

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

Contract Documents

Contract Number: 202579574

Washington Street 47th to 52nd

May 13, 2025



NOTICE TO APPARENT LOW BIDDER

SEMA Construction, Inc.
7353 South Eagle Street
Centennial, CO 80112

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **July 2, 2025**, for work to be done and materials to be furnished in and for:

202579574 – WASHINGTON STREET 47TH TO 52ND

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: **Two Hundred Forty-Six (246) bid items (Schedule A 202 through Schedule B 01.21.26.02)** the total estimated cost thereof being: **Twenty-Two Million Six Hundred Seventy-Eight Thousand Two Hundred Eighty-One Dollars and Fifty-Nine Cents (\$22,678,281.59).**

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

- a. Insurance Certificates: Commercial General Liability and Business Automotive Liability, Worker's Compensation and Employer Liability; and Builder's Risk or Installation Floater.
- b. Payment and Performance Bond along with One original Power of Attorney relative to Performance and/or Payment Bond.

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

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

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



NOTICE TO APPARENT LOW BIDDER

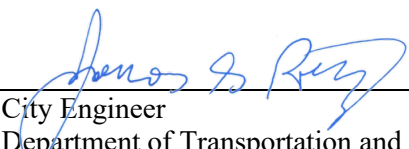
CONTRACT NO. 202579574

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Dated at Denver, Colorado this 5th day of August 2025.

CITY AND COUNTY OF DENVER

By: _____


City Engineer

Department of Transportation and Infrastructure

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

City and County of Denver Department of Transportation & Infrastructure
Project Delivery Administration
201 W. Colfax Avenue, Dept. 608 | Denver, CO 80202
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CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Bid Form Package

Contract Number: 202579574

Washington Street 47th to 52nd

May 13, 2025

CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

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

BIDDER'S CHECKLIST

These forms comprise the Bid Form and Submittal Package. Please note that a copy of the executed Bid Bond is to be submitted via Rocky Mountain E-Purchasing ("BidNet") at the time of bid opening, and that the original Bid Bond must be sent and received within seven (7) calendar days after the bid due date.

Bidders must complete the Unit Item Pricing in the Documents & Items section of the solicitation in [BidNet](#). The totals from the Item Pricing are required on page BF-6 of the Submittal Package.

PAGE NO.	ACTION ITEM(S)	COMPLETE
BF-3 – BF-4	• Use legal name, per Colorado Secretary of State (SOS).	☒
	• Provide contact and signatory information.	☒
	• Provide acknowledgment signature and attestation (if required).	☒
BF-5	• Use legal name, per Colorado Secretary of State (SOS).	☒
BF-6	• Write Total Base Bid Amount in words and figures in the space provided.	☒
	• If applicable, write out Add Alt amounts in words and figures.	☒
	• Provide surety/bid guarantee information.	☒
BF-7	• List all subcontractors who are performing work on this project.	☒
BF-8 – BF-9	• Complete DSBO Form List of Proposed Subcontractors, Subconsultants, and/or Suppliers ('Base Bid Total' from BF-6 = 'Total Contract Value') (Required Form due with bid)	☒
BF-10	• Complete all blanks for bid acknowledgement.	☒
	• If Addenda have been issued, complete addenda acknowledgement.	☒
BF-11	• Complete appropriate sections and include signature(s) as required.	☒
	• If bidder is a corporation, include corporate seal as required.	☒
BF-12	• Complete DSBO Commitment to DBE Participation. (Required Form due with bid)	☒
BF-13	• Completed Letter of Intent for each certified firm, signed by the firm's representative. (Required Form due with bid) ○ Guide to Complete a Letter of Intent	☒
BF-16	• Anti Collusion Affidavit (Required Form due with bid)	☒
BF-17	• Fill in all Bid Bond blank spaces.	☒
	• Provide signatures as required.	☒
	• If bidder is a corporation, include corporate seal as required.	☒
	• Attach Surety Agents Power of Attorney <u>OR</u> Certified or cashier's check made out to the Manager of Revenue referencing Bidder's Company and Contract Number.	☒

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

BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

CONTRACT NO. 202579574

WASHINGTON STREET 47TH TO 52ND

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

ADDRESS: 7353 S Eagle St Centennial, CO 80112

CONTACT PERSON FOR ALL MATTERS RELATING TO THIS DOCUMENT

NAME: Joe Haberl **TITLE:** Lead Estimator

EMAIL: jhaberl@sema.inc **PHONE NUMBER:** 303-547-8383

AUTHORIZED ELECTRONIC SIGNATORY

NAME: Steven C. Mills, Coporate V.P., Contracts

EMAIL: smills@sema.inc

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. 202579574 - Washington Street 47th to 52nd**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated May 12, 2025.

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.

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

BID FORM

CONTRACT NO. 202579574

WASHINGTON STREET 47TH TO 52ND

BIDDER: SEMA 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 **May 12, 2025**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 202579574 - Washington Street 47th to 52nd**, in Denver, Colorado, in full accordance with and conformity to the Plans, Technical Specifications, and Contract Documents hereto attached or by reference made a part hereof, at and for the following price(s) set forth on this Bid Form.

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

Advertisement of Notice of Invitation for Bids
Instructions to Bidders
Commitment to DBE Participation
Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C.
Bid Bond
Addenda (as applicable)
Equal Employment Opportunity Provisions (Appendix A and Appendix F)
Bid Form
Contract Form
General Contract Conditions
Special Contract Conditions
Performance and Payment Bond

Notice to Apparent Low Bidder
Notice to Proceed
Contractor's Certification of Payment Form
Final/Partial Release and Certificate of Payment
Certificate of Contract Receipt
Change Orders (as applicable)
Federal Requirements (as applicable)
Prevailing Wage Rate Schedule(s)
Technical Specifications
Contract Drawing
Accepted Shop Drawings
Certificate of Insurance

Washington Street 47th to 52nd						SEMA Construction, Inc.: Federal Insurance Company / Berkshire Hathaway Specialty Insurance Company	
Contract No. 202579574						640 Calendar Days	
Bid Item	Description	Qty	Units	Unit Cost	Total Cost	Unit Bid	Total Bid
Schedule A							
202	Removal of Pipe (Abandoned Gas Line)	1265	LF	\$70.00	\$88,550.00	\$20.00	\$25,300.00
202-1	Removal Of Pipe (Abandoned Water Line)	1100	LF	\$70.00	\$77,000.00	\$60.00	\$66,000.00
202-2	Plug Pipe (Water Line)	1	EACH	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00
208	Stabilized Staging Area	2	EACH	\$24,000.00	\$48,000.00	\$20,000.00	\$40,000.00
250	Certified Asbestos Building Inspector	120	HOUR	\$180.00	\$21,600.00	\$110.00	\$13,200.00
250-1	Material Sampling and Delivery - Asbestos	40	EACH	\$1,375.00	\$55,000.00	\$52.00	\$2,080.00
250-2	Material Sampling and Delivery - Chemical	15	EACH	\$2,200.00	\$33,000.00	\$100.00	\$1,500.00
250-3	Materials Management Plan Supervisor	120	HOUR	\$140.00	\$16,800.00	\$150.00	\$18,000.00
503	Protection Of Existing Structures and Vibration Monitoring	1	L S	\$200,000.00	\$200,000.00	\$100,000.00	\$100,000.00
608	Directional Indicator Strip	43	SF	\$60.00	\$2,580.00	\$57.00	\$2,451.00
610	Railroad Ballast	10	CY	\$400.00	\$4,000.00	\$360.00	\$3,600.00
612	Flexible Delineator "City Post" (36 inch White)	30	EACH	\$80.00	\$2,400.00	\$160.00	\$4,800.00
612-01	Flexible Delineator "City Post" (36 inch Yellow)	27	EACH	\$80.00	\$2,160.00	\$160.00	\$4,320.00
613	Type A Pull Box	7	EACH	\$1,900.00	\$13,300.00	\$1,500.00	\$10,500.00
613-1	Type B Pull Box	7	EACH	\$1,900.00	\$13,300.00	\$1,800.00	\$12,600.00
613-2	Type C Pull Box	16	EACH	\$3,300.00	\$52,800.00	\$2,600.00	\$41,600.00
614	Emergency Vehicle Traffic Signal Priority Control System	2	EACH	\$12,000.00	\$24,000.00	\$14,000.00	\$28,000.00
614-1	Ethernet Managed Switch	3	EACH	\$8,400.00	\$25,200.00	\$6,100.00	\$18,300.00
614-2	Intersection Detection System (FLIR)(Camera)	9	EACH	\$15,000.00	\$135,000.00	\$12,000.00	\$108,000.00
614-4	Traffic Signal Pedestal Pole (10')	1	EACH	\$8,500.00	\$8,500.00	\$2,900.00	\$2,900.00
614-5	Traffic Signal Pedestal Pole (15')	1	EACH	\$10,500.00	\$10,500.00	\$3,300.00	\$3,300.00
619-01	6 Inch Ductile Iron Pipe	44	LF	\$800.00	\$35,200.00	\$650.00	\$28,600.00
619-02	8 Inch Ductile Iron Pipe	91	LF	\$1,100.00	\$100,100.00	\$1,100.00	\$100,100.00
619-03	12 Inch Ductile Iron Pipe	81	LF	\$1,250.00	\$101,250.00	\$860.00	\$69,660.00
619-04	16 Inch Ductile Iron Pipe	26	LF	\$1,350.00	\$35,100.00	\$1,900.00	\$49,400.00
619-05	3/4 Inch Copper Pipe	169	LF	\$325.00	\$54,925.00	\$160.00	\$27,040.00
619-06	1 Inch Copper Pipe	18	LF	\$1,000.00	\$18,000.00	\$200.00	\$3,600.00
619-07	6 Inch Gate Valve & Valve Box	2	EACH	\$5,000.00	\$10,000.00	\$5,100.00	\$10,200.00
619-08	8 Inch Gate Valve & Valve Box	1	EACH	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00
619-09	24 Inch Manhole Ring & Cover	1	EACH	\$15,000.00	\$15,000.00	\$3,400.00	\$3,400.00
619	Fire Hydrant Assembly	1	EACH	\$21,000.00	\$21,000.00	\$15,600.00	\$15,600.00
621	Detour Pavement	600	SY	\$110.00	\$66,000.00	\$100.00	\$60,000.00
626	Public Information Management (Tier III)	640	DAY	\$105.00	\$67,200.00	\$60.00	\$38,400.00
630	Construction Traffic Control	1	L S	\$2,700,000.00	\$2,700,000.00	\$2,000,000.00	\$2,000,000.00
201-00000	Clearing and Grubbing	1	L S	\$80,000.00	\$80,000.00	\$250,000.00	\$250,000.00
202-00000	Removal of Structures and Obstructions	1	L S	\$200,000.00	\$200,000.00	\$100,000.00	\$100,000.00
202-00010	Removal of Tree	11	EACH	\$1,100.00	\$12,100.00	\$750.00	\$8,250.00
202-00012	Removal of Tree Stump	2	EACH	\$800.00	\$1,600.00	\$700.00	\$1,400.00
202-00019	Removal of Inlet	11	EACH	\$2,500.00	\$27,500.00	\$1,600.00	\$17,600.00
202-00021	Removal of Manhole	3	EACH	\$2,600.00	\$7,800.00	\$1,700.00	\$5,100.00
202-00031	Removal of Fire Hydrant	1	EACH	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00
202-00035	Removal of Pipe	607	LF	\$100.00	\$60,700.00	\$68.00	\$41,276.00
202-00039	Removal of Bollard	39	EACH	\$200.00	\$7,800.00	\$82.00	\$3,198.00
202-00040	Removal of Electrical Conduit	385	LF	\$100.00	\$38,500.00	\$6.50	\$2,502.50
202-00120	Removal of Concrete Box Culvert	12	LF	\$600.00	\$7,200.00	\$1,300.00	\$15,600.00
202-00155	Removal of Wall	320	LF	\$300.00	\$96,000.00	\$15.00	\$4,800.00
202-00200	Removal of Sidewalk	2946	SY	\$26.00	\$76,596.00	\$22.00	\$64,812.00
202-00201	Removal of Curb	4170	LF	\$8.00	\$33,360.00	\$8.50	\$35,445.00
202-00203	Removal of Curb and Gutter	1900	LF	\$13.00	\$24,700.00	\$9.50	\$18,050.00
202-00206	Removal of Concrete Curb Ramp	345	SY	\$25.00	\$8,625.00	\$28.00	\$9,660.00
202-00207	Removal of Brick Pavers	83	SY	\$100.00	\$8,300.00	\$49.00	\$4,067.00
202-00210	Removal of Concrete Pavement	1944	SY	\$30.00	\$58,320.00	\$29.00	\$56,376.00
202-00212	Removal of Concrete Pavement (Special)	550	SY	\$40.00	\$22,000.00	\$31.00	\$17,050.00
202-00220	Removal of Asphalt Mat	14695	SY	\$15.00	\$220,425.00	\$22.00	\$323,290.00
202-00226	Removal of Asphalt Mat (Special)	4063	SY	\$32.00	\$130,016.00	\$35.00	\$142,205.00
202-00250	Removal of Pavement Marking	672	SF	\$4.00	\$2,688.00	\$3.20	\$2,150.40
202-00700	Removal of Light Standard	2	EACH	\$1,700.00	\$3,400.00	\$690.00	\$1,380.00
202-00705	Removal of Light Standard Foundation	2	EACH	\$1,700.00	\$3,400.00	\$2,000.00	\$4,000.00
202-00810	Removal of Ground Sign	18	EACH	\$230.00	\$4,140.00	\$100.00	\$1,800.00
202-00821	Removal of Sign Panel	8	EACH	\$220.00	\$1,760.00	\$160.00	\$1,280.00
202-00828	Removal of Traffic Signal Equipment	1	L S	\$32,000.00	\$32,000.00	\$16,600.00	\$16,600.00
202-01000	Removal of Fence	380	LF	\$13.00	\$4,940.00	\$5.00	\$1,900.00
202-01035	Removal of Gate	1	EACH	\$250.00	\$250.00	\$520.00	\$520.00
202-05150-01	Wayfinding Type H: Sandblasted Green Infrastructure/Metrics Text	11	EACH	\$320.00	\$3,520.00	\$650.00	\$7,150.00
202-90000	Removal of Chase Drain	1	EACH	\$4,000.00	\$4,000.00	\$610.00	\$610.00
203-00065	Embankment Material (Complete In Place) (R20)	1870	CY	\$80.00	\$149,600.00	\$62.00	\$115,940.00
203-00910	Contaminated Soil Excavation and Disposal (Off-Site)	13290	CY	\$132.00	\$1,754,280.00	\$47.00	\$624,630.00
203-02330	Laborer	500	HOUR	\$70.00	\$35,000.00	\$61.00	\$30,500.00
206-00520	Filter Material (Class B)	60	CY	\$170.00	\$10,166.00	\$200.00	\$11,960.00
206-00530	Filter Material (Class C)	8	CY	\$150.00	\$1,230.00	\$180.00	\$1,476.00
207-00205	Topsoil	452	CY	\$140.00	\$63,280.00	\$60.00	\$27,120.00
207-00405	Topsoil (Special)	355	CY	\$150.00	\$53,250.00	\$120.00	\$42,600.00

