

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE

Contract Documents

Contract Number: 202057316

48th Avenue TOD Improvements Brighton to
York

January 6, 2021



NOTICE TO APPARENT LOW BIDDER

**GOODLAND CONSTRUCTION, INC.
760 NILE ST
GOLDEN, CO 80401**

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **February 25, 2021**, for work to be done and materials to be furnished in and for:

CONTRACT - 202057316 / 48th Avenue TOD Improvements Brighton to York

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: **Seventy-Three (73) bid items (201 through 700)** the total estimated cost thereof being: **One Million Nine Hundred Twenty-One Thousand Three Hundred Fifteen Dollars and Five Cents (\$1,921,315.05)**.

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

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

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

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

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



NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202057316

Page 2

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

Dated at Denver, Colorado this 9th day of MARCH 2021.

CITY AND COUNTY OF DENVER

By: _____

Eulois Cleckley, Executive Director
Department of Transportation and Infrastructure

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

City and County of Denver Department of Transportation & Infrastructure
Office of the Executive Director
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: 202057316

48th Avenue TOD Improvements Brighton to
York

January 6, 2021

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

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

Table of Contents	BF-1
Bidder's Checklist.....	BF-2
Bid Form and Submittal Package Acknowledgment Form.....	BF-4
Bid Form.....	BF-7
Bid Bond.....	BF-12
Diversity and Inclusiveness in City Solicitations Form.....	BF13
Civil Rights/Equal Employment Opportunity - Attachment A	BF-17
Contents Page.....	BF-17
Part A Specified Federal Requirements	BF-19
Part B DBE Program Requirements	BF-20
Enclosure 1A - DBE Affidavit	BF-33
Enclosure 1B - DBE Affidavit	BF-34
Enclosure 2 - Schedule of [DBE] Participation.....	BF-35
Enclosure 3 - Letter of Intent to Perform as a DBE Subcontractor	BF-36
Enclosure 4 - Solicitation Statistics	BF-37
Enclosure 5 - Employer Certification of Workforce.....	BF-38
Enclosure 6 - Disadvantage Business Outreach	BF-40
Enclosure 7 - DBE Unavailability Certification.....	BF-41
Enclosure 8 - Form E - Monthly DBE Participation Report	BF-43
Enclosure 9 - Form E-2 - Monthly DBE Participation/Payment Report.....	BF-44
Enclosure 10 - Form F - Monthly Non-DBE Subcontractor Report.....	BF-45
Enclosure 11 - Form F-2 - Monthly Non-DBE Subcontractor Payment Report	BF-46
Certifications	BF-47
Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters....	BF-47
Certification of Compliance with Prohibition Against Employment of Illegal Aliens.....	BF-49
Prohibition on Employment of Illegal Aliens	BF-50
Certification Regarding Lobbying.....	BF-52
Buy America Certification.....	BF-53
Organizational Conflict of Interest Disclosure Requirements.....	BF-54



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

BIDDER'S CHECKLIST

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

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

FORM/ PAGE NO.	COMMENTS	COMPLETE
BF-4 – BF-5	a.) Legal name, address, Acknowledgment signature and attestation (if required.)	<input type="checkbox"/>
BF-4+	a.) Fill in Legal Name b.) Complete all blanks c.) Legal name required	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
BF-8	a.) Write out bid sub-totals and bid totals in words and figures in the blank form space(s) provided. ('Base Bid Total' from BF-8 = 'Total Contract Value') b.) Calculate Textura® Construction Payment Management System Fee from chart on pg. BF-3 and include fee in the Base Bid space provided.	<input type="checkbox"/> <input type="checkbox"/>
BF-9	a.) List all subcontractors who are performing work on this project	<input type="checkbox"/>
BF-10	a.) Complete all blanks b.) Acknowledge all addenda	<input type="checkbox"/> <input type="checkbox"/>
BF-12	a.) Fill in all Bid Bond blanks b.) Signatures required c.) Corporate Seal if required d.) Dated e.) Attach Surety Agents Power of Attorney or Certified or cashier's check made out to the Manager of Revenue referencing Bidder's Company and Contract Number.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
BF-13	a.) Each bidder, as a condition of responsiveness to this solicitation, shall <u>complete and return</u> the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their Bid.	<input type="checkbox"/>
BF-17	a.) Attachment A – See DBE Enclosure Checklist	<input type="checkbox"/>
BF-47	a.) Each bidder, as a condition of responsiveness to this solicitation, shall <u>complete and return</u> all certifications.	

Textura® Construction Payment Management System (“Textura”)

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

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

For more information:

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

CONTRACT NO. 202057316

48TH AVENUE TOD IMPROVEMENTS BRIGHTON TO YORK

BIDDER: GOODLAND CONSTRUCTION, INC.
(Legal Name per Colorado Secretary of State)

ADDRESS: 760 NILE ST. GOLDEN, CO 80401

CONTACT PERSON FOR ALL MATTERS RELATING TO THIS DOCUMENT

NAME: BEN WORLAND **TITLE:** VICE PRESIDENT

EMAIL: BEN@GOODLANDCONSTRUCTION.COM **PHONE NUMBER:** 303-278-8100

AUTHORIZED ELECTRONIC SIGNATORY

NAME: BEN WORLAND - VICE PRESIDENT

EMAIL: BEN@GOODLANDCONSTRUCTION.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. 202057316, 48th Avenue TOD Improvements Brighton to York**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated January 6, 2021.

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
- Bid Bond
- Attachment A
- Part A Specified Federal Requirements
- Part B DBE Program Requirements
- Form of DBE Participation
- DBE Affidavit
- DBE Prime Affidavit (if applicable)
- DBE Schedule of DBE Participation
- DBE Letter(s) of Intent
- Solicitation Statistics
- Employer Certification of Workforce
- Disadvantage Business Outreach
- Unavailability Certification
- Certification Regarding Debarment
- Certification of Compliance with Prohibition Against Employment of Illegal Aliens
- Certification Regarding Lobbying
- Buy America Certification
- Organizational Conflict of Interest Certification

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 Receipt
- Change Orders (as applicable)
- Federal Requirements (as applicable)
- Prevailing Wage Rate Schedule(s)
- Technical Specifications
- Contract Drawings
- Accepted Shop Drawings
- Insurance Provision

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

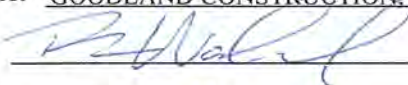
IN WITNESS WHEREOF, the undersigned bidder has signed personally or by duly authorized officer or agent and duly attested.

BIDDER:

ATTEST:

Name: GOODLAND CONSTRUCTION, INC.

By: _____

By: 



Title: VICE PRESIDENT

[SEAL]



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

BID FORM

CONTRACT NO. 202057316

48TH AVENUE TOD IMPROVEMENTS BRIGHTON TO YORK

BIDDER GOODLAND CONSTRUCTION, INC.

(Legal Name per Colorado Secretary of State)

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

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on **January 6, 2021**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 202057316, 48th Avenue TOD Improvements Brighton to York**, 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

Bid Bond

Addenda (as applicable)

DBE Enclosures

Accepted Shop Drawings

Certificate of Insurance

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 Receipt

Change Orders (as applicable)

Equal Employment Opportunity Provisions (RTD Appendix B and Appendices A, B, E and F)

Federal Requirements

Construction Contracts

Prevailing Wage Rate Schedule(s)

Technical Specifications

Contract Drawings

Federal Certifications

48th Avenue TOD Improvements Brighton to York				GOODLAND CONSTRUCTION, INC.: Hartford Fire Insurance Company	
202057316					
Bid Item	Description	Units	Qty	Unit Bid	Total Bid
201	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00
202	Removal of Tree	EA	3	\$950.00	\$2,850.00
202	Removal of Wood Fence	LF	90	\$6.50	\$585.00
203	Removal of Gate	EA	1	\$1,250.00	\$1,250.00
202	Removal of Sidewalk	SY	47	\$13.50	\$634.50
202	Removal of Concrete Pavers	SY	5	\$13.50	\$67.50
202	Removal of Curb	LF	104	\$6.00	\$624.00
202	Removal of Curb and Gutter	LF	221	\$6.00	\$1,326.00
202	Removal of Curb Ramp	SY	5	\$13.50	\$67.50
202	Removal of Manhole	EA	7	\$4,500.00	\$31,500.00
202	Removal of Pipe	LF	1449	\$28.00	\$40,572.00
202	Removal of Inlet	EA	17	\$3,500.00	\$59,500.00
202	Removal of Asphalt Mat	SY	4400	\$11.75	\$51,700.00
202	Removal of Wall	LF	46	\$65.00	\$2,990.00
203	Removal of Concrete Steps	SF	4	\$250.00	\$1,000.00
202	Removal of Concrete Pavement	SY	49	\$13.50	\$661.50
203	Embankment Material (Complete in Place)	CY	218	\$40.00	\$8,720.00
203	Potholing	EA	41	\$325.00	\$13,325.00
208	Inlet Protection	LF	570	\$12.50	\$7,125.00
208	Silt Fence	LF	1355	\$6.50	\$8,807.50
208	Erosion Control Management	DAY	120	\$320.00	\$38,400.00
210	Reset Mailbox	EA	1	\$425.00	\$425.00
210	Reset Ground Sign	EA	11	\$250.00	\$2,750.00
210	Reset Valve	EA	1	\$1,100.00	\$1,100.00
210	Adjust Manhole	EA	5	\$1,350.00	\$6,750.00
210	Adjust Valve Box	EA	18	\$675.00	\$12,150.00
210	Connect to Existing Storm Sewer	EA	13	\$6,500.00	\$84,500.00
250	Environmental Health and Safety Manage	LS	1	\$3,410.00	\$3,410.00
250	Health and Safety Officer	HR	100	\$130.70	\$13,070.00
250	Monitoring Technician	HR	100	\$111.95	\$11,195.00
250	Materials Sampling and Delivery	EA	1	\$106.85	\$106.85
250	Materials Handling (Stockpile)	CY	50	\$15.00	\$750.00
250	Solid Waste Disposal	CY	50	\$101.15	\$5,057.50
304	Aggregate Base Course (Class 6)(6 Inch)	TON	1116	\$35.00	\$39,060.00
403	Mill and Overlay (2" Depth)	TON	285	\$130.00	\$37,050.00
403	Hot Mix Asphalt (Grading SX)(75)(PG-64-2	TON	513	\$113.15	\$58,045.95
403	Hot Mix Asphalt (Grading S)(75)(PG58-28	TON	1241	\$105.60	\$131,049.60
412	Concrete Pavement (9 Inch)3	SY	323	\$107.10	\$34,593.30
603	15" Reinforced Concrete Pipe (Complete	LF	599	\$74.10	\$44,385.90

Sum of estimated cost for item numbers (201 through 700 (Seventy-Three [73]) base bid items) and the Textura Fee equals Total Base Bid Amount:

ONE MILLION NINE HUNDRED TWENTY ONE THOUSAND THREE HUNDRED FIFTEEN DOLLARS AND FIVE CENTS

Dollars (\$ 1,921,315.05)

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 in the sum of the full amount of this bid, executed by a surety company acceptable to the Manager.

The HARTFORD FIRE INSURANCE CO, a corporation of the State of CONNECTICUT, is hereby offered as Surety on said bond. If such surety is not approved by the Manager, another and satisfactory surety company shall be furnished.

Enclosed with this bid is a bid guarantee, as defined in the attached Instructions to Bidders, in the amount of 5% BID BOND. 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: **THERE ARE NO INTERESTED PARTIES**

Name: _____ Name: _____

Address: _____ Address: _____

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

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 words and figures and all statements made in these Bid Forms.

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

Business Address of Bidder: 760 NILE ST.

City, State, Zip Code: GOLDEN, CO 80401

Telephone Number of Bidder: 303-278-8100 Fax No. 303-278-0231

Contact Name for this Project: BEN WORLAND

Social Security or Federal Employer ID Number of Bidder: 84-1269045

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

88TH STREET IMPROVEMENTS - SUPERIOR, CO 80027

For information relative thereto, please refer to:

Name: ALEX ARINIELLO

Title: TOWN MANAGER

Address: 124 E COAL CREEK DR. SUPERIOR, CO 80027

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

Addenda Number 1 Date 02/17/2021

Addenda Number _____ Date _____

Addenda Number _____ Date _____

Dated this 25 day of FEBRUARY, 2021

Signature of Bidder:

If an Individual: _____ doing business

as _____.

If a Partnership: _____

by: _____, General Partner.

If a Corporation: GOODLAND CONSTRUCTION, INC.

a COLORADO Corporation,

by: [Signature], its President.

Attest:

Secretary

[Signature]



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)

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Goodland Construction, Inc., 760 Nile Street, Golden, CO 80401, as Principal, and Hartford Fire Insurance Company, One Hartford Plaza, Hartford, CT 06155-0001, a corporation organized and existing under and by virtue of the laws of the State of CT, and authorized to do business within the State of Colorado, as Surety, are held and firmly bound unto the City and County of Denver, Colorado, as Obligee, in full and just sum of Five Percent of Total Amount Bid Dollars, (\$ --5%--), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said Principal is herewith submitting its bid, dated February 25, 2021, for the construction of: **City and County of Denver Contract No. 202057316 - 48th Avenue TOD Improvements Brighton to York**, 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 therefor, 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 25th day of February, 2021.

ATTEST

By: _____
Secretary

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



Goodland Construction, Inc.
Principal

By: [Signature]

Title: VICE PRESIDENT

Hartford Fire Insurance Company
Surety

By: [Signature]
Kristen Moore, Attorney-in-Fact



[SEAL]



POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: IMA INC
Agency Code: 34-340140

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

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

Jennifer L. Clampert, Amy Coonts, David Dondlinger, Sarah Finn, Michael Lischer Jr., Nicole L. McCollam, Kristen Moore, Sheryll Shaw, Brandi J. Tetley, Danielle Waring of DENVER, Colorado

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

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



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

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



Jessica Ciccone

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

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 25, 2021.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



SURETY BOND DIGITAL SEAL
The Hartford Financial Services Group, Inc.

To Our Valued Partners:

In efforts of continuing business during the pendency of the COVID-19 pandemic, The Hartford has authorized its Attorneys-in-Fact to affix the electronic corporate seal in a digital format, in lieu of its traditional raised seal to any bond document issued on its behalf by any such Attorney-in-Fact.

The Hartford agrees and affirms that the digital corporate seal affixed to any bond document is equivalent to its raised corporate seal had it been affixed to the bond document itself.

Effective this 30th day of March, 2020.

The Hartford

A handwritten signature in cursive script that reads "Shelby Wiggins".

Shelby Wiggins, Assistant Secretary

The Hartford Financial Services Group, Inc.
P.O. Box 958461
Lake Mary, FL 32795

P: 888-656-0817
F: 877-257-2166

www.thehartford.com/bond
www.thehartford.com
www.facebook.com/thehartford
www.twitter.com/thehartford



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

Diversity and Inclusiveness* in City Solicitations Information Request Form

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

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

Business Email Address * BEN@GOODLANDCONSTRUCTION.COM

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

Project Name * 48TH AVE TOD IMPROVEMENTS BRIGHTON TO YORK

Solicitation No. (Check Below if Not Applicable) * 202057316

Check Here if Solicitation No. is N/A

Name of Your Company * GOODLAND CONSTRUCTION, INC.

What Industry is Your Business? *

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

Address * 760 NILE ST.

City * GOLDEN **State** CO **Zip Code *** 80401

Business Phone Number * 303-278-8100

Business Facsimile Number 303-278-0231

1. How many employees does your company employ? *

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

1.1 How many of your employees are:

Number of Full Time: * 51 **Number of Part Time: *** _____

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

- Yes No

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

If **Yes**, does it address:

2.1. Employment and retention? *

- Yes No

2.2. Procurement and supply chain activities? *

- Yes No

2.3. Customer Service? *

- Yes No

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

SEE ATTACHED

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

- Yes No

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

- Employee Training
 Pamphlets
 Public EEO Postings
 Other:

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

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

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

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

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

SEE ATTACHED

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

- Yes
- No

7.1 If Yes, how often does it meet? *

- Monthly
- Quarterly
- Annually
- Other:

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

N/A

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

Yes No

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

Yes No

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

N/A

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

Yes No

If yes, please email XO101@denvergov.org.

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



Signature of Person Completing Form *

02/25/21

Date

BEN WORLAND

Printed Name of Person Completing Form

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

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

GoodLand Construction, Inc.

IV. POLICY STATEMENT

This statement is to reaffirm Goodland Construction Inc.'s policy providing equal opportunity to all employees and applicants for employment in accordance with all applicable equal employment opportunity and affirmative action laws and regulations of federal, state, and local governments or agencies.

Goodland Construction Inc. will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance.

Goodland Construction Inc. will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include hiring, promotion, demotion, transfer, recruitment or recruitment advertising, lay-off, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training.

It is Goodland Construction Inc.'s policy to provide a work environment free of sexual harassment. Sexual harassment will not be condoned or tolerated in day-to-day employment, nor in any other areas of employment practice.

Goodland Construction Inc. will commit the necessary time and resources, financial and human, to achieve equal opportunity and affirmative action goals. Goodland Construction Inc. will include in the criteria upon which it evaluates the performance of its management and other supervisory personnel, their involvement in achieving affirmative action objectives. Employees or subcontractors who fail to comply with legal requirements applicable to equal opportunity and affirmative action may be subject to disciplinary action or legal sanctions.

Goodland Construction Inc. has appointed Employee Services Manager Jim Pokorny to manage the Equal Employment Opportunity Program. His responsibilities will include monitoring of all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program as required by Federal, State and Local Agencies. The President Goodland Construction Inc. will receive and review reports on the progress of the program. If any employee or applicant for employment believes he/she has been discriminated against please contact Jim Pokorny at 303-278-8100.

V. RESPONSIBILITY FOR PLAN

Goodland Construction Inc. recognizes that the effective application of a policy of merit employment involves more than just a policy statement and has, undertaken a program of affirmative action to make employment opportunities available on the basis of individual merit, and to encourage all persons to seek employment with the company and to strive for advancement on this basis.

The Employee Services Manager Jim Pokorny is responsible for monitoring all equal opportunity activities and reporting the effectiveness of Goodland Construction Inc.'s affirmative action programs to management, including recommendations for actions necessary to ensure attainment of Goodland Construction Inc.'s equal opportunity objectives.

Specific responsibilities of the Employment Services Manager include the following:

- A. Assisting in the identification of problem areas and establishing goals and objectives, including timetables for completion.
- B. Participating in periodic audits of hiring and promotion patterns to identify and remove obstacles to the attainment of goals and objectives.

- C. Coordinating recruitment of women, minority and disabled persons.
- D. Performing periodic audits of progress toward corporate goals and objectives for affirmative action.
- E. Distributing the corporate affirmative action Plan to all managers and supervisors.
- F. Disseminating lists of recruitment sources and protected class publications to assist in recruitment.
- G. Serving as the company liaison with agencies involved in affirmative action administration.
- H. Supervising the collection and reporting of all required information to governmental and compliance agencies.
- I. Advising managers and supervisors of the responsibility to maintain a working environment free of harassment, intimidation, and coercion.
- J. Cooperate with and fully support the appropriate governing agency in maintaining goals for the project.

VI. DISSEMINATION OF POLICY AND PLAN

- A. Internal Dissemination.
 - 1. The policy statement will be posted conspicuously in areas available to all employees and where employees congregate. Each new employee will be informed of these policies as part of Goodland Construction Inc.'s employee orientation process.
 - 2. Internal memos will be used to make management aware of specific objectives of and responsibilities under the plan. Progress reports will be used to keep personnel on projects and at the corporate level familiar with responsibilities and progress under the Plan.
- B. External.
 - 1. Where applicable, subcontractors will be informed of Goodland Construction Inc.'s policy, in writing, as a part of the bid request and contract negotiation process. Notification will include a copy of the plan requirements, including goals, and will be incorporated in the contract documents. Recruitment sources and a sample letter of notification to be sent to unions with whom the subcontractor is affiliated will also be included.
 - 2. Outside recruiting sources and minority, female and media organizations will be informed, in writing, of the company's policy, with requests that those sources refer minority, female, and disabled candidates for positions listed with them by Goodland Construction Inc. (See Appendix A).
 - 3. The phrase "An Equal Opportunity Employer M/F/D/V" will be used in all employment advertisements and employment postings.
 - 4. Unions, party to labor agreements with Goodland Construction Inc. will be advised by letter of Goodland Construction Inc.'s obligations under federal, state, and local laws, and where possible, nondiscrimination clauses will be incorporated into collective bargaining agreements.

VII. RECRUITMENT OF EMPLOYEES AND OUTREACH EFFORTS

Goodland Construction Inc. will use “protected class” media to advertise employment opportunities. A list of protected class media is attached as Appendix B. Goodland Construction Inc. will allow sufficient time after the publication of the advertisement to generate protected class applicants.

Goodland Construction Inc. will use and encourage its construction subcontractors to use agencies and organizations that refer women, persons of color, and disabled applicants.

Goodland Construction Inc. will recruit and make efforts to obtain minorities and women through:

- A. Notifying minority and women community organizations of employment opportunities;
- B. Maintaining contact with schools with minority and women students, to notify them of the employment opportunities;
- C. Encouraging present minority and women employees to refer their friends and relatives;
- D. Promoting after school and vacation employment opportunities for minority and female youths;
- E. Validating all employment specifications, selection requirements, tests, etc.
- F. Maintaining a file of the names and addresses of each minority and women worker referred to Goodland Construction Inc. and what action was taken concerning each worker; and
- G. Notifying the appropriate awarding authority of the City and the Office of Federal Contract Compliance in writing when a union with whom Goodland Construction Inc. has a collective bargaining agreement has failed to refer a minority and women worker.
- H. Where reasonable and feasible, Goodland Construction Inc. shall provide notice of project-related job openings to the City or State designated administrator of the Job Linkage program.

VIII. INTERNAL EEO COMPLAINT PROCEDURE

Goodland Construction Inc. intends to provide a working environment free of employment discrimination. To meet this goal, the following complaint and redress process is available to employees or applicants who believe they have been discriminated against in their employment or application for employment.

Complaints may be directed to the Employee Services Manager who will review the complaint and advise the employee or applicant on the avenues of redress available. Within ten working days, the company will investigate the complaint and attempt to resolve this issue. Any complainant who is not satisfied with the proposed resolution may bring the issue to the appropriate Principal who will respond within ten working days.

Complainants will be advised of their right to seek redress from civil rights agencies or departments.

IX. GOALS AND TIMETABLES

Goodland Construction Inc. has established goals and timetables for its workforce to enable it to measure our success as well as to ensure that obligations are met.

The goals and timetables reflect an analysis of Goodland Construction Inc.’s current employee population and our overall Affirmative Action Plan. In setting the goals, management considered the following:

- A. Demographic and labor force characteristics of the area, with an emphasis on the city and/or state;

- B. The availability of women and minorities having requisite skills in employment fields in which Goodland Construction Inc. can and does recruit; and
- C. Anticipated growth or decrease and turnover of Goodland Construction Inc.'s work force.

Goodland Construction Inc. has established goals and timetables for the job categories set forth in the EEO-1 Employer Information Report. Goals are not rigid or inflexible, but are a target reasonably attainable by means of applying a good faith effort to make all aspects of the overall Affirmative Action Plan effective.

Goodland Construction Inc. will require that all affirmative action plans for construction trade positions include goals as determined by the appropriate State, City or Federal Statutes. All other projects will maintain goals and objectives in the area of Affirmative Action to serve as guidelines for appropriate protected class, particularly in the construction process. The goals for trade positions are:

21.7 – 23.5% Minority Workers
6.9% Female Workers

- D. Workforce goals are established on each project in accordance with local jurisdiction.

IX. INTERNAL AUDIT AND REPORTING SYSTEM

Records will be maintained by race, sex and disability status of personnel actions, including applicant flow, new hires, promotions, training, layoffs, recalls and terminations.

Written reports will be prepared and forwarded to the Management Committee and the President on a monthly basis. The reports will include:

- A. Statistical summary by race, sex and disability of personnel actions, applicant flow, new hires, promotion, training, layoffs, recalls and terminations.
- B. List of goals established in the Plan and a statement of the progress toward each goal including opportunities that were available, and the positive efforts made to attain each goal.
- C. Affirmative action accomplishments where no goals were established.
- D. Other affirmative action efforts, including:
 1. Women and minority referral sources contacted, persons contacted, dates of contact, and results.
 2. Participation in EEO related community activities.
 3. Participation of minorities and females in training and tuition reimbursement programs.

In order to ensure that provisions of this Affirmative Action Plan are being carried out required utilization reports and updates will be sent to appropriate monitoring agencies. Goodland Construction Inc. files the following reports with the appropriate agencies.

- A. Annual VETS-100
- B. Annual EEO-1 Report
- C. Monthly CC-257 Reports
- D. Semi-Annual contract compliance reports.

Monthly reports will be made available to the monitoring agency for purposed of determining or investigating compliance with the projects established goals. All subcontractors will meet the requirements outlined herein. These requirements will be reviewed specifically with the regulating agency shortly following plan finalization.

X. AFFIRMATIVE ACTION PLAN FOR PERSONS WITH QUALIFIED DISABILITIES, SPECIAL DISABLED VETERANS, AND VETERANS OF THE VIETNAM ERA

A. POLICY

Goodland Construction Inc. will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant is qualified. It is also the policy of Goodland Construction Inc. to take affirmative action to employ, and advance in employment, qualified individuals with a disability, at all levels of employment. This policy shall apply to all employment actions including but not limited to recruitment, hiring, upgrading, demotion, layoff, recall, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Goodland Construction Inc. agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed. Such notices shall state Goodland Construction Inc.'s obligation under the law to take affirmative action to employ and advance in employment, qualified disabled employees and applicants as well as establishing the rights of said applicants and employees.

Goodland Construction Inc. is committed to the principles of affirmative action and equal employment opportunity. In order to ensure its dissemination and implementation throughout all levels of the Company Goodland Construction Inc. has selected Jim Pokorny Employee Services Manager as the Affirmative Action Officer for Goodland Construction Inc.

B. SCHEDULE FOR REVIEW

Goodland Construction Inc. will review any physical or mental job requirements, as positions become available, to the extent that these requirements tend to screen out qualified disabled individuals and to determine whether these requirements are job-related and consistent with business necessity and safe performance of the job.

C. ACCOMMODATIONS

Goodland Construction Inc. will make reasonable accommodations to the physical and mental limitations of qualified disabled employees or applicants, except where such accommodations impose undue hardship on the company.

D. COMPENSATION

In offering employment or promotion to disabled persons, Goodland Construction Inc. will not reduce the amount of compensation offered because of any disability income, pension, or other benefits the applicant or employee receives from a source other than Goodland Construction Inc.

E. OUTREACH, RECRUITMENT, AND EXTERNAL DISSEMINATION OF POLICY

Goodland Construction Inc. will undertake appropriate outreach and positive recruitment activities, such as those listed below:

F. INTERNAL DISSEMINATION OF POLICY

Goodland Construction Inc. will disseminate this policy internally as follows:

1. Develop an internal communication of the obligation to engage in affirmative action efforts to employ qualified individuals in such a manner as to foster understanding acceptance, and support among executive, management, supervisory, and all other employees and to encourage such persons to take the necessary action to aid Goodland Construction Inc. in meeting this obligation.
2. Develop reasonable internal procedures to ensure that the obligation to engage in affirmative action to employ and promote qualified disabled individuals is being fully implemented.
3. Periodically inform all employees and prospective employees of their commitment to engage in affirmative action to increase employment opportunities for qualified disabled individuals.

4. Enlist the assistance and support of recruiting sources (including state employment security agencies, state vocational rehabilitation agencies or facilities, sheltered workshops, college placement officers, state education agencies, labor organizations and organization of or for disabled individuals of Goodland Construction Inc.'s commitment to provide meaningful employment opportunities to qualified disabled individuals.
5. Send written notification of the organization's policy to all employers, vendors and suppliers, requesting that they act in manner consistent with Goodland Construction Inc. policy on affirmative action.
6. Take positive steps to attract qualified disabled persons not currently in the workforce who have requisite skills and can recruited through affirmative action measures.

G. RESPONSIBILITY FOR DEVELOPMENT, IMPLEMENTATION, AND EXECUTION

1. Job Qualification requirements reviewed will be made available to all members of management involved in the recruitment, screening, selection, and promotion.
2. Goodland Construction Inc. will evaluate the total selection process including training and promotion to ensure freedom from stereotyping disabled persons in a manner, which limits their access to all jobs for which they are qualified.
3. Personnel involved in the recruiting, screening, selection, promotion, disciplinary, and related processes will receive training regarding Goodland Construction Inc.'s commitments to affirmative action.
4. Briefing sessions will be held, with representatives from recruiting sources. Arrangements will be made for referral of applicants, follow up with sources, and feedback on disposition of applicants.
5. Recruiting efforts at all schools will include special efforts to reach disabled students.

X. SUBCONTRACTOR RESPONSIBILITIES

Goodland Construction Inc. will notify subcontractors of their responsibilities under this plan and hold them accountable for compliance therewith.

XI. SIGNATURES

Goodland Construction Inc. agrees to carry out this Affirmative Action Plan.

Dated: 02/25/21



Jim Pokorny/Affirmative Action Officer



Attachment A

**Civil Rights/Equal Employment Opportunity/
DBE Program Requirements**

PART A SPECIFIED FEDERAL REQUIREMENTS

- 1. CIVIL RIGHTS REQUIREMENTS APPLICABLE TO THE CONTRACT** **BF-19**

PART B DISADVANTAGED BUSINESS ENTERPRISES PROGRAM REQUIREMENTS

- 1. DEFINITIONS** **BF-20**
2. OVERVIEW OF RTD'S DBE PROGRAM POLICY **BF-21**
3. GENERAL REQUIREMENTS **BF-21**
through BF-29

APPENDICES

A. Form of DBE Participation Report

B. DBE Enclosures/Checklist

- Enclosure 1A DBE Affidavit**
Enclosure 1B DBE Affidavit
Enclosure 2 Schedule of DBE Subcontractor Participation
Enclosure 3 Letter of Intent to Perform as a Subcontractor
Enclosure 4 Solicitation Statistics
Enclosure 5 Employer Certification of Workforce
Enclosure 6 Disadvantaged Business Outreach
Enclosure 7 DBE Unavailability Certification

PART A

SPECIFIED FEDERAL REQUIREMENTS

The Contractor shall perform its obligations and shall require each Subcontractor to perform its respective obligations under this Contract and the Subcontracts in accordance with, the following requirements. The Contractor shall insert this Part A, Attachment A and its enclosures (Civil Rights/WIN Requirements) into each Subcontract regardless of the tier.

1. CIVIL RIGHTS REQUIREMENTS APPLICABLE TO THE CONTRACT

1.1 CIVIL RIGHTS

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Contract:

Race, Color, Creed, National Origin, Sex- In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Contract. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Age- In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities- In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

**PART B
DISADVANTAGED BUSINESS ENTERPRISES
PROGRAM REQUIREMENTS**

1. DEFINITIONS

Unless the context requires otherwise, capitalized terms used in this Attachment A shall have the meanings given to them in the Instructions to Bidders. The following capitalized terms shall have the meanings set out below:

Contract Goal (DBE goal) means a goal determined by such factors as the type of work involved, the location of the work and the availability of the DBEs for the work of the particular contract.

Contractor means any Project Contractor that subcontracts with a DBE for performance of the Work, as applicable.

Commercially Useful Function occurs when a DBE firm is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved in substance as contemplated by the federal regulations codified at 49 CFR Part 26. The DBE firm must also be responsible for materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the materials itself.

Disadvantaged Business Enterprise (DBE) means each of the following:

- (a) that is at least 51% owned and controlled by one or more Socially and Economically Disadvantaged individuals or, in the case of a corporation, such individuals must own at least 51 percent of each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding; In the case of a partnership, 51 percent of each class of partnership interest must be owned by socially and economically disadvantaged individuals; In the case of a limited liability company, at least 51 percent of each class of member interest must be owned by socially and economically disadvantaged individuals;
 - (i) whose eligible principle(s) personal net worth does not exceed \$1,320,000. The personal net worth excludes the equity of the eligible principle's primary residence and the equity of the eligible principle's firm
 - (ii) whose average annual gross receipts for the past 3 years cannot exceed \$22.41 million
 - (iii) whose management and daily operations are controlled by one or more of the Socially and Economically Disadvantaged individuals who owns it; and
 - (iv) that is certified as a "Disadvantaged Business Enterprise" in the state's Unified Certification Program.

DBE Enclosures means the certificates and forms provided in Appendix B of this Attachment.

DBE Goals has the meaning given to it in Section 3.1 of this Attachment.

DBE Liaison means a representative of the Contractor with direct and independent access to the Contractor's project manager and/or chief operating officer. This can be a collateral duty. The DBE Liaison has management responsibility for implementing, managing and reporting on achievement of the DBE Goals, ensuring compliance with 49 CFR Part 26, communicating subcontracting, business development and supportive services activity at all tiers. The DBE liaison is also responsible for serving as the point of contact with RTD's Disadvantaged Business Office for all reporting, submission of properly completed forms/documents, and for responding to any compliance issues/matters.

DBE Participation Report has the meaning given to it in Section 3.10 of this Attachment.

Small Business Office or SBO means the RTD Department responsible for administering the DBE/SBE Programs.

2. OVERVIEW OF RTD'S DBE PROGRAM POLICY

- (a) RTD's policy is to ensure nondiscrimination in the award and administration of the District's construction contracts, professional service contracts, and in the procurement of common goods and services. The Contractor shall comply with and implement requirements of RTD's DBE Program and 49 CFR Part 26 in the award and administration of Subcontracts under this Agreement. The Contractor shall not discriminate on the basis of race, color, religion, national origin, sex, age, or disability in the performance of this Contract. The Contractor shall ensure that the nondiscrimination clause(s)/ flow-down provisions found in Section I be incorporated in all subcontract agreements regardless of tier. It is RTD's intention to create a level playing field on which DBE's can compete fairly for federally funded contracts. Failure by the Contractor to comply with or implement these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as RTD deems appropriate. RTD's commitment to the DBE Goals is not intended to and shall not be used as a justification to discriminate against any qualified company or group of companies.

Additionally:

- (i) The average annual gross receipts for the past 3 years cannot exceed \$22.41 million. This amount includes any affiliate businesses owned in whole or part by any applicant owner or stockholder regardless of their ownership interest.
- (ii) The personal net worth of the eligible principle(s) of a DBE firm must be less than \$1,320,000 (on an individual basis) - excluding the equity of the eligible principle's primary residence and the equity of the eligible principle's firm. At least 51% of the owners/stockholders must meet the personal net worth criteria for the business to be eligible. Applicants cannot transfer ownership solely for the purpose of qualifying for the DBE Program. If it comes to RTD's attention, that there has been a transfer of an owner's assets, RTD may request the certifying authority under the Colorado UCP to evaluate transfers of ownership within the past two years to determine compliance with the personal net worth requirements.
- (iii) To count a Disadvantaged business' participation toward the goal established for this contract, the proposed DBE(s) must be certified as a DBE(s) with the City and County of Denver or CDOT (Colorado UCP) under the NAICS code that coincides with the scope of work that they will execute in the project. The DBE firm must be certified as a DBE and perform a "commercially useful function" as defined in this Attachment. Prime contractors should also be sure that the DBE is certified as of the date that the City receives this bid/proposal unless some other time frame is required by the nature of the project delivery method, project duration or when the DBE is approved by RTD to be added to the Contractor's Schedule of Participation.

3. GENERAL REQUIREMENTS

3.1 DBE GOALS

- (a) Unless otherwise indicated in the Contract or an addendum to the Contract, for Invitations for Bids (IFB), the contract will be awarded to the lowest responsive and responsible bidder. For Request for Proposals (RFP) with best value criteria, the contract will be awarded to the responsive and responsible bidder/proposer or bidder/proposers who best meet the Evaluation Criteria, cost and other factors considered (including DBE Program requirements and DBE approach/strategy). A bidder/proposer who fails or refuses to complete and return the required enclosures to this Attachment will be deemed non-responsive. The specified DBE participation goal applies to all post selection negotiations. The contractor's commitment to the percentage of certified DBE utilization during the term of this contract will be stated in the DBE Affidavit (Enclosure 1A). All extensions, amendments, and options of the contract are subject to review by RTD's SBO. The SBO may determine that a modification may impact the Contractor's ability to comply with its initial commitment. However, a partial waiver of the goal will not be considered until

the end of the contract and the totality of the Contractor's compliance efforts are assessed to determine its ability to comply with the initial commitment. The SBO will evaluate all decisions to self-perform scopes of work where DBE availability was present, yet not solicited, not utilized or disregarded.

RTD has specified an **18%** DBE Participation goal. During the entire project duration, the Contractor shall ensure:

- (i) that at least 18% (calculated by Dollar value) of the Work be performed by DBEs. If this contract involves an alternative project delivery method or the project duration is multi-year, RTD may specify that certain percentages of participation be attributable to specific phases of the project. If that is the case, this section will reflect the additional requirements including the requirements associated with a DBE Plan/Program submission.

or

- (ii) demonstrate with satisfactory documentation that it has made good faith efforts to meet the DBE Goal, as applicable. Contractors failing to meet the specified DBE goal are required to submit DBE Unavailability Certification, in the form set out in the Attachment A (Enclosure 7: DBE Unavailability Certification) along with complete documentation of good faith efforts to meet the goal. Failure to provide complete documentation/detailed written explanations of good faith efforts will result in the bid/proposal being deemed non-responsive. Appendix A of 49 CFR Part 26 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. Additionally, bidders/proposers are required to solicit the support and assistance of RTD's SBO if they are unable to meet the DBE participation goal assigned to this contract.

Multi-Year and Design Build Project Requirements

To be considered a responsive bidder/proposer, when a DBE goal is specified for design-build projects, a bidder/proposer must meet the goal referred to in the bid specification by committing to meet the DBE participation goal for each phase of the design build process in its DBE Plan specifically identifying certified DBE firms that will be performing services or providing supplies in the first year of the design/build contract (in both the design and construction phases, as applicable) and Attachment A enclosures or make a good faith effort to attain the goal. The documentation evidencing good faith efforts shall be submitted with the bid/proposal. At a minimum, the bidder/proposer must identify the value of both the design and construction services to be spent during the first year (unless a greater timeframe is specified/required in the instructions to bidders/proposers).

- (a) The DBE participation goal applies to the total value of all work performed under the contract which includes the value of all change orders, amendments and modifications. Any partial waiver determination will be made at or near the conclusion of the contract when the totality of the circumstances can be taken into consideration and the Contractor's efforts can be objectively evaluated. Material supplies are credited for 60% of their contract value unless they are deemed to be a broker or transaction expeditor in which case only the fee or commission may be counted toward the goal (so long as the DBE is performing a commercially useful function). If it is determined that the DBE is not performing a commercially useful function, then no participation credit shall be attributable to their participation on the contract.
- (b) To count DBE participation toward the goal established for this contract, the proposed DBE(s) must be certified as a DBE(s) with the City and County of Denver or CDOT under the appropriate NAICS code that coincides with the scope of work that they will execute on the project/contract. Additionally, the DBE firm must be certified as a DBE and perform a "commercially useful function" as defined in this document.

3.2 JOINT VENTURES

- (a) A Joint Venture is an association of a DBE 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 DBE 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.

- (b) RTD will count toward its DBE goal a portion of the total dollar value of a contract with a joint venture equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward the DBE goal(s) and such services/supplies/NAICS codes are approved for DBE participation credit. The joint venture agreement **MUST** specify the services, dollar value, reporting structure and details of the DBEs performance **requirements associated with the percentage of the joint venture ownership.**

3.3 DBE Liaison

- (a) The Contractor shall designate a DBE Liaison who shall be responsible for the following:
- (i) day-to-day operational components of the DBE Program:
 - (ii) effectively responding to and reporting to the SBO on the status of any DBE contractor/supplier;
 - (iii) submitting executed DBE subcontracts/purchase orders and any subsequent material amendments thereto to the SBO within thirty (30) days of the Subcontractor Agreement Execution (however, no DBE shall commence any work or provide any material/supply without an executed subcontract/purchase order);
 - (iv) interfacing with the SBO regarding DBEs' issues and obtaining approvals for all DBE replacements, substitutions or terminations; and
 - (v) carrying out or implementing technical assistance activities so that the playing field is level for DBEs.
 - (vi) prepare, complete and submit all required compliance documentation, inclusive of subcontract agreements, schedule of participation enclosure, monthly payment forms
 - (vii) ensure all contractual requirements of the DBE program inclusive but not limited to prompt payment, termination/substitution/replacement/reduction of scope, changes, non-discrimination are complied with and in their subcontract agreements with all of their subcontractors regardless of tier
 - (viii) a representative of the Contractor having management responsibility for implementing, managing and reporting on achievement of the DBE Goals, communicating subcontracting, business development and supportive services activity at all tiers, ensuring compliance with the non-discrimination provisions and the affirmative action and equal employment opportunity provisions.
 - (ix) Monitoring lower tier subcontractors and suppliers to ensure that they comply with the DBE Program requirements and the DBE Plan submitted by the prime contractor.
 - (x) In lower value or shorter duration contracts, the DBE Liaison responsibilities may be a collateral responsibility.
 - (xi) The DBE Liaison shall submit a written monthly report detailing the activities and documentation of good faith efforts of the previous month as well as submitting DBE Participation Reports, all additional requested forms and shall schedule monthly meetings with the SBO to address any issues or concerns.

Flow-Down Provisions:

The Contractor must include the following provisions in their subcontract agreements with their DBE subcontractors as well as ensure that tiered-contractors comply with this Section and insert the provisions of this Section into all lower tiered subcontractor agreements: 3.4 prompt payment provisions, 3.5 DBE Removal/Termination/substitution/Reduction of Scope provisions, and 3.7 Changes provisions. The contractor will be required to submit to the RTD Small Business Office all DBE subcontracts/purchase orders within 30 days of the execution of its contract with RTD or issuance of the notice to proceed (whichever occurs first). However, in no event shall a DBE perform any service or procure any supply unless RTD's SBO has a copy of the executed subcontract agreement or purchase order.

3.4 PROMPT PAYMENT OF DBE SUBCONTRACTORS

(a) The Contractor shall ensure that:

- i. each Contractor shall pay its respective DBE Subcontractors any undisputed amount owed to such Subcontractor within 30 days of receipt of the subcontractor's receipt by such Contractor, regardless of whether such Contractor has been paid for such invoice by City;
- ii. approval of invoices is not unreasonably delayed and that invoices shall be either approved or rejected with written notice of deficiency or dispute to the payee DBE Subcontractor within ten days of receipt of invoice by the Contractor; and
- iii. each Contractor makes prompt and full payment of any retainage kept by such Contractor to its respective subcontractors DBE within 30 days after such DBE's work has been accepted and completed by Contractor, unless claim is filed against a subcontractor;
- iv. failure to comply with the above may give just cause to withhold payment from Contractor until payment to the subs is satisfied. Depending on extent of failure to comply with the above, such failure may also be construed to be a breach of contract.
- v. The Contractor shall ensure that tiered subcontractors comply with this Section and insert the provisions of this Section into all lower tiered subcontractor agreements.
- vi. Joint Check Utilization: A joint check is a two-party check between a DBE, a prime contractor and a regular dealer of materials/supplies. All joint check arrangements must be pre-approved by the SBO and must strictly adhere to the joint check requirements set forth in USDOT guidance regarding same. At a minimum, the request must be initiated by the DBE and remedy a financial hardship for a specific period of time. There are monthly reporting requirements that must be complied with in order to receive DBE participation credit. The SBO will closely monitor the use of joint checks to ensure that the independence of the DBE firm is not compromised. Joint check usage will not be approved merely for the convenience of the prime contractor.

