

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE

Contract Documents

Contract Number: 202056022

E. 16th Avenue System Phase 1

September 30, 2020



NOTICE TO APPARENT LOW BIDDER

**BT CONSTRUCTION, INC.
9885 EMPORIA STREET
HENDERSON, CO 80640**

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **December 17, 2020**, for work to be done and materials to be furnished in and for:

CONTRACT - 202056022 – E. 16th Avenue System Phase 1

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: **One Hundred and Fourteen (114) bid items (34-41.13.02 through 01-21.27.01), plus alternate #1.** The total estimated cost thereof being: **Fourteen Million Twenty Thousand Seven Hundred Eight Dollars and Forty-Three Cents (\$14,020,708.43).**

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, Workman's Compensation and Employer Liability, Builder's Risk or Installation Floater, and Contractors Pollution Liability.
- b. Payment and Performance Bond along with One original Power of Attorney relative to Performance and/or Payment Bond.

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

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

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



NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202056022

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

Dated at Denver, Colorado this 7th day of January, 2021 2020.

CITY AND COUNTY OF DENVER

By: *Deputy B. Stoman* for
Eulois Cleckley, Executive Director
Department of Transportation and Infrastructure

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

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Bid Form Package

Contract Number: 202056022

E. 16th Avenue System Phase 1

September 30, 2020

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

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

BIDDER'S CHECKLIST

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

FORM/ PAGE NO.	COMMENTS	COMPLETE
BF-4 – BF-5	a.) Legal name, address, Acknowledgment signature and attestation (if required)	<input checked="" type="checkbox"/>
BF-6+	a.) Complete all blanks b.) Legal name required	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-7	a.) Write out bid total or bid totals in words and figures in the blank form space(s) provided. b.) Calculate Textura® Construction Payment Management System Fee from chart on pg. BF-3 and write fee in the space provided.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-8	a.) List all subcontractors who are performing work on this project.	<input checked="" type="checkbox"/>
BF-9 – BF-10	a.) Fully complete 1A - List of Proposed Subcontractors, Subconsultants, and/or Suppliers.	<input checked="" type="checkbox"/>
BF-11	a.) Complete all blanks b.) If Addenda have been issued, complete bottom section.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-12	a.) Complete appropriate sections - signature(s) required. b.) If corporation, then corporate seal required.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-13	a.) Fully complete Commitment to Participation	<input checked="" type="checkbox"/>
BF-14	a.) Fully complete Letter(s) of Intent	<input checked="" type="checkbox"/>
BF-16	a.) Fill in all Bid Bond blanks b.) Signatures required c.) Corporate Seal if required d.) Dated e.) Attach Surety Agents Power of Attorney or Certified or cashier's check made out to the Manager of Revenue referencing Bidder's Company and Contract Number.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-17- BF-20	a.) Each bidder, as a condition of responsiveness to this solicitation, shall <u>complete and return</u> the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their Bid.	<input checked="" type="checkbox"/>

Textura® Construction Payment Management System (“Textura”)

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

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

For more information:

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

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

CONTRACT NO. 202056022

E. 16TH AVENUE SYSTEM PHASE 1

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

ADDRESS: 9885 Emporia St
Henderson, CO, 80640

CONTACT PERSON FOR ALL MATTERS RELATING TO THIS DOCUMENT

NAME: Harper Daniell **TITLE:** President

EMAIL: Harper.Daniell@btconstruction.com **PHONE NUMBER:** 303-469-0199

AUTHORIZED ELECTRONIC SIGNATORY

NAME: Chris Gray

EMAIL: Chris.Gray@BTConstruction.com

The undersigned bidder states that the undersigned bidder has received and had an opportunity to fully and thoroughly examine a complete set of the Contract Documents for **Contract No. 202056022 - E. 16th Avenue System Phase 1**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated September 30, 2020.

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

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

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

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

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

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

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

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

BIDDER:

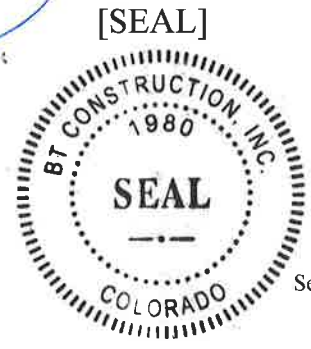
Name: CHRIS GRAY

By: [Signature]

Title: VP

ATTEST:

By: [Signature]



Attachment 1

CITY AND COUNTY OF DENVER DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

BID FORM

CONTRACT NO. 202056022

E. 16TH AVENUE SYSTEM PHASE 1

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

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

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on **September 30, 2020**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 202056022 - E. 16th Avenue System Phase 1**, in Denver, Colorado, in full accordance with and conformity to the Plans, Technical Specifications, and Contract Documents hereto attached or by reference made a part hereof, at and for the following price(s) set forth on this Bid Form.

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

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

Item No.	Description and Price	Estimated Quantity	Estimated Cost
<u>E. 16th Avenue System, Ph1 - Base bid</u>			
34-41.13.02	TRAFFIC SIGNAL Add'l Info: Includes remove and reinstall signal and mast arm, see revisions to sections 613 and 614 in project specific specifications at the unit price of \$ 257,000.00 per Lump Sum	1 LS	\$ <u>257,000.00</u>
34-17.08.20	STORM SEWER BYPASS Add'l Info: See Storm Sewer Bypass Plan at the unit price of \$ 190,000.00 per Lump Sum	1 LS	\$ <u>190,000.00</u>
01-52.13	TEMPORARY OFFICE FACILITIES at the unit price of \$ 58,800.00 per Lump Sum	1 LS	\$ <u>58,800.00</u>
2-1.2a	REMOVE 6" CONCRETE CURB AND/OR GUTTER Add'l Info: Includes excavation behind the curb at the unit price of \$ 7.75 per Linear Foot	907 LF	\$ <u>7,029.25</u>
2-1.4	REMOVE SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP at the unit price of \$ 5.20 per Square Foot	1,850 SF	\$ <u>9,620.00</u>
2-2.1	REMOVE CONCRETE SIDEWALK Add'l Info: Includes median paving at the unit price of \$ 5.00 per Square Foot	2,081 SF	\$ <u>10,405.00</u>
2-3.3	REMOVE CONCRETE ALLEY PAVING Add'l Info: Includes alley gutter and alley returns at the unit price of \$ 6.50 per Square Foot	803 SF	\$ <u>5,219.50</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
2-11.1a	REMOVE EXISTING 8" SANITARY SEWER PIPE Add'l Info: VCP at the unit price of \$ <u>107.00</u> per Linear Foot	117 LF	\$ <u>12,519.00</u>
2-11.1b	REMOVE EXISTING 10" SANITARY SEWER PIPE Add'l Info: VCP at the unit price of \$ <u>58.00</u> per Linear Foot	55 LF	\$ <u>3,190.00</u>
2-11.1h	REMOVE EXISTING 27" SANITARY SEWER PIPE Add'l Info: CIPP lined VCP at the unit price of \$ <u>98.50</u> per Linear Foot	33 LF	\$ <u>3,250.50</u>
2-11.1k	REMOVE EXISTING 36" SANITARY SEWER PIPE Add'l Info: 26"x39" elliptical CIPP lined brick pipe at the unit price of \$ <u>92.70</u> per Linear Foot	71 LF	\$ <u>6,581.70</u>
2-11.2c	REMOVE EXISTING 12" STORM SEWER PIPE at the unit price of \$ <u>102.00</u> per Linear Foot	259 LF	\$ <u>26,418.00</u>
2-11.2m	REMOVE EXISTING 42" STORM SEWER PIPE at the unit price of \$ <u>130.00</u> per Linear Foot	173 LF	\$ <u>22,490.00</u>
2-11.2n	REMOVE EXISTING 48" STORM SEWER PIPE at the unit price of \$ <u>308.00</u> per Linear Foot	85 LF	\$ <u>26,180.00</u>
2-11.2o	REMOVE EXISTING 54" STORM SEWER PIPE Add'l Info: 51" brick storm pipe at the unit price of \$ <u>78.00</u> per Linear Foot	427 LF	\$ <u>33,306.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
2-11.5a	ABANDON EXISTING 8" SEWER PIPE Add'l Info: Includes capping the line at 17th and Albion at the unit price of \$ <u>25.00</u> per Linear Foot	109 LF	\$ <u>2,725.00</u>
2-11.5c	ABANDON EXISTING 12" SEWER PIPE at the unit price of \$ <u>25.00</u> per Linear Foot	185 LF	\$ <u>4,625.00</u>
2-11.5e	ABANDON EXISTING 18" SEWER PIPE at the unit price of \$ <u>32.00</u> per Linear Foot	68 LF	\$ <u>2,176.00</u>
2-11.5n	ABANDON EXISTING 48" SEWER PIPE at the unit price of \$ <u>205.00</u> per Linear Foot	61 LF	\$ <u>12,505.00</u>
2-11.7	REMOVE EXISTING BOX CULVERT Add'l Info: 14'x9' at the unit price of \$ <u>1,210.00</u> per Linear Foot	26 LF	\$ <u>31,460.00</u>
2-12.1	REMOVE EXISTING SANITARY MANHOLE at the unit price of \$ <u>4,330.00</u> per Each	3 EA	\$ <u>12,990.00</u>
2-12.2	REMOVE EXISTING STORM MANHOLE at the unit price of \$ <u>3,865.00</u> per Each	4 EA	\$ <u>15,460.00</u>
2-13.1	REMOVE EXISTING STORM INLET at the unit price of \$ <u>1,930.00</u> per Each	8 EA	\$ <u>15,440.00</u>
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN Add'l Info: Remove and reset at the unit price of \$ <u>258.00</u> per Each	21 EA	\$ <u>5,418.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN Add'l Info: Park Hill Neighborhood Monument at the unit price of \$ 7,970.00 per Each	1 EA	\$ 7,970.00
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN Add'l Info: New ground sign - sign panel (class I) at the unit price of \$ 387.00 per Each	15 EA	\$ 5,805.00
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN Add'l Info: New ground sign - sign panel (class II) at the unit price of \$ 517.00 per Each	4 EA	\$ 2,068.00
2-20a	REMOVE TROLLEY TRACKS at the unit price of \$ 38.00 per Linear Foot	2,640 LF	\$ 100,320.00
02-22.13 <u>02-221301</u>	VIBRATION ASSESSMENT VIBRATION MONITORING AND PUBLIC OUTREACH at the unit price of \$ 37,200.00 per Lump Sum Add'l Info: See addendum #2 for supplemental measurement and payment for pay item 02-221301 - Vibration Monitoring and Public Outreach	1 LS	\$ 37,200.00
02-22.13.01a <u>02-221301a</u>	PRE-CONSTRUCTION FACILITY CONDITION ASSESSMENT -Marion Street System, Phase I at the unit price of \$ 16,800.00 per Lump Sum Add'l Info: See addendum #2 for supplemental measurement and payment for pay item 02-221301a - pre-construction facility condition assessment	1 LS	\$ 16,800.00