Washington Street 47th to 52nd						SEMA Construction, Inc.: Federal Insurance Company / Berkshire Hathaway Specialty Insurance Company	
Contract No. 202579574						640 Calendar Days	
Bid Item	Description	Qty	Units	Unit Cost	Total Cost	Unit Bid	Total Bid
207-00406	Imported Topsoil 2 - Unamended	484	CY	\$120.00	\$58,080.00	\$110.00	\$53,240.00
207-00407	Soil Biofiltration Media Mix	114	CY	\$220.00	\$25,080.00	\$110.00	\$12,540.00
207-00408	Amended Mix 2	710	CY	\$125.00	\$88,750.00	\$100.00	\$71,000.00
207-00409	Bio Retention Media	519	CY	\$130.00	\$67,470.00	\$99.00	\$51,381.00
208-00008	Erosion Log Type 2 (12 Inch)	630	LF	\$10.00	\$6,300.00	\$5.50	\$3,465.00
208-00035	Aggregate Bag	2589	LF	\$16.00	\$41,424.00	\$9.00	\$23,301.00
208-00045	Concrete Washout Structure	8	EACH	\$3,800.00	\$30,400.00	\$9,700.00	\$77,600.00
208-00054	Storm Drain Inlet Protection (Type II)	87	EACH	\$500.00	\$43,500.00	\$260.00	\$22,620.00
208-00070	Vehicle Tracking Pad	16	EACH	\$4,200.00	\$67,200.00	\$13,600.00	\$217,600.00
208-00106	Sweeping (Sediment Removal)	208	HOURL	\$215.00	\$44,720.00	\$200.00	\$41,600.00
208-00207	Erosion Control Management	104	DAY	\$870.00	\$90,480.00	\$530.00	\$55,120.00
210-00007	Reset Wheel Stop	3	EACH	\$300.00	\$900.00	\$170.00	\$510.00
210-00035	Reset Water Meter	6	EACH	\$2,200.00	\$13,200.00	\$5,400.00	\$32,400.00
210-00050	Reset Fire Hydrant	4	EACH	\$8,800.00	\$35,200.00	\$8,900.00	\$35,600.00
210-01000	Reset Fence	526	LF	\$115.00	\$60,490.00	\$16.00	\$8,416.00
210-01011	Reset Gate	8	EACH	\$4,800.00	\$38,400.00	\$2,600.00	\$20,800.00
210-04010	Adjust Manhole	31	EACH	\$2,050.00	\$63,550.00	\$1,300.00	\$40,300.00
210-04015	Modify Manhole	3	EACH	\$7,400.00	\$22,200.00	\$4,100.00	\$12,300.00
210-04050	Adjust Valve Box	48	EACH	\$1,300.00	\$62,400.00	\$900.00	\$43,200.00
210-04060	Adjust Water Meter	22	EACH	\$2,200.00	\$48,400.00	\$1,500.00	\$33,000.00
212-00006	Seeding (Native)	0	ACRE	\$6,000.00	\$1,680.00	\$18,305.32	\$5,125.49
212-00050	Sod	5663	SF	\$4.00	\$22,652.00	\$1.60	\$9,060.80
212-00100	Tree Retention and Protection	192	LF	\$30.00	\$5,760.00	\$75.00	\$14,400.00
213-00007	Mulching (Wood Strand)	2397	CF	\$12.00	\$28,764.00	\$6.50	\$15,580.50
213-00067	Rock Mulch (Weed Free)	18	TON	\$1,600.00	\$28,960.00	\$180.00	\$3,258.00
213-00068	Squeegee	12	TON	\$2,500.00	\$30,000.00	\$140.00	\$1,680.00
213-00505	Metal Grate Bridges	947	SF	\$250.00	\$236,750.00	\$41.00	\$38,827.00
214-00005	Landscape Maintenance (24 Month)	1	LS	\$150,000.00	\$150,000.00	\$70,000.00	\$70,000.00
214-00230-01	Deciduous Tree (2 Inch Caliper)	33	EACH	\$800.00	\$26,400.00	\$810.00	\$26,730.00
214-00282-01	Deciduous Ornamental Tree (8')	8	EACH	\$900.00	\$7,200.00	\$810.00	\$6,480.00
214-00350	Deciduous Shrub (5 Gallon Container)	727	EACH	\$73.00	\$53,071.00	\$68.00	\$49,436.00
214-00910	Perennials (1 Gallon Container)	867	EACH	\$28.00	\$24,276.00	\$27.00	\$23,409.00
214-00920	Ornamental Grasses (2 Gallon Container)	6183	EACH	\$29.00	\$179,307.00	\$29.00	\$179,307.00
250-00010	Environmental Health and Safety Management	1	LS	\$7,000.00	\$7,000.00	\$4,100.00	\$4,100.00
250-00110	Health and Safety Officer	40	HOURL	\$185.00	\$7,400.00	\$170.00	\$6,800.00
304-06007	Aggregate Base Course (Class 6)	5929	CY	\$110.00	\$652,190.00	\$80.00	\$474,320.00
403-33841	Hot Mix Asphalt (Grading S) (100) (PG 64-22)	8010	TON	\$95.00	\$760,950.00	\$99.00	\$792,990.00
403-34871	Hot Mix Asphalt (Grading SX) (100) (PG 76-28)	2700	TON	\$119.00	\$321,300.00	\$140.00	\$378,000.00
412-00800	Concrete Pavement (8 Inch)	3100	SY	\$100.00	\$310,000.00	\$110.00	\$341,000.00
412-01300	Concrete Pavement (13 Inch)	240	SY	\$160.00	\$38,400.00	\$230.00	\$55,200.00
412-01325	Concrete Pavement (13 Inch)(Fast Track)	530	SY	\$200.00	\$106,000.00	\$320.00	\$169,600.00
420-00112	Geotextile (Drainage) (Class 1)	424	SY	\$15.00	\$6,360.00	\$3.60	\$1,526.40
503-00024	Drilled Shaft (24 Inch)	12	LF	\$750.00	\$9,000.00	\$370.00	\$4,440.00
503-00036	Drilled Shaft (36 Inch)	130	LF	\$1,080.00	\$140,400.00	\$880.00	\$114,400.00
509-90005	Paint Handrail	1847	LF	\$5.00	\$9,235.00	\$55.00	\$101,585.00
514-00201	Pedestrian Railing (Steel)(Special)	1847	LF	\$160.00	\$295,520.00	\$120.00	\$221,640.00
601-03000	Concrete Class D	5	CY	\$2,500.00	\$12,500.00	\$2,600.00	\$13,000.00
601-03055-01	Cast in Place Concrete Sidewalk Turndown Wall	485	CY	\$2,500.00	\$1,212,500.00	\$1,500.00	\$727,500.00
601-03056-01	Cast in Place Concrete Side Wall / Planter Curb (LOG4 and LOG5)	228	CY	\$2,500.00	\$570,000.00	\$1,100.00	\$250,800.00
601-03057-01	Cast in Place Concrete Seat Wall	260	LF	\$800.00	\$208,000.00	\$780.00	\$202,800.00
603-01155	15 Inch Reinforced Concrete Pipe (Complete In Place)	770	LF	\$290.00	\$223,300.00	\$230.00	\$177,100.00
603-01185	18 Inch Reinforced Concrete Pipe (Complete In Place)	1254	LF	\$330.00	\$413,820.00	\$200.00	\$250,800.00
603-02185	23x14 Inch Reinforced Concrete Pipe Elliptical (Complete In Place)	482	LF	\$500.00	\$241,000.00	\$270.00	\$130,140.00
603-02245	30x19 Inch Reinforced Concrete Pipe Elliptical (Complete In Place)	490	LF	\$330.00	\$161,700.00	\$260.00	\$127,400.00
603-50006	6 Inch Plastic Pipe	25	LF	\$160.00	\$4,000.00	\$160.00	\$4,000.00
603-50008	8 Inch Plastic Pipe	24	LF	\$170.00	\$4,080.00	\$160.00	\$3,840.00
604-16005	Inlet Type 16 (5 Foot)	27	EACH	\$15,600.00	\$421,200.00	\$13,200.00	\$356,400.00
604-16010	Inlet Type 16 (10 Foot)	2	EACH	\$18,000.00	\$36,000.00	\$16,600.00	\$33,200.00
604-16505	Inlet Type 16 (Double) (5 Foot)	11	EACH	\$23,000.00	\$253,000.00	\$21,800.00	\$239,800.00
604-16510	Inlet Type 16 (Double) (10 Foot)	1	EACH	\$27,000.00	\$27,000.00	\$31,600.00	\$31,600.00
604-19000	Inlet Special	4	EACH	\$9,000.00	\$36,000.00	\$4,200.00	\$16,800.00
604-19005	Inlet Special (5 Foot)	1	EACH	\$11,000.00	\$11,000.00	\$6,600.00	\$6,600.00
604-19405	Inlet Type R Special (5 Foot)	5	EACH	\$16,100.00	\$80,500.00	\$16,100.00	\$80,500.00
604-19410	Inlet Type R Special (10 Foot)	1	EACH	\$17,500.00	\$17,500.00	\$21,400.00	\$21,400.00
604-30005	Manhole Slab Base (5 Foot)	11	EACH	\$9,800.00	\$107,800.00	\$8,200.00	\$90,200.00
604-30010	Manhole Slab Base (10 Foot)	4	EACH	\$13,500.00	\$54,000.00	\$10,000.00	\$40,000.00
604-31005	Manhole Box Base (5 Foot)	8	EACH	\$25,000.00	\$200,000.00	\$25,900.00	\$207,200.00
604-31010	Manhole Box Base (10 Foot)	3	EACH	\$27,000.00	\$81,000.00	\$35,200.00	\$105,600.00
605-00061	6 Inch Perforated Pipe Underdrain (Special)	45	LF	\$70.00	\$3,150.00	\$190.00	\$8,550.00
606-00940	Guardrail Type 9 (Style CE)	131	LF	\$375.00	\$49,125.00	\$380.00	\$49,780.00
607-11455	Fence Wood	14	LF	\$200.00	\$2,800.00	\$210.00	\$2,940.00
607-53136	Fence Chain Link (36 Inch)	49	LF	\$250.00	\$12,250.00	\$210.00	\$10,290.00
608-00006	Concrete Sidewalk (6 Inch)	7100	SY	\$53.00	\$376,300.00	\$83.00	\$589,300.00