3.5 DBE REMOVAL/TERMINATION/SUBSTITUTION/REDUCTION OF SCOPE FROM CONTRACT

(a) A Contractor must have good cause to remove/terminate/substitute/replace a DBE contractor and such removal/termination/substitution requires the consent and approval of RTD's SBO. This section also includes reductions to the DBEs scope of services and/or commitment values. No DBE subcontract may contain a "termination for convenience" clause/provision because any termination for convenience provision/clause is contrary to the objectives of this part. To initiate the termination, substitution, removal or replacement process with a DBE contractor/supplier (regardless of the tier), the Contractor or lower tier contractor/subcontractor must do the following:

- i. Before transmitting to RTD's SBO its request to terminate and/or substitute a DBE contractor, the contractor must give notice in writing to the DBE contractor and RTD SBO. The notice must include its request to terminate and/or substitute, replace and/or remove the DBE, the reason for the request and all documentation to support its claim. The Contractor must submit a copy of the

- notice and support documentation to RTD's SBO at the time the original letter is sent to the DBE contractor;
- ii. the Contractor must give the DBE contractor five (5) business days to respond to the notice and provide the SBO with reasons, if any, why it objects to the proposed termination of its DBE contract and why the SBO should not consent the Contractor's action;
 - iii. RTD's SBO will then open a formal investigation inclusive of review of all documentation, conduct interviews and site visits, if necessary. The Contractor carries the burden of proof to demonstrate good cause for the termination and/or substitution;
 - iv. If RTD's SBO determines the Contractor has good cause to terminate the /DBE firm, the SBO will provide written consent of /DBE removal and the requirements to substitute work to another DBE firm. If RTD's SBO finds that good cause does not exist to terminate the DBE firm, the SBO will provide a written denial of the request to terminate/replace the DBE contractor and will immediately request a corrective action plan from the Contractor.
 - v. For purposes of good cause to remove, replace, terminate or replace a DBE the following circumstances should exist: (1) failure or refusal to execute a written contract without good cause, (2) failure or refusal to perform the work of its subcontract in a way consistent with normal industry practice and the contractor has not acted in bad faith, (3) failure to meet the contractor's reasonable bonding or insurance requirements, (4) insolvency, bankruptcy or credit unworthiness that creates a risk for the contract, (5) ineligibility to work on the Department of Transportation and Infrastructure project because of suspension or debarment proceedings, (6) a determination that the DBE is not a responsible contractor, (7) voluntary withdrawal from the project by written notification that has been verified, (8) ineligibility to receive DBE participation credit for the type of work to be performed, (9) other documented good cause that compels the replacement of the DBE.
 - vi. If the contractor is approved to replace/remove/terminate the DBE, the contractor must make good faith efforts to replace the DBE with another certified DBE and shall not self-perform the work/services.
- (b) The Contractor shall ensure that tiered subcontractors comply with this Section and insert the provisions of this Section into all lower tiered subcontractor agreements, regardless of their certification status.

3.6 GOOD FAITH EFFORTS

- (a) To award a contract to a bidder/proposer that has failed to meet the DBE contract goals, the RTD SBO Manager will decide whether the contractor made a "good faith" effort to actively, effectively and aggressively seek DBEs to meet those goals prior to bid/proposal submission and in its commitments as set forth in their Schedule of Participation/the DBE Plan to continue its efforts to meet the DBE participation goals for subsequent phases of the project. Contractors are also responsible for collecting good faith effort documentation of all major non-DBE subcontractors/suppliers as part of their responsibility to implement the DBE Program.

The kinds of efforts that are considered demonstrative of a "good faith" effort include, but are not limited to, the following:

- i. Whether the contractor solicited through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- ii. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out

contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- iii. Whether the contractor provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - iv. Whether the contractor negotiated in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. The fact that a bidder may perform 100% of the work with its own workforce is not sufficient justification to fail to negotiate with DBEs or not to meet the DBE participation goal assigned to a project.
 - v. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - vi. Whether the contractor made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - vii. Whether the contractor made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - viii. Whether the contractor effectively used the services of available minority/women community organizations, contractors' groups and other organizations to provide assistance in the recruitment and placement of DBEs, including RTD's SBO.
 - ix. Whether other bidders/proposers on the procurement met the DBE goals and submitted an acceptable DBE Plan demonstrating compliance with the DBE Program requirements for a design-build project.
- (b) If, after reviewing the "good faith efforts" documentation submitted by the contractor, the RTD SBO Manager determines that "good faith efforts" were met, the contract will be recommended for award to the contractor. If the SBO Manager determines that the contractor failed to meet the "good faith efforts" requirements, the contractor will be informed in writing that their submittal was deemed non-responsive to the Attachment A requirements and will not be considered for contract award. The contractor may appeal the decision of the RTD SBO Manager to the Good Faith Efforts (GFE) Committee. If the contractor wishes to appeal, they must do so in writing to the RTD Senior Manager of Materials Management within 5 business days of being informed of the decision of the RTD SBO Manager that their submission was non-compliant.
- (c) If the decision of the SBO Manager is appealed in writing, within the 5 day submission window, the GFE Committee will review the documentation initially submitted by the contractor – and no other information - under this Section to decide whether the DBE requirements have been satisfied through "good faith efforts".
- (d) If the written appeal request is received after the 5 business day submission window, it will be disallowed and the determination of the RTD SBO Manager that the submission was non-compliant will stand.
- (e) If the GFE committee determines that "good faith efforts" were met, the contract will be recommended for award to the contractor. If the GFE Committee determines that the contractor has failed to meet the good faith effort requirements, the contractor will be informed in writing. The contractor has an opportunity for administrative reconsideration of the determination of the GFE committee. If the contractor requests administrative consideration, they must do so in writing to the RTD Senior Manager of Materials

Management within 5 business days of receiving the decision of the GFE Committee that their submission was non-compliant. If the written administrative consideration request is received after the 5 business day submission window, it will be disallowed and the determination of the GFE committee that the submission was non-compliant will stand.

- (f) The reconsideration official will be a member of RTD staff who did not take part in the initial “good faith” effort decision. The reconsideration official will review the documentation initially submitted – and no other information - under this Section to decide whether the DBE requirements have been satisfied through good faith efforts.
- (g) If the reconsideration official determines that “good faith” efforts were met, the contract will be recommended for award to the contractor. If the reconsideration official determines that the contractor has failed to meet the “good faith effort requirements, the contractor will be informed in writing. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

3.7 CHANGES

- (a) The DBE participation goal shall apply to the performance/dollar value of all obligations under this Contract, including any Changes, Modifications, Amendments and Change Orders whether initiated by the contractor or RTD. Post award requests for partial waivers may be considered by RTD’s SBO but a final determination shall not be rendered until the contract has been substantially completed and the Contractor lacks the ability to satisfy the DBE participation goal.
- (b) Changes to the value or scope of work committed to a DBE must be pre-approved by the SBO and must be for good cause as set forth in the termination, substitution, replacement provisions set forth in section 3.5 above.

3.8 REQUIREMENTS OF ATTACHMENT A ENCLOSURES

- (a) The Contractor must complete and return all applicable Enclosures in the forms set out in this Attachment with bid/proposal. All enclosures must also be submitted with the bid/proposal.
- (b) The Enclosure 2 Schedule of Participation enclosure subsequent to the award must be submitted with the addition of each identified DBE firm.
- (c) The Enclosure 3 Letter of Intent (LOI) enclosure subsequent to the award must be submitted with the addition of each identified DBE firm.
- (d) The Contractor completing the Attachment A Enclosures is advised to contact the RTD’s SBO at (303) 299-2111 if they have any questions or concerns prior to submitting bid/proposal documentation. Additional Attachment A documentation will not be accepted after the contractor submits their bid/proposal to the City.

As a condition of the award, the contractor must use those DBEs listed to perform the specific work items or supply the materials as committed in the Enclosure 2 Schedule of Participation and Enclosure 3 Letter(s) of Intent (LOI) and the contractor is not entitled to any payment for work or materials performed by its own or any other forces if the work or supplies were committed to a DBE, unless it receives prior written consent by RTD Small Business Office for a replacement of the DBE for good cause.

- (e) **Failure to return all required DBE Enclosures will result in your bid/proposal being deemed non-responsive. Modification of any Enclosure documentation will result in your bid/proposal being deemed non-responsive.**

Periodically, after award of the contract, RTD's SBO in conjunction with the contractor may determine that an enclosure is more beneficial with modifications or that an additional enclosure is necessary to more effectively report the status of DBE participation or performance and resolution of DBE concerns/issues. RTD has the right to ask for a modification. Such a revised enclosure shall be incorporated into contract as an additional requirement.

3.9 REPORTING, AUDITS, REVIEWS AND ORIENTATION REQUIREMENTS

- (a) The Contractor shall submit at least monthly, a DBE Participation Report in the form set out in Appendix A (Form of DBE Participation Report). The Contractor shall submit each completed DBE Participation Report to RTD's SBO.
- (b) The Contractor acknowledges that the SBO has the right to independently confirm the information contained in the submitted DBE Participation Reports by soliciting such information from each DBE Subcontractor as may be required to verify payments received, distribution of payments received, subcontracting practices, participation credit, and sharing of resources/personnel. The Contractor shall not attempt to dissuade any such DBE contractor from disclosing any such information or cooperating in any investigation initiated by the SBO.
- (c) The Contractor shall submit to RTD's SBO a Subcontractors Participation and Payment Form documenting all payments made to all DBEs and non-DBEs on a form provided/approved by RTD's SBO.
- (d) The DBE contractor shall submit to RTD's SBO a summary of payments received from its contractor, regardless of their lower tier, on a form approved by RTD's SBO.
- (e) The DBE contractor may be selected to participate in a commercially useful function review or a DBE compliance review before their contract can be closed by RTD. DBEs are required to fully cooperate with RTD's SBO or its designee in the compliance review process. The commercially useful function review process will be initiated with a request for documents relating to contract performance and management of the actual work performed on the contract. The scope and intensity of each commercially useful function review will depend on the specific facts and circumstances. The commercially useful function is purposed to verify the amount of DBE participation credit, to ensure that work is actually performed by the DBE consistent with the DBE Program requirements and/or to ensure that there is no activity engaged in by the DBE that would be inconsistent with the intent and objectives of the DBE Program. The commercially useful function review is more formal and will be initiated with an orientation/explanation process and closed out with a briefing and determination. The DBE contractor may be subjected to an informal compliance review by RTD's SBO or its designee with or without notice. The informal compliance review will generally be conducted at the work site where RTD actually observes and assesses the services/supplies being provided by the DBE.
- (f) The Contractor or any of its lower tier non-DBE subcontractors may be selected for a DBE compliance review to ensure that they are in compliance with the DBE Program requirements. This process will be initiated in a formal manner with written notice and instructions sent to the Contractor or its major subcontractor. The process will conclude with a close-out interview or debriefing where the Contractor or non-DBE firm will be given an opportunity to refute the determination or add to any corrective action requested by RTD. The contractor must cooperate with any DBE Program audit or compliance review. Failure to cooperate can result in part or all of the DBE participation credit being denied/removed from counting toward the DBE participation goal for the contract.
- (g) All DBEs are required to participate in the RTD's DBE Orientation Program if awarded an RTD contract, subcontract or purchase order before commencing work or providing supplies on this contract. Failure to participate in the DBE orientation program may result in a denial of DBE participation credit for the

project/contract. For good cause, the orientation may be delayed if pre-approved by RTD. DBEs may be required to repeat the orientation if there are changes to the DBE Program requirements, changes in the DBE regulations, changes in the DBE personnel, or if the DBE is experiencing challenges in complying with the reporting requirements.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TC "DBE Enclosure Checklist" \1 1

DBE CONTRACT REQUIREMENTS - DBE ENCLOSURE CHECKLIST

This checklist will help you verify that all the required enclosures are complete and submitted as required. Submit this checklist as the front page of your DBE Contract Requirements Enclosures. DBE Contract Requirements Enclosures are to be submitted with the bid/proposal. Failure to submit all completed Enclosures within the DBE Contract Requirements may result in your proposal being deemed Non-Responsive. Modification of any DBE Contract Requirements Enclosures prior to the official award of the contract will result in your proposal being deemed Non-Responsive. Inconsistencies within the following Enclosures: Enclosure 1A, Enclosure 1B, Enclosure 2 and Enclosure 3 may also result in your proposal being deemed Non-Responsive. All Enclosures must be submitted with the bid/proposal. If you have any questions concerning the completion of any of the Enclosures, please contact RTD's SBO main office at (303) 299-2111, unless otherwise specified in the bid/proposal that all questions must be submitted through RTD designated Procurement Officer.

The following Enclosures (Enclosure 1A through Enclosure 7) must be submitted with your bid or proposal as a matter of responsiveness.

Enclosure 1A: DBE Affidavit

This form must be completed, signed and notarized by all Prime Contractors, whether DBE or not, to acknowledge the percentage of DBE utilization and DBE Goal commitment in this project.

Enclosure 1B: DBE Prime Affidavit

This form must be completed, notarized and signed only if the bidder/proposer is a DBE submitting a proposal/bid as a Prime Contractor. This form, if applicable, must be submitted with a current DBE certification letter(s) from the Colorado UCP to affirm DBE status.

Enclosure 2: Schedule of DBE Participation

This form must be submitted by all bidders/proposers including DBE prime Contractors. This form must include a list of DBEs that the bidder/proposer intends to do business with if awarded this contract. It must contain the following information: names and addresses of certified DBE firms, the scope of work they are to perform in this contract, the applicable NAICS codes (found in their DBE certification with Colorado UCP) that coincides with the scope of work they will be performing in this contract, their projected start and finish date for work in this project as well as the dollar value of each proposed certified DBE contract. Subsequent to the award of the contract, the prime Contractor will be responsible for revising the initial Schedule of DBE Participation any time a new DBE is added to the project. The prime Contractor must also submit a copy of the DBE certification letter to RTD SBO with any new DBE(s) added to the project. RTD will only accept and approve new DBE(s) that are currently certified with the City and County of Denver or CDOT (Colorado UCP) under the NAICS code that coincides with the scope of work that they will execute in this project. The DBE firms listed on this schedule of DBE Participation cannot be terminated, substituted nor do we allow reduction of work without the final approval of RTD SBO. This form must be signed by the proposer/bidder. Subsequent to the award of this contract, the prime Contractor must submit this form with each additional new DBEs added to this contract.

Enclosure 3: Letter of Intent to Perform as a DBE Subcontractor

This form must be submitted by all bidders/proposers. It must contain the following information: names and addresses of each individual certified DBE firm listed on the DBE Schedule of Participation, the scope of work the DBE is expected to perform in this contract, the applicable NAICS codes (found in their DBE certification with Colorado UCP) that coincides with the scope of work the DBE will be performing in this contract, the DBE's projected start and finish date for work in this project and the dollar value for the

proposed certified DBE contract. This form must be signed by both the proposer/bidder and the DBE subcontractor. Subsequent to the award of this contract, the prime Contractor must submit this form with each additional new DBEs added to this contract.

Enclosure 4: Solicitation Statistics

This form is for statistical purposes only. All bidders/proposers along with all their proposed subcontractors, DBEs and non-DBEs must complete this form.

Enclosure 5: Employer Certification of Workforce

This form defines the make-up of the company's workforce broken down by job categories, race and gender. This must be completed by every bidder/proposer as well as their subcontractors.

Enclosure 6: Disadvantaged Business Outreach

This form provides current outreach program information for contracted prime and subcontractors.

Enclosure 7: Unavailability Certification

Bidders/proposers that did not meet the specified DBE Goal identified in this bid/proposal or were only able to meet part of the DBE Goal in this bid/proposal are required to complete this form. In addition to this form, bidders/proposers are required to document and submit adequate and sufficient good faith efforts as required under 49 CFR Part 26.53. If the DBE Goal is met or exceeded by the bidder/proposer, please indicate N/A.

Enclosures 8-11 will track prompt payment and retainage to DBEs and non-DBEs. Please note that Failure to comply with the prompt payment provisions of DBE subcontractors and non-DBE subcontractors may give RTD just cause to impose one or more of the following penalties, until the required payment(s) to the Contractor's subcontractor(s) is satisfied, unless RTD has given prior written approval to the Contractor for the delay or postponement of payment(s): (1) withhold payments to the Contractor; (2) assess sanctions against the Contractor; (3) assess the DBE and non-DBE subcontractor's indirect or consequential damages against the Contractor; (4) disqualify the Contractor from future bidding on RTD contracts as *non-responsible*; (5) enforce the payment bond against the Contractor; (6) pay the DBE and non-DBE subcontractor(s) directly and deduct this amount from any retainage owed to the Contractor; (7) *provide notice of default to the Contractor, stating the potential for termination or suspension of the Contract, in whole or in part*; (8) issue a stop-work order until the DBE subcontractor(s) is paid, which order shall constitute an unauthorized delay under the Contract that could result in liquidated damages against the Contractor. Unless approved by RTD, the Contractor's failure to comply with this Section is a material breach of the Contract;

The following Enclosures (Enclosure 8 through Enclosure 11) must be submitted to the RTD SBO compliance Officer assigned to this project on a monthly basis after the award of the contract.

Form E Monthly DBE Participation Report

After the award of this contract, on a monthly basis, Contractor/s must submit to RTD SBO a report of its payments to its DBE subcontractors, using Form E. This form must be submitted monthly by all prime Contractors throughout the entire duration of the contract. The Contractor shall also ensure that its DBE subcontractors at every tier submit a monthly report of their receipt of payments from the Contractor, using

Form E-2. **This form will not be required to be submitted with your bid/proposal.** If you are selected as the successful bidder/proposer, you will be instructed and advised as to whom within the RTD SBO you will be submitting this report on a monthly basis.

[] Form E-2 Monthly DBE Participation/Payment Report

After the award of this contract, on a monthly basis, the DBE subcontractor at every tier must submit to RTD SBO a report of its receipt of payments from the Contractor, using Form E-2. **This form will not be required to be submitted with your bid/proposal.** If you are selected as the successful bidder/proposer, you will be instructed and advised as to whom within the RTD SBO your DBE subcontractor will be submitting this report to on a monthly basis.

[] Form F Monthly Non-DBE Subcontractor Report

After the award of this contract, on a monthly basis, Contractor/s must submit to RTD SBO a report of its payments to its non-DBE subcontractors, using Form F. This form must be submitted monthly by all prime Contractors throughout the entire duration of the contract. The Contractor shall also ensure that its non-DBE subcontractors at every tier submit a monthly report of their receipt of payments from the Contractor, using Form F-2. **This form will not be required to be submitted with your bid/proposal.** If you are selected as the successful bidder/proposer, you will be instructed and advised as to whom within the RTD SBO you will be submitting this report on a monthly basis.

[] Form F-2 Monthly Non-DBE Subcontractor Payment Report

After the award of this contract, on a monthly basis, the non-DBE subcontractor at every tier must submit to RTD SBO a report of its receipt of payments from the Contractor, using Form F-2. **This form will not be required to be submitted with your bid/proposal.** If you are selected as the successful bidder/proposer, you will be instructed and advised as to whom within the RTD SBO your non-DBE subcontractor will be submitting this report to on a monthly basis.

APPENDIX B- DBE ENCLOSURES
ENCLOSURE 1A- DBE AFFIDAVIT

THIS PAGE MUST BE COMPLETED BY ALL PRIME PROPOSERS/BIDDERS TO INDICATE THEIR PERCENTAGE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION COMMITMENT.

RTD has specified a 18 % DBE Participation goal on this project.

THIS BIDDER-PROPOSER IS COMMITTED TO MEETING 18 % - DBE (Disadvantaged Business Enterprise) PARTICIPATION IN THIS CONTRACT.

Per 49 CFR Part 26 bidders/proposers must make adequate good faith efforts to meet this goal in order to be deemed as a responsive and responsible bidder. Award of the contract will be conditioned on meeting the requirements of this section.

The undersigned Contractor hereby agrees and understands that they must comply with their DBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this DBE Contract Requirements.

Business Name: GOODLAND CONSTRUCTION, INC.

Contact Name: BEN WORLAND

Address: 760 NILE ST

City, State, ZIP: GOLDEN, CO 80401

Phone: 303-278-8100 Fax: 303-278-0231

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF GOODLAND CONSTRUCTION, INC. TO MAKE THIS AFFIDAVIT.

(Name of Business Entity)

02/25/21 BEN WORLAND VICE PRESIDENT
(Date) (Affiant Print Name) (Title)

[Signature]
(Affiant's Signature)

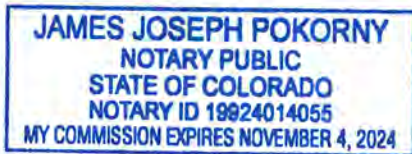
State of COLORADO

City and County of JEFFERSON

On this 25 day of FEB, 2021, before me, the undersigned officer, personally appeared BEN WORLAND, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.
My Commission Expires: NOV 4, 2024

(Notary Public) (SEAL)



**APPENDIX B- DBE ENCLOSURES
ENCLOSURE 1B- DBE AFFIDAVIT**

THIS PAGE MUST BE COMPLETED BY THE DISADVANTAGED BUSINESS ENTERPRISE PRIME CONTRACTOR (PROPOSER/BIDDER)

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title)

And duly authorized representative of (the firm of) _____
(Name of Corporation or Joint Venture)

whose address is _____

(Telephone No.)

I hereby declare and affirm that I am a Disadvantaged Business Enterprise (DBE) and am certified as of the date that the RTD receives this bid/proposal and as defined by the Regional Transportation District in DBE Contract Requirements for

_____ and that I will provide information and/or the
(Contract number and name)

certification to document this fact with this enclosure.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

(Date) (Affiant Print Name) (Title)

(Affiant's Signature)

State of _____

City and County of _____

On this _____ day of _____, before me, the

Undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: _____

(Notary Public) (SEAL)

APPENDIX B – DBE ENCLOSURES
ENCLOSURE 2 – SCHEDULE OF [DBE] PARTICIPATION

NAME OF CONTRACTOR: GOODLAND CONSTRUCTION, INC.

RTD Contract No. 2018-PROJMSTR-0000358

Total Proposed Contract Cost: US \$ \$1,921,315.05

DBE FIRM NAME	ADDRESS	TYPE OF WORK (ELECTRICAL, PAVING, ETC.) AND CONTRACT ITEMS OR PART THEREOF TO BE PERFORMED	NAICS code(s)	PROJECTED START & COMPLETION DATES FOR DBE	AGREED PRICE TO BE PAID TO DBE (ANTICIPATED)
ITCS	LOVELAND	TRAFFIC CONTROL		4/30/21 TO 8/25/21	\$130,000.00
TRP LOGISTICS	BENNETT	TRUCKING		4/30/21 TO 8/25/21	\$24,000.00
METRO PAVERS	DENVER	HMA		4/30/21 TO 8/25/21	\$194,878.57

1. Please list all DBEs involved on the contract including the Prime Contractor if it is a DBE. All DBEs listed on this enclosure must be properly certified under the NAICS code(s) that coincides with the scope of work they will execute in this project. Work performed by DBEs for which they are not certified to perform will not count towards the DBE participation and commitments. A current DBE certification for each listed DBE recorded on this schedule from the Colorado UCP (City and County of Denver or CDOT) must accompany this enclosure. Failure to provide proof of current DBE certification for any or all listed DBEs will eliminate such listed DBE's participation, and work performed by such DBE will not count towards satisfaction of the DBE participation and commitments. If additional pages are required to list all contracted DBEs, photocopy this enclosure as required to make a complete list.

2. Contracts with DBEs for materials or supplies will be counted toward the DBE Goal as follows:
- (i) Materials or supplies obtained from a DBE manufacturer will be counted at 100% toward the DBE Goal;
 - (ii) Materials or supplies obtained from a DBE regular dealer will be counted at 60% toward the DBE Goal. Please refer to 49 CFR §26.55 for specifics with respect to how DBE participation is counted toward DBE Goal; and
 - (iii) Materials or supplies obtained from a DBE broker firm only fees/commission will be counted toward the DBE Goal.

Contractor must submit copies of all DBE subcontracts, purchase orders or change orders within 30 Days of execution of the notice to proceed. There may be exceptions to Design Build contracts, multi-year contracts and other alternative method contracts as DBEs are added throughout the course of the contracts and in some instances at different phases of the contract. DBE subs should not commence any work on this project without an executed subcontract agreement or purchase order. Failure to submit a copy of the subcontract agreement with a DBE sub to RTD may result in RTD not counting DBE participation towards the DBE Goal.

GOODLAND CONSTRUCTION, INC

 02/25/2021

NAME OF CONTRACTOR

SIGNATURE OF CONTRACTOR & DATE

APPENDIX B, ENCLOSURE 3 - LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR

Contract No.

The undersigned Contractor intends to engage the undersigned DBE to perform work in connection with the Project pursuant to a contract (the DBE Contract) between the Contractor and the DBE as [check one]:

an individual a corporation
 a partnership a joint venture

The DBE status of the undersigned DBE is confirmed on the attached schedule of DBE participation and represents a company that is certified as of the date on which the DBE Contract is executed.

TYPE OF WORK AND CONTRACT ITEMS OR PART THEREOF TO BE PERFORMED	NAICS Codes	Projected Commencement Date	Projected Completion Date	Agreed Price to be Paid to DBE
TRAFFIC CONTROL		04/30/21	08/25/21	\$130,000.00

_____% of the Dollar value of the DBE Contract will be sublet and/or awarded to non-DBE Contractors and/or non-DBE suppliers. The undersigned Proposer and the undersigned DBE will enter into the DBE Contract for the above work conditioned upon the Proposer's execution of the Contract with RTD.

GOODLAND CONSTRUCTION, INC. INNOVATIVE TRAFFIC CONTROL SPECIALIST, INC.
 NAME OF CONTRACTOR NAME OF DBE FIRM

BEN WORLAND
 OWNER REPRESENTATIVE

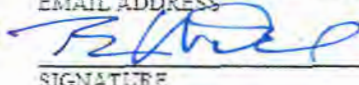
DAVID PINCKNEY
 OWNER REPRESENTATIVE

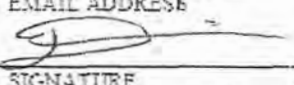
760 NILE ST. GOLDEN, CO 80401
 ADDRESS

4104 W. EISENHOWER BLVD LOVELAND, CO
 ADDRESS 80537

BEN@GOODLANDCONSTRUCTION.COM
 EMAIL ADDRESS

pinckney@itcsdenver.com
 EMAIL ADDRESS





SIGNATURE
 VICE PRES. 02/25/21
 TITLE DATE

SIGNATURE
 Owner/VP 2/24/21
 TITLE DATE

APPENDIX B. ENCLOSURE 4 – SOLICITATION STATISTICS

RTD is required to create and maintain bidder statistics for all firms bidding on prime contracts and bidding or quoting Subcontracts on USDOT-assisted projects per 49 CFR Part 26.11. The Contractor is required to make copies of this form, send a copy with its initial contact to each Subcontractor (whether DBE or non-DBE) and require each Subcontractor to return a completed form with its Subcontract bid to the Contractor. The Contractor must submit all completed forms with each submission of DBE Enclosures to the SBO.

Firm Name:

Firm Address (Office Reporting):

Status as a DBE or Non-DBE (check one):


DBE Non-DBE

Annual Gross Receipts of the Firm: (check one):

U.S. \$0 to U.S. \$500,000 U.S. \$500,000 to U.S. \$1,000,000 U.S. \$1 Million to U.S. \$5 Million

U.S. \$5 Million to U.S. \$10 Million U.S. \$10 Million to U.S. \$25.98 Million Above U.S. \$25.98 Million

Age of the firm: 9 years

Signature: 

Name: DAVID P. MCKINLEY
Title: OWNER / V.P.

Date: 2/24/21

Appendix B, Enclosure 5 EMPLOYER CERTIFICATION OF WORKFORCE

Company Name INNOVATIVE TRAFFIC CONTROL SPECIALIST
 Contract # _____

Date: 2/24/21
 Contract Name: _____

Job Categories	Total Employees in Establishment			M = Male								F = Female				
	Total Employees Including Minorities	Total Male Employees Including Minorities	Total Female Employees Including Minorities	Black Americans		Hispanic Americans		Native Americans		Asian-Pacific Americans		Subcontinent Asian Americans		Other		
				M	F	M	F	M	F	M	F	M	F	M	F	
Officials & Managers	2	1	1	1/2				1/2								1
Professionals	1	1														
Technicians	5	2	3			1										
Sales																
Office & Clerical/Admin Support																
Craft Workers (skilled)	3	3														
Operatives (semi-skilled)	1	1				1										
Service & Maintenance																
Service Workers																
TOTAL																

APPENDIX B, ENCLOSURE 3 - LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR

Contract No.

The undersigned Contractor intends to engage the undersigned DBE to perform work in connection with the Project pursuant to a contract (the DBE Contract) between the Contractor and the DBE as [check one]:

an individual a corporation
 a partnership a joint venture

The DBE status of the undersigned DBE is confirmed on the attached schedule of DBE participation and represents a company that is certified as of the date on which the DBE Contract is executed.

TYPE OF WORK AND CONTRACT ITEMS OR PART THEREOF TO BE PERFORMED	NAICS Codes	Projected Commencement Date	Projected Completion Date	Agreed Price to be Paid to DBE
TRUCKING Broker	425120	04/30/21	08/25/21	24,000.00
TRANSPORTATION MGMT	541614			
AGENT SHIPPING	488510			

_____% of the Dollar value of the DBE Contract will be sublet and/or awarded to non-DBE Contractors and/or non-DBE suppliers. The undersigned Proposer and the undersigned DBE will enter into the DBE Contract for the above work conditioned upon the Proposer's execution of the Contract with RTD.

GOODLAND CONSTRUCTION, INC. TRP LOGISTICS LLC.

NAME OF CONTRACTOR

NAME OF DBE FIRM

BEN WORLAND

MICHELL LEWIS

OWNER/REPRESENTATIVE

OWNER/REPRESENTATIVE

760 NILE ST GOLDEN, CO 80401

1229 W. NEVADA PL

ADDRESS

ADDRESS

BEN@GOODLANDCONSTRUCTION.COM ADMIN@TRPLOG.COM

EMAIL ADDRESS

EMAIL ADDRESS

SIGNATURE

SIGNATURE

VICE PRES 02/25/21

PRESIDENT 2-25-21

TITLE

DATE

TITLE

DATE

APPENDIX B, ENCLOSURE 4 - SOLICITATION STATISTICS

RTD is required to create and maintain bidder statistics for all firms bidding on prime contracts and bidding or quoting Subcontracts on USDOT-assisted projects per 49 CFR Part 26.11. The Contractor is required to make copies of this form, send a copy with its initial contact to each Subcontractor (whether DBE or non-DBE) and require each Subcontractor to return a completed form with its Subcontract bid to the Contractor. The Contractor must submit all completed forms with each submission of DBE Enclosures to the SBO.

Firm Name: TRP LOGISTICS, LLC

Firm Address (Office Reporting):

1229 W. NEVADA PL
DENVER, CO 80223

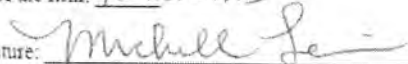
Status as a DBE or Non-DBE (check one):

DBE Non-DBE

Annual Gross Receipts of the Firm: (check one):

U.S. \$0 to U.S. \$500,000 U.S. \$500,000 to U.S. \$1,000,000 U.S. \$1 Million to U.S. \$5 Million
U.S. \$5 Million to U.S. \$10 Million U.S. \$10 Million to U.S. \$23.98 Million Above U.S. \$23.98 Million

Age of the firm: 12 MONTHS

Signature: 
Name: MICHELL LEWIS
Title: PRESIDENT

Date: 2-25-2021

Appendix B, Enclosure 5 EMPLOYER CERTIFICATION OF WORKFORCE

Company Name TRP Logistics LLC

Date: 02-25-2021

Contract # _____

Contract Name: _____

Job Categories	Total Employees in Establishment			M = Male								F = Female				
	Total Employees Including Minorities	Total Male Employees Including Minorities	Total Female Employees Including Minorities	Black Americans		Hispanic Americans		Native Americans		Asian-Pacific Americans		Subcontinent Asian Americans		Other		
				M	F	M	F	M	F	M	F	M	F	M	F	
Officials & Managers	3		3						1							2
Professionals																
Technicians																
Sales																
Office & Clerical/Admin Support	1		1													1
Craft Workers (skilled)																
Operatives (semi-skilled)																
Service & Maintenance																
Service Workers																
TOTAL	4	0	4	0	0	0	0	0	1	0	0	0	0	0	0	3

APPENDIX B, ENCLOSURE 4 – SOLICITATION STATISTICS

RTD is required to create and maintain bidder statistics for all firms bidding on prime contracts and bidding or quoting Subcontracts on USDOT-assisted projects per 49 CFR Part 26.11. The Contractor is required to make copies of this form, send a copy with its initial contact to each Subcontractor (whether DBE or non-DBE) and require each Subcontractor to return a completed form with its Subcontract bid to the Contractor. The Contractor must submit all completed forms with each submission of DBE Enclosures to the SBO.

Firm Name: Metro Pavers Inc.

Firm Address (Office Reporting):

Po Box 601
Henderson, Co 80640

Status as a DBE or Non-DBE (check one):

DBE Non-DBE

Annual Gross Receipts of the Firm: (check one):

U.S. \$0 to U.S. \$500,000 U.S. \$500,000 to U.S. \$1,000,000 U.S. \$1 Million to U.S. \$5 Million
U.S. \$5 Million to U.S. \$10 Million U.S. \$10 Million to U.S. \$23.98 Million Above U.S. \$23.98 Million

Age of the firm: 46

Signature: Electronic Chad Anema

Name: Secretary
Title:

Date: 2 24 21

Appendix B, Enclosure 5 EMPLOYER CERTIFICATION OF WORKFORCECompany Name Metro Pavers, IncDate: 2 24 21

Contract # _____

Contract Name: Chad Anema

Job Categories	Total Employees in Establishment			M = Male								F = Female				
	Total Employees Including Minorities	Total Male Employees Including Minorities	Total Female Employees Including Minorities	Black Americans		Hispanic Americans		Native Americans		Asian-Pacific Americans		Subcontinent Asian Americans		Other		
				M	F	M	F	M	F	M	F	M	F	M	F	
Officials & Managers	20	15	5				1								15	4
Professionals																
Technicians																
Sales																
Office & Clerical/Admin Support																
Craft Workers (skilled)	10	10				10										
Operatives (semi-skilled)	40	40				40										
Service & Maintenance	15	15				15										
Service Workers																
TOTAL	85	80	5			65	1								154	

APPENDIX B, ENCLOSURE 4 – SOLICITATION STATISTICS

RTD is required to create and maintain bidder statistics for all firms bidding on prime contracts and bidding or quoting Subcontracts on USDOT-assisted projects per 49 CFR Part 26.11. The Contractor is required to make copies of this form, send a copy with its initial contact to each Subcontractor (whether DBE or non-DBE) and require each Subcontractor to return a completed form with its Subcontract bid to the Contractor. The Contractor must submit all completed forms with each submission of DBE Enclosures to the SBO.

Firm Name: GOODLAND CONSTRUCTION, INC.

Firm Address (Office Reporting):

760 NILE ST.
GOLDEN, CO 80401

Status as a DBE or Non-DBE (check one):

DBE Non-DBE

Annual Gross Receipts of the Firm: (check one):

U.S. \$0 to U.S. \$500,000 U.S. \$500,000 to U.S. \$1,000,000 U.S. \$1 Million to U.S. \$5 Million

U.S. \$5 Million to U.S. \$10 Million U.S. \$10 Million to U.S. \$23.98 Million Above U.S. \$23.98 Million

Age of the firm: 25 YEARS

Signature: 
Name: BEN WORLAND
Title: VICE PRSIDENT

Date: 02/25/21



Appendix B, Enclosure 5 EMPLOYER CERTIFICATION OF WORKFORCECompany Name GOODLAND CONSTRUCTION, INC.Date: 02/25/21Contract # 2018-PROJMSTR-0000358Contract Name: 48TH AVE TOD IMPROVEMENTS

Job Categories	Total Employees in Establishment			M = Male								F = Female			
	Total Employees Including Minorities	Total Male Employees Including Minorities	Total Female Employees Including Minorities	Black Americans		Hispanic Americans		Native Americans		Asian-Pacific Americans		Subcontinent Asian Americans		Other	
				M	F	M	F	M	F	M	F	M	F	M	F
Officials & Managers	2	2													
Professionals	3	2	1			X									X
Technicians	0														
Sales	0														
Office & Clerical/Admin Support	2	0	2												X
Craft Workers (skilled)	40	40				X									
Operatives (semi-skilled)	0														
Service & Maintenance	4	4													
Service Workers	0														
TOTAL	51	48	3												

DESCRIPTION OF JOB CATEGORIES

Officials and Managers – Occupations requiring administrative personnel who set board policies, exercise full responsibility for execution of these policies, and individual departments or special phases of the operations.

Professionals – Occupations requiring either college education or experience of such kind and amount as to provide a comparable background.

Technicians – Occupations requiring a combination of specific scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training.

Sales – Occupations engaging wholly or primarily in selling.

Office and clerical – Includes all clerical-type work, regardless of level of difficulty, where the activities are predominately non-manual though some manual work directly involved with altering or transporting the products is included.

Craft Worker (skilled) – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercises considerable independent judgment and usually requires an extensive period of training.

Operatives (semi-skilled) – Workers who operate machines or processing equipment or perform other factory-related duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Laborers (unskilled) – Workers in manual occupations which generally require no special training perform rudimentary duties that may be learned in a few days and require the application of little or no independent judgment.

Service Workers – Workers in both protective and unprotective service occupations.

RACE/ETHNIC IDENTIFICATION

White (not Hispanic origin) – All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East

Black Americans (not Hispanic origin) – All persons having origins in any of the Black racial groups of Africa

Hispanic Americans – All persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race

Asian-Pacific Americans – All persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong

Subcontinent Asian Americans – All persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka

Native American – All persons having origins in any of the original peoples of North America, including American Indians, Eskimos, Aleuts, or Native Hawaiians

APPENDIX B – DBE ENCLOSURES

ENCLOSURE 6 – DISADVANTAGED BUSINESS OUTREACH

As part of RTD's ongoing outreach activities to the Denver metro Disadvantaged business community, it is our goal to identify and to establish a relationship with the Disadvantaged business outreach programs sponsored by the prime and subcontractors we partner with.

The prime and all contracted subcontractors are requested to provide the following information pertaining to their current DBE outreach efforts – additional sheets may be used if necessary:

RTD Contract Name and Number: 2018-PROJMSTR-0000358

Contract No. **202057316**

Bidder/Proposer:

GOODLAND CONSTRUCTION, INC.

Subcontractor – if applicable:

Disadvantaged Business Outreach Contact (if none, list contact for the Contract):

JIM POKORNY

Phone: 303-591-6309

Fax: 303-278-0231

Email: GLC@GOODLANDCONSTRUCTION.COM

Website: WWW.GOODLANDCONSTRUCTION.COM

Currently Sponsored Disadvantaged Business Outreach Activities:

WE CALLED AND EMAILED LOCAL DBE FIRMS TO SEE IF THEY HAVE INTEREST IN THE PROEJECT

How can RTD assist you in your current Disadvantaged business outreach efforts?

RTD COULD SUPPLY US WITH DBE CONTRACTORS THAT WOULD BE POTENTIALLY USE WITH THE SCOPE OUTLINED IN THIS BID.

Would you be interested becoming involved in current and future RTD-sponsored outreach activities and committees:

Yes No

If so, how? _____

▪ Solicited the following DBEs

Date Contacted	Name of DBE Firm	Contact Person	Phone #	Work Category

▪ Followed up with initial contacts

Date	Name of DBE	Phone #	Bidding (Yes or No)	Additional Comments

▪ Contacted the following other agencies, organizations in recruitment of DBE including RTD:

Date	Organization	Phone #

As shown by the documentation provided to RTD, we feel that we have made good faith effort to attain the DBE Goals.

Signature: _____

Date: _____

SAMPLE* ENCLOSURE 9 - FORM E-2 - MONTHLY DBE PARTICIPATION/PAYMENT REPORT *SAMPLE*

DENVER REGIONAL TRANSPORTATION DISTRICT



**FORM E-2
MONTHLY DBE PARTICIPATION/PAYMENT REPORT**

PRIME CONTRACTOR:

Name of Firm: _____
 Address: _____
 Contact Person: _____
 Telephone: _____

CONTRACT INFORMATION:

Report for Month of: _____
 Contract Reference #: _____
 Contract Name: _____
 Date Executed: _____

SUBCONTRACT INFORMATION:

Services Purchase Order No. / Task Order No.	Original Subcontract Amount	Change Order Amount (+/-)	Change Order Date	Current Subcontract Amount	Billed This Month	Payments Received This Month	Total Payments Received	% Work Complete
								#DIV/0!
Total	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	

INVOICES PAST DUE:

Invoice Date	Reference No.	No. Days Past Due	Amount

DBE/SBE SUBCONTRACTOR:

Name of Firm: _____
 Address: _____
 Contact Person: _____
 Title: _____
 Telephone: _____
 Email Address: _____
 Certification #: _____
 Signature: _____

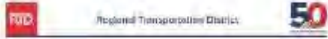
COMMENTS:

SEND COMPLETED FORM TO:
 Regional Transportation District - 1660 Blake Street, Bldg. 201, Denver, CO 80202-3137
 If you need assistance in filling out this form, please the Small Business Opportunity Office at
 (303) 259-2111

**Please state if you leased/rented any equipment, or utilized employees of the prime and/or an affiliate firm during this period.*

Attn: Alexis Serrano

SAMPLE* ENCLOSURE 10 - FORM F - MONTHLY NON-DBE SUBCONTRACTOR REPORT *SAMPLE*



FORM F - MONTHLY NON-DBE SUBCONTRACTOR REPORT

CONTRACT INFORMATION:

Original Contract Amount:
Original Order Value:
Final Contract Value:
Total Payments Received to Date:
Start Date:
Completion Date:

Name and Address of Prime Contractor:

Name and Address of Supplier:
City, State, ZIP:
Project No. Month of:
Contract Number:

Table with 14 columns: Name of Subcontractor, Project Title, Paid To Date, Paid To Date (Contract), Paid To Date (Change Order), Paid To Date (Change Order), Paid To Date (Change Order), Paid To Date (Change Order), Paid To Date (Change Order), Paid To Date (Change Order), Paid To Date (Change Order), Paid To Date (Change Order), Paid To Date (Change Order), Paid To Date (Change Order), Paid To Date (Change Order).

Grand Total:

Signature:
Printed Name:
Date:
By signing this form, I hereby declare on behalf of the contractor that the information presented is true, accurate, and complete.