Item No.	Description and Price	Estimated Quantity	Estimated Cost
2-23	REMOVE DECORATIVE LANDSCAPING Add'l Info: Tear drop areas between curb ramps and tree lawn at 1700 Colorado Blvd., includes placing back at the unit price of \$ <u>12,700.00</u> per Lump Sum	1 LS	\$ <u>12,700.00</u>
02-71.00.02	GROUND WATER TREATMENT EQUIPMENT & OPERATIONS MONTHLY - SEE PROJECT SPECIAL PROVISIONS at the unit price of \$ <u>19,995.00</u> per Month	9 MO	\$ <u>179,955.00</u>
3-4	ROCK EXCAVATION Add'l Info: Per WCPM Standard Construction Specification 4.0.6.1 at the unit price of \$ <u>26.00</u> per Cubic Yard	107 CY	\$ <u>2,782.00</u>
3-7a	HEALTH & SAFETY PLAN at the unit price of \$ <u>3,600.00</u> per Lump Sum	1 LS	\$ <u>3,600.00</u>
3-7b	MATERIAL MANAGEMENT PLAN at the unit price of \$ <u>3,600.00</u> per Lump Sum	1 LS	\$ <u>3,600.00</u>
<u>5-2a</u>	<u>SUBGRADE MATERIAL (SELECT BACKFILL)</u> at the unit price of \$ <u>29.50</u> per Ton	<u>11,000 TON</u>	\$ <u>324,500.00</u>
<u>5-7</u>	<u>CONTROLLED LOW STRENGTH MATERIALS (CLSM)</u> Add'l Info: For open cut excavation backfill in Colorado Blvd as approved by City Project Manager at the unit price of \$ <u>165.00</u> per Cubic Yard	<u>700 CY</u>	\$ <u>115,500.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
5-8	CRUSHED GRAVEL BASE COURSE (CDOT CLASS 6 ROAD BASE) Add'l Info: Assumed to be placed under all roadway pavement, curb and gutter, and driveways/alleys at the unit price of \$ <u>25.50</u> per Ton	4,197 TON	\$ <u>107,023.50</u>
5-9	PERMEATION GROUTING Add'l Info: For tunneling under Colorado in the proximity of utility crossings, 240" width at the unit price of \$ <u>1.00</u> per Linear Foot	39 LF	\$ <u>39.00</u>
8-1.1b	6" DIP AWWA C151, CLASS 50 WATER LINE Add'l Info: Includes connection to existing water lines and 4" fire line at the unit price of \$ <u>297.00</u> per Linear Foot	88 LF	\$ <u>26,136.00</u>
8-1.1c	8" DIP AWWA C151, CLASS 50 WATER LINE Add'l Info: Includes connections to existing water lines at the unit price of \$ <u>223.00</u> per Linear Foot	421 LF	\$ <u>93,883.00</u>
8-1.2c	INSTALL 8" WATER VALVE at the unit price of \$ <u>2,170.00</u> per Each	4 EA	\$ <u>8,680.00</u>
8-1.4a	4" TEMPORARY WATER MAIN BYPASS Add'l Info: Includes temporary tap and all associated fittings, must be Certa-Lok (or similar) pipe per Denver Water standards at the unit price of \$ <u>32.00</u> per Linear Foot	559 LF	\$ <u>17,888.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
8-1.5a	LEAD SERVICE LINE REPLACEMENT, <2" ID Add'l Info: To be used at the discretion of the construction PM if deemed necessary, price of non-lead water services is included in cost to install waterline at the unit price of \$ <u>75.00</u> per Linear Foot	215 LF	\$ <u>16,125.00</u>
8-3	RESET OR INSTALL FIRE HYDRANT ASSEMBLY Add'l Info: Includes 6" gate valve and abandonment of existing fire hydrant lateral at the unit price of \$ <u>13,430.00</u> per Each	1 EA	\$ <u>13,430.00</u>
12-1.1	6" CURB AND GUTTER 2' PAN (CDOT T2, IIB) Add'l Info: Includes curb cut, per standard detail 8.1 at the unit price of \$ <u>75.00</u> per Linear Foot	799 LF	\$ <u>59,925.00</u>
12-1.2	6" CURB AND GUTTER 1' SPILL PAN (CDOT T2, IB) at the unit price of \$ <u>98.00</u> per Linear Foot	48 LF	\$ <u>4,704.00</u>
12-1.8	SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP at the unit price of \$ <u>21.50</u> per Square Foot	2,651 SF	\$ <u>56,996.50</u>
12-2.1	CONCRETE SIDEWALK at the unit price of \$ <u>16.00</u> per Square Foot	2,992 SF	\$ <u>47,872.00</u>
12-2.3	CONCRETE BIKE PATH at the unit price of \$ <u>19.00</u> per Square Foot	656 SF	\$ <u>12,464.00</u>
12-2.4	MISCELLANEOUS CONCRETE FLATWORK at the unit price of \$ <u>22.00</u> per Square Foot	147 SF	\$ <u>3,234.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
12-5.5	CONCRETE ALLEY PAVING Add'l Info: 8" concrete paving per 10.1, includes alley gutters and alley returns at the unit price of \$ <u>21.00</u> per Square Foot	832 SF	\$ <u>17,472.00</u>
12-6	CONCRETE MEDIAN STRIP Add'l Info: Concrete median cover material at the unit price of \$ <u>37.00</u> per Square Foot	59 SF	\$ <u>2,183.00</u>
16-1	SECURITY FENCE Add'l Info: to secure job site and open trenches at the unit price of \$ <u>10.30</u> per Linear Foot	2,500 LF	\$ <u>25,750.00</u>
16-3	CHAIN LINK FENCE Add'l Info: For tree protection. Refer to Parks specification 01-56.39.03. at the unit price of \$ <u>9.00</u> per Linear Foot	770 LF	\$ <u>6,930.00</u>
20-2be	ASPHALT SURFACE COURSE, SX, RAP 20%, N=75, 64-22. at the unit price of \$ <u>11.15</u> per Square Yard - Inch	12,674 SY-IN	\$ <u>141,315.10</u>
20-2cf	ASPHALT SURFACE COURSE, SX, RAP 20%, N=100, 76-28. at the unit price of \$ <u>12.75</u> per Square Yard - Inch	4,723 SY-IN	\$ <u>60,218.25</u>
20-3be	ASPHALT BASE COURSE, S, RAP 20%, N=75, 64-22. at the unit price of \$ <u>10.75</u> per Square Yard - Inch	43,007 SY-IN	\$ <u>462,325.25</u>
20-3cf	ASPHALT BASE COURSE, S, RAP 20%, N=100, 76-28. at the unit price of \$ <u>11.90</u> per Square Yard - Inch	16,608 SY-IN	\$ <u>197,635.20</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
20-4	ASPHALT ROTOMILL at the unit price of \$ <u>3.80</u> per Square Yard - Inch	748 SY-IN	\$ <u>2,842.40</u>
22-1	EARTHWORK Add'l Info: for roadway grading at the unit price of \$ <u>5.50</u> per Square Yard	6,379 SY	\$ <u>35,084.50</u>
33-05.26.01	EXISTING UTILITY LOCATION/COORDINATION/ RELOCATION AND/OR ADJUSTMENT at the unit price of \$ <u>9,830.00</u> per Lump Sum	1 LS	\$ <u>9,830.00</u>
34-2.3e	18" DIAMETER C-76 RCP, CLASS III at the unit price of \$ <u>241.00</u> per Linear Foot	34 LF	\$ <u>8,194.00</u>
34-2.3g	24" DIAMETER C-76 RCP, CLASS III at the unit price of \$ <u>321.00</u> per Linear Foot	281 LF	\$ <u>90,201.00</u>
34-2.3n	48" DIAMETER C-76 RCP, CLASS III at the unit price of \$ <u>526.00</u> per Linear Foot	82 LF	\$ <u>43,132.00</u>
34-6.2	PRECAST RCBC (SPECIAL SIZE AND/OR DESIGN) Add'l Info: 13' x 5' Precast RCBC at the unit price of \$ <u>2,964.00</u> per Linear Foot	125 LF	\$ <u>370,500.00</u>
