through 700-70052 (Sixty [60] Total Bid Items)]

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

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

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

Name: _____ Name: _____

Address: _____ Address: _____

If there are no such persons, firms, or corporations, please so state in the following space: None

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

Item of Work	Percent (%) of Total; Work	Proposed Subcontractor and Address
<u>Painting railing & barrier</u>	3.5	<u>Quality Linings & Painting 8250 E. 40th Ave, Denver, CO</u>
<u>Rem. asph. mat.</u>	1.7	<u>Alpha Milling 2100 N. Broadway, Denver, CO</u>
<u>Type 3 rail & cham link</u>	1.5	<u>Ideal Fencing 5795 Ideal Drive, Erie, CO</u>
<u>Mud jack & foam jack</u>	1.7	<u>Hayward Baker 11575 Wadsworth, Broomfield, CO</u>
<u>Asph. concrete Asph. patch & paving</u>	4.8	<u>Loya Const. BOX 211555, Denver, CO</u>
<u>Waterproofing</u>	5.9	<u>NPW Contracting 444 Santa Fe Dr., Denver</u>
<u>Traffic Control</u>	6.5	<u>Street Wise 12080 E. 3rd Ave, Aurora, CO</u>

(Copy this page if additional room is required.)



DENVER
THE MILE HIGH CITY

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

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

City and County of Denver Contract No.: 2013 09355

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

Address: <u>5040 Tabor St., Wheat Ridge</u>	Contact Person: <u>Howard Hall</u>	
Type of Service: <u>Gen. Contractor</u>	Dollar Amount: \$:	Percent of Project: <u>79.3</u>

MWBE or DBE Prime Bidder

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

Subcontractors, Suppliers Manufacturers or Brokers (check one box)

<input type="checkbox"/> Subcontractor (√)	<input checked="" type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)
--	--	---	-------------------------------------

Business Name: <u>Quality Linings & Painting</u>		
Address: <u>8250 E. 40th, Denver, CO</u>	Type of Service: <u>Painting</u>	
Contact Person: <u>Kevin Dodson</u>	Dollar Amount: \$: <u>23,875 -</u>	Percent of Project: <u>3.5</u>

<input type="checkbox"/> Subcontractor (√)	<input checked="" type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)
--	--	---	-------------------------------------

Business Name: <u>Loya Construction</u>		
Address: <u>PO Box 211555, Denver, CO</u>	Type of Service: <u>Asph. paving</u>	
Contact Person: <u>Yesenia Loya</u>	Dollar Amount: \$: <u>32,690 -</u>	Percent of Project: <u>4.8</u>

<input type="checkbox"/> Subcontractor (√)	<input checked="" type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)
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Business Name: Rocky Mountain <u>NPW Contracting</u>		
Address: <u>444 Santa Fe Dr., Denver, CO</u>	Type of Service: <u>Waterproofing</u>	
Contact Person: <u>Nancy Weiss</u>	Dollar Amount: \$: <u>40,000 -</u>	Percent of Project: <u>5.9</u>

Subcontractors, Suppliers Manufacturers or Brokers (check one box)				
<input type="checkbox"/> Subcontractor (√)	<input checked="" type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)	
Business Name: <i>Street Wise LLC</i>				
Address: <i>12080 E. 3rd Ave, Aurora</i>		Type of Service: <i>Traffic control</i>		
Contact Person: <i>James Crowe</i>		Dollar Amount: <i>\$43,844</i>	Percent of Project: <i>6.5</i>	
<input type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<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"/> Manufacturer (√)	<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"/> Manufacturer (√)	<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"/> Manufacturer (√)	<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"/> Manufacturer (√)	<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"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)	
Business Name:				
Address:		Type of Service:		
Contact Person:		Dollar Amount: \$:	Percent of Project:	

Bid Form & Submittal Package, Participation Page 1/07-dm

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

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

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

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

Business Address of Bidder: 5040 Tabor St.
City, State, Zip Code: Wheat Ridge, CO 80033
Telephone Number of Bidder: 303-423-8005 Fax No. 303-423-8025
Social Security or Federal Employer ID Number of Bidder: 84-1172493

Name and location of the last work of this kind herein contemplated upon which the Bidder was engaged:
2009 On-Call Struct. & Safety Repairs Proj.

For information relative thereto, please refer to:

Name: Jim Barwick
Title: Chief Infrastructure Engineer
Address: 201 W. Colfax Ave., 5th Fl., Denver, CO

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

Addenda Number 1 Date 2-7-13
Addenda Number _____ Date _____
Addenda Number _____ Date _____

Dated this 15th day of February, 20 13

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. 201309355
PROJECT NAME: 2013 On-Call Structural Safety Repair Phase I

ADDENDUM NO. 1 TO CONTRACT DOCUMENTS

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

BID FORM PACKAGE -

1. Page BF 6.1 – Item 202-04002 should read: **202-04002 Clean Culvert 0 – 96 INCH DEPTH.**
2. Page BF 6.3 – Item 514-00000 should read: **514-00000 Schedule 40 pipe (2-inch railing galvanized installed)**

BID DOCUMENT PACKAGE- Added IB-29 on page BDP – 14. **IB-29 ADDITIONAL INSTRUCTION TO BIDDERS.**

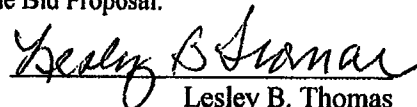
TECHNICAL SPECS/DRAWING- Revision of Section 202

QUESTIONS AND ANSWERS-

1. **QUESTION:** Please clarify Item 514-00000. In the bid schedule the description is "Schedule 40 Pipe (2-inch dia.)(Galvanized)". Is the intent to supply pipe or is it to supply and install pipe rail? If it is pipe rail, is the payment to be LF of pipe or LF of rail?

CITY RESPONSE: See #2 above under Bid Form Package.

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



Lesley B. Thomas
City Engineer

2.7.13

Date

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



Contractor

ADDENDUM NO. 1

DATE: 02-08-2013



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

**PROJECT NO. 201309355
2013 ON-CALL STRUCTURAL & SAFETY REPAIR PHASE I**

STATEMENT OF QUANTITIES

Item No.	Description	Estimated Quantity
202-00203	REMOVAL OF CURB AND GUTTER	70 LF
202-00206	REMOVAL OF SIDEWALK	136 SY
202-00210	REMOVAL OF CONCRETE PAVEMENT	63 SY
202-00220	REMOVAL OF ASPHALT MAT	2,762 SY
202-00426	REMOVAL OF BRIDGE RAILING (STOCKPILE)(ALUMINUM)	31 LF
202-00505	REMOVAL OF PORTIONS OF PRESENT STRUCTURE (BRIDGE DECK 0-2 INCH)	67 SY
202-00506	REMOVAL OF PORTIONS OF PRESENT STRUCTURE (BRIDGE DECK 0-4 INCH)	67 SY
202-01002	REMOVAL OF STEEL RAIL	266 LF
202-04002	CLEAN CULVERT 0-96 INCH DEPTH	266 LF
203-00000	UNCLASSIFIED EXCAVATION	55 CY
203-00100	MUCK EXCAVATION	31 CY
206-00000	STRUCTURE EXCAVATION	84 CY
206-00065	STRUCTURE BACKFILL (FLOW-FILL)	47 CY
206-00100	STRUCTURE BACKFILL (CLASS 1)	76 CY
304-06000	AGGREGATE BASE COURSE (CLASS 6)(CIP)	47 TON
403-00721	HOT BITUMINOUS PAVEMENT (PATCHING)(ASPHALT)	23 TON
403-35400	HOT BITUMINOUS PAVEMENT (GRADING SX) (109)	346 TON
412-00600	6 INCH CONCRETE PAVEMENT	63 SY
412-00800	8 INCH CONCRETE PAVEMENT	76 SY
412-01000	10 INCH CONCRETE PAVEMENT	63 SY
506-00212	RIPRAP (12 INCH)	76 CY
506-00218	RIPRAP (18 INCH)	73 CY
512-02002	CLEAN BEARINGS	67 EA
513-00620	CLEAN DECK DRAINS	44 EA
514-00000	SCHEDULE 40 PIPE (2-INCH RAILING GALVANIZED INSTALLED)	100 LF
514-00200	FABRICATION AND INSTALLATION OF PEDESTRIAN RAILING (STEEL)(NEW)	500 LF
514-00201	PAINTING OF PEDESTRIAN RAILING (STEEL)(NEW)	500 LF
514-01018	FABRICATION AND INSTALLATION OF STEEL SECURITY BARRIER	100 LF
514-01019	PAINTING OF STEEL SECURITY BARRIER	100 LF

Item No.	Description and Price	Estimated Quantity	Estimated Cost
202-00203	REMOVAL OF CURB AND GUTTER at the unit price of \$ _____ per LINEAR FEET.	70 LF	\$ _____
202-00206	REMOVAL OF SIDEWALK at the unit price of \$ _____ per SQUARE YARDS.	136 SY	\$ _____
202-00210	REMOVAL OF CONCRETE PAVEMENT at the unit price of \$ _____ per SQUARE YARDS.	63 SY	\$ _____
202-00220	REMOVAL OF ASPHALT MAT at the unit price of \$ _____ per SQUARE YARDS.	2,762 SY	\$ _____
202-00426	REMOVAL OF BRIDGE RAILING (STOCKPILE)(ALUMINUM) at the unit price of \$ _____ per LINEAR FEET.	31 LF	\$ _____
202-00505	REMOVAL OF PORTIONS OF PRESENT STRUCTURE (BRIDGE DECK 0-2 INCH) at the unit price of \$ _____ per SQUARE YARDS.	67 SY	\$ _____
202-00506	REMOVAL OF PORTIONS OF PRESENT STRUCTURE (BRIDGE DECK 0-4 INCH) at the unit price of \$ _____ per SQUARE YARDS.	67 SY	\$ _____
202-01002	REMOVAL OF STEEL RAIL at the unit price of \$ _____ per LINEAR FEET.	266 LF	\$ _____
202-04002	CLEAN CULVERT 0-96 INCH DEPTH at the unit price of \$ _____ per LINEAR FEET.	266 LF	\$ _____
203-00000	UNCLASSIFIED EXCAVATION at the unit price of \$ _____ per CUBIC YARD.	55 CY	\$ _____
203-00100	MUCK EXCAVATION at the unit price of \$ _____ per CUBIC YARD.	31 CY	\$ _____
206-00000	STRUCTURE EXCAVATION at the unit price of \$ _____ per CUBIC YARD.	84 CY	\$ _____

Item No.	Description and Price	Estimated Quantity	Estimated Cost
514-00000	SCHEDULE 40 PIPE (2-INCH RAILING GALVANIZED INSTALLED) at the unit price of \$ _____ per LINEAR FEET.	100 LF	\$ _____
514-00200	FABRICATION AND INSTALLATION OF PEDESTRIAN RAILING (STEEL)(NEW) at the unit price of \$ _____ per LINEAR FEET.	500 LF	\$ _____
514-00201	PAINTING OF PEDESTRIAN RAILING (STEEL)(NEW) at the unit price of \$ _____ per LINEAR FEET.	500 LF	\$ _____
514-01018	FABRICATION AND INSTALLATION OF STEEL SECURITY BARRIER at the unit price of \$ _____ per LINEAR FEET.	100 LF	\$ _____
514-01019	PAINTING OF STEEL SECURITY BARRIER at the unit price of \$ _____ per LINEAR FEET.	100 LF	\$ _____
515-00120	WATERPROOFING (MEMBRANE)(REPAIR) at the unit price of \$ _____ per SQUARE YARDS.	1,500 SY	\$ _____
515-00400	CRACK SEALER at the unit price of \$ _____ per SQUARE YARDS.	2,500 SY	\$ _____
518-01004	BRIDGE EXPANSION DEVICE (0-4 INCHES) at the unit price of \$ _____ per LINEAR FEET.	200 LF	\$ _____
519-01050	CONCRETE DECK SEALER (EPOXY RESIN) at the unit price of \$ _____ per SQUARE FEET.	6,000 SF	\$ _____
601-03540	CONCRETE CLASS DT (DECK TOPPING) at the unit price of \$ _____ per CUBIC YARD.	40 CY	\$ _____

All bidders are charged with knowledge of and are solely responsible for complying with each and every provision of the M/WBE Ordinance in making a bid and, if awarded, in performing the work described in the Contract Documents. Failure to comply with these provisions could constitute cause for rejection of a bid or subject the selected contractor to sanctions set forth in the M/WBE Ordinance. These instructions are intended only to generally assist the bidder in preparing and submitting a compliant bid. Should any questions arise regarding specific circumstances, bidders must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (720) 913-1999.

IB-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 DenverGov.com for information, both general and project specific. The Contract Administrator assigned to this project is Diane Urbina who can be reached via email at diane.urbina@denvergov.org.

IB-28 PAYMENT PROCEDURE REQUIREMENTS

Contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (CPM System) for this Project. Bidders are urged, when preparing a bid, to contact the Textura® Corporation for pricing schedule and fees, as all fees associated with the CPM System are to be paid by the Contractor and subcontractor for billings for work performed.

IB-29 ADDITIONAL INSTRUCTION TO BIDDERS

Firms currently under contract with the City for On-Call Structural & Safety Contracts are excluded from consideration.

**REVISION OF SECTION 202
REMOVAL OF PORTIONS OF PRESENT STRUCTURE**

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

Subsection 202.01 shall include the following:

This work shall include the removal of all or portions of the following: bridge deck, abutments, piers, wing walls, rail, curb, expansion devices, cover plates, approach slabs, slope paving, and light fixtures. Removal operations shall be conducted so that there will be the least interference with public traffic using the structure.

Subsection 202.02 shall include the following:

At least 10 days before beginning bridge removal the Contractor shall submit to the Engineer details of the removal operations showing the methods and sequence of removal and equipment to be used.

All bridge rail shall be carefully dismantled and stockpiled at locations as designated. Haul for stockpiling shall not be paid for separately, but shall be included in the work.

The existing concrete shall be removed as shown on the plans or as directed by the Engineer.

All methods and equipment used to accomplish this item shall be approved by the Engineer.

Within 24 hours before new concrete is placed, the entire surface upon which new concrete bonds shall be sandblasted to roughen the surface and remove all fractured or loose particles in order to promote good bond with the new concrete.

Surface Preparation Equipment: Sandblasting equipment shall be capable of removing rust scale from reinforcing bars and removing small chips of concrete partially loosened or fractured by the scarifying or chipping operations. **Sandblasting shall be included in the work and not paid for separately.**

Pneumatic hammers heavier than nominal 15 lb. class will not be permitted unless approved by the engineer. Pneumatic hammers and chipping tools shall not be operated at an angle exceeding 60° relative to the surface of the slab. Such tools may be started in the vertical position but must be immediately tilted to 60° operating angle.

Protection of Reinforcing Steel. The Contractor shall take all steps necessary to prevent cutting or otherwise damaging reinforcing steel projecting into the removed area of concrete. All reinforcing steel damaged by the Contractor's operations shall be repaired or replaced at the Contractor's expense. All exposed reinforcing steel shall be coated with Sika® Armatec 110 EpoCem or an equivalent to be accepted by the engineer.

Deteriorating Reinforcing Steel Repair. Following sandblasting, the condition of all exposed

Contract No 201309355
2013 Safety Repairs Phase 1

2013 ON-CALL STRUCTURAL and SAFETY REPAIRS PHASE 1

reinforcing bars shall be inspected by the Engineer. If, in the opinion of the Engineer, the bars are deteriorated to less than 75 percent of their original cross section, the Contractor shall add additional bars as approved by the Engineer.

New added bars shall be lap spliced. Payment for the new reinforcement steel shall be made in accordance with section 602. If the required lap splice length cannot be utilized, a mechanical splice shall be used. The mechanical splice shall develop at least 125 percent of the specified yield strength of the bar. The Mechanical splice shall be per CDOT list of approved products. Payment for the Mechanical splice will be as per the weight of reinforcing steel for the designated lap splice for that bar size.

In subsection 202.02 delete the sixth paragraph and replace with the following:

Before beginning concrete removal operations on the existing bridge decks, a saw cut approximately one inch deep shall be made to a true line along the limits of removal. A one inch deep saw cut shall also be made along the limits of removal on all faces of monolithic concrete elements which may be visible in the completed work.

Subsection 202.12 shall include the following:

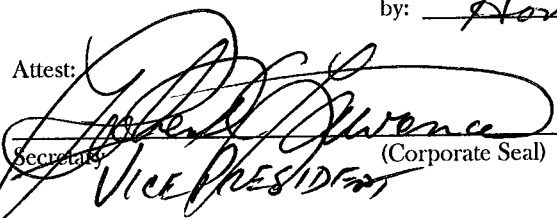
The applicable pay item shall be designated by the Summary of Quantities on the plans.

Signature of Bidder:

If an Individual: _____ doing business
as _____.

If a Partnership: _____
by: _____, General Partner.

If a Corporation: HALLMARK, INC.
a Colorado, Corporation,
by: Howard E. Hall, its President.

Attest: 
Secretary (Corporate Seal)
VICE PRESIDENT

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

Firm: _____

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

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

Firm: _____

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

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

Firm: _____

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

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



DENVER
THE MILE HIGH CITY

COMMITMENT TO MWBE OR SBE PARTICIPATION

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

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

The Bidder/Proposer is committed to a minimum of 18 % MWBE or SBE utilization on the project, and will submit Letters of Intent (LOI) for each subcontractor/subconsultant listed in the Bid Forms as follows:
Hard Bids: Three (3) business days after the bid opening
Request for Proposals: With the proposal when due

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

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

Bidder/Proposer (Name of Firm): HALLMARK, INC.

Firm's Representative (Please print): Howard E. Hall

Signature (Firm's Representative): Howard E. Hall

Title: President

Address: 5040 Tabor St.

City: Wheat Ridge

State: CO

Zip: 80033

Phone: 303-423-8005

Fax: 303-423-8025

Email: hallmark5040@

hotmail.com

A copy of the MWBE or SBE Certification must be attached.



DENVER
THE MILE HIGH CITY

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

LETTER OF INTENT (LOI)

INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Submit the attached completed checklist with this letter
 - Email to dsbo@denvergov.org, **OR**
 - Fax: 720-913-1803, **OR**
 - Hand-Delivery: Office Economic Dev. 1st Fl., "Business Assistance Center (BAC)"
- **FOR RFPs: LOIs should be submitted with Proposal.**

Contract No.:		Project Name:			
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 or DBE					
Name of Bidder/Consultant:		Self-Performing: <input type="checkbox"/> Yes <input type="checkbox"/> No		Phone:	
Contact Person:		Email:		Fax:	
Address:		City:		State:	Zip:
B. The Following Section is To Be Completed by the M/WBE, SBE or DBE, at any Tier This Letter of Intent Must be Signed by the M/WBE, SBE or DBE and Bidder/Consultant					
Name of Certified Firm:				Phone:	
Contact Person:		Email:		Fax:	
Address:		City:		State:	Zip:
Please check the designation which applies to the certified firm.		<input type="checkbox"/> MBE/WBE (✓)	<input type="checkbox"/> SBE (✓)	<input type="checkbox"/> DBE (✓)	<input type="checkbox"/> Self-Performing (✓)
Indirect Utilization: If this M/WBE, SBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:					
A Copy of the M/WBE, SBE or DBE Letter of Certification must be Attached					
Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. <u>On unit price bids only, identify which bid line items the M/WBE/SBE/DBEs scope of work or supply corresponds to.</u>					
<input type="checkbox"/> Subcontractor/Subconsultant (✓)		<input type="checkbox"/> Supplier (✓)		<input type="checkbox"/> Broker (✓)	
Bidder intends to utilize the aforementioned M/WBE, SBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE or DBE bid amount is:					
\$				%	
Consultant intends to utilize the aforementioned M/WBE, SBE or DBE for the Work/Supply described above. The percentage of the work of the total subconsultant M/WBE, SBE or DBE will perform is:					
				%	
If the fee amount of the work to be performed is requested, the fee amount, is:					
				\$	
Bidder/Consultant's Signature:				Date:	
Title:					
M/WBE, SBE or DBE or Self-Performing Firm's Signature:				Date:	
Title:					
If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.					