This report must be submitted on or before the 5th of each month for the previous reporting month.
FORM F - MONTHLY NON-DBE SUBCONTRACTOR REPORT
By General Provisions Section 0101.4, Section 0101.4.1, Section 0101.4.2, Section 0101.4.3, Section 0101.4.4, Section 0101.4.5, Section 0101.4.6, Section 0101.4.7, Section 0101.4.8, Section 0101.4.9, Section 0101.4.10, Section 0101.4.11, Section 0101.4.12, Section 0101.4.13, Section 0101.4.14, Section 0101.4.15, Section 0101.4.16, Section 0101.4.17, Section 0101.4.18, Section 0101.4.19, Section 0101.4.20, Section 0101.4.21, Section 0101.4.22, Section 0101.4.23, Section 0101.4.24, Section 0101.4.25, Section 0101.4.26, Section 0101.4.27, Section 0101.4.28, Section 0101.4.29, Section 0101.4.30, Section 0101.4.31, Section 0101.4.32, Section 0101.4.33, Section 0101.4.34, Section 0101.4.35, Section 0101.4.36, Section 0101.4.37, Section 0101.4.38, Section 0101.4.39, Section 0101.4.40, Section 0101.4.41, Section 0101.4.42, Section 0101.4.43, Section 0101.4.44, Section 0101.4.45, Section 0101.4.46, Section 0101.4.47, Section 0101.4.48, Section 0101.4.49, Section 0101.4.50, Section 0101.4.51, Section 0101.4.52, Section 0101.4.53, Section 0101.4.54, Section 0101.4.55, Section 0101.4.56, Section 0101.4.57, Section 0101.4.58, Section 0101.4.59, Section 0101.4.60, Section 0101.4.61, Section 0101.4.62, Section 0101.4.63, Section 0101.4.64, Section 0101.4.65, Section 0101.4.66, Section 0101.4.67, Section 0101.4.68, Section 0101.4.69, Section 0101.4.70, Section 0101.4.71, Section 0101.4.72, Section 0101.4.73, Section 0101.4.74, Section 0101.4.75, Section 0101.4.76, Section 0101.4.77, Section 0101.4.78, Section 0101.4.79, Section 0101.4.80, Section 0101.4.81, Section 0101.4.82, Section 0101.4.83, Section 0101.4.84, Section 0101.4.85, Section 0101.4.86, Section 0101.4.87, Section 0101.4.88, Section 0101.4.89, Section 0101.4.90, Section 0101.4.91, Section 0101.4.92, Section 0101.4.93, Section 0101.4.94, Section 0101.4.95, Section 0101.4.96, Section 0101.4.97, Section 0101.4.98, Section 0101.4.99, Section 0101.4.100.

Attn: Compliance Officer

SAMPLE* ENCLOSURE 11 - FORM F-2 - MONTHLY NON-DBE SUBCONTRACTOR PAYMENT REPORT *SAMPLE*

DENVER REGIONAL TRANSPORTATION DISTRICT



Regional Transportation District



**FORM F-2
MONTHLY NON-DBE SUBCONTRACTOR PAYMENT REPORT**

PRIME CONTRACTOR:

Name of Firm: _____
 Address: _____
 Contact Person: _____
 Telephone: _____

CONTRACT INFORMATION:

Report for Month of: _____
 Contract Reference #: _____
 Contract Name: _____
 Date Executed: _____

SUBCONTRACT INFORMATION:

Services Purchase Order No. Task Order No.	Original Subcontract Amount	Change Order Amount (+/-)	Change Order Date	Current Subcontract Amount	Billed This Month	Payments Received This Month	Total Payments Received	% Work Complete
								#DIV/0!
Total	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	

OUTSTANDING INVOICES:

Invoice Date	Reference No.	No. Days Past Due	Amount

SUBCONTRACTOR SUBMITTING THE FORM:

Name of Firm: _____
 Address: _____
 Contact Person: _____
 Title: _____
 Telephone: _____
 Email Address: _____
 Certification #: _____
 Signature: _____

COMMENTS:

SEND COMPLETED FORM TO:
 Regional Transportation District - 1500 Blake Street, 8th Floor, Denver, Colorado 80202
 If the field assistance in filling out this form, please the small business opportunity line at
 (303) 269-2111

Attn: Compliance Officer's Name

Certifications

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the bidder is providing the certification set out below.
2. The inability of a person to provide the certification required will not necessarily result in denial of participation in this covered transaction. The bidder shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with RTD's determination whether to enter into this covered transaction. However, failure of the bidder to furnish a certification or an explanation shall disqualify such person from participation in this covered transaction.
3. This certification is a material representation of fact upon which reliance is placed when RTD determines to enter into this covered transaction. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RTD may terminate this covered transaction for cause or default. This certification concerns a matter which may be within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.
4. The bidder shall provide immediate written notice to RTD if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549 and 12689. You may contact RTD for assistance in obtaining a copy of those regulations (2 C.F.R. part 180, and supplemented by 2 C.F.R. part 1200).
6. The bidder agrees by submitting this bidder that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by RTD.
7. The bidder further agrees by submitting this bidder that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by RTD, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless the participant in the covered transaction knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the System for Award Management.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized by RTD, as provided herein, if a participant in this covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in a covered transaction, in addition to other remedies available to the Federal Government, RTD may terminate this covered transaction for cause or default.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND
OTHER RESPONSIBILITY MATTERS**

- A. The bidder certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and
 4. Have not within a three-year period preceding this certification had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this bidder.

Bidder Name GOODLAND CONSTRUCTION, INC.

Date: 02/25/21

By: BEN WORLAND , VICE PRESIDENT
Name and Title of Authorized Representative


Signature of Authorized Representative

Certification of Compliance with
Prohibition Against Employment of Illegal Aliens

Pursuant to C.R.S. §§ 8-17.5-101 *et seq.* and in accordance with that provision of this Contract entitled Prohibition Against Employment of Illegal Aliens:

I, the undersigned, a duly authorized representative of Contractor, certify that, at the time of this Certification:

1. The Contractor does not knowingly employ or contract with an illegal alien who will perform Work under this Contract; and
2. The Contractor will participate in the E-Verify Program or the Department Program, as those terms are defined in C.R.S. §8-17.5-101, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract.

NAME OF CONTRACTOR: GOODLAND CONSTRUCTION, INC. (please print)

Solicitation or Contract No. 202057316

FOR CONTRACTOR:



Signature

02/25/21

Date

BEN WORLAND

Name (please print)

VICE PRESIDENT

Title (please print)

**PROHIBITION ON EMPLOYMENT OF ILLEGAL ALIENS
TERMS AND CONDITIONS**

A. RTD may not enter into or renew a public contract for services with a contractor that knowingly employs or contracts with an illegal alien to perform work under the contract or that knowingly contracts with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under the contract.

B. This Contract is a "Public Contract for Services" under C.R.S. § 8-17.5-101, and the Contractor affirms that:

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform Work under this Contract.
2. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or the Department Program, as those terms are defined in C.R.S. § 8-17.5-101.

C. If the Contractor participates in the Department Program, the following shall apply:

1. The Contractor shall notify RTD of participation in the Department Program and shall comply with C.R.S. § 8-17.5-102(c) and any other requirements of the Department Program.
2. The Contractor shall, within 20 days after hiring an employee who is newly hired for employment to perform Work under this Contract, affirm that the Contractor has examined the legal work status of such employee, retained copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation to RTD.
3. The Contractor consents to Department of Labor and Employment audits conducted in accordance with C.R.S. § 8-17.5-102(5)(C)(III).

D. The Contractor shall provide RTD, prior to execution of this Contract, with certification that the Contractor complies with paragraphs (B)(1) and (B)(2) of this Article.

E. The Contractor shall require in each contract with a subcontractor performing Work under this Contract a certification that the subcontractor shall not knowingly employ or contract with any illegal aliens for the performance of Work under this Contract. The Contractor shall not enter into a contract with a subcontractor that fails to provide such certification. If the Contractor obtains actual knowledge that a subcontractor performing Work under this Contract knowingly employs or contracts with illegal alien(s), the Contractor shall:

1. Notify the subcontractor and RTD within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with illegal alien(s); and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required in paragraph E.1. of this Article the subcontractor does not stop employing or contracting with the illegal alien(s), except that the Contractor shall not terminate the

contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with illegal alien(s).

F. The Contractor shall cooperate with and comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5) relating to the Contractor’s compliance with this Contract or any other Public Contract for Services.

G. The Contractor is prohibited from using and shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Contract is being performed.

H. If the Contractor violates any provision contained in this Article, RTD may terminate the Contract for default. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to RTD.

CERTIFICATION REGARDING LOBBYING

The undersigned, BEN WORLAND, VICE PRESIDENT certifies, to the best of his or her knowledge and belief, that:


(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The bidder, GOODLAND CONSTRUCTION, INC., certifies or affirms the truthfulness and accuracy of each statement of this certification. In addition, the bidder understands and agrees that the provisions of 31 U.S.C.A. 3801, et seq., apply to this certification.

 Signature of Bidder's Authorized Official

BEN WORLAND, V.P. Name and Title of Bidder's Authorized Official

02/25/21 Date

BUY AMERICA CERTIFICATION

Certification Requirement for Procurement of Steel, Iron, or Manufactured Products

The Contractor must complete either the Certificate of Compliance or Certificate of Non-Compliance below.

Certificate of Compliance with 49 USC 5323(j)(1)

The Contractor certifies that it will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date: 02/25/21

Signature: 

Company Name: GOODLAND CONSTRUCTION, INC.

Title: VICE PRESIDENT

Certificate of Non-Compliance with 49 USC 5323(j)(1)

The Contractor certifies that it cannot comply with the requirements of 49 USC 5323(j)(1) and 49 CFR 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE REQUIREMENTS

(a) Organizational conflict of interest means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to RTD, or the person's objectivity in performing the Work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) Each firm responding to the hard bid shall provide the statement described in paragraph (c). This requirement will apply individually to any of the firm's consultants or lower-tier subcontractors that also furnish Work in performance of the Contract to be awarded.

(c) The statement must contain the following:

(1) Name of the firm and the number of the hard bid in question.

(2) The name, address, telephone number, and federal taxpayer identification number, if applicable, of the firm.

(3) A description of the nature of the Work rendered by or to be rendered on the Contract or related to the Contract.

(4) A statement of any past (within the past 12 months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the Contract. For contractual interests, such statement must include the name, address, and telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the firm who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to RTD or any other client respecting the same subject matter of the hard bid or directly relating to such subject matter. The client and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests, enough information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the Contract.


(5) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the Work to be provided in connection with the Contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the Contract or related to the Contract has been communicated as part of the statement required by section (c).

(d) Failure of a firm to provide the required statement may result in the firm being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

The bidder is is not aware of any information bearing on the existence of any potential organizational conflict of interest as described in the Disclosure Requirements on the previous page.

If the bidder is aware of information bearing on whether a potential conflict may exist, the bidder shall provide a disclosure statement describing this information as described in the Disclosure Requirements on the previous page.

Signature  _____
Title VICE PRESIDENT
Date 02/25/21

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE

Addenda

Contract Number: 202057316

48th Avenue TOD Improvements Brighton to
York

January 6, 2021

CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

CONTRACT NO. 202057316
PROJECT NAME: 48th Avenue TOD Improvements Brighton to York

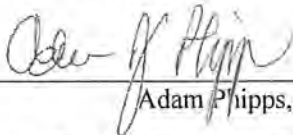
ADDENDUM NO. 1 TO CONTRACT DOCUMENTS
DATE OF ADDENDUM: 2/16/2021

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

TECHNICAL SPECIFICATIONS/DRAWINGS REVISIONS, CHANGES, OR ADDITIONS:

- Attachment #1 – Geotechnical Report
- Attachment #2 – Materials Management Plan
- Attachment #3 – Revisions to the Technical Specifications and Drawings that will need to be swapped out with the corresponding page number or sheet number provided.
- Attachment #4: Red-lined Statement of Quantities that has revised item #210 Connect to Existing Storm Sewer. **Use only as a reference.** The Bid Worksheet on QuestCDN has been updated to reflect this change.

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



 Adam Phipps, City Engineer
 February 17, 2021

 Date

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



 Contractor
 2/25/21

 Date

ADDENDUM NO. 1

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE

Bid Documents Package

Contract Number: 202057316

48th Avenue TOD Improvements Brighton to
York

January 6, 2021

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

TABLE OF CONTENTS FOR CONTRACT DOCUMENTS

<u>BID FORM AND SUBMITTAL PACKAGE</u>	<u>PAGE</u>
Bid Form and Submittal Package (returned separately and incorporated as part of these contract documents)	
Table of Contents	BF-1
Bidder's Checklist.....	BF-2
Bid Form and Submittal Package Acknowledgment Form.....	BF-4
Bid Form.....	BF-7
Bid Bond.....	BF-12
Diversity and Inclusiveness in City Solicitations Form.....	BF-13
Contents Page.....	BF-18
Part A Specified Federal Requirements.....	BF-19
Part B DBE Program Requirements	BF-20
Enclosure 1A - DBE Affidavit.....	BF-33
Enclosure 1B - DBE Affidavit	BF-34
Enclosure 2 - Schedule of [DBE] Participation.....	BF-35
Enclosure 3 - Letter of Intent to Perform as a DBE Subcontractor	BF-36
Enclosure 4 - Solicitation Statistics	BF-37
Enclosure 5 - Employer Certification of Workforce.....	BF-38
Enclosure 6 - Disadvantage Business Outreach	BF-40
Enclosure 7 - DBE Unavailability Certification.....	BF-41
Enclosure 8 - Form E - Monthly DBE Participation Report	BF-43
Enclosure 9 - Form E-2 - Monthly DBE Participation/Payment Report.....	BF-44
Enclosure 10 - Form F - Monthly Non-DBE Subcontractor Report.....	BF-45
Enclosure 11 - Form F-2 - Monthly Non-DBE Subcontractor Payment Report	BF-46
Certifications	BF-47
Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.....	BF-47
Certification of Compliance with Prohibition Against Employment of Illegal Aliens.....	BF-49
Prohibition on Employment of Illegal Aliens	BF-50
Certification Regarding Lobbying.....	BF-52
Buy America Certification	BF-53
Organizational Conflict of Interest Disclosure Requirements.....	BF-54
 <u>BID DOCUMENTS</u>	
Table of Contents	BDP-1
Statement of Quantities.....	SQ-1
Notice of Invitation for Bids	BDP-3
Instructions to Bidders	BDP-5
Equal Employment Opportunity Provisions	BDP-23
Appendix A.....	BDP-27
Appendix F.....	BDP-29
Contract Form	BDP-39
Index of the General Contract Conditions	BDP-44
Special Contract Conditions.....	BDP-49
Performance and Payment Bond Form	BDP-58
Performance and Payment Bond Surety Authorization letter (Sample)	BDP-60

Notice to Apparent Low Bidder (Sample)BDP-61
Notice to Proceed (Sample)BDP-63
Contractor's Certification of Payment (Sample).....BDP-64
Certificate of Contract Release (Sample).....BDP-65
Federal Requirements (Federal Transit Administration/Regional Transportation District).....BDP-66
Prevailing Wage Rate Schedule.....5 Pages
Technical Specifications.....68 Pages
Contract Drawings.....86 Pages
Environmental Report.....164 Pages

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
201	Clearing and Grubbing	1	LS
202	Removal of Tree	3	EA
202	Removal of Wood Fence	90	LF
203	Removal of Gate	1	EA
202	Removal of Sidewalk	47	SY
202	Removal of Concrete Pavers	5	SY
202	Removal of Curb	104	LF
202	Removal of Curb and Gutter	221	LF
202	Removal of Curb Ramp	5	SY
202	Removal of Manhole	7	EA
202	Removal of Pipe	1,449	LF
202	Removal of Inlet	17	EA
202	Removal of Asphalt Mat	4,400	SY
202	Removal of Wall	46	LF
203	Removal of Concrete Steps	4	SF
202	Removal of Concrete Pavement	49	SY
203	Embankment Material (Complete in Place)	218	CY
203	Potholing	41	EA
208	Inlet Protection	570	LF
208	Silt Fence	1,355	LF
208	Erosion Control Management	120	DAY
210	Reset Mailbox	1	EA

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
210	Reset Ground Sign	11	EA
210	Reset Valve	1	EA
210	Adjust Manhole	5	EA
210	Adjust Valve Box	18	EA
210	Connect to Existing Storm Sewer	12	EA
250	Environmental Health and Safety Management	1	LS
250	Health and Safety Officer	100	HR
250	Monitoring Technician	100	HR
250	Materials Sampling and Delivery	1	EA
250	Materials Handling (Stockpile)	50	CY
250	Solid Waste Disposal	50	CY
304	Aggregate Base Course (Class 6)(6 Inch)	1,116	TON
403	Mill and Overlay (2" Depth)	285	TON
403	Hot Mix Asphalt (Grading SX)(75)(PG-64-22)	513	TON
403	Hot Mix Asphalt (Grading S)(75)(PG58-28)	1,241	TON
412	Concrete Pavement (9 Inch)	323	SY
603	15" Reinforced Concrete Pipe (Complete In Place)	599	LF
603	18" Reinforced Concrete Pipe (Complete In Place)	408	LF
603	24" Reinforced Concrete Pipe (Complete In Place)	522	LF
603	36" Reinforced Concrete Pipe (Complete In Place)	191	LF
604	Inlet Type 16 Combo Single	1	EA
604	Inlet Type 16 Combo Double	3	EA

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
604	Inlet Type 14 Single	6	EA
604	Inlet Type 14 Double	8	EA
604	Inlet Type 14 Triple	3	EA
604	Storm Sewer Standard Manhole (4' I.D.)	15	EA
604	Storm Sewer Standard Manhole (5' I.D.)	2	EA
607	Fence - 6' Wooden	90	LF
608	Concrete Sidewalk (4 Inch)	813	SY
608	Concrete Curb Ramp	177	SY
608	Detectable Warnings	170	SF
609	Concrete Curb and Gutter Type 2 (Section II-B)	1,505	LF
614	Steel Sign Support (2 Inch Round) (Post)	9	LF
412	Concrete Pavement (11 Inch)	86	SY
608	Concrete Sidewalk (6 Inch)	45	SY
614	Sign Panel (Class 1)	2	SF
614	Steel Sign Support (2 Inch Round) (Post)	9	LF
203	Fine Grading, Site Prep	24,000	SF
207	Imported Topsoil	56	CY
212	Soil Amendment	3,003	SF
212	Soil Testing	1	EA
213	Cobblestone Bed	2,517	SF
213	Wood Mulch	3,003	SF
213	Steel Edging	700	LF

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
213	Rock Chip Bed	8,569	SF
214	1 Year Maintenance	1	LS
608	Landscaping concrete – 6” depth	56	SY
625	Construction Surveying	1	LS
626	Mobilization	1	LS
630	Construction Traffic Control	1	LS
700	F/A Minor Contract Revisions	1	F/A

CITY AND COUNTY OF DENVER

**NOTICE FOR INVITATION FOR BIDS
FOR CONTRACT NO. 202057316**

48TH AVENUE TOD IMPROVEMENTS BRIGHTON TO YORK

**BID SCHEDULE:
10:00 a.m., Local Time
February 25, 2021**

Bids will be received and accepted via the online electronic bid service, www.QuestCDN.com. Bids must be submitted via QuestCDN no later than **February 25, 2021 at 10:00 a.m.** To access the electronic bid form, download the file and click 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:

This project consists of work on 48th Avenue between Brighton Boulevard and Claude Court. Work includes building sidewalk and adjacent landscaping along the south side of the street, removing and placing pipe, manholes, and inlets on the storm drain trunk line and laterals, performing mill and overlay on the north side of the street, and full depth paving on the south side of the street.

ESTIMATED CONSTRUCTION COST:

The estimated cost of construction for this project is between \$1,270,000.00 and \$1,550,000.00.

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 per download, reference eBid Document Number #7469573. 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 **11:00 a.m.**, local time, on **January 26, 2021**. The teleconference call-in number and conference ID can be found on the project page at www.work4denver.com.

DEADLINE TO SUBMIT QUESTIONS: February 10, 2021 by 10:00 a.m. local time.

PREQUALIFICATION REQUIREMENTS:

Each bidder must be prequalified in category **1A HEAVY CIVIL** at or above the **\$1,500,000.00** monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the response due date. Applications must be submitted via email to doti.prequal@denvergov.org. To view the Rules and Regulations and to obtain a prequalification application, please visit our website at www.denvergov.org/prequalification.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

Federally-funded construction, reconstruction, remodeling, and professional design services contracts made and entered into by the City and County of Denver are subject to Federal Statutes and Regulations regarding Disadvantaged Business Enterprise participation and all Disadvantaged Business Enterprises Utilization.

The RTD Small Business Office is authorized to establish project goals for expenditures on construction, reconstruction and remodeling and professional design services work let by the City and County of Denver for this project. The specific goal for this project is:

18% Disadvantaged Business Enterprise (DBE)

The project goal must be met with certified participants as set forth in 49 CFR Part 26. For compliance with good faith effort requirements, as set forth in Part 26, the DBE solicitation level required for this project is 100% of the City and Denver's certified DBE's and 100% of the State of Colorado's Department of Transportation (CDOT's) certified DBE's.

The Director of the Division of Small Business Opportunity urges all participants in the construction, reconstruction, remodeling, and professional design services projects not to discriminate against women and minorities or any other persons and to assist in achieving these goals.

MISCELLANEOUS:

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

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

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

Publication Dates: January 6, 7, 8, 2021
Published In: The Daily Journal

If applicable, a shortened version of this Notice of Invitation for Bids and the Statement of Quantities can be viewed on the City and County of Denver website at: www.work4denver.com

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

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

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

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

IB-7 ONLY ONE BID ACCEPTED

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

IB-8 BID GUARANTEE

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

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

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

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

IB-9 SITE INSPECTION AND INVESTIGATIONS

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

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

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

IB-10 INCONSISTENCIES

Any seeming inconsistencies or ambiguities between different provisions of the Contract Documents or any point which the bidder believes requires a decision or interpretation by the City must be inquired into by the bidder by addressing a formal written communication to the Manager of 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 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 non-responsive and may constitute cause for rejection.

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

IB-18 EXECUTION OF CONTRACT

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

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

IB-19 BONDING REQUIREMENTS

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

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

IB-20 INSURANCE REQUIREMENTS

The minimum insurance requirements for this Contract are set forth in the Special Conditions Section of the Contract Documents. Bidders are urged to consider, in preparing a bid hereunder, that each condition, requirement or specification set forth in the form certificate must be complied with by the Contractor and all subcontractors performing Work on the Project, unless such requirements are specifically accepted in writing by the City's Risk Management 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 WAGE RATE REQUIREMENTS

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

Date bid or proposal issuance was advertised **January 6, 2021**.

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.

IB-23 PAYMENT OF CITY MINIMUM WAGE

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

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

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

IB-24 TAX REQUIREMENTS

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

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

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

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

IB-25 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

Using the “Diversity and Inclusiveness in City Solicitations Information Request Form” provided please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service and provide the additional information requested on the form. The information provided on the “Diversity and Inclusiveness in City Solicitations Information

Request Form” will provide an opportunity for City contractors to describe their own diversity and inclusiveness practices. Contractors are not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor’s current practices, if any.

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

IB-26 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

1. DEFINITIONS

Unless the context requires otherwise, capitalized terms used in Attachment A shall have the meanings given to them below. However, if there is a conflict, the definitions in this section shall prevail. In addition, the following capitalized terms shall have the meanings set out below:

Contract Goal (DBE goal) means a goal determined by such factors as the type of work involved, the location of the work and the availability of the DBEs for the work of the particular contract.

Contractor means any Project Contractor that subcontracts with a DBE for performance of the Work, as applicable.

Commercially Useful Function occurs when a DBE firm is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved in substance as contemplated by the federal regulations codified at 49 CFR Part 26. The DBE firm must also be responsible for materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the materials itself.

Disadvantaged Business Enterprise (DBE) means each of the following:

(a) that is at least 51% owned and controlled by one or more Socially and Economically Disadvantaged individuals or, in the case of a corporation, such individuals must own at least 51 percent of each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding; In the case of a partnership, 51 percent of each class of partnership interest must be owned by socially and economically disadvantaged individuals; In the case of a limited liability company, at least 51 percent of each class of member interest must be owned by socially and economically disadvantaged individuals;

- (i) whose eligible principle(s) personal net worth does not exceed \$1,320,000. The personal net worth excludes the equity of the eligible principle’s primary residence and the equity of the eligible principle’s firm
- (ii) whose average annual gross receipts for the past 3 years cannot exceed \$22.41 million
- (iii) whose management and daily operations are controlled by one or more of the Socially and Economically Disadvantaged individuals who owns it; and
- (iv) that is certified as a “Disadvantaged Business Enterprise” in the state’s Unified Certification Program.

DBE Enclosures means the certificates and forms provided in Appendix B of Attachment A.

DBE Goals has the meaning given to it in Section 3.1 of Attachment A.

DBE Liaison means a representative of the Contractor with direct and independent access to the Contractor’s project manager and/or chief operating officer. This can be a collateral duty. The DBE Liaison has management responsibility for implementing, managing and reporting on achievement of the DBE Goals, ensuring compliance

with 49 CFR Part 26, communicating subcontracting, business development and supportive services activity at all tiers. The DBE liaison is also responsible for serving as the point of contact with RTD's Disadvantaged Business Office for all reporting, submission of properly completed forms/documents, and for responding to any compliance issues/matters.

DBE Participation Report has the meaning given to it in Section 3.10 of Attachment A.

Small Business Office or **SBO** means the RTD Department responsible for administering the DBE/SBE Programs.

2. OVERVIEW OF RTD'S DBE PROGRAM POLICY

(a) RTD's policy is to ensure nondiscrimination in the award and administration of the District's construction contracts, professional service contracts, and in the procurement of common goods and services. The Contractor shall comply with and implement requirements of RTD's DBE Program and 49 CFR Part 26 in the award and administration of Subcontracts under this Agreement. The Contractor shall not discriminate on the basis of race, color, religion, national origin, sex, age, or disability in the performance of this Contract. The Contractor shall ensure that the nondiscrimination clause(s)/ flow-down provisions found in Section I be incorporated in all subcontract agreements regardless of tier. It is RTD's intention to create a level playing field on which DBE's can compete fairly for federally funded contracts. Failure by the Contractor to comply with or implement these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as RTD deems appropriate. RTD's commitment to the DBE Goals is not intended to and shall not be used as a justification to discriminate against any qualified company or group of companies.

Additionally:

(i) The average annual gross receipts for the past 3 years cannot exceed \$22.41 million. This amount includes any affiliate businesses owned in whole or part by any applicant owner or stockholder regardless of their ownership interest.

(ii) The personal net worth of the eligible principle(s) of a DBE firm must be less than \$1,320,000 (on an individual basis) - excluding the equity of the eligible principle's primary residence and the equity of the eligible principle's firm. At least 51% of the owners/stockholders must meet the personal net worth criteria for the business to be eligible. Applicants cannot transfer ownership solely for the purpose of qualifying for the DBE Program. If it comes to RTD's attention, that there has been a transfer of an owner's assets, RTD may request the certifying authority under the Colorado UCP to evaluate transfers of ownership within the past two years to determine compliance with the personal net worth requirements.

(iii) To count a Disadvantaged business' participation toward the goal established for this contract, the proposed DBE(s) must be certified as a DBE(s) with the City and County of Denver or CDOT (Colorado UCP) under the NAICS code that coincides with the scope of work that they will execute in the project. The DBE firm must be certified as a DBE and perform a "commercially useful function" as defined in Attachment A. Prime contractors should also be sure that the DBE is certified as of the date that RTD receives this bid/proposal unless some other time frame is required by the nature of the project delivery method, project duration or when the DBE is approved by RTD to be added to the Contractor's Schedule of Participation.

3. GENERAL REQUIREMENTS

3.1 DBE GOALS

(a) Unless otherwise indicated in the Contract or an addendum to the Contract, for Invitations for Bids (IFB), the contract will be awarded to the lowest responsive and responsible bidder. For Request for Proposals (RFP) with best value criteria, the contract will be awarded to the responsive and responsible proposer or

proposers who best meet the Evaluation Criteria, cost and other factors considered (including DBE Program requirements and DBE approach/strategy). A bidder/proposer who fails or refuses to complete and return the required enclosures to Attachment A will be deemed non-responsive. The specified DBE participation goal applies to all post selection negotiations. The contractor's commitment to the percentage of certified DBE utilization during the term of this contract will be stated in the DBE Affidavit (Enclosure 1A). All extensions, amendments, and options of the contract are subject to review by RTD's SBO. The SBO may determine that a modification may impact the Contractor's ability to comply with its initial commitment. However, a partial waiver of the goal will not be considered until the end of the contract and the totality of the Contractor's compliance efforts are assessed to determine its ability to comply with the initial commitment. The SBO will evaluate all decisions to self-perform scopes of work where DBE availability was present, yet not solicited, not utilized or disregarded.

RTD has specified an **18%** DBE Participation goal. During the entire project duration, the Contractor shall ensure:

(i) that at least 18% (calculated by Dollar value) of the Work be performed by DBEs. If this contract involves an alternative project delivery method or the project duration is multi-year, RTD may specify that certain percentages of participation be attributable to specific phases of the project. If that is the case, this section will reflect the additional requirements including the requirements associated with a DBE Plan/Program submission.

or

(ii) demonstrate with satisfactory documentation that it has made good faith efforts to meet the DBE Goal, as applicable. Contractors failing to meet the specified DBE goal are required to submit DBE Unavailability Certification, in the form set out in Attachment A (Enclosure 7: DBE Unavailability Certification) along with complete documentation of good faith efforts to meet the goal. Failure to provide complete documentation/detailed written explanations of good faith efforts will result in the bid/proposal being deemed non-responsive. Appendix A of 49 CFR Part 26 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. Additionally, bidders/proposers are required to solicit the support and assistance of RTD's SBO if they are unable to meet the DBE participation goal assigned to this contract.

Multi-Year and Design Build Project Requirements

To be considered a responsive bidder/proposer, when a DBE goal is specified for design-build projects, a bidder/proposer must meet the goal referred to in the bid specification by committing to meet the DBE participation goal for each phase of the design build process in its DBE Plan specifically identifying certified DBE firms that will be performing services or providing supplies in the first year of the design/build contract (in both the design and construction phases, as applicable) and Attachment A enclosures or make a good faith effort to attain the goal. The documentation evidencing good faith efforts shall be submitted with the bid/proposal. At a minimum, the bidder/proposer must identify the value of both the design and construction services to be spent during the first year (unless a greater timeframe is specified/required in the instructions to bidders/proposers).

- (a) The DBE participation goal applies to the total value of all work performed under the contract which includes the value of all change orders, amendments and modifications. Any partial waiver determination will be made at or near the conclusion of the contract when the totality of the circumstances can be taken into consideration and the Contractor's efforts can be objectively evaluated. Material supplies are credited for 60% of their contract value unless they are deemed to be a broker or transaction expediter in which case only the fee or commission may be counted toward the goal (so long as the DBE is performing a commercially useful function). If it is determined that the DBE is not performing a commercially useful function, then no participation credit shall be attributable to their participation on the contract.
- (b) To count DBE participation toward the goal established for this contract, the proposed DBE(s) must be certified as a DBE(s) with the City and County of Denver or CDOT under the appropriate NAICS code that

coincides with the scope of work that they will execute on the project/contract. Additionally, the DBE firm must be certified as a DBE and perform a “commercially useful function” as defined in Attachment A.

3.2 JOINT VENTURES

- (a) A Joint Venture is an association of a DBE 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 DBE 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.
- (b) RTD will count toward its DBE goal a portion of the total dollar value of a contract with a joint venture equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward the DBE goal(s) and such services/supplies/NAICS codes are approved for DBE participation credit. The joint venture agreement MUST specify the services, dollar value, reporting structure and details of the DBEs performance requirements associated with the percentage of the joint venture ownership.

3.3 DBE LIAISON

- (a) The Contractor shall designate a DBE Liaison who shall be responsible for the following:
 - (i) day-to-day operational components of the DBE Program:
 - (ii) effectively responding to and reporting to the SBO on the status of any DBE contractor/supplier;
 - (iii) submitting executed DBE subcontracts/purchase orders and any subsequent material amendments thereto to the SBO within thirty (30) days of the Subcontractor Agreement Execution (however, no DBE shall commence any work or provide any material/supply without an executed subcontract/purchase order);
 - (iv) interfacing with the SBO regarding DBEs’ issues and obtaining approvals for all DBE replacements, substitutions or terminations; and
 - (v) carrying out or implementing technical assistance activities so that the playing field is level for DBEs.
 - (vi) prepare, complete and submit all required compliance documentation, inclusive of subcontract agreements, schedule of participation enclosure, monthly payment forms;
 - (vii) ensure all contractual requirements of the DBE program inclusive but not limited to prompt payment, termination/substitution/replacement/reduction of scope, changes, non-discrimination are complied with and in their subcontract agreements with all of their subcontractors regardless of tier
 - (viii) a representative of the Contractor having management responsibility for implementing, managing and reporting on achievement of the DBE Goals, communicating subcontracting, business development and supportive services activity at all tiers, ensuring compliance with the non-discrimination provisions and the affirmative action and equal employment opportunity provisions.
 - (ix) Monitoring lower tier subcontractors and suppliers to ensure that they comply with the DBE Program requirements and the DBE Plan submitted by the prime contractor.
 - (x) In lower value or shorter duration contracts, the DBE Liaison responsibilities may be a collateral responsibility.
 - (xi) The DBE Liaison shall submit a written monthly report detailing the activities and documentation of good faith efforts of the previous month as well as submitting DBE Participation Reports, all additional requested forms and shall schedule monthly meetings with the SBO to address any issues or concerns.

Flow-Down Provisions:

The Contractor must include the following provisions in their subcontract agreements with their DBE subcontractors as well as ensure that tiered-contractors comply with this Section and insert the provisions of this Section into all lower tiered subcontractor agreements: 3.4 prompt payment provisions, 3.5 DBE Removal/Termination/substitution/Reduction of Scope provisions, and 3.7 Changes provisions. The contractor will be required to submit to the RTD Small Business Office all DBE subcontracts/purchase orders within 30 days of the execution of its contract with RTD or issuance of the notice to proceed (whichever occurs first). However, in no event shall a DBE perform any service or procure any supply unless RTD's SBO has a copy of the executed subcontract agreement or purchase order.

3.4 PROMPT PAYMENT OF DBE SUBCONTRACTORS

(a) The Contractor shall ensure that:

- (i) each Contractor shall pay its respective DBE Subcontractors any undisputed amount owed to such Subcontractor within 30 days of receipt of the subcontractor's receipt by such Contractor, regardless of whether such Contractor has been paid for such invoice by City;
- (ii) approval of invoices is not unreasonably delayed and that invoices shall be either approved or rejected with written notice of deficiency or dispute to the payee DBE Subcontractor within ten days of receipt of invoice by the Contractor; and
- (iii) each Contractor makes prompt and full payment of any retainage kept by such Contractor to its respective subcontractors DBE within 30 days after such DBE's work has been accepted and completed by Contractor, unless claim is filed against a subcontractor;
- (iv) failure to comply with the above may give just cause to withhold payment from Contractor until payment to the subs is satisfied. Depending on extent of failure to comply with the above, such failure may also be construed to be a breach of contract.
- (v) The Contractor shall ensure that tiered subcontractors comply with this Section and insert the provisions of this Section into all lower tiered subcontractor agreements.
- (vi) Joint Check Utilization: A joint check is a two-party check between a DBE, a prime contractor and a regular dealer of materials/supplies. All joint check arrangements must be pre-approved by the SBO and must strictly adhere to the joint check requirements set forth in USDOT guidance regarding same. At a minimum, the request must be initiated by the DBE and remedy a financial hardship for a specific period of time. There are monthly reporting requirements that must be complied with in order to receive DBE participation credit. The SBO will closely monitor the use of joint checks to ensure that the independence of the DBE firm is not compromised. Joint check usage will not be approved merely for the convenience of the prime contractor.

3.5 DBE REMOVAL/TERMINATION/SUBSTITUTION/REDUCTION OF SCOPE FROM CONTRACT

- (a) A Contractor must have good cause to remove/terminate/substitute/replace a DBE contractor and such removal/termination/substitution requires the consent and approval of RTD's SBO. This section also includes reductions to the DBEs scope of services and/or commitment values. No DBE subcontract may contain a "termination for convenience" clause/provision because any termination for convenience provision/clause is contrary to the objectives of this part. To initiate the termination, substitution, removal or replacement process with a DBE contractor/supplier (regardless of the tier), the Contractor or lower tier contractor/subcontractor must do the following:

- (i) Before transmitting to RTD's SBO its request to terminate and/or substitute a DBE contractor, the contractor must give notice in writing to the DBE contractor and RTD SBO. The notice must include its request to terminate and/or substitute, replace and/or remove the DBE, the reason for the request and all documentation to support its claim. The Contractor must submit a copy of the notice and support documentation to RTD's SBO at the time the original letter is sent to the DBE contractor;
 - (ii) the Contractor must give the DBE contractor five (5) business days to respond to the notice and provide the SBO with reasons, if any, why it objects to the proposed termination of its DBE contract and why the SBO should not consent the Contractor's action;
 - (iii) RTD's SBO will then open a formal investigation inclusive of review of all documentation, conduct interviews and site visits, if necessary. The Contractor carries the burden of proof to demonstrate good cause for the termination and/or substitution;
 - (iv) If RTD's SBO determines the Contractor has good cause to terminate the /DBE firm, the SBO will provide written consent of /DBE removal and the requirements to substitute work to another DBE firm. If RTD's SBO finds that good cause does not exist to terminate the DBE firm, the SBO will provide a written denial of the request to terminate/replace the DBE contractor and will immediately request a corrective action plan from the Contractor.
 - (v) For purposes of good cause to remove, replace, terminate or replace a DBE the following circumstances should exist: (1) failure or refusal to execute a written contract without good cause, (2) failure or refusal to perform the work of its subcontract in a way consistent with normal industry practice and the contractor has not acted in bad faith, (3) failure to meet the contractor's reasonable bonding or insurance requirements, (4) insolvency, bankruptcy or credit unworthiness that creates a risk for the contract, (5) ineligibility to work on public works project because of suspension or debarment proceedings, (6) a determination that the DBE is not a responsible contractor, (7) voluntary withdrawal from the project by written notification that has been verified, (8) ineligibility to receive DBE participation credit for the type of work to be performed, (9) other documented good cause that compels the replacement of the DBE.
 - (vi) If the contractor is approved to replace/remove/terminate the DBE, the contractor must make good faith efforts to replace the DBE with another certified DBE and shall not self-perform the work/services.
- (b) The Contractor shall ensure that tiered subcontractors comply with this Section and insert the provisions of this Section into all lower tiered subcontractor agreements, regardless of their certification status.

3.6 GOOD FAITH EFFORTS

- (a) To award a contract to a bidder/proposer that has failed to meet the DBE contract goals, the RTD SBO Manager will decide whether the contractor made a "good faith" effort to actively, effectively and aggressively seek DBEs to meet those goals prior to bid/proposal submission and in its commitments as set forth in their Schedule of Participation/the DBE Plan to continue its efforts to meet the DBE participation goals for subsequent phases of the project. Contractors are also responsible for collecting good faith effort documentation of all major non-DBE subcontractors/suppliers as part of their responsibility to implement the DBE Program.

The kinds of efforts that are considered demonstrative of a "good faith" effort include, but are not limited to, the following:

- (i) Whether the contractor solicited through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - (ii) Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (iii) Whether the contractor provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (iv) Whether the contractor negotiated in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. The fact that a bidder may perform 100% of the work with its own workforce is not sufficient justification to fail to negotiate with DBEs or not to meet the DBE participation goal assigned to a project.
 - (v) Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (vi) Whether the contractor made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - (vii) Whether the contractor made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (viii) Whether the contractor effectively used the services of available minority/women community organizations, contractors' groups and other organizations to provide assistance in the recruitment and placement of DBEs, including RTD's SBO.
 - (ix) Whether other bidders/proposers on the procurement met the DBE goals and submitted an acceptable DBE Plan demonstrating compliance with the DBE Program requirements for a design-build project.
- (b) If, after reviewing the "good faith efforts" documentation submitted by the contractor, the RTD SBO Manager determines that "good faith efforts" were met, the contract will be recommended for award to the contractor. If the SBO Manager determines that the contractor failed to meet the "good faith efforts" requirements, the contractor will be informed in writing that their submittal was deemed non-responsive to the Attachment A requirements and will not be considered for contract award. The contractor may appeal the decision of the RTD SBO Manager to the Good Faith Efforts (GFE) Committee. If the contractor wishes to appeal, they must do so in writing to the RTD Senior Manager of Materials Management within 5 business days of being informed of the decision of the RTD SBO Manager that their submission was non-compliant.
- (c) If the decision of the SBO Manager is appealed in writing, with in the 5 day submission window, the GFE Committee will review the documentation initially submitted by the contractor – and no other information - under this Section to decide whether the DBE requirements have been satisfied through "good faith efforts".

- (d) If the written appeal request is received after the 5 business day submission window, it will be disallowed and the determination of the RTD SBO Manager that the submission was non-compliant will stand.
- (e) If the GFE committee determines that “good faith efforts” were met, the contract will be recommended for award to the contractor. If the GFE Committee determines that the contractor has failed to meet the good faith effort requirements, the contractor will be informed in writing. The contractor has an opportunity for administrative reconsideration of the determination of the GFE committee. If the contractor requests administrative consideration, they must do so in writing to the RTD Senior Manager of Materials Management within 5 business days of receiving the decision of the GFE Committee that their submission was non-compliant. If the written administrative consideration request is received after the 5 business day submission window, it will be disallowed and the determination of the GFE committee that the submission was non-compliant will stand.
- (f) The reconsideration official will be a member of RTD staff who did not take part in the initial “good faith” effort decision. The reconsideration official will review the documentation initially submitted – and no other information - under this Section to decide whether the DBE requirements have been satisfied through good faith efforts.
- (g) If the reconsideration official determines that “good faith” efforts were met, the contract will be recommended for award to the contractor. If the reconsideration official determines that the contractor has failed to meet the “good faith effort requirements, the contractor will be informed in writing. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

3.7 CHANGES

- (a) The DBE participation goal shall apply to the performance/dollar value of all obligations under this Contract, including any Changes, Modifications, Amendments and Change Orders whether initiated by the contractor or RTD. Post award requests for partial waivers may be considered by RTD’s SBO but a final determination shall not be rendered until the contract has been substantially completed and the Contractor lacks the ability to satisfy the DBE participation goal.
- (b) Changes to the value or scope of work committed to a DBE must be pre-approved by the SBO and must be for good cause as set forth in the termination, substitution, replacement provisions set forth in section 3.5 above.

3.8 REQUIREMENTS OF ATTACHMENT A ENCLOSURES

- (a) The Contractor must complete and return all applicable Enclosures in the forms set out in Attachment A with bid/proposal. All enclosures must also be submitted with the bid/proposal.
- (b) The Enclosure 2 Schedule of Participation enclosure subsequent to the award must be submitted with the addition of each identified DBE firm.
- (c) The Enclosure 3 Letter of Intent (LOI) enclosure subsequent to the award must be submitted with the addition of each identified DBE firm.
- (d) The Contractor completing the Attachment A Enclosures is advised to contact the RTD’s SBO at (303) 299-2111 if they have any questions or concerns prior to submitting bid/proposal documentation. Additional Attachment A documentation will not be accepted after the contractor submits their bid/proposal to the City.

As a condition of the award, the contractor must use those DBEs listed to perform the specific work items or supply the materials as committed in the Enclosure 2 Schedule of Participation and Enclosure 3 Letter(s) of Intent (LOI) and the contractor is not entitled to any payment for work or materials performed by its own or any other forces if the work or supplies were committed to a DBE, unless it receives prior written consent by RTD Small Business Office for a replacement of the DBE for good cause.

- (e) **Failure to return all required DBE Enclosures will result in your bid/proposal being deemed non-responsive. Modification of any Enclosure documentation will result in your bid/proposal being deemed non-responsive.**

Periodically, after award of the contract, RTD's SBO in conjunction with the contractor may determine that an enclosure is more beneficial with modifications or that an additional enclosure is necessary to more effectively report the status of DBE participation or performance and resolution of DBE concerns/issues. RTD has the right to ask for a modification. Such a revised enclosure shall be incorporated into contract as an additional requirement.

