

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

Contract Documents

Contract Number: 202472434

2024 Hot-In-Place Recycling and Repaving

February 1, 2024



NOTICE TO APPARENT LOW BIDDER

CUTLER REPAVING, INC.
921 E 27th Street
Lawrence, KS 66046-4917

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **March 12, 2024**, for work to be done and materials to be furnished in and for:

CONTRACT 202472434 – 2024 HOT-IN-PLACE RECYCLING AND REPAVING

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: ***Twenty-One (21) bid items (202-1 through 630-5)** the total estimated cost thereof being: ***Four Million One Hundred Ninety Thousand Two Hundred Ninety Seven Dollars and No Cents (\$4,190,297.00).**

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

- a. Insurance Certificates: Commercial General Liability and Business Automotive Liability, Workers' Compensation and Employer's 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 or resolution and in accordance with Section 3.2.6 of the Charter of the City and County of Denver.

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 furnish the Performance Bond or execute the contract 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.

City and County of Denver Department of Transportation & Infrastructure
Project Delivery Administration
201 W. Colfax Avenue, Dept. 608 | Denver, CO 80202
www.denvergov.org/doti
Phone: 720-865-8630



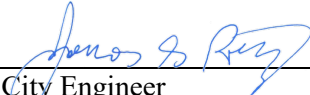
NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202472434

Page 2

Dated at Denver, Colorado this 23rd day of May 2024.

CITY AND COUNTY OF DENVER

By: 
City Engineer
Department of Transportation and Infrastructure

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

City and County of Denver Department of Transportation & Infrastructure
Project Delivery Administration
201 W. Colfax Avenue, Dept. 608 | Denver, CO 80202
www.denvergov.org/doti
Phone: 720-865-8630

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

Bid Form Package

Contract Number: 202472434

2024 Hot-In-Place Recycling and Repaving

February 1, 2024

**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 sent 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.

PAGE NO.	ACTION ITEM(S)	COMPLETE
BF-4 – BF-5	• Use legal name, per Colorado Secretary of State (SOS).	<input type="checkbox"/>
	• Provide contact and signatory information.	<input type="checkbox"/>
	• Provide acknowledgment signature and attestation (if required).	<input type="checkbox"/>
BF-6	• Use legal name, per Colorado Secretary of State (SOS).	<input type="checkbox"/>
BF-7	• Calculate Textura® Fee from chart on page BF-3.	<input type="checkbox"/>
	• Write Total Base Bid Amount in words and figures in the space provided.	<input type="checkbox"/>
	• If applicable, write out Add Alt amounts in words and figures.	<input type="checkbox"/>
	• Provide surety/bid guarantee information.	<input type="checkbox"/>
BF-8	• List all subcontractors who are performing work on this project.	<input type="checkbox"/>
BF-9 – BF-10	• Complete DSBO Form 1A - List of Proposed Subcontractors, Subconsultants, and/or Suppliers ('Base Bid Total' from BF-7 = 'Total Contract Value') (Required Form due with bid)	<input type="checkbox"/>
BF-11	• Complete all blanks for bid acknowledgement.	<input type="checkbox"/>
	• If Addenda have been issued, complete addenda acknowledgement.	<input type="checkbox"/>
BF-12	• Complete appropriate sections and include signature(s) as required.	<input type="checkbox"/>
	• If bidder is a corporation, include corporate seal as required.	<input type="checkbox"/>
BF-13	• Complete DSBO Commitment to Participation. (Required Form due with bid)	<input type="checkbox"/>
BF-14	• Completed Letter of Intent for each certified firm, signed by the firm's representative. (Required Form due with bid)	<input type="checkbox"/>
BF-15	• Fill in all Bid Bond blank spaces.	<input type="checkbox"/>
	• Provide signatures as required.	<input type="checkbox"/>
	• If bidder is a corporation, include corporate seal as required.	<input type="checkbox"/>
	• Attach Surety Agents Power of Attorney <u>OR</u> Certified or cashier's check made out to the Manager of Revenue referencing Bidder's Company and Contract Number.	<input type="checkbox"/>

Textura® Construction Payment Management System (“Textura”)

Bidder recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (“Textura”) for this Project to request payment from the City and to pay 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 subcontractors, 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)
\$100,000.01 – 250,000.00	\$858.00
\$250,000.01 - \$500,000.00	\$1,787.50
\$500,000.01 - \$1,000,000.00	\$3,575.00
\$1,000,000.01 - \$3,000,000.00	\$6,435.00
\$3,000,000.01 - \$5,000,000.00	\$10,010.00
\$5,000,000.01 - \$10,000,000.00	\$13,455.00
\$10,000,000.01 - \$20,000,000.00	\$22,425.00
\$20,000,000.01 - \$50,000,000.00	\$35,750.00
\$50,000,000.01 - \$100,000,000.00	\$53,625.00
\$100,000,000.01 - \$200,000,000.00	\$76,050.00

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. 202472434

2024 HOT-IN-PLACE RECYCLING AND REPAVING

BIDDER: Cutler Repaving, Inc.
(Legal Name per Colorado Secretary of State)

ADDRESS: 921 E 27th St
Lawrence, KS 66046-4917

CONTACT PERSON FOR ALL MATTERS RELATING TO THIS DOCUMENT

NAME: Charles R. Veskerna **TITLE:** President
EMAIL: bveskerna@cutlerrepaving.com **PHONE NUMBER:** 785-843-1524

AUTHORIZED ELECTRONIC SIGNATORY

NAME: Charles R. Veskerna
EMAIL: bveskerna@cutlerrepaving.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. 202472434 - 2024 Hot-In-Place Recycling and Repaving**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated February 1, 2024.

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/Partial 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: Cutler Repaving, Inc.

Name: Charles R. Veskerna


By: Charles R. Veskerna

Title: President

ATTEST:

By: John R. [Signature]

[SEAL]



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

BID FORM

CONTRACT NO. 202472434

2024 HOT-IN-PLACE RECYCLING AND REPAVING

BIDDER: Cutler Repaving, 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 **February 1, 2024**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 202472434 - 2024 Hot-In-Place Recycling and Repaving**, 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/Partial 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

2024 Hot-In-Place Recycling and Repaving						180 Days	Cutler Repaving, Inc.: Liberty Mutual Insurance Company	
Contract No. 202472434								
Bid Item	Description	Qty	Units	Unit Cost	Total Cost	Unit Bid	Total Bid	
202-1	Removal of Asphalt Mat (Edge Milling - 1" Tapered)	179,000	SY	\$3.00	\$537,000.00	\$3.30	\$590,700.00	
202-2	Removal of Asphalt Mat (Milling - 2" Depth)	2,000	SY	\$4.50	\$9,000.00	\$6.50	\$13,000.00	
210-1	Adjust Manhole	280	EA	\$310.00	\$86,800.00	\$275.00	\$77,000.00	
210-2	Adjust Range Point Box	200	EA	\$205.00	\$41,000.00	\$190.00	\$38,000.00	
403-1	Hot-In-Place Recycling and Repaving	440,000	SY	\$4.00	\$1,760,000.00	\$4.16	\$1,830,400.00	
403-2	Rejuvenating Agent	44,000	GAL	\$4.60	\$202,400.00	\$4.60	\$202,400.00	
403-3	Furnish Asphalt (Haul Only) (Haul Distance 1 to 5 miles)	3,100	TON	\$14.00	\$43,400.00	\$15.62	\$48,422.00	
403-4	Furnish Asphalt (Haul Only) (Haul Distance 5 to 10 miles)	6,500	TON	\$20.00	\$130,000.00	\$20.75	\$134,875.00	
403-5	Furnish Asphalt (Haul Only) (Haul Distance 10 to 15 miles)	19,250	TON	\$21.00	\$404,250.00	\$22.10	\$425,425.00	
403-6	Furnish Asphalt (Haul Only) (Haul Distance 15 to 20 miles)	1,700	TON	\$22.50	\$38,250.00	\$23.55	\$40,035.00	
403-7	Furnish Asphalt (Haul Only) (Haul Distance 20 to 25 miles)	1,700	TON	\$24.00	\$40,800.00	\$25.00	\$42,500.00	
403-8	HBP Patching	1,250	TON	\$200.00	\$250,000.00	\$170.00	\$212,500.00	
612-1	Tubular Markings	500	EA	\$190.00	\$95,000.00	\$195.00	\$97,500.00	
612-2	RubberWheel Stopes (4" x 73" x 6")	120	EA	\$120.00	\$14,400.00	\$183.00	\$21,960.00	
627-1	Waterborne Paint Marking	100	GAL	\$100.00	\$10,000.00	\$95.00	\$9,500.00	
627-2	Epoxy Pavement Marking	100	GAL	\$180.00	\$18,000.00	\$177.00	\$17,700.00	
627-3	Preformed Plastic Pavement Marking (Type 1)(In Laid) (Lane Lines)	100	SF	\$12.00	\$1,200.00	\$11.75	\$1,175.00	
627-4	Thermoplastic Pavement Marking (Extruded) (Center & Edge Lines)	100	SF	\$3.15	\$315.00	\$3.00	\$300.00	
627-5	Preformed Thermoplastic Pavement Marking (Xwalk - Stop Line)	6,500	SF	\$20.00	\$130,000.00	\$19.75	\$128,375.00	
627-6	Preformed Thermoplastic Pavement Marking (Word Symbol)	280	SF	\$22.00	\$6,160.00	\$21.50	\$6,020.00	
630-1	Traffic Control Arterial Streets	10	LS/DAY	\$3,000.00	\$30,000.00	\$3,000.00	\$30,000.00	
630-2	Traffic Control Collector/Local Streets	65	LS/DAY	\$1,900.00	\$123,500.00	\$2,000.00	\$130,000.00	
630-5	Uniformed Traffic Control	500	HR	\$150.00	\$75,000.00	\$165.00	\$82,500.00	
Engineers Estimate of Base Bid Total:					\$4,046,475.00			
						BID ITEMS TOTAL AMOUNT	\$4,180,287.00	
						TEXTURA FEE	\$10,010.00	
							\$4,190,297.00	

Sum of estimated cost for item numbers **202-1 through 630-5 (Twenty-three [23] bid items and the Textura Fee equals Total Base Bid Amount:**

Four million one hundred ninety thousand
two hundred ninety-seven
and no/100 Dollars (\$ 4,190,297.00)

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 LIBERTY MUTUAL, a corporation of the State of MA, 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 \$ 209,514.85. The Undersigned Bidder agrees that the entire amount of this bid guarantee is to be paid to and become the property of the City as liquidated damages, and not as a penalty, if: (i) the bid is considered to be the best by the City; (ii) the City notifies the Undersigned Bidder that it is the Apparent Low Bidder; and (iii) the Undersigned Bidder fails to execute the Contract in the form prescribed or to furnish the required bond and proofs of insurance, within five (5) days after the date of such notification.