Letter of Intent (LOI) Checklist

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

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

Select One ✓	SUBMITTED VIA... (Bidder/Consultant is strongly urged to deliver the LOI via one of the methods 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
<input type="checkbox"/>	Hand Delivery to Office of Economic Development, 1 st Floor, "Business Assistance Center"

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

COMP-FRM-012 Revised 04/12/12



DENVER
THE MILE HIGH CITY

JOINT VENTURE AFFIDAVIT

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

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

Name of Firm:			
Print Name:	<i>WA</i>	Title	
Signature:	<i>WA</i>	Date:	

Notary Public

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

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

Notary Public

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

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

Notary Public

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

Rev 122910 JG



DENVER
THE MILE HIGH CITY

NA

JOINT VENTURE ELIGIBILITY FORM

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

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

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

Please return this form, the Joint Venture Affidavit and a copy of your Joint Venture Agreement to: Division of Small Business Opportunity, 201 West Colfax Avenue, Denver, CO 80202, at least ten (10) 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/M/W or DBE)	
Type of Work for which Certification was granted:			

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

General Information

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

JOINT VENTURE ELIGIBILITY FORM

General Information

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

NA

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

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

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

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

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

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

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

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

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

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

JOINT VENTURE ELIGIBILITY FORM

General Information

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

NA

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

Attached 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.

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

TABLE OF CONTENTS FOR CONTRACT DOCUMENTS

BID FORM AND SUBMITTAL PACKAGE	<u>PAGE</u>
Bid Form and Submittal Package (bound separately and attached as part of these Bid Documents)	
Table of Contents	BF-1
Bidder's Checklist	BF-2 through BF-3
Bid Form and Submittal Package Acknowledgment Form	BF-4 through BF-5
Bid Form	BF-6 through BF-8
List of Proposed Minority and Woman Business Enterprise(s)	BF-9 through BF-12
Commitment to Minority and Woman Business Enterprise Participation	BF-13
Minority and Woman Business Enterprise Letter(s) of Intent	BF-14 through BF-15
Joint Venture Affidavit	BF-16
Joint Venture Eligibility Form	BF-17 through BF-19
Bid Bond	BF-20
Bidder / Contractor / Vendor / Proposer Disclosure Form	BF-21 through BF-23
<u>BID DOCUMENTS</u>	
Table of Contents	BDP-1
Statement of Quantities	SQ-1 through SQ-3
Notice of Invitation for Bids	BDP-2 through BDP-3
Instructions to Bidders	BDP-4 through BDP-14
Equal Employment Opportunity Provisions	BDP-15 through BDP-25
Appendix A	
Appendix F	
Contract Form	BDP-26 through BDP-31
Index of the General Contract Conditions	BDP-32 through BDP-36
Special Contract Conditions	BDP-37 through BDP-57
Final/Partial Release and Certificate of Payment Forms (Samples)	3 pages
Performance and Payment Bond Form	2 pages
Performance and Payment Bond Surety Authorization Letter (Sample)	1 page
Notice to Apparent Low Bidder (Sample)	1 page
Notice To Proceed (Sample)	1 page
Final Receipt (Sample)	1 page
On-Call Specific Contract Forms	
1. Change Rider	1 page
2. Proposal Request	1 page
3. Proposal Request Pricing Worksheet	1 page
4. Unit Price Sheets for Proposal Request	1 page
5. Contractor Worksheet for Proposal Requests	1 page
6. Work Order	1 page
7. Work Order Change	1 page
Prevailing Wage Rate Schedule	16 pages
Index to Technical Specifications	TS-i
Technical Specifications	TS- 1 through TS-44
Detail Drawings	9 pages



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

**PROJECT NO. 201309355
2013 ON-CALL STRUCTURAL & SAFETY REPAIRS PHASE I**

STATEMENT OF QUANTITIES

Item No.	Description	Estimated Quantity
202-00203	REMOVAL OF CURB AND GUTTER	70 LF
202-00206	REMOVAL OF SIDEWALK	136 SY
202-00210	REMOVAL OF CONCRETE PAVEMENT	63 SY
202-00220	REMOVAL OF ASPHALT MAT	2,762 SY
202-00426	REMOVAL OF BRIDGE RAILING (STOCKPILE)(ALUMINUM)	31 LF
202-00505	REMOVAL OF PORTIONS OF PRESENT STRUCTURE (BRIDGE DECK 0-2 INCH)	67 SY
202-00506	REMOVAL OF PORTIONS OF PRESENT STRUCTURE (BRIDGE DECK 0-4 INCH)	67 SY
202-01002	REMOVAL OF STEEL RAIL	266 LF
202-04002	CLEAN CULVERT	266 LF
203-00000	UNCLASSIFIED EXCAVATION	55 CY
203-00100	MUCK EXCAVATION	31 CY
206-00000	STRUCTURE EXCAVATION	84 CY
206-00065	STRUCTURE BACKFILL (FLOW-FILL)	47 CY
206-00100	STRUCTURE BACKFILL (CLASS 1)	76 CY
304-06000	AGGREGATE BASE COURSE (CLASS 6)(CIP)	47 TON
403-00721	HOT BITUMINOUS PAVEMENT (PATCHING)(ASPHALT)	23 TON
403-35400	HOT BITUMINOUS PAVEMENT (GRADING SX) (109)	346 TON
412-00600	6 INCH CONCRETE PAVEMENT	63 SY
412-00800	8 INCH CONCRETE PAVEMENT	76 SY
412-01000	10 INCH CONCRETE PAVEMENT	63 SY
506-00212	RIPRAP (12 INCH)	76 CY
506-00218	RIPRAP (18 INCH)	73 CY
512-02002	CLEAN BEARINGS	67 EA
513-00620	CLEAN DECK DRAINS	44 EA
514-00000	SCHEDULE 40 PIPE (2-INCH DIA.)(GALVANIZED)	100 LF
514-00200	FABRICATION AND INSTALLATION OF PEDESTRIAN RAILING (STEEL)(NEW)	500 LF
514-00201	PAINTING OF PEDESTRIAN RAILING (STEEL)(NEW)	500 LF
514-01018	FABRICATION AND INSTALLATION OF STEEL SECURITY BARRIER	100 LF
514-01019	PAINTING OF STEEL SECURITY BARRIER	100 LF



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

**PROJECT NO. 201309355
2013 ON-CALL STRUCTURAL & SAFETY REPAIRS PHASE I**

STATEMENT OF QUANTITIES

Item No.	Description	Estimated Quantity
515-00120	WATERPROOFING (MEMBRANE)(REPAIR)	1,500 SY
515-00400	CRACK SEALER	2,500 SY
518-01004	BRIDGE EXPANSION DEVICE (0-4 INCHES)	200 LF
519-01050	CONCRETE DECK SEALER (EPOXY RESIN)	6,000 SF
601-03540	CONCRETE CLASS DT (DECK TOPPING)	40 CY
601-06100	CONCRETE (PATCHING)	51 CY
601-07001	CONCRETE CLASS B	56 CY
601-10100	MUD JACKING (FURNISHED)	36 CY
601-10500	SLAB JACKING (FOAM METHOD)	594 LB
602-00000	REINFORCEMENT STEEL	1,400 LB
602-00020	REINFORCEMENT STEEL (EPOXY COATED)	1,300 LB
606-00302	TYPE 3 RAILING (6' 3" POST SPA)	200 LF
607-53160	FENCE CHAIN LINK (60 INCH)	112 LF
608-00000	CONCRETE SIDEWALK	80 SY
608-00010	CONCRETE CURB RAMP	31 SY
609-21020	CURB AND GUTTER (TYPE II)	70 LF
614-85115	TRAFFIC IMPACT ATTENUATOR (SCI SMART CUSHION)	4 EA
630-00000	FLAGGING	500 HR
630-00002	TRAFFIC CONTROL SUPERVISOR	50 DAY
630-80336	BARRICADE (3 M-B) (TEMPORARY)	24 PER EACH PER DAY
630-80341	CONST. TRAFFIC SIGN (PANEL SIZE A)	80 PER EACH PER DAY
630-80342	CONST. TRAFFIC SIGN (PANEL SIZE B)	225 PER EACH PER DAY
630-80343	ADVANCED WARNING FLASHING OR SEQUENCING ARROW PANEL (C TYPE)	39 PER EACH PER DAY
630-80354	VERTICAL PANEL (WITH LIGHT) (STEADY BURN)	98 PER EACH PER DAY
630-80355	PORTABLE MESSAGE SIGN PANEL	11 PER EACH PER DAY
630-80364	DRUM CHANNEL DEVICE(WITH LIGHT)(STEADY BURN)	210 PER EACH PER DAY



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

**PROJECT NO. 201309355
2013 ON-CALL STRUCTURAL & SAFETY REPAIRS PHASE I**

STATEMENT OF QUANTITIES

Item No.	Description	Estimated Quantity
630-80370	CONCRETE BARRIER (TEMPORARY)	11 EA
630-80372	CONCRETE BARRIER (TAPERED END SECTION)(12 FOOT)	11 EA
630-80375	CONCRETE BARRIER (TEMPORARY)(INSTALL ONLY)	16 EA
630-80380	TRAFFIC CONE	1,000 PER EACH PER DAY
700-70052	MANLIFT	12 DAY

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

NOTICE OF INVITATION FOR BIDS
FOR CONTRACT NO. 201309355

2013 ON-CALL STRUCTURAL AND SAFETY REPAIRS PHASE I

BID SCHEDULE:
11:00 AM, Local Time
FEBRUARY 15, 2013

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

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

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

GENERAL STATEMENT OF WORK:

The Work contemplated hereunder shall generally consist of all work, including labor, materials, supplies and equipment necessary to satisfactorily complete, as yet to be determined, discrete structural and safety repair projects on transportation facilities located within the City and County of Denver (the "Projects"). Miscellaneous repair and rehabilitation work for various locations involving bridges, culverts, walls, etc. throughout the City and County of Denver. Each of these Projects shall be separately scoped, designed (as necessary), priced, authorized and completed under the direct oversight of the Transportation Division of the Department of Public Works. The selected contractor shall have all necessary resources available, on an as needed basis, to complete each such Project when directed by the Division during the 18 month term of the contract, in accordance with the terms and conditions of the On Call Contract Documents.

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

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

MAXIMUM CONTRACT AMOUNT:

The total cost of all Works performed under this contract shall not exceed **Nine Hundred Eighty Thousand Three Hundred and Eighty Four Dollars and No Cents (\$980,384.00)** during the 18 month term of the contract. Each project will be assigned and authorized separately and no authorized Project cost will exceed **One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00)**.

TEXTURA CONSTRUCTION PAYMENT MANAGEMENT:

Bidders are urged, when preparing a bid, to contact the Textura® Corporation 866-TEXTURA www.texturacorp.com for pricing schedule and fees, as all fees associated with the CPM System are to be paid by the Contractor and subcontractors for billings for work performed.

DOCUMENTS AND BID INFORMATION AVAILABLE:

Contract Documents complete with Technical Specifications and construction drawings, if applicable will be available on the first day of publication at: www.work4denver.com to download digital Contract Documents at a cost of \$10.00 per download (eBid Document Number #2394500). Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance.

PRE-BID CONFERENCE:

A pre-bid conference will be held for this Project at 10:00 AM, local time, on January 22, 2013. This meeting will take place 201 W Colfax Ave Room 4.I.5, Denver, CO 80202.

DEADLINE TO SUBMIT QUESTIONS: February 6th, 2013 by 3:00 P.M. local time.

PREQUALIFICATION REQUIREMENTS: NONE

MINORITY AND WOMAN BUSINESS ENTERPRISE PARTICIPATION:

Construction, reconstruction and remodeling contracts made and entered into by the City and County of Denver are subject to Article III, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, (Sections 28-31 to 29-36 and 28-52 to 28-90 D.R.M.C) and all Minority and Woman Business Enterprise and Equal Employment Opportunity Rules and Regulations adopted by the Director of the Division of Small Business Opportunity.

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

18% Minority and Woman Business Enterprise (M/WBE) Participation

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

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

MISCELLANEOUS:

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

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

Publication Dates: January 15,16,17, 2013
Published In: The Daily Journal

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

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

INSTRUCTIONS TO BIDDERS

IB-1 INSTRUCTION TO BIDDERS

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

IB-2 BIDDING

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

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

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

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

IB-3 CONTRACT DOCUMENTS AS PUBLISHED BY CITY

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

IB-4 COMPLETING AND SIGNING THE BID FORMS

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

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

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

IB-5 UNACCEPTABLE BIDS

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

IB-6 INFORMAL AND UNBALANCED BIDS

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

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

Bids for any work item that are deemed unbalanced or unreasonable so as to disproportionate to reasonable approximations or estimates of the work item or items that do not reasonably carry its own proportion of cost or that contain inadequate or unreasonable prices for any item may be rejected. Bids which have not acknowledged all addenda to the Contract Documents issued for this bid may also be rejected.

The 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 proper bid guarantee, satisfying all of the requirements specified herein and on the form provided herein shall render the bid nonresponsive and may constitute cause for rejection.

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

IB-9 NOT USED

IB-10 INCONSISTENCIES

Any seeming inconsistencies or ambiguities between different provisions of the Contract Documents or any point which the bidder believes requires a decision or interpretation by the City must be inquired into by the bidder by addressing a formal written communication to the Manager of Public Works and sending or delivering it to the

offices of the Division of Public Works advertising this Project for bid at least forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, before the time set for the opening of bids

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

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

IB-11 WITHDRAWAL OF BID

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

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

IB-12 CONTRACTOR'S BULLETIN BOARD

It shall be conclusively presumed that the bidder has, before submitting any bid, read and shall take full responsibility for all addenda, posted decisions, and other information relevant to the bid posted by the City on the Contractor's Bulletin Board. The Contractor's Bulletin Board is located on the 2nd floor at 201 W. Colfax Avenue, Denver, CO 80202.

IB-13 PRE-BID MEETING

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

IB-14 ADDENDA

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

IB-15 BID OPENING

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

IB-16 EVALUATION OF BIDS AND BASIS OF BID SELECTION

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

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

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

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

IB-17 NOTICE TO APPARENT LOW BIDDER

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

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

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

IB-18 EXECUTION OF CONTRACT

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

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

IB-19 BONDING REQUIREMENTS

In accordance with the provisions of General Contract Conditions, Title 15, PERFORMANCE AND PAYMENT BONDS, the minimum bonding requirements for this Contract are set forth in the form **CITY AND COUNTY OF DENVER PERFORMANCE AND PAYMENT BOND** contained in the Special Conditions Section of the

Contract Documents. Upon receipt of Notice to Apparent Low Bidder, the apparent low bidder must cause this form bond to be purchased, executed and furnished, along with appropriate Powers of Attorney and a surety authorization letter (in form similar to the one attached), to the City.

IB-20 INSURANCE REQUIREMENTS

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

IB-21 PERMITS AND LICENSES

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

IB-22 WAGE RATE REQUIREMENTS

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

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

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

IB-23 TAX REQUIREMENTS

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

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

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

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

IB-24 DISCLOSURE OF PRINCIPALS

Pursuant to D.R.M.C. 20-69, any bid in excess of \$100,000.00 must be accompanied by a separate detachable page setting forth the following information:

- (1) The name of any officer, director, owner or principal of the business entity, including identity of any shareholder who owns or controls 5% or more of the business entity, and either 1) the names of his or her spouse, and children under eighteen years of age; or 2) a statement that he or she or his or her spouse, or children, if any, under the age of eighteen have or have not made a contribution, as defined in D.R.M.C. 15-32, or contribution in kind, as defined in D.R.M.C. 15-32, to any candidate, as defined in D.R.M.C. 15-32, during the last five years and identifying by name himself or herself or any spouse or child under the age of eighteen who has made such a contribution or contribution in-kind to a candidate.
- (2) The names of any subcontractors or suppliers whose share of the bid exceeds \$100,000.00 of the contract or formal bid amount.
- (3) The names of any unions with which the bidder has a collective bargaining agreement.

If the total bid amount is in excess of \$500,000.00, the information required in (1) above must be provided at the time of bid submittal, and the information required in (2) and (3) must be submitted in a timely fashion prior to award. The list of subcontractors required by this instrument is different and separate from the bidding list required on BF-4.

If the total bid amount is less than \$500,000.00 but more than \$100,000.00, such information must be provided prior to award of the contract. Failure to provide the required information in a timely fashion shall render any bid to which D.R.M.C. 20-69 applies non-responsive.

While a bidder or supplier who has already disclosed such information need not provide such information with a second or subsequent bid or proposal unless such information has changed, it shall be the responsibility of each such bidder or proposer to verify that such information is still current as of the date of such subsequent bid or proposal and is in fact on file with the City Clerk.

A form which may be used for such disclosure is contained in the Special Conditions Section of the Contract Documents. The form is entitled: Bidder/Contractor/Vendor/Proposer Disclosure. Failure to provide or update the required information in a timely fashion shall render any bid to which D.R.M.C. 20-69 applies non-responsive.

IB-25 MINORITY AND WOMAN BUSINESS ENTERPRISE (M/WBE) REQUIREMENTS

Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 29-36 and 28-52 – 28-90 D.R.M.C. and referred to in these Bid Documents as the "M/WBE Ordinance" and any Rules or Regulations promulgated pursuant thereto apply to this Project and are incorporated into these Bid Documents by reference. Generally, the M/WBE Ordinance provides for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity (DSBO), devised to provide increased bidding opportunities for Minority and Woman Business Enterprises (M/WBEs). As such, each bidder must comply with the terms and conditions of the M/WBE Ordinance in making its bid and, if awarded the Contract, in performing all Work hereunder. A bidder's failure to comply with the M/WBE Ordinance, any Rules or Regulations promulgated pursuant thereto, or any additional requirement contained herein shall render the bid non-responsive and shall constitute cause for rejection. Failure by the contractor awarded the contract to

comply with M/WBE Ordinance requirements during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor, as deemed appropriate by DSBO. Copies of the M/WBE Ordinance and its accompanying Rules and Regulations are available for the use and review of bidders from DSBO. In order to comply with the bid requirements of the M/WBE Ordinance, a bidder shall either meet the established project goal or, in the alternative, demonstrate that the bidder has made sufficient good faith efforts to meet the goal in accordance with the M/WBE Ordinance.