34-6.2	PRECAST RCBC (SPECIAL SIZE AND/OR DESIGN) Add'l Info: 9' x 9' Precast RCBC at the unit price of \$ <u>2,690.00</u> per Linear Foot	490 LF	\$ <u>1,318,100.00</u>
34-7.1a	8" DIAMETER PVC PIPE Add'l Info: 8" Solid Wall PVC, ASTM D-3034 SDR 35, includes service reconnections and 8"x6" wye connection at the unit price of \$ <u>192.00</u> per Linear Foot	116 LF	\$ <u>22,272.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
34-7.1b	10" DIAMETER PVC PIPE Add'l Info: 10" Solid Wall PVC, ASTM D-3034 SDR 35 at the unit price of <u>\$ 258.00</u> per Linear Foot	543 LF	\$ <u>140,094.00</u>
34-7.1h	27" DIAMETER PVC PIPE Add'l Info: 27" Solid Wall PVC, ASTM F-679 PS46 at the unit price of <u>\$ 494.00</u> per Linear Foot	19 LF	\$ <u>9,386.00</u>
34-7.1k	36" DIAMETER PVC PIPE Add'l Info: For 38" lined steel sewer with flowfill encasement at the unit price of <u>\$ 2,650.00</u> per Linear Foot	59 LF	\$ <u>156,350.00</u>
34-11.6zc	120" RPMP BY JACKING/BORING Add'l Info: Includes pits and shoring system, no traffic control or mobilization at the unit price of <u>\$ 10,070.00</u> per Linear Foot	154 LF	\$ <u>1,550,780.00</u>
34-11.9f	30" RPMP BY OPEN CUT (for SN & PN see additional notes) Add'l Info: for pipe between MH100 and CBC1 at the unit price of <u>\$ 391.00</u> per Linear Foot	528 LF	\$ <u>206,448.00</u>
34-12.1a	4' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE Add'l Info: Cast-In-Place Sanitary Manhole at the unit price of <u>\$ 15,815.00</u> per Each	2 EA	\$ <u>31,630.00</u>
34-12.1a	4' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE Add'l Info: Sanitary Manhole at the unit price of <u>\$ 9,150.00</u> per Each	1 EA	\$ <u>9,150.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
34-12.1c	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE at the unit price of <u>\$ 9,265.00</u> per Each	5 EA	\$ <u>46,325.00</u>
34-12.2a	5' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE Add'l Info: Cast-in-Place Sanitary Manhole at the unit price of <u>\$ 13,695.00</u> per Each	3 EA	\$ <u>41,085.00</u>
34-12.2a	5' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE Add'l Info: Sanitary Manhole at the unit price of <u>\$ 11,340.00</u> per Each	1 EA	\$ <u>11,340.00</u>
34-12.4a	CAST-IN-PLACE TYPE B MANHOLE WITH TYPE A TOP SLAB at the unit price of <u>\$ 22,175.00</u> per Each	2 EA	\$ <u>44,350.00</u>
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE Add'l Info: CBC 2 - Trash Vault (includes installation of gate but not procurement of materials for gate) at the unit price of <u>\$ 374,125.00</u> per Each	1 EA	\$ <u>374,125.00</u>
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE Add'l Info: CBC 100 at the unit price of <u>\$ 282,785.00</u> per Each	1 EA	\$ <u>282,785.00</u>
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE Add'l Info: CBC 1 at the unit price of <u>\$ 84,850.00</u> per Each	1 EA	\$ <u>84,850.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE Add'l Info: CBC 3 at the unit price of <u>\$ 123,935.00</u> per Each	1 EA	\$ <u>123,935.00</u>
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE Add'l Info: CBC 4 at the unit price of <u>\$ 156,300.00</u> per Each	1 EA	\$ <u>156,300.00</u>
34-12.9	ADJUST UTILITY LIDS Add'l Info: Sanitary Manhole Lids and Valve Boxes at the unit price of <u>\$ 614.00</u> per Each	12 EA	\$ <u>7,368.00</u>
34-15.1a	SANITARY SEWER TAP LOCATION AND VERIFICATION at the unit price of <u>\$ 814.00</u> per Each	10 EA	\$ <u>8,140.00</u>
34-15.3	UTILITY EXPLORATORY INVESTIGATION at the unit price of <u>\$ 510.00</u> per Each	15 EA	\$ <u>7,650.00</u>
34-16.1b	#14 INLET (L=9') at the unit price of <u>\$ 18,550.00</u> per Each	1 EA	\$ <u>18,550.00</u>
34-16.1c	#14 INLET (L=12') at the unit price of <u>\$ 26,670.00</u> per Each	2 EA	\$ <u>53,340.00</u>
34-16.4a	TRIPLE #16 INLET WITH OPEN THROAT at the unit price of <u>\$ 23,995.00</u> per Each	4 EA	\$ <u>95,980.00</u>
34-16.4a	TRIPLE #16 INLET WITH OPEN THROAT Add'l Info: Quadruple #16 Inlet with Open Throat at the unit price of <u>\$ 30,810.00</u> per Each	2 EA	\$ <u>61,620.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
34-17.3a	8" DIAMETER SANITARY SEWER BY-PASS PUMPING Add'l Info: Includes piping to bypass sanitary sewer and all associated appurtenances at the unit price of \$ 10.00 per Linear Foot	158 LF	\$ <u>1,580.00</u>
34-17.3b	10" DIAMETER SANITARY SEWER BY-PASS PUMPING Add'l Info: Includes piping to bypass sanitary sewer and all associated appurtenances at the unit price of \$ 3.15 per Linear Foot	493 LF	\$ <u>1,552.95</u>
34-17.3h	27" DIAMETER SANITARY SEWER BY-PASS PUMPING Add'l Info: Includes piping to bypass sanitary sewer and all associated appurtenances at the unit price of \$ 1,920.00 per Linear Foot	17 LF	\$ <u>32,640.00</u>
34-18.2c	CLEANING OF 12" DIAMETER STORM SEWER PIPE at the unit price of \$ 22.00 per Linear Foot	165 LF	\$ <u>3,630.00</u>
40-3	SODDING at the unit price of \$ 2.00 per Square Foot	127 SF	\$ <u>254.00</u>
40-4b	RELOCATE EXISITING SPRINKLER LINE at the unit price of \$ 25.00 per Linear Foot	127 LF	\$ <u>3,175.00</u>
40-4b	RELOCATE EXISITING SPRINKLER LINE Add'l Info: Within Parkway at the unit price of \$ 26.00 per Linear Foot	169 LF	\$ <u>4,394.00</u>
40-5	INSTALL OR RELOCATE SPRINKLER SYSTEM Add'l Info: In new parkway area at the unit price of \$ 9,690.00 per Lump Sum	1 LS	\$ <u>9,690.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
41-1	TRAFFIC CONTROL at the unit price of <u>\$ 196,165.00</u> per Lump Sum	1 LS	\$ <u>196,165.00</u>
43-1b	STORM WATER MANAGEMENT (SCENARIO 2) See SCS 23.0 at the unit price of <u>\$ 83,155.00</u> per Lump Sum	1 LS	\$ <u>83,155.00</u>
44-1	DEWATERING at the unit price of <u>\$ 101,070.00</u> per Lump Sum	1 LS	\$ <u>101,070.00</u>
45-2	QUALITY CONTROL TESTING at the unit price of <u>\$ 32,875.00</u> per Lump Sum	1 LS	\$ <u>32,875.00</u>
46-2	EPOXY PAVEMENT MARKING Add'l Info: White at the unit price of <u>\$ 12.00</u> per Square Foot	813 SF	\$ <u>9,756.00</u>
46-2	EPOXY PAVEMENT MARKING Add'l Info: Yellow at the unit price of <u>\$ 4.00</u> per Square Foot	468 SF	\$ <u>1,872.00</u>
46-4	PREFORMED PLASTIC PAVEMENT MARKING Add'l Info: Type 1 (Inlaid) at the unit price of <u>\$ 18.75</u> per Square Foot	1,438 SF	\$ <u>26,962.50</u>
