

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



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

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Contract Documents**

**Contract Number: 202056865**

**27th Street Storm Interceptor Phase 3**

**December 31, 2020**



**NOTICE TO APPARENT LOW BIDDER**

**BT CONSTRUCTION, INC.  
9885 Emporia Street  
Henderson, CO 80640**

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **February 18, 2021**, for work to be done and materials to be furnished in and for:

**CONTRACT 202056865 – 27<sup>TH</sup> STREET STORM INTERCEPTOR PHASE 3**

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: **Ninety-Nine (99) bid items (01-21.23.02 through 50-1)** the total estimated cost thereof being: **Five Million Three Hundred Twenty-Three Thousand Thirty-Nine Dollars and No Cents (\$5,323,039.00)**.

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

- a. Insurance Certificates: Commerical General Liability, Business Automobile with hazardous material transport language, Workers Compensation, and Contractors Pollution Liability Including Errors and Omissions; and
- b. Payment and Performance Bond along with One original Power of Attorney relative to Performance and/or Payment Bond.

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

Prior to issuance of Notice to Proceed, all Equal Opportunity requirements must be completed. Additional information may be obtained by contacting the Director of DSBO at (720-913-1999).

City and County of Denver Department of Transportation & Infrastructure  
Office of the Executive Director  
201 W. Colfax Avenue, Dept. 608 | Denver, CO 80202  
[www.denvergov.org/doti](http://www.denvergov.org/doti)  
Phone: 720-865-8630



**NOTICE TO APPARENT LOW BIDDER**

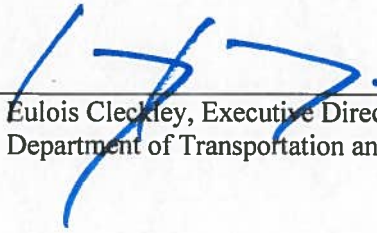
CONTRACT NO. 202056865

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

Dated at Denver, Colorado this 27<sup>th</sup> day of MARCH 2021.

CITY AND COUNTY OF DENVER

By:   
Eulois Cleckley, Executive Director  
Department of Transportation and Infrastructure

cc: Treasury, DSBO, PM, Prevailing Wage, PRO, File

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



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

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Bid Form Package**

**Contract Number: 202056865**

**27th Street Storm Interceptor Phase 3**

**December 31, 2020**

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

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

### **BIDDER'S CHECKLIST**

These forms comprise the Bid Form and Submittal Package. Please note that a copy of the executed bid bond is to be submitted via QuestCDN at the time of bid opening, and that the original bid bond must be mailed and received within 7 calendar days after the bid due date.

Bidders must utilize the Bid Worksheet in the online bidding section of QuestCDN to submit their bid item pricing. The totals from the worksheet are required on page BF-7 of the Submittal Package.

<b>FORM/ PAGE NO.</b>	<b>COMMENTS</b>	<b>COMPLETE</b>
BF-4 – BF-5	a.) Legal name, address, Acknowledgment signature and attestation (if required)	<input checked="" type="checkbox"/>
BF-6+	a.) Complete all blanks b.) Legal name required	<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. b.) Calculate Textura® Construction Payment Management System Fee from chart on pg. BF-3 and include fee in the Base Bid space provided.	<input checked="" type="checkbox"/> <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 Form 1A - List of Proposed Subcontractors, Subconsultants, and/or Suppliers ('Base Bid Total' from BF-7 = 'Total Contract Value')	<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 Participation	<input checked="" type="checkbox"/>
BF-14	a.) Fully complete Letter(s) of Intent	<input checked="" type="checkbox"/>
BF-15	a.) Fill in all Bid Bond blanks b.) Signatures required c.) Corporate Seal if required d.) Dated e.) Attach Surety Agents Power of Attorney or Certified or cashier's check made out to the Manager of Revenue referencing Bidder's Company and Contract Number.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-16 - BF-19	a.) Each bidder, as a condition of responsiveness to this solicitation, shall <u>complete and return</u> the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their Bid.	<input checked="" type="checkbox"/>

**Textura® Construction Payment Management System (“Textura”)**

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

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

For more information:

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

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

**CONTRACT NO. 202056865**

**27<sup>TH</sup> STREET STORM INTERCEPTOR PHASE 3**

**BIDDER:** BT Construction, Inc.  
(Legal Name per Colorado Secretary of State)

**ADDRESS:** 9885 Emporia Street  
Henderson, CO 80640

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

**NAME:** Rob Willis **TITLE:** Director of Estimating  
& Business Development  
**EMAIL:** rob.willis@btconstruction.com **PHONE NUMBER:** 720-879-3146

**AUTHORIZED ELECTRONIC SIGNATORY**

**NAME:** JOSH LIVERMORE  
**EMAIL:** Josh.Livermore@btconstruction.com

The undersigned bidder states that the undersigned bidder has received and had an opportunity to fully and thoroughly examine a complete set of the Contract Documents for **Contract No. 202056865 - 27<sup>th</sup> Street Storm Interceptor Phase 3**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated December 31, 2020.

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

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

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



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

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

- Notice of Invitation for Bids
- Instructions to Bidders
- Addenda (as applicable)
- Equal Employment Opportunity Provisions (Appendix A and Appendix F)
- Contract Form
- General Contract Conditions
- Special Contract Conditions
- Performance and Payment Bond
- Notice to Apparent Low Bidder
- Notice to Proceed
- Contractor's Certification of Payment Form
- Final Release and Certificate of Payment
- Certificate of Contract 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:**

**ATTEST:**

Name: BT Construction, Inc.

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

By: CHRIS GRAY



Title: V.P.



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

**BID FORM**

**CONTRACT NO. 202056865**

**27<sup>TH</sup> STREET STORM INTERCEPTOR PHASE 3**

**BIDDER:** BT Construction, Inc.  
(Legal Name per Colorado Secretary of State)

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

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on **December 31, 2020**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 202056865 - 27<sup>th</sup> Street Storm Interceptor Phase 3**, 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 MWBE Participation*  
*Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C.*  
*Bid Bond*  
*Addenda (as applicable)*  
*Equal Employment Opportunity Provisions (Appendix A and Appendix F)*  
*Bid Form*  
*Contract Form*  
*General Contract Conditions*  
*Special Contract Conditions*  
*Performance and Payment Bond*  
*Notice to Apparent Low Bidder*  
*Notice to Proceed*  
*Contractor's Certification of Payment Form*  
*Final Release and Certificate of Payment*  
*Certificate of Contract Receipt*  
*Change Orders (as applicable)*  
*Federal Requirements (as applicable)*  
*Prevailing Wage Rate Schedule(s)*  
*Technical Specifications*  
*Contract Drawing*  
*Accepted Shop Drawings*  
*Certificate of Insurance*

27th Street Storm Interceptor Phase 3							300 days	BT CONSTRUCTION, INC.: Hartford Fire Insurance Company	
Contract No. 202056865									
ID	Bid Item	Description	Units	Qty	Unit Cost	Total Cost	Unit Bid	Total Bid	
24398	01-21.23.02	ALLOWANCE FOR INSTALLATION OF IRRIGATION SYSTEM	A/A	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
24144	01-21.16.01	ALLOWANCE FOR TREE REMOVAL, TRIMMING/ REPLACEMENT AND DISPOSAL	A/A	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	
22218	01-21.19.01	ALLOWANCE FOR CERTIFIED ASBESTOS BUILDING INSPECTOR (CABI)/AIR MONITOR(HOURLY)	A/A	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	
22217	01-52.13	TEMPORARY OFFICE FACILITIES	LS	1	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	
22219	2-1.2a	REMOVE 6" CONCRETE CURB AND/OR GUTTER	LF	1870	\$11.50	\$21,505.00	\$6.00	\$11,220.00	
22220	2-1.4	REMOVE SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	SF	2447	\$7.00	\$17,129.00	\$6.00	\$14,682.00	
22221	2-2.1	REMOVE CONCRETE SIDEWALK	SF	1835	\$5.00	\$9,175.00	\$6.00	\$11,010.00	
24140	2-2.2	REMOVE CONCRETE DRIVEWAY PAVING	SF	2218	\$5.00	\$11,090.00	\$6.00	\$13,308.00	
24143	2-2.5	REMOVE MISCELLANEOUS CONCRETE FLATWORK	SF	2368	\$5.00	\$11,840.00	\$6.00	\$14,208.00	
24141	2-3.3	REMOVE CONCRETE ALLEY PAVING	SF	585	\$7.00	\$4,095.00	\$6.00	\$3,510.00	
22222	2-11.2b	REMOVE EXISTING 10" STORM SEWER PIPE	LF	91	\$39.00	\$3,549.00	\$18.00	\$1,638.00	
22223	2-11.2c	REMOVE EXISTING 12" STORM SEWER PIPE	LF	30	\$62.00	\$1,860.00	\$55.00	\$1,650.00	
22224	2-11.2d	REMOVE EXISTING 15" STORM SEWER PIPE	LF	340	\$40.00	\$13,600.00	\$36.00	\$12,240.00	
24035	2-11.2q	REMOVE EXISTING 66" STORM SEWER PIPE	LF	50	\$100.00	\$5,000.00	\$55.00	\$2,750.00	
22226	2-11.5c	ABANDON EXISTING 12" SEWER PIPE	LF	131	\$32.00	\$4,192.00	\$20.00	\$2,620.00	
22225	2-11.5d	ABANDON EXISTING 15" SEWER PIPE	LF	126	\$32.00	\$4,032.00	\$20.00	\$2,520.00	
22227	2-11.5e	ABANDON EXISTING 18" SEWER PIPE	LF	40	\$40.00	\$1,600.00	\$20.00	\$800.00	
24039	2-11.5q	ABANDON EXISTING 66" SEWER PIPE	LF	80	\$250.00	\$20,000.00	\$230.00	\$18,400.00	
22232	2-12.2	REMOVE EXISTING STORM MANHOLE	EA	2	\$1,400.00	\$2,800.00	\$800.00	\$1,600.00	
22233	2-12.4	ABANDON EXISTING STORM MANHOLE	EA	2	\$2,060.00	\$4,120.00	\$3,000.00	\$6,000.00	
22234	2-13.1	REMOVE EXISTING STORM INLET	EA	5	\$1,600.00	\$8,000.00	\$1,500.00	\$7,500.00	
24148	2-17.1	REMOVE AND REPLACE/RELOCATE UTILITY POLES	EA	4	\$6,600.00	\$26,400.00	\$2,000.00	\$8,000.00	
22235	2-17.3	REMOVE AND REPLACE/RELOCATE SIGN	EA	11	\$730.00	\$8,030.00	\$800.00	\$8,800.00	
24480	2-17.3	REMOVE AND REPLACE/RELOCATE SIGN	EA	4	\$750.00	\$3,000.00	\$1,000.00	\$4,000.00	
24481	2-17.3	REMOVE AND REPLACE/RELOCATE SIGN	EA	1	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	
22228	2-20a	REMOVE TROLLEY TRACKS	LF	390	\$60.00	\$23,400.00	\$40.00	\$15,600.00	
22216	02-22.13	VIBRATION ASSESSMENT	LS	1	\$75,000.00	\$75,000.00	\$120,000.00	\$120,000.00	
22211	3-2	HAULING OF CONTAMINATED MATERIALS TO DENVER/ARAPAHOE DISPOSAL SITE (DADS)	TON	2010	\$38.00	\$76,380.00	\$25.00	\$50,250.00	
22236	3-7a	HEALTH & SAFETY PLAN	LS	1	\$3,100.00	\$3,100.00	\$3,000.00	\$3,000.00	
22237	3-7b	MATERIAL MANAGEMENT PLAN	LS	1	\$15,000.00	\$15,000.00	\$3,000.00	\$3,000.00	
24162	5-2a	SUBGRADE MATERIAL (SELECT BACKFILL)	TON	2000	\$25.00	\$50,000.00	\$30.00	\$60,000.00	
24157	5-7	CONTROLLED LOW STRENGTH MATERIALS (CLSM)	CY	100	\$200.00	\$20,000.00	\$180.00	\$18,000.00	
24156	5-8	CRUSHED GRAVEL BASE COURSE (CDOT CLASS 6 ROAD BASE)	TON	300	\$35.00	\$10,500.00	\$20.00	\$6,000.00	
22241	5-9	PERMEATION GROUTING	LF	40	\$4,200.00	\$168,000.00	\$1.00	\$40.00	
22239	8-1.1b	6" DIP AWWA C151, CLASS 50 WATER LINE	LF	63	\$250.00	\$15,750.00	\$190.00	\$11,970.00	
22240	8-1.1c	8" DIP AWWA C151, CLASS 50 WATER LINE	LF	40	\$350.00	\$14,000.00	\$310.00	\$12,400.00	
24041	8-1.1h	16" DIP AWWA C151, CLASS 50 WATER LINE	LF	150	\$569.00	\$85,350.00	\$340.00	\$51,000.00	
24145	8-1.2b	INSTALL 6" WATER VALVE	EA	2	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	
24146	8-1.2c	INSTALL 8" WATER VALVE	EA	2	\$2,550.00	\$5,100.00	\$2,500.00	\$5,000.00	
24147	8-1.2h	INSTALL 16" WATER VALVE	EA	2	\$5,500.00	\$11,000.00	\$14,000.00	\$28,000.00	
22238	8-1.5a	LEAD SERVICE LINE REPLACEMENT, <2" ID	LF	90	\$130.00	\$11,700.00	\$250.00	\$22,500.00	
22242	8-2	REMOVE FIRE HYDRANT ASSEMBLY	EA	1	\$1,900.00	\$1,900.00	\$1,200.00	\$1,200.00	
22243	8-3	RESET OR INSTALL FIRE HYDRANT ASSEMBLY	EA	6	\$6,700.00	\$40,200.00	\$5,300.00	\$31,800.00	
22230	8-4	REMOVE EXISTING WATER LINE	LF	63	\$50.00	\$3,150.00	\$30.00	\$1,890.00	
22231	8-4	REMOVE EXISTING WATER LINE	LF	23	\$75.00	\$1,725.00	\$50.00	\$1,150.00	
24040	8-4	REMOVE EXISTING WATER LINE	LF	150	\$125.00	\$18,750.00	\$20.00	\$3,000.00	
22244	12-1.1	6" CURB AND GUTTER 2' PAN (CDOT T2, IIB)	LF	1076	\$45.00	\$48,420.00	\$65.00	\$69,940.00	
24042	12-1.7	6" CONCRETE CURB HEAD	LF	337	\$45.00	\$15,165.00	\$45.00	\$15,165.00	
22245	12-1.8	SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	SF	1648	\$23.00	\$37,904.00	\$20.00	\$32,960.00	
24155	12-1.8	SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	SF	880	\$40.00	\$35,200.00	\$22.00	\$19,360.00	
24142	12-1.9	GUTTER OVERLAY	LF	185	\$22.00	\$4,070.00	\$21.00	\$3,885.00	
22246	12-2.1	CONCRETE SIDEWALK	SF	2074	\$15.00	\$31,110.00	\$16.00	\$33,184.00	
24154	12-2.1	CONCRETE SIDEWALK	SF	77	\$26.00	\$2,002.00	\$40.00	\$3,080.00	
24149	12-5.1	CONCRETE DRIVEWAY PAVING	SF	2884	\$18.00	\$51,912.00	\$16.00	\$46,144.00	
24150	12-5.5	CONCRETE ALLEY PAVING	SF	585	\$15.00	\$8,775.00	\$23.00	\$13,455.00	
24048	12-13	CONCRETE ENCASMENT AROUND PIPE	CY	5	\$1,000.00	\$5,000.00	\$1,700.00	\$8,500.00	
24153	16-3	CHAIN LINK FENCE	LF	2500	\$21.00	\$52,500.00	\$40.00	\$100,000.00	
22247	20-2ce	ASPHALT SURFACE COURSE, SX, RAP 20%, N=100, 64-22.	SY-IN	9657	\$9.00	\$86,913.00	\$10.00	\$96,570.00	
22248	20-3ce	ASPHALT BASE COURSE, S, RAP 20%, N=100, 64-22.	SY-IN	19780	\$10.00	\$197,800.00	\$9.00	\$178,020.00	
22250	20-4	ASPHALT ROTOMILL	SY-IN	4431	\$6.00	\$26,586.00	\$2.00	\$8,862.00	
24050	20-5	ASPHALT PATCH	SY-IN	2278	\$11.30	\$25,741.40	\$9.00	\$20,502.00	
24049	33-05.26.01	EXISTING UTILITY LOCATION/COORDINATION/RELOCATION AND/OR ADJUSTMENT	LS	1	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00	
24390	34-2.3c	12" DIAMETER C-76 RCP, CLASS III	LF	16	\$188.00	\$3,008.00	\$900.00	\$14,400.00	
22251	34-2.3d	15" DIAMETER C-76 RCP, CLASS III	LF	40	\$188.00	\$7,520.00	\$600.00	\$24,000.00	
22252	34-2.3e	18" DIAMETER C-76 RCP, CLASS III	LF	224	\$218.00	\$48,832.00	\$450.00	\$100,800.00	
22253	34-2.3g	24" DIAMETER C-76 RCP, CLASS III	LF	73	\$253.00	\$18,469.00	\$450.00	\$32,850.00	
24046	34-2.3i	30" DIAMETER C-76 RCP, CLASS III	LF	38	\$360.00	\$13,680.00	\$530.00	\$20,140.00	
22254	34-2.3s	78" DIAMETER C-76 RCP, CLASS III	LF	376	\$1,850.00	\$695,600.00	\$1,300.00	\$488,800.00	