Meeting Established Goal

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

1. Under the M/WBE Ordinance, the Director of DSBO ("Director") is directed to establish project goals for expenditures on construction, reconstruction, and remodeling work performed for the City and County of Denver. The specific goal for this project is stated in the Notice of Invitation for Bids bound herein.
2. In preparing its bid, each bidder shall list on the Bid Form pages entitled "List of Proposed MWBE or DBE Bidders, Subcontractors, Suppliers, Manufacturers, Manufacturers' Representatives or Brokers" the name, address, work description/supply, committed level of participation and other required information for each M/WBE of any tier which the bidder intends to use in performing the work on this Project. **Only the M/WBEs identified and the precise levels of participation listed for each on the Bid Form page, at the time of bid opening, will be considered in determining whether the bidder has met the designated participation goal. Additional, revised or corrected participation submitted after bid opening will not be considered.** M/WBE bidders may count self-performance or joint venture activity in meeting the M/WBE project goal, but only for the scope of work performed as a commercially useful function and at a percentage level the M/WBE will be performing itself.
3. All M/WBEs listed on the Bid Form must be properly certified by the City on or before the date bids are opened in order to count towards meeting the designated goal. DSBO maintains an M/WBE Directory ("Directory"), which is a current listing of M/WBEs that have been certified by the City. A copy of the DSBO Directory is located at DSBO web site at DSBO Compliance. Bidders are encouraged to use the Directory to assist in locating M/WBEs for the work and supplies required on the Project. Bidders are reminded that changes may be made to the Directory at anytime in accordance with the City's M/WBE Ordinance and procedures established to administer this program and a current copy of the Directory must always be used in preparing a bid. M/WBE certification or listing in the Directory is not a representation or warranty by the City as to the qualifications of any listed M/WBE.
4. In accordance with the provisions of the M/WBE Ordinance, DSBO will evaluate each bid to determine the responsiveness of the bid to the requirements of the M/WBE Ordinance. In determining whether a bidder's committed level of participation meets or exceeds the stated M/WBE goal, DSBO shall base its calculation of applicable amounts and percentages on the total base bid amount, not including any listed alternates, of each bid as follows:
 - a. The bid information provided by the agency will be used to determine the total base bid amount of each bid. Each bidder's total base bid amount will be multiplied by the M/WBE percentage established for the project to determine the exact dollar amount of required M/WBE participation for the Project. This amount will then be compared against the exact dollar amounts for the M/WBE committed for participation by the bidder. If the total dollar amount of participation listed meets or exceeds the established M/WBE dollar amount goal listed, then DSBO will determine that the goal has been met.
 - b. In addition, DSBO will determine the exact commitment percentage for each listed M/WBE by dividing the dollar amount listed for each M/WBE by the total base bid dollar amount submitted by the bidder. These individual percentages, when totaled for all listed M/WBE, will establish the total committed percentage level of M/WBE participation that the bidder must comply with during the life of the contract. In all cases, the committed percentage level of M/WBE participation must equal or exceed the assigned M/WBE goal for the Project.

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

Good Faith Effort.

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

- 1. If the bidder or proposer has not fully met the project goal as provided in section 28-60, then it shall demonstrate that it has made good faith efforts to meet such goal. The bidder or proposer shall furnish to the director, within three (3) working days after bid opening by the City or on or before the time of

the final project-specific proposal submitted to and authorized by the City pursuant to a competitive selection process, or bid selection by a private owner, a detailed statement of its good faith efforts to meet the project goal set by the director. This statement shall address each of the items in subsection (b) and any additional criteria that the director may establish by rule or regulation consistent with the purposes of this division 3. Good faith efforts must be demonstrated to be meaningful and not merely for formalistic compliance with this Division 3. The scope and intensity of the efforts will be considered in determining whether the bidder or proposer has achieved a good faith effort.

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

bidder or proposer shall be guided by the definition of qualified in section 28-54(42), but evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its conclusion. A bidder's or proposer's industry standing or group memberships may not be the cause of rejection of an MBE or WBE. A bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.

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

Continuing Commitments.

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

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

All bidders are charged with knowledge of and are solely responsible for complying with each and every provision of the M/WBE Ordinance in making a bid and, if awarded, in performing the work described in the Contract Documents. Failure to comply with these provisions could constitute cause for rejection of a bid or subject the selected contractor to sanctions set forth in the M/WBE Ordinance. These instructions are intended only to generally assist the bidder in preparing and submitting a compliant bid. Should any questions arise regarding specific circumstances, bidders must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (720) 913-1999.

IB-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 DenverGov.com for information, both general and project specific. The Contract Administrator assigned to this project is Diane Urbina who can be reached via email at diane.urbina@denvergov.org.

IB-28 PAYMENT PROCEDURE REQUIREMENTS

Contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (CPM System) for this Project. Bidders are urged, when preparing a bid, to contact the Textura® Corporation for pricing schedule and fees, as all fees associated with the CPM System are to be paid by the Contractor and subcontractor for billings for work performed.

**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
ENGINEERING DIVISION

APPENDIX A

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

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

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

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

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

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

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

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

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

/s/

Manager of Public Works
City and County of Denver

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

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

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

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

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

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

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

3. NON - DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

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

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

C. OBLIGATIONS APPLICABLE TO CONTRACTORS:

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

D. GENERAL REQUIREMENTS:

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

A subcontractor's failure to comply will be treated in the same manner as such failure by a prime contractor.

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.
2. The Contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.
3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.
4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.
5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, City and County Building, Room 379, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

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

CONTRACT NO. 201309355

2013 ON-CALL STRUCTURAL AND SAFETY 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

**Hallmark, Inc
5040 Tabor Street
Wheat Ridge, CO 80033**

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

WITNESSETH, Commencing on **January 15, 2013**, 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. 201309355
2013 ON-CALL STRUCTURAL AND SAFETY
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
Commitment to M/WBE Participation
Article III, Division 1 and 3 of Chapter 28, D.R.M.C.
Bid Bond
Addenda (as applicable)
Equal Employment Opportunity Provisions (Appendix A and Appendix F)
Bid Form
Contract Form
General Contract Conditions
Special Contract Conditions*

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

2. SCOPE OF WORK:

The Work contemplated hereunder shall generally consist of all work, including labor, materials, supplies and equipment, necessary to satisfactorily complete, as yet to be identified, discrete structural and safety repair projects on transportation facilities located within the City and County of Denver (the "Projects"). Miscellaneous repair and rehabilitation work for various locations involving bridges, culverts, walls, etc. throughout the City and County of Denver. Each of these Projects shall be separately scoped, designed (as necessary), priced, authorized and completed under the direct oversight of the Transportation Division of the Department of Public Works. The selected contractor shall have all necessary resources available, on an as needed basis, to complete each such Project when directed by the Division during the one (1) year term of the contract, in accordance with the terms and conditions of the On Call Contract Documents.

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

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

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

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

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

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

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

3. TERMS OF PERFORMANCE

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

4. TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under each authorized Work Order in accordance with the General Contract Conditions and Special Contract Conditions. In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed the maximum contract amount specified herein.

5. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of the Work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status,

sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

6. COMPLIANCE WITH M/WBE REQUIREMENT

This Contract is subject to all applicable provisions of Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 28-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the “M/WBE Ordinance”. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 of the D.R.M.C., to maintain throughout the duration of this Contract, compliance with the level of minority and Woman business enterprise participation, upon which the City approved the award of this Contract to the Contractor and the Contractor further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the M/WBE Ordinance shall subject the Contractor to sanctions in accordance with Section 28-77 of the D.R.M.C. Nothing contained in this provision or in the M/WBE Ordinance shall negate the City's right to prior approval of subcontractors, or substitutes therefore, under this Contract

7. WAGE RATE REQUIREMENTS

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

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 that 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 that 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. DISPUTE RESOLUTION PROCESS

It is the express intention of the parties to this Contract that all disputes of any nature whatsoever regarding the Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, D.R.M.C., or, as applicable, Section 28-33 D.R.M.C. for Minority/Woman Business Enterprise disputes. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or suppliers.

13. CONTRACT BINDING

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

14. PARAGRAPH HEADINGS

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

15. SEVERABILITY

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

16. MAXIMUM CONTRACT AMOUNT AND TERM

The maximum Contract Amount to be paid by the City to the Contractor for all Work performed under this Contract shall in no event exceed the sum of Six Hundred Seventy-Eight Thousand Three Hundred Sixty-Nine Dollars and No Cents (\$678,369.00) unless this Contract is modified to increase said amount by a duly authorized, written contract amendment mutually agreeable to and executed by the parties hereto. The term of this agreement shall be one (1) year from the date of execution of this Contract. Any work order issued prior to the expiration of the term shall be performed to completion, even if such performance extends beyond the expiration date and the term of the contract shall be extended to accommodate completion of all outstanding work orders. Additionally, the contract may be extended by a mutually agreeable contract amendment initiated at the sole discretion of the City. Each project will be assigned and authorized separately and no authorized Project cost will exceed One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00).

17. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

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

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

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: 201309355

Vendor Name: <<insert Vendor Name here>>

By: Howard E. Hall

Name: Howard E. Hall
(please print)

Title: President
(please print)

ATTEST: [if required]

By: Robert C. Lawrence

Name: ROBERT C. LAWRENCE
(please print)

Title: VICE PRESIDENT
(please print)

<<insert generated bar code here>>



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

General Contract Conditions

INDEX

TITLE 1

DEFINITIONS.....	1
101 CITY.....	1
102 CONTRACT.....	1
103 CONTRACT AMOUNT.....	1
104 CONTRACT DOCUMENTS.....	1
105 CONTRACT TIME.....	1
106 CONTRACTOR.....	2
107 CONTRACTOR PERSONNEL.....	2
108 DAYS.....	2
109 DEPUTY MANAGER.....	2
110 DESIGNER.....	2
111 FINAL COMPLETION.....	2
112 MANAGER.....	3
113 PRODUCT DATA.....	3
114 PROJECT.....	3
115 PROJECT MANAGER.....	3
116 SAMPLES.....	3
117 SHOP DRAWINGS.....	3
118 SUBCONTRACTOR.....	3
119 SUBSTANTIAL COMPLETION.....	3
120 SUPPLIER.....	4
121 WORK.....	4

TITLE 2

CITY ADMINISTRATIVE ORGANIZATIONS; LINE OF AUTHORITY.....	5
201 DEPARTMENT OF AVIATION.....	5
202 MANAGER OF AVIATION.....	5
203 DEPARTMENT OF PUBLIC WORKS.....	5
204 MANAGER OF PUBLIC WORKS.....	5
205 BUILDING INSPECTION.....	5
206 ZONING.....	5
207 DIVISION OF SMALL BUSINESS OPPORTUNITY.....	6
208 CITY AUDITOR.....	6
209 MANAGER OF FINANCE.....	6
210 CITY ATTORNEY.....	6
211 OFFICE OF RISK MANAGEMENT.....	6
212 CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY.....	6
213 CITY'S COMMUNICATION WITH THE CONTRACTOR.....	7

TITLE 3

CONTRACTOR PERFORMANCE AND SERVICES..... 8

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

TITLE 4

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

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

TITLE 5

SUBCONTRACTS24

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

TITLE 6

TIME OF COMMENCEMENT AND COMPLETION..... 27

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

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

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

TITLE 22
CITY'S RIGHT TO TERMINATE THE CONTRACT76
2201 TERMINATION OF CONTRACT FOR CAUSE76
2202 TERMINATION OF CONTRACT
FOR CONVENIENCE OF THE CITY77

TITLE 23
MISCELLANEOUS PROVISIONS.....80
2301 PARTIES TO THE CONTRACT.....80
2302 FEDERAL AID PROVISIONS.....80
2303 NO WAIVER OF RIGHTS80
2304 NO THIRD PARTY BENEFICIARY80
2305 GOVERNING LAW; VENUE.....81
2306 ABBREVIATIONS81
2307 STATUTE OF LIMITATIONS IN C.R.S. § 13-80-102(1)(h)81

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

SPECIAL CONTRACT CONDITIONS

SC-1 CONSTRUCTION SPECIFICATIONS

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

City and County of Denver:

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

Transportation Standards and Details for the Engineering Division

City and County of Denver Traffic Standard Drawings

Wastewater Management Division

– *Standard Detail Drawings*

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

Colorado Department of Transportation:

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

Federal Highway Administration:

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

Building & Fire Codes:

Building Code of the City and County of Denver

(International Building Code 2006 Series, City and County of Denver Amendments 2006)

National Fire Protection Association Standards

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

The aforementioned City and County of Denver documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5th floor), Denver, CO 80202. The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available at: http://www.denvergov.org/dpw_contract_admin/ContractAdministration/ContractorReferenceDocuments/tabid/440535/Default.aspx. *Transportation Standards and Details for the Engineering Division* and the Wastewater Management Division – *Standard Detail Drawings*, are available at <http://www.denvergov.org>.

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

The *Manual on Uniform Traffic Control Devices for Streets & Highways* is available for review at the Federal Highway Administration Website at: www.fhwa.dot.gov. 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 (the "Director") 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 Director the authority necessary to undertake those responsibilities under this Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

Denver Department of Public Works / Transportation Division,

<u>Project Manager</u>		<u>Telephone</u>
City Project Manager	Michael Lopez	(720) 913-4511

SC-6 LIQUIDATED DAMAGES

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

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

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

SC-7 SUBCONTRACTS

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

SC-8 RESERVED

SC-9 PAYMENTS TO CONTRACTORS

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

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Public Works/Engineering Division	Jim Barwick	720.913.4535

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

1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.
3. The Contractor shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.

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

DEPARTMENT OF PUBLIC WORKS
Engineering Division

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

(PROJECT NO. and NAME)

Date: _____, 20__.

(NAME OF CONTRACTOR)

Subcontract #: _____.

(NAME OF SUBCONTRACTOR/SUPPLIER)

Subcontract Value: \$ _____.

Last Progress Payment: \$ _____.

Date: _____.

Check Applicable Box:

MBE WBE

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: _____



DENVER
THE MILE HIGH CITY

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. 807
Denver, CO 80202
Phone: 720-913-1999
Fax: 720-913-1803
dsbo@denvergov.org

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMP-REF-031

Rev 032211 JG

SC-10 CONTRACT FORMS

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

1. Performance and Payment Bond
2. Performance and Payment Bond Surety Authorization Letter

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

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

SC-11 CONSTRUCTION INSPECTION BY THE CITY

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

1701 Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the General Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

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

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

SC-12 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

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

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

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

SC-14 DEBARRED SUBCONTRACTORS PROHIBITED

The Contractor is prohibited from hiring any subcontractor currently debarred by the City in accordance with section 20-77 of the Denver Revised Municipal Code.

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

The Contractor specifically waives all 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 does not bill City staff 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

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

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

This form can be found at:

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

ON-CALL SPECIFIC SPECIAL CONDITIONS:

SC-19 PERFORMANCE OF WORK, AS DIRECTED BY THE CITY

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

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

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

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

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

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

SC-20 PERFORMANCE AND PAYMENT BOND

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

A Performance and Payment Bond, in the form included in these Contract Documents, shall be furnished covering all Work performed hereunder. An initial bond in the amount of **Six Hundred Seventy-Eight Thousand Three Hundred Sixty-Nine Dollars and No Cents (\$678,369.00)** shall be provided at the time of Contract execution. In the event the dollar amount of Work to be performed exceeds this amount on any given Work Order, the Contractor shall provide properly executed bond Change Riders, also in the form included in these Contract Documents immediately after this provision, in the amount(s) of any additional Work Orders issued hereunder.

SC-21 PROPOSAL REQUEST PRICING

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

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

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

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

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

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

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

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

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

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

SC-22 WORK ORDERS

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

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

SC-23 WORK ORDER NOTICE TO PROCEED

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

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

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

SC-24 PROGRESS PAYMENTS FOR WORK ORDERS

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

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

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

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

SC-25 WORK ORDER CHANGES

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

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

SC-26 WORK ORDER CLOSE-OUT

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

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

SC-27 CONTRACT CLOSE-OUT

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

SC-28 OTHER ON-CALL CONSTRUCTION SERVICES CONTRACTS

In the event the City elects to bid other Construction Services Contracts during the performance period specified herein, the parties specifically agree that the Contractor will not submit a bid or enter into a contract for such Contracts until such time as the City issues to the Contractor written notification that not further Work Orders will be issued hereunder, as provided for in SC-19 CONTRACT CLOSE-OUT.

SC-29 ON-CALL SPECIFIC CONTRACT FORMS

The following listed and attached "Contract Forms" shall be detached and utilized in accordance with the Contract Documents. (*forms located at the end of this section, behind title sheet labeled "SC-29 On-Call Specific Contract Forms"*)

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

SC-30 EMERGENCY REPAIRS

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

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

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

Bond# 100972753

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Hallmark, Inc 5040 Tabor Street Wheat Ridge, CO 80033, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and American Contractors Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of CA, 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 SSix Hundred Seventy-Eight Thousand Three Hundred Sixty-Nine Dollars and No Cents. (\$678,369.00), 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. 201309355 2013 ON-CALL STRUCTURAL AND SAFETY 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;

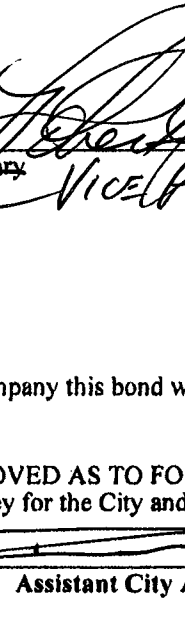
PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the 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
11th day of March, 2013

Attest:


Secretary
VICE PRESIDENT

Hallmark, Inc.

Contractor

By: Howard E. Hall
President

American Contractors Indemnity Company

Surety

By: Charles J. Schultz
Attorney-In-Fact
Charles J Schultz

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

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

By: [Signature]
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

By: [Signature]
MAYOR
By: [Signature]
MANAGER OF PUBLIC WORKS

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Charles J. Schultz of Littleton, Colorado

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****One Million***** Dollars (\$ **1,000,000.00**).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



[Signature] Daniel P. Aguilar, Vice President

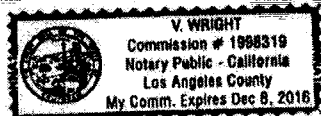
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this ___ day of ___.

Corporate Seals

Bond No. 100972753 Agency No. 18020



[Signature] Jeannie Lee, Assistant Secretary



CJS Bonds, LLC
9956 W Remington Pl Ste A10 #367
Littleton, CO 80128
720-236-8245
Charles@CJSBonds.com

SURETY AUTHORIZATION

March 6, 2013

City and County of Denver
Dept of Public Works
201 W Colfax Ave
Denver, CO 80202

Re: Hallmark, Inc.

Contract Number: 201309355
Project Name: 2013 On-Call Structural and Safety Repairs Phase 1
Contract Amount: \$678,369.00
Bond Number: 100972753

To Whom It May Concern:

The above captioned performance and payment bonds were issued through this agency for the American Contractors Indemnity Company on March 6, 2013. We hereby authorize the City and County of Denver Department of Public Works to date the bonds and powers of attorney to coincide with the contract dates of the above captioned contract.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles J. Schultz", is written over a horizontal line.

Charles J Schultz
Attorney-In-Fact, American Contractors Indemnity Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2013

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

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

PRODUCER Moreton & Company 4600 S. Ulster St., Ste. 380 Denver, CO 80237	CONTACT NAME: _____
	PHONE (A/C, No, Ext): 303-385-2100
	FAX (A/C, No): _____
	E-MAIL ADDRESS: _____
INSURER(S) AFFORDING COVERAGE	
	NAIC #
	INSURER A :Pinnacle Assurance
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :


INSURED Hallmark, Inc. c/o DHR Colorado, LLC 600 Grant Street, Suite 700 Denver, CO 80203
--

COVERAGES **CERTIFICATE NUMBER:**A4JDCQHU **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4092140	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Contract # 201309355 2013 On-Call Structural & Safety Repairs Phase 1

CERTIFICATE HOLDER City and County of Denver Department of Public Works 201 W. Colfax Ave Dept 614 Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER: USI Insurance Services LLC-SCL, Phoenix Office, P.O. Box 10067, Phoenix, AZ 85064. CONTACT NAME: INSURER(S) AFFORDING COVERAGE: INSURER A: Charter Oak Fire Insurance Comp, INSURER B: Travelers Property Casualty Co, INSURER C: Travelers Property Casualty Co, INSURER D: Charter Oak Fire Company, INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR VVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, and Leased/Rented Equipment.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: Project #201309355, 2013 On-Call Structural & Safety Repairs Phase 1. The General Liability and Automobile Liability policies includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to City and County of Denver, its elected and appointed officials, employees and volunteers, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability (See Attached Descriptions)

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

DESCRIPTIONS (Continued from Page 1)

policy contains a special endorsement with Primary and Noncontributory wording. The General Liability and Automobile Liability policies includes a Waiver of Subrogation endorsement in favor of Additional Insureds as referenced above.