Washington Street 47th to 52nd						SEMA Construction, Inc.:	
Contract No. 202579574						Federal Insurance Company / Berkshire Hathaway Specialty Insurance Company	
640 Calendar Days							
Bid Item	Description	Qty	Units	Unit Cost	Total Cost	Unit Bid	Total Bid
608-00010	Concrete Curb Ramp	770	SY	\$158.00	\$121,660.00	\$230.00	\$177,100.00
608-10000	Sidewalk Drain	58	LF	\$75.00	\$4,350.00	\$340.00	\$19,720.00
609-20010	Curb Type 2 (Section B)	720	LF	\$70.00	\$50,400.00	\$54.00	\$38,880.00
609-21010	Curb and Gutter Type 2 (Section I-B)	37	LF	\$45.00	\$1,665.00	\$70.00	\$2,590.00
609-21020	Curb and Gutter Type 2 (Section II-B)	4766	LF	\$35.00	\$166,810.00	\$46.00	\$219,236.00
609-21900	Curb and Gutter Type 2 (Special)	56	LF	\$60.00	\$3,360.00	\$120.00	\$6,720.00
609-71000	Curb (Special)	480	LF	\$50.00	\$24,000.00	\$73.00	\$35,040.00
613-00306	3 Inch Electrical Conduit (Bored)	1410	LF	\$45.00	\$63,450.00	\$38.00	\$53,580.00
613-01100	1 Inch Electrical Conduit (Plastic)	310	LF	\$34.00	\$10,540.00	\$15.00	\$4,650.00
613-01300	3 Inch Electrical Conduit (Plastic)	4171	LF	\$45.00	\$187,695.00	\$38.00	\$158,498.00
613-10000	Wiring	1	L S	\$90,000.00	\$90,000.00	\$300,000.00	\$300,000.00
613-13000	Luminaire (LED)	8	EACH	\$2,000.00	\$16,000.00	\$1,100.00	\$8,800.00
613-13000	Luminaire (LED) (Special)	2	EACH	\$2,500.00	\$5,000.00	\$1,100.00	\$2,200.00
613-40000	Concrete Foundation Pad	5	EACH	\$3,000.00	\$15,000.00	\$1,700.00	\$8,500.00
613-50109	Meter Power Pedestal	5	EACH	\$14,000.00	\$70,000.00	\$11,500.00	\$57,500.00
613-50150	Secondary Service Pedestal	1	EACH	\$14,000.00	\$14,000.00	\$11,500.00	\$11,500.00
614-00011	Sign Panel (Class I)	341	SF	\$44.00	\$15,004.00	\$41.00	\$13,981.00
614-00012	Sign Panel (Class II)	197	SF	\$55.00	\$10,835.00	\$65.00	\$12,805.00
614-00216	Steel SignPost (2x2 Inch Tubing)	611	LF	\$27.00	\$16,497.00	\$27.00	\$16,497.00
614-10002	Wayfinding Type B: Secondary Corridor Entry Feature - Fabrication + Installation	8	EACH	\$2,300.00	\$18,400.00	\$5,000.00	\$40,000.00
614-10004	Wayfinding Type C: Primary Vehicular - Fabrication + Installation	1	EACH	\$4,400.00	\$4,400.00	\$11,500.00	\$11,500.00
614-10006	Wayfinding Type D: Secondary Vehicular - Fabrication + Installation	3	EACH	\$15,000.00	\$45,000.00	\$7,300.00	\$21,900.00
614-10008	Wayfinding Type E1: Bicycle Trail Wayfinding Double Sided	3	EACH	\$2,200.00	\$6,600.00	\$740.00	\$2,220.00
614-10009	Wayfinding Type E2: Bicycle Trail Wayfinding Single Sided	1	EACH	\$2,200.00	\$2,200.00	\$740.00	\$740.00
614-10010	Wayfinding Type F: Historic Interpretive Panels - Fabrication + Installation	11	EACH	\$11,000.00	\$121,000.00	\$7,000.00	\$77,000.00
614-10012	Wayfinding Type G: Environmental Interpretive Panels - Fabrication + Installation	3	EACH	\$11,000.00	\$33,000.00	\$7,000.00	\$21,000.00
614-70117	Pedestrian Signal Face (16)	16	EACH	\$975.00	\$15,600.00	\$690.00	\$11,040.00
614-70336	Traffic Signal Face (12-12-12)	36	EACH	\$1,500.00	\$54,000.00	\$960.00	\$34,560.00
614-70448	Traffic Signal Face (12-12-12-12)	2	EACH	\$1,900.00	\$3,800.00	\$1,200.00	\$2,400.00
614-72855	Traffic Signal Controller Cabinet	3	EACH	\$35,000.00	\$105,000.00	\$44,900.00	\$134,700.00
614-72860	Pedestrian Push Button	15	EACH	\$3,000.00	\$45,000.00	\$1,600.00	\$24,000.00
614-72863	Pedestrian Push Button Post Assembly	1	EACH	\$4,200.00	\$4,200.00	\$3,000.00	\$3,000.00
614-80314	Barricade (Type 3 F-D)	1	EACH	\$5,200.00	\$5,200.00	\$890.00	\$890.00
614-81115	Traffic Signal Light Pole Steel (1-15 Foot Mast Arm)	1	EACH	\$18,000.00	\$18,000.00	\$21,200.00	\$21,200.00
614-81135	Traffic Signal-Light Pole Steel (1-35 Foot Mast Arm)	1	EACH	\$35,000.00	\$35,000.00	\$24,400.00	\$24,400.00
614-81140	Traffic Signal-Light Pole Steel (1-40 Foot Mast Arm)	2	EACH	\$38,000.00	\$76,000.00	\$25,900.00	\$51,800.00
614-81145	Traffic Signal-Light Pole Steel (1-45 Foot Mast Arm)	3	EACH	\$40,000.00	\$120,000.00	\$30,000.00	\$90,000.00
614-81150	Traffic Signal-Light Pole Steel (1-50 Foot Mast Arm)	2	EACH	\$43,000.00	\$86,000.00	\$31,500.00	\$63,000.00
614-86105	Telemetry (Field)	2	EACH	\$25,000.00	\$50,000.00	\$6,800.00	\$13,600.00
614-86800	Uninterrupted Power Supply	3	EACH	\$9,100.00	\$27,300.00	\$7,100.00	\$21,300.00
614-87006	Fiber Optic Termination Panel (6 Fiber)	1	EACH	\$1,300.00	\$1,300.00	\$900.00	\$900.00
614-87333	Closed Circuit Television Camera (Traffic Surveillance)	2	EACH	\$12,000.00	\$24,000.00	\$5,400.00	\$10,800.00
619-51200	15 Inch Plastic Pipe	46	LF	\$1,100.00	\$50,600.00	\$170.00	\$7,820.00
620-00002	Field Office (Class 2)	1	EACH	\$125,000.00	\$125,000.00	\$250,000.00	\$250,000.00
620-00011	Field Laboratory (Class 1)	1	EACH	\$80,000.00	\$80,000.00	\$100,000.00	\$100,000.00
620-00020	Sanitary Facility	1	EACH	\$5,500.00	\$5,500.00	\$3,600.00	\$3,600.00
622-00066	Sign Panel (Install Only)	4	EACH	\$500.00	\$2,000.00	\$260.00	\$1,040.00
623-00001	Automatic Irrigation System	1	L S	\$750,000.00	\$750,000.00	\$507,300.00	\$507,300.00
625-00000	Construction Surveying	1	L S	\$347,000.00	\$347,000.00	\$800,000.00	\$800,000.00
626-00000	MOBILIZATION	1	L S	\$1,735,000.00	\$1,735,000.00	\$2,200,000.00	\$2,200,000.00
627-00005	Epoxy Pavement Marking	47	GAL	\$410.00	\$19,270.00	\$350.00	\$16,450.00
627-30405	Preformed Thermoplastic Pavement Marking (Word- Symbol)	894	SF	\$28.00	\$25,032.00	\$24.00	\$21,456.00
627-30407	Preformed Thermoplastic Pavement Marking (Word- Symbol) (Special)	173	SF	\$30.00	\$5,190.00	\$33.00	\$5,709.00
627-30410	Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line)	2015	SF	\$20.00	\$40,300.00	\$17.00	\$34,255.00
629-01001	Survey Monument (Type 1)	26	EACH	\$700.00	\$18,200.00	\$370.00	\$9,620.00
629-01005	Survey Monument (Type 5)	50	EACH	\$1,800.00	\$90,000.00	\$470.00	\$23,500.00
629-01011	Survey Monument (Type 1A)	50	EACH	\$1,900.00	\$95,000.00	\$940.00	\$47,000.00
629-01021	Survey Monument (Type 2A)	9	EACH	\$1,800.00	\$16,200.00	\$1,300.00	\$11,700.00
629-01031	Survey Monument (Type 3A)	1	EACH	\$2,200.00	\$2,200.00	\$1,900.00	\$1,900.00
629-01065	Survey Monument (Type 5S)	13	EACH	\$700.00	\$9,100.00	\$310.00	\$4,030.00
630-00003	Uniformed Traffic Control	120	HOUR	\$230.00	\$27,600.00	\$210.00	\$25,200.00
630-86810	Traffic Signal (Temporary)	2	EACH	\$200,000.00	\$400,000.00	\$135,100.00	\$270,200.00
604-31000	Manhole Box Base (Special)	1	EACH	\$30,000.00	\$30,000.00	\$23,500.00	\$23,500.00
613-00200	2 Inch Electrical Conduit (XCEL Standards)	7090	LF	\$35.00	\$248,150.00	\$23.00	\$163,070.00
613-30005	Light Standard and Luminaire (Pedestrian)	48	EACH	\$5,000.00	\$240,000.00	\$9,100.00	\$436,800.00
613-3	Type A Pull Box (XCEL Standards)	85	EACH	\$2,800.00	\$238,000.00	\$1,500.00	\$127,500.00
613-40010	Light Standard Foundation	48	EACH	\$5,000.00	\$240,000.00	\$3,100.00	\$148,800.00
614-6	Fiber Installation	4605	LF	\$8.00	\$36,840.00	\$9.50	\$43,747.50
614-7	Railroad Preemption Unit	1	EACH	\$6,000.00	\$6,000.00	\$8,700.00	\$8,700.00
700-70017-01	Masonry Landscape Wall (Dry Stack) (Square Feet)	500	SF	\$70.00	\$35,000.00	\$68.00	\$34,000.00
202-00610	Removal of Railroad Track	1	A/A	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
700-70380	A/A Erosion Control	1	A/A	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00
700-70383	Environmental	1	A/A	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00

Washington Street 47th to 52nd					640 Calendar Days		SEMA Construction, Inc.: Federal Insurance Company / Berkshire Hathaway Specialty Insurance Company	
Contract No. 202579574								
Bid Item	Description	Qty	Units	Unit Cost	Total Cost	Unit Bid	Total Bid	
700-70495-01	Certified Asbestos Building Inspector (Hourly)	1	A/A	\$17,400.00	\$17,400.00	\$17,400.00	\$17,400.00	
700-70020	Streetscape	1	A/A	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	
700-70592-01	Surveying	1	A/A	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	
700-70035	Utilities	1	A/A	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	
700-70170	Pothole Utilities	1	A/A	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	
700-70082	F/A Furnish & Install Electrical Service	1	F A	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	
700-70210	F/A Lights	1	F A	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	
700-90071	F/A Railroad Flagging and Inspection	1	F A	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	
Schedule B								
2-11.1a	REMOVE EXISTING 8" SANITARY SEWER PIPE	80	LF	\$50.00	\$4,000.00	\$390.00	\$31,200.00	
02-221301	VIBRATION MONITORING AND PUBLIC OUTREACH	1	L S	\$30,000.00	\$30,000.00	\$15,700.00	\$15,700.00	
02-221301a	PRE-CONSTRUCTION FACILITY CONDITION ASSESSMENT	1	L S	\$15,000.00	\$15,000.00	\$10,400.00	\$10,400.00	
02-71.00.02	GROUND WATER TREATMENT EQUIPMENT & OPERATIONS MONTHLY - SEE PROJECT SPECIAL PROVISIONS	1	L S	\$50,000.00	\$50,000.00	\$40,200.00	\$40,200.00	
5-2a	SUBGRADE MATERIAL (SELECT BACKFILL)	1000	TON	\$45.00	\$45,000.00	\$37.00	\$37,000.00	
8-1.1a	4" DIP AWWA C151, CLASS 50 WATER LINE	173	LF	\$550.00	\$95,150.00	\$260.00	\$44,980.00	
8-1.1b	6" DIP AWWA C151, CLASS 50 WATER LINE	362	LF	\$600.00	\$217,200.00	\$180.00	\$65,160.00	
8-1.1c	8" DIP AWWA C151, CLASS 50 WATER LINE	32	LF	\$650.00	\$20,800.00	\$1,100.00	\$35,200.00	
8-1.2a	INSTALL 4" WATER VALVE	2	EACH	\$4,000.00	\$8,000.00	\$2,600.00	\$5,200.00	
8-1.2b	INSTALL 6" WATER VALVE	2	EACH	\$5,000.00	\$10,000.00	\$2,900.00	\$5,800.00	
8-2	REMOVE FIRE HYDRANT ASSEMBLY	1	EACH	\$5,000.00	\$5,000.00	\$3,100.00	\$3,100.00	
8-3	RESET OR INSTALL FIRE HYDRANT ASSEMBLY	1	EACH	\$18,000.00	\$18,000.00	\$14,100.00	\$14,100.00	
8-4	REMOVE EXISTING WATER LINE	79	LF	\$140.00	\$11,060.00	\$130.00	\$10,270.00	
34-6.2	PRECAST RCBC (SPECIAL SIZE AND/OR DESIGN)	154	LF	\$5,000.00	\$770,000.00	\$5,000.00	\$770,000.00	
34-7.1a	8" DIAMETER PVC PIPE	131	LF	\$500.00	\$65,500.00	\$150.00	\$19,650.00	
34-7.1e	18" DIAMETER PVC PIPE	476	LF	\$800.00	\$380,800.00	\$100.00	\$47,600.00	
34-12.1b	4' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & FLAT TOP	7	EACH	\$8,000.00	\$56,000.00	\$9,700.00	\$67,900.00	
34-16.2b	SINGLE #16 VALLEY INLET	1	EACH	\$10,000.00	\$10,000.00	\$16,600.00	\$16,600.00	
34-12.7b	PRE-CAST SPECIAL STRUCTURE	2	EACH	\$50,000.00	\$100,000.00	\$150,000.00	\$300,000.00	
01-21.26.02	GROUND WATER TREATMENT CONSUMABLES MONTHLY- SEE PROJECT SPECIAL PROVISIONS	1	A/A	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	
Add Alt #1								
635-00010	Bicycle Rack (Alternative 1)	8	EACH	\$2,600.00	\$20,800.00	\$5,000.00	\$40,000.00	
635-00250	Bus Bench (Alternative 1)	6	EACH	\$4,000.00	\$24,000.00	\$3,500.00	\$21,000.00	
Engineers Estimate of Base Bid Total:					\$26,360,813.00			
						SCHEDULE A ITEMS		\$20,827,221.59
						SCHEDULE B ITEMS		\$1,790,060.00
						BASE BID ITEMS TOTAL		\$22,617,281.59
						ADD ALTERNATE TOTAL		\$61,000.00
						BASE BID + ADD ALT TOTAL		\$22,678,281.59

Sum of estimated cost for item numbers Schedule A 202 through Schedule B 01-21.26.02 34-42.7b (Two Hundred Forty Six [246] ~~Fifty-One [251]~~) bid items bid Total Base Bid Amount:
twenty two million six hundred and seventeen thousand two hundred and eighty one dollars and fifty nine cents

Dollars (\$ 22,617,281.59)

Add Alt #1:

Sum of estimated costs for Add Alt #1 item numbers 635-00010 through 635-00250 (Two [2]) bid items equals Add Alt #1 Amount:
sixty one thousand dollars and zero cents

Dollars (\$ 61,000.00)

If the Manager mails a written Notice of Apparent Low Bidder, addressed to the Bidder's business address stated on this Bid Form, the Undersigned Bidder shall, in accordance with the Contract Documents, be ready to, and shall, within five (5) days after the date of the Notice: (i) execute the attached form of Contract in conformity with this bid; (ii) furnish the required proofs of insurance; and (iii) furnish the required bond or bonds in the sum of the full amount of this bid, executed by a surety company acceptable to the Manager.

Fidelity and Deposit Company of Maryland/
The Federal Insurance Company, a corporation of the State of IL/IN, 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 Five Percent of the total amount bid. The Undersigned Bidder agrees that the entire amount of this bid guarantee is to be paid to and become the property of the City as liquidated damages, and not as a penalty, if: (i) the bid is considered to be the best by the City; (ii) the City notifies the Undersigned Bidder that it is the Apparent Low Bidder; and (iii) the Undersigned Bidder fails to execute the Contract in the form prescribed or to furnish the required bond and proofs of insurance, within five (5) days after the date of such notification.

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

Name: N/A Name: N/A

Address: N/A Address: N/A

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

N/A

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

Item of Work	Percent (%) of Total; Work	Proposed Subcontractor and Address
<u>Asphalt Paving</u>	<u>4.98%</u>	<u>Elite Surface Infrastructure</u> <u>115 Inverness Dr East, Suite 100 Englewood, CO 80112</u>
<u>Concrete Flatwork</u>	<u>6.11%</u>	<u>Villalobos Concrete, Inc.</u> <u>5472 Lincoln Street, 2nd floor Denver, CO 80216</u>
<u>Landscaping</u>	<u>5.40%</u>	<u>Powell Restoration Inc.</u> <u>6395 Brighton Blvd Commerce City, CO 80022</u>
<u>Electrical</u>	<u>11.20%</u>	<u>Lighthouse Transportation Group, LLC</u> <u>11861 Bradburn Blvd, Westminster, CO 80031</u>
<u>Environmental</u>	<u>0.19%</u>	<u>Smith Environmental and Engineering</u> <u>P.O. Box 5 Dacono, CO 80514</u>
<u>Painting & Coating</u>	<u>0.59%</u>	<u>Coating Specialist, LLC.</u> <u>6340 Sayres Rd Colorado Springs, CO 80927</u>
<u>Pavement Marking</u>	<u>0.44%</u>	<u>S & S Striping and Signage</u> <u>14415 Shadow Wood Ct Brighton, CO 80603</u>
<u>Public Information Services</u>	<u>0.16%</u>	<u>Estate Media LLC</u> <u>PO Box 370372 Denver CO 80237</u>
<u>Traffic Control</u>	<u>3.55%</u>	<u>DCG Enterprises, Inc.</u> <u>9945 Titan Park Circle Littleton, CO 80125</u>
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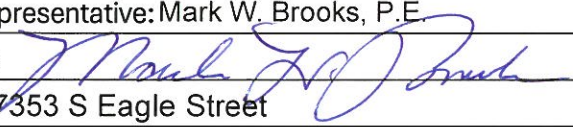
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**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
LIST OF PROPOSED SUBCONTRACTORS,
SUBCONSULTANTS, AND/OR SUPPLIERS**

City & County of Denver Project/Contract No.: 202579574

List **ALL** (certified and non-certified) firms the undersigned Bidder/Proposer or Contractor/Consultant/Tenant will utilize on this project. If additional pages are required, please copy and attach the second page. This form must be updated and submitted to DSBO when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration. The contact values must match amounts stated on Letter(s) of Intent.