3.9 REPORTING, AUDITS, REVIEWS AND ORIENTATION REQUIREMENTS

- (a) The Contractor shall submit at least monthly, a DBE Participation Report in the form set out in Appendix A (Form of DBE Participation Report). The Contractor shall submit each completed DBE Participation Report to RTD's SBO.
- (b) The Contractor acknowledges that the SBO has the right to independently confirm the information contained in the submitted DBE Participation Reports by soliciting such information from each DBE Subcontractor as may be required to verify payments received, distribution of payments received, subcontracting practices, participation credit, and sharing of resources/personnel. The Contractor shall not attempt to dissuade any such DBE contractor from disclosing any such information or cooperating in any investigation initiated by the SBO.
- (c) The Contractor shall submit to RTD's SBO a Subcontractors Participation and Payment Form documenting all payments made to all DBEs and non-DBEs on a form provided/approved by RTD's SBO.
- (d) The DBE contractor shall submit to RTD's SBO a summary of payments received from its contractor, regardless of their lower tier, on a form approved by RTD's SBO.
- (e) The DBE contractor may be selected to participate in a commercially useful function review or a DBE compliance review before their contract can be closed by RTD. DBEs are required to fully cooperate with RTD's SBO or its designee in the compliance review process. The commercially useful function review process will be initiated with a request for documents relating to contract performance and management of the actual work performed on the contract. The scope and intensity of each commercially useful function review will depend on the specific facts and circumstances. The commercially useful function is purposed to verify the amount of DBE participation credit, to ensure that work is actually performed by the DBE consistent with the DBE Program requirements and/or to ensure that there is no activity engaged in by the DBE that would be inconsistent with the intent and objectives of the DBE Program. The commercially useful function review is more formal and will be initiated with an orientation/explanation process and closed out with a briefing and determination. The DBE contractor may be subjected to an informal compliance review by RTD's SBO or its designee with or without notice. The informal compliance review will generally be conducted at the work site where RTD actually observes and assesses the services/supplies being provided by the DBE.
- (f) The Contractor or any of its lower tier non-DBE subcontractors may be selected for a DBE compliance review to ensure that they are in compliance with the DBE Program requirements. This process will be initiated in a formal manner with written notice and instructions sent to the Contractor or its major

subcontractor. The process will conclude with a close-out interview or debriefing where the Contractor or non-DBE firm will be given an opportunity to refute the determination or add to any corrective action requested by RTD. The contractor must cooperate with any DBE Program audit or compliance review. Failure to cooperate can result in part or all of the DBE participation credit being denied/removed from counting toward the DBE participation goal for the contract.

- (g) All DBEs are required to participate in the RTD's DBE Orientation Program if awarded a contract, subcontract or purchase order before commencing work or providing supplies on this contract. Failure to participate in the DBE orientation program may result in a denial of DBE participation credit for the project/contract. For good cause, the orientation may be delayed if pre-approved by RTD. DBEs may be required to repeat the orientation if there are changes to the DBE Program requirements, changes in the DBE regulations, changes in the DBE personnel, or if the DBE is experiencing challenges in complying with the reporting requirements.

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 **Isabelle Oldani** who can be reached via email at doti.procurement@denvergov.org.

IB-29 FEDERAL REQUIREMENTS

This project is funded, in whole or in part, by federal funding made available through the Federal Transit Administration ("FTA") and administered by the Regional Transportation District ("RTD"). As such, each bidder must review and comply with certain bid requirements (the "Federal Forms") in formulating and submitting its bid for the Project, and, if awarded a contract pursuant to this bid, must comply with certain "Federal Requirements." Required Federal Forms are included in the Bid Form. The Federal Requirements are attached to the Bid Document Package, along with required Certifications at pages at BDP-66 through BDP-97. The Contractor will ensure that all of its subcontractors and suppliers of any tier comply with all applicable Federal Requirements. The Contractor shall be presumed to have considered and completed all Federal Requirements and Forms as part of its bid and shall be presumed to have carefully considered and accounted for all costs of complying with the Federal Requirements in formulating and submitting a bid hereunder.

IB-30 PAYMENT PROCEDURE REQUIREMENTS

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**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

EEO-2

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

EEO-3

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

EEO-4

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

EEO-5

APPENDIX A

CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE-ALL CONTRACTS

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Each contractor will comply with all provisions of Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and Director.

5. The contractor will furnish all information and reports required by Article III, Division 2, Chapter 28 of the Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Manager, Director or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Article III, Division 2, Chapter 28 of the Revised Municipal Code, or by rules, regulations, or order of the Manager.

Revised: 09/28/90

EEO-A1

7. The contractor will include Regulation 12 Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless, exempted by rules, regulations, or orders of the Manager issued pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, so that such provisions will be binding upon each subcontractor or suppliers. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The applicant further agrees to be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in City contracts. The contractor agrees to assist and cooperate actively with the Manager and the Director in obtaining compliance of subcontractors and suppliers with the equal opportunity clause and the rules, regulations and relevant orders of the Manager, and will furnish the Manager and the Director such information as they may require for the supervision of compliance, and will otherwise assist the Manager and Director in the discharge of the City's primary responsibility for securing compliance. The contractor further agrees to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who has not demonstrated eligibility for, City contracts.

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

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

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

Revised: 10/02/90

EEO-A2

APPENDIX F
BID CONDITIONS
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

For all Non-Exempt Construction Contracts to be Awarded by
the City and County of Denver, Department of Public Works

NOTICE

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

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

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

Revised: 10/19/93

EEO-F1

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

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

1. **GOALS AND TIMETABLES:**

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

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

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

EEO-F2

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

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

2. **SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

Revised: 11/12/82

EEO-F3

- a. The contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.

- b. The contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, the reasons. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the contractor, the file should have documented this and their reasons.

- c. The contractor should have promptly notified the Department of Public Works, and Mayor's Office of Contract Compliance when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority or female sent by the contractor, or when the contractor has other information that the union referral process has impeded efforts to meet its goals.

- d. The contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority and female employees.

Revised: 10/19/93

EEO-F4

e. The contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

f. The contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority and female organizations, schools with substantial minority and female enrollment, and minority and female recruitment and training organizations within the contractor's recruitment area.

g. The contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.

h. The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.

i. The contractor should have made certain that all facilities are not segregated by race.

j. The contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional

Revised: 10/19/93

EEO-F5

opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

k. The contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid conditions, including circulation of minority and female contractor associations.

NOTE: The Director and the Mayor's Office of Contract Compliance will provide technical assistance on questions pertaining to minority and female recruitment sources, minority and female community organizations, and minority and female news media upon receipt of a request for assistance from a contractor.

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

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

Revised: 10/19/93

EEO-F6

A. **Contractors Subject to these Bid Conditions:**

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

1. Where the Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article III, Division 2, Chapter 28 of the Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in these Bid Conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.

2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article III, Division 2, Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".

Revised: 09/26/90

EEO-F7

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

B. **Obligations Applicable to Contractors:**

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

Revised: 10/19/93

EEO-F8

C. **General Requirements**

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

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.

2. The contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.

Revised: 04/12/91

EEO-F9

3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.

4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.

5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, City and County Building, Room 379, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

Revised: 04/12/91

EEO-F10

CITY AND COUNTY OF DENVER

CITY OF DENVER CONTRACT NO.: 202057316

48TH AVENUE TOD IMPROVEMENTS BRIGHTON TO YORK

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,

**GOODLAND CONSTRUCTION, INC.
760 NILE ST, GOLDEN, CO 80401**

WITNESSETH, commencing on **January 6, 2021**, 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:

CITY OF DENVER CONTRACT NO.: 202057316

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

Bid Bond

Addenda (as applicable)

DBE Enclosures

Equal Employment Opportunity Provisions (Appendices A, B, E and F)

Bid Form

Commitment to DBE Participation

Contract Form

General Contract Conditions
Special Contract Conditions
(Including, but not limited to the RTD/Federal Requirements referenced in SC-15 and attached hereto.)
Performance and Payment Bond
Notice to Apparent Low Bidder
Notice to Proceed
Contractor's Certification of Payment Form
Certificate of Contract Release
Change Orders (as applicable)
Federal Requirements
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 and Eighty Days)** consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

4. TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for **bid item numbers 201 through 700 (Seventy-Three [73] base bid items) and the Textura fee**, the total estimated cost thereof being **One Million Nine Hundred Twenty-One Thousand Three Hundred Fifteen Dollars and Five Cents (\$1,921,315.05)**. Adjustments to said Contract Amount and payment of amounts due hereunder shall be made in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

5. NO DISCRIMINATION IN EMPLOYMENT

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

6. DBE AND EQUAL OPPORTUNITY REQUIREMENTS

The Contractor agrees to comply with all requirements of the City and RTD's Equal Employment Opportunity programs and RTD's Disadvantaged Business Enterprise program, and any rules, regulations and guidelines set forth thereunder for such programs. This compliance shall include the obligation to maintain throughout the term of the contract that level of DBE participation upon which the Contract was initially awarded, unless otherwise authorized by the law or any rules, regulations or guidelines.

7. WAGE RATE REQUIREMENTS

In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of **Prevailing Wages Ordinance**, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto as well as the City's **Minimum Wage Protections** Sections 20-82 through 20-84 D.R.M.C. and US Department of Labor rates, and the contractor shall pay the covered worker the highest of the applicable rates.

8. APPLICABILITY OF LAWS

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

9. APPROPRIATION

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

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

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

10. [RESERVED]

11. ASSIGNMENT

The Contractor shall not assign any of its rights, benefits, obligations or duties under this Contract except upon the prior written consent and approval of the Manager City 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. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or suppliers.

13. CONTRACT BINDING

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

14. PARAGRAPH HEADINGS

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

15. SEVERABILITY

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

16. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Contract Control Number: DOTI-202057316
Contractor Name: GOODLAND CONSTRUCTION, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202057316
GOODLAND CONSTRUCTION, INC.

By:  _____
9258F2DAD87B42C...

Name: Matt worland
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

STANDARD SPECIFICATIONS FOR CONSTRUCTION GENERAL CONTRACT CONDITIONS

INDEX

TITLE 1

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

TITLE 2

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

TITLE 3

CONTRACTOR PERFORMANCE AND SERVICES.....	8
301 CONSIDERATION (CONTRACTOR'S PROMISE OF PERFORMANCE)	8
302 NOTICE TO PROCEED AND COMPLETION OF THE WORK	8
303 EXACT CONTRACTOR PERFORMANCE.....	8
304 SUBSTITUTED PERFORMANCE.....	8
305 WORK PERFORMED UNDER ADVERSE WEATHER CONDITIONS	9
306 WORKING HOURS AND SCHEDULE	9

307	CONTRACTOR'S SUPERINTENDENT	10
308	COMMUNICATIONS	10
309	CONTRACTOR SUBMITTALS AND OTHER WRITTEN COMMUNICATIONS TO THE CITY	10
310	COMPETENCE OF CONTRACTOR'S WORK FORCE	11
311	NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT.....	11
312	CONDUCT OF CONTRACTOR'S PERSONNEL	12
313	SUGGESTIONS TO CONTRACTOR.....	12
314	WORK FORCE	12
315	CONSTRUCTION MACHINES AND STANDBY EQUIPMENT	13
316	CUTTING AND PATCHING THE WORK	13
317	PERMITS AND LICENSES	13
318	CONSTRUCTION SURVEYS.....	14
319	PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS	14
320	TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES, MATERIALS, AND PROCESSES	15
321	PROJECT SIGNS	15
322	PUBLICITY AND ADVERTISING.....	16
323	TAXES.....	16
324	DOCUMENTS AND SAMPLES AT THE SITE	17
325	CLEANUP DURING CONSTRUCTION.....	17
326	SANITARY FACILITIES.....	18
327	POWER, LIGHTING, HEATING, VENTILATING, AIR CONDITIONING AND WATER SERVICES	18

TITLE 4

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

TITLE 5

SUBCONTRACTS	24
501 SUBCONTRACTS	24
502 SUBCONTRACTOR ACCEPTANCE	24

TITLE 6

TIME OF COMMENCEMENT AND COMPLETION.....	27
601 BEGINNING, PROGRESS AND TIME OF COMPLETION.....	27
602 LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.....	27
603 DELAY DAMAGES.....	28

TITLE 7

COOPERATION, COORDINATION AND RATE OF PROGRESS.....	29
701 COOPERATION WITH OTHER WORK FORCES	29
702 COORDINATION OF THE WORK.....	30
703 COORDINATION OF PUBLIC CONTACT	30
704 RATE OF PROGRESS	30

TITLE 8

PROTECTION OF PERSONS AND PROPERTY	32
801 SAFETY OF PERSONS.....	32
802 PROTECTIVE DEVICES AND SAFETY PRECAUTIONS.....	33
803 PROTECTION OF PROPERTY AND WORK IN PROGRESS.....	33
804 PROTECTION OF MUNICIPAL, PUBLIC SERVICE OR PUBLIC UTILITY SYSTEMS	34
805 PROTECTION OF STREET AND ROAD SYSTEM	35
806 PROTECTION OF DRAINAGE WAYS.....	36
807 PROTECTION OF THE ENVIRONMENT.....	36
808 HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES	37
809 ARCHAEOLOGICAL AND HISTORICAL DISCOVERIES	37

TITLE 9

COMPENSATION.....	38
901 CONSIDERATION (CITY'S PROMISE TO PAY).....	38
902 PAYMENT PROCEDURE	38
903 SCHEDULE OF VALUES IN LUMP SUM CONTRACTS.....	39
904 UNIT PRICE CONTRACTS.....	39
905 PROGRESS PERIOD	39
906 APPLICATIONS FOR PAYMENT.....	40
907 RELEASES AND CONTRACTORS CERTIFICATIONS OF PAYMENT	41
908 RETAINAGE.....	41
909 ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS	42
910 FINAL ESTIMATE AND PAYMENT	43
911 ACCOUNTING OF COSTS AND AUDIT.....	43

TITLE 10

WAGE.....	45
1001 PREVAILING WAGE ORDINANCE.....	45
1002 POSTING OF THE APPLICABLE WAGE RATES.....	45
1003 RATE AND FREQUENCY OF WAGES PAID	45
1004 REPORTING WAGES PAID.....	45
1005 FAILURE TO PAY PREVAILING WAGES.....	46

TITLE 11

CHANGES IN THE WORK, CONTRACT PRICE OR CONTRACT TIME	47
1101 CHANGE ORDER.....	47
1102 CITY INITIATED CHANGES.....	47
1103 CONTRACTOR CHANGE REQUEST.....	48
1104 ADJUSTMENT TO CONTRACT AMOUNT	51
1105 TIME EXTENSIONS.....	54

TITLE 12

CONTRACTOR CLAIMS FOR ADJUSTMENT AND DISPUTES	56
1201 NOTICE OF INTENT TO CLAIM.....	56
1202 SUBMITTAL OF CLAIMS	56
1203 WAIVER OF CLAIMS.....	58

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

FAILURE TO PERFORM 75

TITLE 22

CITY'S RIGHT TO TERMINATE THE CONTRACT 76
2201 TERMINATION OF CONTRACT FOR CAUSE 76
2202 TERMINATION OF CONTRACT
FOR CONVENIENCE OF THE CITY 77

TITLE 23

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY AND COUNTY OF DENVER
SPECIAL CONTRACT CONDITIONS

SC-1 CONSTRUCTION SPECIFICATIONS

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

City and County of Denver:

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

Transportation Standards and Details for the Engineering Division

City and County of Denver Traffic Standard Drawings

Wastewater Capital Projects Management

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

Colorado Department of Transportation:

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

Federal Highway Administration:

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

Building & Fire Codes:

Building Code of the City and County of Denver

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

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

National Fire Protection Association Standards

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

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

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

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

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

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

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

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

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

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

SC-4 DEPUTY MANAGER / CITY ENGINEER

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

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

SC-5 PROJECT DELIVERY ADMINISTRATION / CITY ENGINEER

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

SC-6 [RESERVED]

SC-7 CITY DELEGATION OF AUTHORITY

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

Department of Transportation and Infrastructure:

Project Manager
Stephen Laudeman

Telephone
720.913.4549

Consultant
Jacobs Engineering

Name
Heidi Schram

Telephone
720.286.3462

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 **\$2,200.00** 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 applications 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 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	Stephen Laudeman	720.913.4549

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

1. The estimate of Work completed, based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each and every independent subcontractor's payroll information including pay dates and pay amounts.
3. Prior to submitting each payment application, submit information required by General Contract Condition 1004, REPORTING WAGES PAID to the Auditor and other appropriate officials of the City.
4. Starting with the second payment application, each payment application shall be accompanied by a complete and accurate Contractors' Certification of Payment Form (CCP), listing all requested information for first tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned program goal.

The forms, Final Release and Certificate of Payment (Prime) and the Contractor's Certification of Payment (CCP), are generated within the Textura CPM system; the contractor is expected to plan quality assurance activities and perform quality control reviews for the information entered into the Textura CPM system. The contractor is responsible for the accuracy of the information provided within each completed CCP.

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.

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 TERMINOLOGY

Terminology used in Colorado Department of Transportation (CDOT) Standards and Specifications and City and County of Denver (CCD) Standards and Specifications may differ but shall be considered interchangeable where appropriate. Examples are Department of Public Works (CCD) and Department (CDOT), Project Manager (CCD) and Engineer (CDOT), Traffic Maintenance Plan (CCD) and Traffic Control Plan (CDOT).

SC-15 TECHNICAL SPECIFICATIONS

Section 106 of the CDOT Standard Specifications is hereby incorporated into this contract except where conflicts exist between Section 106 and the General Contract Conditions or Special Contract Conditions. Where conflicts exist, the General Contract Conditions or Special Contract Conditions shall govern.

SC-16 MODIFICATION TO GENERAL CONTRACT CONDITION 405

General Contract Condition 405 is hereby revised for this project as follows:

G.C. 405.2 shall include the following:

Shop Drawings shall be submitted in accordance with Section 105.02 of the CDOT Standard Specifications. Any work performed by the Contractor prior to receipt of approved shop drawings is at the sole risk of the Contractor.

SC-17 FEDERAL REQUIREMENTS

This Project is funded, in whole or in part, by federal funding made available through the Federal Transit Administration (“FTA”) and administered by the Regional Transportation District (“RTD”). As such, performance under this contract is subject to certain “Federal Requirements” contained or referenced in the Federal Requirements section of this document. The Contractor shall thoroughly review and shall strictly comply with all Federal Requirements in performing its Work under this contract and shall require that all subcontractors and suppliers comply with all applicable Federal Requirements.

SC-18 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-19 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-20 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-21 INSURANCE

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

(1) General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such

cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

(3) Additional Insureds: For Commercial General Liability and Auto Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

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

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

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

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

(9) Additional Provisions:

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

SC-22 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-12.

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-23 [RESERVED]

SC-24 DEFENSE AND INDEMNIFICATION

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

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

indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned GOODLAND CONSTRUCTION, INC., 760 Nile St, Golden, CO 80401, a corporation organized and existing under and by virtue of the laws of the State of Colorado hereafter referred to as the "Contractor", and Hartford Fire Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of One Million Nine Hundred Twenty-One Thousand Three Hundred Fifteen Dollars and Five Cents (\$1,921,315.05), 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 **City and County of Denver Contract No. 202057316 - 48th Avenue TOD Improvements Brighton to York**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 20_____.

Attest:

By: _____
Secretary



Goodland Construction, Inc.

Contractor

By: _____

President Matt Worland

Hartford Fire Insurance Company

Surety

By: _____

Attorney-In-Fact Brandi J. Tetley

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

APPROVED AS TO FORM:

Attorney for the City and County of Denver

Signature by the CAO will be provided

By: later and fully incorporated herein.

Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

Signature by the Mayor will be provided

By: later and fully incorporated herein.

MAYOR

Signature by the ED will be provided

By: later and fully incorporated herein.

EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE



1705 17th Street, Suite 100
Denver, CO 80202
Phone 303.534.4567

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

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

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: IMA INC
Agency Code: 34-340140

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

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

Jennifer L. Clampert, Amy Coonts, David Dondlinger, Sarah Finn, Michael Lischer Jr., Nicole L. McCollam, Kristen Moore, Sheryll Shaw, Brandi J. Tetley, Danielle Waring of DENVER, Colorado

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

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



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

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



Jessica Ciccone

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

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

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



PROTECTING ASSETS.
MAKING A DIFFERENCE.

**PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION**

Assistant City Attorney
201 West Colfax Avenue, Dept 1207
Denver, CO 80202

RE: Goodland Construction, Inc.

Contract No. 202057316
Project Name: 48th Avenue TOD Improvements Brighton to York
Contract Amount: \$1,921,315.05
Performance and Payment Bond No.: 34BCSIK0289

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Hartford Fire Insurance Company, on March 11, 2021.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at (303) 534-4567.

Thank you,

A handwritten signature in blue ink, appearing to read "Kristen Moore". The signature is fluid and cursive, with a prominent initial "K" and a long, sweeping tail.

Kristen Moore
Surety Account Manager



NOTICE TO APPARENT LOW BIDDER

Name
Address
City, State Zip

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **February 25, 2021**, for work to be done and materials to be furnished in and for:

CONTRACT 202057316 - 48th Avenue TOD Improvements Brighton to York

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

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

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

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

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

NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202057316 -

Page 2

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

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

CITY AND COUNTY OF DENVER

By _____
Executive Director of the Department of Transportation and Infrastructure

SAMPLE

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

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



**NOTICE TO PROCEED
(SAMPLE)**

Current Date

Name
Company
Street
City/State/Zip

**FEDERAL AID PROJECT NO.
CONTRACT NO. 202057316 - 48th Avenue TOD Improvements Brighton to York**

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 City and County of Denver Contract No. 202057316 - 48th Avenue TOD Improvements Brighton to York, with the work of constructing contract number, 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: _____
Lesley B. Thomas
City Engineer

cc:

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

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

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



Certificate of Contract Release
202057316 - 48th Avenue TOD Improvements Brighton to York

Current Date

Name
Street Address
City, State, Zip

Certificate of Contract Release

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

FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Exhibit 6

ALL FTA ASSISTED THIRD PARTY CONTRACTS AND SUBCONTRACTS

Table of Contents

FTA 1	NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.....	1
FTA 2	FALSE OR FRAUDULENT STATEMENTS OR CLAIMS - CIVIL AND CRIMINAL FRAUD.....	1
FTA 3	ACCESS TO THIRD PARTY CONTRACT RECORDS.....	1
FTA 4	CHANGES TO FEDERAL REQUIREMENTS	2
FTA 5	CIVIL RIGHTS	2
FTA 6	DISADVANTAGED BUSINESS ENTERPRISES (DBE)s.....	3
FTA 7	INCORPORATION OF FTA TERMS.....	5
FTA 8	TERMINATION.....	6
FTA 9	DEBARMENT AND SUSPENSION	7
FTA 10	BUY AMERICA.....	8
FTA 11	RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION	8
FTA 12	LOBBYING.....	9
FTA 13	CLEAN AIR.....	9
FTA 14	CLEAN WATER.....	9
FTA 15	CARGO PREFERENCE	10
FTA 16	FLY AMERICA.....	10
FTA 17	CONSTRUCTION EMPLOYEE PROTECTIONS – DAVIS–BACON ACT	11
FTA 18	CONSTRUCTION EMPLOYEE PROTECTIONS – CONTRACT WORK HOURS & SAFETY STANDARDS ACT	17
FTA 19	CONSTRUCTION EMPLOYEE PROTECTIONS – COPELAND ANTI-KICKBACK ACT	18
FTA 20	BONDING FOR CONSTRUCTION ACTIVITIES EXCEEDING \$150,000	18
FTA 21	SEISMIC SAFETY	20
FTA 22	VETERANS EMPLOYMENT	20
FTA 23	NONCONSTRUCTION EMPLOYEE PROTECTION – CONTRACT WORK HOURS & SAFETY STANDARDS ACT (DELETED).....	20
FTA 24	TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS (DELETED).....	21
FTA 25	CHARTER BUS OPERATIONS (DELETED).....	22
FTA 26	SCHOOL BUS OPERATIONS (DELETED).....	22
FTA 27	DRUG USE AND TESTING (DELETED).....	22
FTA 28	ALCOHOL MISUSE AND TESTING (DELETED).....	23

FTA 29 PATENT RIGHTS (DELETED) 23
FTA 30 RIGHTS IN DATA AND COPYRIGHTS (DELETED)..... 24
FTA 31 SPECIAL NOTIFICATION REQUIREMENT FOR STATES (DELETED) 27
FTA 32 ENERGY CONSERVATION..... 27
FTA 33 RECYCLED PRODUCTS (DELETED) 27
FTA 34 CONFORMANCE WITH NATIONAL ITS ARCHITECTURE (DELETED)..... 27
FTA 35 ADA ACCESS..... 28
FTA 36 ASSIGNABILITY CLAUSE (DELETED)..... 28
FTA 37 BUS TESTING (DELETED) 28
FTA 38 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS (DELETED)..... 29
FTA 39 TVM CERTIFICATION (DELETED) 29

NOTE: FTA Provisions labeled as "DELETED" are not applicable to this agreement.

Provisions 1 through 7 apply to ALL CONTRACTS

FTA 1 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

- A. RTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTD, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- B. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

FTA 2 FALSE OR FRAUDULENT STATEMENTS OR CLAIMS - CIVIL AND CRIMINAL FRAUD

- A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution or performance of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 on Contractor, to the extent the Federal Government deems appropriate.
- C. Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FTA 3 ACCESS TO THIRD PARTY CONTRACT RECORDS

- A. For a period of three years following Contract closing, the Contractor shall maintain, preserve and make available to RTD, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives, access at all reasonable times to any books, documents, papers and records of Contractor which are directly

pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. § 633.17, to provide the FTA Administrator or his or her authorized representatives, including any project management oversight contractor, access to Contractor's records and sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(3)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.

- B. The Contractor shall maintain and RTD shall have the right to examine and audit all records and other evidence sufficient to reflect properly all prices, costs or rates negotiated and invoiced in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor's offices engaged in performing the Contract.
- C. If this Contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.
- D. "Access to Records and Reports" applies with equal force and effect to any subcontractors hired by the Contractor to perform Work under this Contract. The Contractor shall insert this provision in all subcontracts under this Contract and require subcontractor compliance therewith.

FTA 4 CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement between RTD and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract. Contractor may contact either RTD or FTA for a copy of the current FTA Master Agreement.

FTA 5 CIVIL RIGHTS (TITLE VI, ADA, EEO)

The following requirements apply to the underlying Contract:

- A. Nondiscrimination- In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Contract:
 - 1. Race, Color, Creed, National Origin, Sex- In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. §

5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Contract. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age- In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities- In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

C. Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

FTA 6 DISADVANTAGED BUSINESS ENTERPRISES (DBE)s

A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs. The national goal for participation of DBEs is 10%.

B. During the performance of this contract, the Contractor or subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or age. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to comply with or implement these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as RTD deems necessary. These legal remedies may include but is not limited to: withholding monthly progress payments, assessing sanctions, liquidated

damages, and/or disqualifying the contractor from future bidding as non-responsible (see 49 CFR Part 26.13). Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Prompt Payment:

C. For Construction-Related Work: The Contractor is required to pay its subcontractors performing Work related to this Contract for satisfactory performance of that Work no later than 5 days after the Contractor's receipt of payment for that Work from RTD. In addition, the Contractor shall return any retainage payments to subcontractors within 5 days after incremental acceptance of the subcontractor's Work by RTD and Contractor's receipt of the partial retainage payment related to the subcontractor's Work.

1. Payment of DBEs: The previous paragraph notwithstanding.
 - a. each Contractor shall pay its respective DBE Subcontractors any undisputed amount owed to such Subcontractor within thirty (30) days of receipt of the subcontractor's invoice by such Contractor, regardless of whether such Contractor has been paid for such invoice by RTD;
 - b. approval of invoices is not unreasonably delayed and that invoices shall be either approved or rejected with written notice of deficiency or dispute to the payee DBE Subcontractor within ten (10) days of receipt of invoice by the Contractor; and
 - c. each Contractor makes prompt and full payment of any retainage kept by such Contractor to its respective DBE subcontractors within thirty (30) days after such DBE's work has been completed and accepted by the RTD's Project Manager or by the Contractor, unless claim is filed against a subcontractor.

D. A Contractor must have good cause to remove/terminate/substitute/replace a DBE contractor and the Contractor must have consent and approval from RTD. No DBE subcontract agreement may contain a "termination for convenience" clause/provision because any termination for convenience provision/clause is contrary to the objectives of 49 CFR Part 26. To initiate the termination, substitution, removal or replacement process with a DBE contractor (regardless of the tier), the Contractor or lower tier contractor/subcontractor must give notice in writing to the DBE contractor and include its request to terminate and/or substitute, replace and/or remove the DBE, the reason for the request and provide all documentation to support its claim. The Contractor must give the DBE contractor five (5) business days to respond to the notice and provide reasons, if any, why it objects to the proposed termination of its DBE contract. The Contractor carries the burden of proof to demonstrate good cause for the termination and/or substitution. If RTD determines the Contractor has good cause to terminate the DBE firm, RTD will provide written consent of DBE removal and the requirements to substitute work to another DBE firm. When a DBE subcontractor is terminated with the approval of RTD, or fails to complete its work on the contract for any reason, the Contractors are required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RTD has established for this project. 49 CFR Part 26.53 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. If RTD finds that good cause does not exist to terminate the DBE firm, RTD

will provide a written denial of the request to terminate/replace the DBE contractor and will immediately request a corrective action plan from the Contractor. Please note that if a contractor elects to terminate, substitute and or reduce the scope of work initially committed to a DBE without the approval or consent of RTD, this constitutes a material breach of a contract as set forth under 49 C.F.R. §26.13.

E. As required by FTA, RTD sets a triennial overall goal for DBE participation that includes the use of race-conscious and race-neutral means, an analysis and a methodology and it intends to comply and meet its overall DBE goal on an annual basis. This Contract contains a DBE participation goal (race-conscious means) and is awarded in reliance upon the Contractor's representations/good faith commitments and understanding that they must comply with their DBE commitments in this project through subcontracting with DBEs and attain such DBE participation levels in addition to all other Contractor's representations, certifications and submittals as required by DBE Contract Requirements, of this Contract.

F. The Contractor shall cooperate with RTD in its efforts to level the playing field for DBEs and will use the good faith efforts as defined by RTD and federal regulations codified at 49 CFR Part 26 to ensure that DBEs shall have an opportunity to compete for subcontract work under this contract. The Contractor shall assist RTD in verifying compliance with the DBE participation requirements of this contract, if any, by submitting status reports itemizing payments to all DBE subcontractors with each monthly request for payment on a form(s) supplied by RTD. The Contractor shall require its lower tier subcontractors/suppliers to cooperate with any audits, reviews or investigations conducted by RTD and its agents in an effort to determine compliance/non-compliance with the DBE Program requirements. Upon contract completion, the Contractor shall submit a summary of payments, by subcontract, made to all subcontractors/suppliers to RTD's Small Business Office (SBO) regardless of the tier which the DBE may participating

FTA 7 INCORPORATION OF FTA TERMS

The provisions of this Contract include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTD requests which would cause RTD to be in violation of the FTA terms and conditions. The incorporation of FTA terms has unlimited flow down.

Provision 8 applies to AWARDS EXCEEDING \$10,000

FTA 8 TERMINATION

- A. For Convenience. RTD may, by giving at least 14 days' written notice to the Contractor, terminate this Contract, or suspend performance hereunder, in whole or in part and at any time for RTD's convenience. The Contractor shall be compensated solely for Work satisfactorily performed prior to the effective date and time of termination or suspension. The Contractor shall have no right to recover lost profits on the balance of the Work, or any other measure of damages.
- B. For Default. RTD may declare default in the Contractor's performance of any term of this Contract by giving seven days' written notice to the Contractor specifying with particularity the basis for such default. The Contractor shall deliver a response in writing to RTD within five days of Contractor's receipt of RTD's default notice setting forth a reasonable proposal to cure or to prevent repetition of the default. If the Contractor fails to timely respond to the notice of default, fails to cure the default, or if the default occurs again on any Work performed (or which should have been performed) during the remainder of the Contract term (including options), RTD shall have the right to terminate this Contract for default by written notice. RTD is not required to provide subsequent written notices of default for recurring instances of default already brought to the attention of the Contractor in a written notice. In the event of such termination for default, the Contractor shall be compensated solely for Work satisfactorily performed prior to the effective date and time of termination. RTD may proceed with the Work by contract or otherwise and the additional cost to RTD of completing the Work shall be deducted from any sum due the Contractor. If after termination for default it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for RTD's convenience. The foregoing shall be in addition to any other legal or equitable remedies available to RTD.
- C. Suspension of Work. RTD may suspend the performance of the Contractor by giving the Contractor seven days' written notice. Upon Contractor's receipt of notice of suspension of Work, the Contractor shall perform no further Work and RTD will not be required to reimburse the Contractor for any costs incurred subsequent to Contractor's receipt of notice of suspension and prior to notice to resume Work, if any. Suspension of Work may be in whole or in part, as specified by RTD. The Contractor shall continue to submit invoices for Work performed. If after six months of suspension, RTD has not given the Contractor notice to resume Work, the Contractor is entitled to request in writing that RTD either (1) amend the Statement of Contract Cost or (2) terminate the Contract pursuant to "Termination for Convenience." If suspension for more than six months is not due in any part to the fault of the Contractor, RTD shall be required to amend or terminate the Contract. No amendment to the Statement of Contract Cost shall be made under this Article if suspension, delay, or interruption is due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

Provision 9 applies to AWARDS EXCEEDING \$25,000

FTA 9 DEBARMENT AND SUSPENSION

- A. If this Contract is valued at \$25,000 or greater, it is a covered transaction for purposes of 2 C.F.R. Part 180. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 2 C.F.R. Part 180.995, or affiliates, as defined at 2 C.F.R. Part 180.905, are excluded or disqualified as defined at 2 C.F.R. Part 180.940 and 2 C.F.R. Part 180.935.
 - B. Contractor is required to comply with 2 C.F.R. Part 180, Subpart C and must include the requirement to comply with 2 C.F.R. Part 180, Subpart C in any lower tier covered transaction it enters into.
 - C. By accepting this Contract, Contractor is certifying as follows:
 - 1. The certification in this clause is a material representation of fact relied upon by RTD. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to RTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C throughout the period of this Contract.
 - 2. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
-

Provisions 10 through 11 apply to AWARDS EXCEEDING THE SIMPLIFIED ACQUISITION THRESHOLD (\$150,000)

FTA 10 BUY AMERICA

(for Rolling Stock, Construction and Materials/Supplies)

The Buy America requirements apply to all contracts for construction, the acquisition of goods, or the acquisition of rolling stock that are valued at more than \$150,000.

The Contractor agrees to comply with 49 U.S.C. § 5323(j), as amended by MAP-21, and 49 C.F.R. Part 661, to the extent consistent with MAP-21, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11. Rolling stock must be assembled in the United States and have a 65 percent domestic content. The Contractor shall be responsible for ensuring that lower tier contractors and subcontractors are in compliance with these requirements.

FTA 11 RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

A. Except as otherwise provided in this Contract, any dispute arising hereunder concerning a question of fact that is not disposed of by agreement shall be decided by RTD's General Manager, or his or her delegate. Contractor will be notified of the decision in writing. To the extent allowable by law, any such decision shall be final, conclusive, and not subject to judicial review unless shown to be fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith.

B. This Article does not preclude judicial consideration of questions of law. Nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

C. All costs, expenses and attorney fees incurred by the Contractor in connection with any appeal, suit or claim regarding a dispute that is brought by the Contractor shall be paid by the Contractor.

D. The duties, obligations, rights, and remedies provided by the Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

E. Unless otherwise directed by RTD, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Provision 12 applies to AWARDS EXCEEDING \$100,000 BY STATUTE

FTA 12 LOBBYING

Contractors and all subcontractors who apply or bid for an award of \$ 100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to RTD. Contractor should contact RTD for the appropriate certification or retrieve a copy from the FTA Best Practices Manual at http://www.fta.dot.gov/documents/BPPM_fulltext.pdf.

Provisions 13 through 14 apply to AWARDS EXCEEDING \$150,000 BY STATUTE

FTA 13 CLEAN AIR

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to RTD and understands and agrees that RTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

FTA 14 CLEAN WATER

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* Contractor agrees to report each violation to RTD and understands and agrees that RTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - B. Contractor also agrees to include these requirements in each subcontract exceeding \$ 150,000 financed in whole or in part with Federal assistance provided by FTA.
-

Provisions 15 and 16 apply for the TRANSPORT OF PROPERTY OR PERSONS

FTA 15 CARGO PREFERENCE

(Rolling Stock, Construction and Materials/Supplies)

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

The Contractor agrees:

1. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to RTD (through the Contractor in the case of a subcontractor's bill-of-lading);
3. to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FTA 16 FLY AMERICA

In the performance of Contracts that utilize FTA participation in the cost of international air transportation, Contractor agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, subpart B, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S.-Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S.-Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Provisions 17 through 21 apply to CONSTRUCTION ACTIVITIES

FTA 17 CONSTRUCTION EMPLOYEE PROTECTIONS – DAVIS–BACON ACT

(Awards that exceed \$2,000)

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 C.F.R. § 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 C.F.R. § 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The RTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the RTD may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the

wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the RTD for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. Part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them

available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the

approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 30.

(5) Compliance with Copeland "Anti-Kickback" Act requirements - The contractor shall comply with the requirements of Section 1 of the Act, as amended, 18 U.S.C. § 874; Section 2 of the Act, as amended, 40 U.S.C. § 3145; and U.S. DOL regulations "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 C.F.R. Part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. § 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the

contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

FTA 18 CONSTRUCTION EMPLOYEE PROTECTIONS – CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(for construction contracts that exceed \$150,000)

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The RTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

FTA 19 CONSTRUCTION EMPLOYEE PROTECTIONS – COPELAND ANTI-KICKBACK ACT

Compliance with Copeland “Anti-Kickback” Act (“Act”) requirements - The contractor shall comply with the following requirements:

(a) Section 1 of the Act, as amended, 18 U.S.C. § 874, applies to all Contracts:

- (i) Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both;

(b) Section 2 of the Act, as amended, 40 U.S.C. § 3145, applies to construction and repair Contracts exceeding \$2,000:

- (i) In General.—The Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

- (ii) Application.— The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001; and

(c) U.S. DOL regulations “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” 29 C.F.R. Part 3, which are incorporated by reference in this contract.

(d) For additional requirements of the Act not specified in this Article, see preceding Article FTA 17 – Construction Employee Protections – Davis Bacon Act.

FTA 20 BONDING FOR CONSTRUCTION ACTIVITIES EXCEEDING \$150,000

Bid Bond Requirements (Construction)

(a) Bid Security - The Penal amount of the Bid Security shall be 5% of the total Bid Amount.

A Bid Bond must be issued by a fully qualified surety company acceptable to RTD and listed as a company currently authorized under 31 C.F.R. Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by RTD to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of RTD.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of RTD, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by RTD as provided in "Bid Security" of the Instructions to Bidders shall prove inadequate to fully recompense RTD for the damages occasioned by default, then the undersigned bidder agrees to indemnify RTD and pay over to RTD the difference between the bid security and RTD's total damages, so as to make RTD whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the RTD determines that a lesser amount would be adequate for the protection of the RTD.
2. The RTD may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The RTD may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is more than \$5 million.

If the original contract price is \$5 million or less, the RTD may require additional protection as required by subparagraph 1 if the contract price is increased.

FTA 21 SEISMIC SAFETY

If this Contract for professional services involves the design of a new building or addition to an existing building, the Contractor agrees that any such new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

FTA 22 VETERANS EMPLOYMENT

Recipients and subrecipients of Federal financial assistance under this contract shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

Provision 23 applies to NONCONSTRUCTION ACTIVITIES

FTA 23 NONCONSTRUCTION EMPLOYEE PROTECTION – CONTRACT WORK HOURS & SAFETY STANDARDS ACT (DELETED)

(for all turnkey, rolling stock and operational contracts {except transportation services contracts and open market contracts} exceeding \$150,000.)

The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provision Applicable to Nonconstruction Contracts Subject to the Contract Work hours and Safety Standards Act)," 29 C.F.R. Part 5.

Provisions 24 through 28 apply to TRANSIT OPERATIONS

FTA 24 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS (DELETED)

Public Transportation Employee Protective Arrangements. If the Grant Agreement or Cooperative Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the applicable requirements for its Project as follows:

- (1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and as required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), and with the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215 and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Subsection 24.d(1) of this Master Agreement do not apply to Projects for elderly individuals or individuals with disabilities that are authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, or to Projects for nonurbanized areas authorized by 49 U.S.C. § 5311; separate requirements for those Projects are contained in Subsections 24.d(2) and (3), respectively, of this Master Agreement.
- (2) Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority sub recipient participating a Project authorized by 49 U.S.C. § 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), and the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement.
- (3) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized

Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

FTA 25 CHARTER BUS OPERATIONS (DELETED)

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. Chapter 53 or under 23 U.S.C. §§ 133 or 142 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

FTA 26 SCHOOL BUS OPERATIONS (DELETED)

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. Chapter 53, or under 23 U.S.C. §§ 133 or 142 will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient understands and agrees that if it or an operator violates that school transportation operations agreement, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

FTA 27 DRUG USE AND TESTING (DELETED)

The Contractor agrees to establish and implement a drug testing program that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or the Regional Transportation District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 40 and 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to the Substance Abuse Testing Department, Regional Transportation District, 1660 Blake Street, Denver, CO 80202-1399. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of

Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

FTA 28 ALCOHOL MISUSE AND TESTING (DELETED)

The Contractor agrees to establish and implement an alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or the Regional Transportation District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 40 and 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to the Substance Abuse Testing Department, Regional Transportation District, 1660 Blake Street, Denver, CO 80202-1399. To certify compliance, the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

Provisions 29 through 30 apply to PLANNING, RESEARCH, DEVELOPMENT, AND DEMONSTRATION PROJECTS

FTA 29 PATENT RIGHTS (DELETED)

A. General. The Recipient agrees that:

- (1) Depending on the nature of the Project, the Federal Government may acquire rights when the Recipient (RTD) or third party participant produces a patented or patentable invention, improvement, or discovery.
- (2) The Federal Government’s rights arise when the patent or patentable information is conceived under the Project, or reduced to practice under the Project.
- (3) When a patent is issued or patented information becomes available as described in the preceding paragraph A(1) of this Article, the Recipient agrees to notify FTA immediately, and provide a detailed report satisfactory to FTA.

B. Federal Rights. The Recipient agrees that:

- (1) Its rights and responsibilities, and those of each third party participant, in that invention, improvement, or discovery will be determined as provided by Federal laws, regulations, and directives, including any waiver thereof.
- (2) Unless the Federal Government determines otherwise in writing, irrespective of its status or that of any third party participant as a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient agrees to transmit the Federal Government’s patent rights to FTA as

specified in 35 U.S.C. 200 *et seq.*, and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401).

C. License Fees and Royalties. As permitted by 49 C.F.R. Parts 18 and 19:

- (1) License fees and royalties for patents, patent applications, and inventions derived from Project are program income.
- (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except for compliance with 35 U.S.C. 200 *et seq.*, which applies to patent rights developed under a federally funded research-type project, and as FTA determines otherwise in writing.