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

Name: _____ Name: _____

Address: _____ Address: _____

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

NONE

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

Item of Work	Percent (%) of Total Work	Proposed Subcontractor and Address
ASPHALT MILLING	9.6	ALPHA MILLING 6015 W 56TH AVE ARVADA, CO
HAULING MILLINGS & ASPHALT	18	CHACON'S CONST & TRANSPORT 2920 W 73RD AVE WESTMINSTER, CO
TRAFFIC CONTROL	1.1	TRINITY TRAFFIC CONTROL 2505 E 74TH AVE DENVER, CO
UNIFORMED TRAFFIC CONTROL	1.9	DENVER METRO SECURITY 1320 SIMMS ST #100 LAKEWOOD, CO
STRIPING	5.9	ROADSAFE TRAFFIC SYSTEMS 7909 S CHAMBERS RD ENGLEWOOD, CO

(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.: 202472434

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:	Cutler Repaving, Inc.	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	Charles R. Veskerna	
Signature:	<i>Charles R. Veskerna</i>	Date: <i>March 12, 2024</i>
Address:	921 E 27th St	
City:	Lawrence, KS 66046-4917	State: Zip:
Phone:	785-843-1524	Email: bveskerna@cutlerrepaving.com
Total Contract Value \$:	<i>4,190,297.00</i>	Self-Performing Contract Value \$: <i>2,661,179.63</i>

Subcontractors, Subconsultants, and/or Suppliers	
Name of Firm:	<i>CHACON'S CONST & TRANSPORT</i> <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:	<i>MIRNA de LEON</i>
Phone:	<i>720-817-6813</i> Email: <i>MIRNA@CHACONSTRANSPT.COM</i>
Type of Service:	<i>HAULING ASPHALT EMULSIONS</i> Contract Value \$: <i>754,462.37</i>
Anticipated Start Date:	<i>MAY 30, 2024</i> Anticipated Completion Date: <i>10-15-2024</i>

Name of Firm:	<i>DENVER METRO SECURITY</i> <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:	<i>SUSAN PERRY</i>
Phone:	<i>303-916-1117</i> Email: <i>SPERRY@DENVERMETROSECURITY.NET</i>
Type of Service:	<i>UNIFORMED TRAFFIC CONTROL</i> Contract Value \$: <i>77,500.00</i>
Anticipated Start Date:	<i>MAY 30, 2024</i> Anticipated Completion Date: <i>10-15-2024</i>

Name of Firm:	<i>TRINITY TRAFFIC CONTROL</i> <input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input checked="" type="checkbox"/> EBE (v)
Firm's Representative:	<i>BRENNA HERMES</i>
Phone:	<i>720-925-0450</i> Email: <i>BRENNA@TRINITYTRAFFICCONTROL.COM</i>
Type of Service:	<i>TRAFFIC CONTROL</i> Contract Value \$: <i>48,000.00</i>
Anticipated Start Date:	<i>MAY 30, 2024</i> Anticipated Completion Date: <i>10-1-2024</i>

Name of Firm: <u>ALPHA MILLING, CO</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>BRYAN RAY</u>	
Phone: <u>720-245-0923</u>	Email: <u>BRAY@ALPHAMILLING.COM</u>
Type of Service: <u>ASPHALT MILLING</u>	Contract Value \$: <u>400,210.00</u>
Anticipated Start Date: <u>MAY 30, 2024</u>	Anticipated Completion Date: <u>10-1-2024</u>

Name of Firm: <u>ROADSAFE TRAFFIC SYSTEMS</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>ROB STRENO</u>	
Phone: <u>303-298-8407</u>	Email: <u>ROBSTRENO@ROADSAFE TRAFFIC.COM</u>
Type of Service: <u>STRIPING</u>	Contract Value \$: <u>248,945.00</u>
Anticipated Start Date: <u>JUNE 15, 2024</u>	Anticipated Completion Date: <u>10-30-2024</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:

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: 921 E 27th St

City, State, Zip Code: Lawrence, KS 66046-4917

Telephone Number of Bidder: 785-843-1524

Fax No. 785-843-3942

Social Security or Federal Employer ID Number of Bidder: 36-2580340

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

2023 HIP IN PLACE RECYCLING & REPAVING

For information relative thereto, please refer to:

Name: DEREK MILES

Title: PROJECT MGR II

Address: STREET MAINTENANCE CITY OF DENVER

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

Addenda Number 1 Date February 26, 2024

Addenda Number _____ Date _____

Addenda Number _____ Date _____

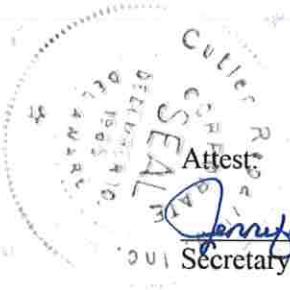
Dated this 12th day of MARCH, 2024.

Signature of Bidder:

If an Individual: _____ doing business
as _____

If a Partnership: _____
by: _____ General Partner.

If a Corporation: _____
a DELAWARE Corporation,
by: Charles R. Johnson, its President.



Attest:
Jennifer J. Nelson
Secretary (Corporate Seal)

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

Firm: _____
Corporation (), Partnership () or () Limited Liability Company

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

Firm: _____
Corporation (), Partnership () or () Limited Liability Company

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

Firm: _____
Corporation (), Partnership () or () Limited Liability Company

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



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 requirement with City and County of Denver certified MWBE firms. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held contractually to that commitment.


MWBE COMMITMENT:

The City and County of Denver has specified a 21 % MWBE Participation goal of the total contract value +/- changes on this contract. The Bidder/Proposer is committed to meeting a 21 % MWBE Participation requirement of the total contract value +/- changes on this contract.

GOOD FAITH EFFORT:

The Bidder/Proposer must make adequate and substantive good faith efforts to meet this goal to be deemed responsive by DSBO. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Proposer shall provide documentation considered demonstrative of a "good faith" effort as outline in Chapter 28 of the D.R.M.C.

The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitment in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language. Failure to comply is a material breach of the contract, which may result in the imposition of sanctions on the Contractor, as deemed appropriate by DSBO.

Bidder/Proposer (Name of Firm):	Cutler Repaving, Inc.		
Firm's Representative:	Charles R. Veskerna		
Title:	President		
Signature (Firm's Representative):		Date:	March 12, 2024
Address:	921 E 27th St		
City:	Lawrence, KS 66046-4917	State:	Zip:
Phone:	785-843-1524	Email:	bveskerna@cutlerrepaving.com

DSBO Version 5 Last Revised: April 6, 2023



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

Contract No.: 202472434 Project Name: 2024 HOT-IN-PLACE RECYCLING & REPAVING

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): Cutler Repaving, Inc.

Self-Performing:

Yes No

Firm's Representative: Charles R. Veskerna Title: President

Signature (Firm's Representative): Charles R. Veskerna Date: March 12, 2024

Address: 921 E 27th St

City: Lawrence, KS 66046-4917

State:

Zip:

Phone: 785-843-1524

Email: bveskerna@cutlerrepaving.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: CHACON'S CONSTRUCTION AND TRANSPORT, INC

MWBE(v) SBE(v)

EBE(v) DBE(v)

Firm's Representative: Patricia Chacon Title: Co-Owner

Signature: Patricia Chacon Date: 3/11/2024

Address: 2920 W 73rd Ave

City: Westminster

State: CO

Zip: 80030

Phone: (720) 317-6813

Email: mirna@chaconstransport.com

Scope of Work: Trucking/Hauling

NAICS Code(s): 484220

The Bidder/Proposer intends to utilize the aforementioned MWBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the total MWBE, SBE, EBE or DBE bid amount is (List total amount for Suppliers/Brokers):

\$ 612,556.87

15.6 %

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 2 Last Revised: August 9, 2022



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

Contract No.: 202472434 Project Name: 2024 HOT-IN-PLACE RECYCLING & REPAVING

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>Cutler Repaving, Inc.</u>		Self-Performing: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Firm's Representative: <u>Charles R. Veskerna</u>	Title: <u>President</u>		
Signature (Firm's Representative): <u>Charles R. Veskerna</u>		Date: <u>March 12, 2024</u>	
Address: <u>921 E 27th St</u>			
City: <u>Lawrence, KS 66046-4917</u>	State:	Zip:	
Phone: <u>785-843-1524</u>	Email: <u>bveskerna@cutlerrepaving.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'S CONSTRUCTION AND TRANSPORT, 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>Patricia Chacon</u>	Title: <u>Co-Owner</u>	
Signature: <u>[Signature]</u>		Date: <u>3/11/2024</u>
Address: <u>2920 W 73rd Ave</u>		
City: <u>Westminster</u>	State: <u>CO</u>	Zip: <u>80030</u>
Phone: <u>(720) 317-6813</u>	Email: <u>mirna@chacontransport.com</u>	
Scope of Work: <u>Trucking/Hauling</u>		

NAICS Code(s): 484220

The Bidder/Proposer intends to utilize the aforementioned MWBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the total MWBE, SBE, EBE or DBE bid amount is (List total amount for Suppliers/Brokers):

\$ <u>\$100,000.00</u>	<u>2.4</u> %
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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: <u>ALPHA MILLING Co</u>	
Firm's Representative: <u>Joe Le</u>	Title: <u>Estimator / m</u>
Signature: <u>[Signature]</u>	Date: <u>3/11/24</u>

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 2 Last Revised: August 9, 2022



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

Contract No.: 202472434 Project Name: 2024 HOT-IN-PLACE RECYCLING & REPAVING

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>Cutler Repaving, Inc.</u>		Self-Performing: <input type="checkbox"/> Yes <input type="checkbox"/> No
Firm's Representative: <u>Charles R. Veskerna</u>	Title: <u>President</u>	
Signature (Firm's Representative): <u>Charles R. Veskerna</u>		Date: <u>March 12, 2024</u>
Address: <u>921 E 27th St</u>		
City: <u>Lawrence, KS 66046-4917</u>	State:	Zip:
Phone: <u>785-843-1524</u>	Email: <u>hveskerna@cutlerrepaving.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>Denver Metro Security LLC, INC.</u>	<input checked="" type="checkbox"/> MWBE(V) <input checked="" type="checkbox"/> SBE(V)
Firm's Representative: <u>NATHAN BOYD</u>	<input type="checkbox"/> EBE(V) <input checked="" type="checkbox"/> DBE(V)
Title: <u>Operational Manager</u>	
Signature: _____ Date: <u>03/08/2024</u>	
Address: <u>1320 Simms Street #101</u>	
City: <u>Lakewood</u>	State: <u>CO</u> Zip: <u>80401</u>
Phone: <u>303.548.9011</u>	Email: <u>nboyd@denvermetrosecurity.net</u>
Scope of Work: <u>Uniform Traffic Control / Site Security / Patrol</u>	

NAICS Code(s): 561612 (PATROL Services, Security, Uniform Traffic Control)

The Bidder/Proposer intends to utilize the aforementioned MWBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the total MWBE, SBE, EBE or DBE bid amount is (List total amount for Suppliers/Brokers):

\$ <u>77,500.00</u>	1.9 %
---------------------	-------

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.



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

Contract No.: 202472434 Project Name: 2024 HOT-IN-PLACE RECYCLING & REPAVING

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>Cutler Repaving, Inc.</u>		Self-Performing: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Firm's Representative: <u>Charles R. Veskerna</u>	Title: <u>President</u>		
Signature (Firm's Representative): <u>Charles R. Veskerna</u>		Date: <u>March 12, 2024</u>	
Address: <u>921 E 27th St</u>			
City: <u>Lawrence, KS 66046-4917</u>	State: _____	Zip: _____	
Phone: <u>785-843-1524</u>	Email: <u>bveskerna@cutlerrepaving.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>TRINITY TRAFFIC CONTROL, 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>BRENNA HERMES</u>	Title: <u>PRESIDENT</u>		
Signature: <u>[Signature]</u>		Date: <u>3/11/24</u>	
Address: <u>2505 E 74th Ave</u>			
City: <u>DENVER</u>	State: <u>CO</u>	Zip: <u>80229</u>	
Phone: <u>(720) 925 0450</u>	Email: <u>BRENNA@TRINITYTRAFFICCONTROL.COM</u>		
Scope of Work: <u>FLAGGING / TRAFFIC CONTROL SERVICES</u>			

NAICS Code(s): 561990

The Bidder/Proposer intends to utilize the aforementioned MWBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the total MWBE, SBE, EBE or DBE bid amount is (List total amount for Suppliers/Brokers):

\$ <u>48,000.00</u>	/ <u>1.1</u> %
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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: <u>ALPHA MILLING CO</u>	
Firm's Representative: <u>[Signature]</u>	Title: <u>ESTIMATOR PM</u>
Signature: <u>[Signature]</u> Date: <u>3/11/24</u>	

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 2 Last Revised: August 9, 2022

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Cutler Repaving, Inc., 921 E. 27th St., Lawrence, KS 66046, as Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116, a corporation organized and existing under and by virtue of the laws of the State of Massachusetts, and authorized to do business within the State of Colorado, as Surety, are held and firmly bound unto the City and County of Denver, Colorado, as Obligee, in full and just sum of Five Percent of Amount Bid Dollars, (\$ 5%), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said Principal is herewith submitting its bid, dated March 12, 2024, 2024, for the construction of: **Contract No. 202472434 - 2024 Hot-In-Place Recycling and Repaving**, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado, and said Obligee has required as a condition for receiving said bid that the Principal deposit specified bid security in the amount of not less than five percent (5%) of the amount of said bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract, for such construction and furnish required Performance and Payment Bond if the contract is offered him that said sum be paid immediately to the Obligee as liquidated damages, and not as a penalty, for the Principal's failure to perform.

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

Signed, sealed and delivered this 12th day of March, 2024.