CGD316 11/11; CGD246 08/05; CGD211 01/04; CGD420 07/08; CAT420 07/10



Department of Public Works
Engineering Department

201 W. Colfax Avenue
Denver, CO 80202
www.denvergov.org/PublicWorks

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

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

Assistant City Attorney
Denver, Colorado 80202

RE: (Company name)

Contract No: 201309355
Project Name: 2013 ON-CALL STRUCTURAL AND SAFETY REPAIRS PHASE I
Contract Amount: _____
Performance and Payment Bond No.: _____

Dear Assistant City Attorney:

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

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

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

Thank you.

Sincerely,





DENVER
THE MILE HIGH CITY

Department of Public Works
Engineering Department

201 W. Colfax Avenue
Denver, CO 80202
www.denvergov.org/PublicWorks

NOTICE OF APPARENT LOW BIDDER
(SAMPLE)

Current Date

To:

Gentlemen:

The MANAGER OF PUBLIC WORKS has considered the Bids submitted on February 15, 2013 for work to be done and materials to be furnished in and for:

PROJECT No. 201309355 2013 ON-CALL STRUCTURAL AND SAFETY 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., 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. Insurance Certificates: General Liability and Automotive Liability, Workman's Compensation and Employer Liability; or any other coverage required by the contract; and
- b. One original plus four copies of the Power of Attorney relative to Performance and/or Payment Bond;

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

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



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

PROJECT NO. 201309355

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
THE MILE HIGH CITY

Department of Public Works
Engineering Department

201 W. Colfax Avenue
Denver, CO 80202
www.denvergov.org/PublicWorks

Certificate of Contract Release
(SAMPLE)

Date

Name
Company
Street
City/State/Zip

RE: Certificate of Contract Release for
201309355, 2013 ON-CALL STRUCTURAL AND SAFETY 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

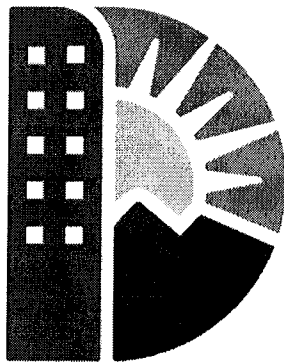
Date Signed

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.



CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER[®]
THE MILE HIGH CITY

DEPARTMENT OF PUBLIC WORKS

SC-31 ON-CALL SPECIFIC CONTRACT FORMS

Contract No. 201309355

**2013 ON-CALL STRUCTURAL & SAFETY
REPAIRS PHASE I**

JANUARY 15, 2013



Department of Public Works
Engineering Department
201 W. Colfax Avenue
Denver, CO 80202
www.denvergov.org/PublicWorks

CHANGE RIDER

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

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

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

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

Executed this _____ day of _____, 2013.

(Contractor)

(Surety)

Approved for the City and County of Denver

By: _____



Department of Public Works
Engineering Department
201 W. Colfax Avenue
Denver, CO 80202
www.denvergov.org/PublicWorks

PROPOSAL REQUEST

CONTRACT NO. 201309355 – 2013 On-Call Structural & Safety Repairs Phase I

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

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

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

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

Description:

Note: All work shall be performed under Annual Contract No. **201309355** dated _____, 2013.
Liquidated Damages for this Project will be \$500 per day.)

Proposal Request Pricing Worksheet to be returned by _____, 2013.

Attachments:

ISSUED BY: _____
PUBLIC WORKS/TRANSPORTATION/PROJECT MANAGEMENT OFFICE

cc:

PROPOSAL REQUEST PRICING WORKSHEET

CONTRACT NO. 201309355

2013 On-Call Structural & Safety Repairs Phase I

CITY & COUNTY OF DENVER

CITY ENGINEERING, PROJECT MANAGEMENT OFFICE

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

CONTRACTOR: _____

PROPOSAL REQUEST NO.: _____

CONTRACT NO. _____

WORK ORDER NO.: _____

PROJECT NAME: _____

DATE: _____

UNIT PRICES:

Provide Unit Price Sheets for Proposal Requests, identifying applicable unit prices

ITEM NO	ITEM DESCRIPTION	TOTALS
BID UNIT PRICE SUBTOTAL		

SUBCONTRACTORS - Provide Subcontractor Worksheets for each subcontractor.

		TOTALS
13		
14		
15		
16		
17		
18		
19		
20		
21	SUBCONTRACTOR TOTAL (Lines 12 through 19)	
22	G. C. MARK-UP ON SUBCONTRACTOR WORK (7% OF LINE 20)	
23	TOTAL FOR SUBCONTRACTORS	

	GENERAL CONTRACTOR	LABOR	MATERIAL	EQUIPMENTS	TOTALS
24	PERMITS				
25	MOBILIZATION				
26					
27					
28					
29					
30					
31					
32					
33					
34	TOTAL (Lines 23 through 30)				
35	G. C. Overhead & Profit @ 15% (Direct Work)				
36	Sales Tax on materials (3.5% of line 31)				
37	TOTAL FOR G.C. (Lines 31 through 33)				
38	Unit Price Total - Line 11				
39	Subcontractor Total - Line 22				
40	Subtotal				
41	Bond Cost (1.5% of Line 37)				
42	Total Proposal Request Line 37 + 38				

PROPOSAL REQUEST PRICE

TIME TO COMPLETE THE WORK IN THIS PROPOSAL REQUEST _____

CALENDAR DAYS

TOTAL MBE COST OF WORK _____

PERCENTAGE _____

TOTAL WBE COST OF WORK _____

PERCENTAGE _____

CONTRACTOR'S SIGNATURE _____

DATE _____

UNIT PRICE SHEET FOR PROPOSAL REQUESTS

CONTRACT NO. _____

Project Name _____

CITY & COUNTY OF DENVER

CITY ENGINEERING, PROJECT MANAGEMENT OFFICE

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

CONTRACTOR: _____

DATE: _____

CONTRACT NO. _____

PROPOSAL REQUEST NO.: _____

PROJECT NAME: _____

ITEM NO	ITEM DESCRIPTION	UNIT PRICE, BID	QUANTITY	UNIT PRICE x QUANTITY
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
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				-
				-
				-
				-
				-
				-

SUBCONTRACTOR WORKSHEET FOR PROPOSAL REQUESTS

MASTER CONTRACT NO. 201309355

2013 On-Call Structural & Safety Repairs Phase I
CITY & COUNTY OF DENVER

CITY ENGINEERING, PROJECT MANAGEMENT OFFICE

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

CONTRACTOR: _____

DATE: _____

MASTER CONTRACT NO. 201309355

PROPOSAL REQUEST NO.: _____

PROJECT NAME: 2013 On-Call Structural & Safety Repairs Phase I

SUBCONTRACTOR NAME: _____

WORK ITEMS

UNIT PRICE

QUANTITY

TOTALS

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

\$ -



On-Call Construction Work Order

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

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

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

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

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

The Sum of \$ _____

Work Order Duration time _____ Calendar Days

Completion Date: _____

Accepted for Contractor by _____ Title _____ Date _____

WORK ORDER NO.	COST SUMMARY		
(By Project Manager)			
Original Work Order Amount	\$	Approved – City Attorney	Date
Previous Work Order Additions	\$		
SUB-TOTAL	\$	Acknowledged by Director – DSBO	Date
Previous Work Order Change Deductions	\$		
Net prior to this Work Order Change	\$	Approved – Manager of Public Works	Date
This Work Order Change – Add <Deduct>	\$		
REVISED TOTAL WORK ORDER AMOUNT	\$	Approved – Director, CPM	Date
COST SUMMARY FOR CONTRACT NO.		Approved – Using Agency (If non PW)	Date
Total of all Work Orders Issued	\$0.00		
Previous Additions/ Deductions	\$0	Approved – Project Supervisor	Date
Net Prior to this Change	\$0.00		
This Change – <input type="checkbox"/> Add or <input checked="" type="checkbox"/> Delete	\$0.00		
Revised Contract Amount	\$0.00		
Maximum Contract Amount	\$500,000.00		
Amount Available	\$500,000.00		

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



On-Call Construction Work Order Change

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

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

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

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

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

Add or Subtract to the Contract the Sum of _____

Adjust the Contract completion by ____ Calendar Days

New Completion Date: _____

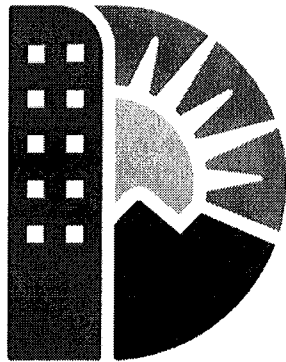
Accepted for Contractor by _____ Title _____ Date _____

WORK ORDER NO. COST SUMMARY			
(By Project Manager)			
Original Work Order Amount	\$	Approved – City Attorney (If Bond rider)	Date
Previous Work Order Additions	\$	Acknowledged by Director – DSBO	Date
SUB-TOTAL	\$	Approved – Manager of Public Works	Date
Previous Work Order Change Deductions	\$	Approved – Director, CPM	Date
Net prior to this Work Order Change	\$	Approved – Project Supervisor	Date
This Work Order Change – Add <Deduct>	\$	Approved – Project Manager	Date
REVISED TOTAL WORK ORDER AMOUNT	\$		
COST SUMMARY FOR CONTRACT NO.			
Total of all Work Orders Issued	\$		
Previous Additions/ Deductions	\$		
Net Prior to this Change	\$		
This Change – <input type="checkbox"/> Add or <input checked="" type="checkbox"/> Delete	\$		
Revised Contract Amount	\$		
Maximum Contract Amount	\$500,000.00		
Amount Available	\$500,000.00		

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

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER[®]
THE MILE HIGH CITY

PREVAILING WAGE RATES

Contract No. 201309355

**2013 ON-CALL STRUCTURAL & SAFETY
REPAIRS PHASE I**

JANUARY 15, 2013



DENVER
THE MILE HIGH CITY

Career Service Authority
Denver's Human Resource Agency

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

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton Staff HR Professional
DATE: Friday August 17, 2012
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication is **Friday August 17, 2012** 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. CO120019
Superseded General Decision No. CO20100021
Modification No. 1
Publication Date: 08/10/2012
(8 pages)

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

For questions call (720) 913-5009

Attachments as listed above.

General Decision Number: CO120019 08/10/2012 CO19

Superseded General Decision Number: CO20100021

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	08/10/2012

CARP9901-008 10/01/2010

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

ELEC0068-016 03/01/2011

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

Colorado Springs - Nevada & Bijou
 Denver - Ellsworth Avenue & Broadway
 Ft. Collins - Prospect & College
 Grand Junction - 12th & North Avenue
 Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

* ENGI0009-008 06/25/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....	\$ 24.27	8.62
(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 24.27	8.62
(3)-Motor Grader (blade- rough)		

Douglas County.....	\$ 24.27	8.62
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 24.42	8.62
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 24.42	8.62
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 24.57	8.62
(5)-Motor Grader (blade-finish) Douglas County.....	\$ 24.57	8.62
(6)-Crane (91-140 tons).....	\$ 24.72	8.62

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

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

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

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

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

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

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

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

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

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

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

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

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

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

GROUP 7 - tower cranes all types.

TRUCK DRIVER CLASSIFICATIONS:

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

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

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

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

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

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



DENVER
THE MILE HIGH CITY

Career Service Authority
Denver's Human Resource Agency

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

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton, Staff Human Resource Professional
DATE: Friday December 21, 2012
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday December 21, 2012** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO120012
Superseded General Decision No. CO20100012
Modification No. 13
Publication Date: 12/14/2012
(8 pages)

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

For questions please call (720) 913-5018

Attachments as listed above.

General Decision Number: CO120012 12/14/2012 CO12

Superseded General Decision Number: CO20100012

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	01/27/2012
3	04/20/2012
4	06/01/2012
5	07/20/2012
6	07/27/2012
7	08/10/2012
8	08/17/2012
9	08/31/2012
10	10/12/2012
11	10/26/2012
12	12/07/2012
13	12/14/2012

ASBE0028-001 10/01/2012

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.98	13.03

BRCO0007-004 01/01/2011

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

	Rates	Fringes
BRICKLAYER.....	\$ 22.13	9.89

BRCO0007-006 06/01/2011

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 21.97	9.88

ELEC0012-004 09/01/2012

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical work where the cost is \$150,000 or less....	\$ 24.50	11.84
Electrical work where the cost is over \$150,000.....	\$ 27.00	11.91

 * ELEC0068-001 12/01/2012

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

	Rates	Fringes
ELECTRICIAN.....	\$ 32.10	12.53

 ELEC0111-001 09/01/2012

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 28.65	13.75%+4.75
Equipment Operator- Underground.....	\$ 25.06	12.75%+4.75
Groundman.....	\$ 22.31	9.78
Line Equipment Operator.....	\$ 27.24	10.80
Lineman and Welder.....	\$ 39.03	14.42

 ELEC0113-002 06/01/2012

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 29.05	14.47

 ELEC0969-002 06/01/2010

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 20.75	5.66

 ENGI0009-001 06/25/2012

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 24.57	8.62
Blade: Rough.....	\$ 24.27	8.62
Bulldozer.....	\$ 24.27	8.62
Cranes: 50 tons and under..	\$ 24.42	8.62
Cranes: 51 to 90 tons.....	\$ 24.57	8.62
Cranes: 91 to 140 tons.....	\$ 24.72	8.62
Cranes: 141 tons and over...	\$ 25.48	8.62
Forklift.....	\$ 23.92	8.62
Mechanic.....	\$ 24.42	8.62
Oiler.....	\$ 23.57	8.62

Scraper: Single bowl under 40 cubic yards.....	\$ 24.42	8.62
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 24.57	8.62
Trackhoe.....	\$ 24.42	8.62

IRON0024-003 07/01/2011

	Rates	Fringes
Ironworkers:.....	\$ 23.80	18.07
Structural		

LABO0086-001 05/01/2009

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

PLUM0003-005 07/01/2012

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

	Rates	Fringes
PLUMBER.....	\$ 33.43	11.44

PLUM0058-002 07/01/2012

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	12.95

PLUM0058-008 07/01/2012

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	12.95

PLUM0145-002 07/01/2011

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.17	11.05

PLUM0208-004 07/12/2012

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

	Rates	Fringes
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PIPEFITTER.....\$ 30.10 11.52

SHEE0009-002 01/01/2011

	Rates	Fringes
Sheet metal worker.....	\$ 31.66	10.98

SUCO2001-006 12/20/2001

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

TEAM0455-002 07/01/2011

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 18.41	3.87
Tandem/Semi and Water.....	\$ 19.04	3.87

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

Career Service Authority
Supplemental to the Davis-Bacon HEAVY Construction Projects rates
(Specific to the Denver Projects)
(Supp #74, Date: 02-03-2012)

Classification		Base	Fringe
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (Tunnels Above and Below Ground, shafts and raises):			
	GROUP 1	\$25.12	\$10.81
	GROUP 2	\$25.47	\$10.85
	GROUP 3	\$25.57	\$10.86
	GROUP 4	\$25.82	\$10.88
	GROUP 5	\$25.97	\$10.90
	GROUP 6	\$26.12	\$10.91
	GROUP 7	\$26.37	\$10.94
Power Equipment Operators:			
	GROUP 1	\$22.97	\$10.60
	GROUP 2	\$23.32	\$10.63
	GROUP 3	\$23.67	\$10.67
	GROUP 4	\$23.82	\$10.68
	GROUP 5	\$23.97	\$10.70
	GROUP 6	\$24.12	\$10.71
	GROUP 7	\$24.88	\$10.79
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers:			
	GROUP 1	\$17.68	\$8.22
	GROUP 2	\$18.18	\$8.27
	GROUP 3	\$21.59	\$8.61
Laborers: (Tunnel)			
	GROUP 1	\$18.53	\$8.30
	GROUP 2	\$18.63	\$8.31
	GROUP 3	\$19.73	\$8.42
	GROUP 4	\$21.59	\$8.61
	GROUP 5	\$19.68	\$8.42
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Truck Drivers:			
	GROUP 1	\$18.42	\$10.00
	GROUP 2	\$19.14	\$10.07
	GROUP 3	\$19.48	\$10.11
	GROUP 4	\$20.01	\$10.16
	GROUP 5	\$20.66	\$10.23
	GROUP 6	\$21.46	\$10.31

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

GROUP 1 - Brakeman
GROUP 2 - Motorman
GROUP 3 - Compressor
GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form
GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic
GROUP 6 - Mechanic Welder
GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

GROUP 2 - Conveyor, handling **building** materials, ditch witch and similar trenching machine, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier.

GROUP 3 - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer; piledriver, tractor with sideboom, roto- mill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, hoist 3 drum or more, mechanic – welder (heavy-duty).

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

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

GROUP 1 - Janitors; Yardmen

GROUP 2 –Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-Denver, Hydrosonic, and water blaster operator;

Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro-broom, Mixer Man; Gunnite Nozzlemen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.

GROUP 3 - Plug and galleys in dams; Scalers; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement.

TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

GROUP 3 - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators

GROUP 4 - Tenders on Shotcrete, Guniting and Sand Blasting; Tenders, core and Diamond Drills; Pot Tenders

GROUP 5 - Collapsible Form Movers and Setters; Miners; Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timbermen (steel or wood tunnel support, including the placement of sheeting when required); and all Cutting and Welding that is incidental to the Miner's work; Tunnel Liner Plate Setters; Vibrator Men, Internal and External; Unloading, stopping and starting of Moran Agitator Cars; Diamond and Core Drill Operators; Shotcrete operator; Gunnite Nozzlemen; Sand Blaster; Pump Concrete Placement Men.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Sweeper Truck, Flat Rack Single Axle and Manhaul, Shuttle Truck or Bus.

GROUP 2 - Dump Truck Driver to and including 6 cubic yards, Dump Truck Driver over 6 cubic yards to and including 14 cubic yards, Straddle Truck Driver, Liquid and Bulk Tankers Single Axle, Euclid Electric or Similar, Multipurpose Truck Specialty and Hoisting.

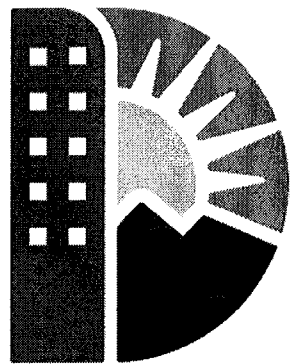
GROUP 3 - Truck Driver Snow Plow.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards.

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

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER[®]
THE MILE HIGH CITY

TECHNICAL SPECIFICATIONS

Contract No. 201309355

**2013 ON-CALL STRUCTURAL & SAFETY
REPAIRS PHASE I**

JANUARY 15, 2013

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Engineering Division

"STANDARD CONSTRUCTION SPECIFICATIONS"

Shall be the Colorado Department of Highways "Standard Specifications for Road and Bridge Construction, "adopted in 1999 and as hereafter modified shall be used for this project.

"DETAILED CONSTRUCTION SPECIFICATIONS"

The detailed Specifications for this project shall consist of the applicable sections and subsections, numbered Section 200 through Section 700, of the above-referenced "Standard Construction Specifications."

The following Project Special Provisions take precedence over Specifications or Plans and supplement or amend the referenced Standard Specification for Road and Bridge Construction adopted in 1999 by the Colorado Department of Highways which is to be used to control construction of this project.