22255	34-2.3u	90" DIAMETER C-76 RCP, CLASS III	LF	231	\$1,290.00	\$297,990.00	\$1,500.00	\$346,500.00
24044	34-7.1c	12" DIAMETER PVC PIPE	LF	43	\$140.00	\$6,020.00	\$400.00	\$17,200.00
25087	34-7.1i	30" DIAMETER PVC PIPE	LF	8	\$450.00	\$3,600.00	\$500.00	\$4,000.00
22256	34-11.6v	78" RPMP BY JACKING/BORING	LF	101	\$4,300.00	\$434,300.00	\$13,750.00	\$1,388,750.00
24045	34-11.9a	18" RPMP BY OPEN CUT (for SN & PN see additional notes)	LF	45	\$800.00	\$36,000.00	\$700.00	\$31,500.00
24047	34-11.9w	84" RPMP BY OPEN CUT (for SN & PN see additional notes)	LF	319	\$1,500.00	\$478,500.00	\$1,500.00	\$478,500.00
22259	34-12.4a	CAST-IN-PLACE TYPE B MANHOLE WITH TYPE A TOP SLAB	EA	3	\$40,000.00	\$120,000.00	\$65,000.00	\$195,000.00
22260	34-12.5b	CAST-IN-PLACE TYPE P MANHOLE WITH TOP SLAB FOR H>2' DEPTH	EA	3	\$50,000.00	\$150,000.00	\$75,000.00	\$225,000.00
24037	34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE	EA	2	\$35,000.00	\$70,000.00	\$55,000.00	\$110,000.00
24151	34-12.8	UNCOVER AND RAISE (ADJUST) MANHOLE	VF	1	\$1,500.00	\$1,500.00	\$300.00	\$300.00
24152	34-12.9	ADJUST UTILITY LIDS	EA	8	\$550.00	\$4,400.00	\$300.00	\$2,400.00
22261	34-15.3	UTILITY EXPLORATORY INVESTIGATION	EA	20	\$550.00	\$11,000.00	\$700.00	\$14,000.00
22263	34-16.1a	#14 INLET (L=6')	EA	4	\$14,000.00	\$56,000.00	\$16,000.00	\$64,000.00
22264	34-16.1c	#14 INLET (L=12')	EA	2	\$16,000.00	\$32,000.00	\$19,000.00	\$38,000.00
24036	34-16.1d	#14 INLET (L=15')	EA	1	\$24,000.00	\$24,000.00	\$25,000.00	\$25,000.00
24038	34-16.3a	DOUBLE #16 INLET WITH OPEN THROAT	EA	4	\$13,000.00	\$52,000.00	\$16,000.00	\$64,000.00
24043	40-1	SEEDING AND MULCHING	SF	2334	\$0.30	\$700.20	\$4.00	\$9,336.00
24159	40-3	SODDING	SF	2620	\$3.00	\$7,860.00	\$5.00	\$13,100.00
24160	40-4b	RELOCATE EXISTING SPRINKLER LINE	LF	3000	\$16.00	\$48,000.00	\$3.00	\$9,000.00
24161	40-6	DECORATIVE LANDSCAPING	LS	1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
22206	41-1	TRAFFIC CONTROL	LS	1	\$260,000.00	\$260,000.00	\$60,000.00	\$60,000.00
24511	42-1	RAILROAD CONTROL	LS	1	\$50,000.00	\$50,000.00	\$23,000.00	\$23,000.00
24158	43-1d	STORM WATER MANAGEMENT (SCENARIO 4) See SCS 23.0	LS	1	\$40,000.00	\$40,000.00	\$17,000.00	\$17,000.00
22204	44-1	DEWATERING	LS	1	\$50,000.00	\$50,000.00	\$12,000.00	\$12,000.00
22202	45-2	QUALITY CONTROL TESTING	LS	1	\$60,000.00	\$60,000.00	\$63,000.00	\$63,000.00
22268	46-1	PAVEMENT MARKING (PAINT)	SF	350	\$3.00	\$1,050.00	\$6.00	\$2,100.00
22269	46-4	PREFORMED PLASTIC PAVEMENT MARKING	SF	180	\$19.00	\$3,420.00	\$32.00	\$5,760.00
22201	47-1	CONSTRUCTION SURVEYING	LS	1	\$68,000.00	\$68,000.00	\$14,000.00	\$14,000.00
22270	47-2	SURVEY MONUMENTATION	EA	25	\$500.00	\$12,500.00	\$300.00	\$7,500.00
24415	47-2	SURVEY MONUMENTATION	EA	3	\$850.00	\$2,550.00	\$1,500.00	\$4,500.00
22200	50-1	MOBILIZATION	LS	1	\$265,000.00	\$265,000.00	\$60,000.00	\$60,000.00
<b>Engineers Estimate of Base Bid Total:</b>						<b>\$5,039,619.60</b>		
						<b>BID ITEMS TOTAL AMOUNT</b>		<b>\$5,310,819.00</b>
						<b>TEXTURA FEE</b>		<b>\$12,220.00</b>
								<b>\$5,323,039.00</b>

**Sum of estimated cost for item numbers 01-21.23.02 through 50-1 (Ninety-nine [99]) base bid items and the Textura Fee equals Total Base Bid Amount:**

FIVE MILLION, THREE HUNDRED TWENTY THREE THOUSAND  
AND THIRTY NINE and 40/100 DOLLARS  
Dollars (\$ 5,323,039<sup>00</sup> )

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

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

No Such Persons

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
Aggregates + Trucking	5.91%	Ralph Martinez Trucking Inc. 7255 Wanhoe St. Commerce City, CO, 80022
Concrete Structures	4.02%	Inlet Structures Inc. 5110 York St. Denver, CO, 80216
Paving + Concrete Flatwork	7.28%	Chacon Paving Inc. 1701 E 114th Pl. Northglenn, CO, 80233
Asphalt Milling	.1%	Alpha Milling CO Inc. 6015 W 56th Ave. Arvada, CO, 80002
Vibration	1.4%	Martinez Associates Inc. 14828 W 6th Ave Unit 9-B Golden, CO, 80401
Testing	1%	Reynolds + Associates 10940 S Parker Rd. # 772 Parker, CO, 80134
Striping	.1%	American Striping 6879 S Dawson Cir., Centennial CO 80112

(Copy this page if additional room is required.)



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)**  
**1A - LIST OF PROPOSED SUBCONTRACTORS, SUBCONSULTANTS,**  
**AND/OR SUPPLIERS**

**City & County of Denver Contract No.:** 202056865

The undersigned proposes to utilize all listed firms. Any certified firm listed must be certified by the City and County of Denver and a **Letter of Intent (LOI)** submitted for each. If additional pages are required, please copy and attach the second page. This form must be updated and submitted to DSBO when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

Contractor/Consultant		
Name of Firm:	<u>BT CONSTRUCTION, INC</u>	<input type="checkbox"/> MWBE (V) <input type="checkbox"/> SBE (V) <input type="checkbox"/> DBE (V) <input type="checkbox"/> EBE (V)
Firm's Representative:	<u>Colin McCarron</u>	
Signature:		Date: <u>2/18/21</u>
Address:	<u>9885 EMPORIA STREET</u>	
City:	<u>HENDERSON</u>	State: <u>CO</u> Zip: <u>80640</u>
Phone:	<u>303.469.0199</u>	Email: <u>Colin.McCarron@BTConstruction.com</u>
Total Contract Value \$:	<u>5,323,039<sup>03</sup></u>	Self-Performing Contract Value \$:

Subcontractors, Subconsultants, and/or Suppliers	
Name of Firm:	<u>Ralph Martinez Trucking Inc.</u> <input checked="" type="checkbox"/> MWBE (V) <input checked="" type="checkbox"/> SBE (V) <input checked="" type="checkbox"/> DBE (V) <input type="checkbox"/> EBE (V)
Firm's Representative:	<u>Diana Martinez</u>
Phone:	<u>303-288-8788</u> Email: <u>diana@ralphmartinez.com</u>
Type of Service:	<u>Aggregates + Trucking</u> Contract Value \$: <u>315,000</u>
Anticipated Start Date:	<u>3<sup>rd</sup> Qtr. 2021</u> Anticipated Completion Date: <u>1<sup>st</sup> Qtr 2022</u>

Name of Firm:	<u>Chacon Paving Inc.</u> <input checked="" type="checkbox"/> MWBE (V) <input checked="" type="checkbox"/> SBE (V) <input checked="" type="checkbox"/> DBE (V) <input type="checkbox"/> EBE (V)
Firm's Representative:	<u>Jose Chacon</u>
Phone:	<u>303-450-0616</u> Email: <u>ap@chaconpaving.com</u>
Type of Service:	<u>Asphalt + Conc. Flatwork</u> Contract Value \$: <u>388,000</u>
Anticipated Start Date:	<u>4<sup>th</sup> Qtr 2021</u> Anticipated Completion Date: <u>1<sup>st</sup> Qtr 2022</u>

Name of Firm:	<u>Inlet Structures Inc.</u> <input checked="" type="checkbox"/> MWBE (V) <input type="checkbox"/> SBE (V) <input type="checkbox"/> DBE (V) <input type="checkbox"/> EBE (V)
Firm's Representative:	<u>Daniel Garza</u>
Phone:	<u>303-297-8908</u> Email: <u>rachel@inletstructures.com</u>
Type of Service:	<u>Conc. Structures</u> Contract Value \$: <u>214,000</u>
Anticipated Start Date:	<u>3<sup>rd</sup> Qtr. 2021</u> Anticipated Completion Date: <u>1<sup>st</sup> Qtr 2022</u>

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Email:
Type of Service:	Contract Value \$:
Anticipated Start Date:	Anticipated Completion Date:

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Email:
Type of Service:	Contract Value \$:
Anticipated Start Date:	Anticipated Completion Date:

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Email:
Type of Service:	Contract Value \$:
Anticipated Start Date:	Anticipated Completion Date:

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Email:
Type of Service:	Contract Value \$:
Anticipated Start Date:	Anticipated Completion Date:

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Email:
Type of Service:	Contract Value \$:
Anticipated Start Date:	Anticipated Completion Date:

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Email:
Type of Service:	Contract Value \$:
Anticipated Start Date:	Anticipated Completion Date:



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: 9885 Emporia Street

City, State, Zip Code: Henderson, CO 80640

Telephone Number of Bidder: 303-469-0199

Fax No. 303-466-8309

Social Security or Federal Employer ID Number of Bidder: 84-0828528

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

33rd Street Outfall

For information relative thereto, please refer to:

Name: Dave Shaw

Title: CCD -Project Manager

Address: 2000 W. 3rd Avenue, Denver, CO 80223

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

Addenda Number 1 Date February 5, 2021

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

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

Dated this 18<sup>th</sup> day of February, 2021.

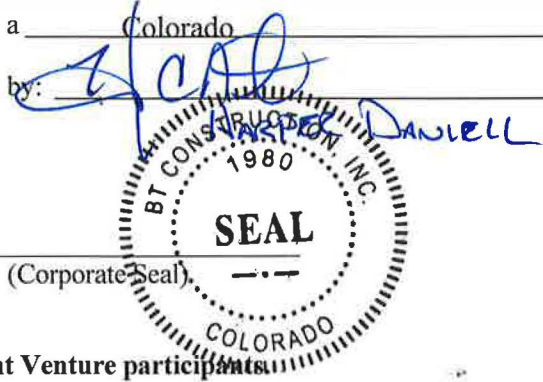
**Signature of Bidder:**

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

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

If a Corporation: BT Construction, Inc.  
a Colorado Corporation,  
by: [Signature], its President.

Attest:  
[Signature]  
Secretary



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

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

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

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

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

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

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

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

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

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



## DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO MWBE PARTICIPATION

***This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation goal. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. (Please check the appropriate box):***

**COMPLETE IF YOU ARE A NON MWBE PRIME:**

The City and County of Denver has specified a 17 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 17.21 % MWBE Participation on the contract.

**COMPLETE IF YOU ARE A MWBE PRIME:**

The City and County of Denver has specified a \_\_\_\_\_ % MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting \_\_\_\_\_ % MWBE Participation on the contract.

**COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:**

The City and County of Denver has specified a \_\_\_\_\_ % MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a \_\_\_\_\_ % MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

**The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language.**

Bidder/Proposer (Name of Firm): BT Construction, Inc.

Firm's Representative: Robert Willis Robert Willis

Title: Director of Estimating + Business Development

Signature (Firm's Representative): Robert Willis

Date: February 18, 2021

Address: 9885 Emporia Street

City: Henderson

State: CO

Zip: 80640

Phone: 303-469-0199

Email: rob.willis@btconstruction.com

Revised 7/14/2020



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) LETTER OF INTENT (LOI)**

Contract No.: 202056865 Project Name: 27<sup>th</sup> Street Interceptor Phase 3

**A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent Must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.**

Bidder/Proposer (Name of Firm): <u>BST CONSTRUCTION, INC</u>		Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Firm's Representative: <u>COLIN MCCARRON</u>		Title: <u>ESTIMATOR</u>	
Signature (Firm's Representative):		Date: <u>FEBRUARY 18, 2021</u>	
Address: <u>9885 EMPORIA ST.</u>			
City: <u>HENDERSON</u>	State: <u>CO</u>	Zip: <u>80640</u>	
Phone: <u>(303) 469-0199</u>	Email: <u>colin.mccarron@bstconstruction.com</u>		

**B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.**

Name of Firm: <u>Chacon Paving Inc</u>		<input checked="" type="checkbox"/> MWBE(v) <input checked="" type="checkbox"/> SBE(v) <input checked="" type="checkbox"/> EBE(v) <input checked="" type="checkbox"/> DBE(v)	
Firm's Representative: <u>Jose Chacon</u>		Title: <u>President</u>	
Signature:		Date: <u>2/16/21</u>	
Address: <u>1701 E 14th Place</u>			
City: <u>Northglenn</u>	State: <u>CO</u>	Zip: <u>80233</u>	
Phone: <u>(303) 450-0614</u>	Email: <u>ap@chaconpavinginc.co</u>		
Scope of Work: <u>237310 - Asphalt + Concrete Flatwork</u>			

NAICS Code(s): 237310

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

\$ <u>388,000.<sup>60</sup></u>	7.28 %
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**C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:**

Name of Firm:	
Firm's Representative:	Title:
Signature:	Date:

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

DSBO Version 1 Last Revised: June 5, 2020



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) LETTER OF INTENT (LOI)**

Contract No.: 202056865 Project Name: 27<sup>TH</sup> STREET INTERCEPTOR PHASE 3

**A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent Must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.**

Bidder/Proposer (Name of Firm): RST CONSTRUCTION, INC Self-Performing:  Yes  No

Firm's Representative: COLIN McCARRON Title: ESTIMATOR

Signature (Firm's Representative): [Signature] Date: FEBRUARY 18, 2021

Address: 9885 EMPORIA STREET

City: HENDERSON State: CO Zip: 80640

Phone: (303) 459-0199 Email: colin.mccarron@rstconstruction.com

**B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.**

Name of Firm: Inlet Structures, Inc  MWBE(V)  SBE(V)  
 EBE(V)  DBE(V)

Firm's Representative: Rachel D Garza Title: President

Signature: [Signature] Date: 2-17-21

Address: 5110 YORK ST

City: Denver State: Colorado Zip: 80216

Phone: 303 297 8908 Email: rachel@inletstructuresinc.com

Scope of Work:

Concrete Structures

NAICS Code(s): 238120

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

\$ 214,000.00 4.02 %

**C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:**

Name of Firm:

Firm's Representative: Title:

Signature: Date:

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

DSBO Version 1 Last Revised: June 5, 2020



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) LETTER OF INTENT (LOI)**

Contract No.: 202056865 Project Name: 27<sup>th</sup> STREET INTERCEPTOR PHASE 3

**A. The undersigned Bidder/Proposer intends to engage the undersigned MWBE, SBE, EBE or DBE to perform work if awarded the contract. This Letter of Intent Must be Signed by the Bidder/Proposer and MWBE, SBE, EBE or DBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE, EBE or DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.**

Bidder/Proposer (Name of Firm): BST CONSTRUCTION, INC Self-Performing:  Yes  No

Firm's Representative: COLIN MCCARRON Title: ESTIMATOR

Signature (Firm's Representative): [Signature] Date: FEBRUARY 18, 2021

Address: 9885 EMPORIA STREET

City: HENDERSON State: CO Zip: 80640

Phone: (303) 469-0199 Email: colin.mccarron@bstconstruction.com

**B. The Following Section is To Be Completed by the MWBE, SBE, EBE or DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the MWBE, SBE, EBE or DBE.**

Name of Firm: Ralph Martinez Trucking Inc.  MWBE(v)  SBE(v)  
 EBE(v)  DBE(v)

Firm's Representative: Dianna Martinez Title: President

Signature: [Signature] Date: 2-16-21

Address: 2255 Ivanhoe St.