Bidder/Proposer or Contractor/Consultant/Tenant		
Name of Firm: SEMA Construction, Inc.		☐ MWBE ☐ SBE ☐ DBE ☐ EBE
Firm's Representative: Mark W. Brooks, P.E.		
Signature: 		Date: 7/2/2025
Address: 7353 S Eagle Street		
City: Centennial	State: CO	Zip: 80112
Phone: 303-627-2600	Email: mbrooks@sema.inc	
Total Contract Value \$: 22,617,281.59		Self-Performing Contract Value \$: 15,240,983.59

Subcontractors, Subconsultants, and/or Suppliers		
Name of Firm: Elite Surface Infrastructure		☐ MWBE ☐ SBE ☐ DBE ☐ EBE
Firm's Representative: Clint Mapston		
Address: 115 Inverness Dr East, Suite 100		
City: Englewood	State: CO	Zip: 80112
Phone: 303.841.0292	Email: clint.mapston@elitesi.com	
Type of Service: Asphalt Paving	Contract Value \$: 1,126,524.00	
Anticipated Start Date: Start date per bid documents	Anticipated Completion Date: Completion per bid documents	

Name of Firm: Villalobos Concrete, Inc.		☐ MWBE ☐ SBE ☐ DBE ☐ EBE
Firm's Representative: Sean Self		
Address: 5472 Lincoln Street, 2nd floor		
City: Denver	State: CO	Zip: 80216
Phone: 720.496.2845	Email: sean@villaloboscc.com	
Type of Service: Concrete Flatwork	Contract Value \$: 1,382,474.00	
Anticipated Start Date: Start date per bid documents	Anticipated Completion Date: Completion per bid documents	

DSBO Version 5 Last Revised: March 7, 2025



Name of Firm: Powell Restoration Inc. ☐ MWBE ☐ SBE ☒ DBE ☐ EBE		
Firm's Representative: Chelsea DeNoble		
Address: 6395 Brighton Blvd		
City: Commerce City	State: CO	Zip: 80022
Phone: 303.877.1619	Email: chelsea@powellenviro.com	
Type of Service: Landscaping	Contract Value \$: 1,221,417.00	
Anticipated Start Date: Start date per bid documents	Completion per bid Anticipated Completion Date: documents	

Name of Firm: Lighthouse Transportation Group, LLC ☐ MWBE ☐ SBE ☒ DBE ☐ EBE		
Firm's Representative: Timothy McGinn		
Address: 11861 Bradburn Blvd		
City: Westminster	State: CO	Zip: 80031
Phone: 303-390-0210 x2	Email: timothy.mcgin@lighthousetg.org	
Type of Service: Electrical	Contract Value \$: 2,532,337.00	
Anticipated Start Date: Start date per bid documents	Completion per bid Anticipated Completion Date: documents	

Name of Firm: Smith Environmental and Engineering ☐ MWBE ☐ SBE ☐ DBE ☐ EBE		
Firm's Representative: Chrissy Vivanco		
Address: P.O. Box 5		
City: Dacono	State: CO	Zip: 80514
Phone: 303.210.3495	Email: chrissyvivanco@smithdelivers.com	
Type of Service: Environmental	Contract Value \$: 43,160.00	
Anticipated Start Date: Start date per bid documents	Completion per bid Anticipated Completion Date: documents	

Name of Firm: Coating Specialist, LLC. ☐ MWBE ☐ SBE ☐ DBE ☐ EBE		
Firm's Representative: Dora Vigil		
Address: 6340 Sayres Rd		
City: Colorado Springs	State: CO	Zip: 80927
Phone: 970.567.0357	Email: coatingspecialistllc@gmail.com	
Type of Service: Painting & Coating	Contract Value \$: 132,618.00	
Anticipated Start Date: Start date per bid documents	Completion per bid Anticipated Completion Date: documents	

DSBO Version 5 Last Revised: March 7, 2025



Name of Firm: S & S Striping and Signage ☐ MWBE ☐ SBE ☐ DBE ☐ EBE		
Firm's Representative: Spencer Lee		
Address: 14415 Shadow Wood Ct		
City: Brighton	State: CO	Zip: 80603
Phone: 720.599.3670	Email: spencer@stripingandsignage.com	
Type of Service: Pavement Marking	Contract Value \$: 98,468.00	
Anticipated Start Date: Start date per bid documents	Anticipated Completion Date: Completion per bid documents	

Name of Firm: Estate Media LLC ☐ MWBE ☐ SBE ☐ DBE ☐ EBE		
Firm's Representative: Jen Van Rensburg		
Address: PO Box 370372		
City: Denver	State: CO	Zip: 80237
Phone: 720.243.8732	Email: estatemedi@comcast.net	
Type of Service: Public Information	Contract Value \$: 36,200.00	
Anticipated Start Date: Start date per bid documents	Anticipated Completion Date: Completion per bid documents	

Name of Firm: DCG Enterprises, Inc. ☐ MWBE ☐ SBE ☒ DBE ☐ EBE		
Firm's Representative: Garret Iwata		
Address: 9945 Titan Park Circle		
City: Littleton	State: CO	Zip: 80125
Phone: 303.335.0915	Email: garret@dcgbiz.com	
Type of Service: Traffic Control	Contract Value \$: 544,500.00	
Anticipated Start Date: Start date per bid documents	Anticipated Completion Date: Completion per bid documents	

Name of Firm: BURNCO Colorado, LLC ☐ MWBE ☐ SBE ☐ DBE ☐ EBE		
Firm's Representative: Josh Winslow		
Address: 10100 Dallas St.		
City: Henderson	State: CO	Zip: 80640
Phone: 970.356.7523	Email: estimating.co@burnco.com	
Type of Service: Concrete Ready Mix	Contract Value \$: 274,350.00	
Anticipated Start Date: Start date per bid documents	Anticipated Completion Date: Completion per bid documents	

DSBO Version 5 Last Revised: March 7, 2025



Name of Firm: Martin Marietta ☐ MWBE ☐ SBE ☐ DBE ☐ EBE		
Firm's Representative: Eric Ashbrook		
Address: 1627 Cole Blvd, Suite 200		
City: Lakewood	State: CO	Zip: 80401
Phone: (720) 245-6472	Email: eric.ashbrook@martinmarietta.com	
Type of Service: Aggregates	Contract Value \$: 400,554.00	
Anticipated Start Date: Start date per bid documents	Anticipated Completion Date: ^{Completion per bid} documents	

Name of Firm: Foley Products Company ☐ MWBE ☐ SBE ☐ DBE ☐ EBE		
Firm's Representative: Todd Kyle		
Address: P.O. Box 2447		
City: Columbus	State: GA	Zip: 31902
Phone: 303-791-1600 x1703	Email: todd.kyle@foleyproducts.com	
Type of Service: Storm Sewer	Contract Value \$: 208,513.00	
Anticipated Start Date: Start date per bid documents	Anticipated Completion Date: ^{Completion per bid} documents	

Name of Firm: SEMA Precast, Inc. ☐ MWBE ☐ SBE ☐ DBE ☐ EBE		
Firm's Representative: Darin Dittman		
Address: 14585 Brighton Road		
City: Brighton	State: CO	Zip: 80601
Phone: 303-654-1788	Email: ddittman@semaprecast.com	
Type of Service: Precast Box Culverts	Contract Value \$: 175,230.00	
Anticipated Start Date: Start date per bid documents	Anticipated Completion Date: ^{Completion per bid} documents	

Name of Firm: Ferguson Waterworks ☐ MWBE ☐ SBE ☐ DBE ☐ EBE		
Firm's Representative: Todd Agnew		
Address: 17655 E. 25th Drive		
City: Aurora	State: CO	Zip: 80011
Phone: (720) 859-3060	Email: todd.agnew@ferguson.com	
Type of Service: Pipe Materials	Contract Value \$: 157,358.00	
Anticipated Start Date: Start date per bid documents	Anticipated Completion Date: ^{Completion per bid} documents	

DSBO Version 5 Last Revised: March 7, 2025

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

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

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

Business Address of Bidder: 7353 S Eagle Street

City, State, Zip Code: Centennial, CO 80112

Telephone Number of Bidder: 303-627-2600

Fax No. 303-627-2626

Social Security or Federal Employer ID Number of Bidder: 84-1163868

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

39th Avenue Greenway Park Hill Detention Design-Build; Denver, Colorado

For information relative thereto, please refer to:

Name: Steve Coggins

Title: Program Implementation Manager

Address: 201 W. Colfax Ave. Dept. 506 Denver, CO 80204

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

Addenda Number 1 Date 5/23/2025

Addenda Number 2 Date 6/17/2025

Addenda Number 3 Date 6/20/2025

Dated this 2nd day of July, 2025.

Signature of Bidder:

If an Individual: N/A doing business
as N/A

If a Partnership: N/A
by: N/A General Partner.

If a Corporation: SEMA Construction, Inc.
a Colorado Corporation,
by: Mark W. Brooks, P.E. its President.

Attest:
[Signature]
Secretary



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

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

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

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

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

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

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



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO DBE PARTICIPATION

This page must be completed by all Bidders/Proposers or Contractors/Consultants (Prime) to indicate their commitment towards satisfying this project's DBE participation requirement with Colorado Unified Certification Program certified DBE firms.

DBE Participation COMMITMENT:

The Bidder/Proposer or Prime committing to 19 % of the total contract value to DBE Participation. The total contract value is inclusive of value changes made throughout the life of the contract.

GOOD FAITH EFFORT:

The Bidder/Proposer or Prime participation commitment is less than the DBE participation requirement established by DSBO, the Bidder/Proposer or Prime must submit to DSBO with this Commitment Form, a comprehensive statement of their good faith efforts as per the list of actions as outlined in [Title 49 Code of Federal Regulations \(49 CFR\) Appendix A, Part 26](#).

The undersigned Bidder/Proposer or Prime hereby agrees and understands that they must comply with their DBE commitments on this project in conformity with 49 CFR. Failure to comply is a material breach of the contract, which may result in the imposition of sanctions on Prime, as deemed appropriate by DSBO.

Bidder/Proposer or Prime (Name of Firm): SEMA Construction, Inc.

Firm's Representative: Mark W. Brooks, P.E.

Title: District Vice President

Signature (Firm's Representative):

Date: 7/2/2025

Address: 7353 S. Eagle St

City: Centennial

State: CO

Zip: 80112

Phone: 303-627-2600

Email: estimating.co@sema.inc

DSBO Version 6 Last Revised: March 6, 2025



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

Project/Contract No.: 2025795574 **Project Name:** Washington Street 47th to 52nd

A. The undersigned Bidder/Proposer or Contractor/Consultant will utilize the undersigned DBE to perform work if awarded the contract. This Letter of Intent must be signed by the Bidder/Proposer or Contractors/Consultants and DBE. Certified self-performing Prime must complete both sections A and B. If DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Proposer/Contractor/Consultant (Name of Firm): SEMA Construction, Inc. **Self-Performing:** ☒ Yes ☐ No

Firm's Representative: Mark W. Brooks **Title:** District Vice President

Signature (Firm's Representative):  **Date:** 7/2/25

Address: 7353 S Eagle Street

City: Centennial

State: CO

Zip: 80112

Phone: 303-627-2600

Email: estimating.co@sema.inc

B. The following section is to be completed by the DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the DBE.

Name of Firm: Lighthouse Transportation Group, LLC

Firm's Representative: Timothy McGinn

Title: Lead Estimator

Signature (Firm's Representative):

Date: 7/01/2025

Address: 11861 Bradburn Blvd

City: Westminster

State: Colorado

Zip: 80031

Phone: 303-390-0210 x2

Email: timothy.mcgin@lighthousegroup.org

Scope of Work: Traffic Signals, Lighting, Electrical, ITS, Fiber

NAICS Code(s): 238210: Traffic Signal Installation

Supplier? ☐ Yes (If Yes, please complete the following page(s)) ☒ No

The Bidder/Proposer or Contactor/Consultant will utilize the aforementioned DBE for the Work/Supply described above. The cost of the total DBE bid amount is (**List total subcontract \$ amount**): \$ 2,532,337.00

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

Name of Firm:

Firm's Representative:

Title:

Signature:

Date:

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



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

Project/Contract No.: 2025795574 **Project Name:** Washington Street 47th to 52nd

A. The undersigned Bidder/Proposer or Contractor/Consultant will utilize the undersigned DBE to perform work if awarded the contract. This Letter of Intent must be signed by the Bidder/Proposer or Contractors/Consultants and DBE. Certified self-performing Prime must complete both sections A and B. If DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Proposer/Contractor/Consultant (Name of Firm): SEMA Construction, Inc. **Self-Performing:** ☒ Yes ☐ No

Firm's Representative: Mark W. Brooks **Title:** District Vice President

Signature (Firm's Representative): *Mark W. Brooks* **Date:** 7/2/25

Address: 7353 S Eagle Street

City: Centennial

State: CO

Zip: 80112

Phone: 303-627-2600

Email: estimating.co@sema.inc

B. The following section is to be completed by the DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the DBE.

Name of Firm: Powell Restoration, Inc.

Firm's Representative: Ashley Butts

Title: President

Signature (Firm's Representative): *Ashley Butts* **Date:** 6/30/25

Address: 6395 Brighton Blvd

City: Commerce City

State: CO

Zip: 80022

Phone: (303) 289-4647

Email: ashley.butts@powellenviro.com

Scope of Work: Landscaping

NAICS Code(s): 561730

Supplier? ☐ Yes **(If Yes, please complete the following page(s))** ☒ No

The Bidder/Proposer or Contactor/Consultant will utilize the aforementioned DBE for the Work/Supply described above. The cost of the total DBE bid amount is **(List total subcontract \$ amount):** \$ 1,221,417.00

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

Name of Firm:

Firm's Representative:

Title:

Signature:

Date:

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



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

Project/Contract No.: 2025795574 **Project Name:** Washington Street 47th to 52nd

A. The undersigned Bidder/Proposer or Contractor/Consultant will utilize the undersigned DBE to perform work if awarded the contract. This Letter of Intent must be signed by the Bidder/Proposer or Contractors/Consultants and DBE. Certified self-performing Prime must complete both sections A and B. If DBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Proposer/Contractor/Consultant (Name of Firm): SEMA Construction, Inc. **Self-Performing:** ☒ Yes ☐ No

Firm's Representative: Mark W. Brooks **Title:** District Vice President

Signature (Firm's Representative):  **Date:** 7/2/25

Address: 7353 S Eagle Street

City: Centennial

State: CO

Zip: 80112

Phone: 303-627-2600

Email: estimating.co@sema.inc

B. The following section is to be completed by the DBE, at any tier. Identify the scope of the work and NAICS code(s) to be performed and/or supply item that will be provided by the DBE.

Name of Firm: DCG ENTERPRISES

Firm's Representative: GARRET IWATA

Title: PRESIDENT

Signature (Firm's Representative):  **Date:** 6/27/25

Address: 9945 TITAN PARK CIRCLE

City: LITTLETON

State: CO

Zip: 80125

Phone: 303-885-9634

Email: GARRET@DCGBIZ.COM

Scope of Work: TRAFFIC CONTROL

NAICS Code(s): 561990

Supplier? ☐ Yes **(If Yes, please complete the following page(s))** ☒ No

The Bidder/Proposer or Contactor/Consultant will utilize the aforementioned DBE for the Work/Supply described above. The cost of the total DBE bid amount is (**List total subcontract \$ amount**): \$ 544,500.00

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

Name of Firm:

Firm's Representative:

Title:

Signature:

Date:

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



**DBE Regular Dealer/Distributor
Affirmation Form
(FOR SUPPLIERS ONLY)**

Bidder/Proposer/Contractor/
Consultant Name: _____

Contract Name/Number (if known): _____

Section 26.53(c)(1) of Title 49 Code of Federal Regulations requires a counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue.