References to "Division" or "DOH" in the Standard Specifications shall be considered to mean City and County of Denver.

That which follows, supplements or amends provisions of the "Construction Specifications" Referenced under Paragraph SC- I of the Special Contract Conditions.

STANDARD CONSTRUCTION DETAILS

It is the intent of the City to use applicable details from the Division of Highways M & S Standards and from the City of Denver's Wastewater Management Division Standard Details, most recent editions. Drainage related appurtenances shall be constructed per City of Denver Wastewater Management Division Standard Details. Applicable details shall be as noted on the plans.

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
 Engineering Division

INDEX TO TECHNICAL SPECIFICATIONS

Item	Description	Page #
	Index	TS-i
Revision of Section 202	Removal of Structures and Obstructions	TS-1
Revision of Section 202	Removal of Portions of Present Structure	TS-3
Revision of Section 202	Removal of Asphalt Mat (Planing)	TS-5
Revision of Section 203	Excavation and Embankment	TS-6
Revision of Section 208	Erosion Control	TS-7
Revision of Section 209	Watering and Dust Palliatives	TS-19
Revision of Section 210	Reset Structures	TS-20
Revision of Section 401&403	Plant Mix Pavement	TS-22
Revision of Section 514	Pedestrian and Bikeway Railing	TS-23
Revision of Section 514	Steel Security Barrier	TS-25
Revision of Section 515	Crack Sealer	TS-27
Revision of Section 518	Waterstops and Expansion Devices	TS-29
Revision of Section 519	Concrete Deck Sealer (Epoxy Resin)	TS-30
Revision of Section 601	Structural Concrete	TS-33
Revision of Section 601	Concrete Class DT (Deck Topping)	TS-34
Revision of Section 601	Slab Jacking	TS-35
Revision of Section 606	Bridge Rail Repair	TS-37
Revision of Section 609	Curb and Gutter	TS-38
Revision of Section 626	Mobilization	TS-40
Revision of Section 630	Construction Zone Traffic Control	TS-41
Revision of Section 700	Materials Details	TS-43
Revision of Section 705	Joint, Waterproofing and Bearing Materials	TS-44

- Details for Item 514-00200 Pedestrian Railing (Steel)(Painted)(New), and
- Details for Item 514-01018 Steel Security Barrier
- Details for Item 518-01004 Bridge Expansion Device (0-4 Inches)

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

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

Subsection 202.02 shall be revised to include the following:

The Engineer will mark the limits of removals in the field.

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

Subsection 202.03 is hereby replaced as follows:

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

Subsection 202.07 is hereby replaced as follows:

All concrete pavement, sidewalks, structures, curbs, gutters, asphalt pavement, etc., designated for removal, shall be broken into pieces and disposed of outside the limits of the project, unless otherwise designated on the plans, or as directed by the Engineer.

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

Where old asphalt construction abuts new construction, edges of asphalt pavement, patching, etc., asphalt to be left in place shall be wheel cut or sawcut to a neat vertical face with minimal jagged edges to the satisfaction of the Engineer. The Engineer, at his discretion, may require asphalt to be sawcut.

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

Subsection 202.09 shall be revised to include the following:

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

Subsection 202.11 shall be revised to include the following:

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

Removal of asphalt mat will be measured by square yard. If the existing asphalt mat is over 9" thick, the unit price will be increased in proportion to the additional thickness (18" asphalt mat will be paid at twice the unit price). If the asphalt mat is greater than 4" and is over concrete pavement, both asphalt removal and concrete pavement removal will be paid. If the asphalt mat is less than 4" and is over concrete pavement, only concrete pavement removal will be paid.

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

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

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

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 bid schedule. Payment shall be full compensation for sawcutting, scraping, sandblasting, removing, hauling and disposal of such items, excavation and subsequent backfill (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, haul and disposal as provided herein.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Removal of Curb and Gutter	L.F.
Removal of Steel Rail	L.F.
Removal of Sidewalk	S.Y.
Removal of Bridge Railing	L.F.
Removal of Bridge Railing (Stockpile)(Aluminum)	L.F.

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

END OF REVISION OF SECTION 202

REVISION OF SECTION 202

REMOVAL OF PORTIONS OF PRESENT STRUCTURE

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

Subsection 202.01 shall include the following:

This work shall include the removal of all or portions of the following: bridge deck, abutments, piers, wingwalls, rail, curb, expansion devices approach slabs, slope paving, and light fixtures. Removal operations shall be conducted so that there will be the least interference with public traffic using the structure.

Subsection 202.02 shall include the following:

At least 10 days before beginning bridge removal the Contractor shall submit to the Engineer details of the removal operations showing the methods and sequence of removal and equipment to be used.

All bridge rail shall be carefully dismantled and stockpiled at locations as designated. Haul for stockpiling shall not be paid for separately, but shall be included in the work.

The existing concrete shall be removed as shown on the plans or as directed by the Engineer.

All methods and equipment used to accomplish this item shall be approved by the Engineer.

Within 24 hours before new concrete is placed, the entire surface upon which new concrete bonds shall be sandblasted to roughen the surface and remove all fractured or loose particles in order to promote good bond with the new concrete.

In subsection 202.02 delete the sixth paragraph and replace with the following:

Before beginning concrete removal operations on the existing bridge decks, a saw cut approximately one inch deep shall be made to a true line along the limits of removal. A one inch deep saw cut shall also be made along the limits of removal on all faces of monolithic concrete elements which may be visible in the completed work.

Subsection 202.12 shall include the following:

The applicable pay item shall be designated by the Summary of Quantities on the plans.

Payment shall be made at the contract unit price for the actual quantity removed.

Payment will be made under:

Pay Item

Pay Unit

Removal of Portions of Present Structure	Lump Sum
Removal of Portions of Present Structure	Each
Removal of Portions of Present Structure	Cubic Yard
Removal of Portions of Present Structure (Bridge Deck 0-2 inch)	Square Yard
Removal of Portions of Present Structure (Bridge Deck 0-4 inch)	Square Yard

END OF REVISION OF SECTION 202

**REVISION OF SECTION 202
REMOVAL OF ASPHALT MAT (PLANING)**

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

Subsection 202.09 shall include the following:

Removal of Asphalt Mat (Planing) shall consist of removing existing asphalt from the Bridge approaches and on the Bridges as shown in the Bridge plans or as directed. Removal shall be done by the use of an approved planing machine or grinder or other equipment approved by the Engineer. Removal shall be done in such a manner as to insure a level riding surface. All methods and equipment used shall be approved by the Engineer.

END OF REVISION OF SECTION 202

**REVISION OF SECTION 203
EXCAVATION AND EMBANKMENT**

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

Subsection 203.04 shall include the following:

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

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

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

Subsection 203.07 shall include the following:

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

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

Where unsuitable material is encountered below proposed subgrade, the Engineer may require the Contractor to remove the unsuitable materials as muck excavation and backfill to the finished grade with Class 6 aggregate base course, or other approved material. The Engineer may designate as unsuitable those soils that are detrimental to the finished roadway. All unsuitable material shall be disposed of as directed.

Subsection 203.12 shall include the following:

Muck excavation, as designated by the Engineer, will be measured in the field.

Subsection 203.13 is revised as follows:

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

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

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

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", 1999 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).

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

Major SWMP Modification: Changes to the original SWMP that removes or adds additional area to the Project, or modifies the final hydrology or drainage of the Project. A Major SWMP Modification requires the submission of revised Stormwater Management Plan (SWMP) elements to the Permit Authority for review and approval. Any

adjustments to a SWMP must be performed either by or under the direction of a Professional 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 Public Works Project Controls Office. As a clarification, the Development Services Department of the City serves as the point of intake and permit processing center.

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

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

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

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

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

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

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

- (ii) Proposed site drawings and Best Management Practice (BMP) installation details as they apply to the site conforming to the Urban Storm Drainage Criteria Manual, Vol. 3, "Best Management Practices", most current version as issued by the Urban Drainage and Flood Control District (UDFCD), or those established by the City's Department of Public Works. If erosion control drawings were included within the bid documents for the Project, they shall be used for bid purposes and initial planning/ deployment of BMPs on the Project. If provided drawings are signed/ sealed by a Professional 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 pre-disturbance vegetative cover.

PART II: DESCRIPTION

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

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

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

PART III: MATERIALS

Materials to be used for BMPs shall conform to 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: The majority of the maintenance activities performed in this project will not require a CASDP, however if NEW construction triggers the requirement of a CASDP (over an acre of disturbance or directly adjacent to a waterway) a CASDP will be required and the contractor shall reference Scenario 2 of this specification

SCENARIO 1:

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

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

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

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

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

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

The Contractor and/or their authorized agents shall implement the following Best Management Practices (BMPs) on site during construction:

1. VEHICLE TRACKING CONTROL: This BMP is required at all access points to a construction site that are used by vehicular traffic or construction equipment.
2. INLET PROTECTION: This BMP is required on all existing or proposed storm sewer inlets in the vicinity of the construction site that may receive site runoff. The BMP must be appropriate to the type of storm inlet and appropriate for the ground surface at the inlet.
3. INTERIM SITE STABILIZATION: This BMP is required to provide a measure for preventing the discharge of sediment from construction sites where overlot grading or other site disturbance has occurred. This BMP is particularly necessary on sites where construction activities/disturbance will be limited to small areas of the project site. Acceptable BMPs include:
 - a) Preserving existing vegetation
 - b) Seeding and planting
 - c) Mulching
 - d) Mulching and seeding
 - e) Temporary/Permanent re-vegetation operations
 - f) Chemical soil stabilizer application (requires Permit Enforcement Authority approval)

4. **WASTE MANAGEMENT/CONTAINMENT:** This BMP requires that all construction wastes, fuels, lubricants, chemical wastes, trash, sanitary wastes, contaminated soils or debris shall be contained on site, protected from contact with precipitation or surface runoff, periodically removed from the construction site, and properly disposed of.
5. **SPILL PREVENTION /CONTAINMENT:** This BMP defines the measures proposed for preventing, controlling, or containing spills of fuel, lubricants, or other pollutants; and protecting potential pollutants from contact with precipitation or runoff.
6. **CHUTE WASHOUT CONTAINMENT:** Water used in the cleaning of ready mixed concrete truck delivery chutes shall be discharged into a predefined, bermed containment area on the job site. The required containment area is to be bermed so that wash water is totally contained. Wash water discharged into the containment area shall be allowed to infiltrate or evaporate. Dried concrete waste shall be removed from the containment area and properly disposed of.
 - a) Should a predefined bermed containment area not be available due to the project size, or lack of an area with a suitable ground surface for establishing a containment area, proper disposal of ready mix washout and rinse off water at the job site shall conform to the approved techniques and practices identified in the Colorado Department of Public Health & Environment's training video entitled "Building For a Cleaner Environment, Ready Mix Washout Training", and its accompanying manual entitled, "Ready Mix Washout Guidebook, Vehicle and Equipment Washout at Construction Sites."
 - b) The direct or indirect discharge of water containing waste concrete to the storm sewer system is prohibited (Sec.56-102a, c; Revised Municipal Code, City and County of Denver).
 - c) Information about, or copies of the video and training manual are available from the Water Quality Control Division, Colorado Department of Public Health & Environment, 4300 Cherry Creek Drive South, Denver, Colorado 80222-1530, (303) 692-3555.
7. **STREET SWEEPING:** This BMP requires that paved surfaces which are adjacent to construction sites be swept in a timely manner when sediment and other materials are tracked or discharged on to them. Either sweeping by hand or use of street sweepers is acceptable. Street sweepers using water while sweeping is preferred in order to minimize dust. Flushing off paved surfaces with water is prohibited.
8. **PERIMETER CONTROL:** This BMP requires that a construction site install a perimeter control measure along the edge of the construction site, to prevent, or filter the discharge of surface runoff from the construction site. The type of perimeter control used shall be determined based on site conditions and location. Maintenance and repair of the control measure shall occur as needed, in a timely manner.
9. **STOCK PILES:** Soils that will be stockpiled for more than thirty (30) days shall be protected from wind and water erosion within fourteen (14) days of stockpile construction. Stabilization of stockpiles located within 100 feet of an MS4 or State Waters, or with slopes 3 to 1 or greater shall be completed within seven (7) days following stockpile construction. Stabilization and protection of the stockpile may be accomplished by any of the following: Mulching, Temporary/Permanent Revegetation Operations, Chemical Soil Stabilizer Application (requires Permit Enforcement Authority approval), or erosion control matting/Geotextiles. If stockpiles are located within 100 feet of an MS4 or State Waters, a drainageway or the site perimeter, additional sediment controls shall be required.
10. **SAW CUTTING OPERATIONS:** The Contractor shall protect all storm sewer facilities adjacent to any location where pavement cutting operations involving wheel cutting, saw cutting, or abrasive water jet cutting are to occur. The Contractor shall remove and properly dispose of all waste products generated by said cutting operations on a daily basis or as needed throughout the work day. The discharge of any water contaminated by waste products from cutting operations to the storm sewer system is prohibited. (Sec.56-102a, c; Revised Municipal Code, City and County of Denver)."

SCENARIO 2:

SWMP elements have not been included in the Contract Documents. The Contractor shall plan and coordinate with the Permit Authority to prepare all required SWMP elements and obtain required CASDP. Per CASDP requirements, the Contractor shall obtain the endorsement of a Professional Engineer licensed in the State of Colorado for preparation of the initial SWMP and/ or any proposed Major or Minor SWMP Amendments. This will require the Contractor to provide or retain a Professional Engineer or subcontract with the original Professional Engineer that prepared the Bid Documents.

The Contractor is hereby made aware that the Permit Authority allots up to 3 weeks per review cycle for CASDP Permit applications (2 review cycles are not uncommon).

Per definition, a Major SWMP Modification requires the submission of revised SWMP elements to the Permit Authority for review and approval.

Prior to construction, the Contractor shall obtain required State Construction Stormwater Permit(s) as applicable.

PART V: CONSTRUCTION REQUIREMENTS

A) SCHEDULES:

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

B) CONSTRUCTION IMPLEMENTATION: The Contractor shall incorporate into the Project all BMPs as outlined in the accepted schedule.

C) UNFORSEEN CONDITIONS: The Contractor shall direct the ECS (under the supervision of a Professional 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 the purpose of designing appropriate BMPs. Measures and methods proposed by the Contractor to deal with unforeseen conditions shall be reviewed and approved in writing by the Permit Enforcement Authority and the Project Manager prior to implementation and construction.

In an emergency situation, the Contractor shall use best judgment for immediately responding to the emergency situation as it arises, and shall notify the Permit Enforcement Authority and ECS of the emergency situation and BMPs employed in response as soon as practical after installation.

D) PERMITS:

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

E) EROSION CONTROL SUPERVISOR:

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

- 1) Ensure compliance with all water quality permits or certifications in effect during the construction work.
- 2) Supervise the installation, construction, and maintenance of all BMPs specified in the Contract and coordinate the construction of BMPs with all other construction operations.
- 3) Direct the implementation of suitable BMPs as necessary to correct unforeseen conditions or emergency situations. Direct the dismantling of those features when their purpose has been fulfilled due to completion of each Project phase unless the Permit Enforcement Authority agrees that the features be left in place.
- 4) Inspect the construction site and document inspection activities at least every seven (7) days and immediately following any precipitation or snowmelt event with the potential to cause surface erosion. If no land disturbing construction activities are present during a storm event, post-storm event inspections shall be conducted prior to commencing any new land disturbing construction activities, but no later than seventy-two (72) hours following the storm event.
- 5) Attend the preconstruction conference, erosion control preconstruction inspection, Project scheduling meetings, weekly construction/ field meetings, substantial completion and final stabilization inspections, and other meetings regarding construction that could impact water quality.
- 6) Evaluate all non-stormwater coming onto the site, such as springs, seeps, and landscape irrigation return flow. If such flow is identified, the ECS shall propose appropriate SWMP modifications to the Contractor to protect off-site water from becoming contaminated with sediment or other pollutants.
- 7) Coordinate with the Contractor to implement necessary actions to reduce anticipated or presently existing water quality or erosion problems resulting from construction activities.
- 8) Coordinate with the Contractor to ensure all labor, material, and equipment deployed to meet SWMP requirements is judged appropriately.
- 9) During construction, update and record the following items in the SWMP as changes occur:
 - (i) Construction boundaries (may require Major SWMP Modification)
 - (ii) Areas of disturbance (may require Major SWMP Modification)
 - (iii) Areas used for storage of construction materials, equipment, soils, or wastes.
 - (iv) Location of any dedicated asphalt or concrete batch plants.
 - (v) Location of construction offices and staging areas.
 - (vi) Location of work access routes during construction.
 - (vii) Location of borrow and waste.
 - (viii) Location of temporary and permanent stabilization

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

10) Amend the SWMP whenever there are: additions, deletions, or changes in locations of BMPs. SWMP revisions shall be recorded immediately. Items shall be dated and signed at time of occurrence. Specifically, amendments shall include the following:

- (i) A change in design, construction, operation, or maintenance of the site which would require the implementation of new or revised BMPs; or
- (ii) Changes when the SWMP proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with construction activity.
- (iii) Changes when temporary BMPs are no longer necessary from changes in Project phase and are removed. All inspection and maintenance activities or other repairs shall be documented.

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

11) Modify the site map with arrows to indicate direction of surface and storm water flowing across the Project site.

12) When adding or revising BMPs in the SWMP, amend the narrative to explain what, when, where, why, and how the BMP is being used, and add a detail to the SWMP.

13) If using existing topography, vegetation, etc. as a BMP, label it as such in the SWMP site map; amend the Narrative to explain when, why, and how the BMP is being used to the SWMP.

14) Record on the SWMP, and implement the approved plan for concrete and asphalt saw cutting, grinding, and milling containment and removal.

15) Update the potential pollutants list in the SWMP throughout construction meeting CASDP requirements.

16) Spills, leaks, or overflows that result in the discharge of pollutants shall be documented on the inspection form. The ECS shall record the time and date, weather conditions, reasons for spill, and how it was remediated. The ECS shall immediately report to the Contractor and Project Manager the following instances of noncompliance:

- (i) Noncompliance which may endanger health or environment.
- (ii) Spills or discharge of hazardous substance or oil which may cause pollution of the City MS4 or State Waters.
- (iii) Discharge of stormwater which may cause an exceedance of a water quality standard.

17) Perform a thorough inspection of the stormwater management system at least every seven (7) days and within 24 hours after any precipitation or snowmelt event with the potential to cause surface erosion. The inspection records shall be kept on-site in a written or previously approved format. Inspections shall be conducted during the progress of the work, during work suspensions, or until Final Stabilization of all disturbed areas is approved by Permit Enforcement Authority and shall include the following services at a minimum:

- (i) The construction site perimeter, disturbed areas, and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. BMPs identified in the SWMP shall be observed to ensure that they are operating correctly.
- (ii) The description of potential pollutant sources, and the BMPs identified in the SWMP, shall be revised and modified as appropriate based on the results of the inspection as soon as practicable after such inspection. Modification to the SWMP shall be implemented in a timely manner and in accordance with applicable Permit requirements.
- (iii) The operator shall keep a record of inspections. Uncontrolled releases of sediment or polluted storm water or measurable quantities of sediment found off the site shall be recorded with a brief explanation as to the measures taken to prevent future releases as well as any measures taken to clean up the sediment that has left the site. Inspection records shall be made available to the City upon request. Note: documentation of uncontrolled releases at site DOES NOT alleviate any State or Federal requirements for reporting of discharges or upset conditions. Care should be taken to ensure compliance with all regulatory requirements at site.
- (iv) Seven (7) day inspections are required during construction and at all times until Final Stabilization has been achieved. Seeding and mulching of disturbed areas does NOT count as final stabilization until such time as 70% pre disturbed vegetative cover has been achieved. Sites with growth in place sufficient to deter erosion that have not yet achieved final stabilization may petition the City to grant an alternative inspection schedule while awaiting additional growth for final stabilization. These inspections must be conducted in accordance with the above paragraphs.