47-1	CONSTRUCTION SURVEYING at the unit price of <u>\$ 40,200.00</u> per Lump Sum	1 LS	\$ <u>40,200.00</u>
47-2	SURVEY MONUMENTATION Add'l Info: Includes locating existing monuments at the unit price of <u>\$ 1,935.00</u> per Each	2 EA	\$ <u>3870.00</u>
50-1	MOBILIZATION at the unit price of <u>\$ 163,575.00</u> per Lump Sum	1 LS	\$ <u>163,575.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
32-92.23.01	PARKS SPEC SODDING (NOT WETLAND) KENTUCKY BLUEGRASS, Certified Installer & Certified Pesticide applicator included *****in development*** Add'l Info: Base Bid at the unit price of \$ <u>1.95</u> per Square Foot	8,222 SF	\$ <u>16,032.90</u>
<u>01-21.16.03</u>	<u>ALLOWANCE FOR UNIFORMED TRAFFIC CONTROL (HOURLY)</u> <u>at the unit price of</u> <u>\$ 78,000 per Allowance Account</u>	<u>1 AA\$</u>	<u>\$ 78,000</u>
01-21.16.01	ALLOWANCE FOR TREE REMOVAL, TRIMMING/ REPLACEMENT AND DISPOSAL - SEE PROJECT SPECIAL PROVISIONS at the unit price of \$ <u>50,000</u> per Allowance Account	1 AA\$	\$ <u>50,000</u>
01-21.26.02	ALLOWANCE FOR GROUND WATER TREATMENT CONSUMABLES MONTHLY- SEE PROJECT SPECIAL PROVISIONS Add'l Info: 9 mos. @ \$50,000 at the unit price of \$ <u>450,000</u> per Allowance Account	1 AA\$	\$ <u>450,000</u>
01-21.27.01	Pneumatic Gate Allowance Account Add'l Info: Obermeyer Gate (procurement of materials) at the unit price of \$ <u>41,200</u> per Allowance Account	1 AA\$	\$ <u>41,200</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
<u>E. 16th Avenue System, Ph1 - Add Alt 1</u>			
34-17.08.20	STORM SEWER BYPASS Add'l Info: Includes removal of bypass facilities installed with the base bid in Batavia at the unit price of \$ <u>8430.00</u> per Lump Sum	1 LS	\$ <u>8430.00</u>
2-1.2a	REMOVE 6" CONCRETE CURB AND/OR GUTTER Add'l Info: Includes excavation behind the curb at the unit price of \$ <u>8.00</u> per Linear Foot	935 LF	\$ <u>7480.00</u>
2-1.4	REMOVE SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP at the unit price of \$ <u>5.00</u> per Square Foot	461 SF	\$ <u>2305.00</u>
2-2.1	REMOVE CONCRETE SIDEWALK at the unit price of \$ <u>6.00</u> per Square Foot	391 SF	\$ <u>2346.00</u>
2-3.3	REMOVE CONCRETE ALLEY PAVING Add'l Info: Includes alley gutter and alley returns at the unit price of \$ <u>7.00</u> per Square Foot	557 SF	\$ <u>3899.00</u>
2-11.1a	REMOVE EXISTING 8" SANITARY SEWER PIPE Add'l Info: VCP at the unit price of \$ <u>114.00</u> per Linear Foot	120 LF	\$ <u>13680.00</u>
2-11.2c	REMOVE EXISTING 12" STORM SEWER PIPE at the unit price of \$ <u>62.00</u> per Linear Foot	59 LF	\$ <u>3658.00</u>
2-11.2e	REMOVE EXISTING 18" STORM SEWER PIPE at the unit price of \$ <u>118.00</u> per Linear Foot	117 LF	\$ <u>13806.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
2-11.5a	ABANDON EXISTING 8" SEWER PIPE Add'l Info: Includes capping the line at 17th and Albion at the unit price of <u>\$ 26.00</u> per Linear Foot	109 LF	\$ <u>2834.00</u>
2-11.5c	ABANDON EXISTING 12" SEWER PIPE Add'l Info: Includes 15" and unknown size sewer pipe at the unit price of <u>\$ 322.00</u> per Linear Foot	8 LF	\$ <u>2576.00</u>
2-12.1	REMOVE EXISTING SANITARY MANHOLE at the unit price of <u>\$ 4170.00</u> per Each	1 EA	\$ <u>4170.00</u>
2-13.1	REMOVE EXISTING STORM INLET at the unit price of <u>\$ 2085.00</u> per Each	1 EA	\$ <u>2085.00</u>
2-13.1	REMOVE EXISTING STORM INLET Add'l Info: Abandoned inlet at 17th and Albion at the unit price of <u>\$ 2230.00</u> per Each	1 EA	\$ <u>2230.00</u>
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN Add'l Info: Remove and reset at the unit price of <u>\$ 267.00</u> per Each	8 EA	\$ <u>2136.00</u>
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN Add'l Info: New sign - sign panel (class I) at the unit price of <u>\$ 400.00</u> per Each	1 EA	\$ <u>400.00</u>
2-20a	REMOVE TROLLEY TRACKS at the unit price of <u>\$ 41.00</u> per Linear Foot	1,100 LF	\$ <u>45100.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
02-22.13 <u>02-221301</u>	VIBRATION ASSESSMENT VIBRATION MONITORING AND PUBLIC OUTREACH at the unit price of \$ 19450.00 per Lump Sum <u>Add'l Info: See addendum #2 for supplemental measurement and payment for pay item 02-221301 – Vibration Monitoring and Public Outreach</u>	1 LS	\$ <u>19450.00</u>
02-22.13.01a <u>02-221301a</u>	PRE-CONSTRUCTION FACILITY CONDITION ASSESSMENT –Marion Street System, Phase 1 at the unit price of \$ 3900.00 per Lump Sum <u>Add'l Info: See addendum #2 for supplemental measurement and payment for pay item 02-221301a – pre-construction facility condition assessment</u>	1 LS	\$ <u>3900.00</u>
2-23	REMOVE DECORATIVE LANDSCAPING Add'l Info: Applies to existing grass in tear drop areas between curb ramps, includes placing back at the unit price of \$ 3190.00 per Lump Sum	1 LS	\$ <u>3190.00</u>
02-71.00.02	GROUND WATER TREATMENT EQUIPMENT & OPERATIONS MONTHLY - SEE PROJECT SPECIAL PROVISIONS at the unit price of \$ 15430.00 per Month	3 MO	\$ <u>46290.00</u>
3-4	ROCK EXCAVATION at the unit price of \$ 27.00 per Cubic Yard	351 CY	\$ <u>9477.00</u>
3-7a	HEALTH & SAFETY PLAN at the unit price of \$ 3740.00 per Lump Sum	1 LS	\$ <u>3740.00</u>
3-7b	MATERIAL MANAGEMENT PLAN at the unit price of \$ 3740.00 per Lump Sum	1 LS	\$ <u>3740.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
5-2a	SUBGRADE MATERIAL (SELECT BACKFILL) at the unit price of <u>\$ 30.00</u> per Ton	5,000 TON	\$ <u>150000.00</u>
5-8	CRUSHED GRAVEL BASE COURSE (CDOT CLASS 6 ROAD BASE) Add'l Info: Assumed to be placed under all roadway pavement, curb and gutter, and driveways/ alleys at the unit price of <u>\$ 26.00</u> per Ton	1,158 TON	\$ <u>30108.00</u>
8-1.1b	6" DIP AWWA C151, CLASS 50 WATER LINE Add'l Info: Includes connections to existing water lines at the unit price of <u>\$ 205.00</u> per Linear Foot	555 LF	\$ <u>113775.00</u>
8-1.2b	INSTALL 6" WATER VALVE at the unit price of <u>\$ 1600.00</u> per Each	6 EA	\$ <u>9600.00</u>
8-1.4a	4" TEMPORARY WATER MAIN BYPASS Add'l Info: Includes temporary tap, must be Certa-Lok (or similar) pipe per Denver Water standards at the unit price of <u>\$ 52.00</u> per Linear Foot	534 LF	\$ <u>27768.00</u>