The form is also required by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to DSBO's prior evaluation and approval.

DBE Name: _____ Total Subcontract/Purchase Order Amount: _____

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment?

☐ YES ☐ NO (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.** If "NO," continue.)

a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)?

☐ YES ☐ NO (If "YES," Go to Question 2. If "NO," continue.)

b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory? ☐ YES ☐ NO* (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

***If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.**

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate? ☐ YES ☐ NO¹ (If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

¹ If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (**Go to Question 3.**)

[continued on next page]



**DBE Regular Dealer/Distributor
Affirmation Form
(FOR SUPPLIERS ONLY)**

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility)?

☐ YES² ☐ NO³

a) Will you be using sources other than the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased? ☐ YES² ☐ NO³

²If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

³If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

Lower Tier Utilization: I acknowledge the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer or Contractor/Consultant and this form has been used for the preliminary determination of the counting of the DBE's participation based on the written responses to relevant questions.

Printed Name and Signature of Firm Utilizing DBE Firm Owner/Authorized Representative:

City and County of Denver – Department of Transportation and Infrastructure

Anti Collusion Affidavit

Instructions: Form to be completed by an authorized agent or Officer for the bidder/Contractor submitting a bid for the City and County of Denver's Department of Transportation and Infrastructure (DOTI) identified below.

Project Number: 202579574

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on their behalf and on behalf of my firm. I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.
3. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
4. No attempt has been made to solicit, cause, or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or noncompetitive bid or other form of complementary bid.
5. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive, or other form of complementary bid on this project.
6. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive, or other form of complementary bid.
7. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
8. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive, or other form of complementary bid, or agreeing or promising to do so, on this project.
9. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
10. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the DOTI, of the true facts relating to submission of bids for this contract.

Signature Declaration: I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

SEMA Construction, Inc.

Contractor Company Name

Mark W. Brooks, P.E.

By

District Vice President

Title

7/2/2025

Date

Second Company Name if Joint Venture

By

Title

Date

February 2025

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT SEMA Constructi on, Inc., as Principal, and Federal Insurance Company / Berkshire Hathaway Specialty Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of IN / NE, 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 June 27, 2025, for the construction of: **Contract No. 202579574 - Washington Street 47th to 52nd**, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado, and said Obligee has required as a condition for receiving said bid that the Principal deposit specified bid security in the amount of not less than five percent (5%) of the amount of said bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract, for such construction and furnish required Performance and Payment Bond if the contract is offered him that said sum be paid immediately to the Obligee as liquidated damages, and not as a penalty, for the Principal's failure to perform.

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

Signed, sealed and delivered this 27th day of June, 2025.

ATTEST



Secretary



Seal of Bidder's Corporation
(Attach Power of Attorney)

SEMA Constructi on, Inc.

Principal

By: 

Title: MARK W. BROOKS VICE PRESIDENT

Federal Insurance Company /
Berkshire Hathaway Specialty Insurance Company

Surety

By: 

Jessica Jean Rini, Attorney-in-Fact

[SEAL]



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Anuj Jain, Kathryn E. Kade, Sheila J. Montoya, Jessica Jean Rini, Angela M. Tindol and Mona D. Weaver of Greenwood Village, Colorado

as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 22nd day of November, 2024.

Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 22nd day of November, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this June 27, 2025



Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



Berkshire Hathaway
Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Jessica Jean Rini, Mona D. Weaver, Sheila J. Montoya, 6400 S. Fiddlers Green Circle, Suite 2000 of the city of Greenwood Village, State of Colorado, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, 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 in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this June 27, 2025.



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

EXECUTION OF DOCUMENTS:

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

Bid Documents Package

Contract Number: 202579574

Washington Street 47th to 52nd

May 13, 2025

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

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CITY AND COUNTY OF DENVER

**NOTICE OF INVITATION FOR BIDS
FOR CONTRACT NO. 202579574**

WASHINGTON STREET 47TH TO 52ND

BID SCHEDULE:

3:00 p.m., Local Time

July 2 ~~June 17~~, 2025

Bids will be received and accepted via the online electronic bid service, Rocky Mountain E-Purchasing (“BidNet”). Bids must be submitted via [BidNet](#) no later than **July 2 ~~June 17~~, 2025 at 3:00 p.m.** Prospective bidders must be on the plan holders list on BidNet for bids to be accepted. To access the electronic bid form, download the required documents from BidNet and complete the Unit Item Pricing in the Documents & Items section of the solicitation. All properly uploaded bids will then be opened, witnessed and read aloud.

GENERAL STATEMENT OF WORK:

The Washington St. Improvements is a bond funded project ranging from 47th to 52nd along Washington St. The Project implements operational and safety improvements outlined by the Washington St. Planning Study to reimage the way Washington St. currently operates. The project consists of significant sewer and storm drainage improvements, full depth reconstruction of the roadway, expansion of the ROW to better align with the safety of pedestrian use, multi-use sidewalks, green infrastructure planting areas, pedestrian lighting along the corridor and new signal infrastructure at 50th. This work also includes some decorative elements and features as part of it’s design. This work will be done alongside the ongoing 51st Logan to Emerson project which crosses Washington at 51st.

ESTIMATED CONSTRUCTION COST:

The estimated cost of construction for this project is between \$26,200,000.00 and \$28,100,000.00.

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: [Do Business with DOTI](#). To download digital Contract Documents, please visit www.bidnetdirect.com/colorado/cityandcountyofdenverdotti and reference Solicitation No. **202579574**. Contact BidNet at 800-835-4603, select option 2 for assistance.

PRE-BID MEETING:

A **virtual pre-bid meeting** will be held for this Project at **3:00 p.m.**, local time, on **May 21, 2025**. The teleconference call-in number and conference ID can be found on the project page at [Do Business with DOTI](#).

DEADLINE TO SUBMIT QUESTIONS: June 3, 2025 by 3:00 p.m. local time.

PREQUALIFICATION REQUIREMENTS:

Each bidder must be prequalified in category **1A HEAVY CIVIL** at or above the **\$50,000,000.00** monetary level in accordance with the City’s Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the response due date. Applications must be submitted via [B2Gnow](#). To view the Rules and information on how to apply, please visit our website at www.denvergov.org/prequalification.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

The U.S. Department of Transportation (USDOT) grants authority to the Division of Small Business Opportunity (DSBO) to establish participation requirements under 49 C.F.R. § 26 and 40 C.F.R. § 30. The participation requirement for this project is:

19% Disadvantaged Business Enterprise (DBE)

The requirement must be met with certified firms, 49 C.F.R. § 26.55, or through the demonstration of a sufficient good faith effort. 49 C.F.R. § 26.53. DSBO has designated a DBE requirement for this project. This procurement and resulting contract are governed by USDOT Rules and Regulations and Code of Federal Regulations (C.F.R.) 49 C.F.R. § 26 or 40 C.F.R. § 30, as well as DSBO's DBE Program Plan (collectively, the "DBE Program"). Throughout the life of the contract, the awarded contractor ("Contractor") will be required to comply with the DBE Program. Failure by the Contractor to comply therewith during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor, as deemed appropriate by DSBO.

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: May 13, 14, 15, 2025
Published In: The Daily Journal

CITY AND COUNTY OF DENVER INSTRUCTIONS TO BIDDERS

IB-1 INSTRUCTION TO BIDDERS

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

IB-2 BIDDING

The copy of the Contract Documents contains the Bid Form and Submittal Package for this Project, which must be used to submit a bid hereunder. The bidder must fully complete, execute and submit this Bid Form and Submittal Package, along with any other specified components of the Contract Documents, via [BidNet](#)'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 BidNet. 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 Items in the Documents & Items section of the solicitation in BidNet, a unit price for each item for which a quantity is given for all the bidder's prices offered for the Work to be performed. All bid items must be fully and properly completed.

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

IB-5 UNACCEPTABLE BIDS

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

IB-6 INFORMAL AND UNBALANCED BIDS

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

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

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

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

IB-7 ONLY ONE BID ACCEPTED

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

IB-8 BID GUARANTEE

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

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

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

IB-9 SITE INSPECTION AND INVESTIGATIONS

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

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

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

IB-10 INCONSISTENCIES

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

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

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

IB-11 WITHDRAWAL OF BID

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

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

IB-12 WEBSITE

It shall be conclusively presumed that the bidder has, before submitting any bid, read and shall take full responsibility for all addenda, posted decisions, and other information relevant to the bid posted by the City on the Rocky Mountain E-Purchasing (["BidNet"](#)) 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 downloaded 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 any applicable allowances and/or force accounts. Alternates, if any are included in the bid, will be selected in the priority shown on the Bid Form, subject to the limits of available funds. Selection will be made on the basis of the lowest, total, responsive, qualified base bid plus the total of any alternates set forth on the Bid Form and selected by the City during evaluation. Bid selection will be subject to all requirements and special bidder qualifications contained herein and subject to approval of such resulting Contract in accordance with the Charter and Revised Municipal Code of the City and County of Denver. In addition to all other specified requirements, the City will correct arithmetical errors in all bids and corrected totals only will be considered as the basis of selection.

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

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

IB-17 NOTICE TO APPARENT LOW BIDDER

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

In accordance with the terms and conditions contained in the Bid Form and Submittal Package and any additional requirements set forth in the Notice to Apparent Low Bidder or elsewhere in the Contract Documents, the Apparent Low Bidder shall execute the Contract Form contained in the Contract Documents made available by the City for execution in the appropriate number of counterparts. The Apparent Low Bidder shall return the fully executed Contract Document sets, along with any supplemental documents required herein, to the City and shall comply with all other conditions, precedent to Contract

execution within five (5) days of the date of issuance of the Notice to Apparent Low Bidder by the City. Failure to comply with each of these requirements within five (5) days of the date of issuance of the Notice to Apparent Low Bidder by the City shall render the bid nonresponsive and may constitute cause for rejection.

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

IB-18 EXECUTION OF CONTRACT

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

From here, all of the documents are forwarded to the City Attorney who will, if the insurance and bonding offered is acceptable and if all other elements of the Contract Documents are in order, recommend that the Manager and the Mayor approve the documents and, when required by the City Charter, prepare an ordinance for submittal to City Council authorizing the execution of the Contract. The City Attorney shall in all applicable instances submit the proposed contract and ordinance to City Council. After City Council approval, the Contract shall be reviewed by the City Attorney and routed for execution by the Mayor, the Clerk for attestation and the Auditor for countersignature and registration. When the total process of contract execution is complete, a Notice to Proceed will be issued and a single executed copy of the Contract will be delivered to the Contractor. Any work performed or a material purchased prior to the issuance of Notice to Proceed is at the Contractor's risk.

IB-19 BONDING REQUIREMENTS

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

IB-20 INSURANCE REQUIREMENTS

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

subcontractor. In either case, the Contractor shall insure that each subcontractor complies with all of the coverage requirements.

IB-21 PERMITS AND LICENSES

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

IB-22 WAGE RATE REQUIREMENTS

In preparing any bid hereunder, the bidder must comply with, and should carefully consider, all requirements and conditions of the United States Department of Labor's Payment of Davis-Bacon Prevailing Wages.

At the time of the preparation of the Contract Documents, the then-current prevailing wage rates applicable to this Project shall be bound within the Contract Documents made available to potential bidders for the Project. If, prior to the date of the bid publication, it is determined that prevailing wages rates different from those bound in the Contract Documents are applicable to one or more of the various classes of laborers, mechanics and workers encompassed by this Project, such different prevailing wage rates shall be provided in an addendum. In any event, the bidder will be held, at the actual date of bid opening, to those prevailing wage rates incorporated into the Contract Documents and as modified by any such addenda.

These prevailing wage rates shall be considered the **minimum** prevailing wage rates to be paid by all contractors or subcontractors for the life of the contract.

IB-23 PAYMENT OF CITY MINIMUM WAGE

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

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

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

IB-24 TAX REQUIREMENTS

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

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

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

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

IB-25 RESERVED

IB-26 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

City and County of Denver’s DBE Policy Statement

The City and County of Denver’s (“City”) DBE policy is to ensure nondiscrimination in the award and administration of the City’s construction contracts, professional services contracts, and in the procurement of common goods and services. The Contractor/Consultant shall comply with and implement requirements of the USDOT 49 C.F.R. § 26 or 40 C.F.R. § 30, and the DBE Program in the award and administration of Subcontracts under any agreement resulting from this solicitation (the “Contract”). The Contractor/Consultant shall not discriminate on the basis of race, color, national origin, or sex in the administration and performance of the Contract. The Contractor/Consultant shall carry out DBE Program requirements in the award and administration of its contracts as well as the flow down provisions of this DBE Contract requirements to be incorporated in all DBE subcontract agreements regardless of tier. It is the City’s intention to create a level playing field on which DBEs can compete fairly for federally-funded contracts. Failure by the Contractor/Consultant to comply with or implement these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate. These legal remedies may include but are not limited to: withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor/Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13. The City’s commitment to the DBE Program is not intended to and shall not be used as a justification to discriminate against any qualified company or group of companies.

City’s Equity, Diversity, & Inclusion Values

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

Counting DBE Participation

For a firm’s performance to count toward meeting the DBE requirement, they must be DBE certified by the City or the Colorado Department of Transportation (CDOT), also known as the Colorado Unified Certification Program (UCP), on or before execution of Contractor/Consultant’s agreement with the DBE firm and must be certified in the NAICS code(s) that coincide with the scope(s) of work that they will be performing. In instances of a DBE Prime Contractor/Consultant, the DBE Prime must be certified prior to executing their agreement with the City. The UCP maintains a DBE Directory (“Directory”), which is a current listing of UCP-certified DBEs and may be accessed via the DSBO website at <https://www.denvergov.org/dsbo>. Bidders are encouraged to use the Directory to assist in identifying DBEs for the work and supplies required for the project. Bidders are reminded that changes may be made to the Directory at any time. DBE certification or listing in the Directory is not a representation or warranty by the UCP regarding the qualifications of any listed DBE.

During performance, accounting of DBE participation will be maintained for all purchase orders, task orders, and work orders, which participation will collectively be applied to the contract's overall DBE participation attainment.

In utilizing the participation of a DBE supplier, the degree to which their participation counts towards satisfaction of the DBE requirement varies. If materials or supplies are obtained from a DBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies counts toward the requirement. Sixty percent (60%) of the value of the commercially useful function performed by DBE regular dealers counts toward satisfaction of the requirement. If the materials or supplies are purchased from a DBE distributor, which neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, count forty percent (40%) of the cost of materials or supplies (including transportation costs) counts toward the requirement. Only the bona fide commissions earned by manufacturer representatives or brokers for their performance of a commercially useful function counts toward meeting the requirement. Therefore, Bidder must separate bona fide brokerage commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the requirement.