F) APPLYING BMPs TO STABILIZE SITE:

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

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

monies due to the Contractor on current estimates until such time that all aspects of the work are coordinated in an acceptable manner.

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

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

- (i) From the time seeding and mulching work begins until the date the Project has reached Substantial Completion of Erosion Control, the Contractor shall keep all seeded areas stabilized at all times. Any damage to seeded areas or to mulch materials shall be promptly repaired.
- (ii) All inspection sediment removal, and BMP maintenance activities to comply with all Federal, State & Local erosion control permit requirements until Final Stabilization is reached.
- (iii) All removal and replacement of existing BMPs due to damage to same suffered either by the contractor, outside agencies, the public, or acts of God.
- (iv) All required mechanical and/ or manual street sweeping.
- (v) Discretionary changes required of any regulatory enforcement officer.

If the Contractor fails to maintain the BMPs in accordance with the Contract, or as directed, the City may at the expiration of a period of 48 hours, after having given the Contractor written notice, proceed to maintain BMPs as deemed necessary. The cost thereof will be deducted from any compensation due, or which may become due to the Contractor under this Contract.

I) MINOR SWMP MODIFICATIONS: Shall be made in the field by the Contractor and thoroughly documented in the Contractor's SWMP narrative and drawings. Should the Permit Enforcement Authority deem minor field modifications inadequate, the Contractor may be required to a) make specific modifications as requested by the Permit Enforcement Authority or b) return to the original approved design specifications. Minor SWMP Modifications are allowed, covered under the original CASDP, and required as part of standard maintenance and operation.

J) MAJOR SWMP MODIFICATION: The City reserves the right to require changes in the Work or Project Limits that may require a Major Modification to the SWMP and/ or CASDP due to unforeseen circumstances. Should this occur, the Contractor will be responsible for the following (as applicable):

- (i) Make required revisions to comply with changing federal or state rulemaking if occurs within timeframe of Project
- (ii) Make required revisions due to unforeseen or unplanned conditions leading to deficient Drawings/ SWMP (hazardous materials encountered, landfills, expansion of work limits, etc.)
- (iii) Prepare revised SWMP elements endorsed by a Professional 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) FINAL STABILIZATION: Granting of Final Stabilization must be requested by the Contractor and be approved by the Permit Enforcement Authority. Other permanent soil stabilization techniques may be proposed, in writing, by the Contractor and used upon approval, in writing, by the Project Manager and Permit Enforcement Authority.

The Contractor may reach Final Stabilization via the following procedures:

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

M) FINAL ACCEPTANCE:

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

PART VI: CONSTRUCTION OF BMPs

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

PART VII: METHOD OF MEASUREMENT

Erosion Control Supervisor (ECS) will be measured by the total number of hours the ECS is required to be on the Project performing the duties (including supervision by a Professional Engineer licensed in the State of Colorado) as outlined in this Specification. The Contractor shall record the tasks that were performed by the ECS and the hours that were required to complete each task. The records for the payment period shall be submitted to the Project Manager after completion of work, at the time of monthly pay request, for approval and acceptance.

Silt fence, silt berms, erosion logs, gravel bags, silt dikes, temporary berms, temporary diversions, temporary drains, and brush barriers will be measured by the actual number of linear feet that are installed and accepted. Stakes, anchors, connections and tie downs used for temporary slope drains will not be measured and paid for separately, but shall be included in the work.

Concrete washout structure will be measured by the actual number of structures that are installed and accepted, and if specified on the SWMP as in-ground will include excavation, embankment, concrete, liner, erosion bales, fencing, and containment and disposal of concrete washout and all other associated waste material.

Storm drain inlet protection will be measured by the unit as specified in the Contract. Sediment trap and sediment basin quantities will be measured by the unit which shall include all excavation and embankment required to construct the item.

Removal of sediment & trash that is or is not generated by construction activities will not be measured separately but shall be included in the work.

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

PART VIII: BASIS OF PAYMENT

Work to furnish, install, maintain, replace (if not due to contractor negligence), remove, and dispose of BMPs specified in the Contract will be paid for at the contract unit price.

Payment will be made under:

Pay Item	Pay Unit
Erosion Control Supervisor (includes P.E. oversight)	include in cost of Work
Construction Fence	Linear Foot
Stabilized Construction/ Staging Area	Square Yard
Concrete Washout Structure	Each
Erosion Bales (Weed Free)	Each
Erosion Log (____ Inch)	Linear Foot
Gravel Bag	Linear Foot
Reinforced Check Dam	Each
Sediment Trap	Each
Sediment Basin	Each
Silt Dike	Linear Foot
Silt Fence	Linear Foot
Storm Drain Inlet Protection	Each
Curb Socks	Each
Street Sweeping (mechanical & manual)	Lump Sum Per Day
Temporary Slope Drain	Linear Foot
Temporary Berms	Linear Foot
Temporary Diversion	Linear Foot
Temporary Onsite Irrigation	Hour
Gradient Differential	Linear Foot
Brush Barrier	Linear Foot
Dewatering	Lump Sum, Per Day, etc.
Vehicle Tracking Control	Each

Temporary BMPs will be measured and paid for by the BMPs used, except that surface roughening, removal and disposal of sediment, and removal of trash will not be measured and paid for separately.

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 Contractor'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 of time 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 course of the Project.

Pay Units for ECS will be full compensation for the Erosion Control Supervisor including all materials, labor and equipment necessary for the ECS to perform the work. Commute time will not be measured and paid for separately, but shall be included in the work. The ECS pay item shall include all labor, Professional Engineering (includes supervisory Professional Engineer licensed in the State of Colorado), and/ or design fees to prepare modifications to Stormwater Management Plan(s), revise or amend Permits, coordinate with State and Local agencies, design special erosion control plans for emergency situations that develop during construction or unexpected weather conditions.

Additional stabilized construction/ staging area proposed by Contractor beyond area included in the Bid shall be installed per requirements of the Permit Authority and Permit Enforcement Authority without any additional compensation.

Payment for concrete washout structure, whether constructed or prefabricated, will be full compensation for all work and materials required to install, maintain, and remove the item. This includes, but is not limited to: excavation, embankment, liner, erosion bales, fencing, signing, and containment and disposal of concrete washout and all other associated waste material.

Silt berm spikes and dike staples will not be measured and paid for separately, but shall be included in the work.

Payment for storm drain inlet protection will be full compensation for all work, materials, and equipment required to complete the item, including surface preparation, maintenance throughout the Project, and removal upon completion of the work. Aggregate will not be measured and paid for separately, but shall be included in the work.

Sweeping, when used as a BMP as shown in the Contract, will be measured by the number of hours that a pickup broom or motorized equipment capable of collecting sediment, authorized by the Project Manager, is used to remove sediment from the roadway or other paved surfaces. Operator will not be measured and paid for separately, but shall be included in the work.

Stakes, anchors, connections, geotextile, riprap and tie downs used for temporary slope drains will not be measured and paid for separately, but shall be included in the work.

Payment for vehicle tracking pad will be full compensation for all work, materials and equipment required to construct, maintain, and remove the entrance upon completion of the work. Aggregate and geotextile will not be measured and paid for separately, but shall be included in the work.

Surveying of permanent BMPs will not be measured and 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:

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

END OF REVISION OF SECTION 209

**REVISION OF SECTION 210
RESET STRUCTURES**

Section 210 of the Standard Specifications is hereby revised as follows:

Subsection 210.01 shall include the following:

This work shall also consist of restoring existing landscaping that is disturbed during construction to its original or improved condition. This item applies to all landscaping within the limits of construction. Materials used to restore landscaping shall be replaced "in-kind" unless otherwise approved by the Engineer.

Subsection 210.02 shall include the following:

"Restore Landscaping, In Kind" shall include restoring all landscaping that is disturbed within the limits of construction. This includes landscape concrete and asphalt pavers, landscape rock, flowers, shrubs and landscape timbers. The Contractor shall be required to maintain the landscaping planting in accordance with Section 214.

"Reset Sprinkler Lines" shall include the resetting of existing sprinkler lines, heads and appurtenances that are required to be temporarily relocated outside pavement/curb and gutter removal limits back into their original location. This includes all sprinkler lines, heads and appurtenances within the proposed limits of construction. The Contractor shall replace any lines, heads and appurtenances damaged during construction at his expense. Materials shall conform to Section 623. Work on sprinkler system shall be subject to inspection testing and approval by owners. Any required modifications to the existing sprinkler line, heads and appurtenance will be paid for under Section 623.

Subsection 210.09 shall include the following:

Signs and traffic signals shall be reset in accordance with the City and County of Denver Transportation Engineering requirements at locations indicated on the plans. It will be the Contractor's responsibility to supply and install any new materials needed to restore the signs and traffic signals to service at the new location.

Subsection 210.10 shall include the following:

Manholes, water meters and valves shall be adjusted in accordance with the applicable standards of the Utility Owner. The Contractor will be responsible for determining the proper Utility Owner and coordinating these adjustments.

Survey range boxes shall be adjusted as directed by the Engineer.

Reset Inlet Grate and Frame shall include all work necessary to adjust the existing hardware to the proposed grade shown on the plans, and shall include all mounting hardware, footings and all other work necessary to complete the reset item.

Restoration of landscaping beyond limits outlined on the plans and/or as marked in the field by the Engineer will not be paid for.

Subsection 210.12 shall include the following:

The quantity to be measured where items are reset, adjusted or restored on a "square foot" basis shall be the actual number of square feet of the items completed and accepted.

Subsection 210.13 shall be revised to include the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Restore Landscaping, In-Kind	S.F.

END OF REVISION OF SECTION 210

**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 Engineers Council (MGPEC).

END OF REVISION OF SECTION 401 / 403

**REVISION OF SECTION 514
PEDESTRIAN AND BIKEWAY RAILING**

Section 514 of the Standard Specifications is hereby revised for this project as follows:

DESCRIPTION

Subsection 514.01 shall include the following:

This work shall consist of construction of pedestrian railing in accordance with these specifications and in conformance with the lines and grades shown on the plans.

MATERIALS

Subsection 514.02 shall include the following:

Structural steel shall conform to the requirements of Section 509 and the following:

- (a) Tubes shall conform to the requirements of ASTM A500 Grade B.
- (b) Steel bars and steel plates shall conform to the requirements of ASTM A36.
- (c) Bolts shall conform to the requirements of ASTM A307.

Subsection 514.03 shall include the following:

Pedestrian rail posts shall be vertical. These elements shall be aligned with a tolerance of 1/4 inch from plumb.

Welding shall be in accordance with ANSI/AASHTO/AWS D1.5 and AWS D1.1 (latest edition). GMAW or SMAW will be permitted.

Revise Section 514.06 as follows:

Pedestrian rail paint system as follows:

Surface preparation requirements:

All rail/fence sections will be abrasive blast cleaned to meet SSPC-SP6 commercial blast criteria. SSPC-SP2 and SSPC-SP3 hand and power tool cleaning can be used in minor areas. All surfaces must be clean, dry, and free of oil, grease and other contaminants. A 2.0 – 2.5 mil surface profile must be attained.

Upon receipt of blasted and painted steel, the City of Denver QA will perform adhesion testing to assure compliance with the sandblast requirement of this Specification.

Paint system required:

The prime coat will be modified polyamidoamine epoxy Tnemec – Chembuild series 135 or equal. It will be applied per the manufacturer's recommendations. DFT will be measured by the applicator.

The top coat will be an aliphatic acrylic Tnemec – endurashield series 73 or equal. It will be applied per the manufacturer's recommendations. Color Federal standard 595B #14056 DFT will be measured by the applicator.

General notes:

All DFT spread rates will be to the conventional build spread rates listed on the product data sheets.

Railing may be fabricated and coated with epoxy primer in the shop, with the top coat applied in the field. Touch up of the epoxy primer will precede topcoating in the field.

Strict adherence to product data sheets for temperature, recoat times, dew point, etc., is required.

Repair of coating system prior to the final acceptance will be performed per manufacturer's recommendation.

Substitution of the above referenced paint products must have project engineering approval.

CONSTRUCTION REQUIREMENTS

514.06 Pedestrian railing shall be installed at the locations shown on the plans. Prior to fabrication of this item, two sets of working drawings which comply with the requirements of Section 105 shall be submitted to the Engineer for information only. The working drawings will not be approved or returned.

METHOD OF MEASUREMENT

Subsection 514.07 shall include the following:

Pedestrian railing will be measured by the linear foot from end to end of railing.

BASIS OF PAYMENT

Subsection 514.08 shall include the following:

The accepted quantities of pedestrian railing will be paid for at the contract unit price per linear foot.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Fabrication and Installation of Pedestrian Railing (Steel)(New)	Linear Foot
Painting of Pedestrian Railing (Steel)(New)	Linear Foot

END OF REVISION OF SECTION 514

**REVISION OF SECTION 514
STEEL SECURITY BARRIER**

Section 514 of the Standard Specifications is hereby revised for this project as follows:

DESCRIPTION

Subsection 514.01 shall include the following:

This work shall consist of construction of steel security barrier complete in place in accordance with these specifications and in conformance with the lines and grades shown on the plans. The contractor shall inventory existing railing sections at the city stockpile. Use and modification of the existing sections shall be at the option of the contractor, or as directed by the Engineer.

MATERIALS

Subsection 514.02 shall include the following:

Structural steel shall conform to the requirements of Section 509 and the following:

- (a) Tubes shall conform to the requirements of ASTM A500 Grade B.
- (d) Steel bars and steel plates shall conform to the requirements of ASTM A36.
- (e) Bolts shall conform to the requirements of ASTM A307.

Subsection 514.03 shall include the following:

Fence rail posts shall be vertical. These elements shall be aligned with a tolerance of $\pm 1/4$ inch from plumb.

Revise Section 514.06 as follows:

Pedestrian rail paint system as follows:

Surface preparation requirements:

All rail/fence sections will be abrasive blast cleaned to meet SSPC-SP6 commercial blast criteria. SSPC-SP2 and SSPC-SP3 hand and power tool cleaning can be used in minor areas. All surfaces must be clean, dry, and free of oil, grease and other contaminants. A 2.0 – 2.5 mil surface profile must be attained.

Upon receipt of blasted and painted steel, the City of Denver QA will perform adhesion testing to assure compliance with the sandblast requirement of this Specification.

Paint system required:

The prime coat will be modified polyamidoamine epoxy Tnemec – Chembuild series 135 or equal. It will be applied per the manufacturer's recommendations. DFT will be measured by the applicator.

The top coat will be an aliphatic acrylic Tnemec – endurashield series 73 or equal. It will be applied per the manufacturer's recommendations. Color Federal standard 595B #14056 DFT will be measured by the applicator.

General notes:

All DFT spread rates will be to the conventional build spread rates listed on the product data sheets.

Railing may be fabricated and coated with epoxy primer in the shop, with the top coat applied in the field. Touch up of the epoxy primer will precede topcoating in the field.

Strict adherence to product data sheets for temperature, recoat times, dew point, etc., is required.

Repair of coating system prior to the final acceptance will be performed per manufacturer's recommendation.

Substitution of the above referenced paint products must have project engineering approval.

CONSTRUCTION REQUIREMENTS

514.06 Steel Security Barrier shall be installed at the locations shown on the plans. Prior to fabrication of this item, two sets of working drawings which comply with the requirements of Section 105 shall be submitted to the Engineer for information only. The working drawings will not be approved or returned.

METHOD OF MEASUREMENT

Subsection 514.07 shall include the following:

Steel Security Barrier complete in place including all labor, materials and riprap will be measured by the linear foot from end to end of railing.

BASIS OF PAYMENT

Subsection 514.08 shall include the following:

The accepted quantities of security fence will be paid for at the contract unit price per linear foot.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Fabrication and Installation of Steel Security Barrier	Linear Foot
Painting of Steel Security Barrier	Linear Foot

END OF REVISION OF SECTION 514

**REVISION OF SECTION 515
CRACK SEALER**

Section 515 of the Standard Specifications is hereby revised for this project as follows:

DESCRIPTION

Subsection 515.01 shall include the following:

This work consists of applying a penetrating corrosion inhibitor to finished surfaces of existing concrete. The corrosion inhibitor, Sika FerroGard 903, or an approved equal, shall be placed under the direction of a manufacturer's representative in accordance with the manufacturer's instructions and as described herein.

Subsection 515.02 shall include the following:

The corrosion inhibitor shall not include calcium nitrite and shall conform to AASHTO M194, except for the requirements in tables 1, and 2, and sections 11 through 17. The corrosion inhibitor shall be one on the CDOT list of approved products. If there are no approved products on the list the corrosion inhibitor shall be a product approved by the Engineer.

Subsection 515.05 (a) shall include the following:

Prior to the application of the corrosion inhibitor, surfaces to be treated shall be cleaned by air, sand, or water blasting and flushed with water until all material and contaminants which may interfere with the inhibitor's penetration have been removed.

Subsection 515.05 (b) shall include the following:

The corrosion inhibitor shall be applied when the surface to be treated has been dry for at least 24 hours and above a temperature of 40F, or within a more restrictive temperature range if recommended by the manufacturer.

Subsection 515.05 (c) shall include the following:

After the exposed surfaces have been prepared and allowed to dry, coats of corrosion inhibitor shall be applied in accordance with the manufacturer's recommendations. Each coat shall be evenly applied. Each application shall be allowed to dry prior to making the next application. Exposed surfaces shall be protected from precipitation and heavy dew during and after the application of the penetrating inhibitor. Traffic shall not be allowed on the treated surface until the corrosion inhibitor has penetrated the concrete and the liquid corrosion inhibitor is no longer visible on the surface. The Contractor shall follow all manufacturer's recommendations, including penetration time, prior to opening treated surfaces to traffic or completing the work.

Subsection 515.06 shall include the following:

Concrete sealer will be measured by the number of square yards of concrete surface covered.

Subsection 515.07 Basis of Payment shall include the following:

The accepted quantity of Concrete Sealer will be paid for at the Contract Unit price per square yard complete in place. Payment will be made under:

Pay Item

Pay Unit

Concrete Sealer

Square Yard

Payment will be full compensation for all work and materials required to complete the item including preparation, furnishing and applying the coats of penetrating corrosion inhibitor.

END OF REVISION 515

**REVISION OF SECTION 518
WATERSTOPS AND EXPANSION JOINTS**

Section 518 of the Standard Specifications is hereby revised for this project as follows:

DESCRIPTION

Subsection 518.01 shall include the following:

This work consists of removal of existing expansion joint devices, furnishing and installing elastomeric expansion devices, and dams of the sizes and type required in accordance with these specifications and in conformity with the details shown on the plans, or as directed.

Subsection 518.13 shall include the following:

BASIS OF PAYMENT

The accepted quantity of elastomeric expansion device will be paid or at the contract unit price per linear foot and shall include all work necessary to complete the item, including the removal of existing expansion devices, furnishing and installing steel extrusions, steel angles, steel anchors, cover plates and hardware, bolts, inserts, lubricant adhesive and all miscellaneous hardware required. The cost of the joint shall include two (2) Cubic Feet of concrete removal and two (2) Cubic Feet of replacement concrete in joint dam areas. If additional removal is required, cost shall be Per Unit Costs of Removal and Replacement.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Bridge Expansion Device (0 – 4 Inch)	Linear Foot

END OF REVISION OF SECTION 518

**SECTION 519
THIN BONDED EPOXY OVERLAY**

DESCRIPTION

This work consists of applying one, or more, layers of a thin, epoxy based, rapid curing, skid resistant, traffic wearing and protection surface on a concrete bridge deck. The number of layers shall be in conformance to Manufacturers recommendations. The Contractor shall install a wearing course that is provided through a single Manufacturer. The wearing course shall include the binder, the aggregate and a technical manufacturer's representative with proven experience. Mobilization is to be included the work.