FTA 30 RIGHTS IN DATA AND COPYRIGHTS (DELETED)

A. Definition of Subject Data. As used in this Article, "Subject Data" means recorded information that:

- (1) Copyright. Are copyrighted or not copyrighted,
- (2) Delivery. Are delivered or specified to be delivered by the underlying Agreement, and
- (3) Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information.
- (4) Exceptions. "Subject data" do not include financial reports, cost analyses, or other similar information used for Project administration.

B. General. The following restrictions apply to all Subject Data first produced in the performance of the underlying Agreement:

- (1) Prohibitions. The Recipient (RTD) may not publish or reproduce Subject Data in whole or in part, or in any manner or form, or permit others to do so.
- (2) Exceptions. The restrictions on publication of Subsection B(1) of this Article do not apply to publications or reproductions for the Recipient's own internal use, to an institution of higher learning, to the portion of the data that the Federal Government has previously released or approved for release to the public, or to the portion of the data that has the Federal Government's prior written consent for release.

C. Federal Rights in Data and Copyrights. The Recipient agrees as follows:

- (1) License Rights. The Recipient must provide the Federal Government a license to

“Subject Data” that is royalty-free, non-exclusive, and irrevocable.

- (2) Uses. The Federal Government’s license must permit it to reproduce the Subject Data, publish the Subject Data, otherwise use the Subject Data, and permit others to use the Subject Data for Federal Government purposes.
- (3) Federal Government Purposes. As used in this Article, “for Federal Government purposes” means that the Federal Government may use its license only for its own direct purposes, and the Federal Government may not provide or otherwise extend to other parties, without the copyright owner’s consent, its license to any Subject Data developed and funded at any tier through the underlying Agreement, and any rights of copyright to which the Recipient or third party participant purchases ownership using Federal funds.

D. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its third party participants. Therefore, the Recipient agrees that:

- (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet.
- (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request.
- (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its third party participants at any tier of the Project, either FTA’s copyright to the Subject Data or a copy of the Subject Data, except as FTA determines otherwise in writing.
- (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.
- (5) Incomplete Project. If the project is not completed for any reason whatsoever, all data developed under the Project becomes “subject Data” and must be delivered as the Federal Government may direct.
- (6) Exception. This Subsection D does not apply to an adaptation of automatic data processing equipment or program that is both for the Recipient’s use, and acquired with FTA capital program funding.

E. License Fees and Royalties. As permitted by 49 C.F.R. Parts 18 and 19:

- (1) License fees and royalties for copyrighted material or trademarks derived from the Project are program income.

- (2) The Recipient has no obligation to the Federal Government with respect to those license fees and royalties, except for compliance with 35 U.S.C. 200 *et seq.*, which applies to patent rights developed under a federally funded research-type project, and as FTA determines otherwise in writing.

F. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

- (1) Violation by Recipient. Except as prohibited or otherwise limited by State law, it will indemnify, save, and hold harmless the Federal Government's officers, employees, and agents acting within the scope of their official duties, against any liability, including costs and expenses,

- (a) If it willfully or intentionally violates any Proprietary rights, Copyrights, or Right of privacy,

- (b) Occurring from any of the following uses of Project data: Publication, Translation, Reproduction, Delivery, Use, or Disposition.

- (2) Violation by Federal Officers, Employees or Agents. The Recipient will not be required to indemnify the Federal Government for any liability described in the preceding paragraph F(1) caused by the wrongful acts of Federal employees or agents.

G. Restrictions on Access to Patent Rights. Nothing in this Article pertaining to rights in data either:

- (1) Implies a license to the Federal Government under any patent, or
- (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

H. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that it may need to provide data developed without any Federal funding or support to FTA.

- (1) Protections. paragraphs A, B, C, and D of this Article do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project.

- (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding or support from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

I. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

- (1) The Freedom of Information Act, 5 U.S.C. § 552,

- (2) Another Federal law requiring access to Project records,
- (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or
- (4) Other Federal regulations requiring access to Project records.

Provision 31 applies ONLY to States and Organizations that are being funded directly by the State with FTA grant funds.

FTA 31 SPECIAL NOTIFICATION REQUIREMENT FOR STATES (DELETED)

(Per FTA guidance dated July 2011: "The notification requirements concerning federal assistance apply only to States and those organizations that are being funded directly by the State with FTA grant funds. This would include sub-grantees, lessees, or third party contractors of the State. Government agencies that are not part of the State government who are receiving FTA grant funds directly from FTA do not have to comply with the special notification requirements for States." Therefore this clause does not apply to RTD Contracts.)

The Federal Transit Administration ("FTA") is the Federal agency that is providing the Federal assistance for this Contract. The Catalog of Federal Domestic Assistance Number is _____, for the amount of \$_____.

MISCELLANEOUS SPECIAL REQUIREMENTS

FTA 32 ENERGY CONSERVATION

(applies to all contracts)

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan, if any, issued in compliance with the Energy Policy and Conservation Act.

FTA 33 RECYCLED PRODUCTS (DELETED)

(Contracts when procuring \$10,000 or more per year of items designated by EPA)

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

FTA 34 CONFORMANCE WITH NATIONAL ITS ARCHITECTURE (DELETED)

(Contracts and solicitations for ITS projects)

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

FTA 35 ADA ACCESS

(Contracts for rolling stock or facilities construction/renovation)

- A. RTD must comply with: 49 U.S.C. § 5332, which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities; all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended; 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.
- B. All deliverable items provided by the Contractor for RTD under this Contract shall comply with the above-referenced laws as well as all other applicable federal, state and local regulations and directives and any subsequent amendments thereto.

FTA 36 ASSIGNABILITY CLAUSE (DELETED)

(Procurements through assignments)

Neither RTD nor the contractor shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other.

Provisions 37 through 39 apply to ROLLING STOCK PROCUREMENTS

FTA 37 BUS TESTING (DELETED)

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. § 5318(e), as amended by MAP-21, and FTA's implementing regulation at 49 C.F.R. Part 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended by MAP-21, and shall perform the following

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

FTA 38 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS (DELETED)

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

FTA 39 TVM CERTIFICATION (DELETED)

The Transit Vehicle Manufacturer (TVM) shall provide RTD with a certificate that complies with 49 C.F.R. Part 26.49 stating that the TVM has complied with FTA's DBE requirements. The TVM shall also provide RTD with the most current letter from the FTA approving the TVM's DBE goal/methodology and eligibility to participate in the FTA DBE program as a TVM in accordance with 49 C.F.R. Part 26.49. If the FTA has not yet approved the DBE Goal, the TVM shall make a certification to that effect as required by 49 C.F.R. Part 26.49 and in addition submit to RTD a copy of the documents submitted to FTA for approval. These documents shall be submitted with the solicitation response or the TVM's submittal may be deemed non-responsive.

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Prevailing Wage Rates

Contract Number: 202057316

**48th Avenue TOD Improvements Brighton to
York**

January 6, 2021

"General Decision Number: CO20200009 01/03/2020

Superseded General Decision Number: CO20190009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* CARP9901-008 11/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 26.50	10.32

ELEC0068-016 03/01/2011		

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

TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Zone 1.....	\$ 26.42	4.75%+8.68
Zone 2.....	\$ 29.42	4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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

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

 ENGI0009-008 05/01/2018

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

 SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender- Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)...	\$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones,		

Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman

Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17

TRUCK DRIVER

Distributor

Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27

Dump Truck

Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27

Lowboy Truck.....\$ 17.25 5.27

Mechanic.....\$ 26.48 3.50

Multi-Purpose Specialty &

Hoisting Truck

Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88

Pickup and Pilot Car

Denver.....	\$ 14.24	3.77
Douglas.....	\$ 16.43	3.68

Semi/Trailer Truck.....\$ 18.39 4.13

Truck Mounted Attenuator....\$ 12.43 3.22

Water Truck

Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Addenda

Contract Number: 202057316

**48th Avenue TOD Improvements Brighton to
York**

January 6, 2021

CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

CONTRACT NO. 202057316
PROJECT NAME: 48th Avenue TOD Improvements Brighton to York

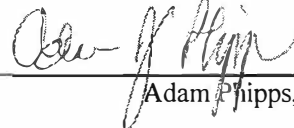
ADDENDUM NO. 1 TO CONTRACT DOCUMENTS
DATE OF ADDENDUM: 2/16/2021

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

TECHNICAL SPECIFICATIONS/DRAWINGS REVISIONS, CHANGES, OR ADDITIONS:

- Attachment #1 – Geotechnical Report
- Attachment #2 – Materials Management Plan
- Attachment #3 – Revisions to the Technical Specifications and Drawings that will need to be swapped out with the corresponding page number or sheet number provided.
- Attachment #4: Red-lined Statement of Quantities that has revised item #210 Connect to Existing Storm Sewer. Use only as a reference. The Bid Worksheet on QuestCDN has been updated to reflect this change.

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



Adam Phipps, City Engineer

February 17, 2021

Date

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



Contractor

2/25/21

Date

ADDENDUM NO. 1

GEOCAL

GEOSCIENCES & ENGINEERING
7290 South Fraser Street
Centennial, Colorado 80112-4286
Phone: 303-337-0338



SUBSURFACE EXPLORATION AND PAVEMENT DESIGN REPORT

**48th Avenue Sidewalk Project
Brighton Boulevard to Claude Court
City and County of Denver, Colorado**

Prepared For

Heidi Schram, P.E., CFM
Jacobs Engineering Group
707 17th Street, Suite 2400
Denver, Colorado 80202-5131

May 24, 2018

GEOCAL

GEOSCIENCES & ENGINEERING
7290 South Fraser Street
Centennial, Colorado 80112-4286
Phone: 303-337-0338



SUBSURFACE EXPLORATION AND PAVEMENT DESIGN REPORT

**48th Avenue Sidewalk Project
Brighton Boulevard to Claude Court
City and County of Denver, Colorado**

By: Matthew Coen, E.I.
Staff Engineer



And By: Walter J. Zitz, P.E.
Project Engineer

Reviewed By: Ronald J. Vasquez, P.E.
Principal Engineer

Prepared For

Heidi Schram, P.E., CFM
Jacobs Engineering Group
707 17th Street, Suite 2400
Denver, Colorado 80202-5131

May 24, 2018
G18.1822.002

TABLE OF CONTENTS

	Page
1.0 PURPOSE AND SCOPE.....	1
2.0 PROPOSED CONSTRUCTION	1
3.0 SITE CONDITIONS AND GEOLOGY	2
4.0 SUBSURFACE EXPLORATION	3
5.0 SUBSURFACE CONDITIONS	4
6.0 LABORATORY TESTING.....	5
7.0 SITE GRADING	7
8.0 PAVEMENT DESIGN RECOMMENDATIONS	8
8.1 HOT MIX ASPHALT PAVEMENT (HMAP) DESIGN.....	10
8.2 PORTLAND CEMENT CONCRETE PAVEMENT (PCCP) DESIGN	11
9.0 SIDEWALK RECOMMENDATION	13
10.0 LIMITATIONS	14

FIGURES, TABLES, AND APPENDICES

Figure 1	Locations of Exploratory Borings
Figure 2	Fence Diagram of Exploratory Borings
Figure 3	Legend and Notes for Exploratory Borings
Figures 4 and 5	Gradation Test Results
Figure 6	Moisture-Density Relationship Test Results
Figure 7	Swell-Compression Test Results
Figures 8 and 9	R-Value Test Report
Table 1	Summary of Laboratory Test Results
Appendix A	Individual Logs of Exploratory Borings
Appendix B	ESAL Calculation and Rigid/Flexible Pavement Designs

1.0 PURPOSE AND SCOPE

This report contains the results of a subsurface exploration and pavement design conducted for the proposed 48th Avenue Sidewalk Project in the City and County of Denver, Colorado. A subsurface exploration was conducted to obtain information on soil and groundwater conditions. Soil samples obtained were visually classified and returned to our laboratory, and selected samples were laboratory tested to evaluate strength, classification, and other engineering properties. The results of the field and laboratory testing programs were evaluated to develop geotechnical recommendations for pavement sections and subgrade preparation.

This report has been prepared to summarize the data obtained and present our conclusions and recommendations based on the proposed construction and the subsurface conditions encountered. Design parameters and a discussion of geotechnical engineering conditions related to the proposed construction are included. Environmental assessments including evaluations of the occurrence or potential occurrence of hazardous materials are beyond the scope of this study. Our services were provided in general accordance with our agreement with Jacobs Engineering, dated December 5, 2017.

2.0 PROPOSED CONSTRUCTION

Based on the information provided by Jacobs Engineering, we understand that the proposed construction will consist of reconstruction of the pavement and new construction of a sidewalk along the south side of 48th Avenue from Brighton Boulevard to Claude Court. The new sidewalk will be approximately 5 feet wide and detached (with an amenity zone) and stretch from Brighton Boulevard to Claude Court, tying in with the sidewalk that exists already between Claude Court and York Street. Roadway improvements adjacent to the proposed sidewalk will be approximately 2,070 feet. This report specifically addresses the planned pavement section for the roadway and is not applicable to buildings, structures and/or parking lots located adjacent to those features. Cut and fill depths for the proposed

roadway construction are expected to be nominal and less than about 3 feet. If the scope of the proposed construction changes, we should be notified to re-evaluate our recommendations.

3.0 SITE CONDITIONS AND GEOLOGY

The project corridor extends along 48th Avenue from Brighton Boulevard to Claude Court, about a half-mile east of the South Platte River and a quarter-mile north of I-70 in the City and County of Denver, Colorado. The area is bordered to the west by the National Western Stock Show stock yards; to the north by multiple industrial yards and an aggregate mining operation; to the east by a Union Pacific Rail Road yard, a biological serum manufacturer, a refinery steel product manufacturer; and to the south by a residential neighborhood. Quadrangle scale topographical maps show an approximate 1 percent local topographic relief to the northwest. Currently, the asphalt-paved, two-lane road is used as a detour route for on-going construction along Brighton Boulevard north of 48th Avenue. Evidenced by the potholes, deteriorating asphalt patches and spalling of shoulder pavement, the condition of the asphalt along the roadway is poor. Also, based on a map taken from GeoSearch (performed by the City and County of Denver) identifying 14 HazMat sites in close proximity to the project corridor, there is the potential for subsurface contamination.

Published quadrangle scale geologic mapping (USGS Geologic Quadrangle Map GQ-1541, 1980) shows an old gravel pit backfilled with artificial fill adjacent to 48th Avenue on the northwest corner of the project corridor. The man-made fill is composed of clays, sands and gravels along with other debris and can be 5 feet to 20 feet thick. The map assigns original unconsolidated surficial material to the Broadway Alluvium. These river channel, floodplain, and lower terrace deposits are typified as generally well stratified (layered) sand and gravel, generally with limited clay-silt content; the upper 2 feet to 3 feet (where not removed by grading or construction activities) is indicated as commonly clayey and pebbly silt. Total original thickness of the Broadway Alluvium is reported as up to 15 feet. Mapping in the surrounding area, and reports of material quarried in nearby historical aggregates pits (now filled with artificial fill), indicate similar deposits assigned to the slightly older Louviers Alluvium that include up to 35 feet of mostly sand and gravel interpreted to extend under the surficial Broadway soils. A published USGS map series

(Hydrographic Investigations Atlas HA-736, Sheet 1, 1996) indicates total alluvial soil along the project alignment to be about 40 feet to 50 feet thick with bedrock below. The publication (HA-736, Sheet 5) also maps ground water as being about 35 feet below the surface with seasonal fluctuations likely due to the proximity to, and likely hydraulic connection with, the South Platte River.

Bedrock, based on mapped outcrop and construction exposures on the sides of the South Platte River Valley as well as published borehole information, is assigned to undifferentiated Denver and Arapahoe Formations generally including inter-bedded claystone, siltstone and sandstone and to a lesser extent conglomerate. Interbedding is frequently irregular with different rock types inter-fingering or lensoidal shaped. Internal structural dip of bedrock is interpreted as sloping very gently downward to the east (projected from USGS Hydrographic Atlas HA-742, Sheet 4, 1998). Bedrock in the Denver area is also known as Intermediate Geomaterial.

4.0 SUBSURFACE EXPLORATION

The subsurface exploration was conducted on April 14, 2018 and consisted of drilling 4 exploratory borings along the proposed alignment of 48th Avenue as shown on the attached Figure 1, Locations of Exploratory Borings. The borings were drilled to depths of approximately 5 feet and 10 feet, with a CME 55 truck-mounted drill rig equipped with a 6-inch diameter soil-stem auger. A representative of Geocal, Inc. logged the borings and collected the soil samples. Jacobs Engineering was also on site concurrently collecting samples to monitor for contamination.

Soil samples were collected in general accordance with the ASTM standards using a nominal 1 $\frac{3}{8}$ -inch ASTM split spoon sampler. The penetration resistance values, when properly evaluated, indicate the relative consistency or density of the soils or bedrock hardness. SPT (Standard Penetration Test) samples were taken at depths of 1 foot and 4 feet in the 5-foot holes and at depths of 1 foot, 4 feet and 9 feet in the 10-foot holes. Composite bulk samples of auger cuttings were also obtained from the upper 5 feet of the borings. The pavement was cored using a 5 $\frac{5}{8}$ -inch inner diameter (I.D.) Core Barrel to evaluate the asphalt thickness. Samples collected during drilling were transported to our laboratory for review by our

project engineer and selected samples were programmed for laboratory testing. After drilling, the borings were backfilled with compacted auger cuttings and make-up sand. The asphalt pavement was capped with compacted lifts of asphalt cold patch to 9 inches or to the thickness of the asphalt (whichever is thicker).

Logs of the subsurface conditions encountered, including depths at which samples were collected and penetration resistance values are shown in Figure 2, Fence Diagram of Exploratory Borings. Descriptions of the materials encountered and notes regarding the symbols used are presented in Figure 3, Legend and Notes for Exploratory Borings. Individual logs of the borings are contained in Appendix A.

5.0 SUBSURFACE CONDITIONS

All 4 exploratory borings were drilled through the existing asphalt pavement. The pavement sections encountered were:

Boring #	Asphalt Pavement Thickness (inches)	Aggregate Base Course Thickness (inches)
P-1	6¼	4¾
P-2	10	5
P-3	7	2
P-4	7½	2

As shown on Figure 2, the subsoils consisted of a layer of artificial fill composed of poorly graded sandy lean clay and silty sand extending to depths between 4 feet and 5 feet. The fill materials were mottled brown, moist and loose to dense and contained mostly fine to medium sand with little clay, silt and gravel. Below the fill were natural loose, fine to medium grained, silty sands with some fine gravel. The underlying soils graded more gravelly with depth. Groundwater was not encountered during or at the end of drilling. Bedrock was not encountered. According to Jacobs Engineering, contamination was not encountered during drilling.

6.0 LABORATORY TESTING

Laboratory tests were conducted to evaluate the engineering properties of the soil samples collected during drilling. Laboratory tests consisted of moisture content, dry unit weights, gradation, Atterberg Limits (liquid and plastic limits), swell compression, resistance R-value, and water-soluble sulfates. Results of the laboratory tests are shown on Figures 4 through 9 and summarized in Table 1.

Index Properties: In order to classify soils into categories of similar engineering properties, the AASHTO Classification System and the Unified Soil Classification System (USCS, ASTM D-2487) were used. This system is based on index property tests, including Liquid Limit (ASTM D-423), Plastic Limit (ASTM D-424) and grain size distribution (ASTM D-422). These parameters provide qualitative information on the suitability of the soils for support of pavements and use in other civil engineering projects. Gradation and Atterberg Limits tests results are presented on Figures 4 and 5 and summarized in Table 1.

Material obtained from the borings and tested were classified as SM and CL in accordance with the USCS and A-2-4, A-4, and A-6 with Group Indices ranging from 0 to 5 in accordance with AASHTO. The Atterberg Limits test also indicated that clay soils exist in the subgrade and have low to medium plasticity. In general, the test results indicate that the soils have relatively good support characteristics for pavements.

Moisture-Density Relationship: The moisture-density relationship test is performed to evaluate the density variation that occurs with a particular soil sample with different moisture contents using the same compaction effort. Figure 6 shows the results for a bulk sample of auger cuttings taken from the upper 5 feet of Boring P-4. The bulk sample classified as sandy lean clay had a maximum dry density of 115.1 pounds per cubic foot (pcf) with an optimum moisture content of 12.6%.

Swell-Compression: A swell-compression test (ASTM D 4546) was conducted on a sample of remolded soil (A-4(3)) from Boring P-4 to evaluate compressibility or swell characteristics under loading and wetting. Based on the moisture-density curve for the sample, the soil was remolded to 96.4% dry density at 10.7% moisture. The sample was placed in an odometer ring between porous discs, and an initial pressure of 200 pounds per square foot (psf) was applied. After stabilization, the sample was

submerged and the percent volume change measured. Incremental loading was then applied and the volume change monitored until deformation practically ceased under each load.

The swell-compression test result is shown on Figure 7. The result shows a low swell potential under light surcharge loading and wetting for the remolded soil sample. A swell pressure of 400 psf was measured for the soil sample. The soil exhibits a low to moderate settlement potential under increased loading.

Resistance R-Value: This test is a measurement of the ability of a soil to resist lateral spreading due to an applied vertical loading. The value measured for the soil sample is used to determine the resilient modulus for pavement design. A higher R-value indicates a more suitable soil for support of pavements. The R-value measured for the sample from Boring P-1 was 70 (Figure 8), which indicates relatively good quality soils for support of pavements. The R-value for the bulk sample from Boring P-4 was 24 (Figure 9), which indicates moderate quality soils for support of pavements.

Water-Soluble Sulfates: The water-soluble sulfate test is a measurement of the potential degree of sulfate attack on concrete exposed to the onsite soils. Sulfate solutions react with tri-calcium aluminate hydrate, which is a normal constituent of Portland cement concrete, forming calcium sulfo-aluminate hydrate with an accompanying substantial volume expansion which causes cracking. Sulfate expansion problems will typically exist when the soils have sulfate concentrations in excess of 0.10%. The severity of potential exposure is based on a range of Class 0 (negligible) to Class 3 (severe) as presented in Table 601-2 of *Section 601.04 Sulfate Resistance* of the 2017 Colorado Department of Transportation (CDOT) *Standard Specifications for Road and Bridge Construction* (CDOT Standard Specifications). As shown on the attached Table 1, water-soluble sulfate measurements ranged from 0.05% to 0.07% in the samples. The test results indicate that a Class 0 Severity of Sulfate Exposure is applicable for concrete exposed to the onsite soils. However, according to section 601.04 of CDOT specifications, the sulfate exposure for all concrete shall be Class 2, unless otherwise specified on the plans.

7.0 SITE GRADING

Excavation of the onsite materials should be possible with conventional heavy-duty construction equipment. The re-use of onsite materials will be a function of where the material is taken from and the intended use. Existing vegetation, debris, and any other deleterious materials should be stripped and removed from all proposed pavement and fill areas. Exposed surfaces should be free of mounds and depressions which could prevent uniform fill placement and compaction. The existing onsite artificial fill and natural soils should generally be suitable for re-use as new engineered fill, provided any oversized (3 inches in diameter or greater) or deleterious materials are removed. Prior to placing new fill, the bottom of the excavation should be uniformly scarified and thoroughly compacted with a heavy vibratory compactor. New fill should be placed and compacted according to the CDOT Standard Specifications. Flatwork areas should be stripped of existing vegetation and topsoil, uniformly scarified to a depth of 8 inches, moisture conditioned and compacted in accordance with the CDOT Standard Specifications.

Permanent fill slopes up to 15 feet high should be constructed no steeper than 3 horizontal to 1 vertical grade provided the fills are properly compacted and drained. The ground surface underlying any potential proposed fills should be carefully prepared by removing all organic matter and oversized material (greater than 6 inches maximum dimension), scarifying to a depth of 8 inches and re-compacted. Settlement of properly compacted embankments constructed of granular material similar to that encountered onsite should be on the order of 1% to 2% of the embankment height and should occur during construction.

Proper surface drainage should be provided around all permanent cuts to direct surface runoff away from the cut face. Cut slopes and other stripped areas should be protected against erosion by re-vegetation or other methods. Cut slopes up to 15 feet high should be possible provided the slopes are no steeper than 3 horizontal to 1 vertical, and provided that groundwater seepage is not encountered.

No formal stability analyses were performed to evaluate the permanent slopes recommended above. Published literature and our experience with similar cuts indicate the recommended slopes have adequate factors of safety. If groundwater is encountered during construction, we should be advised for

further evaluations. Excavations are particularly susceptible to localized instabilities if seepage is encountered, and we should be notified if seepage is encountered.

Construction excavations should conform to applicable OSHA regulations, and the contractor should assume responsibility for excavations that are safe for workers.

8.0 PAVEMENT DESIGN RECOMMENDATIONS

A pavement section is a layered system designed to distribute concentrated traffic loads to the subgrade without overstressing the subgrade soils. Performance of the pavement structure is a function of several factors including but not limited to the physical properties of the supporting soils, traffic loadings, and drainage. The pavement sections presented in this report are based on laboratory test results and have been calculated in accordance with the AASHTO 1993 pavement design and Colorado Department of Transportation (CDOT) procedures. Design recommendations for Hot Mix Asphalt Pavement (HMAP) and Portland Cement Concrete Pavement (PCCP) are presented in Sections 8.1 and 8.2, respectively.

Design Traffic Loading: 48th Avenue is classified as a collector street, which provides direct access to adjacent properties (both commercial and residential) and carries traffic to the arterial roads such as Brighton Boulevard. The initial Average Daily Traffic volume (ADT) of 11,000 vehicles per day (for 2016) was taken from CDOT's Online Transportation Information System (OTIS). The traffic station from which the ADT was taken is located near the intersection of Brighton Boulevard and 47th Avenue, one block south of the project corridor. An assumed 2.0% growth rate was used to adjust the 2016 ADT for the 2018 ADT. This 2018 ADT of 11,444 vehicles per day was used as the base value for the future traffic projections. A 2.0% annual growth rate was assumed based on reconstruction of the I-70 Corridor (two blocks south of project site) in the near future. During that construction, vehicles are going to be rerouted to adjacent collector and arterial streets. The owner should review this assumption, and, if needed to be adjusted, we should be notified to reevaluate our traffic projections and pavement designs. The ADT calculations are shown in Appendix B. The table on the next page summarizes the design traffic loading:

2016 ADT	Growth Rate	2018 ADT	20-year Projection (HMAP)		30-year Projection (PCCP)	
			2038 ADT	AADT	2048 ADT	AADT
11,000	2.0%	11,444	17,005	14,225	20,729	16,087

*All ADT values are in vehicles per day

The 18-kip Equivalent Single Axle Load (ESAL) is the equivalent 18,000-pound single axle loading for different vehicle types, and the design period ESAL₂₀ (or ESAL₃₀) is the total equivalent loadings applied to the pavement structure over the design period (20 years or 30 years). The following equivalency factors from CDOT's Pavement Design Manual (2013) were used to convert to ESAL, and the vehicle distribution percentages were taken from OTIS. The percentage of vehicle types and distribution can have a significant effect on the pavement section and the owner should review these assumptions to ensure its validity.

Vehicle Type	Vehicle Equivalency Factor for HMAP (Flexible Pavement)	Vehicle Equivalency Factor for PCCP (Rigid Pavement)	% of Traffic
Passenger Vehicle	0.003	0.003	91.91
Single Unit Trucks	0.249	0.285	5.82
Combination Unit Trucks	1.087	1.692	2.27

A design lane factor of 0.6 of the ADT was applied to 48th Avenue (two lane road). Applying the CDOT vehicle equivalency factors, the following 20-year design (for HMAP) and 30-year design (for PCCP) ESAL values were calculated (calculations shown in Appendix B):

Location	ESAL (Flexible Pavement)	ESAL (Rigid Pavement)
48 th Avenue	2,612,021	6,103,827

Subgrade Soil Strength and Design Parameters: The subgrade soils are expected to consist of silty sand and sandy lean clay, with AASHTO classifications of A-2-4, A-4 and A-6. Laboratory test results indicated that the R-value of the subgrade materials ranges from 24 to 70. However, considering the potential variability of materials, a conservative R-value of 24 was used in the pavement design. Therefore, the subgrade materials used for pavement construction of this project should have an R-value of 24 or greater. The classifications and R-value indicate that the soils have predominantly good pavement support capabilities within about the upper 5 feet of the existing ground surface.

8.1 Hot Mix Asphalt Pavement (HMAP) Design

The asphalt designs were calculated utilizing a 20-year design period. The following additional MGPEC design parameters for a flexible (asphalt) pavement design were used:

<u>General</u>	<u>Value</u>
Initial Serviceability	4.5
Terminal Serviceability	2.5
Reliability Level	90%
Overall Standard Deviation	0.44
Resilient Modulus (M_R) (R-Value of 24)	5,629 psi
Structural Layer Coefficient, HMA	0.44
Structural Layer Coefficient, Aggregate Base Course (ABC)	0.12

Pavement Thickness Recommendation: The design procedure for flexible pavements is based on the *1993 AASHTO Guide for Design of Pavement Structures*. Windows Pavement Analysis Software (WinPAS12) was used to calculate the composite asphalt and base course thicknesses for the proposed roadway. The HMAP pavement design printout is included in Appendix B.

The recommended flexible pavement section is:

<u>Location</u>	<u>Asphalt (HMAP) Layer Thickness</u>	<u>Aggregate Base Course (ABC)</u>
48 th Avenue	8¼ inches	6 inches

Hot Mix Asphalt Pavement (HMAP): HMAP should consist of a bituminous plant mix composed of a mixture of aggregate and bituminous material that meets the requirements of a job-mix formula established by a qualified engineer. Grading and gyratory requirements are generally determined by ESAL₂₀ values, and binder requirements were determined using the LTPPBind 3.1 Beta software. The following grading and binder types are recommended for this project:

Top Lift Grading SX (75) PG76-28
 Lower Lifts Grading S (75) PG58-28

Grading SX has a finer aggregate gradation than Grading S and is recommended for use in the top layer. This may help reduce surface water penetration and oxidation of the HMAP surface, which may in

turn help reduce long-term maintenance. Stone Mix Asphalt (SMA) can also be considered for use as a top lift pavement material but is not recommended.

Aggregate Base Course (ABC): Aggregate base course material should meet specifications in accordance with CDOT standard specifications and have a minimum R-value of 78. The material should be compacted to at least 95% of the maximum density as determined by AASHTO T-180.

8.2 Portland Cement Concrete Pavement (PCCP) Design

The concrete design sections were calculated using a 30-year design period. The following additional design parameters for a rigid (concrete) pavement design were used:

<u>General</u>	<u>Value</u>
Initial Serviceability	4.5
Terminal Serviceability	2.5
Reliability Level	90%
<u>Soils</u>	<u>Value</u>
Modulus of Subgrade Reaction, K-value (psi/in)	134
<u>Concrete</u>	<u>Value</u>
Overall Standard Deviation	0.34
28-day Mean Modulus of Rupture (psi)	650
PCCP Modulus of Elasticity (psi)	3,400,000
Poisson's Ratio of Concrete	0.15

The Modulus of Subgrade Reaction (K-value) was estimated by using the American Concrete Pavement Association (ACPA) Static K-value Calculator that calculated an approximate K-value based on the Resilient Modulus of Subgrade (M_r).

Pavement Thickness Recommendation: The design procedure for rigid pavements is based on of the *1998 AASHTO Supplemental Rigid Pavement Design* and done in accordance with the *1993 AASHTO Rigid Pavement Design Guide*. The ESAL calculations and pavement design printouts are included in Appendix B.

The recommended rigid pavement section is:

<u>Location</u>	<u>Concrete (PCCP) Layer Thickness</u>	<u>Aggregate Base Course (ABC) Thickness</u>
48 th Avenue	9 inches	6 inches

A ¼ inch is added to the concrete thickness prior to rounding to account for any future diamond grinding operations or maintenance.

Portland Cement Concrete Pavement (PCCP): PCCP should meet requirements specified for Class P concrete in accordance with the CDOT standard specifications. PCCP sections assume the use of dowels for transverse joints and that the pavement is tied to concrete shoulders or curbs. Dowels should be a minimum of 1½ inch in diameter for all new PCCP, based on faulting criteria in the AASHTO Supplemental Rigid Pavement Design Guide.

Aggregate Base Course (ABC): Aggregate base course material should meet specifications in accordance with CDOT standard specifications as specified in Section 8.1 of this report.

Subgrade Preparation: The laboratory test results indicate that the soils encountered have low swell potential when subjected to wetting and are suitable for use as pavement support. Any debris, vegetation, or otherwise unsuitable materials should be removed from proposed pavement areas and be replaced with non-expansive soils meeting the minimum strength requirements. New fill should be uniformly moisture conditioned to within ±2% of the optimum moisture content and compacted per CDOT standard specifications (2017). Any new fill should have an R-value of 24 or greater.

Proof Roll: Prior to paving or placing aggregate base course, the upper 8 inches of the subgrade should be uniformly scarified, moisture conditioned, and compacted as specified in section 203.08 of the 2017 CDOT Standard Specifications. The pavement subgrade should be thoroughly proof-rolled with a heavily loaded pneumatic tired vehicle, as described in the CDOT standard specifications. Areas that deform (rut or deflect) excessively under the wheel loads should be removed and replaced prior to paving. Proof-rolled areas should be paved within 48 hours or less. If precipitation occurs after the proof-roll and prior to paving, then the area should again be proof-rolled and stabilized as necessary. A geotextile may

also be considered for use in conjunction with imported gravel or coarse rock to help stabilize the subgrade for paving.

Drainage and Frost Potential: The collection and diversion of surface drainage away from paved areas is extremely important to the satisfactory performance of the pavement. The design of surface drainage should be carefully considered to remove all water from paved areas. Groundwater was encountered at a sufficient depth that a pavement subsurface drain should not be needed. The near-surface soil has low frost heave susceptibility. Frost heave potential can be reduced through proper surface drainage and construction control. Utilities should be placed prior to paving and trench backfill should be properly placed and compacted to help reduce differential settlement and subsequent distress to the pavement structure.

Maintenance: Periodic maintenance of paved areas will extend pavement life. Pavement maintenance for HMA and PCC pavements should follow CDOT or CCD procedures.

9.0 SIDEWALK RECOMMENDATION

We understand that the sidewalk to be constructed along the south side of 48th Avenue (from Brighton Boulevard to Claude Court) will be done in accordance with the City and County of Denver Rules and Regulations for Sidewalk and Curb Ramp Construction (2007). Vegetation, debris and muddy soil should be removed from the subgrade and replaced with suitable material (similar to pavement fill) placed in layers not exceeding 6 inches in thickness. Each lift should be thoroughly compacted and the overall subgrade proof-rolled in a manner and to the same degree as with the pavement subgrade.

10.0 LIMITATIONS

This report has been prepared in accordance with generally accepted geotechnical engineering practices used in this area and has been prepared for design purposes. The conclusions and recommendations submitted in this report are based upon the data obtained from the borings drilled at the approximate locations shown on Figure 1. The nature and extent of variations between the exploratory borings may not become evident until excavation is performed. If during construction, subsurface conditions appear to be different from those described herein, this office should be advised at once so re-evaluation of the recommendations may be made.

Geocal's professional services were performed using the degree of care and skill ordinarily exercised, under similar circumstances, by reputable geotechnical engineers practicing in this or similar localities at the time this report was prepared in this area. No warranty expressed or implied is made. This report is not a bidding document. Any contractor reviewing this report must draw his or her own conclusions regarding site conditions and specific construction techniques to be used on this project. Geocal is not responsible for the interpretation of the site surface and subsurface conditions by others that are not consistent with the contents of this report.

Explorations into the occurrence or potential occurrence of hazardous materials, or other environmental assessments that may be applicable to the site are beyond the scope of services represented by this report. On-site observation of excavations and testing of geotechnical materials by a representative of this office is recommended.

Attachment #1



GEOCAL
GEOSCIENCES & ENGINEERING

48th Avenue Sidewalk
City and County of Denver, Colorado
Project No. G18.1822.002

Date Drawn: 05/03/2018
Drawn By: MC
Checked By: RV

Locations of
Exploratory Borings

FIGURE 1

Attachment #1



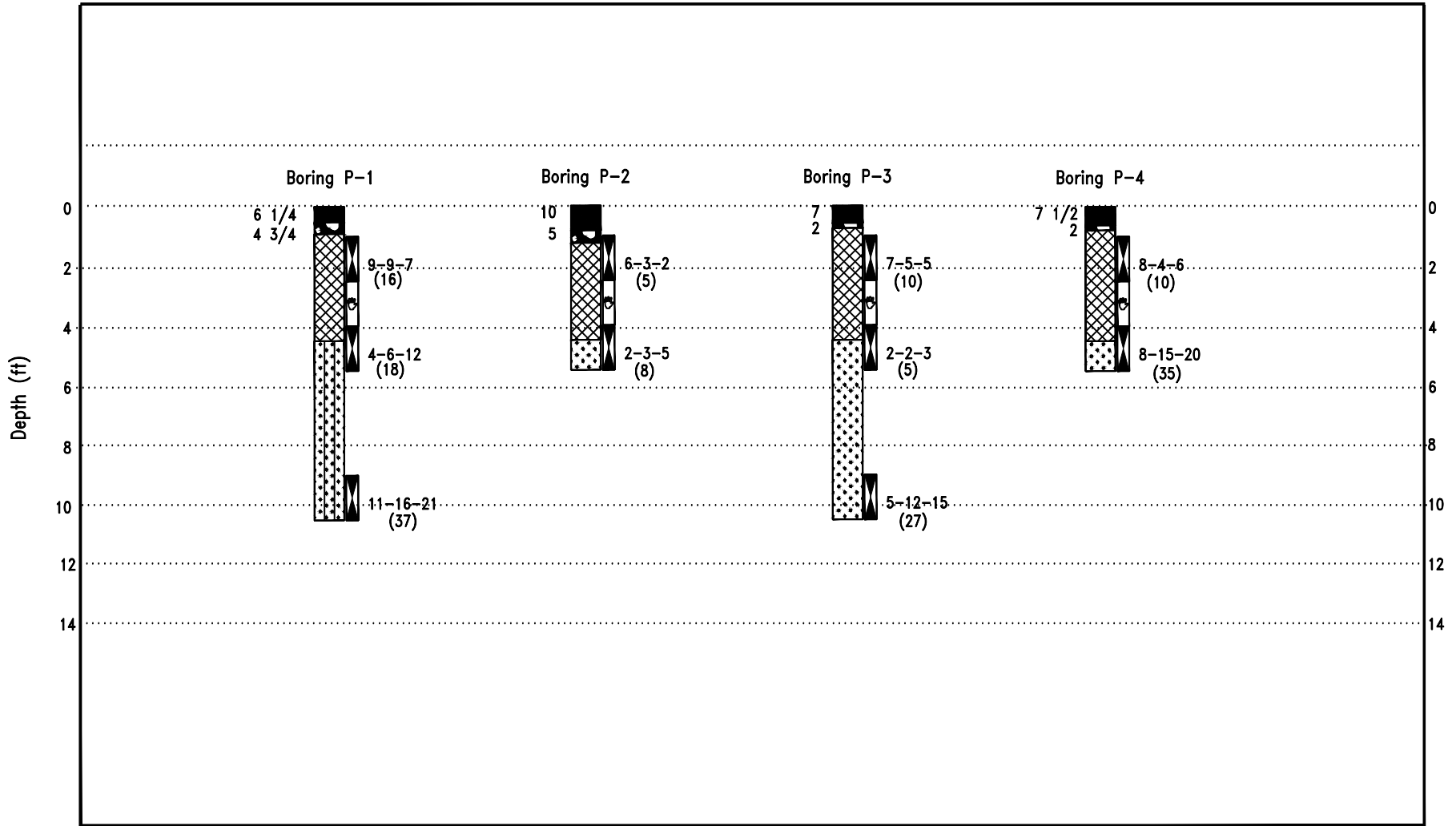
7290 South Fraser Street
 Centennial, CO 80112
 Telephone: (303) 337-0338
 Fax: (303) 337-0247

FENCE DIAGRAM OF EXPLORATORY BORINGS
 FIGURE 2

CLIENT Jacobs Engineering
 PROJECT NUMBER G18.1822.002

PROJECT NAME 48th Avenue Sidewalk
 PROJECT LOCATION Denver, CO

STRATIGRAPHY & GW - A SIZE - GINT STD US LAB.GDT - 5/2/18 12:18 - W:\ENGINEERING\CLIENTS\JACOBS ENGINEERING\2018 PROJECTS\48TH AVENUE SIDEWALK PROJECT\POST-DRILL\GINT\48TH AVE SIDEWALK.GPJ



GEOCAL

GEOSCIENCES & ENGINEERING






7290 South Fraser Street
 Centennial, CO 80112
 Telephone: (303) 337-0338
 Fax: (303) 337-0247

LEGEND AND NOTES FOR EXPLORATORY BORINGS FIGURE 3



CLIENT Jacobs Engineering PROJECT NAME 48th Avenue Sidewalk
 PROJECT NUMBER G18.1822.002 PROJECT LOCATION Denver, CO

LITHOLOGIC SYMBOLS

(Unified Soil Classification System)

- 7  ASPHALT PAVEMENT, thickness in inches to left of log
- 2  AGGREGATE BASE COURSE (ABC), thickness in inches to left of log
-  FILL, SILTY SAND, SANDY LEAN CLAY
-  SILTY SAND with GRAVEL (SM)
-  POORLY GRADED SAND with GRAVEL (SP)

SAMPLER SYMBOLS

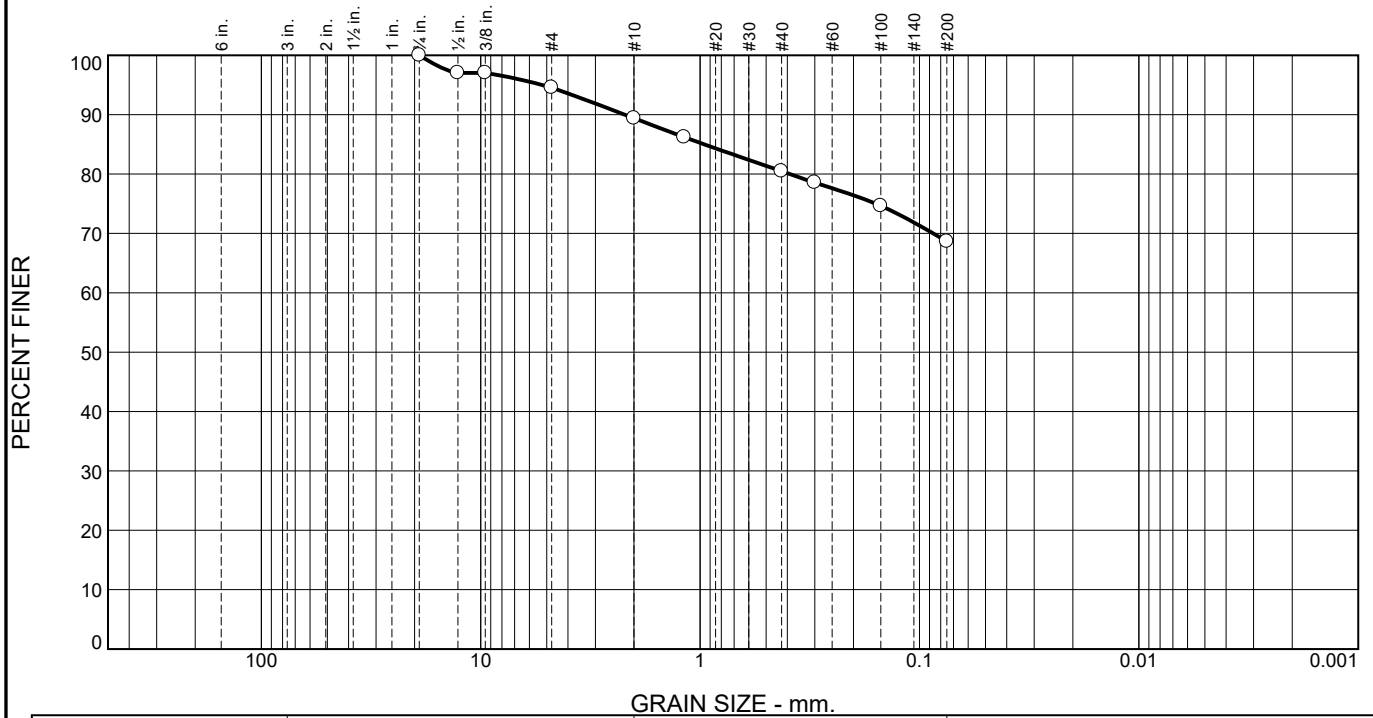
-  Grab Sample
-  9-9-7
(16) Standard Penetration Test, 6-inch blow counts to the right of log, N-value in parenthesis

NOTES

- 1) Borings were drilled on April 14, 2018 with a CME-55 drill rig equipped with 6-inch diameter solid stem augers
- 2) Locations of borings shown on Figure 1 are approximate
- 3) The lines between strata represent approximate boundaries between material types. Transitions between materials may actually be gradual.
- 4) Groundwater was not encountered at the depths explored while drilling. Fluctuations in the water level may occur with time.