8-1.5a	LEAD SERVICE LINE REPLACEMENT, <2" ID Add'l Info: To be used at the discretion of the construction PM if deemed necessary, price of non-lead water services is included in the cost to install waterline at the unit price of <u>\$ 80.00</u> per Linear Foot	175 LF	\$ <u>14000.00</u>
12-1.1	6" CURB AND GUTTER 2' PAN (CDOT T2, IIB) at the unit price of <u>\$ 87.00</u> per Linear Foot	948 LF	\$ <u>82476.00</u>
12-1.8	SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP at the unit price of <u>\$ 23.50</u> per Square Foot	396 SF	\$ <u>9306.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
12-2.1	CONCRETE SIDEWALK at the unit price of \$ <u>18.00</u> per Square Foot	531 SF	\$ <u>9558.00</u>
12-5.5	CONCRETE ALLEY PAVING Add'l Info: 8" concrete paving per 10.1, includes alley returns and alley gutter at the unit price of \$ <u>23.00</u> per Square Foot	687 SF	\$ <u>15801.00</u>
16-3	CHAIN LINK FENCE Add'l Info: Assumed reuse of fencing, for use with 01-56.39.03 at the unit price of \$ <u>5.50</u> per Linear Foot	700 LF	\$ <u>3850.00</u>
20-2be	ASPHALT SURFACE COURSE, SX, RAP 20%, N=75, 64-22. at the unit price of \$ <u>9.50</u> per Square-Yard Inch	3,309 SY-IN	\$ <u>31435.50</u>
20-3be	ASPHALT BASE COURSE, SG, RAP 20%, N=75, 64-22. at the unit price of \$ <u>9.55</u> per Square-Yard Inch	12,203 SY-IN	\$ <u>116538.65</u>
22-1	EARTHWORK Add'l Info: for roadway grading at the unit price of \$ <u>7.10</u> per Square Yard	1,500 SY	\$ <u>10650.00</u>
33-05.26.01	EXISTING UTILITY LOCATION/COORDINATION/ RELOCATION AND/OR ADJUSTMENT at the unit price of \$ <u>6775.00</u> per Lump Sum	1 LS	\$ <u>6775.00</u>
34-2.3e	18" DIAMETER C-76 RCP, CLASS III at the unit price of \$ <u>305.00</u> per Linear Foot	59 LF	\$ <u>17995.00</u>
34-6.2	PRECAST RCBC (SPECIAL SIZE AND/OR DESIGN) Add'l Info: 6'x12' at the unit price of \$ <u>6765.00</u> per Linear Foot	317 LF	\$ <u>2144505.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
34-6.2	PRECAST RCBC (SPECIAL SIZE AND/OR DESIGN) Add'l Info: 12'x6' at the unit price of \$ 4055.00 per Linear Foot	60 LF	\$ <u>243300.00</u>
34-7.1a	8" DIAMETER PVC PIPE Add'l Info: 8" solid wall PVC, ASTM D-3034 SDR 35, includes service reconnections at the unit price of \$ 356.00 per Linear Foot	59 LF	\$ <u>21004.00</u>
34-12.1a	4' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE Add'l Info: Sanitary manhole at the unit price of \$ 10030.00 per Each	1 EA	\$ <u>10030.00</u>
34-12.1a	4' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE Add'l Info: Sanitary manhole, Cast-in-place at the unit price of \$ 12975.00 per Each	1 EA	\$ <u>12975.00</u>
34-12.1c	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE at the unit price of \$ 10085.00 per Each	1 EA	\$ <u>10085.00</u>
34-12.1d	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & FLAT TOP at the unit price of \$ 11025.00 per Each	1 EA	\$ <u>11025.00</u>
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE Add'l Info: CBC 5 at the unit price of \$ 205145.00 per Each	1 EA	\$ <u>205145.00</u>
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE Add'l Info: CBC 6 at the unit price of \$ 247815.00 per Each	1 EA	\$ <u>247815.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
34-12.9	ADJUST UTILITY LIDS Add'l Info: Sanitary manhole lids and valve boxes at the unit price of \$ <u>635.00</u> per Each	2 EA	\$ <u>1270.00</u>
34-15.1a	SANITARY SEWER TAP LOCATION AND VERIFICATION Add'l Info: Locate and verify sanitary services at the unit price of \$ <u>842.00</u> per Each	10 EA	\$ <u>8420.00</u>
34-15.3	UTILITY EXPLORATORY INVESTIGATION at the unit price of \$ <u>660.00</u> per Each	6 EA	\$ <u>3960.00</u>
34-16.3a	DOUBLE #16 INLET WITH OPEN THROAT at the unit price of \$ <u>22245.00</u> per Each	1 EA	\$ <u>22245.00</u>
34-16.4a	TRIPLE #16 INLET WITH OPEN THROAT at the unit price of \$ <u>24980.00</u> per Each	1 EA	\$ <u>24980.00</u>
34-17.3a	8" DIAMETER SANITARY SEWER BY-PASS PUMPING Add'l Info: Includes piping to bypass sanitary sewer and all associated appurtenances at the unit price of \$ <u>250.00</u> per Linear Foot	53 LF	\$ <u>13250.00</u>
40-3	SODDING at the unit price of \$ <u>2.00</u> per Square Foot	776 SF	\$ <u>1552.00</u>
40-4b	RELOCATE EXISITING SPRINKLER LINE at the unit price of \$ <u>26.70</u> per Linear Foot	180 LF	\$ <u>4806.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
40-4b	RELOCATE EXISTING SPRINKLER LINE Add'l Info: In existing parkway at the unit price of \$ <u>26.70</u> per Linear Foot	454 LF	\$ <u>12121.80</u>
41-1	TRAFFIC CONTROL at the unit price of \$ <u>78240.00</u> per Lump Sum	1 LS	\$ <u>78240.00</u>
43-1b	STORM WATER MANAGEMENT (SCENARIO 2) See SCS 23.0 at the unit price of \$ <u>40310.00</u> per Lump Sum	1 LS	\$ <u>40310.00</u>
44-1	DEWATERING at the unit price of \$ <u>20958.00</u> per Lump Sum	1 LS	\$ <u>20958.00</u>
45-2	QUALITY CONTROL TESTING at the unit price of \$ <u>11870.00</u> per Lump Sum	1 LS	\$ <u>11870.00</u>
46-2	EPOXY PAVEMENT MARKING Add'l Info: White at the unit price of \$ <u>4.00</u> per Square Foot	26 SF	\$ <u>104.00</u>
47-1	CONSTRUCTION SURVEYING at the unit price of \$ <u>16362.37</u> per Lump Sum	1 LS	\$ <u>16362.37</u>
47-2	SURVEY MONUMENTATION at the unit price of \$ <u>2003.58</u> per Each	1 EA	\$ <u>2003.58</u>
50-1	MOBILIZATION at the unit price of \$ <u>59527.53</u> per Lump Sum	1 LS	\$ <u>59527.53</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
32-92.23.01	PARKS SPEC SODDING (NOT WETLAND) KENTUCKY BLUEGRASS, Certified Installer & Certified Pesticide applicator included *****in development*** Add'l Info: Bid Alt 1 at the unit price of \$ <u>2.00</u> per Square Foot	1,359 SF	\$ <u>2718.00</u>
01-21.16.01	ALLOWANCE FOR TREE REMOVAL, TRIMMING/ REPLACEMENT AND DISPOSAL - SEE PROJECT SPECIAL PROVISIONS at the unit price of \$ <u>20000.00</u> per Allowance Account	1 AA\$	\$ <u>20,000</u>
01-21.26.02	ALLOWANCE FOR GROUND WATER TREATMENT CONSUMABLES MONTHLY- SEE PROJECT SPECIAL PROVISIONS at the unit price of \$ <u>150000</u> per Allowance Account	1 AA\$	\$ <u>150,000</u>