Should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the DBE requirement percentage level submitted at time of bid opening, on the base bid, will also apply to the selected alternates and must be maintained through the remaining term of the contract on the total contract amount, including any alternate work. Therefore, bidders are urged to consider participation in preparing bids for designated alternates.

DBE Responsiveness Requirements

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

a. Non-Competition

Bidder shall not restrict a DBE from providing subconsulting or subcontracting quotations to other Bidders. Any Bidder who does so shall cause their bid to be rejected.

b. Joint Ventures

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

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.

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

c. Commitment to DBE Participation

Bidder shall include with their bid a completed DSBO form, entitled “Commitment to DBE Participation,” stating their committed DBE participation percent on this project. The committed participation level will be inserted into any resulting contract and the Contractor/Consultant must comply with that committed participation amount during the term of the contract.

In determining whether a bidder’s committed level of participation meets the stated DBE requirement, DSBO shall base its calculation of applicable dollar amounts and percentages on the total base bid amount. If a bid contains alternates, participation contained in any alternate will not count towards satisfaction of the requirement at time of bid opening.

d. Letter of Intent

Bidder shall include with their bid completed DSBO form(s), entitled “Letter of Intent” (LOI). The LOI evidences Bidder’s understanding that they will enter into a contractual relationship with the listed DBE firm or that Bidder’s subcontractor(s), subconsultant(s), and/or supplier(s) will do so. A separate LOI is required for each DBE subcontractor, subconsultant, and/or supplier at all tiers. **Additionally, a DBE Prime Bidder must submit a LOI for itself for self-performed work.** If the bidder includes a DBE supplier, then page 2 of the LOI, known as the DBE Regular Dealer -Distributor Affirmation Form, must be completed. The collective LOI amounts must be consistent with the total committed DBE participation percent stated on the Commitment to DBE Participation form.

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

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

f. Accurate, Complete, Consistent, and Executed

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

g. Good Faith Effort

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

The statement of good faith efforts should address the categories outlined in 49 C.F.R. § 26, Appendix A and any additional criteria established by rule or regulation. As part of their good faith efforts, Bidders are encouraged to solicit the support and assistance of DSBO by contacting the procuring agency’s Contract Administrator (CA)/Buyer with specific questions; the CA/Buyer will coordinate with DSBO to reply thereto. All good faith efforts information must be complete, accurate, adequately documented, and submitted with the bid. Good faith efforts must be demonstrated to be substantive and not merely for formalistic compliance with 49 C.F.R. § 26.53.

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

h. Authority

DBE statutes, 49 C.F.R. § 26 or 40 C.F.R. § 30, and rules and regulations promulgated pursuant thereto apply to this project and are incorporated into these solicitation documents by reference. Compliance with those, and any additional requirement contained herein, are conditions of responsiveness. The DSBO Ordinance, its accompanying rules and regulations, and additional DBE guidance are available here: <https://www.denvergov.org/dsbo>; the C.F.R. is available here: <https://www.ecfr.gov>. Bidder is encouraged to contact the procuring agency/Buyer with specific questions related to compliance therewith, who will coordinate with DSBO to reply to Bidder's questions.

IB-27 DISCLOSURE OF INFORMATION

All submissions and other materials provided or produced pursuant to this Invitation for Bids may be subject to the Colorado Open Records Law, C.R.S. 24-72-201, et seq. As such, bidders are urged to review these disclosure requirements and any exceptions to disclosure of information furnished by another party and, prior to submission of a bid to the City, appropriately identify materials that are not subject to disclosure. In the event of a request to the City for disclosure of such information, the City shall advise the bidder of such request to give the bidder an opportunity to object to the disclosure of designated confidential materials furnished to the City. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and each bidder agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. Each bidder further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of the bidder's intervention to protect and assert its claims of privilege against disclosure under the Open Records Law including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees and costs and damages 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 [Do Business with DOTI](#) for information, both general and project specific. The Contract Administrator assigned to this project is **Tricia Ortega** 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 Highway Administration ("FHWA"). 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." The required Federal Forms are included in the Bid Form Package at pages BF-8 through BF-16. The Federal Requirements are attached to the Bid Document Package, pages at BDP-67 through BDP-80. The bidder 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.

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RULES AND REGULATIONS REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I DEFINITIONS

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

Revised: 10/19/93

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RULE II
NOTICE OF HEARING

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

RULE III
HEARING

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

REGULATIONS

REGULATION NO. 1. **ORDINANCE:** The Rules and Regulations of the Manager shall be inserted in the bidding specifications for every contract for which bidding is required.

REGULATION NO. 2. **EXEMPTIONS:** Each contract and subcontract, regardless of dollar amount, shall be subject to affirmative action requirements unless specifically exempted in writing individually by the Manager. Exemptions apply only to "affirmative action" in equal employment opportunity, and are not to be construed as condonation in any manner of "discrimination" or "discriminatory practices" in employment because of race, color, creed, sex, age, national origin, religion, marital status, political opinion or mental or physical handicap.

Revised: 10/19/93

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REGULATION NO. 3. DIRECTOR OF CONTRACT COMPLIANCE: The Director of the Mayor's Office of Contract Compliance shall perform the duties assigned to such official by Article III, Division 2 of Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Mayor's Office of Contract Compliance or designated representatives shall inform bidders and contractors of affirmative action procedures, programs, and goals in accordance with the ordinance at pre-bid and pre-construction conference; (2) make regular on-site inspections; (3) supply contractors and subcontractors with report forms to be completed by them when requested, and furnished to the Director of the Mayor's Office of Contract Compliance; and (4) review payroll records, employment records and practices of general contractors and their subcontractors and suppliers during the performance of any contract. The Director of the Mayor's Office of Contract Compliance shall promptly report apparent affirmative action deficiencies to the Manager.

REGULATION NO. 4. GOALS AND TIMETABLES: In general, goals and timetables should take into account anticipated vacancies and the availability of skills in the market place from which employees should be drawn. In addition, where discrimination in employment by a general contractor or any of his subcontractors is indicated, a corrective action program will take into account the need by the general contractor and his subcontractors to correct past discriminatory practices and reach goals of minority manpower utilization on a timely basis through such recruiting and advertising efforts as are necessary and appropriate.

REGULATION NO. 5. AWARD OF CONTRACTS: It shall be the responsibility of the Director of the Mayor's Office of Contract Compliance to determine the affirmative action capability of bidders, contractors and subcontractors and to recommend to the Manager the award of contracts to those bidders, contractors and subcontractors and suppliers who demonstrate the ability and willingness to comply with the terms of their contract.

REGULATION NO. 6. PUBLICATION AND DUPLICATION: Copies of these Rules and Regulations as amended by the Manager from time to time, shall as soon as practicable and after Notice being published will be made a part of all City Contracts.

REGULATION NO. 7. NOTICE TO PROCEED: Prior to issuance of Notice to Proceed a sign-off will be required of the Director of the Mayor's Office of Contract Compliance or his designee.

REGULATION NO. 8. CONTRACTS WITH SUBCONTRACTORS: To the greatest extent possible the contractor shall make a good faith effort to contract with minority contractors, subcontractors and suppliers for services and supplies by taking affirmative actions which include but are not limited to the following:

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

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REGULATION NO. 9. AGENCY REFERRALS: it shall be no excuse that the union with which the contractor or subcontractor has an agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

REGULATION NO. 10. CLAUSES: The Manager shall include the appropriate clauses in every contract and the contractor shall cause to be inserted in every subcontract the appropriate clauses:

1. **APPENDIX A:** City and County of Denver Equal Opportunity Clause-ALL CONTRACTS funded only with City & County of Denver monies.
2. **APPENDIX B:** Equal Opportunity Clause (11246)-ALL FEDERAL ASSISTED

All amendments to the appendices shall be included by reference.

REGULATION NO. 11. SHOW CAUSE NOTICES: When the Manager has reasonable cause to believe that a contractor has violated Article III, Division 2 of Chapter 28 of the Revised Municipal Code, he may issue a notice requiring the contractor to show cause, within fifteen days why enforcement procedures, or other appropriate action to insure compliance, should not be instituted.

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

1. **APPENDIX E:**

The Bid Conditions-Affirmative Action Requirements-Equal Employment Opportunity as amended and published by the U.S. Department of Labor, Employment Standards Administration, Office of Federal Contract Compliance, shall be inserted verbatim for bidding specification for every non-exempt contract involving the use of Federal funds.

2. **APPENDIX F:**

The Bid Conditions-Affirmative Action Requirements-Equal Employment Opportunity as published by the Department of Public Works, City and County of Denver shall be inserted verbatim as bidding specifications for every non-exempt contract using City funds.

Revised: 04/12/91

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APPENDIX A

CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE-ALL CONTRACTS

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

Revised: 09/28/90

EEO-A1

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

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

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

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

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

Revised: 10/02/90

EEO-A2

APPENDIX F
BID CONDITIONS
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

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

Revised: 10/19/93

EEO-F1

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

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

1. **GOALS AND TIMETABLES:**

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

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION 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

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

- e. The contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority and female organizations, schools with substantial minority and female enrollment, and minority and female recruitment and training organizations within the contractor's recruitment area.
- f. The contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.
- g. The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- h. The contractor should have made certain that all facilities are not segregated by race.
- i. The contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional

Revised: 10/19/93

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

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

3. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.
4. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, City and County Building, Room 379, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

Revised: 04/12/91

EEO-F10

REQUIREMENTS –EQUAL OPPORTUNITY CLAUSE:

§60-1.4 Equal opportunity clause.

(a) *Government contracts.* Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. 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 by the contracting officer setting forth the provisions of this non-discrimination 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, color, religion, sex, or national origin.

(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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules,

§ 60-1.4**41 CFR Ch. 60 (7-1-09 Edition)**

regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) *Federally assisted construction contracts.* (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan,

insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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 considerations for employment without regard to race, color, religion, sex, or national origin.

(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) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

Office of Federal Contract Compliance Programs**§ 60-1.5**

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. 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 non-compliance; *Provided, however*, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take

any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) *Subcontracts*. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) *Incorporation by reference*. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) *Incorporation by operation of the order*. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) *Adaptation of language*. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

§ 60-1.5 Exemptions.

(a) *General*—(1) *Transactions of \$10,000 or under*. Contracts and subcontracts not exceeding \$10,000, other than Government bills of lading, and other than contracts and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes, are exempt from the requirements of

**CITY AND COUNTY OF DENVER
CONTRACT NO. 202579574**

WASHINGTON STREET 47TH TO 52ND

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,

**SEMA CONSTRUCTION, INC.
7353 South Eagle Street
Centennial, CO 80112**

WITNESSETH, commencing on **May 13, 2025**, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

CONTRACT NO. 202579574

WASHINGTON STREET 47TH TO 52ND

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

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

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

1. CONTRACT DOCUMENTS

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

Advertisement of Notice of Invitation for Bids

Instructions to Bidders

Commitment to DBE Participation

Letters(s) of Intent

List of Proposed Subcontractors, Subconsultants, and/or Suppliers

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

Bid Bond

Addenda (as applicable)

Equal Employment Opportunity Provisions (Appendix A and Appendix F)

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

2. SCOPE OF WORK

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

3. TERMS OF PERFORMANCE

The Contractor agrees to undertake the performance of the Work under this Contract within ten (10) days after being notified to commence work by issuance of a Notice to Proceed in substantially the form contained herein from the Manager and agrees to fully complete said Work within **640 (Six Hundred Forty)** 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.

The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director or the date on which the Contractor receives the notice of termination.

The City has the right to issue a Notice to Stop Work ("Notice to Stop Work") if the City has reason to believe, in its sole discretion, that the federal funds for this Agreement are not available, delayed, or withheld for any reason. Upon receiving a Notice to Stop Work, the Contractor shall cease all work under the Agreement immediately, or within the time set forth in the Notice to Stop Work. Contractor shall submit an invoice for all outstanding work as soon as possible, but no later than fifteen (15) days after the date of the Notice to Stop Work or as directed in the Notice. The Contractor shall not resume work under the Agreement until it receives a Notice to Proceed ("Notice to Proceed") from the City. A Notice to Stop Work does not terminate the Agreement.

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 **Two Hundred Forty Six (246) base bid items (Schedule A 202 through Schedule B 01.21.26.02), Two (2) Add Alternate #1 bid items (635-00010 through 635-**

00250), the total estimated cost thereof being **Twenty-Two Million Six Hundred Seventy-Eight Thousand Two Hundred Eighty-One Dollars and Fifty-Nine Cents (\$22,678,281.59)**. 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.

The Contractor further understands that this Agreement is funded, in whole or in part, with federal funds as set forth in a federal financial assistance award, Project #**RAIS-21-0009-CO**, incorporated by reference. The Contractor expressly understands and agrees that its rights, demands, and claims to compensation arising under this Agreement are contingent upon the City's actual receipt of such federal funds and the continued funding by the federal government. If such funds or any part thereof are not received, appropriated, or allocated by the City, the City and the Contractor may mutually amend the Agreement, or the City may unilaterally terminate this Agreement. If the federal government terminates the federal financial assistance awards, disallows the costs associated with this Agreement, or otherwise reduces the funds awarded or actually paid to the City under, the City reserves the right to make any necessary reductions to this Agreement.

5. NO DISCRIMINATION IN EMPLOYMENT

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

6. COMPLIANCE WITH DBE REQUIREMENTS

a) 49 C.F.R. Part 26 or 40 C.F.R. Part 30 ("DBE Requirements") apply to this Agreement (or "Contract"). Consultant, its sub-consultants (or "subcontractors") shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable DBE Requirements in the award and administration of federally assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate as, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Consultant from future bidding as not responsible.

Consequently, Consultant must fully comply with the DBE Requirements in bidding and performing hereunder.

b) The DBE Requirements provide for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity (DSBO). As such, each proposer must comply with the terms and conditions of the DBE Requirements in submitting its proposal and, if awarded the Agreement, in performing all Work thereunder. A proposer's failure to comply with the DBE Requirements, any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein may render a proposal non-responsive and may constitute cause for rejection.

c) In accordance with the DBE Requirements, the Contractor is committed to, at a minimum, meet the participation goal of nineteen percent (19%) established for this Project utilizing properly certified DBE subconsultants, subcontractors, suppliers, distributors, manufacturers, manufacturer's representatives or brokers.