ATTEST

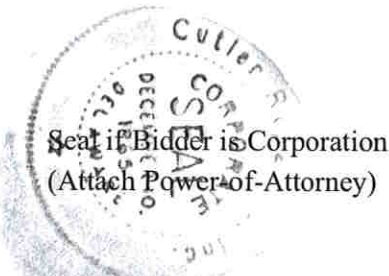
Jennifer J. Nelson
Secretary

Cutler Repaving, Inc.
Principal
By: Charles R. Veskerna
Charles R. Veskerna
Title: President

Liberty Mutual Insurance Company
Surety

By: Todd Alan Rambo
Todd Alan Rambo, Attorney-in-Fact

[SEAL]



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211287-674007

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Desiree E. Westmoreland; Myriah A. Anderson; Timothy C. Smith; Todd Alan Rambo; Clara R. Navarro Abela; Alycia Marie Hoebener

all of the city of Wichita state of KS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of January, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of January, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of March, 2024



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

Bid Documents Package

Contract Number: 202472434

2024 Hot-In-Place Recycling and Repaving

February 1, 2024

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

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CITY AND COUNTY OF DENVER

**NOTICE OF INVITATION FOR BIDS
FOR CONTRACT NO. 202472434**

2024 HOT-IN-PLACE RECYCLING AND REPAVING

**BID SCHEDULE:
11:30 a.m., Local Time
March 12, 2024**

Bids will be received and accepted via the online electronic bid service, www.QuestCDN.com. Bids must be submitted via QuestCDN no later than **March 12, 2024 at 11:30 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:

Treat approximately 72 lane miles of local, collector and arterial streets with hot-in-place-recycling surface treatment. The process will occur at selected locations throughout the City.

ESTIMATED CONSTRUCTION COST:

The estimated cost of construction for this project is between \$3,500,000.00 and \$3,900,000.00.

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. To download digital Contract Documents at a cost of \$15.00 per download, reference eBid Document Number #8942472. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance.

PRE-BID MEETING:

A **virtual pre-bid meeting** will be held for this Project at **3:00 p.m.**, local time, on **February 13, 2024**. The teleconference call-in number and conference ID can be found on the project page at www.work4denver.com.

DEADLINE TO SUBMIT QUESTIONS: February 21, 2024 by 3:00 p.m. local time.

PREQUALIFICATION REQUIREMENTS:

Each bidder must be prequalified in category **1F(4) ASPHALT PAVEMENT REHABILITATION** 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 B2Gnow. To view the Rules and information on how to apply, please visit our website at 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:

21% 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.

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
202-1	Removal of Asphalt Mat (Edge Milling - 1" Tapered)	179,000	SY
202-2	Removal of Asphalt Mat (Milling - 2" Depth)	2,000	SY
210-1	Adjust Manhole	280	EA
210-2	Adjust Range Point Box	200	EA
403-1	Hot-In-Place Recycling and Repaving	440,000	SY
403-2	Rejuvenating Agent	44,000	GAL
403-3	Furnish Asphalt (Haul Only) (Haul Distance 1 to 5 miles)	3,100	TON
403-4	Furnish Asphalt (Haul Only) (Haul Distance 5 to 10 miles)	6,500	TON
403-5	Furnish Asphalt (Haul Only) (Haul Distance 10 to 15 miles)	19,250	TON
403-6	Furnish Asphalt (Haul Only) (Haul Distance 15 to 20 miles)	1,700	TON
403-7	Furnish Asphalt (Haul Only) (Haul Distance 20 to 25 miles)	1,700	TON
403-8	HBP Patching	1,250	TON
612-1	Tubular Markings	500	EA
612-2	Rubber Wheel Stopes (4" x 73" x 6")	120	EA
627-1	Waterborne Paint Marking	100	GAL
627-2	Epoxy Pavement Marking	100	GAL
627-3	Preformed Plastic Pavement Marking (Type 1)(In Laid) (Lane Lines)	100	SF
627-4	Thermoplastic Pavement Marking (Extruded) (Center & Edge Lines)	100	SF
627-5	Preformed Thermoplastic Pavement Marking (Xwalk - Stop Line)	6,500	SF
627-6	Preformed Thermoplastic Pavement Marking (Word Symbol)	280	SF
630-1	Traffic Control Arterial Streets	10	LS/DAY
630-2	Traffic Control Collector/Local Streets	65	LS/DAY
630-5	Uniformed Traffic Control	500	HR

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. 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 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 the City notifies the Apparent Low Bidder, the successful bidder shall 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. The City will prepare the Contract Documents by incorporating all of the documents submitted by the Apparent Low Bidder into an executable contract, which the Apparent Low Bidder will sign electronically.

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 RESERVED

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 RESERVED

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

The Division of Small Business Opportunity (DSBO) has designated a Minority and Women-Owned Business Enterprise (MWBE) requirement for this project, bid requirements for which are set forth below. This procurement and resulting contract are governed by Article III, of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) (the “DSBO Ordinance”) and accompanying rules and regulations (collectively, the “MWBE Program”). Throughout the life of the contract, the awarded contractor/consultant (the “Contractor/Consultant”) will be required to comply with the MWBE Program. Failure by the Contractor/Consultant to comply therewith during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor/Consultant, as deemed appropriate by DSBO.

The City and County of Denver’s (“City”) Minority and Women-Owned Business Enterprise (MWBE) policy is to ensure nondiscrimination in the award and administration of the City’s construction contracts, professional services contracts, and in the procurement of common goods and services. The awarded contractor/consultant (the “Contractor/Consultant”) shall comply with and implement requirements of Article III, of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) (the “DSBO Ordinance”) and accompanying rules and regulations (collectively, the “MWBE Program”) in the award and administration of Subcontracts under any agreement resulting from this solicitation (“the Contract”). The Contractor/Consultant shall not discriminate on the basis of race, color, religion, national origin, sex, age, or disability in the administration and performance of the Contract. The Contractor/Consultant shall carry out MWBE Program requirements in the award and administration of its contracts as well as the flow down provisions of this MWBE Contract requirements to be incorporated in all MWBE subcontract agreements regardless of tier. It is the City’s intention to create a level playing field on which MWBEs can compete fairly for City-funded contracts. Failure by the Contractor/Consultant to comply with or implement these requirements may be a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate. These legal remedies may include but are not limited to: withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor/Consultant from future bidding. The City’s commitment to the MWBE Program is not intended to and shall not be used as a justification to discriminate against any qualified company or group of companies.

City’s Equity, Diversity, & Inclusion Values

The City is committed to advancing its vision of equity, diversity, inclusion, and sustainability through growing the capacity of historically underutilized businesses, which include MWBE firms, providing significant contracting opportunities, and ensuring they benefit from said contracts.

Counting MWBE Participation

For a firm’s performance to count toward meeting the MWBE requirement, they must be MWBE certified by the City on or before execution of Contractor/Consultant’s agreement with the MWBE firm and must be certified in the NAICS code(s) that coincide with the scope(s) of work that they will be performing. In instances of an MWBE Prime Contractor/Consultant, the MWBE Prime must be certified prior to executing their agreement with the City. DSBO maintains a MWBE Directory (“Directory”), which is a current listing of City-certified MWBEs and may be accessed via the DSBO website 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. MWBE certification or listing in the Directory is not a representation or warranty by the City regarding the qualifications of any listed MWBE. During performance, accounting of MWBE participation will be maintained for all purchase orders, task orders, and work orders, which participation will collectively be applied to the contract's overall MWBE participation attainment.

In utilizing the participation of an MWBE supplier, the degree to which their participation counts towards satisfaction of the MWBE requirement varies. If materials or supplies are obtained from a MWBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies counts toward the requirement. Sixty percent (60%) of the value of the commercially useful function performed by MWBE regular dealers counts toward satisfaction of the requirement. Only the bona fide commissions earned by manufacturer representatives or brokers for their performance of a commercially useful function counts toward meeting the requirement. Therefore, Bidder must separate bona fide brokerage commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the requirement.

Should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the MWBE requirement 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.

MWBE Responsiveness Requirements

Award of this project will be determined, in part, on Bidder's commitment to strengthen the small, minority, and women-owned business community. Said commitment is shown through adherence to and thoughtful completion of the below-listed DSBO bid requirements, which are all conditions of responsiveness. Failure to submit a responsive bid constitutes cause for rejection thereof.

1. Non-Competition

Bidder shall not restrict an MWBE from providing subconsulting or subcontracting quotations to other Bidders. Any Bidder who does so shall cause their bid to be rejected. §§ 28-59(f), 28-63(f), D.R.M.C.

2. Joint Ventures

If Bidder is participating in a joint venture with a certified MWBE firm, bidder must submit the firm's Joint Venture Agreement to DSBO **at least 10 working days prior bid**. The Joint Venture must be approved by DSBO.

A Joint Venture is an association of an MWBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital efforts, skills and knowledge, and in which the MWBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

DSBO will count a portion of the total dollar value of the joint venture contract toward the MWBE requirement equal to the distinct, clearly defined portion of the work that the MWBE performs with its own forces in a NAICS code in which the firm is MWBE certified. The joint venture agreement **MUST** specify the services, dollar value, reporting structure, and details of the MWBE's performance requirements associated with their percent of the joint venture ownership.

3. Commitment to MWBE Participation

Bidder shall include with their bid a completed DSBO form, entitled "Commitment to MWBE Participation," stating their committed MWBE participation percent on this project. The committed

participation level will be inserted into any resulting contract and the Contractor/Consultant must comply with that committed participation amount during the term of the contract.

In determining whether a bidder's committed level of participation meets the stated MWBE requirement, 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 requirement at time of bid opening.

4. Letter of Intent

Bidder shall include with their bid completed DSBO form(s), entitled "Letter of Intent" (LOI). The LOI evidences Bidder's understanding that they will enter into a contractual relationship with the listed MWBE firm or that Bidder's subcontractor(s), subconsultant(s), and/or supplier(s) will do so. A separate LOI is required for each MWBE subcontractor, subconsultant, and/or supplier at all tiers. **Additionally, an MWBE Prime Bidder must submit a LOI for itself for self-performed work.** The collective LOI amounts must be consistent with the total committed MWBE participation percent stated on the Commitment to MWBE Participation form.

5. List of Proposed Subcontractors, Subconsultants, and/or Suppliers

Bidder shall include with their bid a completed DSBO form, entitled "List of Proposed Subcontractors, Subconsultants, and/or Suppliers," which is a comprehensive list of all firms (MWBE and non-MWBE) with whom Bidder will contract for this project, at all tiers. Each MWBE firm's "contract value" listed on this form must be consistent with the amount listed on that firm's corresponding LOI.

6. Accurate, Complete, Consistent, and Executed

Bidder is urged to carefully review their DSBO forms before submission to ensure that the forms are accurate, complete, consistent as between one-another, and executed by the appropriate parties. Only the MWBE firms identified on the above-listed required DSBO forms and MWBE certified in relevant NAICS codes at the time of bid opening, and the precise levels of participation listed for each, will be considered in determining whether Bidder has committed to meet the designated MWBE requirement. Additional MWBE participation submitted after bid opening will not be considered in determining responsiveness.

7. Good Faith Effort

If Bidder cannot meet the MWBE requirement established by DSBO or is able to only meet part of the requirement, they shall furnish to DSBO, with their bid, a comprehensive statement of their good faith efforts to meet the requirement, along with supporting documentation demonstrative thereof. This means that Bidder must show that they took all necessary and reasonable steps to achieve the MWBE requirement which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MWBE participation, even if they were not fully successful.

The statement of good faith efforts should address each of the categories outlined in the DSBO Ordinance, §§ 28-60, 28-64, D.R.M.C., and any additional criteria established by rule or regulation. As part of their good faith efforts, Bidders are encouraged to solicit the support and assistance of DSBO by contacting the procuring agency's Contract Administrator (CA)/Buyer with specific questions; the CA/Buyer will coordinate with DSBO to reply thereto. All good faith efforts information must be complete, accurate, adequately documented, and submitted with the bid. Good faith efforts must be demonstrated to be substantive and not merely for formalistic compliance with the DSBO Ordinance.

To award a contract to a bidder that has failed to meet the MWBE requirement, DSBO will determine whether Bidder made good faith efforts to actively, effectively, and aggressively seek MWBEs to meet the MWBE requirement prior to bid submission. Failure of Bidder to show good faith efforts shall render their bid ineligible for further consideration with the City.