KEY TO SYMBOLS -- GINT STD US LAB.GDT -- 9/12/17 10:00 -- W:\ENGINEERING\CLIENTS\JACOBS ENGINEERING\2018 PROJECTS\48th AVENUE SIDEWALK\GINT\48th AVENUE SIDEWALK.GPJ

Gradation Test Results



	% +3"	% Gravel	% Sand		% Fines	
			Coarse	Fine	Silt	Clay
<input type="radio"/>	0	11	9	11	69	

	LL	PL	D85	D60	D50	D30	D15	D10	Cc	Cu
<input type="radio"/>	25	16	0.9570							

Material Description	USCS	AASHTO
<input type="radio"/> sandy lean clay, fill	CL	A-4(4)

Project No. G18.1822.002 **Client:** Jacobs Engineering
Project: 48th Avenue Sidewalks
 Location: Boring P-4 **Depth:** 1 foot **Sample Number:** 8144-6

Remarks:

GEOCAL, INC.

Moisture-Density Relationship Test Results

Project No.: G18.1822.002

Date: 4-16-18

Project: 48th Avenue Sidewalks

Client: Jacobs Engineering

Location: Boring P-4

Sample Number: 8144-5 **Depth:** 1-5 feet

Remarks:

MATERIAL DESCRIPTION

Description: sandy lean clay, fill

Classifications -

USCS: CL

AASHTO: A-4(3)

Nat. Moist. =

Sp.G. =

Liquid Limit = 26

Plasticity Index = 9

% < No.200 = 64 %

TEST RESULTS

Maximum dry density = 115.1 pcf

Optimum moisture = 12.6 %

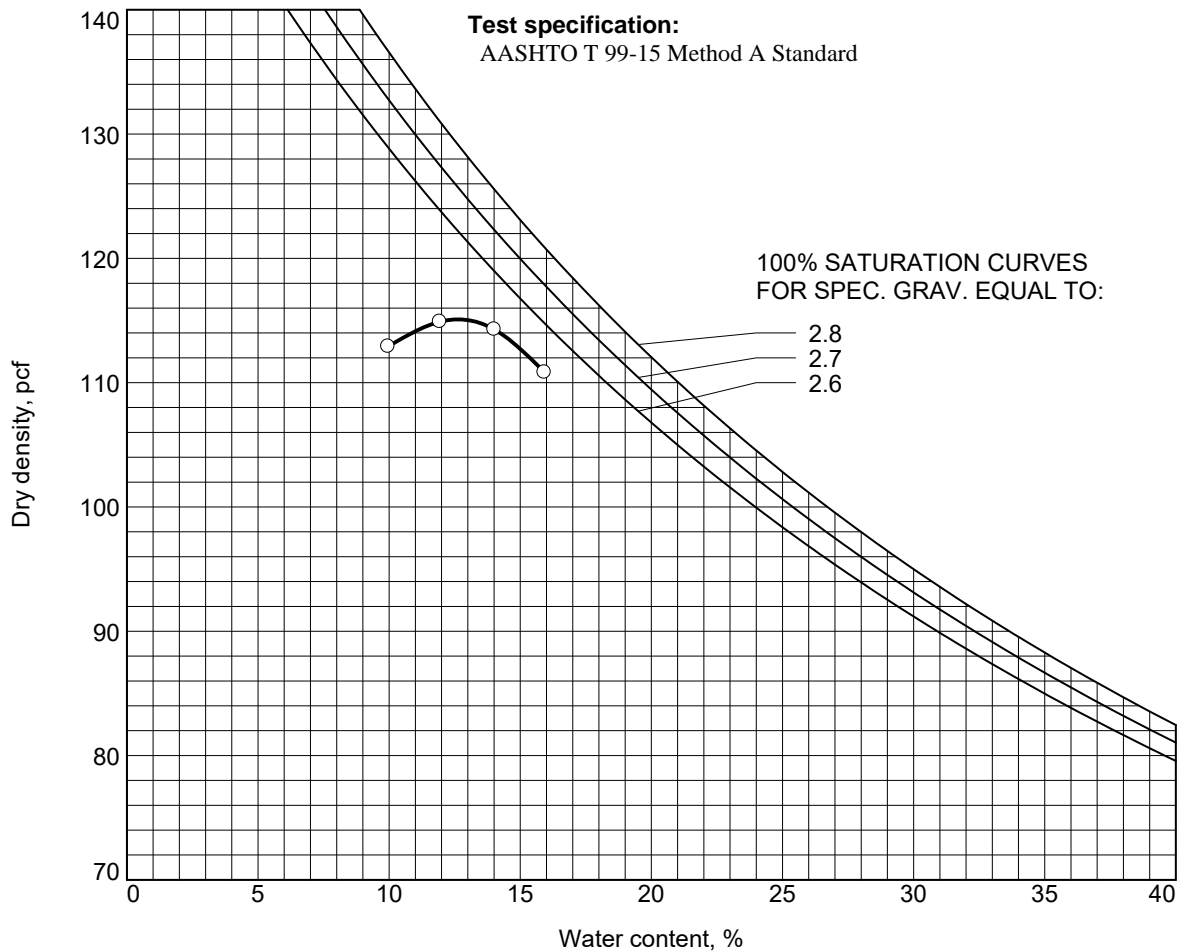
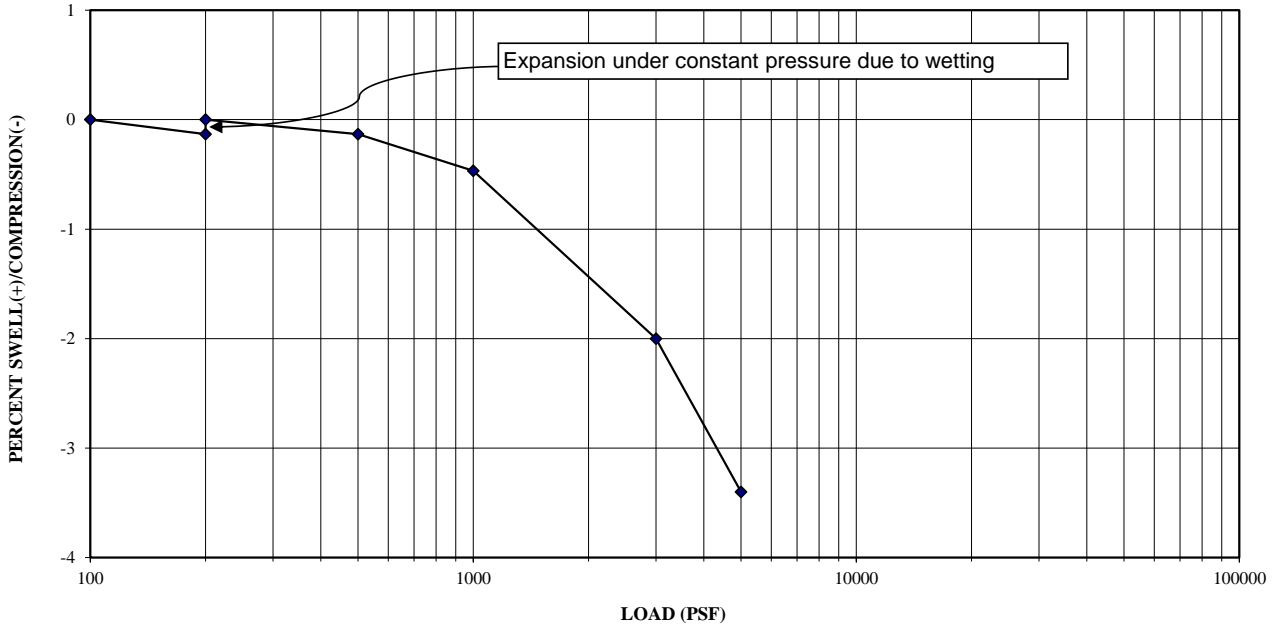


Figure 6

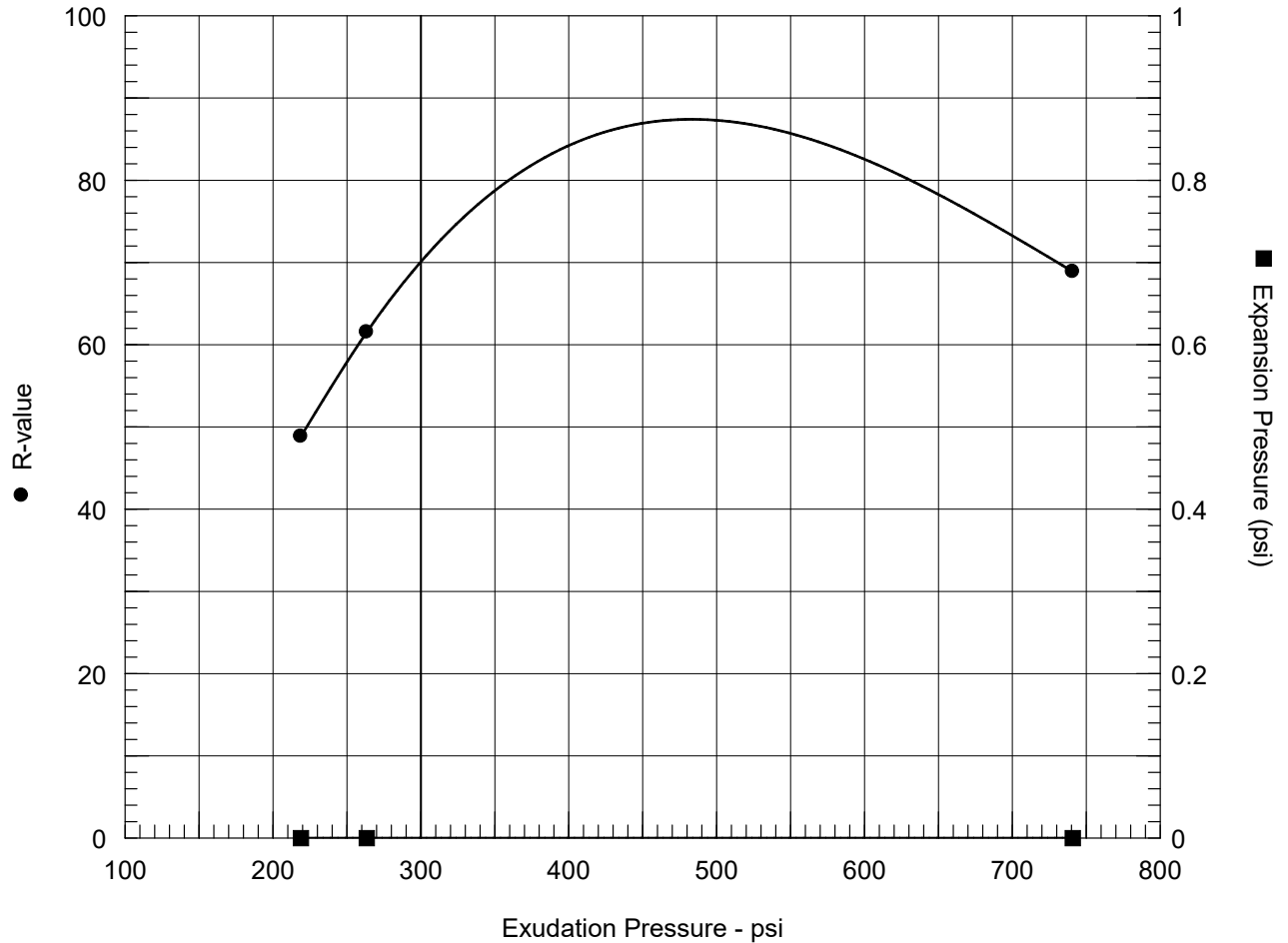
SWELL-COMPRESSION TEST



Sample Location	Boring P-4
Sample Depth	1-5 feet
Sample Description	Sandy lean clay, fill
USCS Classification	CL
AASHTO Classification	A-4(3)

Dry Density	111 pcf
Moisture Content	10.7 %
Volume Change	0.1 %
Swell Pressure	400 psf
Remolded to 96.4% Dry Density	

R-VALUE TEST REPORT

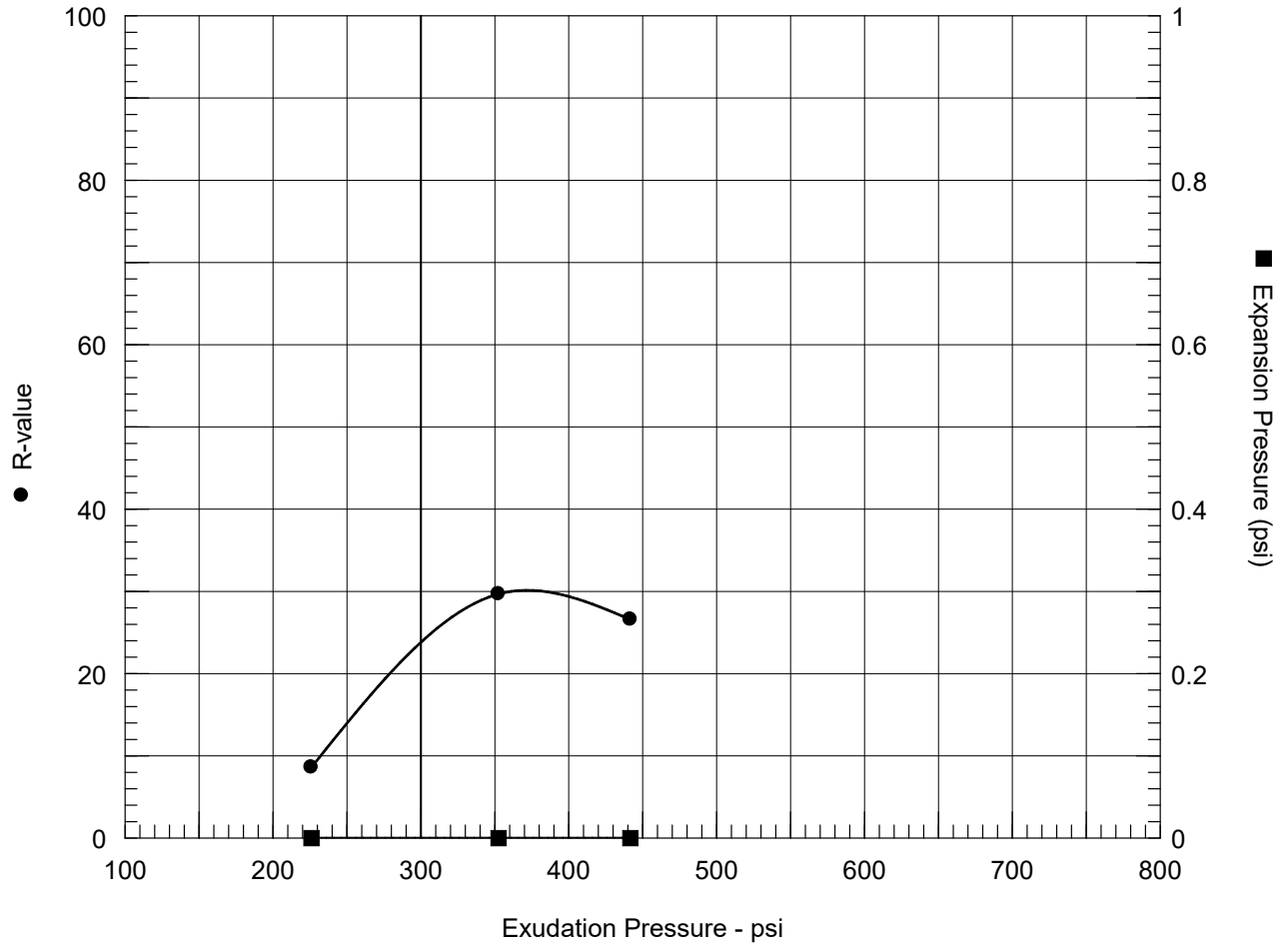


Resistance R-Value and Expansion Pressure - AASHTO T 190

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	110	114.0	13.3	0.00	55	2.54	219	49	49
2	150	115.7	11.4	0.00	39	2.54	263	62	62
3	210	117.7	10.5	0.00	29	2.50	741	69	69

Test Results	Material Description
<p>R-value at 300 psi exudation pressure = 70</p> <p>Exp. pressure at 300 psi exudation pressure = 0.00 psi</p>	<p>silty sand</p>
<p>Project No.: G18.1822.002</p> <p>Project: 48th Avenue Sidewalks</p> <p>Location: Boring P-1</p> <p>Sample Number: 8144-1 Depth: 1-5 feet</p> <p>Date: 5/1/2018</p>	<p>Tested by:</p> <p>Checked by:</p> <p>Remarks:</p>
<p>R-VALUE TEST REPORT</p> <p>GEOCAL, INC.</p>	<p>Figure 8</p>

R-VALUE TEST REPORT



Resistance R-Value and Expansion Pressure - AASHTO T 190

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	50	114.8	15.2	0.00	138	2.40	226	9	9
2	75	118.7	13.0	0.00	93	2.40	353	32	30
3	150	121.1	12.1	0.00	100	2.40	442	29	27

Test Results	Material Description
<p>R-value at 300 psi exudation pressure = 24</p> <p>Exp. pressure at 300 psi exudation pressure = 0.00 psi</p>	sandy lean clay, fill
<p>Project No.: G18.1822.002</p> <p>Project: 48th Avenue Sidewalks</p> <p>Location: Boring P-4</p> <p>Sample Number: 8144-5 Depth: 1-5 feet</p> <p>Date: 5/2/2018</p>	<p>Tested by:</p> <p>Checked by:</p> <p>Remarks:</p>
<p>R-VALUE TEST REPORT</p> <p>GEOCAL, INC.</p>	

Appendix A

Individual Logs of Exploratory Borings



7290 South Fraser Street
 Centennial, CO 80112
 Telephone: (303) 337-0338
 Fax: (303) 337-0247

BORING NUMBER P-1
 PAGE 1 OF 1

CLIENT Jacobs Engineering **PROJECT NAME** 48th Avenue Sidewalk
PROJECT NUMBER G18.1822.002 **PROJECT LOCATION** Denver, CO
DATE STARTED 4/14/18 **COMPLETED** 4/14/18 **GROUND ELEVATION** _____ **NORTH** _____
DRILLING CONTRACTOR Elite Drilling Services **GROUND WATER LEVELS:** _____ **EAST** _____
DRILLING METHOD SSA **HOLE SIZE** 6 inches **AT TIME OF DRILLING** ---
LOGGED BY Ani Galvan **CHECKED BY** Nur Hossain, P.E **AT END OF DRILLING** --- Not Encountered
NOTES _____ **AFTER DRILLING** ---

G18.1822.002 - 48th Avenue Sidewalk Project - Post-Drilling - 48th Avenue Sidewalk - GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	UNCONFINED COMP. STRENGTH (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)	% Swell (+) or Consol. (-) / Swell Pressure (psf)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX		
0		ASPHALT PAVEMENT, 6 1/4 inches thick											
		AGGREGATE BASE COURSE, 4 3/4 inches thick, moist, blackish-brown, mostly fine to coarse subangular sand, little fine angular gravel	SPT	78	9-9-7 (16)			10.8	NV		NP	44	
		FILL, SILTY SAND, medium dense, moist, light brown, mostly fine sand, some medium subrounded sand, some silt, mottled, little lean clay	GB	100				9.5	NV		NP	32	
5		SILTY SAND with GRAVEL (SM), moist, light brown, medium dense to very dense, mostly fine to coarse sand, some silt, some fine to coarse angular to subangular gravel	SPT	83	4-6-12 (18)								
10			SPT	94	11-16-21 (37)								

Bottom of boring at 10.5 feet.



7290 South Fraser Street
 Centennial, CO 80112
 Telephone: (303) 337-0338
 Fax: (303) 337-0247

BORING NUMBER P-2

CLIENT Jacobs Engineering **PROJECT NAME** 48th Avenue Sidewalk
PROJECT NUMBER G18.1822.002 **PROJECT LOCATION** Denver, CO
DATE STARTED 4/14/18 **COMPLETED** 4/14/18 **GROUND ELEVATION** _____ **NORTH** _____
DRILLING CONTRACTOR Elite Drilling Services **GROUND WATER LEVELS:** _____ **EAST** _____
DRILLING METHOD SSA **HOLE SIZE** 6 inches **AT TIME OF DRILLING** ---
LOGGED BY Ani Galvan **CHECKED BY** Nur Hossain, P.E **AT END OF DRILLING** --- Not Encountered
NOTES _____ **AFTER DRILLING** ---

G18.1822.002 - GINT STD US LAB.GDT - 5/3/18 13:24 - W:\ENGINEERING\CLIENTS\JACOBS ENGINEERING\2018 PROJECTS\48TH AVENUE SIDEWALK PROJECT\POST-DRILL\GINT\48TH AVE SIDEWALK.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	UNCONFINED COMP. STRENGTH (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)	% Swell (+) or Consol (-) / Swell Pressure (psf)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX		
0		ASPHALT PAVEMENT, 10 inches thick											
1		AGGREGATE BASE COURSE, 5 inches thick, moist, brown, mostly fine to coarse angular to subrounded sand, some fine angular to subrounded gravel	SPT	78	6-3-2 (5)			8.4	NV		NP	33	
2		FILL, SILTY SAND, loose moist, light brown, mostly fine to medium sand, some silt, little subangular coarse sand, mottled, iron staining	GB	100									
5		POORLY GRADED SAND with GRAVEL (SP), loose, moist, orangish-brown to grey, mostly fine sand, little fine gravel, little lean clay, grades more gravelly with depth	SPT	67	2-3-5 (8)								

Bottom of boring at 5.5 feet.



7290 South Fraser Street
 Centennial, CO 80112
 Telephone: (303) 337-0338
 Fax: (303) 337-0247

BORING NUMBER P-3

PAGE 1 OF 1

CLIENT Jacobs Engineering **PROJECT NAME** 48th Avenue Sidewalk
PROJECT NUMBER G18.1822.002 **PROJECT LOCATION** Denver, CO
DATE STARTED 4/14/18 **COMPLETED** 4/14/18 **GROUND ELEVATION** _____ **NORTH** _____
DRILLING CONTRACTOR Elite Drilling Services **GROUND WATER LEVELS:** _____ **EAST** _____
DRILLING METHOD SSA **HOLE SIZE** 6 inches **AT TIME OF DRILLING** ---
LOGGED BY Ani Galvan **CHECKED BY** Nur Hossain, P.E **AT END OF DRILLING** --- Not Encountered
NOTES _____ **AFTER DRILLING** ---

GEO TECH BH COLUMNS - GINT STD US LAB.GDT - 5/3/18 13:24 - W:\ENGINEERING\CLIENTS\JACOBS ENGINEERING\2018 PROJECTS\48TH AVENUE SIDEWALK PROJECT\POST-DRILL\GINT\48TH AVE SIDEWALK.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	UNCONFINED COMP. STRENGTH (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)	% Swell (+) or Consol (-) / Swell Pressure (psf)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX		
0		ASPHALT PAVEMENT, 7 inches thick											
		AGGREGATE BASE COURSE, 2 inches thick, loose, wet (coring H2O), mostly fine to coarse sand, some fine subrounded gravel, old asphalt/hard layer at 9 inches	SPT	72	7-5-5 (10)			11.6	30	14	16	53	
		FILL, SANDY LEAN CLAY, loose, moist, dark brown, mostly clay, some fine to medium sand, little silt, little subrounded gravel	GB	100									
5		POORLY GRADED SAND with GRAVEL (SP), loose to dense, moist, grey to orangish-brown, mostly fine sand, little medium sand, little coarse subrounded sand, some silt, trace subrounded gravel, trace stratifications of medium to coarse sand with gravel, iron staining, grades more gravelly with depth	SPT	94	2-2-3 (5)								
10			SPT	94	5-12-15 (27)								

Bottom of boring at 10.5 feet.



7290 South Fraser Street
 Centennial, CO 80112
 Telephone: (303) 337-0338
 Fax: (303) 337-0247

BORING NUMBER P-4

CLIENT Jacobs Engineering **PROJECT NAME** 48th Avenue Sidewalk
PROJECT NUMBER G18.1822.002 **PROJECT LOCATION** Denver, CO
DATE STARTED 4/14/18 **COMPLETED** 4/14/18 **GROUND ELEVATION** _____ **NORTH** _____
DRILLING CONTRACTOR Elite Drilling Services **GROUND WATER LEVELS:** _____ **EAST** _____
DRILLING METHOD SSA **HOLE SIZE** 6 inches **AT TIME OF DRILLING** --- Not Encountered
LOGGED BY Ani Galvan **CHECKED BY** Nur Hossain, P.E **AT END OF DRILLING** --- Not Encountered
NOTES _____ **AFTER DRILLING** ---

GEO TECH BH COLUMNS - GINT STD US LAB.GDT - 5/3/18 13:24 - W:\ENGINEERING\CLIENTS\JACOBS ENGINEERING\2018 PROJECTS\48TH AVENUE SIDEWALK PROJECT\POST-DRILL\GINT\48TH AVE SIDEWALK.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	UNCONFINED COMP. STRENGTH (psf)	DRY UNIT WT. (pcf)	ATTERBERG LIMITS			FINES CONTENT (%)	% Swell (+) or Consol (-) / Swell Pressure (psf)
								LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX		
0		ASPHALT PAVEMENT, 7 1/2 inches thick, Poor Condition										
		AGGREGATE BASE COURSE, 2 inches thick, wet, brown, mostly fine to coarse sand, some lean clay, little fine gravel	SPT	89	8-4-6 (10)							
		FILL, SANDY LEAN CLAY, stiff, moist, dark brown, mostly low plasticity clay, some silt, some fine to medium sand, trace coarse sand, trace fine subrounded gravel, sand increases with depth, slight calcareous inclusions	GB	100			111	13.6	25	16	9	69
		POORLY GRADED SAND with GRAVEL (SP), dense, moist, white, mostly fine to coarse sand, some fine subrounded to rounded gravel	SPT	100	8-15-20 (35)			10.7	26	17	9	64
5												400

Bottom of boring at 5.5 feet.

Appendix B

ESAL Calculation and Rigid/Flexible Pavement Designs

ESAL CALCULATIONS

FLEXIBLE PAVEMENT ESALS			
PROJECT:	48th Avenue Sidewalk		
CLIENT:	Jacobs Engineering		
48th Avenue Sidewalk - AASHTO 1993 Pavement Design Methodology	Vehicle Type/Classification		
	Cars	Single Unit Trucks	Combination Trucks
Vehicle Type Load Factor (Flexible):	0.003	0.249	1.087
Assumed Growth Rate:	0.02		
Vehicle Distribution:	0.9191	0.0582	0.0227
2018 ADT Estimate:	11,444		
Projected 2038 ADT:	17,005		
20-year Design ADT:	14,225		
Vehicle Distribution:	13,074	828	323
Equivalent ESALs:	39	206	351
Total Daily ESAL:	596		
Total Design Period ESAL (Flexible):	4,353,368		
Lane Distribution Factor:	0.6		
Design Lane ESAL:	2,612,021		

RIGID PAVEMENT ESALS			
PROJECT:	48th Avenue Sidewalk		
CLIENT:	Jacobs Engineering		
48th Avenue Sidewalk - AASHTO 1993 Pavement Design Methodology	Vehicle Type/Classification		
	Cars	Single Unit Trucks	Combination Trucks
Vehicle Type Load Factor (Rigid):	0.003	0.285	1.692
Assumed Growth Rate:	0.02		
Vehicle Distribution:	0.9191	0.0582	0.0227
2018 ADT Estimate:	11,444		
Projected 2048 ADT:	20,729		
30-year Design ADT:	16,087		
Vehicle Distribution:	14,785	936	365
Equivalent ESALs:	44	267	618
Total Daily ESAL:	929		
Total Design Period ESAL (Rigid):	10,173,045		
Lane Distribution Factor:	0.6		
Design Lane ESAL:	6,103,827		

Attachment #1

WinPAS

Pavement Thickness Design According to
1993 AASHTO Guide for Design of Pavements Structures
 American Concrete Pavement Association

Flexible Design Inputs

Project Name: 48th Avenue Sidewalk
 Route: 48th Avenue Between Brighton Boulevard and Claude Court
 Location: Denver, Colorado
 Owner/Agency: Jacobs Engineering
 Design Engineer:

Flexible Pavement Design/Evaluation

Structural Number	4.29	Subgrade Resilient Modulus	5,629.00 psi
Total Flexible ESALs	2,612,021	Initial Serviceability	4.50
Reliability	90.00 percent	Terminal Serviceability	2.50
Overall Standard Deviation	0.44		

Layer Pavement Design/Evaluation

Layer Material	Layer Coefficient	Drainage Coefficient	Layer Thickness	Layer SN
Asphalt Cement Concrete	0.44	1.00	8.11	3.57
Graded Stone Base	0.12	1.00	6.00	0.72
			Σ SN	4.29

HMAP = 8.25 inches

Attachment #1

Rigid Pavement Design - Based on AASHTO Supplemental Guide

Reference: *LTPP DATA ANALYSIS - Phase I: Validation of Guidelines for k-Value Selection and Concrete Pavement Performance Prediction*

I. General

Agency:
 Street Address:
 City:
 State:

Project Number:

ID:

Description:

Location:

II. Design

Serviceability

Initial Serviceability, P₁:
 Terminal Serviceability, P₂:

PCC Properties

28-day Mean Modulus of Rupture, (S'_c): psi
 Elastic Modulus of Slab, E_c: psi
 Poisson's Ratio for Concrete, m:

Base Properties

Elastic Modulus of Base, E_b: psi
 Design Thickness of Base, H_b: in
 Slab-Base Friction Factor, f:

Reliability and Standard Deviation

Reliability Level (R): %
 Overall Standard Deviation, S₀:

Climatic Properties

Mean Annual Wind Speed, WIND: mph
 Mean Annual Air Temperature, TEMP: °F
 Mean Annual Precipitation, PRECIP: in

Subgrade k-Value

psi/in

Design ESALs

million

Pavement Type, Joint Spacing (L)

JPCP

JRCP

CRCP

Joint Spacing:

ft

JPCP

Effective Joint Spacing: in

Edge Support

Conventional 12-ft wide traffic lane

Conventional 12-ft wide traffic lane + tied PCC

2-ft widened slab w/conventional 12-ft traffic lane

Edge Support Factor:

Sensitivity Analysis

Slab Thickness used for
 Sensitivity Analysis: in

Modulus of Rupture

Elastic Modulus (Slab)

Elastic Modulus (Base)

Base Thickness

k-Value

Joint Spacing

Reliability

Standard Deviation

Calculated Slab Thickness for Above Inputs:

8.64 in

Faulting

DOWELED PAVEMENT

Dowel Diameter: in
 K_d: psi/in
 E_s: psi

Base/Slab Frictional Restraint

- Stabilized Base
- Aggregate Base or LCB w/ bond breaker

ALPHA: /°F
 TRANGE: °F
 e: strain
 D: in
 P: lbf
 T:

Base Type

- Stabilized Base
- Unstabilized Base

FI: °F-days
 CESAL: million
 Age: years
 C_d:

Faulting (doweled)

0.06 in

Faulting Check - **PASS**

NONDOWELED PAVEMENT

Days90: days

D: in

Base Type

- Stabilized Base
- Unstabilized Base

FI: °F-days
 CESAL: million
 Age: years
 C_d:

Faulting (nondoweled)

in

Faulting Check -

Recommended critical mean joint faulting levels for design (Table 28)

Joint Spacing	Critical Mean Joint Faulting
< 25 ft	0.06 in
> 25 ft	0.13 in

Note: Joint load position stress checks need to be performed only for nondoweled pavements

Only two numbers need to be entered in this sheet:

**Temperature gradient
Tensile stress at top of slab****Step 1:**Total Negative Temperature Differential

Slab Thickness: 8.64 in

Total Negative Temperature Differential: -5.1 °F

Construction Curling and Moisture Gradient Temperature DifferentialEnter temperature gradient: °F/in (enter positive value from below)

For temperature gradient use:

Wet Climate: 0 to 2 °F/in (Annual Precipitation \geq 30 in or Thornthwaite Moisture Index $>$ 0)**Dry Climate:** 1 to 3 °F/in (Annual Precipitation $<$ 30 in or Thornthwaite Moisture Index $<$ 0)Total Effective Negative Temp. Differential: °F**Step 2:**

Use one or more of the following charts to estimate the tensile stress at top of slab.

Note that the charts show the variation of tensile stress with negative temperature differential for slab thicknesses ranging from 7 to 13 in. These are plotted for a base course thickness of 6 in. The six charts represent three k-values (100, 250 and 500 psi/in) and two values for the elastic modulus of the base (25,000 psi and 1,000,000 psi). Use judgment to extrapolate the value of the tensile stress at the top of the slab from these charts.

Enter Tensile Stress at Top of Slab: psi (use charts below)**Step 3:**

Compare the above tensile stress with the maximum tensile stress at the bottom of the slab for which the slab is designed. For the given inputs and the above thickness, this value is

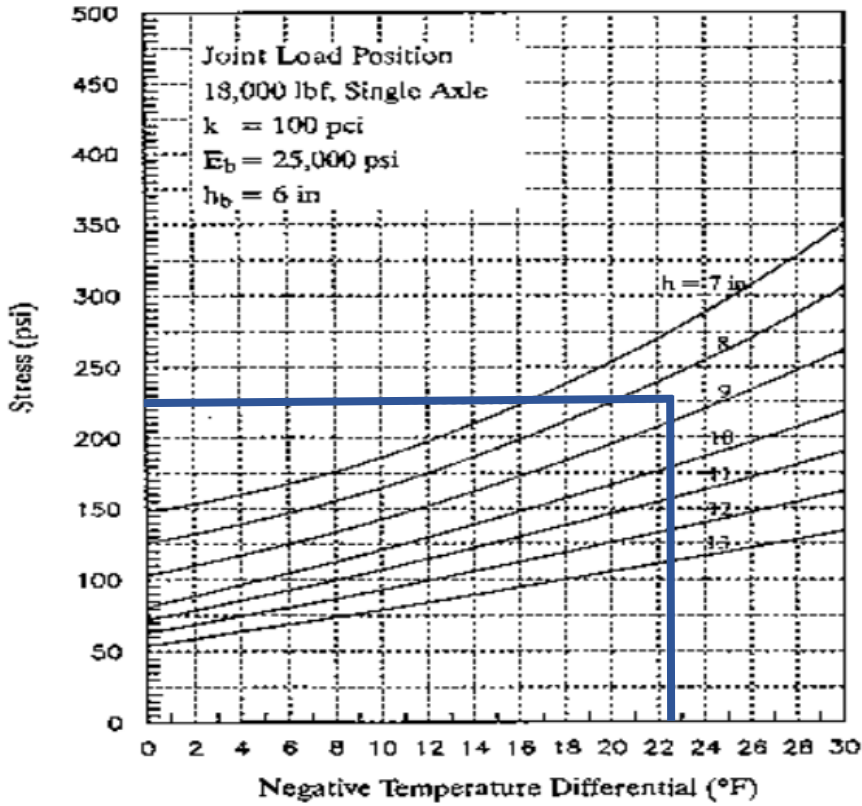
 psi

The slab is designed for a tensile stress of 251 psi.

If the tensile stress at the top of the slab (obtained from the charts below and entered above) is less than the design stress, the design is acceptable. If the check fails, new inputs have to be provided.

Corner Break Check:

Corner Break Check



1 lbf = 4.45 N, 1 pci = 0.271 kPa/mm, 1 psi = 6.89 kPa, 1 in = 25.4 mm, °C = (°F - 32)/1.8

Figure 54. Tensile stress at top of slab for joint loading position, negative temperature differential, and full friction, for aggregate base and soft subgrade.

Location: 48th Avenue

Negative Temperature Differential: -22.4°F

Slab Thickness: 8.64 inches

Stress: 225 psi (225 < 251 = PASS)

Attachment #2



TO: City and County of Denver Department Executive Directors
FROM: Bob McDonald, Executive Director. *RM*
DATE: November 13, 2019
SUBJECT: City and County of Denver Standard Materials Management Plan

The Denver Department of Public Health & Environment has prepared the attached City and County of Denver (CCD) Standard Materials Management Plan (MMP) to provide general guidance to CCD contractors for the management of contaminated environmental media encountered during soil disturbing activities at CCD-owned properties, easements, and properties planned for acquisition. The general purpose of an MMP is to provide procedures for the identification and handling of known or potentially contaminated material that may require special handling and disposal.

The primary goals of implementing this MMP are to (a) minimize worker exposure to potentially contaminated material, (b) minimize the potential of releases to the environment, and (c) facilitate appropriate reuse and disposal of materials generated during soil disturbing activities.

While certain conditions may require preparation and implementation of a site-specific MMP, most CCD projects will benefit from time and cost savings associated with not having to acquire site-specific MMPs. In addition to cost and time savings, implementation of this MMP also offers additional benefits to CCD including a standardized approach to materials management and ensuring compliance with environmental regulations.

Please feel free to reach out to Zachery Clayton or myself with any questions, comments or concerns.

CC: Lee Zarzecki, CAO
Lindsay Carder, CAO
Gregg Thomas, DDPHE
Zachery Clayton, DDPHE
Agatha Linger, DDPHE

Denver Department of Public Health & Environment
101 W Colfax Ave, Suite 800 | Denver, CO 80202
www.denvergov.org/PublicHealthandEnvironment
p. 720-913-1311 | f. 720-865-5531 | @DDPHE

Attachment #2



City and County of Denver Standard Materials Management Plan

Prepared by the Denver Department of Public Health & Environment
Environmental Quality Division

November 13, 2019

Environmental Quality Division
Denver Department of Public Health & Environment
101 W Colfax Ave, Suite 800 | Denver, CO 80202
www.denvergov.org/EnvironmentalQuality
p. 720-913-1311 | f. 720-865-5534 | [www.Facebook.com/DenverEnvironmentalQuality](https://www.facebook.com/DenverEnvironmentalQuality)

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

Table of Contents

1.0	PURPOSE and APPLICABILITY	7
2.0	EXCLUSIONS FROM THIS MMP	7
3.0	CONTACT INFORMATION	8
4.0	ENVIRONMENTAL PROFESSIONAL QUALIFICATIONS	8
5.0	RESPONSIBILITIES	9
5.1	DDPHE Responsibilities	9
5.2	Environmental Professional Responsibilities	9
5.3	Contractor Responsibilities	10
6.0	HEALTH AND SAFETY PLANS	10
7.0	DUST	10
8.0	POTENTIAL ENVIRONMENTAL CONTAMINANTS	11
8.1	Regulated Asbestos Contaminated Soil (RACS)	11
8.2	Historical Urban Fill (HUF)	12
8.3	Petroleum Contaminated Soil	13
8.4	Polycyclic Aromatic Hydrocarbon (PAH) Contaminated Soil	13
8.5	Solvent Contaminated Soil	13
8.6	Metals/Pesticides/Herbicides Contaminated Soil	13
8.7	Polychlorinated biphenyls (PCB) Contaminated Soil	13
8.8	Radioactive Materials	13
9.0	FIELD SCREENING OF DISTURBED SOIL	14
10.0	GENERAL STOCKPILING GUIDANCE	14
11.0	SOIL COMPARISON CRITERIA	15
12.0	MANAGEMENT OF DISTURBED SOIL	16
12.1	Onsite Backfill of Disturbed Soil	16
12.2	Offsite Reuse of Disturbed Soil	16
13.0	DISPOSAL OF DISTURBED SOIL	16
13.1	DADS Account Information	17
13.2	Disposal Ticket Books	17
13.3	Disposal Manifests	17

Attachment #2

13.4 Disposal Profiles	17
14.0 IMPORTED SOIL	18
15.0 REPORTING	18

List Acronyms

Acronym	Definition
ACM	Asbestos-Containing Materials
APEN	Air Pollution Emissions Notice
AST	Above-ground Storage Tank
AQCC	Air Quality Control Commission
BMP	Best Management Practice
CABI	Certified Asbestos Building Inspector
CCD	City and County of Denver
CCR	Colorado Code of Regulations
CDPHE	Colorado Department of Public Health and Environment
CFR	Code of Federal Regulations
C&D	Construction & Debris
CGI	Combustible gas indicator
CWRSL	Composite Worker Regional Screening Level
DADS	Denver-Arapahoe Disposal Site
DDPHE	Denver Department of Public Health and Environment
DOT	Department of Transportation
EP	Environmental Professional
EPA	United States Environmental Protection Agency
ESA	Environmental Site Assessment
FID	Flame Ionization Detector
HASP	Health and Safety Plan
HAZWOPER	Hazardous Waste Operations and Emergency Response
HSO	Health and Safety Officer
HUF	Historical Urban Fill
LEL	Lower Explosive Limit
MMP	Materials Management Plan
NPL	National Priority List
OSHA	Occupational Safety and Health Administration
PAH	Polycyclic Aromatic Hydrocarbons
PCB	Polychlorinated biphenyl
PCS	Petroleum Contaminated Soil

Acronym	Definition
PO	Purchase order
PID	Photoionization Detector
PM	Project Manager
PPE	Personal Protective Equipment
RACS	Regulated Asbestos Contaminated Soil
REC	Recognized Environmental Condition
RCRA	Resource Conservation and Recovery Act
ROW	Right-of-Way
RRSL	Residential Regional Screening Level
RSL	Regional Screening Levels
SAP	Sampling and Analysis Plan
SOP	Standard Operating Procedure
SWMP	Stormwater Management Plan
TCLP	Toxicity Characteristic Leaching Procedure
TSDf	Treatment, Storage, and Disposal Facility
UST	Underground Storage Tank
VCUP	Voluntary Cleanup and Redevelopment Program
VOC	Volatile Organic Compound
WM	Waste Management
mg/kg	Milligrams per Kilogram
mg/L	Milligrams per Liter

1.0 PURPOSE and APPLICABILITY

This Materials Management Plan (MMP) provides general guidance to City and County of Denver (CCD) contractors (the "Contractor") for the management of contaminated environmental media encountered during soil disturbing activities at CCD-owned properties, easements, and properties planned for acquisition. The primary goals of implementing this MMP are to (a) minimize worker exposure to potentially contaminated material, (b) minimize the potential of releases to the environment, and (c) facilitate appropriate reuse and disposal of materials generated during soil disturbing activities.