- d) The Contractor(s) are required to report participation in the Small Business Certification and Contract Management System also known as B2GNow. B2Gnow is the compliance monitoring system DSBO utilizes to implement these payment monitoring requirements. Prime contractor(s), are required to confirm in B2Gnow payments received from the City monthly. This monthly requirement is known as an “audit” in B2GNow and will be referred to as such within the system and in any future communication received regarding such. You must inform subcontractors at all tiers of their responsibility to respond to audits. If certified subcontractors fail to confirm payments through the audits, participation for those payments will not count towards meeting the DBE commitment and will result in noncompliance action.
- e) By committing to working on this Agreement which is subjected to DBE Requirements, all DBE subconsultants, subcontractors, supplier, manufacturer, manufacturer's representative or broker must undergo a commercially useful function review (“CUF”) or a DBE compliance review before their contract can be closed by DSBO. DBEs are required to fully cooperate with DSBO or its designee in the CUF and compliance review processes. The CUF 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 CUF review will depend on the specific facts and circumstances. The CUF review 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 inconsistent with the intent and objectives of the DBE Program. The CUF review is formal and will be initiated with an orientation/explanation process and closed out with a briefing and determination. The DBE subcontractor may be subjected to an informal DBE compliance review by DSBO or its designee with or without notice. The informal compliance review will generally be conducted at the work site where the City observes and assesses the services/supplies being provided by the DBE.
- f) For all questions, concerns, and guidance pertaining to DBE Requirements for this Agreement, the Contractor or DBE/Non-DBE subcontractors are highly encouraged to consult the DBE Requirements or contact the DSBO designated Compliance Officer or DSBO representative at dsbo@denvergov.org.
- g) **Required Subcontract DBE Flow-Down Provisions for all Tiers.** While no subcontractor will be considered a third-party beneficiary to the Agreement between the City and the Contractor, the City considers subconsultants and subcontractors of every tier to be agents of the Contractor. Therefore, subconsultants and subcontractors of every tier will be held to all the requirements of the Agreement. With that understanding, the Contractor is well advised to conform all subcontracts to the requirements of the Agreement and make the Agreement available to all subconsultants and subcontractors. **At the very least, the Contractor must include the following provisions in their subcontracts with their DBE subcontractors as well as ensure that all tiered-subcontractors comply with and insert the provisions of the section into all-tiered subcontract agreements/purchase orders: 1. Non-Discrimination clause, 2. Contractor Prompt Payment, 3. Counting and Reporting, 4. Joint Check Utilization, 5. DBE Termination/Substitution/Reduction Of Scope From Contract, 6. Changes, Amendments, Modifications.**
- h) The Contractor will be required to submit to DSBO all DBE subcontracts within 30 days of execution. Throughout the Agreement if Contractor makes good faith efforts and engages or subcontracts with additional DBEs, Contractor must get approval from DSBO if the Contractor intends to count DBE participation from those additional DBEs. To count DBE participation toward the commitments made by the Contractor for DBE utilization, the DSBO must review DBE subcontract agreements and ensure that those additional DBEs are properly certified as a DBE(s) with the City or CDOT under the appropriate North American Industry Classification System (“NAICS”) code that coincides with the scope of work that they will perform. Notwithstanding, DSBO shall also request any appropriate

documents it deems necessary. The Contractor shall ensure that this information flows down to all tiers of DBE subcontractors.

- i) **Flow-Down Provision: Non-Discrimination.** The Contractor, subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable DBE Requirements. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Contractor from future bidding as not responsible.
- j) **Flow-Down Provision: Contractor Prompt Payment of Subcontractors.** The Contractor shall:
 - i. Pay every subconsultant and subcontractor any invoiced and undisputed amounts for accepted and completed work within thirty (30) days of the Contractor's receipt of payment from the City. Any subcontractor, regardless of whether that subcontractor holds a city contract, may be required to make payments to subcontractors as set forth in this section.
 - ii. Retention
 - 1) From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner or provided in the Contract, the amount retained by the Owner will be in effect until the final payment is made as provided in the Contract.
 - 2) The Contractor is required to pay all subcontractors for satisfactory performance of their work no later than 7 days after the Contractor has received a payment for that work as provided in the Prompt Pay Ordinance, D.R.M.C. §§ 20-107 to 20-118. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 7 days after the subcontractor's work is satisfactorily completed and the retainage is paid. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed for the purposes of completing final settlement of the Contract.
 - iii. Failure to comply with the payment requirements in this section may be grounds for the City withholding payment and considered a breach of this Agreement.
 - iv. The payment requirements under this section shall apply to all subcontractors regardless of tier.
- k) **Flow-Down Provisions: Counting and Reporting.** In accordance with DBE Requirements, Firms identified to count toward DSBO's established participation goal must be certified by DSBO in that specified program and certified in the applicable NAICS code(s) to count toward the participation goal. In addition, Only the value of the work actually performed by the certified DBE will count toward the DBE participation goal.
- l) **Flow-Down Provision: Joint Check Utilization.** A joint check is a check issued by the Contractor to a DBE subcontractor and a material supplier or other third party. All joint check arrangements with DBE subs must be pre-approved by DSBO 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 to remedy a financial hardship for a specific period of time. DSBO 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.

m) **Flow-Down Provision: DBE Termination/Substitution/Reduction of Scope from Contract.** The Contractor must have good cause to remove/terminate/substitute/replace a DBE subcontractor and such removal/termination/substitution requires the consent and approval of City DSBO. This section also includes reductions to the DBE scope of services and/or commitment values. 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 this part and the objectives of 49 C.F.R. Part 26. 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 DSBO its request to terminate and/or substitute a DBE subcontractor, the Contractor must give notice in writing to the DBE subcontractor and notify City DSBO of such notice. 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 DSBO at the time the original letter is sent to the DBE contractor.
- ii. The Contractor must give the DBE subcontractor five (5) business days to respond to the notice and provide DSBO with reasons, if any, why it objects to the proposed termination of its DBE contract and why DSBO should not consent the Contractor’s action;
- iii. DSBO 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 DSBO determines that the Contractor has good cause to terminate the DBE firm, the DSBO will provide written consent of DBE removal and the requirements to substitute work to another DBE firm. If DSBO finds that good cause does not exist to terminate the DBE firm, DSBO will provide a written denial of the request to terminate/replace the DBE subcontractor 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 the City DSBO, this constitutes a material breach of a contract, which may result in the termination of the contract or such other remedy as the recipient/the City deems necessary as set forth under the DBE Requirements. These legal remedies may include but are not limited to: withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as nonresponsible.
- v. For purposes of good cause to remove, replace, or terminate a DBE the following circumstances should exist: (1) failure or refusal by the DBE subcontractor to execute a written contract without good cause, (2) failure or refusal by the DBE subcontractor 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 by the DBE subcontractor to meet the Contractor’s reasonable bonding or insurance requirements, (4) insolvency, bankruptcy or credit unworthiness by the DBE subcontractor that creates a risk for the contract, (5) ineligibility by the DBE subcontractor to work on public works Program because of suspension or debarment proceedings, (6) a determination by the City that the DBE is not a responsible contractor, (7) voluntary withdrawal from the Program 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. When a DBE subcontractor is terminated with the approval of DSBO or fails to complete its work on the contract for any reason, prime contractors are required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE.

- vii. Prime contractors must show that it took all necessary and reasonable steps to find another 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 DSBO has established for this Agreement and or commitments made by the Contractor for DBE utilization/participation. 49 C.F.R. Part 26.53 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 the DSBO if they are unable to meet the DBE participation goal assigned to this contract.
- viii. The good faith efforts shall be documented by the Contractor. If the DSBO requests documentation under this provision, the Contractor shall submit the documentation to the DSBO Compliance Officer within 7 days, which may be extended for an additional 7 days, if necessary, at the request of the Contractor, and DSBO shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.
- ix. Contractor shall comply with Good Faith Efforts procedures as defined in the DBE Requirements. Contractor shall comply with this section of the DBE Requirements or any DBE program requirements and failure by the Contractor to carry out the requirements of this part as they administer this contract is a material breach of contract, which may result in the termination of the contract or such other remedy as the recipient deems necessary as set forth in the DBE Requirements. The legal remedies 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.
- x. The Contractor shall ensure that DBE tiered subcontractors comply with this Section and insert the provisions of this Section into all DBE lower tiered subcontractor agreements, regardless of their certification status.

n) **Flow-Down Provision: Changes, Amendments, Modifications.** The DBE Goal(s) shall apply to the performance/value of all obligations under this Agreement, including any Changes, Modifications, Amendments and Change Orders whether initiated by the Consultant or the City.

7. COMPLIANCE WITH DENVER WAGE LAWS

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

8. APPLICABILITY OF LAWS

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

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

9. APPROPRIATION

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

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

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

10. FEDERAL REQUIREMENTS

The Contractor acknowledges and understands that this CONTRACT AND AGREEMENT is funded in whole or in part by federal funds, as specified in the Federal Highway Administration ("FHWA") Grant Agreement ("IGA"). Contractor shall perform or direct all work on this project in accordance with the duties and obligations imposed on the 'Contractor', and when applicable, the 'Subcontractor', as specified in the IGA.

11. DOMESTIC PREFERENCES FOR PROCUREMENTS

The Contractor acknowledges that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the City and FHWA (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the City or the FHWA. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the City or FHWA to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the City or FHWA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the FHWA or any damages owed to the FHWA by the City). If the

Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority

The Contractor shall, to the greatest extent practicable and consistent with law, require all subcontractors to comply with the requirements of Build America, Buy America Requirements. The Contractor shall include Build America, Buy America Requirements in all contracts and subcontracts funded by this Agreement.

12. ASSIGNMENT

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

13. DISPUTES RESOLUTION PROCESS

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

14. 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.

15. 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.

16. 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.

17. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

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Contract Control Number: DOTI-202579574-[00]
Contractor Name: SEMA 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:**

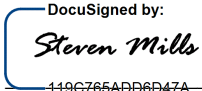
ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

DOTI-202579574-[00]
SEMA CONSTRUCTION, INC.

By:  149G765ADD6D47A...

Name: Steven Mills
(please print)

Title: Corp. V.P., Contracts
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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CITY AND COUNTY OF DENVER

SPECIAL CONTRACT CONDITIONS

SC-1 CONSTRUCTION SPECIFICATIONS

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

City and County of Denver:

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

Transportation Standards and Details for the Engineering Division

City and County of Denver Traffic Standard Drawings

Wastewater Capital Projects Management

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

Colorado Department of Transportation:

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

Federal Highway Administration:

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

Building & Fire Codes:

Building Code of the City and County of Denver

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

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

National Fire Protection Association Standards

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

The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available at:

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

Transportation Standards and Details for the Engineering Division and the Wastewater Management Division – *Standard Detail Drawings*, are available at <http://www.denvergov.org>.

The “*Colorado Department of Transportation Standard Specifications for Road and Bridge Construction*” is available for review on CDOT’s website at:

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

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

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

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

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

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

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

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

SC-4 DEPUTY MANAGER / CITY ENGINEER

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

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

SC-5 PROJECT DELIVERY ADMINISTRATION / CITY ENGINEER

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

SC-6 CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the

responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The City Engineer shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

Department of Transportation and Infrastructure:

<u>Project Manager</u> Mark Gonzales	<u>Telephone</u> (720) 865-3068
<u>Consultant</u> RS&H, Inc.	<u>Telephone</u> (720) 586-6674

SC-7 LIQUIDATED DAMAGES

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

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

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

SC-8 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-9 PREVAILING WAGE RATES

General Contract Condition 1001 Wage is replaced in its entirety with the United State Department of Labor Davis-Bacon and Related Acts wages, requirements, and compliance therewith. In addition to these federal labor standards, state and local prevailing wage, and overtime, and other wage requirements may apply.

SC-10 PAYMENTS TO CONTRACTORS

The application for payment shall be submitted in the format provided by the Project Manager. Contractor recognizes and agrees that it shall be required to pay all first tier subcontractors and suppliers and further record payment to all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. 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 Mark Gonzales (720) 865-3068

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

1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.
3. The Contractor, and its subcontractors of all tiers who have performed work, shall also submit to the Auditor and other appropriate officials of the City prior to submitting the payment application, information required by General Contract Condition 1004, REPORTING WAGES PAID.
4. Starting with the second payment application, the payment applications shall be accompanied by a completed Contractors' Certification of Payment Form (CCP), listing all first tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. The final payment application must be accompanied by an executed Final/Partial Release and Certification of Payment Form and Certificate of Contract Release Form from the Contractor.

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 (form included below). 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 PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS

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

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

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

SC-16 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-17 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-18 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-19 MODIFICATION TO GENERAL CONTRACT CONDITION 809

General Contract Condition 809 is hereby revised for this project as follows:

Add G.C. 809.3 as follows:

.3 Fossils may be uncovered during excavation for the project. The Colorado Department of Transportation will furnish a paleontologist to monitor project excavations. The Contractor shall notify the Engineer at least five working days prior to the start of excavation operations to allow for scheduling of the monitor. The paleontologist, Mr. Steve Wallace, can be contacted at (303) 757-9632.

If fossils are encountered, they will be evaluated and, if deemed important, removed prior to further excavation. When directed, the Contractor shall excavate the site in such manner as to preserve the fossils uncovered and shall remove them as directed by the Engineer.

SC-20 FEDERAL REQUIREMENTS

This Project is funded, in whole or in part, by federal funding made available through the Federal Highway Administration ("FHWA"). As such, performance under this contract is subject to certain "Federal Requirements" contained or referenced in Attachment A to this contract, attached hereto and incorporated

herein by this reference. The Contractor shall thoroughly review and shall strictly comply with all Federal Requirements in performing its Work under this contract.

SC-21 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-22 INSURANCE

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

(1) General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, during any warranty period, and for eight (8) years after the termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as A-VIII or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

(4) Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability, Contractor's insurer shall waive subrogation rights against the City.

(5) Subcontractors: All subconsultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the

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

(6) Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

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

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

(9) Builder's Risk or Installation Floater: Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The City and County of Denver, Contractor, and subcontractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the City.

(10) Additional Provisions:

(a) For claims-made coverage:

The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(b) Contractor shall advise the City in the event any general aggregate or other

aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

SC-23 GREENPRINT DENVER REQUIREMENTS

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

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 and FHWA, and their respective 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 and FHWA.
- (b) Contractor's duty to defend and indemnify City and FHWA 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 FHWA and will pay on behalf of City and/or FHWA 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 or FHWA shall be in addition to any other legal remedies available to City and FHWA and shall not be considered City's or FHWA'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 or FHWA's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

SC-25 CONSTRUCTION SURVEYS

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

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

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

SC-26 PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS

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

Throughout the City there exists an extensive system of benchmarks and monuments installed for the purpose of maintaining a land survey control grid. Prior to the commencement of work on the Project, the Contractor shall tie out each existing survey monument and benchmark so that it can be reestablished after completion of the Work should it be damaged. The Contractor shall maintain all ties during construction. The Contractor shall reset and rehabilitate all survey monuments and benchmarks that existed prior to

construction, but that were damaged or destroyed during construction, in accordance with City and State requirements at no cost to the City.

SC-27 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

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

SC-28 Title 311 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT is hereby deleted in its entirety.

SC-29 DISPUTES

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

1301 DISPUTES

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

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

.3 The Contractor expressly agrees that these dispute resolution processes are the sole and only dispute resolution mechanisms that will be recognized and employed by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its Subcontractors or Suppliers.

Bond No. K42022895 / 47-SUR-300308-01-0021

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **SEMA CONSTRUCTION, INC.**, a corporation organized and existing under and by virtue of the laws of the State of **Colorado**, hereafter referred to as the "Contractor", and **Federal Insurance Company / Berkshire Hathaway Specialty Insurance Company**, a corporation organized and existing under and by virtue of the laws of the State of IN / NE , 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 **Twenty-Two Million Six Hundred Seventy-Eight Thousand Two Hundred Eighty-One Dollars and Fifty-Nine Cents (\$22,678,281.59)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **Contract No. 202579574 - Washington Street 47th to 52nd**, 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 18th day of August, 2025.