The following wearing course system, or a City and County of Denver approved equal, is preferred.

Pro-Poxy Type III DOT, Low Modulus Epoxy
Overlay Unitex representative:
Gregg Freeman (303) 941-0123

MATERIALS

Prior to approval and use of all materials, the Contractor shall submit certified test reports from the Manufacturer showing specific tests that validate that the product meets all requirements of this specification. The certified test reports shall include the manufacturer's name, brand name of material, lot tested, date of manufacture and ratio of components by volume and system tested.

The epoxy binder shall meet the following requirements:

EPOXY BINDER PROPERTIES

Property	Requirement	Test Method	Remarks
Viscosity: poises	7 Min, 25 Max	ASTM D2393	
Gel time: minutes	15 Min, 45 Max	ASTM C881, para 11.2	
Compressive strength, psi	1000 Min at 3 hours 5000 Min at 24 hours	ASTM C579, modified	Mixed with aggregate
Tensile strength (neat), psi	2000 Min, 5000 Max at 7 days	ASTM D638	
Elongation (neat), %	45 Min, 80 Max at 7 days	ASTM D638	
Permeability to chloride ion: coulombs	100 Max at 28 days	AASHTO T277	

THIN BONDED WEARING COURSE (NON-BITUMINOUS)

MATERIALS (CONT.)

The aggregate wearing surface shall be broadcast into a liquid binder according to the manufacturer's specifications. The fine coarse aggregates shall be those typically used for high performance surfaces. Aggregates for Thin Bonded Wearing Course (Non-Bituminous) shall consist of clean, hard, durable fragments such as flint, chert, emery, or basaltic sand. Particle material, size, shape and surface texture shall be optimized for the binder. Aggregates shall have a proven record of durability in this type of application. All aggregate shall be stored in a dry, moisture-free atmosphere. The aggregate shall be fully protected from any contaminants on the job site and shall be stored so as not to be exposed to rain or other moisture sources. The aggregate shall conform to the properties listed in the following table. The aggregate wearing surface for this project shall be "Copper Slag" – black in color.

FINE AGGREGATE PROPERTIES

TESTS	Method	Limit
Los Angeles Abrasion (after 500 revolutions)	AASHTO T 96	40% max
MOHS Scale of Hardness	MOHS	7 min
Moisture Content	By Weight	< 0.2%

CONSTRUCTION REQUIREMENTS

The following items shall be performed prior to the commencement of surfacing operations:

1. The entire concrete deck shall be cleaned by steel shot-blasting to remove any oil, dirt, rubber or other materials that, in the opinion of the manufacturer or the Engineer, may be detrimental to the bonding and curing of the overlay.
2. In small areas that are not accessible with the steel shot blasting, such as at curbs, mechanical grinders may be permitted with the approval of the manufacturer and Engineer.
3. Surface irregularities greater than ¼ inch deep shall be filled with a material approved by the Engineer. Surface irregularities are not anticipated at the Wewatta Street bridge over Cherry Creek. If any irregularities are found, the work to fix them will be paid for separately.
4. Traffic of any type is forbidden on any portion of the deck following deck preparation (shot-blasting / mechanical grinding) and prior to cure of the final thin-bonded wearing course layer. Approved equipment will only be allowed on cleaned surfaces under the supervision of the manufacturer.

The Thin Bonded Wearing Course shall not be placed if the concrete surface temperature is less than 60°F.

The application of the Thin Bonded Wearing Course (Non-bituminous) shall be in accordance with the manufacturer's recommendations.

The number of layers and the application rates of the liquid in the various layers shall be as recommended by the manufacturer in order to achieve a typical overall thickness of 0.375 inches.

The method of broadcasting aggregate into the liquid binder on the bridge deck shall be uniform.

THIN BONDED WEARING COURSE (NON-BITUMINOUS)

CONSTRUCTION REQUIREMENTS (CONT.)

After the liquid binder has hardened, all loose and excess aggregate shall be removed with a power vacuum, or other method approved by the Engineer, prior to the application of subsequent coats. Loose and excess aggregate shall also be removed upon final curing of the wearing course.

The new wearing course shall not be opened to traffic (neither vehicle nor construction traffic) until the application is complete and the material has cured sufficiently to resist damage. Traffic may be allowed on the final layer after all excess and loose aggregate has been removed, as approved by the Engineer.

QUALITY CONTROL

In order to determine the adequacy of the surface preparation, perform bond tests at a minimum of three locations as soon as a surface area of adequate size is prepared. Apply palm sized patties of binder and aggregate, ¼ to 3/8 inch thick at various locations. After the samples have cured, the patties shall be removed with a hammer and chisel to examine the fracture and delamination plane. Concrete with fractured aggregate shall be attached to the entire underside of the patty. If only laitance or a small amount of concrete is attached, further deck preparation is required.

The manufacturer shall provide a representative on the job site at all times who, upon consultation with the Engineer, may suspend any item of work that is suspect and does not meet the requirements of this specification. Resumption of work can occur only after the manufacturer's representative and the Engineer are satisfied that appropriate remedial action has been taken by the Contractor.

METHOD OF MEASUREMENT

The Thin Bonded Wearing Course (Non-Bituminous) will be measured by the square yards of pavement surface completed and accepted.

BASIS OF PAYMENT

The accepted quantity of Thin Bonded Wearing Course (Non-Bituminous) will be paid at the Bid Item unit price per square yard.

The Bid Item unit price per square yard shall be full compensation for all labor, materials, equipment, mobilization, on-site manufacturer's representative, materials testing and all other work necessary to properly complete the item.

Pay Item Pay Unit

Thin Bonded Wearing Course (Non-Bituminous) Square Yard

END OF SECTION 519

**REVISION OF SECTION 601
STRUCTURAL CONCRETE**

Section 601 of the Standard Specifications is hereby revised as follows:

Table 601-1, footnote (7) shall be revised to include the following:

When No. 67 or No. 57 coarse aggregate is used as the largest aggregate in the mix, the required air content shall be 5% to 8%.

Subsection 601.05, any reference to the use of fly ash, shall be deleted.

Subsection 601.06, Item 7, is modified as follows:

(7) Supplier's Mix I.D. number

Subsection 601.07, (d) is deleted. Self-contained mobile mixers will not be allowed.

END OF REVISION OF SECTION 601

**REVISION OF SECTION 601
CONCRETE CLASS DT (DECK TOPPING)**

Section 601 of the Standard Specification is hereby revised for this project as follows:

Subsection 601.16 shall include the following:

Concrete bridge deck overlays shall be cured according to the Revision of Section 601, Bridge Deck Concrete.

Subsection 601.16 shall include the following:

In the event that plastic shrinkage cracking has occurred, any cracks greater than 0.02 mm (0.010 inch) in width that develop within the first 5 days of overlay placement shall be assumed plastic shrinkage cracks. The cracks will be measured by the Engineer by the insertion of a wire gage at any time or temperature at 5 days. The Contractor shall make repairs by filling the cracks, concrete removal and replacement, or other methods approved by the Engineer at no additional cost to the project.

A low viscosity two-part methacrylate or approved equal shall be used to fill cracks in accordance with the recommendations of the manufacturer of the crack filling material.

Subsection 601.17 shall include the following:

Those portions of the structure that have been overlaid with the Concrete Class DT shall not be opened to traffic, including construction traffic, for at least 5 days after overlay placement and until the concrete has reached compressive strength $f'c$.

Subsection 601.19 shall include the following:

Saw-cutting and sealing construction joints in bridge decks shall be included in the work.

END OF REVISION OF SECTION 601

**REVISION OF SECTION 601
SLAB JACKING**

Section 601 of the Standard Specifications is hereby revised for this project as follows;

Subsection 601.01 shall include the following:

This work includes raising and supporting of concrete slabs by once of the two methods i.e. mudjacking or high density foam jacking.

Subsection 601.03 shall include the following:

The material used for raising concrete slabs shall be a water blown formulation of high density polyurethane conforming to the following:

Property	ASTM Test Method	Value
Density, kg/m ³ (lbs/ft ³) minimum	D1622 without conditioning	64 (4)
Compressive Strength at yield point, kPa (psi) minimum	D1621 without conditioning	620 (90)
Volume Change % of original	D2126 (Temperature to be selected)	0.0%

The polyurethane material shall reach 90% of full compressive strength within 15 minutes from injection. The Contractor at no additional cost to the project shall perform sampling and testing of the polyurethane material. The Contractor shall supply Certified Test Results for each lot used on the project prior to placement.

Add subsection 601.051 immediately following subsection 601.05 which shall include the following:

601.051 Slab Jacking. Slabs shall be raised and supported in accordance with the following:

- (a) *Equipment.* The minimum equipment required shall be as listed below. The listing is a minimum and shall not preclude the use of additional equipment.
 - (1) A pneumatic drill and an electric drill capable of drilling 16mm (5/8 inch) diameter holes.
 - (2) A truck-mounted pumping unit capable of injecting the high density polyurethane formulation between the concrete pavement and the subbase and capable of controlling the rate of rise of the pavement.
- (b) *Construction Methods.*

Experience. The Contractor shall have a minimum of three years of experience in using high density polyurethane material to raise concrete slabs (as demonstrated by completed job references).

Preparation. A preliminary profile shall be performed to determine where and how much the slabs need to be raised. The profile shall be taken in each wheel path of the area to be raised. At least one profile shall be taken in the shoulders of the area to be raised. The interval between each point on the profile shall not exceed 1.8 meters (6 feet). The plot of the preliminary profile shall be given to the Engineer prior to raising any slabs.

Drilling. The injection holes shall be drilled in the following manner. A series of 16 mm (5/8 inch) holes shall be drilled at a maximum 2.4 meter (8 foot) intervals through the concrete. The exact location and spacing of the holes shall be determined by the Contractor.

Injecting. The high density polyurethane formulation shall then be injected as required to raise the slab to the required elevations. The Contractor shall construct cofferdams (or other means) to insure 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 nonexpansive cementitious grout.

Warranty. The Contractor shall provide to the Engineer copies of warranties provided by the manufacturer and/or installer of the product.

The Contractor shall be responsible for any pavement blowouts, new cracks or excessive pavement lifting which may result from the process and shall repair the damaged area to the satisfaction of the Engineer without additional cost to the project.

Subsection 601.18 shall include the following:

Slab Jacking will be measured by the kilogram (pound) of injected polyurethane material.

Subsection 601.19 shall include the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Slab Jacking (foam method)	Kilogram (Pound)
Slabjacking (mud jacking method)	Cubic Yard

Payment will be full compensation for all work and material.

END OF REVISION OF SECTION 601

**REVISION OF SECTION 606
BRIDGE RAIL REPAIR**

Section 606 of the Standard specifications is hereby revised for this project as follows:

Subsection 606.01 shall include the following:

Work for repair of bridge rails shall include removal and replacement of existing damaged, missing, or broken rail elements, where and as directed by the Engineer.

Subsection 606.08 shall include the following:

The accepted quantity of bridge rail repairs will be paid for at the contract unit linear foot price.

<u>Pay Item</u>	<u>Pay Unit</u>
Bridge Rail Repair	L.F.

END OF REVISION OF SECTION 606

**REVISION OF SECTION 609
CURB AND GUTTER**

Section 609 of the Standard Specifications is hereby revised as follows:

Subsection 609.01 shall be revised to include the following:

Combination Curb, Gutter, and Sidewalk
Variable Height Curb Head
Curb and Gutter, Variable Height Curb Head

Subsection 609.02 shall be revised as follows:

Paragraph 2 shall be deleted and replaced with the following:
Concrete shall conform to the requirements for Class "P" concrete as specified in subsections 601.02 and 601.03. When curb machines are used, the Contractor will be permitted to use AASHTO M 43 Size 57 or 67 aggregate in lieu of the coarse aggregate specified in Table 601-1, and a lesser slump will be permitted.

Subsection 609.03(a) shall be revised as follows:

Excavation. Excavation shall conform to the requirements of the Revision of Section 608, Subsection 608.03(a).

Subsection 609.03(c) shall be revised to include the following:

The Contractor shall protect all new concrete items built under this Contract against defacement, or other injury, from any cause. If said damage cannot be adequately repaired to the satisfaction of the Engineer, the Contractor shall remove and replace the unacceptable items at Contractor's expense.

Subsection 609.03(d) shall be revised to include the following:

For construction of curb and gutter adjacent to existing concrete pavement, the joint pattern shall match that of the concrete pavement. The joint pattern shall be approved by the Engineer prior to construction.

Subsection 609.03(i) shall be revised to include the following:

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

Subsection 609.07 shall be revised to include the following:

Payment will be made under:

Pay Item

Pay Unit

Curb and Gutter, (6 Inch)

L.F.

Payment shall be full compensation for labor and materials including, but not limited to, reconditioning, reinforcing steel, backfill and HPB patching and tack coat for Variable Height Curb Head.

Excavation 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.

END OF REVISION OF SECTION 609

**REVISION OF SECTION 626
MOBILIZATION**

Section 626 of the Standard Specifications is hereby revised as follows:

Mobilization, when authorized, will be paid at the amount negotiated between the engineer and the contractor..

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, in descending order of precedence, these plans and special specifications, Traffic Barricade Manual published by the City and County of Denver, the Standard Specifications, as augmented by the Colorado Department of Transportation M and/or S standards, and the Manual on Uniform Traffic Control Devices for Streets and Highways.

Subsection 630.02 through 630.08 shall be as provided in the City and County of Denver Traffic Barricade manual, latest edition. Modifications to said manual are:

Section III shall include:

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

A tabulation of all traffic control devices shown in the detailed diagram including, but not limited to: construction signs, vertical panel; vertical panel with light; Type 1 and Type 2 barricades; cones, drum channelizing devices; concrete barrier (temporary); advance warning flashing or sequencing arrow panel. Certain traffic control devices may be used for more than one operation or phase. However, all devices required for any particular phase must be detailed and tabulated for each phase. Certain traffic control devices may be used for more than one phase of construction.

Number of flagpersons to be used.

Number of days a Traffic Control Supervisor is to be required.

Number of hours for uniformed traffic control.

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

VI.B.3 therein shall include:

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

VI.F shall include:

The Contractor shall be responsible for maintaining the Traffic Control items per approved method for Handling Traffic (MHT).

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 Engineer's request at other than normal working hours. The Traffic Control Supervisor shall have an up-to-date copy of part VI of the MUTCD, pertaining to traffic controls for street and highway construction, as well as the City and County Traffic Barricade manual, available at all times. Daily TCS manhour reports are to be provided to the contractor.

VI.F.2 The third item shall read:

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

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

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

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

Payment for all Traffic Control shall be included in the work.

END OF REVISION OF SECTION 630

**REVISION OF SECTION 700
MATERIALS DETAILS**

Section 700 of the Standard Specifications is hereby revised for this project as follows:

Revised Subsection 700.01 to include the following:

All proprietary products specified shall be applied in strict accordance with the manufacturer's requirements and recommendations, including any requirements for work done in cold weather. The manufacturer's representative shall be present at the job site at the beginning of each phase of the project to ensure that all products are being installed in accordance with the manufacturer's requirements. The Contractor shall notify the Engineer when the manufacturer's representative will be present at the job site, and the Engineer will verify with the manufacturer's representative that manufacturer's products are being installed in accordance with the manufacturer's requirements. An approved equivalent may be used in lieu of any proprietary product specified.

END OF REVISION OF SECTION 700

**REVISION OF SECTION 705
JOINT, WATERPROOFING AND BEARING MATERIALS**

Section 705 of the Standard specifications is hereby revised for this project as follows:

Subsection 705.01(a) shall be revised to include the following:

Sealant shall be heated only for the time limit recommended by the manufacturer. Also, the sealant shall not be reheated more times than recommended by the manufacturer.

Subsection 705.01 shall be revised to include the following:

(c) Hot Joint Sealants, Concrete Pavement. Hot-poured joint sealer material for concrete slab joints shall conform to the requirements of ASTM D 1190 or ASTM D 3405 and to the following:

Mortar blocks for the bond test shall be as described in ASTM D 1191

Coal tar base material is not acceptable.

The shipping containers shall be marked by the manufacturer with the name of the material, the name and brand of the manufacturer, the weight, the batch number and the safe heating temperature.

The materials shall be stored in accordance with manufacturer's recommendations, but they shall not be exposed to ambient temperatures in excess of 125 degrees F, or stored in direct sunlight.

The sealer material shall be melted in a heating kettle, or tank, constructed as a double boiler, with a space between the inner and outer shells filled with oil, asphalt, or other material for heat transfer and for positive temperature control.

The heating and melting unit shall be equipped so that the heat may be adjusted to provide control of the temperature of the heating medium used for melting the sealer material. The sealer material shall not be subjected to temperatures in excess of 450 degrees F at any stage or time during the melting operation.