City: Commerce City State: CO Zip: 80022

Phone: 303-288-8788 Email: dianna@ralphmartineztrucking.com

Scope of Work: Agg Broker - Trucking

NAICS Code(s): 425120 - 484220

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

\$	# 315,000 <sup>-</sup>	5.91 %
----	------------------------	--------

**C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:**

Name of Firm: \_\_\_\_\_

Firm's Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

CITY AND COUNTY OF DENVER  
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the said Principal is herewith submitting its bid, dated February 18, 2021, for the construction of: **Contract No. 202056865 - 27<sup>th</sup> Street Storm Interceptor Phase 3**, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado, and said Oblige has required as a condition for receiving said bid that the Principal deposit specified bid security in the amount of not less than five percent (5%) of the amount of said bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract, for such construction and furnish required Performance and Payment Bond if the contract is offered him that said sum be paid immediately to the Oblige as liquidated damages, and not as a penalty, for the Principal's failure to perform.

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

Signed, sealed and delivered this 7th day of January, 2021.

ATTEST

  
Secretary



BT Construction, Inc.  
Principal  
By:   
Title: Pres  
Hartford Fire Insurance Company  
Surety  
By:   
Ashlea McCaughey, Attorney-in-Fact  
[SEAL]

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

# POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HOLMES MURPHY AND ASSOC LLC

Agency Code: 34-346205

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Donald E. Appleby, Todd Bengford, Sarah C. Brown, Ashlea McCaughey, Jessica Jean Rini, Mark Sweigart of GREENWOOD VILLAGE, Colorado

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

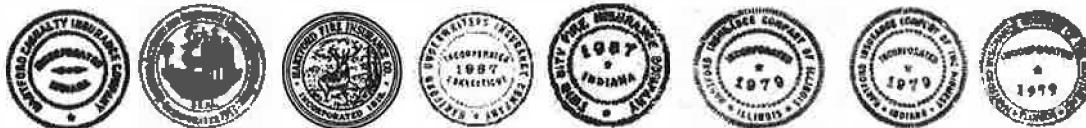


*Jessica Ciccone*

Jessica Noelle Ciccone  
My Commission #FF029702  
Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 01/07/2021.

Signed and sealed in Lake Mary, Florida.



*Keith Dozois*

Keith D. Dozois, Assistant Vice President





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

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

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

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

**Business Email Address \*** jennifer.oldenborg@btconstruction.com

**Enter Email Address of City and County of Denver contact person facilitating this solicitation \*** pw.procurement@denvergov.org

**Project Name \*** 27th Street Interceptor - Phase 3

**Solicitation No. (Check Below if Not Applicable) \*** 202056865

Check Here if Solicitation No. is N/A

**Name of Your Company \*** BT Construction, Inc.

### What Industry is Your Business? \*

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

**Address \*** 9885 Emporia Street

**City \*** Henderson **State** CO **Zip Code \*** 80640

**Business Phone Number \*** 303-469-0199

**Business Facsimile Number** 303-466-8309

**1. How many employees does your company employ? \***

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

**1.1 How many of your employees are:**

**Number of Full Time: \*** 100%      **Number of Part Time: \*** \_\_\_\_\_

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

- Yes       No

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

If **Yes**, does it address:

**2.1. Employment and retention? \***

- Yes       No

**2.2. Procurement and supply chain activities? \***

- Yes       No

**2.3. Customer Service? \***

- Yes       No

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

We strive for equal opportunity in all areas of our business

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

- Yes       No

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

- Employee Training  
 Pamphlets  
 Public EEO Postings  
 Other: N/A

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

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

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

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

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

We strive for inclusiveness and fairness in all areas of our business, internally and with our subcontractors and suppliers.

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

- Yes
- No

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

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

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

N/A

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

Yes  No

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

Yes  No

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

No plans at this time.

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

Yes  No

If yes, please email [XO101@denvergov.org](mailto:XO101@denvergov.org).

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



Signature of Person Completing Form \*

February 18, 2021

Date

Jennifer Oldenborg

Printed Name of Person Completing Form

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

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

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



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

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Bid Documents Package**

**Contract Number: 202056865**

**27th Street Storm Interceptor Phase 3**

**December 31, 2020**

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

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## Statement of Quantities - 27th Street Interceptor, Ph3

### 27th Street Interceptor, Ph3, Base, IPM

Bid Item #	Description	Qty	Units
01-21.23.02	ALLOWANCE FOR INSTALLATION OF IRRIGATION SYSTEM <i>Add'l Info: DEEP ROCK WATER - SEE PROJECT SPECIAL PROVISIONS</i>	\$10,000	AA\$
01-21.16.01	ALLOWANCE FOR TREE REMOVAL, TRIMMING/ REPLACEMENT AND DISPOSAL - SEE PROJECT SPECIAL PROVISIONS	\$20,000	AA\$
01-21.19.01	ALLOWANCE FOR CERTIFIED ASBESTOS BUILDING INSPECTOR (CABI)/AIR MONITOR(HOURLY) - SEE PROJECT SPECIAL PROVISIONS	\$20,000	AA\$
01-52.13	TEMPORARY OFFICE FACILITIES	1	LS
2-1.2a	REMOVE 6" CONCRETE CURB AND/OR GUTTER	1,870	LF
2-1.4	REMOVE SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	2,447	SF
2-2.1	REMOVE CONCRETE SIDEWALK	1,835	SF
2-2.2	REMOVE CONCRETE DRIVEWAY PAVING	2,218	SF
2-2.5	REMOVE MISCELLANEOUS CONCRETE FLATWORK <i>Add'l Info: DEEP ROCK PLANTERS</i>	2,368	SF
2-3.3	REMOVE CONCRETE ALLEY PAVING	585	SF
2-11.2b	REMOVE EXISTING 10" STORM SEWER PIPE <i>Add'l Info: VCP</i>	91	LF
2-11.2c	REMOVE EXISTING 12" STORM SEWER PIPE <i>Add'l Info: VCP</i>	30	LF
2-11.2d	REMOVE EXISTING 15" STORM SEWER PIPE <i>Add'l Info: VCP</i>	340	LF
2-11.2q	REMOVE EXISTING 66" STORM SEWER PIPE <i>Add'l Info: 45"x67" Ovoid</i>	50	LF
2-11.5c	ABANDON EXISTING 12" SEWER PIPE <i>Add'l Info: 10" VCP</i>	131	LF
2-11.5d	ABANDON EXISTING 15" SEWER PIPE <i>Add'l Info: VCP</i>	126	LF
2-11.5e	ABANDON EXISTING 18" SEWER PIPE <i>Add'l Info: VCP</i>	40	LF
2-11.5q	ABANDON EXISTING 66" SEWER PIPE <i>Add'l Info: 45"x67" Ovoid</i>	80	LF
2-12.2	REMOVE EXISTING STORM MANHOLE	2	EA
2-12.4	ABANDON EXISTING STORM MANHOLE	2	EA
2-13.1	REMOVE EXISTING STORM INLET	5	EA
2-17.1	REMOVE AND REPLACE/RELOCATE UTILITY POLES <i>Add'l Info: INCLUDES SUPPORT OF POLES</i>	4	EA
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN	11	EA
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN <i>Add'l Info: REMOVE AND RESET BOLLARD</i>	4	EA

## Statement of Quantities - 27th Street Interceptor, Ph3

### 27th Street Interceptor, Ph3, Base, IPM

Bid Item #	Description	Qty	Units
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN <i>Add'l Info: REMOVE EXISTING BRICK MONUMENT AT 26TH/GLENARM/WASHINGTON</i>	1	EA
2-20a	REMOVE TROLLEY TRACKS	390	LF
02-22.13	VIBRATION ASSESSMENT <i>Add'l Info: 2 MONITORS &amp; REAL-TIME DATA REQUIRED</i>	1	LS
3-2	HAULING OF CONTAMINATED MATERIALS TO DENVER/ARAPAHOE DISPOSAL SITE (DADS)*LICENSED PER D.R.M.C. 48-62	2,010	TON
3-7a	HEALTH & SAFETY PLAN	1	LS
3-7b	MATERIAL MANAGEMENT PLAN	1	LS
5-2a	SUBGRADE MATERIAL (SELECT BACKFILL)	2,000	TON
5-7	CONTROLLED LOW STRENGTH MATERIALS (CLSM)	100	CY
5-8	CRUSHED GRAVEL BASE COURSE (CDOT CLASS 6 ROAD BASE)	300	TON
5-9	PERMEATION GROUTING <i>Add'l Info: MAY INCLUDE VERTICAL OR HORIZONTAL NON-CEMENTITIOUS GROUT</i>	40	LF
8-1.1b	6" DIP AWWA C151, CLASS 50 WATER LINE	63	LF
8-1.1c	8" DIP AWWA C151, CLASS 50 WATER LINE	40	LF
8-1.1h	16" DIP AWWA C151, CLASS 50 WATER LINE <i>Add'l Info: INCLUDES 16x8 TEE</i>	150	LF
8-1.2b	INSTALL 6" WATER VALVE	2	EA
8-1.2c	INSTALL 8" WATER VALVE	2	EA
8-1.2h	INSTALL 16" WATER VALVE	2	EA
8-1.5a	LEAD SERVICE LINE REPLACEMENT, <2" ID	90	LF
8-2	REMOVE FIRE HYDRANT ASSEMBLY	1	EA
8-3	RESET OR INSTALL FIRE HYDRANT ASSEMBLY	6	EA
8-4	REMOVE EXISTING WATER LINE <i>Add'l Info: 6"</i>	63	LF
8-4	REMOVE EXISTING WATER LINE <i>Add'l Info: 8"</i>	23	LF
8-4	REMOVE EXISTING WATER LINE <i>Add'l Info: 18"</i>	150	LF
12-1.1	6" CURB AND GUTTER 2' PAN (CDOT T2, IIB)	1,076	LF
12-1.7	6" CONCRETE CURB HEAD <i>Add'l Info: TREE PLANTER BOX ON CALIFORNIA</i>	337	LF
12-1.8	SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	1,648	SF



## Statement of Quantities - 27th Street Interceptor, Ph3

### 27th Street Interceptor, Ph3, Base, IPM

Bid Item #	Description	Qty	Units
12-1.8	SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP <i>Add'l Info: PIGMENTED</i>	880	SF
12-1.9	GUTTER OVERLAY	185	LF
12-2.1	CONCRETE SIDEWALK	2,074	SF
12-2.1	CONCRETE SIDEWALK <i>Add'l Info: PIGMENTED</i>	77	SF
12-5.1	CONCRETE DRIVEWAY PAVING <i>Add'l Info: 6" DEPTH</i>	2,884	SF
12-5.5	CONCRETE ALLEY PAVING <i>Add'l Info: 8" DEPTH</i>	585	SF
12-13	CONCRETE ENCASEMENT AROUND PIPE <i>Add'l Info: SANITARY SEWER</i>	5	CY
16-3	CHAIN LINK FENCE	2,500	LF
20-2ce	ASPHALT SURFACE COURSE, SX, RAP 20%, N=100, 64-22. <i>Add'l Info: 2" DEPTH</i>	9,657	SY-IN
20-3ce	ASPHALT BASE COURSE, S, RAP 20%, N=100, 64-22.	19,780	SY-IN
20-4	ASPHALT ROTOMILL	4,431	SY-IN
20-5	ASPHALT PATCH	2,278	SY-IN
33-05.26.01	EXISTING UTILITY LOCATION/COORDINATION/RELOCATION AND/OR ADJUSTMENT <i>Add'l Info: INCLUDES RESETTING PRIVATE LIGHT POST AT 710 E 25TH AVE AND CORRESPONDING CONDUIT AND ELECTRICAL CONNECTION (BY CONTRACTOR)</i>	1	LS
34-2.3c	12" DIAMETER C-76 RCP, CLASS III	16	LF
34-2.3d	15" DIAMETER C-76 RCP, CLASS III	40	LF
34-2.3e	18" DIAMETER C-76 RCP, CLASS III	224	LF
34-2.3g	24" DIAMETER C-76 RCP, CLASS III	73	LF
34-2.3i	30" DIAMETER C-76 RCP, CLASS III	38	LF
34-2.3s	78" DIAMETER C-76 RCP, CLASS III	376	LF
34-2.3u	90" DIAMETER C-76 RCP, CLASS III	231	LF
34-7.1c	12" DIAMETER PVC PIPE <i>Add'l Info: SDR 35, INCLUDES (1) 45 DEGREE BEND</i>	43	LF
<b>34-7.1i</b>	<b>30" DIAMETER PVC PIPE</b> <i>Add'l Info: SDR 35</i>	<b>8</b>	<b>LF</b>
34-11.6v	78" RPMP BY JACKING/BORING <i>Add'l Info: INCLUDES TRACK MONITORING PER PROJECT SPECS AND RTD REQUIREMENTS</i>	101	LF
34-11.9a	18" RPMP BY OPEN CUT (for SN & PN see additional notes) <i>Add'l Info: INCLUDES (1) 45 DEGREE BEND</i>	45	LF

## Statement of Quantities - 27th Street Interceptor, Ph3

### 27th Street Interceptor, Ph3, Base, IPM

Bid Item #	Description	Qty	Units
34-11.9w	84" RPMP BY OPEN CUT (for SN & PN see additional notes)	319	LF
34-12.4a	CAST-IN-PLACE TYPE B MANHOLE WITH TYPE A TOP SLAB	3	EA
34-12.5b	CAST-IN-PLACE TYPE P MANHOLE WITH TOP SLAB FOR H>2' DEPTH	3	EA
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE <i>Add'l Info: #14 INLET (L=30') - DEEPER THAN 6'</i>	2	EA
34-12.8	UNCOVER AND RAISE (ADJUST) MANHOLE <i>Add'l Info: MEASUREMENT IS EACH-NEED QTY</i>	1	VF
34-12.9	ADJUST UTILITY LIDS <i>Add'l Info: 8</i>	8	EA
34-15.3	UTILITY EXPLORATORY INVESTIGATION	20	EA
34-16.1a	#14 INLET (L=6')	4	EA
34-16.1c	#14 INLET (L=12')	2	EA
34-16.1d	#14 INLET (L=15')	1	EA
34-16.3a	DOUBLE #16 INLET WITH OPEN THROAT	4	EA
40-1	SEEDING AND MULCHING <i>Add'l Info: GORILLA HAIR MULCH FOR PLANTER BOX ON CALIFORNIA</i>	2,334	SF
40-3	SODDING	2,620	SF
40-4b	RELOCATE EXISITING SPRINKLER LINE <i>Add'l Info: HEADS INCLUDED</i>	3,000	LF
40-6	DECORATIVE LANDSCAPING <i>Add'l Info: SOUTHEAST CORNER OF 26TH &amp; WELTON</i>	1	LS
41-1	TRAFFIC CONTROL	1	LS
42-1	RAILROAD CONTROL <i>Add'l Info: INCLUDES FLAGGING</i>	1	LS
43-1d	STORM WATER MANAGEMENT (SCENARIO 4) See SCS 23.0	1	LS
44-1	DEWATERING	1	LS
45-2	QUALITY CONTROL TESTING	1	LS
46-1	PAVEMENT MARKING (PAINT)	350	SF
46-4	PREFORMED PLASTIC PAVEMENT MARKING	180	SF
47-1	CONSTRUCTION SURVEYING	1	LS
47-2	SURVEY MONUMENTATION <i>Add'l Info: FOR SURVEY MARKING (OTHER THAN RANGE POINT) TO BE TIED OUT</i>	25	EA
47-2	SURVEY MONUMENTATION <i>Add'l Info: RESET RANGE POINT</i>	3	EA
50-1	MOBILIZATION	1	LS

**CITY AND COUNTY OF DENVER**

**NOTICE OF INVITATION FOR BIDS  
FOR CONTRACT NO. 202056865**

**27<sup>TH</sup> STREET STORM INTERCEPTOR PHASE 3**

**BID SCHEDULE:  
10:30 a.m., Local Time  
February 18, 2021**

Bids will be received and accepted via the online electronic bid service, [www.QuestCDN.com](http://www.QuestCDN.com). Bids must be submitted via QuestCDN no later than **February 18, 2021 at 10:30 a.m.**. To access the electronic bid form, download the required documents from QuestCDN and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list at QuestCDN for bids to be accepted. Bidders will be charged a fee of \$30.00 to submit a bid electronically. All properly uploaded bids will then be opened, witnessed and read aloud.