E. 16th Avenue System, Ph1 - Add Alt 2

34-17.08.20	STORM SEWER BYPASS Add'l Info: Includes removal of bypass facilities installed with the base bid in Batavia at the unit price of \$ <u>39460.00</u> per Lump Sum	1 LS	\$ <u>39460.00</u>
2-1.2a	REMOVE 6" CONCRETE CURB AND/OR GUTTER Add'l Info: Includes excavation behind the curb at the unit price of \$ <u>8.00</u> per Linear Foot	1,704 LF	\$ <u>13632.00</u>
2-1.4	REMOVE SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP at the unit price of \$ <u>5.50</u> per Square Foot	1,111 SF	\$ <u>6110.50</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
2-2.1	REMOVE CONCRETE SIDEWALK at the unit price of \$ <u>5.00</u> per Square Foot	1,326 SF	\$ <u>6630.00</u>
2-2.2	REMOVE CONCRETE DRIVEWAY PAVING at the unit price of \$ <u>5.50</u> per Square Foot	1,421 SF	\$ <u>7815.50</u>
2-3.3	REMOVE CONCRETE ALLEY PAVING Add'l Info: Includes alley gutter and alley returns at the unit price of \$ <u>6.50</u> per Square Foot	1,472 SF	\$ <u>9568.00</u>
2-11.1a	REMOVE EXISTING 8" SANITARY SEWER PIPE Add'l Info: VCP at the unit price of \$ <u>82.50</u> per Linear Foot	240 LF	\$ <u>19800.00</u>
2-11.1h	REMOVE EXISTING 27" SANITARY SEWER PIPE Add'l Info: VCP, CIPP Lined at the unit price of \$ <u>82.00</u> per Linear Foot	194 LF	\$ <u>15908.00</u>
2-11.2c	REMOVE EXISTING 12" STORM SEWER PIPE at the unit price of \$ <u>113.00</u> per Linear Foot	119 LF	\$ <u>13447.00</u>
2-11.2d	REMOVE EXISTING 15" STORM SEWER PIPE at the unit price of \$ <u>114.00</u> per Linear Foot	59 LF	\$ <u>6726.00</u>
2-11.2e	REMOVE EXISTING 18" STORM SEWER PIPE at the unit price of \$ <u>86.00</u> per Linear Foot	238 LF	\$ <u>20468.00</u>
2-11.2n	REMOVE EXISTING 48" STORM SEWER PIPE Add'l Info: Includes 45" storm sewer pipe (brick) at the unit price of \$ <u>105.00</u> per Linear Foot	140 LF	\$ <u>14700.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
2-11.5c	ABANDON EXISTING 12" SEWER PIPE Add'l Info: Includes 15" Sewer Pipe at the unit price of \$ 25.00 per Linear Foot	129 LF	\$ 3225.00
2-12.1	REMOVE EXISTING SANITARY MANHOLE at the unit price of \$ 3995.00 per Each	2 EA	\$ 7990.00
2-12.2	REMOVE EXISTING STORM MANHOLE at the unit price of \$ 3995.00 per Each	1 EA	\$ 3995.00
2-13.1	REMOVE EXISTING STORM INLET at the unit price of \$ 1980.00 per Each	10 EA	\$ 19800.00
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN Add'l Info: Remove and reset at the unit price of \$ 267.00 per Each	13 EA	\$ 3471.00
02-22.13 <u>02-221301</u>	VIBRATION ASSESSMENT <u>VIBRATION MONITORING AND PUBLIC OUTREACH</u> at the unit price of \$ 17150.00 per Lump Sum <u>Add'l Info: See addendum #2 for supplemental measurement and payment for pay item 02-221301 – Vibration Monitoring and Public Outreach</u>	1 LS	\$ 17150.00
02-22.13.01a <u>02-221301a</u>	PRE-CONSTRUCTION FACILITY CONDITION ASSESSMENT – Marion Street System, Phase 1 at the unit price of \$ 2970.00 per Lump Sum <u>Add'l Info: See addendum #2 for supplemental measurement and payment for pay item 02-221301a = pre-construction facility condition assessment</u>	1 LS	\$ 2970.00