8. Authority

The DSBO Ordinance and rules and regulations promulgated pursuant thereto apply to this project and are incorporated into these solicitation documents by reference. Compliance with those, and any additional requirement contained herein, are conditions of responsiveness. The DSBO Ordinance, its accompanying rules and regulations, and additional MWBE guidance are available here: <https://www.denvergov.org/dsbo>. Bidder is encouraged to contact the procuring agency/Buyer with specific questions related to compliance therewith, who will coordinate with DSBO to reply to Bidder's questions.

IB-27 DISCLOSURE OF INFORMATION

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

IB-28 GENERAL BIDDING INFORMATION

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

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 subcontractors, 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.

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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.

Revised: 10/19/93

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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

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

¹"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

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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

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- 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

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.

- e. 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.
- f. 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.
- g. The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- h. The contractor should have made certain that all facilities are not segregated by race.
- i. 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

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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

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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.

3. 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.

4. 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. 202472434**

2024 HOT-IN-PLACE RECYCLING AND REPAVING

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,

**CUTLER REPAVING, INC.
921 East 27th Street
Lawrence, KS 66046-4917**

WITNESSETH, commencing on **February 1, 2024**, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

<p>CONTRACT NO. 202472434</p> <p>2024 HOT-IN-PLACE RECYCLING AND REPAVING</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/Partial 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 **180 (One Hundred Eighty)** consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

4. TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for **bid item numbers 202-1 through 630-5 (Twenty-three [23] bid items)** and the Textura Fee, the total estimated cost thereof being **Four Million One Hundred Ninety Thousand Two Hundred Ninety Seven Dollars and No Cents (\$4,190,297.00)**. 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 the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or 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 **21.00 %**, 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. COMPLIANCE WITH DENVER WAGE LAWS

To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

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, Health 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. Without limiting the generality of the foregoing, the Contractor shall comply with any and all applicable public emergency or public health orders issued by any federal, state, municipal or local governmental entity, or any department or agency thereof, including the Colorado Department of Public Health & Environment (CDPHE) and the Denver Department of Public Health & Environment (DDPHE).

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.

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Contract Control Number: DOTI-202472434-00
Contractor Name: CUTLER REPAVING, 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-202472434-
CUTLER REPAVING, INC.

DocuSigned by:
By: Charles Veskerna
89DE03107G034CA...

Name: Charles Veskerna
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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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 *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:

<https://www.codot.gov/business/designsupport/cdot-construction-specifications/2021-construction-specifications/2021-specs-book>.

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

SC-2 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 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
Derek Miles

Telephone
(303) 842-1140

SC-7 PREVAILING WAGES

General Contract Condition 1003 RATE AND FREQUENCY OF WAGES PAID (.2), is hereby deleted in its entirety and replaced with the following:

(.2) Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered. Date bid or request for qualifications/proposals was advertised **February 1, 2024**.

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.

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.

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	Derek Miles	(303) 842-1140

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/Partial Release and Certification of Payment Form and Certificate of Contract Release Form from the Contractor.

* If subcontractor or supplier payments are disbursed via Textura® CPM, those systems generated Final/ Partial Release of Certification Form 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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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 (Sample)
2. Performance and Payment Bond Surety Authorization Letter (Sample)
3. Contractor's Certification of Payment (Sample)
4. Final/Partial Release and Certificate of Payment Form (Sample)
5. Notice to Apparent Low Bidder (Sample)
6. Notice to Proceed (Sample)
7. 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, including any extension thereof, during any warranty period, and for eight (8) years after the 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 require 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. 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 may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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 Excess Liability/Umbrella (if required), 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 required under this Agreement, with the exception of Professional Liability, Contractor's insurer shall waive subrogation rights against the City.

(5) Subcontractors: All subconsultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein. Contractor shall require all of its subcontractors and subconsultants of any tier to provide insurance coverage in types and amounts required by the Contractor, but in amounts of at least \$1,000,000 Commercial General Liability, Business Auto Liability insurance of \$1,000,000 combined single limit, statutory Workers' Compensation coverage, and \$1,000,000 professional liability for any subcontractor performing design or engineering work. Contractor agrees to provide proof of insurance for all such subcontractors, subconsultants, independent contractors, suppliers or other entities upon request by the City.

(6) Workers' Compensation and 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.

(7) Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

(8) Business Automobile Liability: Contractor shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

(9) Additional Provisions:

(a) For claims-made coverage:

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.

(b) 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 EXAMINATION OF RECORDS AND AUDITS

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

SC-20 DEFENSE AND INDEMNIFICATION

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

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

SC-21 CONSTRUCTION SURVEYS

Hereby Replaces General Contract Condition 318 General Contract Condition 318 CONSTRUCTION SURVEYS is hereby deleted in its entirety and replaced with the following:

The City does not take responsibility for the accuracy of any survey data provided by the City. The Contractor must establish and validate the accuracy of all survey data and ensure that all elements of the Work are correctly located. The Contractor must accurately determine and transfer the survey control information to the points of application to ensure that all elements of the Work are correctly located.

Any Work that the Contractor begins before confirming the reference points may be rejected. Should any reference points be obliterated or dislodged by operations that the Contractor controls, the Contractor will replace them subject to consultation with and approval by the Project Manager.

SC-22 PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS

Hereby Replaces General Contract Condition 319 General Contract Condition 319 PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS is hereby deleted in its entirety and replaced with the following:

Throughout the City there exists an extensive system of benchmarks and monuments installed for the purpose of maintaining a land survey control grid. Prior to the commencement of work on the Project, the Contractor shall tie out each existing survey monument and benchmark so that it can be reestablished after completion of the Work should it be damaged. The Contractor shall maintain all ties during construction. The Contractor shall reset and rehabilitate all survey monuments and benchmarks that existed prior to construction, but that were damaged or destroyed during construction, in accordance with City and State requirements at no cost to the City.

SC-23 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS. The Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor from City facilities or participating in City operations.

SC-24 Title 311 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT is hereby deleted in its entirety.

SC-25 DISPUTES

General Contract Condition 1301 DISPUTES is hereby deleted in its entirety and replaced with the following:

1301 DISPUTES

.1 It is the express intention of the parties that all disputes of any nature whatsoever regarding this Construction Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Construction Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, DRMC for Public Works Department Contracts, pursuant to the provisions of DRMC §5-17 for Department of Aviation contracts, or an alternative process that is established for a specific issue by the DRMC or associated rules and regulations.

.2 When the DRMC, or rules and regulations promulgated pursuant to the DRMC, provide an alternative review or resolution process for specific disputes that may arise out of this Construction Contract the more specific process set forth in the DRMC and associated rules and regulations controls.

.3 The Contractor expressly agrees that these dispute resolution processes are the sole and only dispute resolution mechanisms that will be recognized and employed 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE
PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **CUTLER REPAVING, INC., 921 E 27th Street, Lawrence, KS 66046-4917**, a corporation organized and existing under and by virtue of the laws of the State of **Kansas** hereafter referred to as the "Contractor", and Liberty Mutual Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Massachusetts, 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 **Four Million One Hundred Ninety Thousand Two Hundred Ninety Seven Dollars and No Cents (\$4,190,297.00)**, 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. 202472434 - 2024 Hot-In-Place Recycling and Repaving**, 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;

extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 2024.

Attest:

Jennifer J. Nelson
Secretary

Cutler Repaving, Inc.
Contractor

By: Charles P. Welton
President

Liberty Mutual Insurance Company
Surety

By: Todd Alan Rambo
Attorney-In-Fact
Todd Alan Rambo

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Desiree E. Westmoreland; Myriah A. Anderson; Timothy C. Smith; Todd Alan Rambo; Clara R. Navarro Abela; Alycia Marie Hoebener

all of the city of Wichita state of KS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of January, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 31st day of January, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com



PERFORMANCE AND PAYMENT BOND SURETY AUTHORIZATION

FAX NUMBER: **(316)854-2701**
TELEPHONE NUMBER: **(316)267-9221**

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

RE: Cutler Repaving, Inc.

Contract No: **202472434**
Project Name: **2024 Hot-In-Place Recycling and Repaving**
Contract Amount: **Four Million One Hundred Ninety Thousand Two Hundred Ninety Seven and 00/100 Dollars (\$4,190,297.00)**
Performance and Payment Bond No.: **674222754**

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through IMA Financial Group, Inc. / Liberty Mutual Insurance Company insurance company, on May 31, 2024.

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 (316) 267-9221 and/or email Todd.Rambo@imacorp.com.

Thank you.

Sincerely,

City and County of Denver Department of Transportation & Infrastructure
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dot

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

Contract No. 202472434
2024 HIPR

BDP-54

February 1, 2024

CONSIDER IT DONE

PLEASE NOTE:

None of the attached bonds or powers-of-attorney have been dated as the contract copy provided did not contain a contract date. Once the contract has been dated, it is important that the same date be inserted onto each bond and each power of attorney wherever a date is requested.

Please notify IMA of the contract date once known.

Thank you.



Todd Alan Rambo
Surety Account Executive
IMA Bond Department
316-266-6507



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2024

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

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

PRODUCER Johnston Fiss Insurance 5225 W. 75th Street, Suite 200 Shawnee Mission, KS 66208	CONTACT NAME: PHONE (A/C, No, Ext): (913) 396-0800	FAX (A/C, No): (913) 396-0835
	E-MAIL ADDRESS: insurance@johnstonfiss.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Cutler Repaving, Inc. Attn: Bob Veskerna 921 E. 27th Street Lawrence, KS 66046-4917	INSURER A : Cincinnati Casualty Company	
	INSURER B : WAYPOINT MUTUAL	
	INSURER C : Hartford Fire Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EPP 0584980	8/1/2023	8/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							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
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		EPP 0584980	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP 0584980	8/1/2023	8/1/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC100-0003848-2023A	8/1/2023	8/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Pollution			37CPIID5211	8/1/2023	8/1/2024	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 202366352, 2023 Hot-In-Place Recycling and Repaving
 The City & County of Denver, its elected & appointed officials, employees & volunteers are named as additional insureds with regards to the appropriate policies only.

CERTIFICATE HOLDER

CANCELLATION

City & County of Denver CO Denver Risk Administrator 201 W. Colfax Ave, Dept. 614 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



NOTICE TO APPARENT LOW BIDDER (SAMPLE)

Name
Address
City, State Zip

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **March 12, 2024**, for work to be done and materials to be furnished in and for:

CONTRACT 202472434 - 2024 Hot-In-Place Recycling and Repaving

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 or resolution and in accordance with Section 3.2.6 of the Charter of the City and County of Denver.

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 furnish the Performance Bond or execute the contract 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.

NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202472434

Page 2

Dated at Denver, Colorado this _____ day of _____ 20__.

CITY AND COUNTY OF DENVER

By _____
Executive Director
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/dot

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



NOTICE TO PROCEED (SAMPLE)

Current Date

Name
Company
Street
City/State/Zip

CONTRACT NO. 202472434 - 2024 Hot-In-Place Recycling and Repaving

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 202472434, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of 180 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: _____
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

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CERTIFICATE OF CONTRACT RELEASE (SAMPLE)
202472434 - 2024 Hot-In-Place Recycling and Repaving

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 doti.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

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

**DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE
FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT (SAMPLE)
(PRIME CONTRACTOR)**

(PROJECT NO. and NAME)

Date: _____, 20__.

(NAME OF OWNER)

Contract #: _____.

(NAME OF PRIME CONTRACTOR)

Contract Value: \$ _____.

Current Progress Payment: \$ _____.

Date: _____.

Total Paid to Date: \$ _____.

Date of Last Work: _____.