END OF REVISION OF SECTION 705

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DEPARTMENT OF PUBLIC WORKS

Drawings

Contract No. 201309355

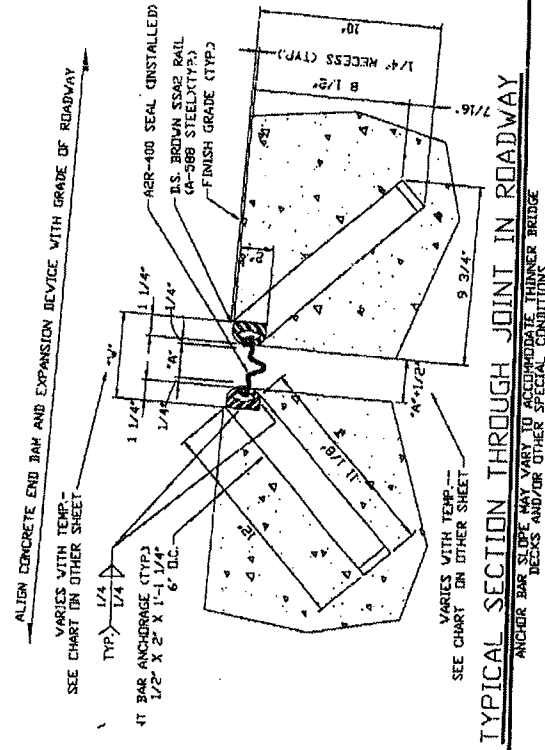
**2013 ON-CALL STRUCTURAL & SAFETY
REPAIRS PHASE I**

JANUARY 15, 2013

GENERAL NOTES

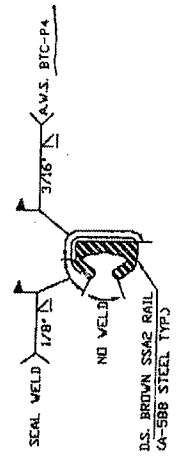
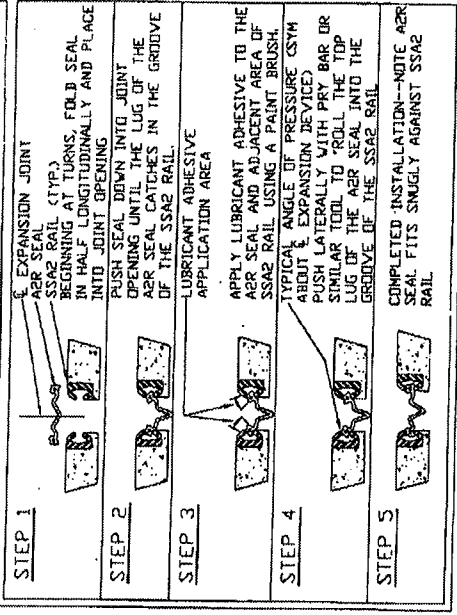
1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD. DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF BOWMAN CONSTRUCTION SUPPLY AND THE ENGINEER. THE ENGINEER'S APPROVAL SHALL BE OBTAINED PRIOR TO ANY CORRECTIONS.
2. A REPRESENTATIVE OF BOWMAN CONSTRUCTION SUPPLY AND THE ENGINEER SHALL BE PRESENT DURING INSTALLATION.
3. SSM200 SHALL BE FABRICATED IN MAXIMUM 23'-0" LENGTHS. FABRICATION SHALL BE IN ACCORDANCE WITH SECTION 05110 PART 1.01.
4. AFTER FABRICATION, EXPANSION DEVICES SHALL BE GALVANIZED TO ASTM A153.
5. "W" AND "V" DIMENSIONS ARE TEMPERATURE DEPENDENT. INTERPOLATE AS NECESSARY. SEE SPECIFICATIONS TO DETERMINE STRUCTURE TEMPERATURE.
6. MINIMUM GAP WIDTH FOR ABR AND ABR-XTRA SEALS SHALL BE 1/2" MEASURED FROM STEEL RAIL TO STEEL RAIL. MAXIMUM GAP WIDTH SHALL BE 4 1/2". FOR ABR-XTRA SEAL, MINIMUM GAP WIDTHS OUTSIDE THESE PARAMETERS MAY CAUSE JOINT FAILURE. MINIMUM GAP WIDTH FOR ABR-XTRA SEAL IS 1/2".
7. EXPANSION DEVICES GUTTER LINE SHALL BE RECESSED 1/4" MINIMUM BELOW CONCRETE GUTTER LINE. RECESS VARIES FROM ONE SIDE OF JOINT TO OTHER SIDE OF JOINT FOR SKEWED CONCRETE GUTTERS. SEE PLAN DETAILS.
8. SSM200 SEAL SHALL BE INSTALLED 1/4" BELOW CONCRETE. PARALLEL TO SLOPE OF CONCRETE. SEE PLAN DETAILS.
9. FABRICATED SEAL SHALL BE FIELD CUT TO ACCOMMODATE ROADWAY CROWNS, SLOPE BREAKS, AND CONSTRUCTION PHASING. SEAL SHALL NOT TURN AND FIELD WELD PER FIELD WELD DETAIL.
10. MASK OFF GROOVE IN SSM RAILS OR INSERT 3/4" x 6" BAKER ROD TO PREVENT CONCRETE INTRUSION INTO GROOVE OF SSM200 RAIL.
11. PLACE AND CURE CONCRETE ACCORDING TO SPECIFICATIONS.
12. IMMEDIATELY AFTER CONCRETE ACHIEVES INITIAL SET, REMOVE ALL RIGID SUPPORTS THAT SPAN THE EXPANSION GAP.
13. SEAL SHALL BE FIELD INSTALLED BY THE CONTRACTOR CONTINUOUSLY.
14. FACTORY VULCANIZED HORIZONTAL HITCHES ARE REQUIRED FOR HORIZONTAL JOINTS. FOR ANGLES GREATER THAN 35°, NO FIELD LAPPING OR PATCHING OF SEAL. CLEAN ALL AREAS OF STEEL TO BE IN CONTACT WITH THE SEAL.
15. LAY OUT AND INSTALL EXPANSION DEVICES TO EXPANSION DEVICES TO CHECK LENGTH AND CONFORMANCE OF ANY TURNS. SEE SEAL INSTALLATION DETAIL.
16. LUBRICANT ADHESIVE SHALL BE DELASTIBOND 1520 AND SHALL BE A ONE-PART POLYURETHANE ADHESIVE CONFORMING TO ASTM D4070.
17. APPLY LUBRICANT ADHESIVE FOR ONLY 3-4 FEET AT A TIME. WORK BOTH SIDES OF SEAL SIMULTANEOUSLY.
18. SEAL SHALL BE FULLY INSTALLED PRIOR TO PLACEMENT OF ANY SIDEWALKS, CURBS, ETC. ABOVE EXPANSION DEVICES. GAP WIDTH SHALL BE AT LEAST 1/4" MINIMUM. EXPANSION DEVICES. NO CONCRETE OR OTHER FOREIGN MATERIAL MAY BE PERMANENTLY PLACED ON TOP OF SEAL.
19. MATERIAL CERTIFICATIONS SHALL BE SUPPLIED FOR ALL PERMANENT MATERIALS.

EXAMPLE OF 0-4" EXPANSION DEVICE



TYPICAL SECTION THROUGH JOINT IN ROADWAY
ANCHOR BARS & SLOPE MAY VARY TO ACCOMMODATE THINNER BRIDGE DECKS AND/OR OTHER SPECIAL CONDITIONS

A2R GLAND INSTALLATION INSTRUCTIONS



FIELD WELD DETAIL

ALL FIELD BUTT JOINTS IN STEEL RAIL SHALL BE SINGLE V-GROOVE WELDS BTC-P4 WITH E-7XX OR E-7XX ELECTRODE. NO WELD IN INTERIOR OF RAIL WHERE IN CONTACT WITH RUBBER SEAL.

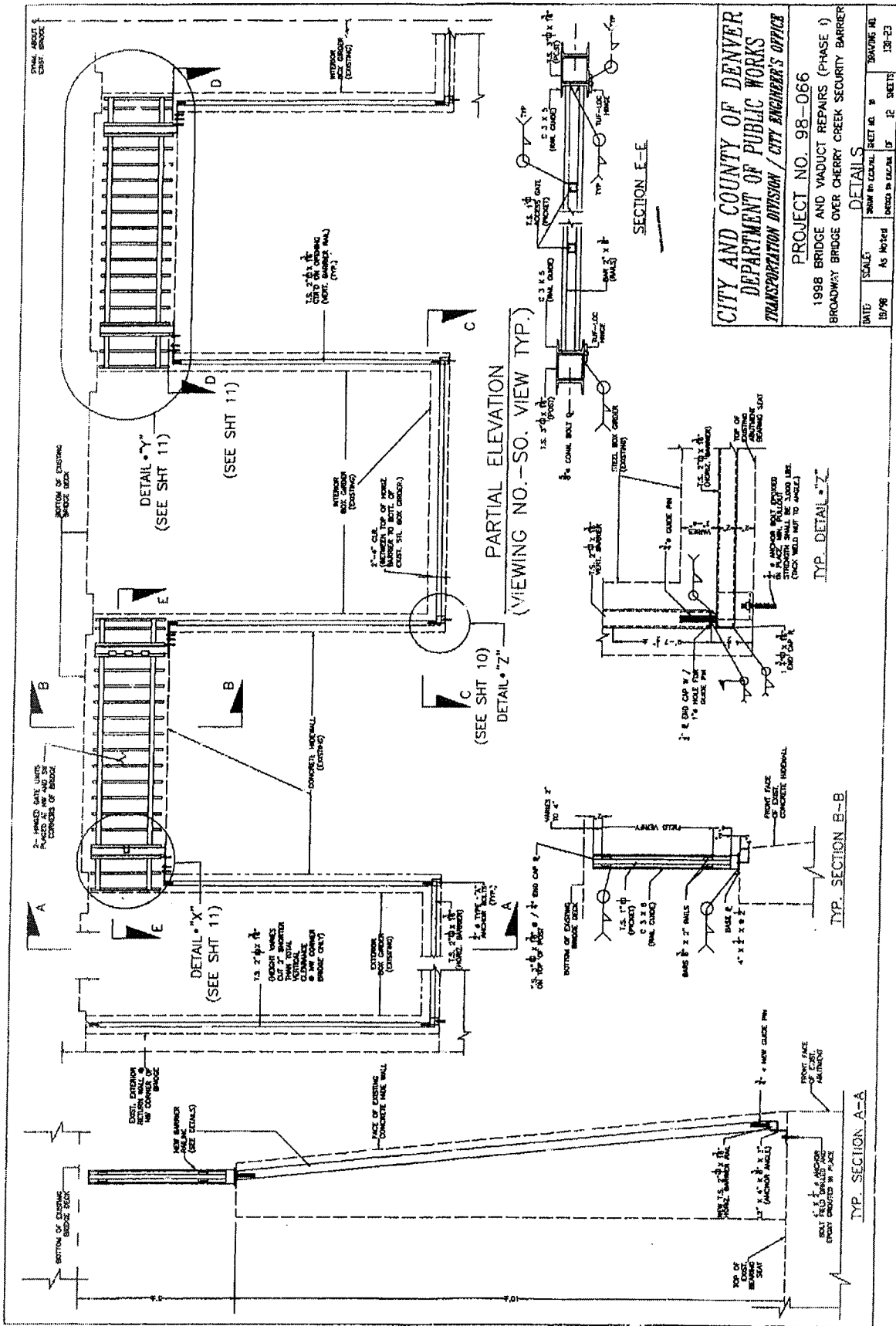
REVISIONS		DATE
NO.	REMARKS	

BOWMAN
CONSTRUCTION SUPPLY, INC.
1000 17th Street, Suite 1000, Denver, CO 80202
TEL: 303.733.1111 FAX: 303.733.1111

CUSTOMER: HALLMARK, INC.
PROJECT NO: 2008 DENVER BRIDGE AND VIADUCT REPAIR
LOCATION: ELITCH'S DRIVE RAMP FROM SPEER BLVD DENVER, COLORADO

ARCH/ENGINEER: DENVER DEPARTMENT OF PUBLIC WORKS
DESCRIPTION OF MATERIALS: BRIDGE EXPANSION DEVICE 0-4" - D.S. BROWN SS200 RAIL WITH ABR SEAL, GENERAL NOTES

DWG BY: RCM CHK BY: ISFT GRT OF DATE: 1-5-09



CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION DIVISION / CITY ENGINEER'S OFFICE

PROJECT NO. 98-066
1998 BRIDGE AND VIADUCT REPAIRS (PHASE 1)
BROADWAY BRIDGE OVER CHERRY CREEK SECURITY BARRIER

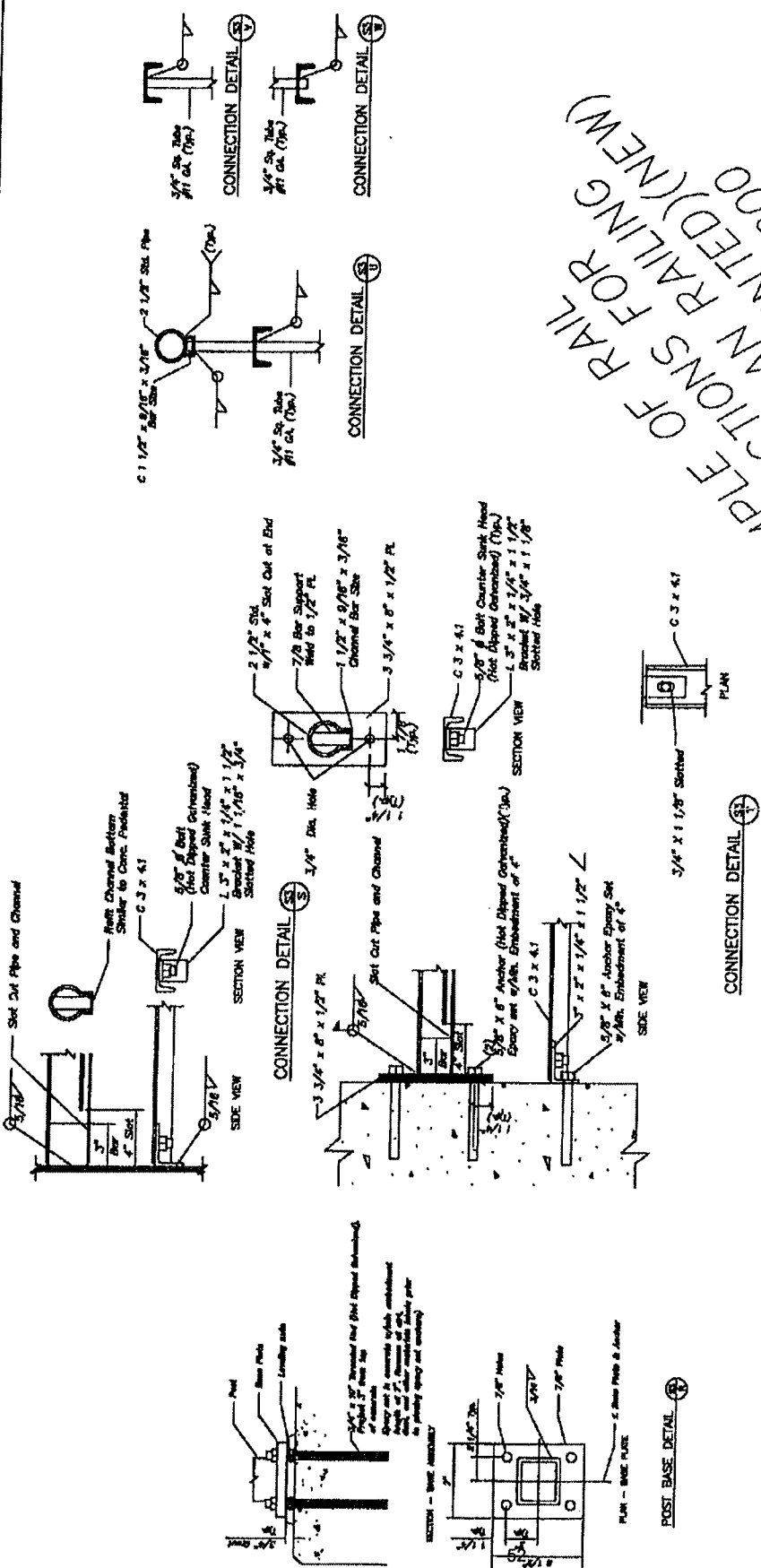
DATE:	SCALE:	DATE:	SCALE:
10/98	As Noted	10/98	As Noted

DETAILS

NO. IN LOCAL SET:	SHEET NO.:	DRAWING NO.:
12	12	120-23

NO. IN LOCAL SET OF 12 SHEETS

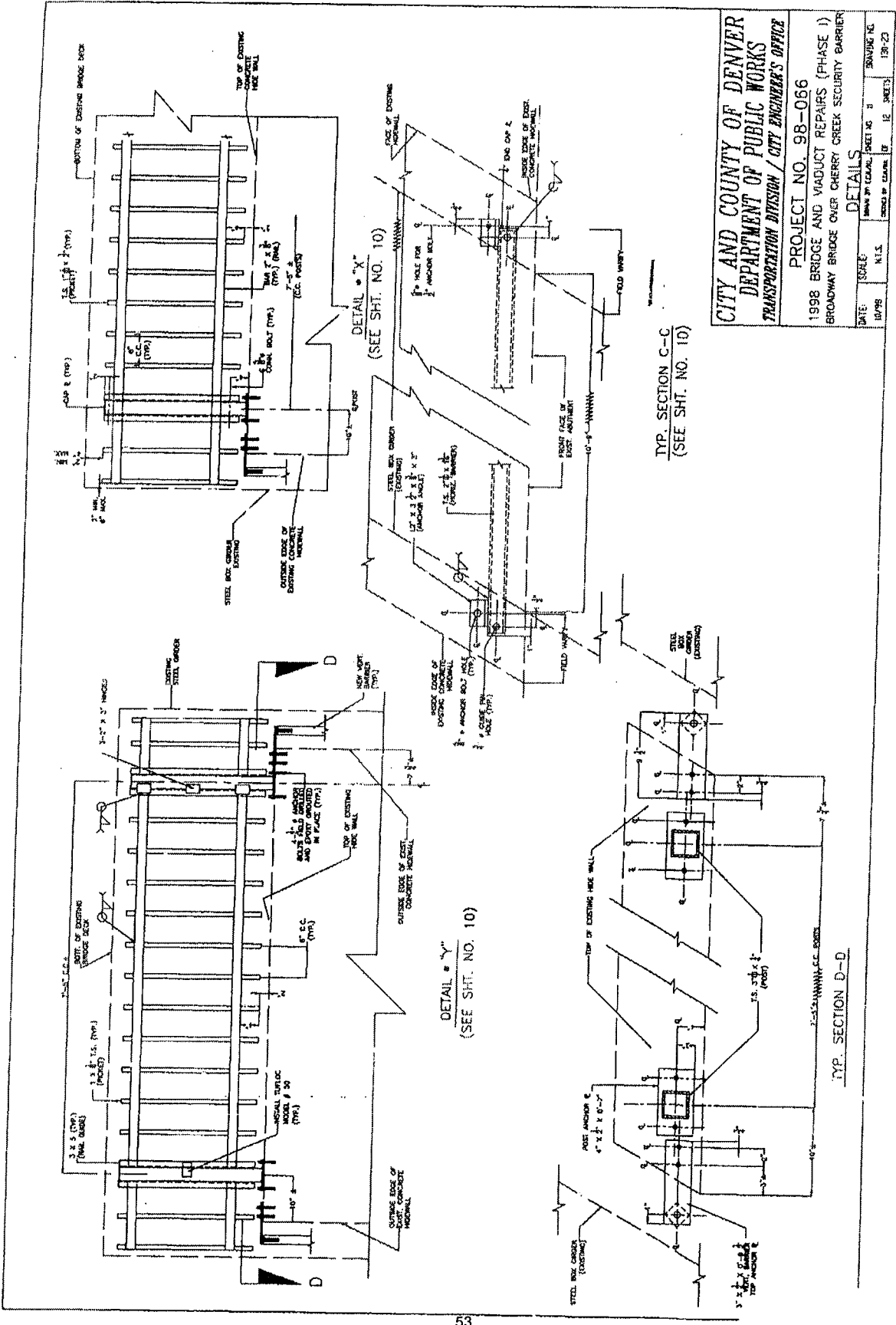
EXAMPLE OF RAIL CONNECTIONS FOR
 PEDESTRIAN RAILING
 (STEEL) (PAINTED) (NEW)
 ITEM 514-00200



NOTES

1. For General Detailing, see Sheet 52.
2. Manufacturer's Recommendations are to be strictly followed in placement of anchors, epoxy and grout.
3. All Roll Connection bolts, Anchor Bolts and associated Hardware i.e. nuts, washers shall be Hot Dipped Galvanized.

CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS	
INFRASTRUCTURE PLANNING AND PROGRAMMING ON-CALL STRUCTURAL AND SAFETY RESOURCES, PHASE 2 CONTRACT NO. A121266, WORK ORDER NO. 5	RAILING REPAIRS AT 36TH AVENUE SUBWAY
RAILING CONNECTION DETAILS	
DATE: _____	SCALE: _____
PROJECT NO.: _____	DRAWING NO.: 514-00200



CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION DIVISION / CITY ENGINEER'S OFFICE

PROJECT NO. 98-066
1998 BRIDGE AND VIADUCT REPAIRS (PHASE 1)
BROADWAY BRIDGE OVER CHERRY CREEK SECURITY BARRIER

DATE: 10/98 **SCALE:** N.I.S. **DRAWN BY:** C.E. **CHECKED BY:** C.E. **SHEET NO.:** 12 **TOTAL SHEETS:** 130-23

DETAILS

DETAIL "Y"
 (SEE SHT. NO. 10)

DETAIL "X"
 (SEE SHT. NO. 10)

TYP. SECTION C-C
 (SEE SHT. NO. 10)

TYP. SECTION D-D