Item No.	Description and Price	Estimated Quantity	Estimated Cost
2-23	REMOVE DECORATIVE LANDSCAPING Add'l Info: Tear drop areas between curb ramps, includes putting back in place at the unit price of \$ <u>5860.00</u> per Lump Sum	1 LS	\$ <u>5860.00</u>
02-71.00.02	GROUND WATER TREATMENT EQUIPMENT & OPERATIONS MONTHLY - SEE PROJECT SPECIAL PROVISIONS at the unit price of \$ <u>2805.00</u> per Month	2 MO	\$ <u>5610.00</u>
3-4	ROCK EXCAVATION at the unit price of \$ <u>26.00</u> per Cubic Yard	160 CY	\$ <u>4160.00</u>
3-7a	HEALTH & SAFETY PLAN at the unit price of \$ <u>3740.00</u> per Lump Sum	1 LS	\$ <u>3740.00</u>
<u>5-2a</u>	<u>SUBGRADE MATERIAL (SELECT BACKFILL)</u> at the unit price of \$ <u>30.50</u> per Ton	<u>6,500 TON</u>	\$ <u>198250.00</u>
<u>5-7</u>	<u>CONTROLLED LOW STRENGTH MATERIALS (CLSM)</u> Add'l Info: For open cut excavation backfill in Colorado Blvd at Batavia Place as approved by City Project Manager at the unit price of \$ <u>175.00</u> per Cubic Yard	<u>50 CY</u>	\$ <u>8750.00</u>
5-8	CRUSHED GRAVEL BASE COURSE (CDOT CLASS 6 ROAD BASE) at the unit price of \$ <u>26.00</u> per Ton	2,350 TON	\$ <u>61100.00</u>
8-1.1b	6" DIP AWWA C151, CLASS 50 WATER LINE Add'l Info: includes connection to existing water lines at the unit price of \$ <u>251.00</u> per Linear Foot	472 LF	\$ <u>118472.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
8-1.2b	INSTALL 6" WATER VALVE at the unit price of \$ <u>1600.00</u> per Each	4 EA	\$ <u>6400.00</u>
8-1.4a	4" TEMPORARY WATER MAIN BYPASS Add'l Info: Includes temporary tap at the unit price of \$ <u>44.00</u> per Linear Foot	720 LF	\$ <u>31680.00</u>
8-1.5a	LEAD SERVICE LINE REPLACEMENT, <2" ID Add'l Info: Only if needed at the unit price of \$ <u>77.00</u> per Linear Foot	248 LF	\$ <u>19096.00</u>
12-1.1	6" CURB AND GUTTER 2' PAN (CDOT T2, IIB) at the unit price of \$ <u>80.00</u> per Linear Foot	1,610 LF	\$ <u>128800.00</u>
12-1.8	SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP at the unit price of \$ <u>22.00</u> per Square Foot	1,158 SF	\$ <u>25476.00</u>
12-2.1	CONCRETE SIDEWALK at the unit price of \$ <u>17.00</u> per Square Foot	1,494 SF	\$ <u>25398.00</u>
12-5.1	CONCRETE DRIVEWAY PAVING at the unit price of \$ <u>18.00</u> per Square Foot	1,438 SF	\$ <u>25884.00</u>
12-5.5	CONCRETE ALLEY PAVING Add'l Info: 8" Concrete Paving per 10.1, includes alley gutters and alley returns at the unit price of \$ <u>23.00</u> per Square Foot	1,467 SF	\$ <u>33741.00</u>
12-6	CONCRETE MEDIAN STRIP Add'l Info: Concrete median cover material at the unit price of \$ <u>21.00</u> per Square Foot	374 SF	\$ <u>7854.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
16-3	CHAIN LINK FENCE Add'l Info: For use with 01-56.39.03 at the unit price of \$ 6.00 per Linear Foot	550 LF	\$ <u>3300.00</u>
20-2be	ASPHALT SURFACE COURSE, SX, RAP 20%, N=75, 64-22. at the unit price of \$ 12.50 per Square-Yard Inch	7,704 SY-IN	\$ <u>96300.00</u>
20-3be	ASPHALT BASE COURSE, S, RAP 20%, N=75, 64-22. at the unit price of \$ 9.50 per Square-Yard Inch	21,252 SY-IN	\$ <u>201894.00</u>
22-1	EARTHWORK at the unit price of \$ 5.75 per Square Yard	2,953 SY	\$ <u>16979.75</u>
33-05.26.01	EXISTING UTILITY LOCATION/COORDINATION/RELOCATION AND/OR ADJUSTMENT at the unit price of \$ 6775.00 per Lump Sum	1 LS	\$ <u>6775.00</u>
34-2.3e	18" DIAMETER C-76 RCP, CLASS III at the unit price of \$ 371.00 per Linear Foot	131 LF	\$ <u>48601.00</u>
34-2.3g	24" DIAMETER C-76 RCP, CLASS III at the unit price of \$ 528.00 per Linear Foot	60 LF	\$ <u>31680.00</u>
34-2.3k	36" DIAMETER C-76 RCP, CLASS III at the unit price of \$ 691.00 per Linear Foot	52 LF	\$ <u>35932.00</u>
34-2.3n	48" DIAMETER C-76 RCP, CLASS III at the unit price of \$ 832.00 per Linear Foot	48 LF	\$ <u>39936.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
34-6.2	PRECAST RCBC (SPECIAL SIZE AND/OR DESIGN) Add'l Info: 12' x 6' at the unit price of \$ 3775.00 per Linear Foot	251 LF	*947,525.00 \$ <u>942505.00</u>
			Approved edit D.Abbott
34-7.1a	8" DIAMETER PVC PIPE Add'l Info: Includes service reconNECTIONS at the unit price of \$ 211.00 per Linear Foot	301 LF	\$ <u>63511.00</u>
34-7.1h	27" DIAMETER PVC PIPE at the unit price of \$ 282.00 per Linear Foot	186 LF	\$ <u>52452.00</u>
34-11.9j	42" RPMP BY OPEN CUT (for SN & PN see additional notes) Add'l Info: For tie-in to existing brick pipe on Batavia at the unit price of \$ 935.00 per Linear Foot	20 LF	\$ <u>18700.00</u>
34-12.1a	4' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE at the unit price of \$ 10035.00 per Each	1 EA	\$ <u>10035.00</u>
34-12.1a	4' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE Add'l Info: Cast-in-place at the unit price of \$ 13225.00 per Each	3 EA	\$ <u>39675.00</u>
34-12.1c	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE at the unit price of \$ 8415.00 per Each	5 EA	\$ <u>42075.00</u>
34-12.1d	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & FLAT TOP at the unit price of \$ 11265.00 per Each	1 EA	\$ <u>11265.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
34-12.2a	5' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE at the unit price of \$ <u>9930.00</u> per Each	1 EA	\$ <u>9930.00</u>
34-12.3c	6' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE at the unit price of \$ <u>15540.00</u> per Each	2 EA	\$ <u>31080.00</u>
34-12.4a	CAST-IN-PLACE TYPE B MANHOLE WITH TYPE A TOP SLAB at the unit price of \$ <u>25780.00</u> per Each	1 EA	\$ <u>25780.00</u>
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE Add'l Info: Precast RCBC 45 degree bends/transitions at Sta. 304+94 at the unit price of \$ <u>64515.00</u> per Each	1 EA	\$ <u>64515.00</u>
34-12.9	ADJUST UTILITY LIDS Add'l Info: Sanitary Manhole Lids and Valve Boxes at the unit price of \$ <u>634.00</u> per Each	5 EA	\$ <u>3170.00</u>
34-15.1a	SANITARY SEWER TAP LOCATION AND VERIFICATION at the unit price of \$ <u>1050.00</u> per Each	24 EA	\$ <u>25200.00</u>
34-15.3	UTILITY EXPLORATORY INVESTIGATION at the unit price of \$ <u>525.00</u> per Each	10 EA	\$ <u>5250.00</u>
34-16.1a	#14 INLET (L=6') at the unit price of \$ <u>19175.00</u> per Each	2 EA	\$ <u>38350.00</u>
34-16.1b	#14 INLET (L=9') at the unit price of \$ <u>19175.00</u> per Each	1 EA	\$ <u>19175.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
34-16.1c	#14 INLET (L=12') at the unit price of \$ <u>27550.00</u> per Each	1 EA	\$ <u>27550.00</u>
34-16.3a	DOUBLE #16 INLET WITH OPEN THROAT at the unit price of \$ <u>22355.00</u> per Each	2 EA	\$ <u>44710.00</u>
34-16.4a	TRIPLE #16 INLET WITH OPEN THROAT at the unit price of \$ <u>26155.00</u> per Each	8 EA	\$ <u>209240.00</u>
34-16.4a	TRIPLE #16 INLET WITH OPEN THROAT Add'l Info: Quadruple #16 at the unit price of \$ <u>30420.00</u> per Each	1 EA	\$ <u>30420.00</u>
34-17.3a	8" DIAMETER SANITARY SEWER BY-PASS PUMPING Add'l Info: Includes piping to bypass sanitary sewer and all associated appurtenances at the unit price of \$ <u>146.00</u> per Linear Foot	273 LF	\$ <u>39858.00</u>
34-17.3h	27" DIAMETER SANITARY SEWER BY-PASS PUMPING Add'l Info: Includes piping to bypass sanitary sewer and all associated appurtenances at the unit price of \$ <u>108.00</u> per Linear Foot	169 LF	\$ <u>18252.00</u>
40-3	SODDING at the unit price of \$ <u>2.00</u> per Square Foot	2,948 SF	\$ <u>5896.00</u>
40-4b	RELOCATE EXISITING SPRINKLER LINE Add'l Info: If needed for tree lawns at the unit price of \$ <u>27.00</u> per Linear Foot	730 LF	\$ <u>19710.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
41-1	TRAFFIC CONTROL at the unit price of \$ <u>78240.00</u> per Lump Sum	1 LS	\$ <u>78240.00</u>
43-1b	STORM WATER MANAGEMENT (SCENARIO 2) See SCS 23.0 at the unit price of \$ <u>48725.00</u> per Lump Sum	1 LS	\$ <u>48725.00</u>
44-1	DEWATERING at the unit price of \$ <u>16125.00</u> per Lump Sum	1 LS	\$ <u>16125.00</u>
45-2	QUALITY CONTROL TESTING at the unit price of \$ <u>13775.00</u> per Lump Sum	1 LS	\$ <u>13775.00</u>
47-1	CONSTRUCTION SURVEYING at the unit price of \$ <u>26180.00</u> per Lump Sum	1 LS	\$ <u>26180.00</u>
47-2	SURVEY MONUMENTATION Add'l Info: Includes locating existing monuments at the unit price of \$ <u>2000.00</u> per Each	2 EA	\$ <u>4000.00</u>
50-1	MOBILIZATION at the unit price of \$ <u>59575.00</u> per Lump Sum	1 LS	\$ <u>59575.00</u>
01-21.16.01	ALLOWANCE FOR TREE REMOVAL, TRIMMING/ REPLACEMENT AND DISPOSAL - SEE PROJECT SPECIAL PROVISIONS at the unit price of \$ <u>20000.00</u> per Allowance Account	1 AA\$	\$ <u>20,000</u>
01-21.26.02	ALLOWANCE FOR GROUND WATER TREATMENT CONSUMABLES MONTHLY- SEE PROJECT SPECIAL PROVISIONS at the unit price of \$ <u>100000.00</u> per Allowance Account	1 AA\$	\$ <u>100,000</u>

Enter totals from QuestCDN Bid Worksheet below:

Base Bid Subtotal Amount (34-41.13.02 through 01-21.27.01 (~~One Hundred and Eleven [111]~~ total bid items)) \$ 9,743,223.00
One Hundred and Fourteen [114]
 Textura ® Fee from table on Page BF-3 (based on Bid Items Total Amount) \$ ~~12,220.00~~
 Base Bid Items Total Amount plus Textura® Fee equals Total Bid Amount \$ ~~9,755,443.00~~

Textura fee increase with Add Alt 1, See below.