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

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

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

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

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

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

(Name of Contractor)

By: _____

Title: _____

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER

THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

Prevailing Wage Rates

Contract Number: 202472434

2024 Hot-In-Place Recycling and Repaving

February 1, 2024

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202
(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: January 8, 2024
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Tuesday, January 9, 2024**, and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO 20240009
Superseded General Decision No. CO 20230009
Modification No. 0
Publication Date: 1/9/2024
(9 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.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.

| higher) for all hours
| spent performing on the
| contract in 2024.

|
| If the contract was awarded on | . Executive Order 13658
| or between January 1, 2015 and | generally applies to the
| January 29, 2022, and the | contract.
| contract is not renewed or | . The contractor must pay
all | covered workers at least
| extended on or after January | \$12.90 per hour (or the
| 30, 2022: | applicable wage rate
| listed | on this wage
| determination, | if it is higher) for all
| hours spent performing on
| that contract in 2024.

|
The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....\$ 33.14	14.20
(3)-Loader (under 6 cu. yd.) Denver County.....\$ 33.14	14.20
(3)-Motor Grader (blade- rough) Douglas County.....\$ 33.19	14.20
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....\$ 33.83	14.20
(4)-Loader (over 6 cu. yd) Denver County.....\$ 33.30	14.20
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$ 33.48	14.20
(5)-Motor Grader (blade- finish) Douglas County.....\$ 33.65	14.20
(6)-Crane (91-140 tons).....\$ 35.28	14.20

SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 18.29 **	3.20
GUARDRAIL INSTALLER.....	\$ 18.29 **	3.20

HIGHWAY/PARKING LOT

STRIPING:Painter

Denver.....	\$ 18.29	**	3.21
Douglas.....	\$ 15.89	**	3.21

IRONWORKER, REINFORCING

(Excludes Guardrail

Installation).....	\$ 16.69	**	5.45
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IRONWORKER, STRUCTURAL

(Includes Link/Cyclone Fence

Erection, Excludes Guardrail

Installation).....	\$ 18.22		6.01
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LABORER

Asphalt Raker.....	\$ 16.29	**	4.25
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Asphalt Shoveler.....	\$ 21.21		4.25
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Asphalt Spreader.....	\$ 18.58		4.65
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Common or General

Denver.....	\$ 16.76	**	6.77
-------------	----------	----	------

Douglas.....	\$ 16.29	**	4.25
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Concrete Saw (Hand Held)....	\$ 16.29	**	6.14
------------------------------	----------	----	------

Landscape and Irrigation....	\$ 15.26	**	3.16
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Mason Tender-

Cement/Concrete

Denver.....	\$ 16.96	**	4.04
-------------	----------	----	------

Douglas.....	\$ 16.29	**	4.25
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Pipelayer

Denver.....	\$ 18.29	**	2.41
-------------	----------	----	------

Douglas.....	\$ 16.30	**	2.18
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Traffic Control (Flagger)....	\$ 18.29	**	3.05
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Traffic Control (Sets

Up/Moves Barrels, Cones,

Install Signs, Arrow

Boards and Place

Stationary Flags) (Excludes

Flaggers).....	\$ 18.29	**	3.22
----------------	----------	----	------

PAINTER (Spray Only).....	\$ 16.99	**	2.87
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POWER EQUIPMENT OPERATOR:

Asphalt Laydown

Denver.....	\$ 22.67		8.72
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Douglas.....	\$ 23.67		8.47
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Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 18.29 **	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91 **	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07 **	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22 **	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13 **	2.95
TRAFFIC SIGNALIZATION:		
Groundsman		
Denver.....	\$ 18.29	3.41

Douglas.....	\$ 18.67		7.17
TRUCK DRIVER			
Distributor			
Denver.....	\$ 18.29		5.82
Douglas.....	\$ 16.98	**	5.27
Dump Truck			
Denver.....	\$ 18.29	**	5.27
Douglas.....	\$ 16.39	**	5.27
Lowboy Truck.....	\$ 18.29		5.27
Mechanic.....	\$ 26.48		3.50
Multi-Purpose Specialty & Hoisting Truck			
Denver.....	\$ 18.29		3.17
Douglas.....	\$ 20.05		2.88
Pickup and Pilot Car			
Denver.....	\$ 18.29	**	3.77
Douglas.....	\$ 16.43	**	3.68
Semi/Trailer Truck.....	\$ 18.39		4.13
Truck Mounted Attenuator....	\$ 18.29	**	3.22
Water Truck			
Denver.....	\$ 26.27		5.27
Douglas.....	\$ 19.46		2.58

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

**Office of the Prevailing Wage
Administrator for Supplemental Rates
(Specific to Denver projects)
Revision Date 01-01-2024**

Classification		Base	Fringe
Guard Rail Installer		\$18.29	\$3.20
Highway Parking Lot Striping: Painter		\$18.29	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$18.29	\$3.16
Laborer: Traffic Control (Flagger)		\$18.29	\$3.05
Laborer: Stationary Flags (excludes Flaggers)		\$18.29	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$18.29	\$3.22

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

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Addenda

Contract Number: 202472434

2024 Hot-In-Place Recycling and Repaving
February 1, 2024

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

**CONTRACT NO. 202472434
PROJECT NAME: 2024 HOT-IN-PLACE RECYCLING AND REPAVING**

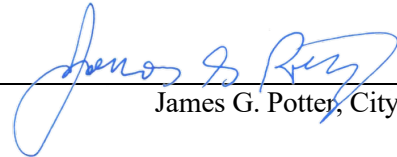
**ADDENDUM NO. 1 TO CONTRACT DOCUMENTS
DATE OF ADDENDUM: FEBRUARY 26, 2024**

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:

REVISIONS TO BID DOCUMENTS

- Updated SQ
 - Bid Worksheet in QuestCDN also updated to reflect revisions
- Updated BF-7 and BDP-31 to reflect additional bid items

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



James G. Potter, City Engineer

2/26/2024

Date

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
202-1	Removal of Asphalt Mat (Edge Milling - 1" Tapered)	179,000	SY
202-2	Removal of Asphlat Mat (Milling - 2" Depth)	2,000	SY
210-1	Adjust Manhole	280	EA
210-2	Adjust Range Point Box	200	EA
403-1	Hot-In-Place Recycling and Repaving	440,000	SY
403-2	Rejuvenating Agent	44,000	GAL
403-3	Furnish Asphalt (Haul Only) (Haul Distance 1 to 5 miles)	3,100	TON
403-4	Furnish Asphalt (Haul Only) (Haul Distance 5 to 10 miles)	6,500	TON
403-5	Furnish Asphalt (Haul Only) (Haul Distance 10 to 15 miles)	19,250	TON
403-6	Furnish Asphalt (Haul Only) (Haul Distance 15 to 20 miles)	1,700	TON
403-7	Furnish Asphalt (Haul Only) (Haul Distance 20 to 25 miles)	1,700	TON
403-8	HBP Patching	701,250	TON
<u>612-1</u>	<u>Tubular Markings</u>	<u>500</u>	<u>EA</u>
<u>612-2</u>	<u>Rubber Wheel Stopes (4" x 73" x 6")</u>	<u>120</u>	<u>EA</u>
627-1	Waterborne Paint Marking	100	GAL
627-2	Epoxy Pavement Marking	100	GAL
627-3	Preformed Plastic Pavement Marking (Type 1)(In Laid) (Lane Lines)	100	SF
627-4	Thermoplastic Pavement Marking (Extruded) (Center & Edge Lines)	100	SF
627-5	Preformed Thermoplastic Pavement Marking (Xwalk - Stop Line)	6,500	SF
627-6	Preformed Thermoplastic Pavement Marking (Word Symbol)	280	SF
630-1	Traffic Control Arterial Streets	10	LS/DAY
630-2	Traffic Control Collector/Local Streets	65	LS/DAY
630-5	Uniformed Traffic Control	500	HR

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

STATEMENT OF QUANTITIES

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403-5	Furnish Asphalt (Haul Only) (Haul Distance 10 to 15 miles)	19,250	TON
403-6	Furnish Asphalt (Haul Only) (Haul Distance 15 to 20 miles)	1,700	TON
403-7	Furnish Asphalt (Haul Only) (Haul Distance 20 to 25 miles)	1,700	TON
403-8	HBP Patching	1,250	TON
612-1	Tubular Markings	500	EA
612-2	Rubber Wheel Stopes (4" x 73" x 6")	120	EA
627-1	Waterborne Paint Marking	100	GAL
627-2	Epoxy Pavement Marking	100	GAL
627-3	Preformed Plastic Pavement Marking (Type 1)(In Laid) (Lane Lines)	100	SF
627-4	Thermoplastic Pavement Marking (Extruded) (Center & Edge Lines)	100	SF
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627-6	Preformed Thermoplastic Pavement Marking (Word Symbol)	280	SF
630-1	Traffic Control Arterial Streets	10	LS/DAY
630-2	Traffic Control Collector/Local Streets	65	LS/DAY
630-5	Uniformed Traffic Control	500	HR

Sum of estimated cost for item numbers 202-1 through 630-5 (Twenty-threeone [2123]) bid items and the Textura Fee equals Total Base Bid Amount:

_____ Dollars (\$ _____)

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 _____, a corporation of the State of _____, 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 _____. 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:

Sum of estimated cost for item numbers 202-1 through 630-5 (Twenty-three [23] bid items and the Textura Fee equals Total Base Bid Amount:

_____ Dollars (\$ _____)

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 _____, a corporation of the State of _____, 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 _____. 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:

General Contract Conditions
Special Contract Conditions
Performance and Payment Bond
Notice to Apparent Low Bidder
Notice to Proceed
Contractor's Certification of Payment Form
Final/Partial 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 **180 (One Hundred Eighty)** consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

4. TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for **bid item numbers 202-1 through 630-5 (Twenty-three [2423]) bid items** and the Textura Fee, the total estimated cost thereof being **(Insert Written Amount) (\$ _____)**. 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 the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or 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,

General Contract Conditions
Special Contract Conditions
Performance and Payment Bond
Notice to Apparent Low Bidder
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CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

Technical Specifications

Contract Number: 202472434

2024 Hot-In-Place Recycling and Repaving

February 1, 2024



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

CONTRACT NO. 202472434

2024 Citywide Hot-In-Place Recycling and Repaving Program

INDEX TO TECHNICAL SPECIFICATIONS

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Appendix

- A. Annotated Revisions
- B. Proposed Work Areas

SECTION 106 CONTROL OF MATERIALS

Section 106 is included for this contract.

106.03 Samples, Tests, and Cited Specifications

106.03A Quality Acceptance Testing - General Requirements

Quality Acceptance (QA) testing and inspection of the materials and work incorporated into this project will be the responsibility of the City. Acceptance testing and inspection shall be the final basis for acceptance, rejection or reduced payment for the materials and/or the work. As a minimum, the Agency will normally sample and test material at the rates shown in Table 106-1.

The Contractor is responsible for their workmanship meeting specifications when tested for acceptance by the Agency. This normally involves Quality Control (QC) testing of the Contractor's process by the Contractor (also known as Process Control). Quality Control (QC) or Process Control testing by the Contractor is optional. The Contractor may present their own QC testing results to the Agency for consideration, provided that the following requirements are met:

- QC testing results must be submitted for the entire project;
- Testing Qualifications as listed below must be met;
- Tests performed must meet the minimum requirements of Table 106-1; and the 'Suggested Process Control Testing Frequency' Rate shown or other test frequency rate schedule approved for this project.

106.03 B (2) Testing Qualifications - Acceptance &/or Quality (Process) Control Asphalt Pavements

- 1. Testing Supervisor Qualifications.** The person responsible for the Acceptance or Quality Control sampling and testing shall be identified. This person must possess one or both of the following qualifications:
 - a. Registration as a Professional Engineer in the State of Colorado.
 - b. Level A, B, and C certifications from the CAPA/CDOT Laboratory for Certification of Asphalt Technicians (LabCAT) - contact CAPA @ 303-741-6150
- 2. Testing Technician Qualifications.** Technicians taking samples and performing tests must have had at least one year of experience with asphalt pavement under the direct supervision of the above listed personnel. In addition, technicians must possess the following qualifications prior to the start of the project:
 - a. Technicians taking samples and conducting compaction tests must have Level A certification from the CAPA/CDOT Laboratory for Certification of Asphalt Technicians (LabCAT)

106.03 C Testing Methods

- 1. Point of Sampling.** Sampling shall be by the City, although the Contractor may be requested to provide assistance in sampling materials. Acceptance samples shall be from the project site behind the paver. The Contractor may request and retain a split sample.

The Contractor shall make provisions so that the Project Manager can inspect the work-in-progress at any time.