**GENERAL STATEMENT OF WORK:**

The 27<sup>th</sup> Street Inteceptor Project, Phase 3 is a storm drain project that extends from the end of Phase 2 at 27<sup>th</sup> and California Street southwest down California to 26<sup>th</sup> St and southeast along 26<sup>th</sup> St to Glenarm Pl/ Washington St intersection. The majority of the work consists of open cut and tunneling of large diameter pipe. Other areas of work include surface restoration in areas where construction impacts existing conditions.

**ESTIMATED CONSTRUCTION COST:**

The estimated cost of construction for this project is between \$4,700,000.00 and \$5,200,000.00.

**DOCUMENTS AND BID INFORMATION AVAILABLE:**

Contract Documents complete with Technical Specifications and, if applicable, construction drawings will be available on the first day of publication at: [www.work4denver.com](http://www.work4denver.com). To download digital Contract Documents at a cost of \$15 per download, reference eBid Document Number #7471093. Contact QuestCDN at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance.

**PRE-BID MEETING:**

A **virtual pre-bid meeting** will be held for this Project at 1:00 p.m., local time, on January 19, 2021. The teleconference call-in number and conference ID can be found on the project page at [www.work4denver.com](http://www.work4denver.com).

**DEADLINE TO SUBMIT QUESTIONS:** January 28, 2021 by 3:00 p.m. local time.

**PREQUALIFICATION REQUIREMENTS:**

Each bidder must be prequalified in category **1E(4) PIPED SEWER** at or above the **\$6,000,000.00** monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the response due date. Applications must be submitted via email to [pw.prequal@denvergov.org](mailto:pw.prequal@denvergov.org). To view the Rules and Regulations and to obtain a prequalification application, please visit our website at [www.denvergov.org/prequalification](http://www.denvergov.org/prequalification).

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION:**

Article III, Division 3 of Chapter 28 of the D.R.M.C. states the Director of the Division of Small Business Opportunity has the authority to establish a project goal for expenditure contracted by the City and County of Denver. The specific goal for this project is:

### **17% Minority and Women-Owned Business Enterprise (MWBE) Participation**

Project goals must be met with certified participants as set forth in Section 28-62, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-60 D.R.M.C.

#### **MISCELLANEOUS:**

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

City contracts are subject to payment of City Minimum Wage established pursuant to Section 20-82 through 20-84 D.R.M.C.

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

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

Publication Dates: December 31, 2020, January 4, 5, 2021

Published In: The Daily Journal

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

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

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

### **IB-2 BIDDING**

The copy of the Contract Documents contains the Bid Form and Submittal Package for this Project, which must be used to submit a bid hereunder. The bidder must fully complete, execute and submit this Bid Form and Submittal Package, along with any other specified components of the Contract Documents, via QuestCDN's electronic bidding platform 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.

Bid guarantee will be accepted electronically as part of the Bid packet submitted via QuestCDN. The bid guarantee must be received by the City within seven calendar days following the bid opening date to:

Department of Transportation and Infrastructure  
Attention: Contract Administration  
201 W. Colfax Ave. Dept. 614  
Denver, CO 80202

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

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

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

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

For Bid Forms requiring unit price bids, the bidder shall enter in the Bid Worksheet spaces provided a unit price for each item for which a quantity is given.

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 to be visible via electronic format. Signatures of other persons may be acceptable if the bid contains sufficient evidence, satisfactory to the City in its sole discretion, to indicate that the other persons are authorized to bind the bidder.

**IB-5 UNACCEPTABLE BIDS**

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

**IB-6 INFORMAL AND UNBALANCED BIDS**

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

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

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

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

**IB-7 ONLY ONE BID ACCEPTED**

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

**IB-8 BID GUARANTEE**

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

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

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

the bid guarantee of the Apparent Low Bidder shall be returned. Such return shall be made within one hundred twenty (120) days from date bids are opened unless otherwise specified in the Special Contract Conditions.

**IB-9 SITE INSPECTION AND INVESTIGATIONS**

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

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

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

**IB-10 INCONSISTENCIES**

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

Information about the decision or interpretation made in response to any inquiry will be posted on [www.work4denver.com](http://www.work4denver.com). If the matter raised requires, in the sole discretion of the Manager, that an addendum to the bid documents be issued, such addendum will be published, and each bidder shall be required to acknowledge the addendum by signing and identifying it in the Bid Form when submitting the bid.

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

**IB-11 WITHDRAWAL OF BID**

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

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

**IB-12 WEBSITE**

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 [www.QuestCDN.com](http://www.QuestCDN.com) website.

**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 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 VIRTUAL BID OPENING**

Unless otherwise suspended, delayed or canceled by posted notice from the Manager, bid opening will occur via teleconference at the time 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 out loud on the date and at the time designated in the legal advertisement. All bids will be reviewed for responsiveness to the requirements of the Contract Documents and whether or not the bids contain irregularities which could give any bidder an unfair advantage.

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

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

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

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

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



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

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

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

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

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

#### **IB-19 BONDING REQUIREMENTS**

In accordance with the provisions of General Contract Conditions, Title 15, PERFORMANCE AND PAYMENT BONDS, the minimum bonding requirements for this Contract are set forth in the form **CITY AND COUNTY OF DENVER PERFORMANCE AND PAYMENT BOND** contained in the Special Conditions Section of the Contract Documents. Upon receipt of Notice to Apparent Low Bidder, the apparent low bidder must cause this form bond to be purchased, executed and furnished, along with

appropriate Powers of Attorney and a surety authorization letter (in form similar to the one attached), to the City in accordance with the instructions contained herein.

**IB-20 INSURANCE REQUIREMENTS**

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

**IB-21 PERMITS AND LICENSES**

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

**IB-22 PREVAILING WAGE REQUIREMENTS**

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

Date bid or proposal issuance was advertised **December 31, 2020**.

Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

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

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

**IB-23 PAYMENT OF CITY MINIMUM WAGE**

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

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

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

**IB-24 TAX REQUIREMENTS**

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

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

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

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

**IB-25 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS**

Each bidder shall, as a condition of responsiveness to this solicitation, complete and return the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their Bid.

Using the "Diversity and Inclusiveness in City Solicitations Information Request Form" provided, please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service and provide the additional information requested on the form. The information provided on the "Diversity and Inclusiveness in City Solicitations Information Request Form" will provide an opportunity for City contractors to describe their own diversity and inclusiveness practices. Contractors are not expected to conduct intrusive examinations of its employees,

managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor's current practices, if any.

Diversity and Inclusiveness information provided by City contractors in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable provided by or obtained from contractor's will be in such reports.

#### **IB-26 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) REQUIREMENTS**

Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), referred to in these Bid Documents as the "MWBE Ordinance" and any Rules or Regulations promulgated pursuant thereto apply to this Project and are incorporated into these Bid Documents by reference. Under the MWBE Ordinance, the Director of DSBO ("Director") has the authority to establish participation goals on contracts for construction, reconstruction, remodeling, professional and design work with the City and County of Denver. The participation goal is stated in the Notice of Invitation for Bids found herein. In order to comply with the bid requirements of the MWBE Ordinance, or any additional requirements, a bidder shall either meet the established participation goal or, in the alternative, demonstrate that the bidder has demonstrated sufficient good faith efforts to meet the goal in accordance with the MWBE Ordinance. A bidder's failure to comply with the MWBE 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 MWBE 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 MWBE Ordinance and its accompanying Rules and Regulations are available for the use and review of bidders from DSBO. As well as additional MWBE Guidance which can be found here: <https://www.denvergov.org/dsbo>.

#### **Meeting Established Goal**

1. All MWBEs listed for participation toward meeting the goal must be properly certified by the City on or before the date bids are opened. The MWBE(s) must be certified in the NAICS code(s) that coincide with the scope of work the identified firm will be performing to count towards the participation goal. DSBO maintains an MWBE Directory ("Directory"), which is a current list of MWBEs certified by the City. A copy of the Directory is located at the DSBO web site at <https://www.denvergov.org/dsbo>. Bidders are encouraged to use the Directory to assist in identifying MWBEs for the work and supplies required for the Project. Bidders are reminded that changes may be made to the Directory at any time in accordance with the City's MWBE Ordinance. Procedures established to administer this program and a current copy of the Directory must always be used in preparing a bid. MWBE certification or listing in the Directory is not a representation or warranty by the City regarding the qualifications of any listed MWBE.
2. If a bidder is participating in a joint venture with a certified MWBE firm, bidders must submit the Joint Venture Agreement to the DSBO **at least ten (10) business days prior to the bid opening**. The Joint Venture must be approved prior to the bid opening by the DSBO. Approval by the DSBO includes determining the amount the Joint Venture will count towards the participation goal.
3. Each bidder shall submit Bid Form pages entitled Commitment to MWBE Participation, 1A- List of Proposed Subcontractors, Subconsultants, and/or Suppliers, and Letter(s) of Intent for all tiers with the bid at the time of bid opening. DSBO will evaluate each bid to determine responsiveness of the bid with regard to MWBE Ordinance requirements. **An MWBE Prime Bidder must submit a Letter of Intent for itself for self-performed work.** The MWBE Letter of Intent evidences the Bidder's

understanding that the Bidder has or will enter into a contractual relationship with the MWBE or that the Bidder's subcontractor(s), subconsultant(s), and/or supplier(s) will do so. Bidders are urged to carefully review these Letters of Intent before submission to the City to ensure the documents are properly completed and executed by the appropriate parties. **Only the MWBEs identified and the precise levels of participation listed for each, at the time of bid opening, will be considered in determining whether the bidder has met the designated participation goal. Additional, participation submitted after bid opening will not be considered in determining responsiveness.**

- a. In determining whether a bidder's committed level of participation meets the stated MWBE goal, DSBO shall base its calculation of applicable dollar amounts and percentages on the total base bid amount. If a bid contains alternates, participation contained in any alternate will not count towards satisfaction of the Participation goal at time of bid opening. However, should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the MWBE goal percentage level submitted at time of bid opening, on the base bid, will also apply to the selected alternates and must be maintained through the remaining term of the contract on the total contract amount, including any alternate work. Therefore, bidders are urged to consider participation in preparing bids for designated alternates.
- b. In utilizing the MWBE participation of a Supplier the following will count towards satisfaction of the goal:
  - i. If the materials or supplies are obtained from a MWBE manufacturer, count one hundred percent (100%) of the cost of the materials or supplies toward the participation goal.
  - ii. Only sixty percent (60%) of the value of the commercially useful function performed by MWBE Regular Dealers shall count toward satisfaction of the participation goal.
  - iii. Only the bona fide commissions earned by such Manufacturer Representatives or Brokers for its performance of a commercially useful function will count toward meeting the participation 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.
- c. Any agreement between a bidder and an MWBE in which the bidder requires that the MWBE not provide subcontracting quotations to other bidders is prohibited and shall render a bidder's bid nonresponsive. D.R.M.C. 28-68(f)

### **Good Faith Effort**

If the bidder has not fully met the participation goal as provided in D.R.M.C. Section 28-62, then it shall demonstrate that it has made good faith efforts to meet such goal. The bidder shall furnish to the Director, with the bid at time of bid opening by the City a detailed statement of its good faith efforts to meet the participation goal established by the Director. The statement of good faith efforts shall include a specific response to address each of the categories, as outlined in the MWBE Ordinance, D.R.M.C. Section 28-62, and any additional criteria that the Director may establish by rule or regulation consistent with the purposes of the MWBE Ordinance. A bidder may include any additional information it believes may be relevant. Good faith efforts must be demonstrated to be substantive and not merely for formalistic compliance with the MWBE Ordinance. The scope and adequacy of the efforts will be considered in determining whether

the bidder has achieved a good faith effort. Failure of a bidder to show good faith efforts shall render its overall good faith effort showing insufficient and its bid nonresponsive.

**IB-27 DISCLOSURE OF INFORMATION**

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

**IB-28 GENERAL BIDDING INFORMATION**

Bidders are instructed to contact the Contract Administrator designated below for this Project for pre-bid, post-bid and general City bidding information. Bidders can also visit [www.work4denver.com](http://www.work4denver.com) for information, both general and project specific. The Contract Administrator assigned to this project is **Katie Ragland** who can be reached via email at [pw.procurement@denvergov.org](mailto:pw.procurement@denvergov.org).

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**IB-29 PAYMENT PROCEDURE REQUIREMENTS****Textura® Construction Payment Management System (“Textura”)**

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

Project Value	Project Fee (GC + Sub Usage)
\$100,000 – 249,999.99	\$780
\$250,000 - \$499,999.99	\$1,625
\$500,000 - \$999,999.99	\$3,250
\$1,000,000 - \$2,999,999.99	\$5,850
\$3,000,000 - \$4,999,999.99	\$9,100
\$5,000,000 - \$9,999,999.99	\$12,220
\$10,000,000 - \$19,999,999.99	\$20,345
\$20,000,000 - \$49,999,999.99	\$32,500

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**RULES AND REGULATIONS  
REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

Promulgated and adopted by the Manager of Public Works pursuant to and by authority of Article III, Division 2, Chapter 28 of the Revised Municipal Code of the City and County of Denver, and for the purpose of insuring that contractors, subcontractors and suppliers soliciting and receiving compensation for contract work from or through the City and County of Denver provide equal opportunity in employment without regard to race, color, creed, sex, national origin, age, religion, marital status, political opinion or affiliation or mental or physical handicap and meet certain requirements for the hiring, training, promotion and treatment during employment of members of ethnic groups subjected 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 Mayor's Office of Contract Compliance.
- 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. "Mayor's Office of Contract Compliance" means the City agency established pursuant to Article III, Division 1 of Chapter 28 of the Denver Revised Municipal Code.

Revised: 10/19/93

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**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 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 Mayor's Office of Contract Compliance 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 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.

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**REGULATION NO. 3. DIRECTOR OF CONTRACT COMPLIANCE:** The Director of the Mayor's Office of Contract Compliance shall perform the duties assigned to such official by Article III, Division 2 of Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Mayor's Office of Contract Compliance 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 Mayor's Office of Contract Compliance; 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 Mayor's Office of Contract Compliance 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 Mayor's Office of Contract Compliance 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 Notice to Proceed a sign-off will be required of the Director of the Mayor's Office of Contract Compliance 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.