This MMP serves as guidance and is not intended to substitute or supersede environmental regulations or applicable permits. If any discrepancy is noted between this MMP and applicable regulations, the regulations will take precedence. It is the responsibility of the Contractor to follow all appropriate regulations, obtain the proper permits, and utilize field personnel trained to identify potential contamination. Implementation of this MMP is optional but, if implemented, must be completed by an Environmental Professional (EP) that meets the qualifications outlined in Section 4.

Prior to implementation of this MMP, a Phase I environmental site assessment (ESA), or similar, shall be completed to determine whether potential recognized environmental conditions (RECs) exist and whether implementation of this MMP is sufficient to appropriately manage identified RECs. If contamination is suspected based on environmental assessments, visual/ olfactory observation, and/or field tests, soil and debris must be characterized for proper disposal or reuse.

If offsite reuse of soil is anticipated, this MMP shall be implemented in conjunction with Denver's Guidance for Reuse of Soil on City Projects. If debris is encountered, Denver's Regulated Asbestos-Contaminated Soil (RACS) Standard Operating Procedure (SOP) should be implemented to comply with solid waste regulations.

2.0 EXCLUSIONS FROM THIS MMP

This MMP does not apply to the following:

- Soil that will not be disturbed by construction activities and will remain in place.
- Sites that are subject to state or federal environmental regulatory programs, such as, but not limited to, the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Colorado's Voluntary Cleanup and Redevelopment Program (VCUP), and Colorado's petroleum storage tank programs.
- Hazardous materials associated with onsite activities during project construction, such as the waste generated on-site during construction; management of construction materials brought onsite; or onsite handling, storage, and/or disposal of hazardous materials.
- Management of the following materials:
 - Groundwater;
 - Asbestos containing material (ACM) in structures;
 - Regulated Asbestos Contaminated Soils (RACS);
 - Above ground storage tanks (ASTs);
 - Underground storage tanks (USTs);
 - Hazardous materials;
 - Radioactive materials;
 - Biological waste,
 - Historical, prehistorical and archaeological resources, or
 - Structure or infrastructure materials including buildings, roads, and bridges.

As needed, please contact DDPHE for guidance regarding management of materials excluded from this MMP.

3.0 CONTACT INFORMATION

If unexpected, unknown/unidentified USTs, drums, odorous soil, stained soil, asbestos-cement pipe, building debris or waste materials are encountered during soil disturbing activities, the Contractor shall immediately stop work in the area of discovery and shall immediately notify the CCD PM. Denver's Department of Public Health and Environment (DDPHE) shall also be immediately notified of the discovery by either the CCD PM, Contractor, or an EP.

This MMP should be supplemented with additional project specific contact information, such as:

Organization	Contact Information
DDPHE	(720) 460-1706
CCD PM	TBD
Contractor	TBD
EP	TBD

4.0 ENVIRONMENTAL PROFESSIONAL QUALIFICATIONS

The project team, either via CCD or its Contractor, will hire an environmental firm to have an independent and appropriately trained EP onsite to implement this MMP during soil disturbing activities. The EP shall also be onsite to evaluate imported materials.

Per this MMP an EP is defined as follows:

1. A person who possesses sufficient specific education, training, and experience necessary to exercise professional judgement to develop opinions and conclusions regarding conditions indicative of releases or threatened releases on, at, in, or to a property, sufficient to meet objectives and performance factors.
2. Such a person must:
 - (i) Hold a current Professional Engineer's or Professional Geologist's license or registration from a state, tribe, or U.S. territory (or Commonwealth of Puerto Rico) and have the equivalent of three (3) years of full-time relevant experience; or
 - (ii) Be licensed or certified by the federal government, a state, tribe, or U.S. territory (or the Commonwealth of Puerto Rico) to perform environmental inquiries and have the equivalent of three (3) years of full-time relevant experience; or
 - (iii) Have a Baccalaureate or higher degree from an accredited institution of higher education in a discipline of engineering or science and the equivalent of five (5) years of full-time relevant experience; or
 - (iv) Have the equivalent of ten (10) years of full-time relevant experience.
3. An EP should remain current in his or her field through participation in continuing education or other activities.
4. The definition of an EP provided above does not preempt state professional licensing or registration requirements such as those for a professional geologist, engineer, or site remediation professional.

Before commencing work, a person should determine the applicability of state professional licensing or registration laws to the activities to be undertaken as part of the inquiry.

5. A person who does not qualify as an EP under the foregoing definition may assist in the conduct of all appropriate inquiries in accordance with this part if such a person is under the supervision or responsible charge of a person meeting the definition of an environmental professional provided above when conducting such activities.

Relevant experience, as used in the definition of EP in this section, means participation in the performance of all appropriate inquiry investigations, environmental site assessments, or other site investigations that may include environmental analyses, investigations, and remediation which involve the understanding of surface and subsurface environmental conditions and the processes used to evaluate these conditions and for which professional judgement was used to develop opinions regarding conditions indicative of releases or threatened releases to the subject property.

Additionally, the EP shall have the following training:

- Occupational Safety and Health Administration (OSHA) 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training and current 8-hour annual refresher; and
- Two-hour asbestos in soil awareness training, at a minimum.

5.0 RESPONSIBILITIES

The following sections detail the responsibilities of the applicable parties that will be associated with implementation of this MMP.

5.1 DDPHE Responsibilities

As Denver's nationally accredited local public health agency, DDPHE is dedicated to advancing Denver's environmental and public health goals. DDPHE provides oversight of environmentally contaminated site cleanup, works to ensure the sites are investigated and cleaned up to protect the health of residents and the environment, and ensures that the cleanup activities comply with applicable regulations.

During preliminary planning of a CCD project, early coordination with DDPHE is strongly encouraged to determine the potential to encounter contaminated environmental media.

During planning and implementation of this MMP, DDPHE will provide overall environmental-related oversight of the work completed by the EP. For soil reuse, disposal and import of fill material, DDPHE is responsible for promptly informing sampling frequency and analysis requirements based on site-specific contaminants of concern and land uses.

5.2 Environmental Professional Responsibilities

- Be onsite when work is conducted within areas of known, suspected, and/or encountered contamination. Be on-call when work is conducted outside of those areas.
- Perform field screening in adherence to this MMP.
- Complete and maintain daily field notes.
- Track tickets and manifests for material hauled offsite for either reuse or disposal.
- Ensure adherence to this MMP.

- Notify DDPHE immediately of any unexpected unknown/unidentified environmental conditions.
- If appropriate for the project, the EP shall also be a Certified Asbestos Building Inspector (CABI) trained and certified in accordance with Air Quality Control Commission Regulation No. 8, (5 CCR 1001-10, Part B) with 40 verifiable hours of on the job asbestos in soils experience on a minimum of three different asbestos soils projects.

5.3 Contractor Responsibilities

- Adhere to this MMP.
- Provide all necessary equipment and personnel (i.e. health and safety officer (HSO), foreman, laborers, etc.) to implement this MMP.
- Coordinate with the EP, DDPHE, and the CCD PM prior to beginning work to review known or suspected site-specific environmental concerns and MMP requirements.
- Coordinate two-hour asbestos awareness training to all employees that may conduct earth-disturbing activities.
- Ensure that its subcontractors adhere to this MMP.
- Ensure that proper procedures for reuse and disposal are followed. This includes ensuring that if the suspect material a) has not been previously characterized during the environmental investigation, or b) appears different from the previously characterized material, then suspect material that has been disturbed is tested and if it does not meet applicable regulatory standards, then it is disposed in accordance with local, state and federal regulations.
- Ensure that non-salvageable, nonhazardous solid waste is disposed at the DADS landfill as coordinated with DDPHE who may have disposal profiles and manifests in place.
- Ensure that waste material is not disposed onsite, in storm drains, sanitary sewers, streams, or other waterways.

6.0 HEALTH AND SAFETY PLANS

Due to the potential to encounter suspect materials, there is a possibility for increased risk to the health of workers during soil disturbing activities. Therefore, the Contractor must develop a project-specific Health and Safety Plan (HASP) in accordance with 29 Code of Federal Regulations (CFR) 1910 (Occupational Safety and Health Standards) and 29 CFR 1926 (Safety and Health Regulations for Construction). The HASP should be reviewed by a certified industrial hygienist prior to implementation.

The Contractor may share its HASP with its subcontractors or require each subcontractor to prepare their own plan. The Contractor will be required to employ the proper personnel, monitoring equipment, and personal protective equipment (PPE) to provide a safe working environment for its employees, consultants, and subcontractors.

7.0 DUST

The Contractor will take reasonable measures to prevent particulate matter from becoming airborne and to prevent the visible discharge of fugitive particulate emissions beyond the property boundary on which the emissions originate. The Contractor shall provide equipment and personnel for dust control sufficient to prevent dust nuisance on and about the Project area. Blowing dust and airborne particulates shall be controlled by wetting or other means, if approved by the EP and the CCD PM. Dust control agents shall be applied in accordance with manufacturer's recommendations. The measures taken must be effective in the control of

fugitive emissions at all times in the Project area, including periods of inactivity such as evenings, weekends, and holidays as well as any other periods of inactivity.

The Contractor must also comply with the requirements put forth in the City and County of Denver Revised Municipal Code, Chapter 4 Air Pollution Control, Article III Stationary Sources, [Section 4-25. Fugitive Particulate Emissions](#), administered by DDPHE. Requirements are as follows:

No person shall allow or cause: (1) any materials to be handled, transported, or stored; (2) a building, including its appurtenances, or a construction haul road to be used, constructed, altered, repaired or demolished; or (3) any unenclosed activity, including demolition, excavation, backfilling, grading, clearing of land, construction or sandblasting without taking all reasonable measures as DDPHE requires to prevent particulate matter from becoming airborne. All persons shall take reasonable measures to prevent the visible discharge of fugitive particulate emissions beyond the lot line of the property on which the emissions originate.

Additionally, the Contractor will determine if the minimum requirements for an Air Pollution Emissions Notice (APEN) in accordance with 5 CCR 1001 – Air Quality Control Commission are met and obtain the permit if required. Such requirements may include whether the project site is less than 25 contiguous acres and whether site work will be less than 6 months in duration.

8.0 POTENTIAL ENVIRONMENTAL CONTAMINANTS

Common urban contaminants that may be encountered during soil disturbing activities include, but are not limited to, petroleum constituents, metals, solvents, poly-chlorinated biphenyls (PCBs), historical urban fill and associated gases, and asbestos. The following are several common urban contaminants which require special management and disposal:

8.1 Regulated Asbestos Contaminated Soil (RACS)

RACS must be managed in compliance with the [Colorado Department of Public Health and Environment \(CDPHE\) Regulations Pertaining to Solid Waste Sites and Facilities \(6 CCR 1007-2, Part 1\), 5.5 - Management of Regulated Asbestos Contaminated Soils \(CSWR §5.5\)](#).

DDPHE has prepared a CDPHE-approved [RACS Standard Operating Procedure](#) for CCD to ensure compliance with CSWR §5.5 and to provide procedures for identification, safe handling, transport, and disposal of Non-RACS or RACS that may be encountered during soil-disturbing activities. Provisions of CSWR §5.5, not specifically referenced within this standard operating procedure, must be followed; therefore, any Contractor working on CCD projects must be familiar with both the standard operating procedure and CSWR §5.5. In the event of any disparity between the two, CSWR §5.5 will supersede provisions included within this document.

RACS means soil, ash or debris (plus six inches in all directions of surrounding soil or other matrix material) containing:

- Friable ACM as determined in the field by a CABI through a RACS determination; Previously non-friable ACM(s) that have been rendered friable as determined in the field by a CABI(s) through a RACS determination.
- Non-friable ACM(s) that have a high probability of releasing fibers based on the forces expected to act upon the material during soil disturbance as determined in the field by a CABI(s) through a RACS determination; deteriorated non-friable ACM(s) that are in poor condition resulting in a high probability to release fibers due to weathering, historical mechanical impact, fire damage (by evidence of ACM within an ash layer) or other factors as determined in the field by a CABI(s) through a RACS determination.
- The following broken, resized, or damaged ACM(s) are predetermined to be RACS:
 - Asbestos cement materials

- Plaster
 - Brittle caulking, glazing and sealants
 - Powdery Concrete Masonry Unit sealant
 - Powdery floor leveling compound
 - Drywall/wallboard and associated joint compound material
 - Firebrick
 - Other material as determined by the Department, at the request of the owner or person disturbing debris, to have a high probability to release fibers.
- Soil or ash known to contain non-visible asbestos based on documented evidence.

If debris is encountered, a RACS determination must be made in the field by a CABI, of the friability of (ACM and the probability of non-friable ACM to release fibers based on the condition of the material and the forces that are expected to act on it during disturbance. Determinations of friability shall be based on the requirements for such determinations set forth in Air Quality Control Commission (AQCC) Regulation No. 8 (5 CCR 1001-10, Part B). Determinations of the probability for non-friable ACM to release fibers during disturbance shall be based on the following:

- 1) The condition of the material prior to disturbance, based on observations of weathering, the integrity of the material, historical mechanical impact, or fire damage;
- 2) The potential for the material to be broken, resized or damaged during planned disturbance;
- 3) The material shall be considered RACS if the planned disturbance includes any of the following:
 - a. Augers
 - b. Rotary style trenchers
 - c. Driving on ACM lying on the surface (vehicles or equipment)
 - d. Blasting or other detonation
 - e. Intentional burning
 - f. Other types of direct mechanical impact which are:
 - i. In direct contact with ACM or result in observation of ACM after disturbance, and
 - ii. Causing damage to the ACM

Oversight and documentation of potential RACS and non-RACS shall be conducted by a CABI who meets the training requirements of Section 5.5.3(D) of the Regulation Pertaining to Solid Waste Sites and Facilities (6 CCR 1007-2, Part I). The CABI shall have a minimum of forty (40) verifiable hours of on the job asbestos in soils experience on a minimum of three (3) different asbestos in soils projects, conducted under either AQCC Regulation No. 8 or Section 5.5. The CABI shall be independent of the Contractor and/or abatement contractor unless the CABI and the Contractor or abatement contractor are both direct employees of the property owner. However, the Contractor or abatement contractor may hire a subcontractor CABI, but the CABI shall not be a direct employee of the Contractor or abatement contractor.

8.2 Historical Urban Fill (HUF)

HUF can contain a wide variety of debris and waste material including, but not limited to, solid waste, RACS, and soils with elevated polycyclic aromatic hydrocarbons (PAH), PCB and heavy metal concentrations. The generation and transmission of gases, such as methane, are specific health and safety concerns associated with HUF. The primary health and safety concerns of methane are the risks of oxygen depletion and explosion. Field

screening procedures and monitoring requirements for methane and other combustible gases shall be described in the site-specific HASP.

8.3 Petroleum Contaminated Soil

Petroleum contaminated soil (PCS) has been in contact with or otherwise impacted by petroleum constituents. PCS is an environmental concern associated with ASTs and USTs, fuel storage and dispensing facilities, automotive service and mechanical repair facilities, and various industrial operations. PCS may be identified by the visual presence of oil or oil staining, petroleum odor, and laboratory analysis.

8.4 Polycyclic Aromatic Hydrocarbon (PAH) Contaminated Soil

PAHs are a class of chemicals that occur in coal, crude oil and gasoline. They are ubiquitous in urban environments and are produced when incombustible components deposit during burning operations with coal, oil, gas, and other organic matter.

8.5 Solvent Contaminated Soil

Chlorinated and non-chlorinated solvent soil may be encountered during soil disturbing activities. Broad categories of solvent products include paint thinners, mineral spirits, degreasers, dry cleaning chemicals, etc. Solvents may also be mixed in with used oil.

8.6 Metals/Pesticides/Herbicides Contaminated Soil

Metals are naturally occurring in soil throughout Colorado but can also be anthropogenic from ore processing and various other industrial processes. Pesticides and herbicides may be present from agricultural land uses and lawn care application.

8.7 Polychlorinated biphenyls (PCB) Contaminated Soil

PCBs are a group of man-made organic chemicals consisting of carbon, hydrogen, and chlorine atoms. PCBs were domestically manufactured from 1929 until manufacturing was banned in 1979. PCBs were used in hundreds of industrial and commercial applications including, but not limited to:

- Electrical, heat transfer, and hydraulic equipment
- Plasticizers in paints, plastics, and rubber products
- Pigments, dyes, and carbonless copy paper
- Other industrial applications
- Coal-based fill

One of the more common uses of PCBs is an additive to oil found in electrical transformers, motors, and hydraulic systems.

8.8 Radioactive Materials

Few CCD projects have the potential to encounter radioactive materials during project activities. The occurrence of low-level radioactive materials within the Denver Metro area is primarily a result of radium processing activities which occurred along the South Platte River Valley in the early 1900s. Radioactive materials are regulated by a multitude of agencies including the U.S. Environmental Protection Agency (EPA), the U.S. Food and Drug Administration, the U.S. Nuclear Regulatory Commission, the U.S. Department of Energy, and state governments. In Colorado, most radioactive material related activities are overseen by CDPHE's Radiation Program within the Hazardous Materials and Waste Management Division.

As indicated in Section 2.0, this MMP shall not be utilized for the management of radioactive materials. If radioactive materials are identified or suspected in a project area, DDPHE shall be contacted to determine appropriate actions.

9.0 FIELD SCREENING OF DISTURBED SOIL

Environmentally impacted soil encountered during soil disturbing activities shall be identified and appropriately managed. Potentially impacted soil will be identified based on visual and olfactory observation and use of field screening instruments.

During soil disturbing activities, the EP will continuously evaluate soil for the presence of potential impacts, specifically for:

- Debris: Visual evidence of man-made fill, particularly soil that contains debris such as concrete, brick, lumber, and other building materials, etc. Any soil that contains evidence of debris must be screened further by a CABI.
- Staining: Visual evidence of discoloration or staining in soil that contains an abundance of substances that are not indicative of native soils in the area. This includes the presence of coal fines.
- Odor: Olfactory (smell) evidence of impacts, such as noticeable petroleum or solvent odors.

Soil where visual or olfactory impacts are observed must be screened with field instrumentation by the EP to determine suitability as onsite backfill, offsite reuse, or disposal. The utmost care should be taken to segregate potentially impacted soil. Refer to Section 10 for more information on stock piling.

Field instruments will be utilized on an as-needed basis, particularly if petroleum- or solvent-impacted soil is suspected. A photoionization detector (PID) or flame ionization detector (FID) may be used in the field to screen for non-specific volatile organic compounds (VOCs). If HUF is encountered, a combustible gas indicator (CGI) may be used to measure the percent Lower Explosive Limit (LEL) and an oxygen meter may be used to measure oxygen levels. Screening procedures associated with HUF shall be described in site-specific HASPs.

If debris or impacts are encountered, stop work in the area; work may continue in other areas of the project site while the discovery is resolved.

10.0 GENERAL STOCKPILING GUIDANCE

If disturbed soil containing debris, stains, or odor is encountered, it must be segregated and temporarily stockpiled on impermeable plastic sheeting and evaluated by the EP. Unless previously characterized, soil samples will be collected for laboratory analysis and the stockpile will be covered pending receipt and review of laboratory results. A waste profile and manifest will be obtained following receipt of laboratory data for subsequent disposal.

Appropriate stormwater best-management practices (BMPs) must be applied to the stockpiles of potentially impacted material to prevent contact with underlying clean soil and stormwater runoff, erosion, and particulate matter from becoming airborne. In accordance with the CCD Fugitive Particulate Emissions Ordinance (Section 7.0), all reasonable measures are required to prevent particulate matter from stockpiles from becoming airborne.

Stockpiles of potentially impacted soil will be limited to a maximum of 500 cubic yards each. All other soil must be handled in accordance with the project's Stormwater Management Plan (SWMP). This general stockpiling requirement does not apply if RACS is suspected or confirmed to be present. The accumulation of RACS cannot exist for more than 10 calendar days without the approval of a RACS Storage Plan by CDPHE.

11.0 SOIL COMPARISON CRITERIA

If debris is encountered, a RACS determination must be made in the field by a CABI. If chemical contamination is suspected based on field screening and has not been previously characterized, soil shall be characterized to determine eligibility as onsite backfill or disposal. [EPA Regional Screening Levels \(RSLs\)](#) and other state/federal guidance will be used for comparison to help determine appropriate soil disposition. In addition to the [Denver's Guidance for Reuse of Soil on City Projects](#), the following guidance is applicable for evaluating soil conditions for varying exposure scenarios:

- **EPA Residential Regional Screening Levels (RRSLs)** –The RRSLs apply to properties with recreational uses (e.g., parks and open space) and residential uses (single-family, multi-family, mixed-use with residential component). Soils that meet RRSLs are considered appropriate for reuse without restriction.
- **EPA Composite Worker RSLs (CWRSLS)** – The CWRSLS apply to properties such as right of ways (e.g., roads, sidewalks, bike paths), utilities corridors (e.g., stormwater, wastewater, water), or CCD-owned facilities (e.g., maintenance garages, office buildings, safety buildings). Soil with concentrations that exceed the EPA CWRSLS will be removed from the Site and disposed at DADS.
- **CDPHE Risk-Based Screening Level for Arsenic** – In Colorado, arsenic occurs naturally, and often at concentrations greater than the RRSLs. The CDPHE has state-specific guidance related to evaluating arsenic concentrations in soil. The guidance was developed using a database of over 2,700 samples from 44 counties in Colorado. Soil samples were obtained from locations with varied land uses including native grasslands, agricultural fields, urban mixed land uses and mining. Background arsenic concentrations for urban mixed use soil samples ranged from 6 to 19 milligrams per kilogram (mg/kg) and the average of all land uses was 11 mg/kg. Based on these results, the CDPHE adopted a policy that if arsenic concentrations are lower than 11 mg/kg and releases of arsenic could not have occurred at the site, the CDPHE will require no further action to address arsenic in soil.
- **Hazardous Waste** – A material can be defined as hazardous based on definition (i.e., EPA listed wastes) or based on characteristics such as corrosivity, ignitability, reactivity, or toxicity characteristics. A material may be defined as hazardous if any of the following criteria are met:
 - The material contains a listed hazardous waste.
 - The pH is less than or equal to 2.0 or greater than or equal to 12.5; this material would be considered corrosive.
 - The flashpoint is less than 140 degrees Fahrenheit; this material would be considered ignitable.
 - The material is reactive.
 - Toxicity Characteristic Leaching Procedure (TCLP) results exceed the hazardous waste threshold.
- **20 Times Rule** - Waste Management, the operator of DADS, accepts solid material where concentrations as determined by the total analysis are less than 20 times the EPA Toxicity Maximum Concentrations of Contaminants; this is referred to as the “20 Times Rule”. As an example, the regulatory level for lead provided by the EPA Toxicity Maximum Concentrations of Contaminants is 5.0 milligrams per liter (mg/L) when analyzed by TCLP. The Waste Management acceptable limit, when analyzed by totals analysis, would then be less than 100 mg/kg, using the 20 Times Rule. If concentrations of any contaminant exceed the 20 Times Rule by totals analysis, then analysis for TCLP is required. If the TCLP results exceed the toxicity characteristic maximum concentration, then the material would require disposal at a hazardous waste disposal facility in accordance with CDPHE requirements.

Soil that is visibly free from stains, odors and debris and meets the EPA RRSLs will be considered suitable for unrestricted backfill and reuse. Note that all soil evaluation and disposition of soil must be confirmed and approved by DDPHE before disposal and offsite reuse.

12.0 MANAGEMENT OF DISTURBED SOIL

The following sections describe management protocols to determine if disturbed soil is appropriate for onsite use as backfill or for offsite reuse.

12.1 Onsite Backfill of Disturbed Soil

Laboratory analysis is not required for disturbed soil which shall remain onsite unless field screening identifies potential environmental impacts or debris. Disturbed soil with suspected or observed contamination or debris should be segregated and be adequately characterized. DDPHE should be promptly contacted to determine project-specific protocols and an appropriate sampling and analysis plan based on site-specific environmental concerns and land uses.

12.2 Offsite Reuse of Disturbed Soil

If excess soil will be generated for offsite reuse, then DDPHE shall be contacted and DDPHE's [Guidance for Reuse of Soil on City Projects](#) shall be implemented; soil sampling and appropriate laboratory analysis will be required. Disturbed soil that contains stains, odors, or debris, regardless of analytical results, shall not be reused offsite. This reuse guidance applies to excess soil generated from a CCD-owned property that is intended to be exported to another CCD property or to a third-party owned property. The reuse guidance does not apply when soil remains on a CCD project site. Soil sampling will be required for all offsite reuse and determining the soil disposition early in the project planning process is in the best interest of the project since a) the sampling parameters differ depending on planned soil disposition and b) 3rd party reuse will require a contract with that party.

13.0 DISPOSAL OF DISTURBED SOIL

The Contractor shall direct non-recyclable, non-hazardous wastes from CCD-owned or controlled property or facilities to the DADS landfill, operated by Waste Management (WM), for disposal, following the procedural guidance as required by [CCD Executive Order 115](#). Laboratory analytical results will be required prior to DADS acceptance for soil and possibly other materials. Please coordinate with DDPHE to determine the appropriate sampling plan and timing required for soil disposal.

If sample analysis indicates that the soil is designated as hazardous waste, the soil will be containerized immediately in a lined roll-off box or drum (for small amounts), labeled, and staged at a designated onsite storage area pending off-Site disposal at a hazardous waste disposal facility. Waste manifests must be completed for the material prior to transportation to the disposal facility in accordance with state and federal regulations. Once identified as hazardous waste, this material may not be stored on-Site longer than 90 days and must be removed as soon as practicable. The Contractor, pending DDPHE approval, must coordinate disposal of any encountered hazardous waste via a licensed hazardous waste disposal Contractor and treatment, storage, and disposal facility (TSDF). The Deer Trail Landfill operated by Clean Harbors Environmental in Deer Trail, Colorado is the only facility currently within Colorado licensed to accept hazardous waste. The next closest licensed hazardous waste disposal facilities are located in Nebraska, Utah and Texas. Manifestation and transportation of these waste materials on public highways, streets, or roadways will be in accordance with 49 CFR and any applicable Department of Transportation regulations.

13.1 DADS Account Information

As determined by the CCD PM, DADS accounts may be setup by the CCD PM or the Contractor. If the project is established as a CCD account, then WM tracks the volume of material disposed against the dollar amount of the Purchase Order (PO). Once the PO amount is 50% depleted, WM will make contact to verify the remaining volume of material pending disposal. This may require adding funds to the PO or creating a new PO dependent upon purchasing guidelines. WM will make contact again when the PO is 75% depleted to verify the remaining volume of material pending disposal. WM may require confirmation that funds are available. WM will reject loads of material once the PO amount has been depleted.

13.2 Disposal Ticket Books

WM requires ticket books for disposal of non-contaminated material such as yard waste, construction & demolition debris (C&D), and clean soil at the DADS landfill. Ticket books are not required for disposal of municipal solid waste (i.e. standard trash managed by Public Works-Solid Waste).

Requests for ticket books will be preceded by a requirement of a profile. Laboratory analytical results will be required for disposal of clean soil, but not yard waste or C&D. Additional required information includes a WM PO, account number, and the anticipated volume of material. Ticket books will be issued following WM approval of the profile.

13.3 Disposal Manifests

Waste manifests are a regulatory requirement for transportation and disposal of contaminated material. As indicated in Section 2.0, this MMP shall not be utilized to manage or dispose of hazardous waste. Therefore, manifests obtained under this MMP will be for non-hazardous waste. Non-hazardous waste is classified as any solid waste, special waste or seepage that is not considered hazardous, biomedical or radioactive.

Manifests are project and waste specific per regulations and cannot be used for other project sites. Each type of contaminated soil (e.g. petroleum, asbestos, etc.) requires its specific manifest; they are not interchangeable. Since several types of contamination may be present, several types of manifest could be required for a single project or site.

It shall be the responsibility of the EP to ensure that appropriate manifests are used and are properly completed with accurate (to the extent practical) estimates of quantities of impacted soil to be disposed. It shall be the responsibility of the Contractor to verify that the hauling subcontractor(s) meet all U.S. Department of Transportation (DOT) regulations and that the disposal facility receives the appropriate manifest documents. It is the responsibility of the disposal facility to return the original manifests to the generator for retention.

Requests for manifests will be preceded by a requirement of a profile. Laboratory analytical results will be needed to obtain manifests. Additionally, a WM PO and account number along with the anticipated volume of material will be required. Manifest will be issued following WM approval of the profile.

13.4 Disposal Profiles

As indicated, a profile must be submitted and approved by WM before ticket books and manifests can be issued. Please note, it could take up to several weeks to obtain an approved profile. The following information is required to obtain a profile:

- Contact information (CCD PM or Contractor)
- Billing information/PO information
- Material types and volume
- Process generating the waste
- Laboratory analytical data

14.0 IMPORTED SOIL

Any fill material or soil to be moved to and placed on CCD-owned property or placed on real property to be transferred to CCD must be free of contamination (observed or previously documented) and be acceptable for unrestricted residential use (meets EPA Residential RSLs). Imported material that contains stains, odors or debris regardless of analytical results shall not be imported to CCD-owned property.

If the source of imported material is a quarry, then a letter from the quarry shall be submitted to CCD specifying the type of material to be imported. For material to be imported to CCD-owned property from a source other than a quarry, DDPHE's [Guidance for Reuse of Soil on City Projects](#) shall be implemented. To comply with this guidance, submittal of appropriate environmental information will be required, such as a Phase I Environmental Assessment (ESA) and sampling protocol. If available, a Phase II ESA or similar should also be submitted to DDPHE.

For material to be imported to a site, the soil must be adequately characterized by sampling at least every 500 cubic yards to be excavated (or alternative frequency as determined by DDPHE) and analyze those soil samples for, at a minimum:

- Volatile organic constituents;
- Semi-volatile organic constituents;
- Total petroleum hydrocarbons;
- Pesticides;
- Herbicides;
- PCBs and;
- Arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver.

DDPHE may adjust the frequency and analysis requirements at its discretion. When possible, representative samples should be collected at the fill source area, while the potential fill material is still in place and analyzed prior to removal from the source area.

Should contaminants exceeding acceptance criteria be identified in the imported fill material, that material will be deemed unacceptable and the Contractor will be responsible for removing the material from the CCD-owned property and disposing of it in accordance with applicable regulations. New fill material will need to be obtained, sampled and analyzed. This work will be the sole burden of the Contractor. The cost of complying with these requirements, including hauling, testing, and corrective action by the Contractor, will not be paid for separately, and shall be included in the project work. Therefore, it is best that all sampling and analyses of imported fill be reviewed by DDPHE prior to delivery to the site to ensure the soil is free of contamination, and to eliminate unnecessary transportation charges for unacceptable fill material.

15.0 REPORTING

Upon project completion, the EP will prepare a summary report detailing the work performed at the project specifically related to the implementation of this MMP. The report will include the following:

- Detailed documentation of the on- or off-site soil disposition;
- Maps showing sample locations, location of wastes discovered, and any other important features identified during the implementation of this MMP;
- Field Screening and analytical data;
- Summary and copies of analytical results/reports;
- Summary of material quantities that were managed and the procedures used;

Attachment #2

- Location and manner of soil use (e.g., embankment fill, surface soil, etc.) including any cover materials (soil, asphalt, etc.);
- Representative site photographs showing soil reuse areas;
- A reference to the proximity to groundwater;
- Waste profiles and waste manifests for all solid waste, soil, water or other material transported off-site for disposal;
- Any other documentation detailing important features related to this project (e.g., daily field reports); and
- If RACS and/or Non-RACS is encountered during construction, documentation and reporting in accordance with the CDPHE-approved RACS Standard Operating Procedure for the CCD, CDPHE Section 5.5 and Regulation 8.

48th Avenue: Brighton – York TOD Sidewalk

Denver, Colorado

PROJECT SPECIAL PROVISIONS

Prepared for:



DENVER
THE MILE HIGH CITY

City and County of Denver
201 W Colfax Ave
Denver, Colorado 80202

Project No. 2018-PROJMSTR-0000358

Prepared by:

JACOBS

9191 S Jamaica St
Englewood, Colorado 80211

Jacobs Project No. WVXY9506

February 15, 2021
(Revision 1)



48TH AVENUE: BRIGHTON – YORK TOD SIDEWALK
CITY AND COUNTY OF DENVER
PROJECT NO. 2018-PROJMSTR-0000358

PROJECT SPECIAL PROVISIONS

<u>Description</u>	<u>Date</u>	<u>Page</u>
Commencement and completion of work (working hours, schedule)	(March 18, 2020)	1-2
Revision of Section 107 - Protection of Existing Vegetation	(March 18, 2020)	3
Revision of Section 201 - Clearing and Grubbing	(March 18, 2020)	4
Revision of Section 202 - Removal of Structures and Obstructions	(March 18, 2020)	5-6
Revision of Section 207 - Topsoil	(March 18, 2020)	7-11
Revision of Section 208 - Erosion Control	(February 15, 2021)	12-24
Revision of Section 209 - Watering and Dust Palliatives	(March 18, 2020)	25
Revision of Section 210 - Reset Structures	(February 15, 2021)	26-27
Revision of Section 213 - Mulching	(March 18, 2020)	28-29
Revision of Section 214 - Planting	(March 18, 2020)	30-37
Revision of Section 250 - Environmental, Health and Safety Management	(March 18, 2020)	38-41
Revision of Section 304 - Aggregate Base Course	(March 18, 2020)	42
Revision of Section 603 - Culverts and Sewers	(March 18, 2020)	43
Revision of Section 604 - Manholes, Inlets and Meter Vaults	(March 18, 2020)	44
Revision of Section 608 – Sidewalks, Concrete Curbramps, and Driveways	(March 18, 2020)	45-46
Revision of Section 609 – Curb and Gutter	(March 18, 2020)	47-48
Revision of Section 619 - Water Lines	(March 18, 2020)	49
Revision of Section 625 - Construction Surveying	(March 18, 2020)	51-52
Revision of Section 630 - Construction Zone Traffic Control	(March 18, 2020)	53-54
Force Account Items	(March 18, 2020)	55
Temporary Construction Easements	(March 18, 2020)	56
Traffic Control Plan - General	(March 18, 2020)	57-58
Utilities	(March 18, 2020)	59-63

48TH AVENUE: BRIGHTON – YORK TOD SIDEWALK
CITY AND COUNTY OF DENVER
PROJECT NO. 2018-PROJMSTR-0000358

STANDARD SPECIAL PROVISIONS

<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
Revision of Section 401 – Composition of Mixtures – Voids Acceptance	(October 1, 2019)	1
Revision of Section 401 – Plant Mix Pavements	(October 1, 2019)	1
Revision of Section 401 – Reclaimed Asphalt Pavement	(October 1, 2019)	2
Revision of Section 401 – Tolerances for Hot Mix Asphalt (Voids Acceptance)	(October 1, 2019)	1
Revision of Section 412 – Dowel Bar for Joints	(October 19, 2020)	1
Revision of Sections 412 and 705 – Preformed Compression Seals	(October 1, 2019)	2
Revision of Section 601 – Concrete Mix Designs	(January 13, 2020)	1
Revision of Section 625 – Construction Surveying	(October 1, 2019)	1
Revision of Section 703 – Aggregate for Bases (RAP Allowed)	(October 1, 2019)	1
Affirmative Action Requirements – Equal Employment Opportunity	(October 1, 2019)	10
Disadvantaged Business Enterprise (DBE) Requirements (Local Agency)	(October 1, 2019)	9
On the Job Training - Local Agency Projects Not Using LCPtracker For Reporting	(October 1, 2019)	3

Project Special Provisions

**REVISION OF SECTION 208
EROSION CONTROL**

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

PART I: DEFINITIONS

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

Definitions used for this Section hereby incorporate those identified within the City and County of Denver Construction Activities Stormwater Manual (CASM).

Additional Definitions applicable to this Section are listed heretofore:

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

Best Management Practices (BMPs): Schedules of activities, prohibitions of practices, installation of devices, maintenance procedures, and other management practices deployed to stabilize the construction site to prevent or reduce the pollution of State Waters (see definition below). Stormwater BMPs can be classified as "structural" (i.e., devices installed or constructed on a site) or "non-structural" (procedures, such as modified landscaping practices).

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

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

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

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

Erosion Control Supervisor (ECS): The Erosion Control Supervisor is assigned by the Contractor to perform duties as described in this Section. The ECS shall be properly trained in BMPs per requirements of Part V below, and shall be under the direction of a Professional Engineer licensed in the State of Colorado when performing any modifications to the Project Stormwater Management Plan (SWMP), as required by CDPHE.

-2-

REVISION OF SECTION 208 EROSION CONTROL

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

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

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

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

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

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

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

-3-

**REVISION OF SECTION 208
EROSION CONTROL**

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

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

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

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

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

- (i) CASDP Narrative Worksheet with Narrative Report. The Narrative Report and supporting documents should fully address the methods to be used to prevent sediment, debris, and other pollutants from entering the MS4 and/ or State Waters in and around the Project area. Proposed structural and non-structural BMPs should be described with sufficient implementation detail to ensure that the logical phases of the proposed construction Project meet the performance standards listed in the CASM.
- (ii) Proposed site drawings and Best Management Practice (BMP) installation details as they apply to the site conforming to the Urban Storm Drainage Criteria Manual, Vol. 3, "Best Management Practices", most current version as issued by the Urban Drainage and Flood Control District (UDFCD), or those established by the City's Department of Transportation and Infrastructure. If erosion control drawings were included within the bid documents for the Project, they shall be used for bid purposes and initial planning/ deployment of BMPs on the Project. If provided drawings are signed/ sealed by a Professional Engineer, they have been pre-approved by the Permit Authority and may be used without revision for purposes of submitting for CASDP. If provided drawings do not have signature/ seal of Professional Engineer licensed by the State of Colorado, they will require revision by the Contractor with Professional

-4-

REVISION OF SECTION 208 EROSION CONTROL

Engineer signature/ seal prior to submission to the City and County of Denver for CASDP.

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

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

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

PART II: DESCRIPTION

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

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

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

PART III: MATERIALS

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

**REVISION OF SECTION 208
EROSION CONTROL**

EROSION CONTROL PERMIT STATUS



The current SWMP status for the Project is as follows:

An approved SWMP has been prepared, the CASDP shall be obtained by the Contractor prior to construction mobilization. The SWMP has been provided within the Bid Documents and shall be made a part of the Contract. The CASDP forms can be obtained at:

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

Prior to submittal for CASDP, additional elements shall be completed by the Contractor before the CASDP can be obtained.

- (i) Complete Sections B&E (Permittee & Site Supervisor) of the CASDP “Narrative Report Information Worksheet”.
- (ii) Prepare a complete SWMP including any required adjustments for proposed construction phasing, staging areas, or additional items necessary to address applicable project specific Permit requirements. This will require the Contractor to provide or retain a Professional Engineer or subcontract with the original Professional Engineer that prepared the Bid Documents.
- (iii) Complete the “Construction Scheduling” section of the “Narrative Report Information Worksheet”.
- (iv) Include specific methods and/or BMPs that the Contractor will implement to address hazardous spill prevention/ containment response.
- (v) Provide any “Additional Documentation and Correspondence” applicable to the Contractor as stated in the CASM. This will require the Contractor to provide or retain a Professional Engineer or subcontract with the original Professional Engineer that prepared the Bid Documents.

If deemed necessary, the Contractor may propose modifications to the approved SWMP once the CASDP has been obtained by the Contractor. Per CASDP requirements, the Contractor shall obtain the endorsement of a Professional Engineer licensed in the State of Colorado for any proposed Major or Minor SWMP Amendments. This may require the Contractor to provide or retain a Professional Engineer or subcontract with the original Professional Engineer of the “For reference only” erosion control drawings.

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

Prior to construction, the Contractor shall obtain the required State Construction Stormwater Permit(s) as applicable. If the City has already obtained the State Construction Stormwater Permit, it shall be transferred to the contractor in the same way as the CASDP. The State Stormwater Permit Transfer form can be obtained at: <https://www.colorado.gov/pacific/sites/default/files/notice%20of%20transfer%20form.pdf>

**REVISION OF SECTION 208
EROSION CONTROL****PART V: CONSTRUCTION REQUIREMENTS****A) SCHEDULES:**

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

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

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

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

D) PERMITS:

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

**REVISION OF SECTION 208
EROSION CONTROL****E) EROSION CONTROL SUPERVISOR:**

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

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

- 1) Ensure compliance with all water quality permits or certifications in effect during the construction work.
- 2) Supervise the installation, construction, and maintenance of all BMPs specified in the Contract and coordinate the construction of BMPs with all other construction operations.
- 3) Direct the implementation of suitable BMPs as necessary to correct unforeseen conditions or emergency situations. Direct the dismantling of those features when their purpose has been fulfilled due to completion of each Project phase unless the Permit Enforcement Authority agrees that the features be left in place.
- 4) Attend the preconstruction conference, erosion control preconstruction inspection, Project scheduling meetings, weekly construction/ field meetings, substantial completion and final stabilization inspections, and other meetings regarding construction that could impact water quality.
- 5) Evaluate all non-stormwater coming onto the site, such as springs, seeps, and landscape irrigation return flow. If such flow is identified, the ECS shall propose appropriate SWMP modifications to the Contractor to protect off-site water from becoming contaminated with sediment or other pollutants.
- 6) Coordinate with the Contractor to implement necessary actions to reduce anticipated or presently existing water quality or erosion problems resulting from construction activities.
- 7) Coordinate with the Contractor to ensure all labor, material, and equipment deployed to meet SWMP requirements is judged appropriately.

-8-

**REVISION OF SECTION 208
EROSION CONTROL**

- 8) During construction, update and record the following items in the SWMP as changes occur:
- (i) Construction boundaries (may require Major SWMP Modification)
 - (ii) Areas of disturbance (may require Major SWMP Modification)
 - (iii) Areas used for storage of construction materials, equipment, soils, or wastes.
 - (iv) Location of any dedicated asphalt or concrete batch plants.
 - (v) Location of construction offices and staging areas.
 - (vi) Location of work access routes during construction.
 - (vii) Location of borrow and waste.
 - (viii) Location of temporary and permanent stabilization

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

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

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

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

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

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

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

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

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

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

- (i) Noncompliance which may endanger health or environment.

-9-

**REVISION OF SECTION 208
EROSION CONTROL**

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

16) Perform a thorough inspection of the stormwater management system at least every seven days and within 24 hours after any precipitation or snowmelt event with the potential to cause surface erosion. If no land disturbing construction activities are present during a storm event, post-storm event inspections shall be conducted prior to commencing any new land disturbing construction activities, but no later than seventy-two (72) hours following the storm event. The inspection records shall be kept on-site in a written or previously approved format. Inspections shall be conducted during the progress of the work, during work suspensions, or until Final Stabilization of all disturbed areas is approved by Permit Enforcement Authority and shall include the following services at a minimum:

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

-10-

**REVISION OF SECTION 208
EROSION CONTROL****F) APPLYING BMPs TO STABILIZE SITE:**

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

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

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

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

- (i) From the time seeding and mulching work begins until the date the Project has reached Substantial Completion of Erosion Control, the Contractor shall keep all seeded areas stabilized at all times. Any damage to seeded areas or to mulch materials shall be promptly repaired.
- (ii) All inspection sediment removal, and BMP maintenance activities to comply with all Federal, State & Local erosion control permit requirements until Final Stabilization is reached.

-11-

**REVISION OF SECTION 208
EROSION CONTROL**

- (iii) All removal and replacement of existing BMPs due to damage to same suffered either by the contractor, outside agencies, the public, or acts of God.
- (iv) All required mechanical and/ or manual street sweeping.
- (v) Discretionary changes required of any regulatory enforcement officer.