2. **Cited Testing Specifications.** Acceptable standards and methods are shown in Table 106-1, and are to be followed. When CDOT Colorado Procedures (CP or CPL), AASHTO, ASTM or other specifications or methods are cited, the reference is to the latest edition or published revision in effect on the date of advertisement for bids. When test methods conflict, the order of precedence is Colorado Procedures, AASHTO procedures, then ASTM procedures.
3. **Testing Equipment.** All of the testing equipment used to conduct QA or QC testing shall conform to the standards specified in the test procedures and shall be in proper working order.

106.03 D Responsibility of Contractor

1. **Scheduling Tests.** The Contractor shall give sufficient notice to the Project Manager as to when each work phase will occur, and when the work will be ready for Acceptance Testing, according to the Table 106-1. Tests scheduled with at least 24 hours advance notice will be performed on a "priority" basis. Tests scheduled with less than 24 hours advance notice, or with an "on-call" basis will be performed by the Agency as time and personnel allow.
2. **Time Delays.** The Contractor shall pay for the Agency's requirements for Testing Qualifications Laboratory "Stand-by Time" when the work is not ready for testing within 60 minutes of the time designated. This charge will be \$30 per hour and will be deducted from the Pay Estimates to Contractor.
3. **Correcting Problems.** In all cases, the Agency intends to cooperate with the Contractor in seeking a solution to any construction problem prior to halting construction. The Contractor may seek the advice of the Agency or its Consultants, through the Agency/ Engineer, in correcting problems when they occur.
4. **Additional Tests.** The Agency shall have the authority to acquire additional Quality Acceptance testing. The cost of additional testing may be charged to the Contractor if the additional tests or retests show that the material does not conform to specifications. The Contractor shall cooperate with Process Control and Acceptance Testing personnel and also the Agency, without delay, in making the work and materials available for testing at all times.

106.06 Handling Materials

All materials shall be handled in such a manner as to preserve their quality and fitness for the work. All material shall be transported to the project in vehicles so constructed as to prevent loss or segregation of materials and maintain proper temperature and moisture conditions.

Table 106-1
Minimum Sampling and Testing Frequency Rates for Asphalt Pavement

TEST and ACCEPTANCE ITEMS		Suggested Process (Quality) Control Testing Frequency <i>Based on tons of mix per day</i>	Minimum Project (Quality) Acceptance Testing Frequency <i>Based on tons of mix per day</i>
Type	Standard	(1) less than 800 Tons** (2) greater than 800 Tons	(1) less than 800 Tons** (2) greater than 800 Tons
Mix Temperature	Each truck discharge to paver, and mat at compaction	each truck	each truck as available
In-Place Density	CP-81 ; ASTM D 2950 See Note #1	1 per 200 Lane Feet or fraction thereof for each lift	1 per 400 Lane Feet or fraction thereof for each lift

Notes for Table 106-1

POINT OF ACCEPTANCE for all tests is in the compacted, in place pavement.

Note** Engineer may determine test frequencies for very small quantities of Hot Bituminous Pavement.

Note 1: Nuclear Density Gages must be correlated to cores (T 230) for each mix for every 1000 tons of mix produced. Two sets of cores shall be taken for density determination. The depth of the core shall be two inches. One set shall be submitted to the Project Acceptance laboratory.

Note 2: CP-L 5120 must be correlated to AASHTO T 164 for each type of mix.

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

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

Subsection 202.02 shall include the following:

The Project Manager will mark the limits of removals in the field.

Subsection 202.09 shall include the following:

The edges of each street scheduled for work shall be planed eight feet wide, or other width as determined by the Engineer, along each edge, for all streets included in the project. Edge planing shall be done to a depth approximately 1” below the concrete gutter lip along the outside edge, feathered to match the existing pavement elevation at a point eight feet from the concrete gutter lip. Planing shall also be performed at the end of every street at the limits of the project, to provide a suitable transition to untreated pavement. The Project Manager shall specify streets that require full width planing.

Subsection 202.12 shall be revised to include the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Removal of Asphalt Mat (Edge Milling – 1” Tapered)	Square Yard
Removal of Asphalt Mat (Milling – 2” depth)	Square Yard

**REVISION OF SECTION 210
RESET STRUCTURES**

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

Subsection 210.10 shall include the following:

Manholes, water meters, and valve boxes shall be adjusted in accordance with the applicable standards of the Utility Owner. The Contractor shall be responsible for providing all materials required for the adjustments. The price for adjusting manholes shall be all inclusive including the potential need to buy a new ring and cover.

Survey range boxes shall be adjusted as directed by the Project Manager.

Subsection 210.13 shall be revised to include the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Adjust Manhole (Arterial Only)	Each
Adjust Rangepoint Box	Each

**REVISION OF SECTION 401
PLANT MIX PAVEMENTS**

Construction of asphalt pavement for this project shall be done in accordance with Metropolitan Government Pavement Engineer's Council (MGPEC) Pavement Design Standards and Construction Specification Manual.

The MGPEC specifications to be used for this project are written as a stand-alone document and replace all of CDOT Sections 401, 403, 702, and a portion of 703. The MGPEC specifications are bound herein and follow the revisions to the Standard Specifications.

Work performed by the Contractor for this project shall be done in conformance with all sections of the specification pertaining to haul, handling, placement, and compaction of asphalt pavement. Materials for tack coat shall conform to the requirements of that section.

All hot asphalt material shall be provided at no cost by the City from the Denver Public Works Asphalt Plant located at 5440 Roslyn St. The Contractor shall be responsible for hauling from the plant. The City of Denver reserves the right to substitute a modified asphalt mix in place of the previously specified mix design. The work completed with the modified asphalt mix will be at no additional cost to the City.

Paving work performed under this Contract shall be performed by Hot In-Place Recycling and Repaving, as described below.

Hot In-Place Recycling and Repaving:

Hot In-Place Recycling and Repaving shall consist of Heating and Repaving Treatment of the top 1" of the existing asphalt pavement, and placement of 1" of Hot Asphalt Pavement.

Comprehensive MGPEC Specification, Item 20, Asphalt Paving Materials, is revised for this project as follows:

Subsection 20.15, Payment, is hereby deleted.

REVISION OF SECTION 403 HOT BITUMINOUS PAVEMENTS

Construction of asphalt pavement for this project shall be done in accordance with Metropolitan Government Pavement Engineer's Council (MGPEC) Pavement Design Standards and Construction Specification Manual.

The MGPEC specifications to be used for this project are written as a stand-alone document and replace all of CDOT Sections 401, 403, 702, and a portion of 703. The MGPEC specifications are bound herein and follow the revisions to the Standard Specifications.

Work performed by the Contractor for this project shall be done in conformance with all sections of the specification pertaining to haul, handling, placement, and compaction of asphalt pavement. Materials for tack coat shall conform to the requirements of that section.

The City of Denver reserves the right to substitute a modified asphalt mix in place of the previously specified mix design. The work completed with the modified asphalt mix will be at no additional cost to the City.

Comprehensive MGPEC Specification, Section 20.15, Payment, is revised for this project as follows:

All hot asphalt material shall be provided at no cost by the City from the Denver Public Works Asphalt Plant located at 5440 Roslyn St. The Contractor shall be responsible for hauling from the plant. Material will generally be available Monday through Friday from 7:30 a.m. to 3:00 p.m. The Contractor will coordinate with the Asphalt Plant to determine daily quantities.

Item 20 shall include the following:

Paving work performed under this Contract shall be performed by Hot In-Place Recycling and Repaving, as described below.

Hot In-Place Recycling and Repaving:

Hot In-Place Recycling and Repaving shall consist of Heating and Repaving Treatment of the top 1" of the existing asphalt pavement, and placement of 1" of Hot Asphalt Pavement.

Subsection 20.7 is revised as follows:

Prior to recycling and repaving all potholes shall be addressed and filled/fixed properly in accordance with "Asphalt Institute's Asphalt in Pavement Maintenance (MS-16) manual procedures for Full Depth Patching and Surface Patch" as described on 27-31. Pothole/Extensive patching shall be measured by the ton, complete in place.

Subsection 20.15 is revised as follows:

Hot Asphalt Pavement using Hot In-Place Recycling and Repaving shall be measured by the square yard, complete in place.

Rejuvenating Agent shall be measured by the gallon.

Subsection 20.15 is revised as follows:

The accepted quantities of Hot Asphalt Pavement using Hot In-Place Recycling and Repaving shall be paid for at the contract unit price.

The accepted quantities of Furnish Asphalt (Haul only) shall be paid for at the contract unit price for incremental haul distances as shown in the bid form and listed in the table of work locations.

Payment will be made under:

Pay Item

Hot In-Place Recycling and Repaving

Furnish Asphalt (Haul Only)(Haul Distance __ to __ Miles)

Extensive Patching

Rejuvenating Agent

Pay Unit

Square Yard

Ton

Ton

Gallon

REVISION OF SECTION 405 HOT IN-PLACE RECYCLING AND REPAVING TREATMENT

Section 405 of the Standard Specifications is hereby deleted for this project and replaced with the following:

DESCRIPTION

405.01 This work consists of rehabilitating the existing surface layer of pavement. Rehabilitation shall be done with specially designed equipment that removes and recycles the surface layer; adds rejuvenating or recycling agent and new bituminous pavement material; and places all the materials to form a new surface layer, all in one continuous operation. The work includes compaction of the rehabilitated surface. The rehabilitated layer shall conform to the lines, grades, thicknesses and typical cross section shown on the plans or established.

MATERIALS

405.02 New hot bituminous pavement and reclaimed bituminous pavement shall conform to the provisions of Sections 401, 403 and 703 for the grading of materials specified in the contract and as modified herein.

Rejuvenating or recycling agent shall meet one of the following requirements:

- (a) Rejuvenating agent shall meet the requirements of subsection 702.04.
- (b) Recycling agent shall either meet the requirements of Table 702-8 except that the residual penetration shall be greater than 300 mm or shall meet the requirements of subsection 702.05.

CONSTRUCTION REQUIREMENTS

405.03 Equipment. The Contractor shall specify the type of equipment that will be used for this work at the preconstruction conference. All equipment shall be on the project in operating condition by a date that will be established at this conference, for inspection and approval by the Engineer. The Engineer will reject equipment that is unsuitable for the intended purpose.

- (a) *Repaving Equipment.* The equipment for this work shall be a self-contained, self-propelled, automated unit capable of heating, scarifying (or rotary milling) the existing surface, mixing, redistributing and leveling the existing asphalt pavement to the specified depth, automatically applying a rejuvenating or recycling agent at a uniform rate as shown on the plans or as directed, and applying a new hot bituminous pavement layer over the hot, partially compacted recycled mixture, all in one pass. Additional preheaters may be utilized to achieve the specified depth and temperature.

Principal components of the equipment shall conform to the following:

1. **Heating Unit.** This unit shall be hooded to prevent damage to adjacent plant growth. It shall be capable of heating the pavement surface to a temperature high enough to allow scarification to the required depth without breaking aggregate particles or charring the pavement.
2. **Scarifying or Milling Units.** The scarifiers or rotary millers shall be able to penetrate the pavement surface to the depth shown on the plans in one pass. Scarifiers or millers shall be equipped with separate, automatic height adjustments which will allow clearance over manholes and other obstructions.

3. Rejuvenating or Recycling Agent Applicator. This system shall automatically add rejuvenating or recycling agent to the scarified material at a uniform rate as shown on the plans or as directed. The application rate shall be synchronized with the machine's forward speed to maintain a tolerance within 5% of the specified rate.
4. Add Plant-Mix Unit. This unit shall consist of a receiving hopper and conveying system to collect and transport new hot bituminous pavement material to the finishing unit.
5. Recycling Unit. This unit shall consist of a system which mixes, distributes and levels the scarified material over the width being processed to produce a uniform cross-section of recycled material.
6. Finishing Unit. This unit shall have automatic screed controls to produce a surface conforming to that shown on the plans. The unit shall be capable of performing the functions of a bituminous paver as described in subsection 401.10.

(b) *Rollers.* Rollers shall conform to subsection 401.17.

(c) *For Information Only:* Equipment known to be acceptable for the heating and repaving treatment is manufactured by Cutler Repaving, Inc. Wirtgen GmbH (Remixer), or approved equal.

405.04 Hot In-Place Recycling and Repaving Process. Immediately before pavement recycling begins, the pavement surface shall be broomed or otherwise cleaned to provide a dry surface free from loose particles or other deleterious material.