Revised: 10/19/93

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**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 & 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 Revised Municipal Code, he may issue a notice requiring the contractor to show cause, within fifteen 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.

Revised: 04/12/91

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**APPENDIX A**

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

1. The contractor will not discriminate against any employee or applicant for employment because of race creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Each contractor will comply with all provisions of Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and Director.
5. The contractor will furnish all information and reports required by Article III, Division 2, 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 cancelled, 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.

Revised: 09/28/90

EEO-A1

7. The contractor will include Regulation 12 Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract or 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 upon each subcontractor or suppliers. 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, 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.

Revised: 10/02/90

EEO-A2

**APPENDIX F**  
**BID CONDITIONS**  
**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.

MICHAEL D. MUSGRAVE  
Manager of Public Works  
City and County of Denver

Revised: 10/19/93

EEO-F1

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:

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

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).

<sup>1</sup>"Minority" is defined as including, Blacks, Spanish Surname Americans, Asian-Americans, and American Indians, and includes both men and Minority women.

Revised: 10/02/90

EEO-F2

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.

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:

Revised: 11/12/82

EEO-F3



- 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 Mayor's Office of Contract Compliance 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.

Revised: 10/19/93

EEO-F4

- 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

Revised: 10/19/93

EEO-F5

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 Mayor's Office of Contract Compliance 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.

Revised: 10/19/93

EEO-F6

A. **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, 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, 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, Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".

Revised: 09/26/90

EEO-F7

3. The Mayor's Office of Contract Compliance shall review the contractor's employment practices during the performance of the contract. If the Mayor's Office of Contract Compliance determines that the contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

B. **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, 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.

Revised: 10/19/93

EEO-F8

C. **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.

Revised: 04/12/91

EEO-F9

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.

Revised: 04/12/91

EEO-F10

**CITY AND COUNTY OF DENVER  
CONTRACT NO. 202056865**

**27<sup>TH</sup> STREET STORM INTERCEPTOR PHASE 3**

**CONTRACT**

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

**BT CONSTRUCTION, INC.  
9885 Emporia Street  
Henderson, CO 80640**

**WITNESSETH**, commencing on **December 31, 2020**, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

<p><b>CONTRACT NO. 202056865</b></p> <p><b>27<sup>TH</sup> STREET STORM INTERCEPTOR PHASE 3</b></p>
---

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

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

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

**1. CONTRACT DOCUMENTS**

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

*Advertisement of Notice of Invitation for Bids*

*Instructions to Bidders*

*Commitment to MWBE Participation*

*Letters(s) of Intent*

*IA - List of Proposed Subcontractors, Subconsultants, and/or Suppliers*

*Article III, Divisions 1, 2, and 3 of Chapter 28, D.R.M.C.*

*Bid Bond*

*Addenda (as applicable)*

*Equal Employment Opportunity Provisions (Appendix A and Appendix F)*



*Bid Form*  
*Contract Form*  
*General Contract Conditions*  
*Special Contract Conditions*  
*Performance and Payment Bond*  
*Notice to Apparent Low Bidder*  
*Notice to Proceed*  
*Contractor's Certification of Payment Form*  
*Final Release and Certificate of Payment*  
*Certificate of Contract Release*  
*Change Orders (as applicable)*  
*Federal Requirements (as applicable)*  
*Prevailing Wage Rate Schedule(s)*  
*Technical Specifications*  
*Contract Drawings*  
*Accepted Shop Drawings*

**2. SCOPE OF WORK**

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

**3. TERMS OF PERFORMANCE**

The Contractor agrees to undertake the performance of the Work under this Contract within ten (10) days after being notified to commence work by issuance of a Notice to Proceed in substantially the form contained herein from the Manager and agrees to fully complete said Work within **300 (Three Hundred)** consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

**4. TERMS OF PAYMENT**

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for **bid item numbers 01-21.23.02 through 50-1 (Ninety-nine [99]) base bid items**, the total estimated cost thereof being **Five Million Three Hundred Twenty-Three Thousand Thirty-Nine Dollars and No Cents (\$5,323,039.00)**. Adjustments to said Contract Amount and payment of amounts due hereunder shall be made in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

**5. NO DISCRIMINATION IN EMPLOYMENT**

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

**6. COMPLIANCE WITH MWBE REQUIREMENTS**

This Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.) referred to in this Contract as the "MWBE Ordinance" any corresponding Rules and Regulations, and any additional requirements contained herein. Without limiting

the general applicability of the foregoing, the Contractor/Consultant acknowledges its continuing duty, pursuant to the D.R.M.C., to maintain throughout the duration of this Contract, and compliance with the MWBE commitment of 17.23%, upon which the City approved the award of this Contract to the Contractor/Consultant. The Contractor/Consultant further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the MWBE Ordinance, any corresponding Rules and Regulations, and any additional requirements contained herein, shall subject the Contractor/Consultant to sanctions in accordance with Section 28-76 of the D.R.M.C. Nothing contained in this provision or in the MWBE Ordinance shall negate the City's right to prior approval of subcontractors, or substitutes therefore, under this Contract.

**7. WAGE RATE REQUIREMENTS**

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

**8. APPLICABILITY OF LAWS**

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

**9. APPROPRIATION**

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

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

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

**10. [RESERVED]**

**11. ASSIGNMENT**

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

**12. DISPUTES RESOLUTION PROCESS**

It is the express intention of the parties to this Contract that all disputes of any nature whatsoever regarding the Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, D.R.M.C., or, as applicable, Section 28-69 D.R.M.C. for Minority and Women-Owned Business Enterprise disputes. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or suppliers.

**13. CONTRACT BINDING**

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

**14. PARAGRAPH HEADINGS**

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

**15. SEVERABILITY**

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

**16. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**

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

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

**Contract Control Number:** DOTI-202056865-00  
**Contractor Name:** BT CONSTRUCTION, INC.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

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

DOTI-202056865-00  
BT CONSTRUCTION, INC.

By:   
CF4FB66902B9416...

Name: Josh Livermore  
(please print)

Title: Vice President  
(please print)

ATTEST: [if required]

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

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

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

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GENERAL CONTRACT CONDITIONS**

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**CITY AND COUNTY OF DENVER**  
**SPECIAL CONTRACT CONDITIONS**

**SC-1 CONSTRUCTION SPECIFICATIONS**

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

City and County of Denver:

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

*Transportation Standards and Details for the Engineering Division*

*City and County of Denver Traffic Standard Drawings*

*Wastewater Capital Projects Management*

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

Colorado Department of Transportation:

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

Federal Highway Administration:

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

Building & Fire Codes:

*Building Code of the City and County of Denver*

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

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

*National Fire Protection Association Standards*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SC-6 [RESERVED]****SC-7 CITY DELEGATION OF AUTHORITY**

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

**Department of Transportation and Infrastructure:**Project Manager

Kelly Crum

Telephone

586.531.5976

Consultant

Merrick

Name

Christi Wisleder

Telephone

303.353.3677

**SC-8 LIQUIDATED DAMAGES**

Should the Contractor fail to complete all Work within the Contract Time allocated under the Contract Form at Paragraph 3, TERMS OF PERFORMANCE, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of **\$1,000.00** for each Day that the Contractor exceeds the time limits herein specified, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.

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

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

**SC-9 SUBCONTRACTS**

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

**SC-10 PAYMENTS TO CONTRACTORS**

The application for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System ("Textura") for this Project to request payment from the City and to pay all first tier subcontractors and suppliers and further record payment to all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. Contractor further agrees that, to the fullest extent possible within Textura, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through Textura, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees it will activate any available settings within Textura necessary to grant the City access to

such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Department of Transportation and Infrastructure	Kelly Crum	586.531.5976

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, and its subcontractors of all tiers who have performed work, shall also submit to the Auditor and other appropriate officials of the City prior to submitting the payment application, information required by General Contract Condition 1004, REPORTING WAGES PAID.
4. Starting with the second payment application, the payment applications shall be accompanied by a completed Contractors' Certification of Payment Form (CCP), listing all first tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. The final payment application must be accompanied by an executed Final Claim Release Form and Certificate of Contract Release Form from the Contractor.

\* If subcontractor or supplier payments are disbursed via Textura® CPM, those systems generated Release and CCP forms are acceptable.

Title 20, 2003 Final Settlement, section .2, item F is modified to read as follows:

F. At time of request for final payment, Contractor shall submit a complete and final, unconditional waiver or release of any and all lien and claim rights for all labor, equipment, and material used or furnished to complete the Work in the form and format generated within the Textura CPM system. Contractor shall also return an executed Certificate of Contract Release (below), upon request from the City.

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 <p><b>DENVER</b> THE MILE HIGH CITY</p>	<b>City and County of Denver</b>							
	<b>Contractor's/Consultant's Certification of Payment (CCP)</b>							
Prime Contractor or Consultant:			Phone:		Project Manager:			
Pay Application #:		Pay Period:			Amount Requested:			
Contract #:		Project Name:						
Current Completion Date:		Percent Complete:			Prepared By:			
Original Contract Amount:		Current Contract Amount:						
			A	B	C	D	E	F
Prime/Subcontractor/Supplier Name	Contracted to:	M/W/S/ DBE/ NON	Original Contract Amount	Current Contract Amount including Amendments	Requested Amount of this Pay Application	Amount Paid on the Previous Pay Application #	Net Paid To Date	Paid % Achieved (G/I)
General Contractor	City of Denver	MBE						
Self Performed	n/a							
Subcontracted	n/a							
Sub1 - 1st Tier	General Contractor							
Sub2 - 1st Tier	General Contractor							
Self Performed	n/a							
Sub 1 - 2nd Tier	Sub 2 - 1st Tier							
Sub 3 - 1st Tier	General Contractor							
Self Performed	n/a							
Sub 2 - 2nd Tier	Sub 3 - 1st Tier							
Self Performed	n/a							
Sub 1 - 3rd Tier	Sub 2 - 2nd Tier							
<b>Totals</b>			\$ -	\$ -	\$ -	\$ -	\$ -	0%
The undersigned certifies that the information contained in this document is true, accurate and that the payments shown have been made to all subcontractors and suppliers used on this project and listed herein. Please use an additional form, if more space is necessary.								
Prepared By (Signature):						Date:		

**SC-11 CONTRACT FORMS**

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

1. Performance and Payment Bond
2. Performance and Payment Bond Surety Authorization Letter (Sample)
3. Final Release and Certificate of Payment
4. Certificate of Contract Release, if requested by the City

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

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

**SC-12 CONSTRUCTION INSPECTION BY THE CITY**

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

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

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

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



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

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

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

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

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

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

**SC-16 ATTORNEY’S FEES**

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

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

**SC-17 INSURANCE**

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

**(1) General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this

Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

(3) **Additional Insureds:** For Commercial General Liability, Auto Liability and Contractors Pollution Liability Including Errors & Omissions, Contractor and subcontractor's insurer(s) shall include 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 minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

**(9) Contractors Pollution Liability Including Errors and Omissions:** Contractor shall maintain minimum limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include coverage for errors and omissions, bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and clean up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

**(10) Additional Provisions:**

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

**SC-18 GREENPRINT DENVER REQUIREMENTS**

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

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

<https://www.denvergov.org/content/denvergov/en/contract-administration/contractor-resources.html>

**SC-19 RESERVED**

**SC-20 DEFENSE AND INDEMNIFICATION**

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

- (a) To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the

Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

- (b) Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.
- (c) Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

Bond Number: 34BCSIM4876

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

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned BT CONSTRUCTION, INC., 9885 Emporia Street, Henderson, CO 80640, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and Hartford Fire Insurance Company

, a corporation organized and existing under and by virtue of the laws of the State of CT, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of Five Million Three Hundred Twenty-Three Thousand Thirty-Nine Dollars and No Cents (\$5,323,039.00), 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. 202056865 - 27<sup>th</sup> Street Storm Interceptor Phase 3**, 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.

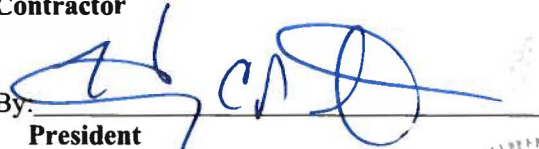
IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 31<sup>st</sup> day of March, 2021.

Attest:

  
Secretary

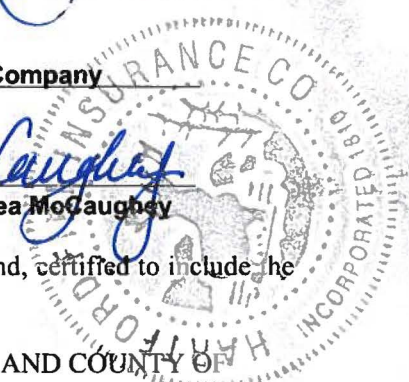


**BT Construction, Inc.**  
Contractor

By:   
President

**Hartford Fire Insurance Company**  
Surety

By:   
Attorney-In-Fact **Ashlea McCaughey**

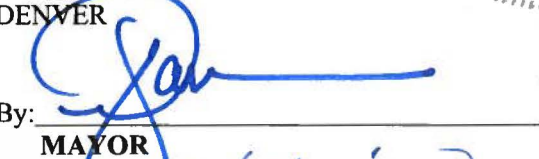


(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

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

By:   
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF  
DENVER

By:   
MAYOR

By:   
EXECUTIVE DIRECTOR OF THE DEPARTMENT  
OF TRANSPORTATION AND INFRASTRUCTURE

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HOLMES MURPHY AND ASSOC LLC

Agency Code: 34-346205

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Donald E. Appleby, Todd Bengford, Sarah C. Brown, Ashlea McCaughey, Jessica Jean Rini, Mark Sweigart of GREENWOOD VILLAGE, Colorado

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In **Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

SS. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Noelle Ciccone  
My Commission #FF029702  
Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of \_\_\_\_\_.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President



THINKING AHEAD

March 12, 2021

**PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION**

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

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

RE: **BT Construction, Inc.**

Contract No: **202056865**  
Federal Project No:  
Project Name: **27th Street Storm Interceptor, Phase 3**  
Contract Amount: **\$5,323,039.00**  
Performance and Payment Bond No: **34BCSIM4876**

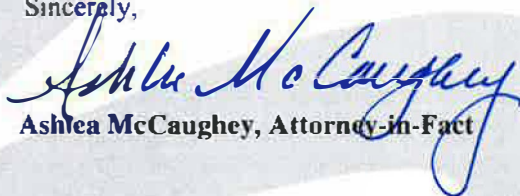
Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency through Hartford Fire Insurance Company insurance company, on March 12th, 2021.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at (720) 622-8245.

Thank you,  
**Hartford Fire Insurance Company**  
Sincerely,

  
Ashlea McCaughey, Attorney-in-Fact

7600 E ORCHARD ROAD, STE 230 SOUTH  
GREENWOOD VILLAGE, CO 80111  
(844) 484.7750 / F (515) 223.6944  
**HOLMESMURPHY.COM**





# CERTIFICATE OF LIABILITY INSURANCE

10/1/2021

DATE (MM/DD/YYYY)

3/15/2021

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

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

<b>PRODUCER</b> Lockton Companies 8110 E Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center; border: none;"><b>NAIC #</b></td> </tr> <tr> <td style="border: none;"><b>INSURER A :</b> The Phoenix Insurance Company</td> <td style="border: none;">25623</td> </tr> <tr> <td style="border: none;"><b>INSURER B :</b> Travelers Property Casualty Co of America</td> <td style="border: none;">25674</td> </tr> <tr> <td style="border: none;"><b>INSURER C :</b> Great American Insurance Company</td> <td style="border: none;">16691</td> </tr> <tr> <td style="border: none;"><b>INSURER D :</b></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><b>INSURER E :</b></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;"><b>INSURER F :</b></td> <td style="border: none;"></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A :</b> The Phoenix Insurance Company	25623	<b>INSURER B :</b> Travelers Property Casualty Co of America	25674	<b>INSURER C :</b> Great American Insurance Company	16691	<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER E :</b>															
<b>INSURER F :</b>															
<b>INSURED</b> 1375941 BT Construction, Inc. 9885 Emporia Street Henderson, CO 80640															

**COVERAGES** BTCON01      **CERTIFICATE NUMBER:** 17414924      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT-CO-4H983410-PHX-20	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-6N339174-20-26-G	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y	CUP-8J518965-20-26	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	UB-6J84757A-20-26-G	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Instl Fltr	N	N	QT6309C602340-COF20	10/1/2020	10/1/2021	Lmt: \$5,500,000 Ded: \$2,500
C	Prof Liab			PCM1398844	10/1/2020	10/1/2021	Lmt: \$2,000,000
C	Poll Liab			PCM1398844	10/1/2020	10/1/2021	Lmt: \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Contract Number: 202056865. City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured as respects General Liability, Auto Liability, and Umbrella Liability if required by written contract. Waiver of Subrogation applies in favor of the Additional Insured as respects General Liability, Auto Liability, Umbrella Liability, and Workers' Comp if required by written contract, where permissible by law. 30 days' notice of cancellation for reasons other than nonpayment; 10 days' notice for nonpayment of premium.