Attest:

Jennifer Lennemore
Secretary

SEMA Construction, Inc.

Contractor

By: [Signature]

~~President~~ Corp. V.P. Contracts

Federal Insurance Company /

Berkshire Hathaway Specialty Insurance Company

Surety

By: [Signature]

~~Attorney-in-Fact~~ Jessica Jean Rini

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

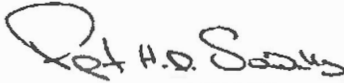
CHUBB**Power of Attorney**

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Anuj Jain, Kathryn E. Kade, Sheila J. Montoya, Jessica Jean Rini, Angela M. Tindol and Mona D. Weaver of Greenwood Village, Colorado

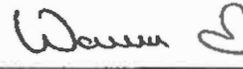
each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 22nd day of November, 2024.



Rupert HD Swindells, Assistant Secretary




 Warren Eichhorn, Vice President



STATE OF NEW JERSEY
 County of Hunterdon

SS,

On this 22nd day of November, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contorni
 NOTARY PUBLIC OF NEW JERSEY
 No 50202369
 Commission Expires August 22, 2027


 Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons acting for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this _____




 Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com



**Berkshire Hathaway
Specialty Insurance**

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Jessica Jean Rini, Mona D. Weaver, Sheila J Montoya, 6400 S. Fiddlers Green Circle, Suite 2000 of the city of Greenwood Village, State of Colorado, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

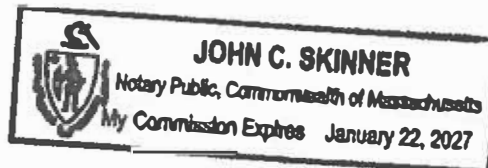


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, 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 in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this _____



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor, Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2025

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

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

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Heather Vencil PHONE (A/C, No, Ext): 515-223-7006 FAX (A/C, No): E-MAIL ADDRESS: hvencil@holmesmurphy.com														
INSURED SEMA Construction, Inc. 7353 S. Eagle Street Englewood, CO 80112	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American Contractors Insurance Company</td> <td>12300</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : ACIG Insurance Agency</td> <td>19984</td> </tr> <tr> <td>INSURER D : XL Insurance America Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Contractors Insurance Company	12300	INSURER B : The Continental Insurance Company	35289	INSURER C : ACIG Insurance Agency	19984	INSURER D : XL Insurance America Inc.	24554	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 676222496**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A A A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GL25A00089 GL25B00089 GL25C00089	6/1/2025 6/1/2025 6/1/2025	6/1/2026 6/1/2026 6/1/2026	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AL25000035	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$			CUE7033727217	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA000028325 WCA000028425	6/1/2025 6/1/2025	6/1/2026 6/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			US00141019LI25A	6/1/2025	6/1/2026	Each Occurrence/Agg. 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEMA Job #102511 Project: Washington 47th to 52nd
 Owner: City & County of Denver / DOTI Owner's Project #202579574

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insureds on the Auto Liability, Excess Liability and General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver
 Department of Transportation & Infrastructure
 201 W. Colfax Avenue, Dept 608
 Denver CO 80202
 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

8/7/2025

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

AGENCY Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan, IA 50263		PHONE (A/C, No, Ext): 800-247-7756		COMPANY Atlantic Specialty Insurance Company 601 Carlson Parkway, Suite 600 Minnetonka, MN 55305	
FAX (A/C, No):		E-MAIL ADDRESS: hvencil@holmesmurphy.com			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER 7100441540000	
INSURED SEMA Construction, Inc. 7353 S. Eagle Street Englewood CO 80112		EFFECTIVE DATE 06/01/2025		EXPIRATION DATE 06/01/2026	
				☐ CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

SPECIAL

COVERAGE / PERILS / FORMS

AMOUNT OF INSURANCE

DEDUCTIBLE

Builder's Risk (All Construction Types Except Dams & Bridges)
 Builder's Risk (Bridges - New Construction and Cosmetic Bridge Work Only)

30,000,000
 10,000,000

100,000
 250,000

REMARKS (Including Special Conditions)

SEMA Job #102511 Project: Washington 47th to 52nd
 Owner: City & County of Denver / DOTI Owner's Project #202579574

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City and County of Denver Department of Transportation & Infrastructure 201 W. Colfax Avenue, Dept 608 Denver, CO 80202 USA	☐ ADDITIONAL INSURED		☐ LENDER'S LOSS PAYABLE		☐ LOSS PAYEE
	☐ MORTGAGEE				
	LOAN #				
	AUTHORIZED REPRESENTATIVE 				



PERFORMANCE AND PAYMENT BOND SURETY AUTHORIZATION (SAMPLE)

FAX NUMBER: 720-913-XXXX
TELEPHONE NUMBER: 720-913-XXXX

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

RE: (Company name)

Contract No: **202579574**
Project Name: **Washington Street 47th to 52nd**
Contract Amount:
Performance and Payment Bond No.:

Dear Assistant City Attorney,

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

We hereby authorize the City and County of Denver, 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 _____ and/or email _____.

Thank you.

Sincerely,

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

Contract No. 20259574
Washington Street

BDP-61

May 13, 2025



NOTICE TO APPARENT LOW BIDDER (SAMPLE)

Name
Address
City, State Zip

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **July 2-June-17, 2025**, for work to be done and materials to be furnished in and for:

CONTRACT 202579574 - Washington Street 47th to 52nd

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

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

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

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

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

NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202579574

Page 2

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

CITY AND COUNTY OF DENVER

By _____
City Engineer
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

CONTRACT NO. 202579574 - Washington Street 47th to 52nd

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on _____ with the work of constructing contract number 202579574, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of 640 calendar days, the project must be complete on or before _____.

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

Sincerely,

By: _____
City Engineer

cc:

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

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



CERTIFICATE OF CONTRACT RELEASE (SAMPLE)
202579574 - Washington Street 47th to 52nd

Current Date
Name
Street Address
City, State, Zip

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

The Undersigned further certifies that each of the undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the undersigned's Work effort on the above referenced Project have been duly paid in full. The undersigned further agrees to defend, indemnify and save and hold harmless the City, its officers, employees, agents and assigns and the above-referenced Contractor from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City or the Contractor which arise out of the Undersigned's performance of the Work effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

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

Contractor's Signature

Date Signed

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

Sincerely,

Contract Administration

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

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Contract No. 20259574
Washington Street

BDP-65

May 13, 2025

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

(PROJECT NO. and NAME)

(NAME OF OWNER)

(NAME OF PRIME CONTRACTOR)

Date: _____, 20____.

Contract #:_____.

Contract Value: \$_____.

Current Progress Payment: \$_____.

Date: _____.

Total Paid to Date: \$_____.

Date of Last Work: _____.

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

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

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

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

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

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

(Name of Contractor)

By: _____

Title: _____

FEDERAL AID CONSTRUCTION CONTRACTS (FHWA FORM 1273)

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (Included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 CFR part 3](#))), the full amount of basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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.c. of this section) and the Davis-Bacon poster (WH-1321) must 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.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(II) The classification is used in the area by the construction industry; and

(III) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(III) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(I) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(II) The classification is used in the area by the construction industry; and

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDO/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

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

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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 determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 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 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 CFR 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. a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

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. 29 CFR 5.5.

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 therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

4. *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. in the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed 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 the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant 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 participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal 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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 Implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 Implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed 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 the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 Implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 Implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. 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. Any person who fails to file 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 failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize 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 this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading 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 paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

Prevailing Wage Rates

Contract Number: 202579574

Washington Street 47th to 52nd

May 13, 2025



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

City and County of Denver

2025 Highway General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: January 2, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, Friday, January 10, 2025, and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single-family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO 20250009

Superseded General Decision No. CO 20230009

Modification No. 0

Publication Date: 01/2/2025

(7 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.81 to comply with the city's minimum wage. Contractors will also have to comply with the established Minimum Wage of \$18.81 for all apprentice classifications as base rate. Fringes will be added into the base rate amount.

General Decision Number: CO20250009 01/02/2025

Superseded General Decision Number: CO20240009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 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 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

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

Modification number	Publication date
0	01/03/2025

CARP9901-008 05/01/2024	RATES	FRINGES
CARPENTER (Form Work Only)	\$33.11	\$12.17

ELEC0068-016 03/01/2011

	RATES	FRINGES
TRAFFIC SIGNAL INTALLATION		
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 05/01/2024	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.)	\$35.03	\$15.20
(3)-LOADER (Under 6 Cu. Yd.) Denver County	\$35.03	\$15.20
(3)-MOTOR GRADER (Blade-Rough) Douglas County	\$33.19	\$15.20
(4)-CRANE (50 Tons And Under), SCRAPER (Single Bowl, Under 40 Cu. Yd)	\$35.78	\$15.20
(4)-LOADER (Over 6 Cu. Yd) Denver County	\$35.20	\$15.20
(5)-DRILL RIG CAISSON (Watson 2500 Similar Or Larger), CRANE (51-90 Tons), SCRAPER (40 Cu. Yd and Over)	\$35.41	\$15.20
(5)-MOTOR GRADER (Blade-Finish) Douglas County	\$35.58	\$15.20
(6)-CRANE (91-140 Tons)	\$35.28	\$15.20

SUCO2011-004 09/15/2011	RATES	FRINGES
CARPENTER (excludes form work)	\$19.27	\$5.08

CEMENT MASON/CONCRETE FINISHER	RATES	FRINGES
DENVER COUNTY	\$20.18	\$5.75
DOUGLAS COUNTY	\$18.75	\$3.00

ELECTRICIAN	RATES	FRINGES
(Excludes Traffic Signal Installation)	\$35.13	\$6.83

FENCE ERECTOR	RATES	FRINGES
(Excludes Link/cyclone Fence Erection)	\$18.94	\$3.20

GUARDRAIL INSTALLER	RATES	FRINGES
GUARDRAIL INSTALLER	\$18.81	\$3.20

HIGHWAY/PARKING LOT STRIPING	RATES	FRINGES
Painter Denver	\$18.81	\$3.21
Painter Douglas	\$13.89	\$3.21

IRONWORKER, REINFORCING	RATES	FRINGES
(Excludes Guardrail Installation)	\$55.25	\$3.65

IRONWORKER, STRUCTURAL/ORNAMENTAL	RATES	FRINGES
(Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation)	\$37.23	\$12.79

LABORER	RATES	FRINGES
ASPHALT RAKER	\$18.81	\$4.25
ASPHALT SHOVELER	\$21.21	\$4.25
ASPHALT SPREADER	\$19.10	\$4.65
COMMON OR GENERAL (Denver County)	\$19.30	\$6.77
COMMON OR GENERAL (Douglas County)	\$16.29	\$4.25
CONCRETE SAW (Handheld)	\$18.81	\$6.14
LANDSCAPE AND IRRIGATION	\$18.81	\$3.16
MASON TENDER – CEMENT/CONCRETE (Denver County)	\$18.81	\$4.04
MASON TENDER – CEMENT/CONCRETE (Douglas County)	\$16.29	\$4.25
PIPELAYER (Denver County)	\$18.81	\$2.41
PIPELAYER (Douglas County)	\$16.30	\$2.18
TRAFFIC CONTROL (Flagger)	\$18.81	\$3.05
TRAFFIC CONTROL (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers)	\$21.69	\$3.22

PAINTER	RATES	FRINGES
(Spray Only)	\$18.81	\$2.87

POWER EQUIPMENT OPERATOR	RATES	FRINGES
ASPHALT LAYDOWN (Denver County)	\$22.67	\$8.72
ASPHALT LAYDOWN (Douglas County)	\$23.67	\$8.47
ASPHALT PAVER (Denver County)	\$24.97	\$6.13
ASPHALT PAVER (Douglas County)	\$25.44	\$3.50
ASPHALT ROLLER (Denver County)	\$23.13	\$7.55
ASPHALT ROLLER (Douglas County)	\$23.63	\$6.43
ASPHALT SPREADER	\$22.67	\$8.72
BACKHOE/TRACKHOE (Douglas County)	\$23.82	\$6.00
BOBCAT/SKID LOADER	\$18.81**	\$4.28
BOOM	\$22.67	\$8.72
BROOM/SWEEPER (Denver County)	\$22.47	\$8.72
BROOM/SWEEPER (Douglas County)	\$22.96	\$8.22
BULLDOZER	\$26.90	\$5.59
CONCRETE PUMP	\$21.60	\$5.21
Drill (Denver County)	\$20.48	\$4.71
Drill (Douglas County)	\$20.71	\$2.66
FORKLIFT	\$18.81**	\$4.68
GRADER/BLADE (Denver County)	\$22.67	\$8.72
GUARDRAIL/POST DRIVER	\$18.81**	\$4.41
LOADER (Front End) (Douglas County)	\$21.67	\$8.22
MECHANIC (Denver County)	\$22.89	\$8.72
MECHANIC (Douglas County)	\$23.88	\$8.22
OILER (Denver County)	\$23.73	\$8.41
OILER (Douglas County)	\$24.90	\$7.67
ROLLER/COMPACTOR (Dirt and Grade Compaction) (Denver County)	\$20.30	\$5.51
ROLLER/COMPACTOR (Dirt and Grade Compaction) (Douglas County)	\$22.78	\$4.86
ROTOMILL	\$18.81**	\$4.41
SCREED (Denver County)	\$22.67	\$8.38
SCREED (Douglas County)	\$29.99	\$1.40
TRACTOR	\$18.81	\$2.95

TRAFFIC SIGNALIZATION	RATES	FRINGES
GROUNDSMAN (Denver County)	\$18.81	\$3.41
GRONDSMAN (Douglas County)	\$18.67	\$7.17

TRUCK DRIVER	RATES	FRINGES
DISTRIBUTOR (Denver County)	\$19.12	\$5.82
DISTRIBUTOR (Douglas County)	\$16.98**	\$5.27
DUMP TRUCK (Denver County)	\$18.81	\$5.27
DUMP TRUCK (Douglas County)	\$16.39	\$5.27
LOWBOY TRUCK	\$18.81	\$5.27
MECHANIC	\$26.48	\$3.50

MULTI-PURPSE SPECIALITY & HOISTING TRUCK (Denver County)	\$18.81	\$3.17
MUTLI-PURPOSE SPECIALITY & HOISTING TRUCK (Douglas County)	\$20.05	\$2.88
PICK UP AND PILOT CAR (Denver County)	\$18.81**	\$3.77
PICK UP AND PILOT CAR (Douglas County)	\$16.43**	\$3.68
SEMI/TRAILER TRUCK	\$18.91	\$4.13
TRUCK MOUNTED ATTENUATOR	\$18.81	\$3.22
WATER TRUCK (Denver County)	\$26.27	\$5.27
WATER TRUCK (Douglas County)	\$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**

**Technical Specifications, Plans/Drawings,
Addenda 1-3, FHWA Funding Grant**

Contract Number: 202579574

Washington Street 47th to 52nd

May 13, 2025

**PLEASE NOTE: Documents listed above are
incorporated by reference and filed with the
Clerk and Recorder. File #: 20250135**