The Contractor shall protect the area adjacent to the work from heat damage. All areas damaged by heat damage shall be repaired or replaced at the Contractor's expense. The Engineer may require the Contractor to furnish fire fighting equipment at the Contractor's expense.

The Contractor shall meet all local, county, state, and federal air pollution regulations. All costs and extra work necessary to comply with air pollution regulations shall be at the Contractor's expense.

Areas that ravel or pothole shall be repaired or patched at the Contractor's expense.

Weather limitations for work on this item shall be in accordance with the provisions of subsection 401.07, unless otherwise directed.

The heating shall soften the pavement to the extent that it can be scarified or milled to the depth specified. Heating shall be done in a manner that will assure uniform softening and will not char the asphalt.

The asphalt pavement shall be fully heated to a width at least two inches beyond the width to be scarified and recycled. On the next pass paralleling the first, the recycling shall overlap the previously recycled mat by a minimum of 2 inches.

Immediately following heating, the pavement surface shall be scarified (or milled) to the specified depth. The removed material shall have a temperature between 115 °F and 265 °F, unless otherwise directed by the Engineer. The material shall be leveled, mixed and treated with a rejuvenating or recycling agent. The application rate shall be as shown on the plans or as directed.

New hot bituminous pavement material shall be added by gathering reclaimed material with a leveling device and spreading to a uniform depth over the width being processed. After the material is placed, and

while it still has a residual temperature of at least 190 °F, a layer of new hot bituminous pavement material conforming to the job-mix formula shall be placed over it in accordance with subsection 401.16. The application rate of new material shall be sufficient to provide the required pavement thickness.

Compaction shall be in accordance with subsection 401.17.

The following adjustments shall be made if required and as directed:

- (1) Depth of scarification may be varied.
- (2) Application rate for rejuvenating or recycling agent or other asphaltic material may be adjusted as necessary to maintain a uniform mixture.
- (3) Application rate for new hot bituminous pavement may be adjusted to maintain the design depth of combined recycled and new hot bituminous pavement.

405.05 Smoothness Testing. The longitudinal surface smoothness of the pavement surface prior to and after heating and repaving shall be tested in accordance with subsection 105.031 of the Standard Special Provision, Revision of Sections 105, 202,401,405,406 and 412, Roadway Smoothness.

METHOD OF MEASUREMENT

405.06 Hot-In-Place Recycling and Repaving treatment will be measured as outlined under Section 403.

BASIS OF PAYMENT

405.07 The accepted quantities of heating and repaving treatment will be paid at the contract unit price per square yard. Payment will be full compensation for all labor, materials and equipment required to complete the work, including cleaning the existing pavement surface, heating, scarifying, redistributing, releveling and compacting bituminous pavement

Payment will be measured and paid for in accordance with section 403 under the pay item **Hot In-Place Recycling and Repaving**.

New hot bituminous pavement material will be measured and paid for in accordance with Section 403 under the pay item, Furnish Hot Bituminous Pavement.

Rejuvenating or recycling agent shall be measured and paid for separately.

Profile testing of the roadway surface prior to and after heating and repaving will not be measured and paid for separately, but shall be included in the work.

**REVISION TO SECTION 626
MOBILIZATION**

Section 626 of the Standard Specifications is hereby revised as follows:

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

**REVISION OF SECTIONS 627
PAVEMENT MARKING**

Section 627 of the Standard Specifications is hereby revised for this project as follows:

Subsection 627.03 (c) is revised as follows:

Roadways constructed under traffic.

All multi-lane roadways, arterial roadways, and major collectors must be striped at the end of the day with full compliance pavement markings. Paint may be used for temporary markings.

All other roadways must be tabbed at minimum at the end of each day with a minimum of 8" tabs for lane lines and centerline markings.

Layouts for striping should match existing conditions and roadway striping must be confirmed with Traffic Engineering Services prior to installation of final striping.

Final striping must be installed within 5 days from completion of the paving.

Final striping shall be completed with the following materials:

- Cross walks, stop lines and word symbols shall be completed with preformed thermoplastic pavement marking.
- Lane markings shall be completed with in-laid preformed plastic pavement marking (Type 1).
- Preference is to complete edge lines and center lines with extruded thermoplastic pavement markings. However, edge lines and center lines may use epoxy with the approval of the project manager and Traffic Engineering Services.

Subsection 627.13 is revised as follows:

The materials and installation of pavement markings shall be price reduced for failure to install within 10 days upon receipt of written request from Traffic Engineering Services or the Engineer/Project Manager or upon the task order completion deadline.

	> 10 days and < 30 days after	≥ 30 days and < 60 days after	≥ 60 days and < 90 days after	≥ 90 days
% Price Reduction	20 %	50 %	70 %	85 %

Delete the third paragraph of 627.13 and replace with the following:

Sandblasting will not be measured and paid for separately but shall be included in the work.

**REVISION OF SECTIONS 627 and 708
PAVEMENT MARKING WITH WATERBORNE PAINT**

Sections 627 and 708 of the Standard Specifications are hereby revised for this project as follows:

Delete subsection 627.04 and replace with the following:

627.04 Pavement Marking with Waterborne Base Paint. Striping shall be applied when the air and pavement temperatures are no less than 52 °F for waterborne paint. The pavement surface shall be dry and clean. Surface cleaning shall be required when there is deicing material on the road. Weather conditions shall be conducive to satisfactory results.

The Contractor shall utilize equipment that meets the following requirements, as approved:

- (1) Equipment shall permit traffic to pass safely within the limits of the roadway surface and shoulder while operating.
- (2) Equipment shall be designed for placement of both solid and broken line stripes with a reasonably clean-edged stripe of the width and location as shown on the contract.
- (3) Equipment shall have a glass bead dispenser directly behind, synchronized with the paint applicator. Each applicator shall have individual control and automatic skip control that will paint a strip with a gap as shown in the contract.
- (4) The equipment may be equipped with a heat exchanger to heat the paint to reduce drying time.
- (5) The operation shall include a trailing vehicle equipped with a flashing arrow board.

The Contractor shall prevent traffic from crossing a wet stripe. Stripes which have been marred or picked up by traffic before they have dried shall be repaired at the Contractor's expense. Removal of paint from vehicles that crossed wet paint shall be at the Contractor's expense.

The water-based paint and stripes shall fall within the following minimum and maximum ranges:

	DESCRIPTION	MINIMUM	MAXIMUM
Alignment	Lateral Deviation	N/A	2.0 inch per 200 ft
Paint	Coverage rate per gallon of paint	100 sq. ft	110 sq. ft
	Thickness	20 mil	N/A
	Width of painted lines	4 inch	N/A
	Width Variance	N/A	1/4 inch
Water-Based Paint	Dry time to no tracking conditions	N/A	60 seconds
Beads	Application rate per gallon of paint	5 lbs 3 oz	6 lbs 3 oz

Subsection 627.13 shall include the following:

PAY ITEM

Pavement Marking Paint (Waterborne)

PAY UNIT

Gallon

Delete subsection 708.01 and replace with the following:

SP-14

708.01 General. This specification covers ready-mix paints and coatings. Paints and coatings shall be manufactured eight weeks or less prior to delivery to the project. Each paint container shall be labeled with the name and address of the manufacturer, trade name or trademark, type of paint, number of gallons, batch number, and date of manufacture.

Paints shall be free of foreign material that is capable of clogging screens, valves, pumps, and other parts of the application equipment. Paint shall not contain the following:

- (1) Benzene
- (2) Chlorinated solvents
- (3) Ethylene glycol ethers
- (4) Ethylene glycol acetates
- (5) Lead
- (6) Mercury
- (7) Chromium
- (8) Cadmium
- (9) Petroleum products

The Contractor shall obtain certification in writing from the manufacturer showing that the product is free of the materials described above and that it meets or exceeds the requirements of 29 CFR 1910.1200.

Paints shall not form a surface skin within 48 hours in three-quarter filled, tightly closed containers. Paint and coating pigments shall be lead free, and shall not thicken, become granular, or curdle in their containers.

Delete subsection 708.05 and replace with the following:

708.05 Pavement Marking Materials. Pavement marking materials shall be selected from the Department's Approved Products List (APL). Prior to start of work, a Certified Test Report (CTR) for all pavement marking materials shall be submitted in accordance with subsection 106.13.

For white paint, the color after drying shall be a flat-white, free from tint, and shall provide the maximum amount of opacity and visibility under both daylight and artificial light. For yellow paint, the Federal Standard 595B shall be used to designate colors and the ASTM E308 shall be used to quantitatively define colors. After drying, the yellow paint shall visually match Federal Standard 595B color chip number 33538, and shall be within 6 percent of central color, PR-1 Chart, where $x = 0.5007$ and $y = 0.4555$ (The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 Standard Colorimetric System measured with Standard Illuminant D65.)

- (a) *Acrylic Waterborne Paint.* Acrylic waterborne paint shall be a lead-free, 100 percent Acrylic resin polymer waterborne product. The finished product shall maintain its consistency during application at temperatures compatible with conventional equipment.

Waterborne paint shall meet all of the following requirements:

Performance Requirements: The paint shall be water resistant and shall show no softening, blistering or loss in gloss.

ACRYLIC WATERBORNE PAINT

Property	Minimum	Maximum	Test Method
Nonvolatile portion of vehicle (white and yellow), %	42.5		
Pigment Composition			
(white and yellow), % by weight	58.0	62.0	ASTM D 4451 ASTM D 3723
White Paint			
Titanium Dioxide		10.0%; 1.0 lb/gal	ASTM D 476, Type III
Calcium Carbonate, %		92.0	ASTM D 1199, Type GC-II
Yellow Paint			
Titanium Dioxide		5.0%; 0.2 lb/gal	ASTM D 476, Type III
Calcium Carbonate		93.0	ASTM D 1199, Type GC-II
Organic Yellow Pigments, %	5.0		
Yellow Iron Oxide		0.063%; 0.025 lb/gal	ASTM D 768
Vehicle Composition , 100% acrylic polymers, (white and yellow), %		43.0	FTMS 141C - Method 4031 or Method 4053.1
Properties of the Finished Paint			
Total Non-volatiles, (solids) % by weight			
White Paint, %	77.0		FTMS 141C - Method 4053.1,
Yellow Paint, %	76.0		ASTM D 2369, or ASTM D 4758
Density, lbs/gal ¹			
White and Yellow Paint	14.0		ASTM D 1475 using U.S. Standard weight per gallon cup as defined in U.S. Military Standard 4566A
Consistency (Viscosity) White and Yellow, Krebs- Stormer Units	85	95	ASTM D 562
Freeze Thaw Stability	Shall complete 5 or more test cycles successfully		ASTM D 2243
	3		ASTM D 1210
Hydrogen ion content: pH	9.6		ASTM E 70
Directional Reflectance: [15 mil Wet Film]			ASTM E 1347
White, dried	85		
Yellow, dried	50		
Dry Opacity (Contrast Ratio): [15 mil Wet Film]			ASTM D 2805
White Paint	0.95		
Yellow Paint	0.88		

¹Density shall not vary more than 0.3 lbs/gal between batches

**REVISION OF SECTIONS 627 and 713
THERMOPLASTIC PAVEMENT MARKING
(Extruded Thermoplastic Pavement Marking for Lane Markings, Edge Lines and Center Lines)**

Specifications for Extruded Thermoplastic Pavement Marking as specified in Sections **627.06** and **713.12** are specified without revision for lane markings and edge lines.

**REVISION OF SECTIONS 627 and 713
PREFORMED THERMOPLASTIC PAVEMENT MARKING
(for Cross walks, Stop lines and Word Symbols)**

Sections 627 and 708 of the Standard Specifications are hereby revised for this project as follows:

SECTION 627.09 Preformed Thermoplastic Pavement Marking. The markings shall consist of a resilient white or yellow thermoplastic product with glass beads uniformly distributed throughout the entire cross sectional area. Legends and symbols shall be capable of being affixed to bituminous pavements by heating.

The markings shall conform to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The material shall have resealing characteristics with the capability of fusing with itself and previously applied thermoplastic markings under normal use.

The preformed thermoplastic markings shall be packaged in a protective plastic film with cardboard stiffeners where necessary to prevent damage in transit. The carton in which the material is packed shall be clearly labeled for ease of identification.