**CERTIFICATE HOLDER**

**CANCELLATION** See Attachments

<b>17414924</b> City and County of Denver Department of Transportation & Infrastructure 201 W. Colfax Ave., Dept. 608 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---



**NOTICE TO APPARENT LOW BIDDER**

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

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **February 18, 2021**, for work to be done and materials to be furnished in and for:

**CONTRACT 202056865 - 27<sup>th</sup> Street Storm Interceptor Phase 3**

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

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

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

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

Prior to issuance of Notice to Proceed, all DSBO requirements must be completed. Additional information may be obtained by contacting the Director of DSBO at (720-913-1714).

**NOTICE TO APPARENT LOW BIDDER**

CONTRACT NO. 202056865

Page 2

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

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

CITY AND COUNTY OF DENVER

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

SAMPLE

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

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

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

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



**NOTICE TO PROCEED  
(SAMPLE)**

Current Date

Name  
Company  
Street  
City/State/Zip

**CONTRACT NO. 202056865 - 27<sup>th</sup> Street Storm Interceptor Phase 3**

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on \_\_\_\_\_ with the work of constructing contract number 202056865, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of 300 calendar days, the project must be complete on or before \_\_\_\_\_.

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

Sincerely,

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

cc:

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

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



**Certificate of Contract Release**  
**202056865 - 27<sup>th</sup> Street Storm Interceptor Phase 3**

Current Date  
Name  
Street Address  
City, State, Zip

Upon receipt of the below stated amount from 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 work, 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.

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. The undersigned further 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.

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 as described herein is the last or final payment.

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

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

If there are any questions, please contact me by telephone at (###) ###-####. Please return this document to me via email at [pw.procurement@denvergov.org](mailto:pw.procurement@denvergov.org).

Sincerely,

Contract Administration

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

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

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



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

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Prevailing Wage Rates**

**Contract Number: 202056865**

**27th Street Storm Interceptor Phase 3**

**December 31, 2020**



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification & Compensation Technician II  
**DATE:** December 28, 2020  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, December 25, 2020** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200002  
Superseded General Decision No. CO20190002  
Modification No. 5  
Publication Date: 12/25/2020  
(6 pages)

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

Attachments as listed above.

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

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

"General Decision Number: CO20200002 12/25/2020

Superseded General Decision Number: CO20190002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020
1	01/31/2020
2	08/28/2020
3	10/30/2020
4	12/18/2020
5	12/25/2020

ASBE0028-001 07/01/2019

Rates

Fringes



Asbestos Workers/Insulator  
 (Includes application of  
 all insulating materials,  
 protective coverings,  
 coatings and finishings to  
 all types of mechanical  
 systems).....\$ 32.98 14.73

-----  
 BRCO0007-004 01/01/2019

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

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

-----  
 BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

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

-----  
 ELEC0012-004 06/01/2019

PUEBLO COUNTY

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

-----  
 ELEC0068-001 06/01/2020

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

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	16.97

-----  
 ELEC0111-001 09/01/2020

	Rates	Fringes
--	-------	---------

Line Construction:

Groundman.....	\$ 22.04	24.25%+6.80
Line Equipment Operator.....	\$ 35.61	24.25%+6.80
Lineman and Welder.....	\$ 49.45	24.25%+6.80

-----  
 ELEC0113-002 06/01/2020

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 33.25	3%+15.75

-----  
 ELEC0969-002 06/01/2019

MESA COUNTY

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

-----  
 ENGI0009-001 05/01/2020

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 30.37	11.15
Blade: Rough.....	\$ 30.37	11.15
Bulldozer.....	\$ 30.37	11.15
Cranes: 50 tons and under..	\$ 30.20	11.15
Cranes: 51 to 90 tons.....	\$ 30.47	11.15
Cranes: 91 to 140 tons.....	\$ 31.55	11.15
Cranes: 141 tons and over..	\$ 33.67	11.15
Forklift.....	\$ 29.67	11.15
Mechanic.....	\$ 30.53	11.15
Oiler.....	\$ 29.29	11.15
Scraper: Single bowl under 40 cubic yards.....	\$ 30.20	11.15
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 30.37	11.15
Trackhoe.....	\$ 30.20	11.15

-----  
 IRON0024-003 11/01/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 32.00	12.01
Structural		

-----

LABO0086-001 05/01/2009

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

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\* PLUM0003-005 06/01/2020

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

	Rates	Fringes
PLUMBER.....	\$ 43.63	16.67

---

PLUM0058-002 07/01/2018

EL PASO COUNTY

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

---

PLUM0058-008 07/01/2018

PUEBLO COUNTY

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

---

PLUM0145-002 07/01/2016

MESA COUNTY

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

---

PLUM0208-004 06/01/2016

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

	Rates	Fringes
PIPEFITTER.....	\$ 37.10	16.62

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SHEE0009-002 07/01/2019

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

-----  
 TEAM0455-002 07/01/2020

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 22.66	4.42
Tandem/Semi and Water.....	\$ 23.29	4.42

-----  
 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

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

=====

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

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

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

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



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

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Addenda**

**Contract Number: 202056865**

**27th Street Storm Interceptor Phase 3**

**December 31, 2020**

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

**CONTRACT NO. 202056865  
PROJECT NAME: 27<sup>TH</sup> STREET STORM INTERCEPTOR PHASE 3**

**ADDENDUM NO. 1 TO CONTRACT DOCUMENTS  
DATE OF ADDENDUM: FEBRUARY 5, 2021**

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:

**ADDITIONAL DOCUMENTS**

- **Revised Statement of Quantities:**
  - **BID DOCUMENT PACKAGE:** Replace existing pages SQ-1 through SQ-4 with Addendum #1 SQ-1 through Addendum #1 SQ-4.
    - **Please note that bid item 34-7.1g 24" DIAMETER PVC PIPE was removed and replaced with item 34-7.1i 30" DIAMETER PVC PIPE, as referenced in A11.**
    - **Additionally, the quantity was increased from 2 to 3 for bid item 34 12.4a CAST-IN-PLACE TYPE B MANHOLE WITH TYPE A TOP SLAB, as referenced in A5.**
  - **BID WORKSHEET on QuestCDN has also been updated to reflect these changes.**
- **Revised Plans:**
  - **Updated Sheet 2 – Revised 2020 General Notes**
  - **Updated Sheet 6 as referenced in A5.**
  - **Updated Sheet 16 as referenced in A5.**

**ATTACHMENTS**

- **Sample RTD Contractor Right of Entry Agreement (14 pages)**

**QUESTIONS/ANSWERS**

- Q1. There is not a bid worksheet included with the bid documents on this project; please provide.
- A1. **The unit prices must be entered in the online bidding Bid Worksheet. Please visit the [Contractor Resources](#) page on [www.work4denver.com](http://www.work4denver.com) for the QuestCDN On-Line Bidding User Guide.**
- Q2. We have bid the vibration assessment part of the last few projects, currently working on Marion Street, and was hoping for some clarification for the specs on this project. Is there a Facility Condition Survey radius? Do you have a list of the addresses for the Facility Condition Survey?
- A2. **No, there is no Facility Condition Survey radius or list of addresses. Please refer to the specification section mentioned in A3.**
- Q3. I have seen the vibration monitoring specs be extensive and involved (similar to the recent Marion St and 16<sup>th</sup> Ave projects) or short (standard 3-page Denver spec). Based on what I have seen in the specs it appears to be the standard 3-page spec. The bid item #02-22.13 calls for 2 monitors with "real time data." Please verify the real time data is only required to be included in the monthly reports and does not need to be accessible in real time or an online format to the Owner or other entities.
- A3. **Item # 02-22.13 Vibration Assessment, Add'l Info: 2 Monitors & Real-Time Data Required, the Add'l info is meant to alert bidders that while performing continuous monitoring as required under**

**specification section 02-2213 Vibration Assessment, the contractor shall include the cost of 2 vibration monitors during all construction activities and at least 1 of the monitors shall have the ability to communicate real-time alerts to the contractor's on-site personnel immediately if/when a pre-determined threshold is met or exceeded. The threshold shall be chosen by the contractor and their vibration consultant as a percentage of the damage threshold. For example, if the damage threshold is determined to be .75 in/sec, the contractor might choose 40% of .75 in/sec, so the predetermined threshold for real-time alerts would be .3 in/sec. Based on the real time alerts, the contractor's on-site personnel would be able to make the determination weather or not it is necessary to adjust construction methods to reduce the levels of vibration. The purpose of having 2 monitors is to help to verify if spikes in monitoring data are due to construction activities or if they were caused by external activities unrelated to the construction project. The vibration data collected and included in the monthly reports would not change from previous projects that have used spec section 02-2213 or the standard 3-page spec.**

- Q4. What is the expected NTP date for the 27th Street storm Interceptor Phase 3?  
**A4. Late Spring/ Early Summer 2021**
- Q5. Per the project's statement of quantities, there are (2) Cast-In-Place Type B manholes and (4) #14 Inlets (L=6'). However, after reviewing the provided drawings, there have been (3) Type B manholes and (6) #14 Inlets (6') that have been counted. Please confirm the correct amount of structures and their structure number.  
**A5. Yes, there are (3) Cast-In-Place Type B manholes. The bid form has been updated. There are only (4) #14 Inlets (L=6') to be installed in the project. The additional two inlets referenced are to be protected. Sheets 6 & 16 have been updated to reflect this.**
- Q6. The (2) bid items, 34-12.7 Cast-In-Place Special Structure I-27A and I-27B, are considered to be 'Special Structures'. There are no drawings that provide the design of these items. Can you provide the structural drawings for these items to ensure an accurate estimate?  
**A6. The 2020 City and County of Denver Wastewater Standard Details contains the necessary details to construct these structures.**
- Q7. From the IB-2 – Bidding: *Bid guarantee will be accepted electronically as part of the Bid packet submitted via QuestCDN. The bid guarantee must be received by the City within seven calendar days following the bid opening date.* We interpret this to mean we can upload a scanned paper-copy of our bid bond in QuestCDN? And within 7 days the original wet signature bid bond document must be received by Contract Administration? Please confirm or clarify.  
**A7. Yes. Please upload a scanned paper-copy of the bid bond in QuestCDN and within 7 days the original wet signature bid bond document must be received by Contract Administration.**
- Q8. The Contractor is required to purchase Railroad Protective Liability Insurance. *From M&P, Section 42-1: The contractor(agent of Licensee including subcontractors, officers, agents and employees; and others acting under the licensee or agent of licensee's authority) will be responsible for the acquisition and maintenance of all railroad protective liability insurance as required by the railroad crossing agreements included within the bid document package. Where do we find the RR agreements or RR insurance information? Please provide is this information if not contained in the bid documents.*  
**A8. Attached is a SAMPLE Contractor Right of Entry Agreement. The contractor is responsible for working with RTD to obtain an executed version of the agreement. Per the attached document, Railroad Protective Liability Insurance naming only RTD as the insured, with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective when the Contractor or Contractor's Agents are performing work on the Licensed Area. The policy shall be issued on a standard ISO form CG 00 35 04 13 and shall be**



**endorsed to include the following: (i) the Pollution Exclusion Amendment, (ii) the Limited Seepage and Pollution Endorsement, (iii) Evacuation Expense Coverage Endorsement. In addition, (a) no other endorsements restricting coverage may be added, (b) the original policy must be provided to RTD prior to performing any work under this Agreement, and (c) the definition of “Physical Damage to Property” shall be endorsed to read: “means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured’s care, custody and control arising out of the acts or omissions of the contractor named on the Declarations.”**

Q9. Please confirm that this project is a Lump Sum Contract or Unit Price? The current Bid Form does not contain a space to enter in Unit Prices, only a total price is being requested. Is the Unit Price being requested through electronic submission? The Measurement and Payment Specs refer and speak to unit price and measured quantities.

**A9. This project is to be bid as a Unit Price to be submitted through QuestCDN. The itemized bid forms are no longer included in the Bid Form Package, 202056865 BF.pdf. Since this project is only accepting bids via QuestCDN, you’ll need to submit your bid through QuestCDN, which charges \$30.00. When you have incurred the additional cost to bid on the project, you’ll be able to access the bid worksheet and upload your completed 202056865 BF.pdf. The bid worksheet is an Excel document that has replaced the need to complete the itemized bid forms previously included in the Bid Form Package. Once you have completed the bid worksheet, you’ll transcribe the *Base Bid Total* amount into the Bid Form Package, 202056865.BF.pdf on page BF-7.**

Q10. What utilities are remaining to be relocated?

**A10. The City has been coordinating the utility relocations with Xcel, Comcast and Century Link. It is intended that the gas line in 26<sup>th</sup> will be relocated prior to the start of construction. It is intended that all OH lines in the California/ Glenarm alley will be raised prior to construction, and that the OH Comcast line in conflict at the Welton/Glenarm alley will be temporarily undergrounded in the existing Century Link conduit. It is intended that the Century Link Telephone line in 26<sup>th</sup> will be relocated prior to the start of construction. The contractor will be responsible for coordinating temporary removal and resetting of light poles with Xcel, as well as any additional overhead relocations.**

Q11. Where is the bid pay item for 30” SDR pipe LAT 27, page 17 of plans?

**A11. The 30” PVC (SDR 35) pipe was incorrectly entered as 24” PVC (SDR 35). The bid form has been updated to reflect these changes.**

Q12. Does a new Material Management Plan need to be created or can the document provided by Pinyon be implemented and used by the Contractor?

**A12. Per the Memorandum by Pinyon provided in Appendix B of the technical specs, "the contractor is required to implement the MMP produced for Phase 1 project area for Phase 3 of the project."**

Q13. Item # 3-2 Hauling of Contaminated Materials to Denver/Arapahoe Disposal Site (DADS)\*Licensed Per D.R.M.C 48-62 calls for 2010 TONS to be hauled to DADS. When does the City anticipate using this item during the project?

**A13. On 27<sup>th</sup> Interceptor Phase 3, all waste materials will be hauled to DADS. Ticketed loads containing Construction & Demolition waste as well as manifested loads containing non-asbestos contaminated dirt are both incidental to the work. Item # 3-2 is meant for hauling of any manifested loads that contain asbestos contaminated soil that needs to be handled and disposed of according to DDPHE standard operating procedures for handling and disposing of asbestos contaminated soil. Based on the city’s preliminary testing, the project team does not anticipate using this item, but it will be used if asbestos contaminated soils are encountered.**

Q14. On the plans there is an existing 10" sanitary sewer main at ~STA 1042+40 that is called out to protect in place. Can you please confirm the material type of the 10" sanitary main?

A14. **The 10" sanitary sewer main on Washington St at approximate station 1042+40 is vitrified clay pipe (VCP). This sanitary main is planned to be lined before the project begins. The lined VCP 10" sanitary will need to be protected in place during construction.**

Q15. Item # 33-05.26.01 Existing Utility Relocate, Add'l Info: Includes Resetting Private Light Post at 710 E 25<sup>th</sup> Ave and Corresponding Conduit and Electrical Connection (By Contractor).

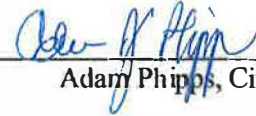
1) Where does this light pole get relocated to?

2) Does this item also include the overall project utility coordination that the contractor is required to complete?