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

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

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

- (i) Make required revisions to comply with changing Federal or State rulemaking if it occurs within timeframe of the Project
- (ii) Make required revisions due to unforeseen or unplanned conditions leading to deficient Drawings/ SWMP (hazardous materials encountered, landfills, expansion of work limits, etc.)
- (iii) Prepare revised SWMP elements endorsed by a Professional Engineer licensed in the State of Colorado.

K) SUBSTANTIAL COMPLETION OF EROSION CONTROL: When a CASDP is required for the Project, Substantial Completion of the Project as defined by the City and County of Denver General Contract Conditions cannot be reached until Substantial Completion of Erosion Control has been granted. Granting of Substantial Completion of Erosion Control must be requested by the Contractor and be approved by the Permit Enforcement Authority in the form of a "Certificate of Substantial Completion of Erosion Control".

-12-

**REVISION OF SECTION 208
EROSION CONTROL**

L) FINAL STABILIZATION: Granting of Final Stabilization must be requested by the Contractor and be approved by the Permit Enforcement Authority. Other permanent soil stabilization techniques may be proposed, in writing, by the Contractor and used upon approval, in writing, by the Engineer and Permit Enforcement Authority.

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

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

M) FINAL ACCEPTANCE:

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

PART VI: CONSTRUCTION OF BMPs

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

-13-
**REVISION OF SECTION 208
EROSION CONTROL**

PART VII: BASIS OF PAYMENT

Work to furnish, install, maintain, replace, remove, and dispose of BMPs specified in the Contract will not be paid for separately but shall be paid for as lump sum.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Inlet Protection	LF
Silt Fence	LF
Erosion Control Management	DAY

Erosion Control Management shall include obtaining any City or State permits prior to construction. △

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

The cost for any corrective actions required by the State or City due to contractor's failure to obtain or comply with applicable Permits will be borne by the Contractor, including fines and penalties. In the case of failures on the part of the Contractor in controlling erosion, sedimentation, and/or water pollution, the City may provide the necessary corrective actions. All corrective action costs, including Project engineering costs, will be charged to the Contractor, and appropriate deduction will be made from the Contractor's monthly pay estimate.

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

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

END OF SECTION REVISION

-1-

**REVISION OF SECTION 210
RESET STRUCTURES**

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

Subsection 210.02 shall include the following:

New storm sewer pipes shall be connected to the existing structures including inlets and manholes in locations shown on the plans.

New structures including inlets and manholes shall be connected to existing pipes in locations as shown on the plans.

Subsection 210.10 shall include the following:

The Contractor shall notify each utility company (Owner) prior to any construction that will involve the adjustment of its valve boxes or manholes.

Each Owner will mark all of its valve boxes and manholes that will be involved in the specified construction area.

Prior to commencing construction, the Contractor shall coordinate and conduct, with the Engineer and each Owner, an inspection of all impacted manholes and valve boxes. The purpose of this inspection will be to account for all valve boxes and manholes involved in the construction and determine their accessibility and condition. The Contractor shall provide traffic control for this inspection and for the final inspection. The Contractor shall coordinate construction with the Owner to allow sufficient time for the Owner to make all necessary repairs to valve boxes and manholes before construction begins in the area of the valve boxes and manholes. All parties shall agree on the condition of each valve box and manhole prior to construction.

The Contractor shall replace all valve box sections damaged or misplaced during construction with new valve box sections complying with the requirements of the Owner's specifications. The Contractor shall set each valve box to be adjusted so that it is ¼ inch to ½ inch below the final grade of the paved surface, or to the satisfaction of the Owner, and so that it is plumb over the operating nut of the valve.

The Contractor shall adjust all manholes that require adjustment with materials conforming to the Owner's specifications.

The Contractor shall prevent tools, concrete, dirt, or debris of any kind from falling into the channel of the existing manhole. The Contractor shall clean or remove debris from downstream sewer that enters as a result of the Contractor's work.

When the project includes planing prior to resurfacing, the Contractor shall first lower all valve boxes and manholes below the surface to be planed and then adjust them up to final grade after the paving operation is complete.

**REVISION OF SECTION 210
RESET STRUCTURES**

The Contractor shall coordinate and conduct, with the Engineer and each Owner, a final inspection upon completion of construction. This inspection shall assure that all valve boxes and manholes are in compliance with these requirements. The Engineer will obtain the Owner’s written approval before accepting the work.

Subsection 210.12 shall include the following:

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

Connecting to Existing shall include all work necessary to remove any existing connections as well as any adjustments performed to the structure to connect the new pipe to the structure or the existing pipe to the new structure. Connect to Existing shall include any pipe modifications required to connect the existing pipe to the new structure. Existing pipe inverts to be field verified.



The Contractor will be paid separately for each valve box or manhole adjustment completed down and for each adjustment completed up.

Subsection 210.13 shall include the following:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Reset Ground Sign	Each
Reset Valve	Each
Adjust Water Meter	Each
Replace Water Meter Lid	Each
Adjust Manhole	Each
Adjust Valve Box	Each
Connect to Existing	Each
Reset Mailbox	Each

END OF SECTION REVISION

SUMMARY OF APPROXIMATE QUANTITIES 48TH AVENUE SIDEWALK				
Item No.	CDOT Section No.	Description	Unit	Quantity
1	201	Clearing and Grubbing	LS	1
2	202	Removal of Tree	EA	3
3	202	Removal of Wood Fence	LF	90
4	202	Removal of Gate	EA	1
5	202	Removal of Sidewalk	SY	47
6	202	Removal of Concrete Pavers	SY	5
7	202	Removal of Curb	LF	104
8	202	Removal of Curb and Gutter	LF	221
9	202	Removal of Curb Ramp	SY	5
10	202	Removal of Manhole	EA	7
11	202	Removal of Pipe	LF	1,449
12	202	Removal of Inlet	EA	17
13	202	Removal of Asphalt Mat	SY	4,400
14	202	Removal of Wall	LF	46
15	202	Removal of Concrete Steps	SF	4
16	202	Removal of Concrete Pavement	SY	49
17	203	Embankment Material (Complete In Place)	CY	218
18	203	Fine Grading, Site Prep	SF	24,000
19	203	Potholing	EA	41
20	207	Imported Topsoil	CY	58
21	208	Inlet Protection	LF	570
22	208	Silt Fence	LF	1,355
23	208	Erosion Control Management	DAY	120
24	210	Reset Mailbox	EA	1
25	210	Reset Ground Sign	EA	11
26	210	Reset Valve	EA	1
27	210	Adjust Manhole	EA	5
28	210	Adjust Valve Box	EA	18
29	210	Connect to Existing Storm Sewer	EA	13
30	212	Soil Amendment	SF	3,003
31	212	Soil Testing	EA	1
32	213	Wood Mulch	SF	3,003
33	213	Cobblestone Bed	SF	2,517
34	213	Rock Chip	SF	8,569
35	213	Steel Edging	LF	700
36	304	Aggregate Base Course (Class 6)(6 Inch)	TON	1,116
37	403	Mill and Overlay (2" Depth)	TON	285
38	403	Hot Mix Asphalt (Grading S)(75)(PG-64-22)	TON	513
39	403	Hot Mix Asphalt (Grading S)(75)(PG58-28)	TON	1,241
40	412	Concrete Pavement (9 Inch)	SY	323

SUMMARY OF APPROXIMATE QUANTITIES 48TH AVENUE SIDEWALK				
Item No.	CDOT Section No.	Description	Unit	Quantity
41	412	Concrete Pavement (11 Inch)	SY	86
42	603	15" Reinforced Concrete Pipe (Complete In Place)	LF	599
43	603	18" Reinforced Concrete Pipe (Complete In Place)	LF	408
44	603	24" Reinforced Concrete Pipe (Complete In Place)	LF	522
45	603	36" Reinforced Concrete Pipe (Complete In Place)	LF	191
46	604	Inlet Type 16 Combo Single	EA	1
47	604	Inlet Type 16 Combo Double	EA	3
48	604	Inlet Type 14 Single	EA	6
49	604	Inlet Type 14 Double	EA	8
50	604	Inlet Type 14 Triple	EA	3
51	604	Storm Sewer Standard Manhole (4' I.D.)	EA	15
52	604	Storm Sewer Standard Manhole (5' I.D.)	EA	2
53	607	Fence - 6' Wooden	LF	90
54	608	Concrete Sidewalk (4 Inch)	SY	813
55	608	Concrete Sidewalk (6 Inch)	SY	45
56	608	Concrete Curb Ramp	SY	177
57	608	Landscaping concrete - 6" depth	SY	67
58	608	Detectable Warnings	SF	170
59	609	Concrete Curb and Gutter Type 2 (Section II-B)	LF	1,505
60	614	Sign Panel (Class 1)	SF	2
61	614	Steel Sign Support (2 Inch Round) (Post)	LF	18
62	625	Construction Surveying	LS	1
63	626	Mobilization	LS	1
64	630	Traffic Control	LS	1
65	700	F/A Minor Contract Revisions	F/A	1
66	700	Cap Sanitary Service at Main	F/A	1

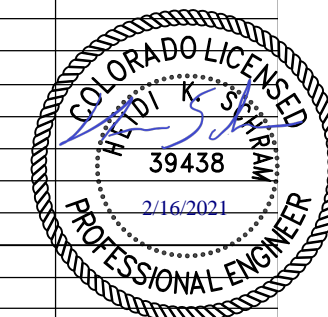
FOR INFORMATION ONLY				
67	214	Deciduous Tree - by CCD Urban Forestry	EA	25



Print Date: 2/16/2021		Sheet Revisions				DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE 201 WEST COLFAX AVENUE DENVER, CO 80202 PHONE: (720) 913-4501 FAX: (720) 913-4544	As Constructed No Revisions: Revised: Void:	48TH AVENUE SIDEWALK SUMMARY OF APPROXIMATE QUANTITIES		Project Number	
File Name: 40049_SQ_TB_01.dwg		Date:	Comments	Init.						2018-PROJMSTR-0000358	
Horiz. Scale: Vert. Scale:		2-15-21	REV 1 - BID ADDENDUM	AGR						Sheet Number 6	
City Project Manager							Designer: AGR Structure Numbers Detailer: AGR Sheet Subset: SAQ Subset Sheets: 1 OF 1				

Tabulation of Drainage Structures

Structure Number	Alignment Name for Station-Offset Callout	Station - Offset	210	604	604	604	604	604	604	604	604	604	604	604	604	604	604	603	603	603	603	202	202	202	210	Comments	
			Connect to Existing	Inlet NO. 16 Combo Single	Inlet NO. 16 Combo Double	Inlet NO. 16 Combo Double	Inlet NO. 14 Single	Inlet NO. 14 Double	Inlet NO. 14 Double	Inlet NO. 14 Triple	Manhole (EA)								Reinforced Concrete Pipe (CIP)	Reinforced Concrete Pipe (CIP)	Reinforced Concrete Pipe (CIP)	Reinforced Concrete Pipe (CIP)	Removal of Pipe	Removal of Inlet	Removal of Manhole		Adjust Manhole
			EA	H	H	H	H	H	H	H	4' Slab Base				5' Slab Base				15"	18"	24"	36"	LF	EA	EA		EA
			EA	5	5	10	5	10	5	10	5	10	15	20	5	20	LF	LF	LF	LF	LF	EA	EA	EA			
MH-CONNECT	48th	101+31.75, 1.81'R	1																								
DPBA	48th	101+97.99, 15.17'R						1										13									
MHBA	48th	101+97.48, 1.90'R												1					66								
MH1	48th	102+95.06, 1.81'R												1					98								
DP1	48th	102+95.28, 15.19'R						1											13			25	1				
DP2	48th	103+16.59, 43.00'R						1										31				33	1				
MH3	48th	103+40.55, 2.19'R	1											1					45			120		1			
DP3	48th	103+48.01, 42.98'R				1												41				29	1				
DP4	48th	104+60.13, 15.13'R					1											14									
MH4	48th	104+60.40, 1.28'R	1												1												
DP5	48th	105+25.94, 12.69'R		1														12									
MH5	48th	105+26.10, 0.77'R	1												1												
DP6	48th	106+16.34, 34.53'R	1						1										33			60	2		1		
DP7	48th	106+48.37, 34.47'R	1		1														33			29	1		1		
DP8	48th	108+58.67, 14.66'R									1							16									
MH8	48th	108+58.93, 1.55'L	1													1											
DP9	48th	109+13.50, 41.33'R								1								38				35	1				
MH10	48th	109+47.67, 1.95'L	2																			13	13		1	1	
DP10	48th	109+51.09, 41.26'R				1												43				54	2				
MH11	48th	111+25.75, 0.83'L														1						178	178				
DP11	48th	111+25.93, 14.68'R								1								16									
MH12	48th	112+15.99, 0.08'L																		90		90			1		
DP12	48th	112+16.32, 53.45'R									1							54				48	1				
MH13	47th	112+46.42, 0.07'L	1														1			74		74			1		
DP13	48th	112+50.36, 37.02'R							1									51				59	2				
MH14	48th	114+20.06, 0.71'L	1																	130		130					
DP14	49th	114+20.22, 14.66'R								1								15									
MH15	48th	115+14.71, 0.49L																		95		95			1		
DP15	48th	115+16.18, 37.00'R																38				31	1				
DP16	48th	115+50.64, 37.15'R								1								34				65	2				
MH16	48th	115+62.18, 0.09'R	1																	47		47			1		
MH17	48th	116+47.91, 0.25'R																		86		86					
DP17	48th	116+48.17, 14.65'R						1										14									
MH18	48th	117+29.12, 0.39'R																		81		81					
DP18	48th	117+29.50, 14.68'R							1									14									
MH19	48th	118+16.17, 0.16'L	1																	105					1		
DP19	48th	118+16.51, 40.83'R						1										41				30	1				
DP20	48th	118+50.05, 34.31'R								1								48				37	1				
PROJECT TOTAL			13	1	1	2	3	3	6	2	2	1	3	8	3	1	1	1	599	408	522	191	1449	17	7	3	



Know what's below. Call before you dig.

Print Date: 2/16/2021
 File Name: 40049_HYD_PP_R1.dwg
 Horiz. Scale: NTS Vert. Scale: NTS
 City Project Manager
JACOBS

Sheet Revisions		
Date:	Comments	Init.
2-15-21	REV 1 - BID ADDENDUM	AGR

DENVER
 THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE
 201 WEST COLFAX AVENUE
 DENVER, CO 80202
 PHONE: (720) 913-4501
 FAX: (720) 913-4544

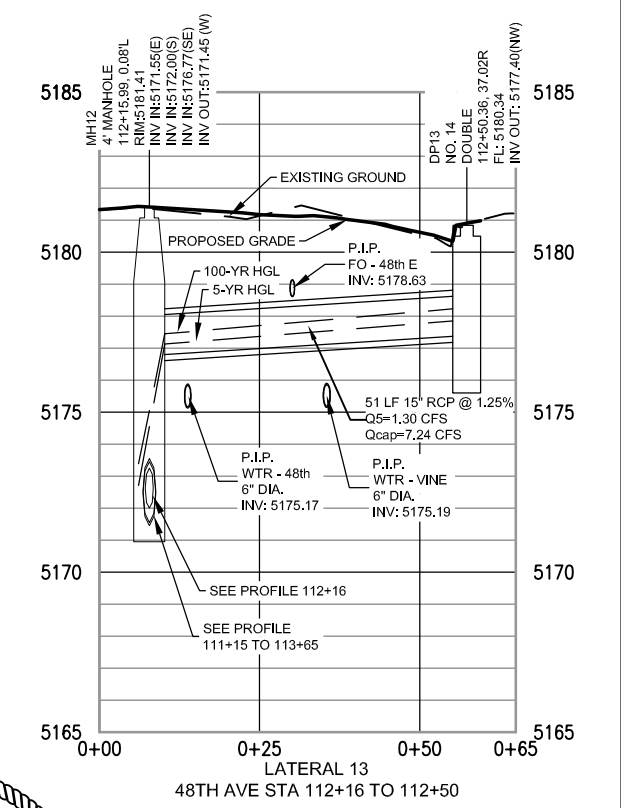
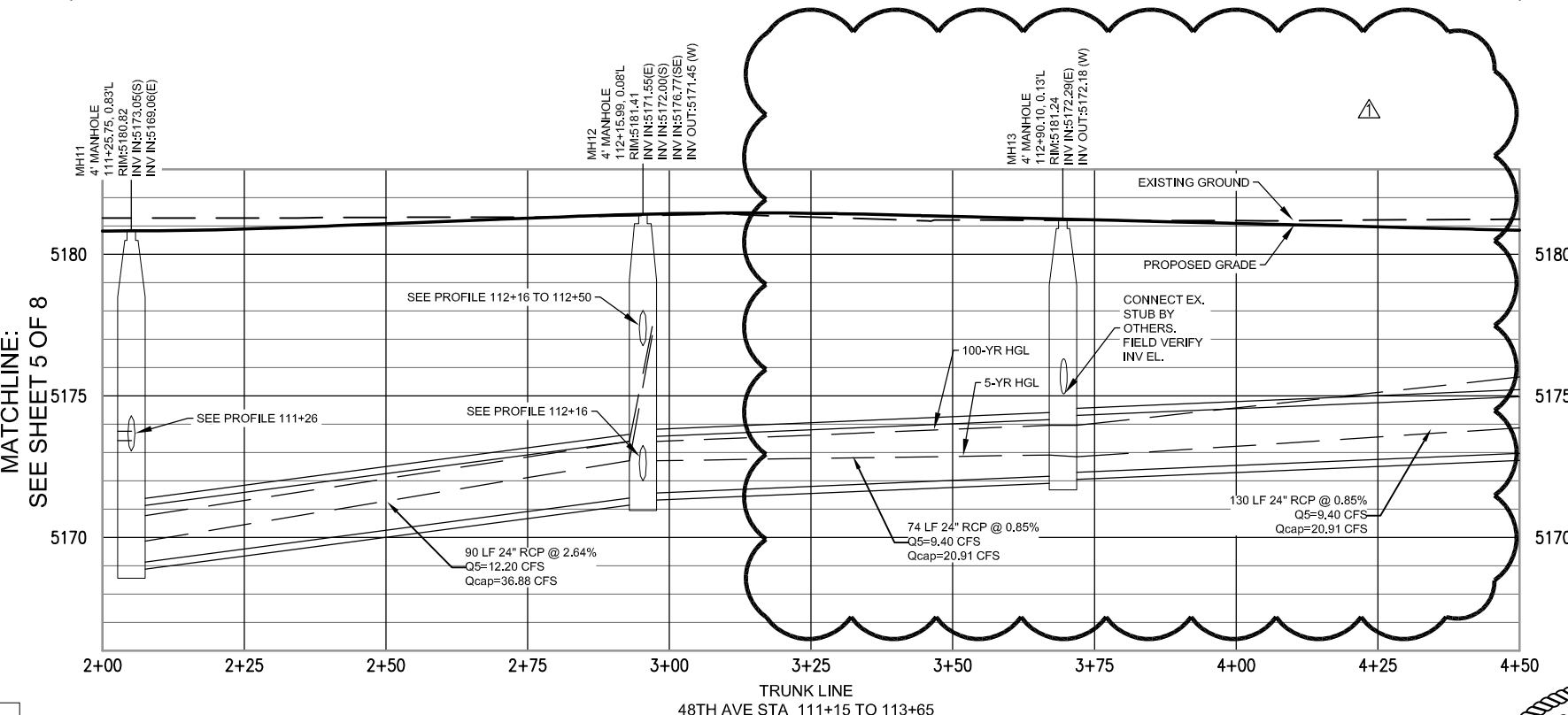
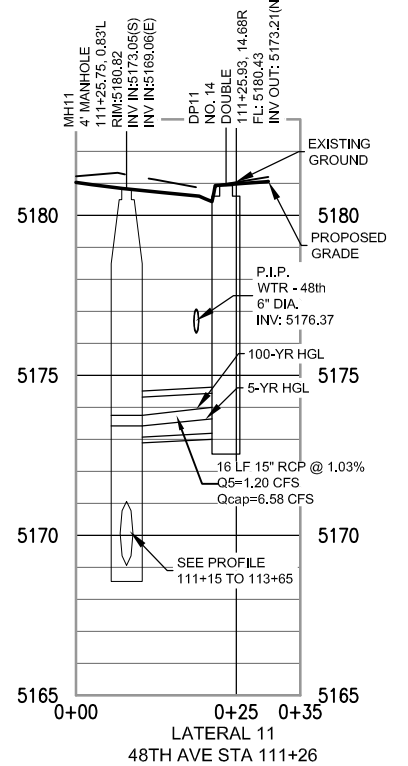
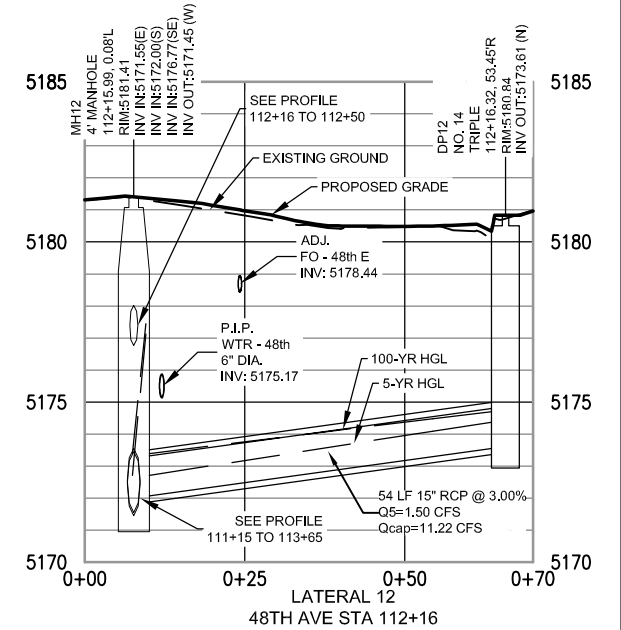
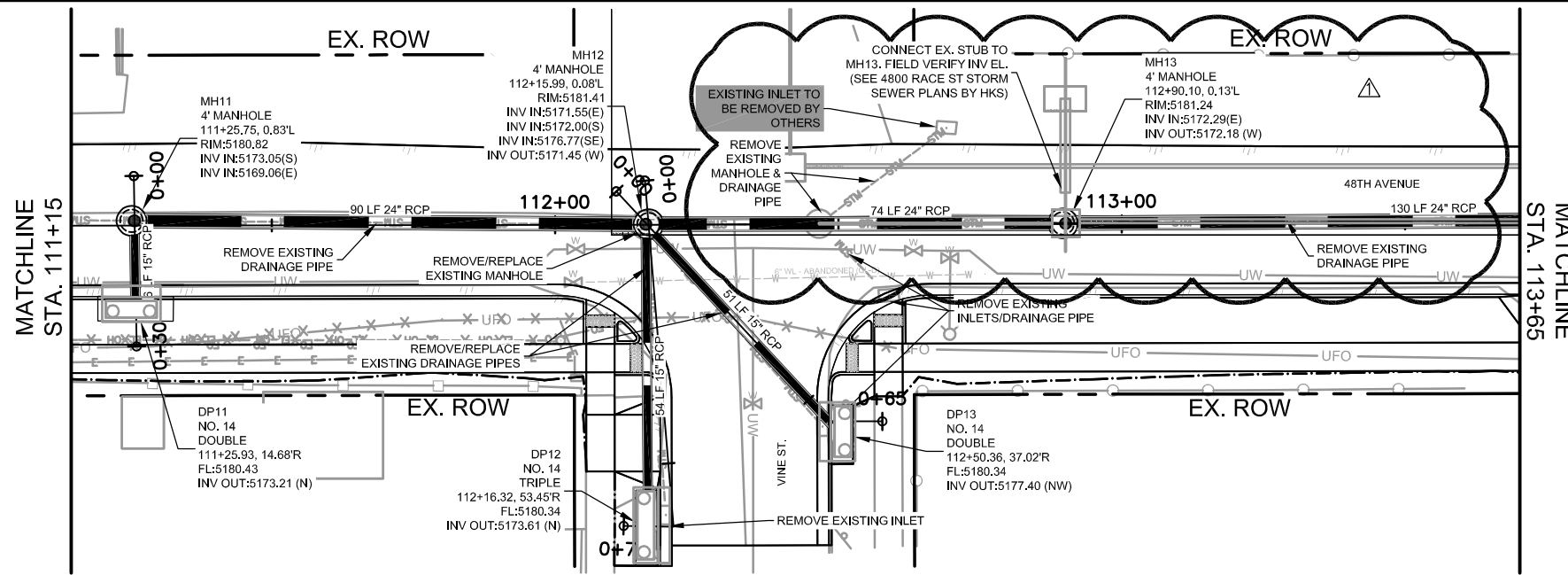
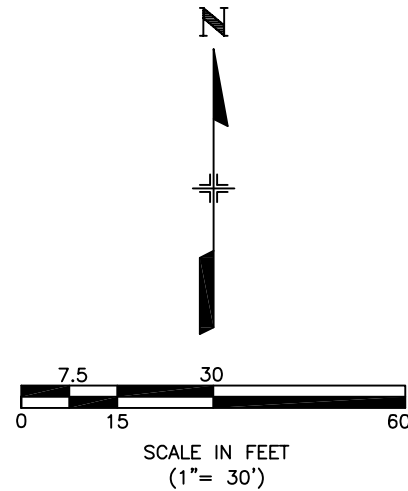
As Constructed
 No Revisions:
 Revised:
 Void:

48TH AVENUE SIDEWALK DRAINAGE TABULATIONS

Designer: MNJ
 Detailer: MNJ
 Sheet Subset: DRAINAGE
 Subst Sheets: 1 OF 8

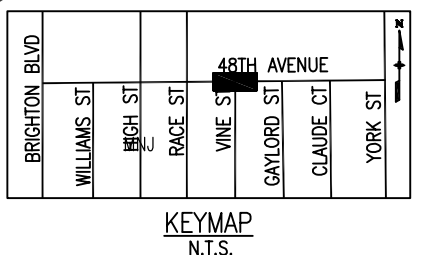
Project Number
 2018-PROJMSTR-0000358
 Sheet Number 48

Attachment #3

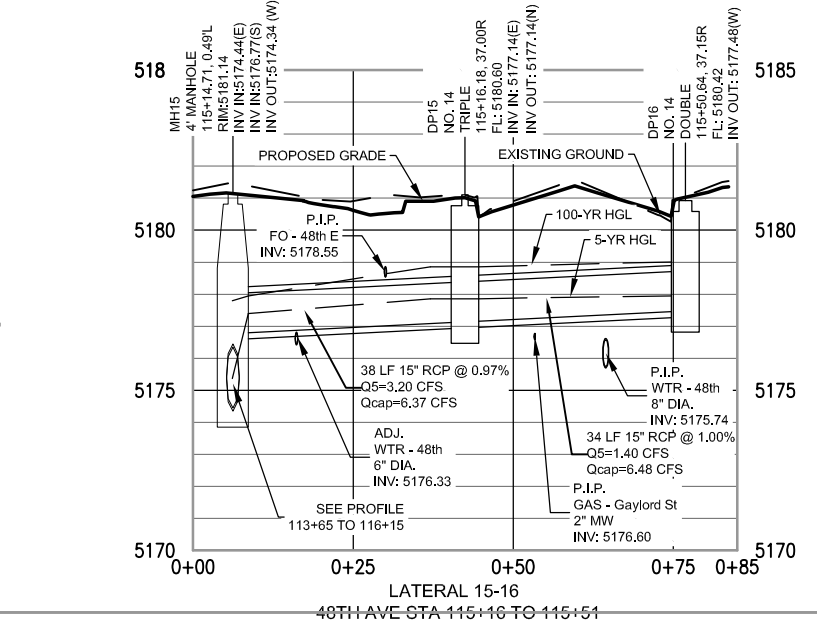
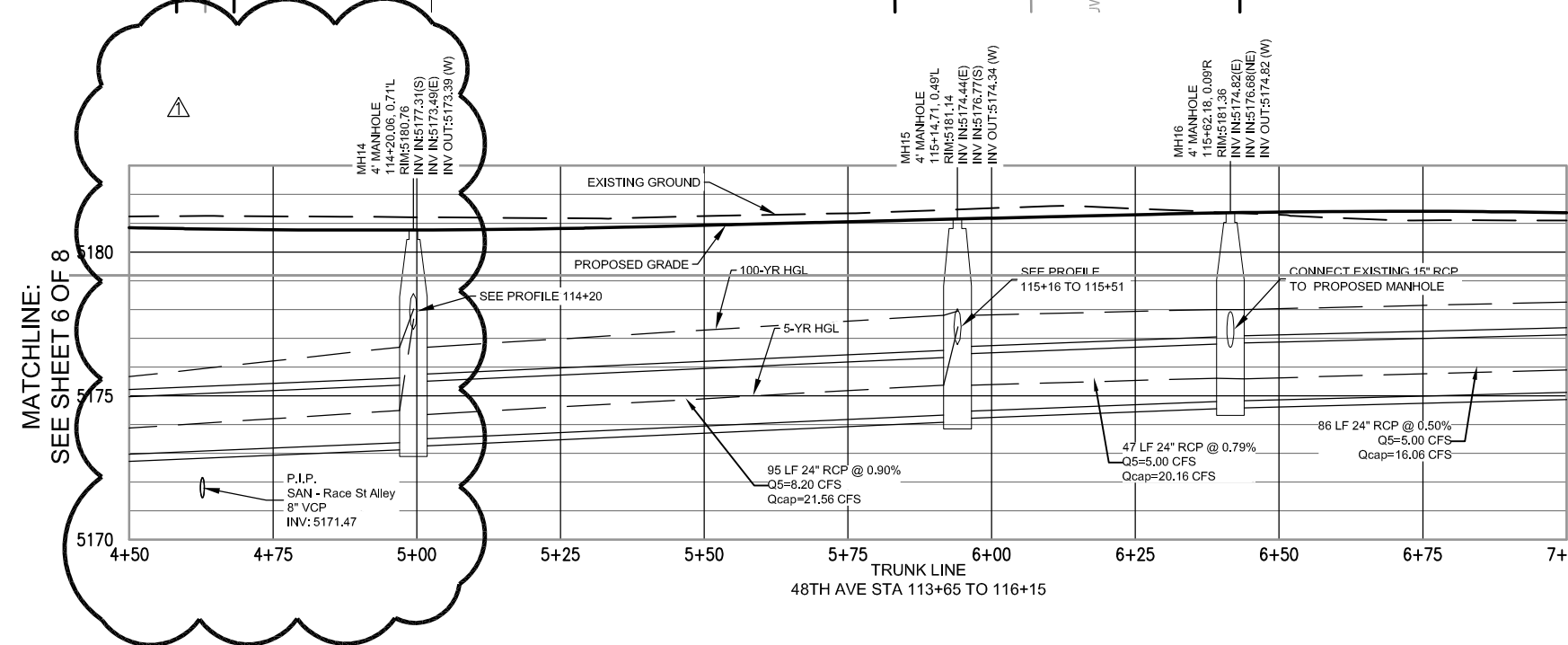
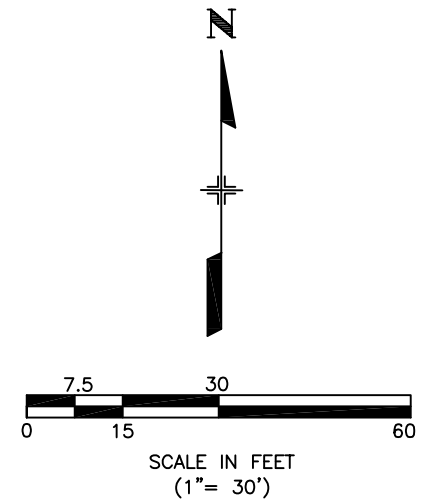
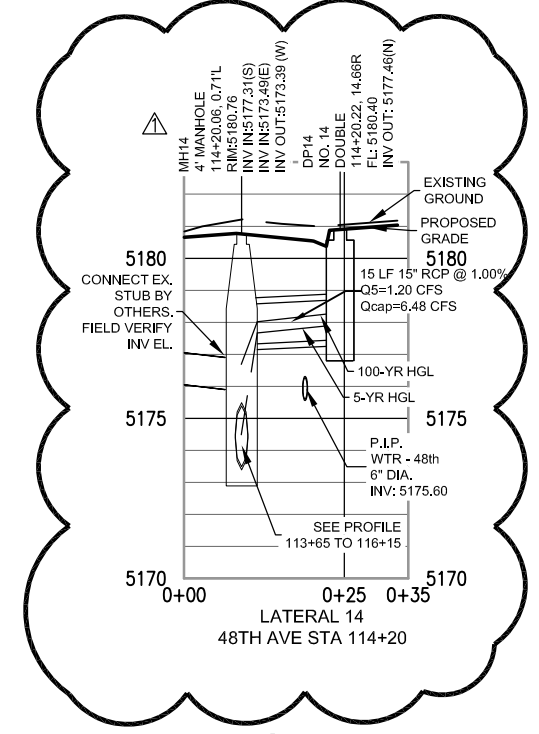
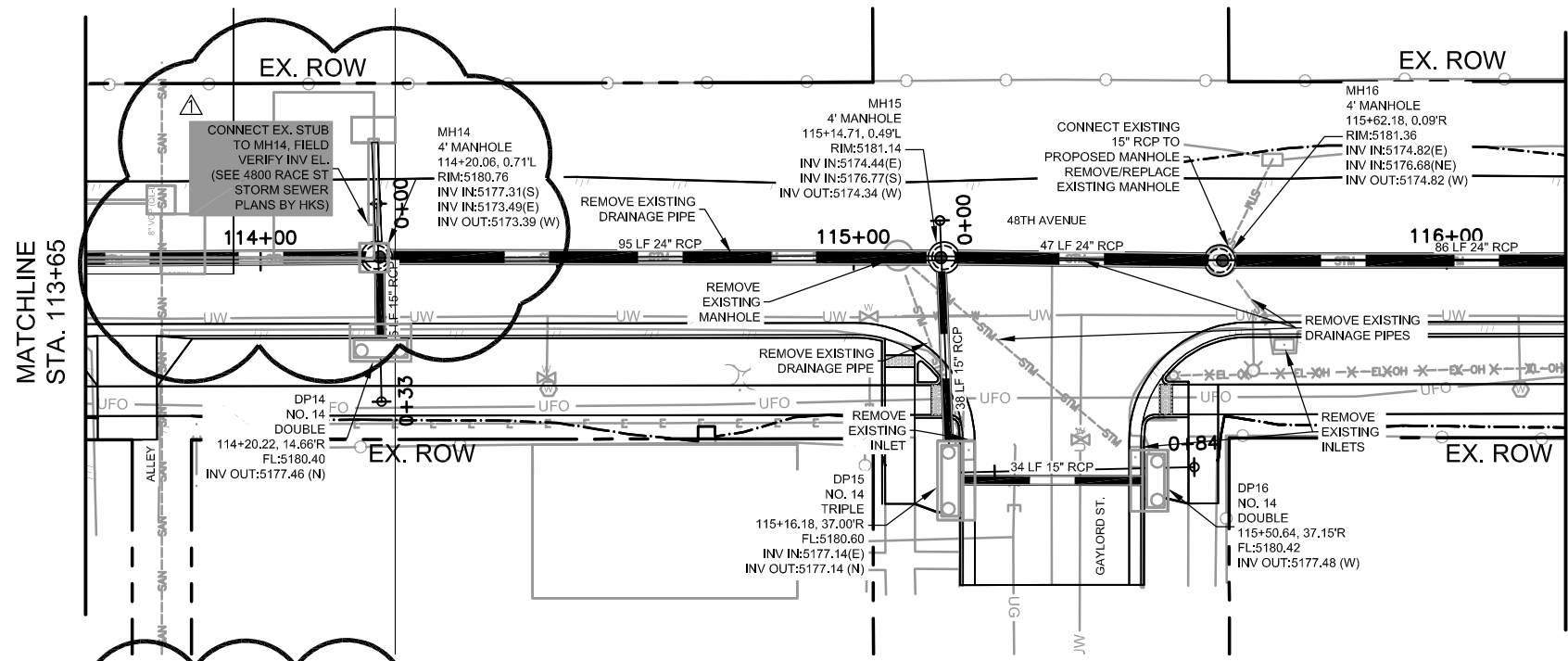


UTILITY LEGEND	
EXISTING	PROPOSED
---E---E	---E---E
---EL-OH	---E---OH
---FO	---FO
---G---G	---G---G
---SAN	---SAN
---STM	---STM
---T-OH	---OH---T
---W---W	---W---W

- NOTES**
1. P.I.P. - UTILITY TO BE PROTECTED IN PLACE
 2. ADJ. - UTILITY TO BE ADJUSTED BY CONTRACTOR
 3. INLET STATION AND OFFSET TAKEN AT CENTER OF STRUCTURE
 4. PIPE LENGTHS ARE FROM CENTER OF MANHOLE TO CENTER OF MANHOLE.

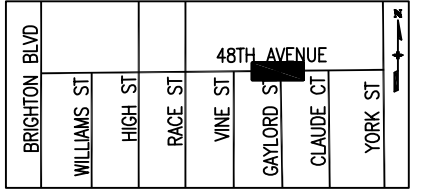
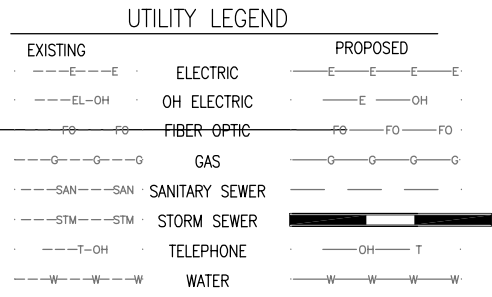


Print Date: 2/16/2021	Sheet Revisions			<p>DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE</p> <p>201 WEST COLFAX AVENUE DENVER, CO 80202 PHONE: (720) 913-4501 FAX: (720) 913-4544</p>	As Constructed	48TH AVENUE SIDEWALK DRAINAGE PLAN & PROFILE		Project Number
File Name: 40049_HYD_PP_R1.dwg	Date: 2-15-21	Comments: REV 1 - BID ADDENDUM	Init.: AGR		No Revisions:	Designer: MNJ	Structure Numbers:	2018-PROJMSTR-0000358
Horiz. Scale: 1"=30'	Vert. Scale: 1"=6'				Revised:	Detailer: MNJ	Subset Sheets: 6 OF 8	Sheet Number 53
City Project Manager					Void:			



NOTES

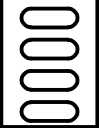
1. P.I.P. - UTILITY TO BE PROTECTED IN PLACE
2. ADJ. - UTILITY TO BE ADJUSTED BY CONTRACTOR
3. INLET STATION AND OFFSET TAKEN AT CENTER OF STRUCTURE
4. PIPE LENGTHS ARE FROM CENTER OF MANHOLE TO CENTER OF MANHOLE.



KEYMAP
N.T.S.



Print Date: 2/16/2021		DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE 201 WEST COLFAX AVENUE DENVER, CO 80202 PHONE: (720) 913-4501 FAX: (720) 913-4544	As Constructed No Revisions: Revised: Void:	48TH AVENUE SIDEWALK DRAINAGE PLAN & PROFILE		Project Number
File Name: 40049_HYD_PP_R1.dwg				Designer: MNJ	Structure Numbers	2018-PROJMSTR-0000358
Horiz. Scale: 1"=30' Vert. Scale: 1"=6'				Detailer: MNJ	Sheet Subset: DRAINAGE	
City Project Manager				Sheet Subsets: DRAINAGE	Subset Sheets: 7 OF 8	



Sheet Revisions		
Date:	Comments	Init.
2-15-21	REV 1 - BID ADDENDUM	AGR

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
201	Clearing and Grubbing	1	LS
202	Removal of Tree	3	EA
202	Removal of Wood Fence	90	LF
203	Removal of Gate	1	EA
202	Removal of Sidewalk	47	SY
202	Removal of Concrete Pavers	5	SY
202	Removal of Curb	104	LF
202	Removal of Curb and Gutter	221	LF
202	Removal of Curb Ramp	5	SY
202	Removal of Manhole	7	EA
202	Removal of Pipe	1,449	LF
202	Removal of Inlet	17	EA
202	Removal of Asphalt Mat	4,400	SY
202	Removal of Wall	46	LF
203	Removal of Concrete Steps	4	SF
202	Removal of Concrete Pavement	49	SY
203	Embankment Material (Complete in Place)	218	CY
203	Potholing	41	EA
208	Inlet Protection	570	LF
208	Silt Fence	1,355	LF
208	Erosion Control Management	120	DAY
210	Reset Mailbox	1	EA

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
210	Reset Ground Sign	11	EA
210	Reset Valve	1	EA
210	Adjust Manhole	5	EA
210	Adjust Valve Box	18	EA
210	Connect to Existing Storm Sewer <u>See addendum #1</u>	12 <u>13</u>	EA
250	Environmental Health and Safety Management	1	LS
250	Health and Safety Officer	100	HR
250	Monitoring Technician	100	HR
250	Materials Sampling and Delivery	1	EA
250	Materials Handling (Stockpile)	50	CY
250	Solid Waste Disposal	50	CY
304	Aggregate Base Course (Class 6)(6 Inch)	1,116	TON
403	Mill and Overlay (2" Depth)	285	TON
403	Hot Mix Asphalt (Grading SX)(75)(PG-64-22)	513	TON
403	Hot Mix Asphalt (Grading S)(75)(PG58-28)	1,241	TON
412	Concrete Pavement (9 Inch)	323	SY
603	15" Reinforced Concrete Pipe (Complete In Place)	599	LF
603	18" Reinforced Concrete Pipe (Complete In Place)	408	LF
603	24" Reinforced Concrete Pipe (Complete In Place)	522	LF
603	36" Reinforced Concrete Pipe (Complete In Place)	191	LF
604	Inlet Type 16 Combo Single	1	EA
604	Inlet Type 16 Combo Double	3	EA

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
604	Inlet Type 14 Single	6	EA
604	Inlet Type 14 Double	8	EA
604	Inlet Type 14 Triple	3	EA
604	Storm Sewer Standard Manhole (4' I.D.)	15	EA
604	Storm Sewer Standard Manhole (5' I.D.)	2	EA
607	Fence - 6' Wooden	90	LF
608	Concrete Sidewalk (4 Inch)	813	SY
608	Concrete Curb Ramp	177	SY
608	Detectable Warnings	170	SF
609	Concrete Curb and Gutter Type 2 (Section II-B)	1,505	LF
614	Steel Sign Support (2 Inch Round) (Post)	9	LF
412	Concrete Pavement (11 Inch)	86	SY
608	Concrete Sidewalk (6 Inch)	45	SY
614	Sign Panel (Class 1)	2	SF
614	Steel Sign Support (2 Inch Round) (Post)	9	LF
203	Fine Grading, Site Prep	24,000	SF
207	Imported Topsoil	56	CY
212	Soil Amendment	3,003	SF
212	Soil Testing	1	EA
213	Cobblestone Bed	2,517	SF
213	Wood Mulch	3,003	SF
213	Steel Edging	700	LF

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
213	Rock Chip Bed	8,569	SF
214	1 Year Maintenance	1	LS
608	Landscaping concrete – 6” depth	56	SY
625	Construction Surveying	1	LS
626	Mobilization	1	LS
630	Construction Traffic Control	1	LS
700	F/A Minor Contract Revisions	1	F/A

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Technical Specifications & Plans/Drawings

Contract Number: 202057316

**48th Avenue TOD Improvements Brighton to
York**

January 6, 2021

**PLEASE NOTE: Documents listed above are
incorporated by reference and filed with the**

Clerk and Recorder. File #: 20210026