- (a) *Application.* Application temperature shall be as recommended by the manufacturer. The pavement and air temperature shall be as recommended by the manufacturer at the time of application. The material shall be applied using a heating method recommended by the manufacturer. The contractor shall provide the Engineer a copy of the manufacturer's installation recommendations prior to beginning work. The pavement shall be clean dry and free from debris. The preformed thermoplastic markings may be installed on top of existing thermoplastic markings after all loose material has been removed. The preformed thermoplastic markings shall not be installed on top of existing preformed plastic pavement markings without first removing the existing markings to a depth that insures removal of the adhesive backing of the preformed plastic. It shall not be installed on top of pavement marking paint without first removing paint.
- (b) *Equipment.* The Contractor shall use a heating method specifically recommended by the manufacturer for the installation of preformed thermoplastic markings.

SECTION 713.14 Preformed Thermoplastic Material

- (a) *General.* Preformed thermoplastic markings shall be composed of aggregates, pigments, binders and Glass beads, and shall conform to AASHTO designation M 249 with the exception of the relevant differences due to the fact that the material is supplied in a preformed state. The material shall be either alkyd or hydrocarbon based. Only preformed thermoplastic pavement markings material listed on the Departments approved products list may be used.
- (b) *Physical Requirements.*

- 1) Graded Glass Beads. The material shall contain a minimum of 30 percent graded glass beads by weight. The beads shall be clear and transparent. Twenty percent or less shall consist of irregular, fused spheroids, or silica. The refractive index shall be at least 1.50.
- 2) Pigments. White – Sufficient titanium dioxide pigment shall be used to insure a color similar to Federal Highway White, Color Number 17886, conforming to Federal Standard 595. Yellow – Sufficient yellow pigment shall be used to insure a color similar to Federal Highway Yellow, Color Number 13655, conforming to Federal Standard 595. The yellow pigment shall be organic and contain no lead chromate.
- 3) Skid Resistance. The surface of the preformed thermoplastic markings shall provide a minimum resistance value of 45 BPN when tested according to ASTM E 303.
- 4) Thickness. The material shall be supplied at a minimum thickness of 90 mils.
- 5) Environmental Resistance. The preformed thermoplastic material shall be resistant to deterioration due to exposure to sunlight, water, oil, gasoline, salt and adverse weather conditions.
- 6) Application. The top surface material must have regularly-spaced indents which provide a visual cue during application that the material has reached a molten state indicating satisfactory adhesion and proper bead embedment has been achieved. Installation must be a no preheated of surface material.

Subsection 627.13 shall include the following:

Payment shall be made under:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Pavement Marking Paint (Waterborne)	Gallon
Thermoplastic Pavement Marking (Extruded) (Center Line and Edge Markings)	Square Foot
Preformed Plastic Pavement Marking (In-Laid) (Lane Line Markings)	Square Foot
Epoxy Pavement Marking (Lane Marking Alternative)	Gallon
Preformed Thermoplastic Pavement Marking (Word-Symbol)	Square Foot
Preformed Thermoplastic Pavement Marking (Xwalk –Stop Line)	Square Foot

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

Section 630 of the Standard Specifications is hereby revised as follows:

Subsection 630.01 shall be modified to read:

As required by, in descending order of precedence, the specifications, Traffic Barricade Manual published by the City and County of Denver, the Standard Specifications, as augmented by the Colorado Department of Transportation M and/or S standards, and the manual on Uniform Traffic Control Devices for Streets and Highways.

The Contractor shall submit, in writing, the proposed Method of Handling Traffic (MHT) for review and approval of the Project Engineer. The MHT shall be developed according to this section and the construction plans.

Subsection 630.02 through 630.07 shall be as provided in the City and County of Denver Traffic Barricade manual, latest edition. Modifications to said manual are:

Paragraph III shall include:

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

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

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

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

Approval of the proposed MHT does not relieve the Contractor of liability specifically assigned to him under the contract. The Contractor shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, and obstructions.

The contractor shall notify the project manager by Thursday at 3:00 P.M. which streets they intend to work on the following week. This notification will be made for all phases of construction.

VI.B.3 therein shall include:

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

VI.F shall include:

The Contractor shall, at the preconstruction conference, designate one of his employees, other than the Superintendent, to be responsible for traffic control management. This responsibility shall include management of the Contractor's signing and all other details covered by the Specifications which contribute to the convenience, safety, and orderly movement of traffic and to the comfort of the traveling public. The designated employee will have the Certification of the Traffic Control Supervisor as a Worksite Traffic Supervisor by the American Traffic Safety Services Association (ATSSA) in lieu of completion of the CDOT minimum training requirements.

Traffic control management shall be maintained on a 24-hour per day basis. The Contractor shall make arrangements so that the Traffic Control Supervisor or his approved representative will be available on every working day, "on call" at all times and available upon the Engineer's request at other than normal working hours. The Traffic Control Supervisor shall have an up-to-date copy of part VI of the MUTCD, pertaining to traffic controls for street and highway construction, as well as the City and County Traffic Barricade manual, available at all times.

VI.F.2 The third item shall read:

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

Subsection 630.08 shall include the following:

Equipment

The Contractor shall not have construction equipment or materials in the lanes open to traffic any time, unless approved by the Project Engineer.

The Contractor and subcontractors shall equip their construction vehicles with flashing amber lights. Flashing amber lights on vehicles and equipment shall be visible from all directions.

All personal / employee vehicle and construction equipment parking is prohibited when it conflicts with safety, access, or the flow of traffic.

Devices:

The Contractor shall install construction traffic control devices in locations where they do not block or impede other existing traffic control devices, or sidewalks for pedestrians, disabled persons, or bicyclists.

Steel drum channelizing devices shall not be used for traffic control.

Subsection 630.09, second paragraph is hereby deleted and replaced with the following:

When a different MHT is required for a subsequent construction phase, it must be submitted at least two weeks prior to starting that phase. All proposed methods of handling traffic shall be approved, in writing, by the Project Engineer following approval of the Traffic Engineering Services Department.

Approval of the proposed MHT does not relieve the Contractor of liability specifically assigned to him under the contract. The Contractor shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, and obstructions.

The contractor shall notify the Project Engineer by Thursday at 3:00 P.M. which streets they intend to work on the following week. This notification will be made for all phases of construction.

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

Access to driveways shall be maintained at all times during construction. The Contractor shall coordinate driveway work with the property owner. Appropriate signage shall be provided alerting all motorists leaving driveways that enter a work zone as to which direction the through lane is traveling and what access restrictions exist, if any.

Subsection 630.09 (9) shall be added as follows:

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

Subsection 630.09 (10) shall be added as follows:

General Work Restrictions

The Contractor shall perform all the work on the roadway between the hours of 8:30 A.M. and 3:30 P.M. or as approved by the Project Engineer. Weekend and nighttime work will be allowed with the prior approval of the Project Engineer.

Work will not be permitted that directly or indirectly interferes with the flow of traffic between the hours of 5:30 AM and 8:30 AM Monday through Friday; between the hours of 3:00 PM to 6:30 PM Monday through Thursday; and after 2:00 PM on Fridays unless otherwise authorized by the Project Engineer.

Work that interferes with traffic 1] on any day of a 3 or 4 day holiday weekend; or 2] after 12:00 noon on the day preceding such holiday weekend, will only be permitted following review of a Contractor submitted request and approval by the Project Engineer and the City of Denver Traffic Engineering Services Department:

The Contractor shall coordinate all of the work on the roadway during any special event with the City and County of Denver.

Two-way traffic shall be maintained on all two-way streets, via flagging if necessary for closures of less than one day unless authorized by the Project Engineer and the Traffic Engineering Services Department. One lane, one-way traffic shall be maintained at all times on one-way streets outside of the Central Business District and two lanes, one-way traffic shall be maintained at all times within the Central Business District.

Contractor shall obtain all required access and construction permits from the City & County of Denver prior to initiating work along City right of way.

The Contractor shall maintain access to all roadways, side streets, walkways, alleyways, driveways, and hike/bike paths at all times unless otherwise approved by the Project Engineer. The sole exception to this requirement is that the City will permit full closures of access to all alleyways, walkways, driveways, and hike/ bike paths DIRECTLY ADJACENT to an active work Phase for a maximum period of one (1) week. Should the Contractor wish to exercise this exception, a request for same shall be submitted to the Project Engineer for review and approval including proposed method for Public notice per Section 632. If access restrictions are approved by the Project Engineer, the Contractor shall coordinate with all tenants affected by alley and/or access closures two weeks prior to closure.

All proposed lane closures shall be subject to the approval of the Project Engineer and Traffic Engineering Services Department. Requests for such lane closures shall be submitted with a Method of Handling Traffic at least 24 hours in advance of the time the lane closure is to be

implemented. Lane closures will not be allowed to remain unless utilized in continuum for the duration of each working period. Contractor shall make all efforts to fashion the lane closure proposal to close no more than one lane at a given time.

Prior to any removal or pavement marking operations directly adjacent to parking, temporary NO PARKING ANYTIME, TOW AWAY ZONES, with the date and time of the proposed work must be posted a minimum of 24 hours in advance of the work. For locations where parking meters are located adjacent to the proposed work zone all impacted parking meters must be red bagged prior to commencement of work.

The Contractor will be responsible to determine the meter numbers and dates for all proposed work at these locations and will need to provide this information with the street occupancy permit request for the work. This request should be submitted at least 5 days in advance of the proposed start of work. Parking may only be restricted on one side of the street at a time and the length of the restriction should not create a significant impact to the local residents or businesses in the area.

All lane closures require an arrow board to be installed.

Subsections 630.10 and 630.11 of the Standard Specifications shall apply except as otherwise provided herein.

Subsection 630.14 is hereby deleted and replaced with the following:

The Contractor shall furnish all personnel and materials necessary to perform the Construction Zone Traffic Control as required and these quantities will not be measured.

Temporary pavement markings for traffic control will not be measured and paid for separately, but shall be included in the work.

Payment for traffic control shall be as follows:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Traffic Control Arterial*	LS/DAY
Traffic Control Local/Collector*	LS/DAY
Uniformed Traffic Control Officer	HOUR

*The designation of which roads are arterials and which roads are local/collector shall be determined using the classification found on the City’s GIS system.

The amount paid per day shall not exceed one unit of Traffic Control for an Arterial and/or one unit of traffic control for Local/Collector.

Subsection 630.15 shall be revised to include the following:

When the contract bid schedule includes Traffic Control pay items as a lump sum per day: A day shall be defined as the time from 12:00 midnight to 12:00 midnight. Traffic Control devices will not be measured but will be paid for on a lump Sum basis.

When the contract bid schedule does not include pay items for Traffic Control: Payment for all Traffic Control shall be included in the work.

REVISION OF SECTION 631

PUBLIC INFORMATION SERVICES

DESCRIPTION

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

REQUIREMENTS

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

631.02.1 A contact person and phone number for the project shall be designated by the Contractor at the pre-construction meeting. This individual shall be primarily responsible for maintaining communications with the Project Manager and affected businesses and property owners.

631.02.2 The Contractor will also distribute door hang tags to all property owners adjacent to construction as well as all residences and businesses impacted by construction or road closures or detours no less than 48 hours (as per General Contract Conditions Section 703) prior to commencing removal operations, outlining the proposed work as well as the company name, phone number, and contact person familiar with the project. The hang tag shall be supplied by the Contractor and it shall be the Contractor’s responsibility to produce an adequate number of hang tags one week in advance to properly notify all affected property owners/residents.

The contractor shall supply photo evidence of all notified addresses which will be turned over to the City at the end of the contract. The City has developed an ArcGIS Field Maps application to facilitate photo collection. Addresses that have been notified will be collected by block and a copy will be provided to the Project Manager monthly. Additional outreach, as appropriate, will be made to the City Council per City Standards.

631.02.3 Occasionally, as needed, supplemental written notices will be required to be delivered one week in advance at the direction of the Project Manager for issues such as construction conflicts related to business access, special landscape, and fence or tree removal.

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

METHOD OF MEASUREMENT

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Public Information Services	LS

Lump sum to be paid as a percentage each month. An ArcGIS license is required for use of Field Maps application, cost of license is included in the lump sum for Public Information Services.

END OF SECTION 631

A. Annotated Revisions Since Last Publication

631 – The City has developed an ArcGIS Field Maps application to facilitate photo collection. Use of application will require an ArcGIS Online User license which can be purchased.