A15. **1) The Light pole in Line Item # 33-05.26.01 will be moved directly across Washington St behind the sidewalk.**

**2) Please refer to Specification Section 33-0526.01 Existing Utility Location/Coordination (Relocation and/or Adjustment). The city has begun conversations with all known underground and overhead utility owners and have agreed to an acceptable relocation plan and it is anticipated that these relocations will be completed before construction begins. The city cannot guarantee that the utility owners will complete this work in a timely manner, therefore any additional coordination needed would be the sole responsibility of the contractor as outlined in the above-mentioned specification.**

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

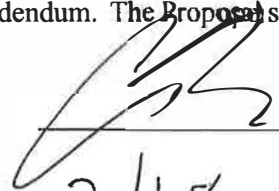


Adam Phipps, City Engineer

February 10, 2021

Date

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

 Colin McCarron - BTC  
Contractor

2/18/21

Date

ADDENDUM NO. 1

**RIGHT OF ENTRY AGREEMENT  
FOR [DESCRIBE USE—such as utilities, surveying, etc.]**

THIS RIGHT OF ENTRY AGREEMENT ("**Agreement**") is made by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado, whose address is 1660 Blake Street, Denver, Colorado 80202 ("**RTD**"), and [INSERT CONTRACTOR NAME], [Insert Contractor Type], whose address is [Insert Contractor Address] ("**Contractor**").

RECITALS

- A. RTD [owns/operates a rail line/owns/controls a parcel of land]/ [at/containing] [describe location of property]
- B. [Background information, including definition of the "**RTD Property**" and the purpose for the ROE/why Contractor needs the ROE].
- C.
- D.

In consideration of the permission of RTD for Contractor to enter upon the RTD Property and for the sum of \$XX,XXX.XX to be paid by Contractor to RTD upon execution of this Agreement, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1. RIGHT OF ENTRY

- A. Subject to all the terms and conditions of this Agreement, RTD grants to Contractor the non-exclusive, revocable right to enter upon and have ingress to and egress from the RTD Property solely for the purpose of [Insert Purpose Here] (collectively, "**Facilities**") within the area shown on the attached **Exhibit A ("Licensed Area")**.
- B. RTD shall retain all rights in and usage of the Licensed Area. This Agreement is subject to existing interests, easements, leases, licenses, and permits (if any) previously granted, reserved, or held by RTD, its predecessors in interest, or any other person or entity affecting any of the Licensed Area or RTD Property, whether of record or not. Contractor's use of the Licensed Area shall not interfere with RTD's use and/or maintenance of RTD facilities and the RTD Property, nor with the needs and requirements of RTD's tenants, easement beneficiaries, licensees, or lien holders, nor with the use of their improvements on the RTD Property.
- C. Contractor shall require its agents, employees, and subcontractors (collectively, "**Contractor's Agents**") performing work pursuant to this Agreement to comply with each of the terms and conditions of this Agreement and to acknowledge all rights reserved to RTD pursuant to this Agreement.
- D. In the event of Contractor's violation of any of the terms of this Agreement, RTD may terminate this Agreement in part or in full, effective immediately upon Contractor's receipt of RTD's written termination notice.
- E. All recitals and attached exhibits are deemed incorporated into this Agreement.

## ARTICLE 2. TERM

This Agreement shall become effective upon the last date of execution by both parties ("**Effective Date**") and shall remain in effect for [XX] days, until completion of the work, or until earlier termination of this Agreement, whichever occurs first.

## ARTICLE 3. WORK AND COORDINATION WITH RTD

- A. Contractor shall perform the work in accordance with **Exhibit A**, with due care, at Contractor's expense, and in full compliance with federal, state, and local laws and applicable industry and RTD standards.
- B. Contractor shall coordinate all work with RTD's Utility Engineering/Construction Team at <http://www.rtd-denver.com/UtilityConstruction.shtml> or (303) 299-2811 and RTD Rail Operations at (303) 299-3415. Contractor's Agent shall notify RTD's Utility Engineering/Construction Team a full two weeks prior to construction and shall coordinate a Utility Pre-Construction Meeting with RTD.

## ARTICLE 4. ACCESS

- A. During any work under this Agreement, Contractor agrees to maintain the Licensed Area in a clean, neat, and sanitary condition, and to properly and promptly dispose of all litter and debris. Following completion of the work, Contractor shall promptly remove all tools, equipment, and materials and restore the Licensed Area, including re-vegetation, to substantially the same state and condition as when entered upon. If Contractor does not complete the restoration work within a reasonable time, RTD may complete the restoration work at Contractor's sole expense; Contractor shall reimburse RTD within 30 days of Contractor's receipt of a written invoice and supporting documentation. Contractor's obligation to restore the Licensed Area or to reimburse RTD for such restoration shall survive any termination of this Agreement.
- B. Contractor shall, and shall require Contractor's Agents to, obtain an approved right-of-way access permit from RTD Rail Operations at <http://www.rtd-denver.com/UtilityConstruction.shtml> ("**Access Permit**") whenever Contractor or its equipment will be present inside a restricted, fenced area or within 25 feet of either the nearest rail of the RTD rail tracks or the overhead contact system ("**OCS**").
  - 1. Contractor must initiate a request for an Access Permit no fewer than 21 business days prior to the date of the proposed access.
  - 2. Contractor's Agents shall be required to attend an Access Permit coordination meeting at a time and date to be established by RTD.
  - 3. Contractor's Agents seeking access under the Access Permit shall complete applicable safety training, which RTD shall provide at Contractor's cost, or provide proof of current training, prior to the RTD coordination meeting.
  - 4. RTD may refuse to grant an Access Permit on either safety or operational grounds or may grant an Access Permit subject to special condition(s). Any conditions set forth in an Access Permit shall be deemed to be incorporated in this Agreement by this reference.

5. If an Access Permit is granted, RTD shall provide any flagger necessary to protect RTD rail service, patrons and employees at Contractor's cost to protect and expedite train movement whenever the Access Permit requires it.
- C. Whenever an Access Permit is active, Contractor shall ensure that Contractor's Agents meet the following requirements:
1. Bring a copy of the signed Access Permit on the Licensed Area.
  2. Keep proof of RTD safety training completion readily available while working on the Licensed Area.
  3. Have RTD-safety trained and qualified look-outs on the Licensed Area for the work.
  4. Wear orange MUTCD 2009 Class II compliant high-visibility safety vests at all times while working on the Licensed Area.
  5. Notify RTD dispatch control at (303) 299-3480 prior to entering, and when clear of, the Licensed Area.
  6. Keep all active tracks completely usable at all hours, unless Contractor has received prior written consent from RTD, and clear rail flangeways and work areas of debris prior to leaving the Licensed Area.
- D. Contractor shall notify RTD Rail Operations immediately if Contractor becomes aware that an individual or an item of equipment has been placed in such proximity to an RTD track that the individual or equipment could be struck by a moving train or on-track equipment or in any case is within four feet of the field side of the near running rail.
- E. The OCS is live and hot at all times. Pursuant to RTD's sole discretion, RTD may de-energize the OCS at Contractor's cost upon a showing by Contractor that de-energization is necessary to accomplish Contractor's work. Contractor shall remit the de-energization fee to RTD prior to de-energization. Contractor understands and acknowledges that the mainline OCS cannot be de-energized during revenue service hours and any such de-energization requires two weeks' advance written notice to RTD, except in the case of an emergency.
- F. **In case of emergency** caused by failure of the Facilities or in connection with Contractor's work within the Licensed Area, Contractor shall immediately notify RTD of the emergency at (303) 299-3480 or such other number provided by RTD and advise of Contractor's proposed actions to immediately address the emergency. If reasonably practicable, Contractor shall avoid remedial operations that would delay or obstruct RTD rail operations. If Contractor cannot avoid such remedial operations, Contractor shall avoid any delay or obstruction to RTD rail operations during RTD peak hours of 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:30 p.m. of any weekday, if reasonably practicable. Otherwise, Contractor shall expeditiously take such actions as will safely address the emergency and permit RTD's resumption of safe and timely rail service. Contractor shall be responsible for any costs incurred by RTD in connection with any failure of the Facilities or Contractor's actions in relation to such failure or emergency, in accordance with the reimbursement requirements of this Agreement.
- G. RTD reserves the right to have its personnel present during any work under this Agreement.

- H. Contractor shall be responsible for safety related to all aspects of its work under this Agreement. Contractor shall obtain all health, fire, and other relevant safety regulations, work practices, and procedures prescribed by law and by RTD and shall ensure that Contractor's Agents are notified of, understand, and abide by them at all times. Contractor shall provide all required personal protective equipment and other equipment required for the safe performance of the work.
- I. Contractor shall promptly report all accidents, safety incidents, injuries, and environmental incidents concerning the RTD Property or RTD facilities to government authorities as required by law and to RTD.
- J. At any reasonable time, RTD may inspect a work site and appropriate records regarding Contractor's safety procedures and statistics to ascertain compliance with the safety requirements of this Agreement. Neither the existence nor exercise of such right by RTD shall relieve Contractor of its responsibility for compliance with, and for monitoring compliance by Contractor and its subcontractors with, the safety requirements of this Agreement.
- K. Contractor shall stop work when an imminent hazard to persons, the RTD Property, or RTD facilities is identified and shall immediately notify RTD that work has stopped, providing the reasons for stopping the work and an estimate of when the work will resume. Contractor shall take all appropriate measures to abate the imminent hazard.
- L. Contractor shall ensure that Contractor's Agents understand their right to stop work at any time they feel there is an unsafe condition or unsafe behavior in place that could harm them, others, property, or the environment. The work shall not resume until all appropriate measures to abate the hazards have been implemented.
- M. Notwithstanding any other provision of this Agreement, RTD has the right to immediately suspend the performance of the work under this Agreement if RTD, in its sole judgment, determines that any of Contractor's Agents is failing to comply with RTD safety requirements or applicable safety laws and regulations while performing the work, or if the safety of RTD employees or patrons is at risk or RTD operations are at risk. The suspension will continue until RTD notifies Contractor that the suspension is lifted. Contractor acknowledges that RTD has no obligation to lift the suspension until RTD is satisfied that Contractor will comply with applicable requirements. RTD shall not be liable for any delays in the completion of the work that result from an RTD suspension under this paragraph.

#### ARTICLE 5. DIGGING AND BORING

If any digging or boring is permitted on the Licensed Area, Contractor shall first determine if a telecommunications system or other utility is buried anywhere on or about the Licensed Area in the location where Contractor will perform such digging or boring. If there is such a telecommunications facility or other utility, Contractor will determine the owner of such telecommunications system or other utility and take such actions in cooperation with the owner(s) as are necessary so as not to damage such system or utility.

ARTICLE 6. NOTICES

Unless otherwise prescribed in this Agreement, any notices required to be given shall be provided in writing and mailed by U.S. mail, first class postage prepaid, or by electronic mail and addressed as follows:

If to RTD: Regional Transportation District  
Attn: Manager, Real Property  
1560 Broadway, Suite 650  
Denver, Colorado 80202  
(303) 299-6904  
[realproperty@rtd-denver.com](mailto:realproperty@rtd-denver.com)

With a copy to: Regional Transportation District  
Attn: Light Rail Maintenance of Way Manager  
2701 S. Elati Street  
Englewood, Colorado 80204  
Phone: (303) 299-3400  
**In emergency: 303-299-3480**

If to Contractor: [Insert Contractor information]  
\_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Phone  
\_\_\_\_\_  
Email

Any such notice shall be deemed to have been provided three days after such notice or communication is mailed. Each party will provide notice of any changes to its address, email address, or contact person.

ARTICLE 7. LIABILITY

- A. Contractor shall be responsible for any damage, including but not limited to Environmental Damages (defined below), to any property, including the Licensed Area, the RTD Property or other RTD property, Contractor’s property, adjacent property, utilities, adjacent structures, and other third party real and personal property on or under the RTD Property that is caused by Contractor or Contractor’s Agents. Contractor shall either promptly repair such damage or pay damages to the reasonable satisfaction of the owner of the damaged property, in either case at no cost to RTD. RTD and Contractor shall notify one another of any such damage and any potential claims arising out of such damage.
- B. Contractor shall, and shall require Contractor’s Agents to, indemnify, defend, and hold harmless RTD and its officers, directors, employees, agents, and contractors against and from all claims (including

without limitation actions, demands, expenses, costs, attorneys' fees, court costs, and judgments) arising out of or caused by the use of the Licensed Area and RTD Property under this Agreement, including but not limited to Environmental Damages (defined below). In the event of any claims made or suits filed, each party shall give the other prompt written notice, and RTD shall have the option to defend or reasonably settle the same as to claims or suits made against it, without effect as to Contractor's obligations under this Agreement.

- C. Nothing in this Agreement shall be deemed to waive any of RTD's privileges or immunities pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- D. The provisions of this Article shall survive the termination, in whole or in part, of this Agreement.

#### ARTICLE 8. NO WARRANTY

- A. RTD does not grant nor purport to grant any right not specifically set forth in this Agreement. Permission for Contractor or Contractor's Agents to traverse the property of any other property owners or interest-holders other than RTD is the sole responsibility of Contractor, as is the procurement of any applicable regulatory permission or consent.
- B. The right to use the Licensed Area and RTD Property is granted subject to their "AS IS" physical condition without any warranty, express or implied.
- C. Contractor specifically assumes all risk of loss, damage, or destruction to any tools, equipment, or materials, if any, that Contractor or Contractor's Agents store on the Licensed Area or the RTD Property, whether the loss, damage, or destruction results from accident, act of God, the elements, severe weather, theft, or vandalism.

#### ARTICLE 9. INSURANCE

- A. Contractor shall, throughout the Term of this Agreement, procure and maintain, and shall require that Contractor's Agents, with the exception of individual Contractor employees, procure and maintain, the following types of insurance, at a minimum, with an insurer or insurers and in a form satisfactory to RTD. All insurance policies shall name RTD as an additional insured, with the exception of Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance.
  - 1. Commercial General Liability Insurance with contractual liability endorsement, which shall provide coverage for limits of not less than \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000, and shall also include, but not be limited to, coverage for bodily injury, property damage, and products and completed operations. Following the completion of construction, this insurance will be maintained (renewed annually) for a time period no less than through the period of the applicable Colorado statute(s) of limitation and, if applicable, the Colorado statute of repose.
  - 2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits.
  - 3. Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence, and including coverage for, but not limited to, bodily injury liability and property damage liability for any vehicles owned, used, or hired.



4. Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or policies shall cover the entire liability of Contractor as determined by the workers' compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain, a waiver of insurer's right of subrogation against RTD for payments made to or on behalf of employees of Contractor. Employers' Liability Insurance shall provide coverage for limits of not less than \$500,000. This insurance, when procured by Contractor's Agents, shall also cover Contractor's Agents' employees.
  5. Railroad Protective Liability Insurance naming only RTD as the insured, with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective when the Contractor or Contractor's Agents are performing work on the Licensed Area. The policy shall be issued on a standard ISO form CG 00 35 04 13 and shall be endorsed to include the following: (i) the Pollution Exclusion Amendment, (ii) the Limited Seepage and Pollution Endorsement, (iii) Evacuation Expense Coverage Endorsement. In addition, (a) no other endorsements restricting coverage may be added, (b) the original policy must be provided to RTD prior to performing any work under this Agreement, and (c) the definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."
  6. Contractors' Pollution Liability Insurance including contractual liability and providing third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed. The amount of such coverage shall be no less than \$5,000,000 per occurrence and aggregate.
- B. Prior to entry upon, above, or adjacent to the RTD Property and the Licensed Area, Contractor agrees to furnish RTD with a certificate of the required insurance for each of Contractor's and Contractor's Agents' policy(ies). Contractor shall provide 30 days' advance notice of cancellation of such policy(ies) by registered or certified mail. Certificates of insurance shall be provided to the RTD Manager of Real Property as provided in this Agreement.
- C. Each insurance certificate required above shall have the following endorsements attached:
1. An endorsement naming RTD an additional insured, except on Workers' Compensation and Employers' Liability Insurance and Railroad Protective Liability Insurance;
  2. An endorsement evidencing coverage for a liability assumed under an insured contract for liability assumed by Contractor and Contractor's Agents;
  3. An endorsement providing that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated, including an endorsement "Contractual Liability - Railroads" (ISO CG 24 17) to amend the definition of "insured contract" to delete the "railroad exclusion," provided, however, that such endorsement is not required if Railroad Protective Liability Insurance is provided;
  4. A Broad Form Property Damage endorsement if the policy does not provide for the equivalent coverage; and

5. Waiver of subrogation in favor of and acceptable to RTD.
- D. In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid under this Agreement on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (1) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue in force as though it were primary insurance. For claims covered by the insurance specified in this Agreement, the insurance coverage shall be primary and non-contributory insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees, and agents, and it shall specify that coverage continues notwithstanding the fact that Contractor and Contractor's Agents have left the RTD Property.
- E. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- F. Liability of Contractor under this Agreement shall not be limited to coverage provided under the required insurance policies.
- G. Only those Contractor's Agents whose operations are covered by the required insurance will be authorized to work upon or about the Licensed Area or the RTD Property.
- H. In the event that any Contractor's Agent does not have its own insurance coverage as set forth in this Article, Contractor shall cause such Contractor Agent to be a named insured under Contractor's policies.

#### ARTICLE 10. ENVIRONMENTAL OBLIGATIONS

A. Definitions.

1. **Activities:** Any action or omission of Contractor and/or Contractor's Agents.
2. **Environmental Damages:** All claims, judgments, damages, losses, penalties, fines, liabilities (including but not limited to strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment related to Activities, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the RTD Property or migrating or threatening to migrate to or from the RTD Property, or the existence of a violation of Environmental Requirements pertaining to the RTD Property and including without limitation:
  - a) damages for personal injury or injury to property or natural resources occurring upon or off of the RTD Property, foreseeable or unforeseeable, including without limitation lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, and interest and penalties including but not limited to claims brought by or on behalf of employees of Contractor;

- b) fees incurred for the services of attorneys, consultants, contractors, experts, and laboratories and all other costs incurred in connection with the investigation or remediation of Hazardous Materials or violation of Environmental Requirements, including but not limited to the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring work required by any federal, state, or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the RTD Property or any other property otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs, and expenses incurred in enforcing this Agreement or collecting any sums due under this Agreement; and
  - c) liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subsection 2(b) above.
3. **Environmental Requirements:** All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:
- a) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials, whether solid, liquid, or gaseous in nature; and
  - b) all requirements pertaining to the protection of the health and safety of employees or the public.
4. **Hazardous Material(s):** Any and all substances, chemicals, wastes, or other materials now or from time to time:
- a) defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 *et seq.*) ("**CERCLA**"), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*) ("**RCRA**"), and/or the Colorado Hazardous Waste Act, C.R.S. § 25-15-101 *et seq.*, and the Colorado Hazardous Waste Regulations, 6 C.C.R. 1007-3;
  - b) characterized as hazardous or toxic materials, substances, chemicals, pollutants, contaminants, or wastes that are regulated, subject to permitting or warning requirements, or for which removal, remediation, or disposal is required or regulated, under any and all laws for the protection of the environment, human health, and safety, including without limitation CERCLA; RCRA; the Transportation of Hazardous Materials (49 U.S.C. § 5101 *et seq.*); the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the Clean Air Act (42 U.S.C. § 7401 *et seq.*); the Colorado Hazardous Waste Act (C.R.S. § 25-15-311, *et seq.*); the Colorado

Solid Waste Act (C.R.S. § 30-20-100.5, *et seq.*); the Colorado Water Quality Control Act (C.R.S. § 25-8-101, *et seq.*); the Colorado Air Pollution Prevention and Control Act (C.R.S. § 25-7-101, *et seq.*); Title 8, Article 20.5, Colorado Revised Statutes; and/or any federal, state, or local regulations and associated guidance promulgated thereunder; or

- c) otherwise posing a present or potential risk to human health, welfare, or the environment, including without limitation asbestos; flammable, explosive, corrosive, or radioactive materials; gasoline; oil; motor oil; waste oil; petroleum (including without limitation crude oil or any component); petroleum-based products, paints, and solvents; lead; cyanide; DDT and other pesticides; and polychlorinated biphenyls.
- B. No Hazardous Material on Property. Except in strict compliance with all Environmental Requirements, Contractor and Contractor's Agents shall not cause, permit, or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the RTD Property or the Licensed Area.
- C. No Violations of Environmental Requirements. In performing the Activities, Contractor shall not cause, permit, or suffer the existence or the commission of a material violation of any Environmental Requirements upon, about, or beneath the RTD Property or the Licensed Area.
- D. No Environmental or Other Liens. In performing the Activities, Contractor shall not create or suffer to exist with respect to the RTD Property any lien, security interest, or other charge or encumbrance of any kind, including without limitation any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9607(1)) or any similar state statute.

#### ARTICLE 11. SAMPLES AND REMOVAL

As between Contractor and RTD, Contractor shall be solely responsible for the lawful removal, manifesting, transport, testing, and disposal of any samples or other materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area or generated as a result of work performed pursuant to this Agreement, and shall duly and properly perform or cause to be performed any such work that it undertakes or is required to undertake pursuant to federal, state, and local laws and applicable industry standards. As between Contractor and RTD, Contractor is the sole generator (as the term "generator" is used in applicable statutes and regulations concerning the removal, transport, and/or disposal of Hazardous Materials, substances, waste, or other contaminants) of any materials, including but not limited to Hazardous Materials, removed from the RTD Property or Licensed Area by Contractor or Contractor's Agents or generated as a result of sampling and/or testing undertaken by Contractor or Contractor's Agents.

#### ARTICLE 12. GENERAL

- A. Assignment. Contractor may not assign this Agreement, or any part or interest in this Agreement, without the prior written consent of RTD. No RTD-approved assignment shall release Contractor from any liability under this Agreement. Any assignment in violation of this Agreement shall be null and void.

- B. Agreement Binding. This Agreement and all of the covenants, terms, and conditions in this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- C. Execution in Counterparts. This Agreement (and each amendment, modification, and waiver in respect of this Agreement) may be executed and delivered in counterparts, each of which will be deemed an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.
- D. Governing Laws; Jurisdiction and Venue. The laws of the State of Colorado and applicable federal, state, and local laws, rules, regulations, and guidelines govern this Agreement. Jurisdiction and venue for all disputes shall be in the county in which the Licensed Area is located, and Contractor expressly submits itself to such jurisdiction.
- E. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.
- F. No Agency. It is expressly understood and agreed that RTD and Contractor do not intend to be and shall not in any respect be deemed agents of each other.
- G. Headings. The headings in this Agreement are inserted for reference purposes only and are not restrictive as to content.
- H. Liens. Contractor shall not permit any lien, claim, or other charge to be placed on the RTD Property, and Contractor shall promptly cause any such lien, claim, or charge to be removed. If any mechanic's lien, claim, or other charge is filed against the RTD Property, Contractor shall discharge the same of record by a release or bond within 30 days after the filing of any notice of such lien, claim, or other charge. This provision shall survive termination, in whole or in part, of this Agreement.
- I. Waiver; Severability. The failure of either party to exercise any right under this Agreement, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- J. Legal Authority. Contractor warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind Contractor to its terms. The person(s) executing this Agreement on behalf of Contractor warrant(s) that such person(s) have full authorization to execute this Agreement.
- K. No Dedication; Third Parties. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Licensed Area or the RTD Property to the general public or for any public use or purpose whatsoever. Except as specifically provided in this Agreement, no rights, privileges, or

immunities of either party shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

- L. Breach. Any failure of Contractor to fulfill any of Contractor's obligations under this Agreement shall constitute a breach of this Agreement and subject Contractor to immediate termination of the Agreement, as well as damages and costs, including attorneys' fees.
- M. Applicable Laws; Violation. Contractor shall use the Licensed Area in a safe and careful manner and shall comply with all applicable ordinances and regulations of the jurisdiction in which the Licensed Area is located; federal, state, and local laws; and all other rules of governmental authorities as may be in force and effect during the term of this Agreement. If at any time the use of the Licensed Area by Contractor violates applicable ordinances or laws, Contractor shall cease and desist from continuing such use upon demand by RTD.
- N. Additional Uses. Contractor understands and agrees that the RTD Property may be used by the public or otherwise, and Contractor shall conduct its work so as not to unreasonably interfere with such other uses.
- O. RTD Equipment. Contractor shall not use RTD equipment, tools, or furnishings located in or about the Licensed Area or RTD Property without prior written approval by RTD.
- P. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the Licensed Area and the RTD Property.
- Q. Electronic Signatures. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, and digital signatures.

*Signature Page to Follow*

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the Effective Date.

**REGIONAL TRANSPORTATION DISTRICT**

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

Henry J. Stopplecamp, P.E.  
AGM, Capital Programs

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

APPROVED AS TO LEGAL FORM FOR THE  
REGIONAL TRANSPORTATION DISTRICT

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

[Attorney Name]

[Attorney Title: General Counsel OR Deputy/Senior Associate/Associate/Assistant General Counsel]

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

**CONTRACTOR**

[INSERT CONTRACTOR NAME]

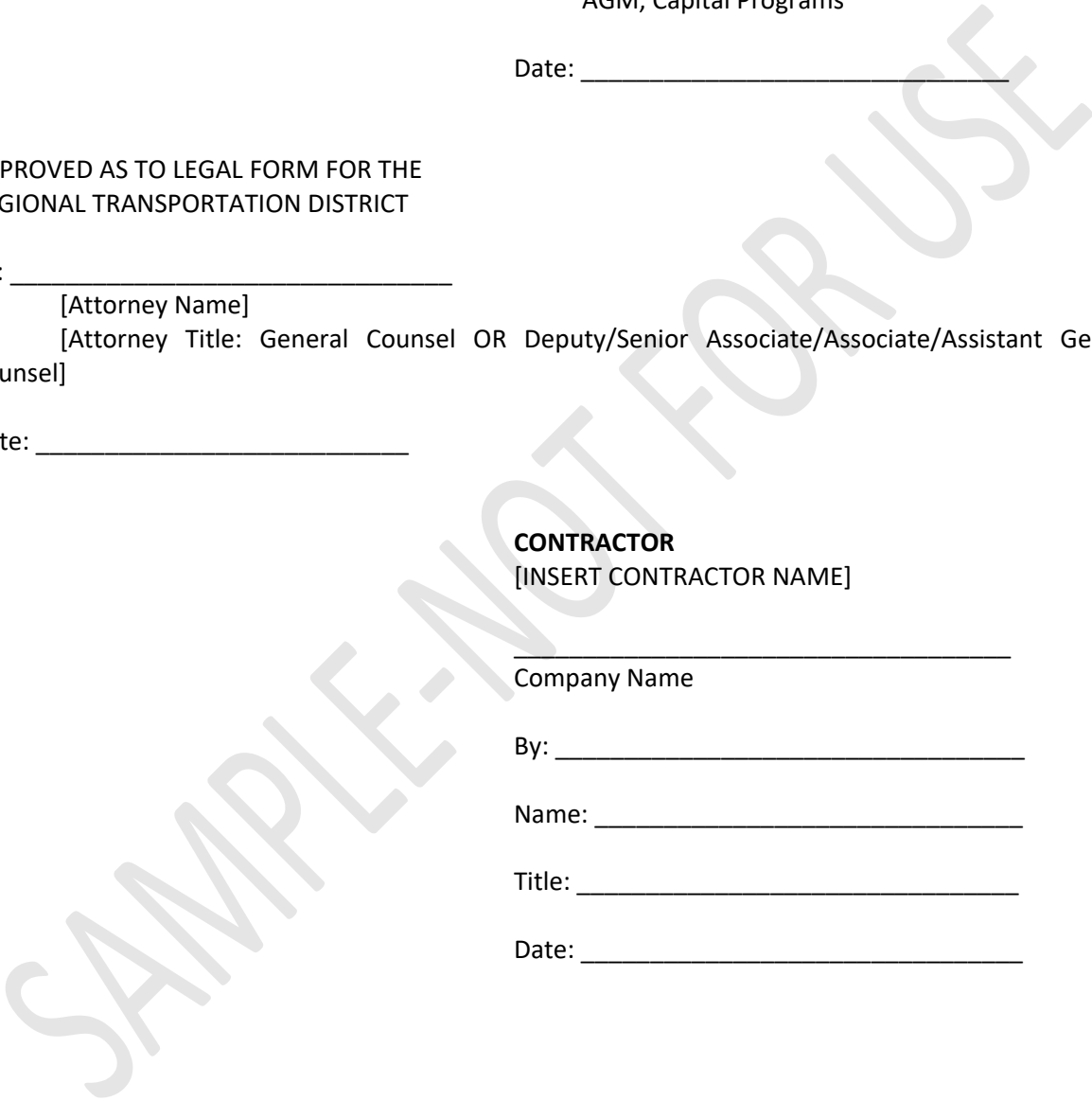
\_\_\_\_\_  
Company Name

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

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

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

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



**EXHIBIT A**  
**Facilities and Licensed Area**

SAMPLE-NOT FOR USE



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



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

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Technical Specifications**

**Contract Number: 202056865**

**27th Street Storm Interceptor Phase 3**

**December 31, 2020**

**PLEASE NOTE: Incorporated by reference and filed with  
the Clerk and Recorder, File No. 20210023**

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



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

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Plans/Drawings**

**Contract Number: 202056865**

**27th Street Storm Interceptor Phase 3**

**December 31, 2020**

**PLEASE NOTE: Incorporated by reference and filed with  
the Clerk and Recorder, File No. 20210023**

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



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

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Utilities Clearance Record**

**Contract Number: 202056865**

**27th Street Storm Interceptor Phase 3**

**December 31, 2020**

<b>CITY AND COUNTY OF DENVER</b>			
<b>CAPITAL PROJECT UTILITIES CLEARANCE RECORD</b>			
Project Name:	27th Street Storm Interceptor, Phase 3	Contract No:	202056865
Project Location:	26th Street - California to Washington	AD date:	December 31, 2020
Project Manager:	Kelly Crum	Est. NTP:	June 2021
Supervising Engineer:	Tom Blackman	Const. date:	July 2021

**A. Project Utilities Determination**

- 1- All checked  Yes/No utilities indicated in Part-B have been identified within the project limits and coordinated with the utility owners.
- 2- All utility clearance action requirements indicated in Part-C will be obtained before project advertisement.
- 3- Note to Project Manager: If activity is applicable, show completed date and initial. If not completed, show date conflict was acknowledge by Utility Owner. Any impact resulting in a change to the plans after the date of signature must be approved by DOTI ER.

**B. Utilities Involvement**

Yes	No	Utilities Involved	Utilities Reviewed	Relocations Requested	Utility Clearance	Clearance Completed	
						Date	Initials
<input type="checkbox"/>	<input checked="" type="checkbox"/>	360 Network	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Above Net Communications	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Adesta Group Communications	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	AT&T	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Comcast Cable	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12/2020	KRC
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conoco Phillips	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Danella.com	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Denver Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12/2020	KRC
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Level 3 Communications	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	McLeod USA (Paetec)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Metro Wastewater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Nustar Energy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Qwest Communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12/2020	KRC
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Rocky Mountain Pipeline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sprint (Nextel)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Time Warner (TW) Telecom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Verizon (MCI)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	XO Communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Xcel Energy - Electric, Distribution	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12/2020	KRC
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Xcel Energy - Electric, Transmission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12/2020	KRC
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Xcel Energy - Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12/2020	KRC
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Xcel Energy - Steam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Railroad, <a href="#">Name</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Railroad, <a href="#">Name</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Irrigation company, <a href="#">Name</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Irrigation company, <a href="#">Name</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other, <a href="#">Name</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	Other, <a href="#">Name</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**C. Additional Requirements**

Yes	No	Activity	Utilities Involved	Date	Initials
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Existing utility easements identified?	<a href="#">Name</a>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Existing utility easements available?	<a href="#">Name</a>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Railroad Agreement?	<a href="#">Name</a>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Irrigation company agreement?	<a href="#">Name</a>		

**D. Comments**

The project will relocate Denver Water facilities. Comcast, Century Link and Xcel are in the process of designing their relocations.

**E. Project Utility Certification**

To the maximum extent practicable prior to the bid advertisement of this project, as a project manager, I am verifying that all the utility conflicts with the indicated above utilities have been coordinated and resolved with the utility owners. All identified mitigations up to this point are included in the final set of plans and specifications for advertisement and construction.

Project Manager Name: Kelly Crum, Date: 12/07/2020.