Base Bid + Textura Fee Total:
~~Nine million, Seven hundred and fifty five thousand and four hundred forty three dollars~~
 Dollars (\$ ~~9,755,443.00~~)

Enter totals from QuestCDN Bid Worksheet below:

Base Bid Subtotal Amount (34-41.13.02 through 01-21.27.01 (~~One Hundred and Eleven [111]~~ total bid items)) \$ 9,743,223.00
One Hundred and Fourteen [114]
 AddAlt 1 Subtotal (34-17.08.20 through 01-21.26.02, ~~Sixty-Seven [67]~~ bid items) \$ 4,257,140.43
Sixty-Eight [68]
 Textura ® Fee from table on Page BF-3 (Based on Base Bid Subtotal Amount plus AddAlt 1 Subtotal) \$ 20,345.00
 *\$14,020,708.43
 Base Bid Subtotal Amount plus AddAlt 1 Subtotal plus Textura® Fee equals Total Bid Amount \$ 10,188,708.43

Add Alt 1 ACCEPTED

*Final contract amount with Add Alt 1

*Fourteen Million Twenty Thousand Seven Hundred Eight Dollars and Forty
Base Bid + AddAlt 1 +Textura Fee Three Cents
~~Ten Million, one hundred eighty eight thousand, seven hundred and eight dollars and 43/100 dollars~~
 Dollars (\$ 10,188,708.43)
 *\$14,020,708.43

JF

Enter totals from QuestCDN Bid Worksheet below:

Base Bid Subtotal Amount (34-41.13.02 through 01-21.27.01 (~~One Hundred and Eleven [111]~~ total bid items)) \$ 9,743,223.00
One Hundred and Fourteen [114]
 AddAlt 1 Subtotal (34-17.08.20 through 01-21.26.02, ~~Sixty-Seven [67]~~ bid items) \$ 4,257,140.43
Sixty-Eight [68]

Approved edits. D. Abbott

Add Alt 2 was not accepted.

AddAlt 2 Subtotal (34-17.08.20 through 01-21.26.02, ~~Seventy~~ Seventy-Nine [79] bid items) *\$3,594,478.75
 \$ 3,589,458.75

Textura ® Fee from table on Page BF-3 (Based on Base Bid Subtotal Amount plus AddAlt 1 Subtotal plus AddAlt 2 Subtotal) \$ ~~20,345.00~~

Base Bid Subtotal Amount plus AddAlt 1 Subtotal plus AddAlt 2 Subtotal plus Textura® Fee equals Total Bid Amount *\$17,615,187.20
 \$ 17,610,167.18

Approved edits.
D.Abbott

*Seventeen Million, Six Hundred and Fifteen Thousand One	
Base Bid + AddAlt 1 + AddAlt 2 + Textura Fee:	Hundred and Eighty-Seven Dollars and Twenty Cents
	Seventeen million, six hundred and ten thousand, one hundred sixty-seven and 18/100 dollars
	Dollars (\$ <u>17,610,167.18</u> *\$17,615,187.20)

JF
*See previous page for final correct total

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

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

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

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

Name: No Such Persons Name: No Such Persons

Address: _____ Address: _____

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

No Such Persons

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

Item of Work	Percent (%) of Total; Work	Proposed Subcontractor and Address
<u>Asphalt</u>	<u>7.19%</u>	<u>Chacon Paving, Inc., 1701 E 114th Pl, Northglenn, CO 80233</u>
<u>Flatwork</u>	<u>1.44%</u>	<u>Chacon Paving, Inc., 1701 E 114th Pl, Northglenn, CO 80233</u>
<u>Bypass Pumping</u>	<u>.51%</u>	<u>Sunbelt Rentals, 285 County Road 27, Brighton, CO 80603</u>
<u>Cast In Place Concrete</u>	<u>7.29%</u>	<u>Garza Concrete Structures, Inc. 7301 Ivy Street, Commerce City, CO 80022</u>
<u>Dewatering</u>	<u>.33%</u>	<u>Kelly Dewatering, 5175 Clay Ave, Wyoming</u>
<u>Traffic Signals</u>	<u>2.04%</u>	<u>Lumin 8 Transportation Technologies, 5920 Lamar St, Arvada CO 80003</u>
<u>Milling</u>	<u>.41%</u>	<u>Alpha Milling Company, 6015 W 56th Ave, Arvada, CO 80002</u>
<u>Preconstruction Assessment & Vibration Monitoring</u>	<u>.37%</u>	<u>Integrated Geotechnical Solutions, 585 James St, Littleton, CO 80126</u>
<u>Striping</u>	<u>.36%</u>	<u>American Striping LLC, 6829 S Dawson Cir, Centennial, CO 80112</u>
<u>Survey</u>	<u>.38%</u>	<u>Flatirons Surveying, 3825 Iris Ave Suite 395, Boulder, CO, 80301</u>
<u>Water Treatment</u>	<u>1.43%</u>	<u>Waste Management, 7780 E 96th Ave, Henderson, CO 80640</u>
<u>Traffic Control</u>	<u>1.71%</u>	<u>Colorado Barricade, 2295 S. Lipan St, Denver, CO 80223</u>
<u>Material Testing</u>	<u>.26%</u>	<u>Ground Engineering, 4179 Sinton Rd, Colorado Springs, CO 80907</u>
<u>Trucking</u>	<u>2%</u>	<u>Ralph Martinez Trucking, 7255 Ivanhoe St, Commerce City, CO 80022</u>
<u> </u>	<u> </u>	<u> </u>
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DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
1A - LIST OF PROPOSED SUBCONTRACTORS, SUBCONSULTANTS,
AND/OR SUPPLIERS

City & County of Denver Contract No.: 202056022

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

Contractor/Consultant		
Name of Firm: BT Construction, Inc.		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Kyle Cope		
Signature: 		Date: 12/17/2020
Address: 9885 Emporia St		
City: Henderson	State: CO	Zip: 80640
Phone: 303-469-0199	Email: kyle.cope@btconstruction.com	
Total Contract Value \$:	Self-Performing Contract Value \$:	

Subcontractors, Subconsultants, and/or Suppliers	
Name of Firm: Garza Concrete Structures, Inc. <input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: MJ Garza	
Phone: 303-289-3251	Email: mj@garzacs.com
Type of Service: Cast In Place Concrete	Contract Value \$: 710,000.00
Anticipated Start Date: 03/01/2021	Anticipated Completion Date: 03/31/2021

Name of Firm: Chacon Paving, Inc. <input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Jose Chacon	
Phone: 303-450-0616	Email: jose@chaconpavinginc.com
Type of Service: Asphalt & Flatwork	Contract Value \$: 840,000.00
Anticipated Start Date: 03/01/2021	Anticipated Completion Date: 03/31/2021

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

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

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

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

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

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

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

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

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

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

Business Address of Bidder: 9885 Emporia St

City, State, Zip Code: Henderson, CO, 80640

Telephone Number of Bidder: 303-469-0199

Fax No. 303-466-8309

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

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

33rd Street Outfall

For information relative thereto, please refer to:

Name: Dave Shaw

Title: Project Manager

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

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

Addenda Number 1 Date 11/03/2020

Addenda Number 2 Date 11/24/2020

Addenda Number 3 Date 12/07/2020

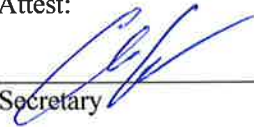
Dated this 17 day of December, 2020.

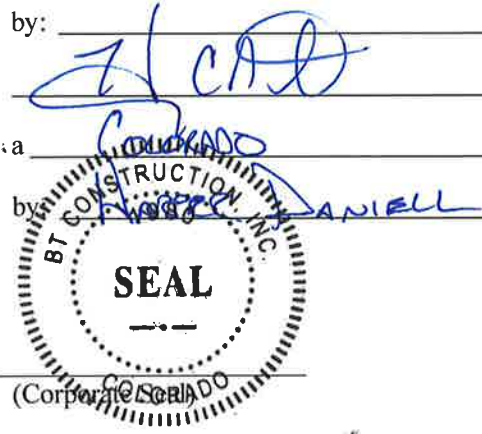
Signature of Bidder:

If an Individual: _____ doing business
as _____.

If a Partnership: _____
by: _____ General Partner.

If a Corporation: _____
a _____ Corporation,
by: _____, its President.

Attest:

Secretary



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

Firm: _____

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

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

Firm: _____

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

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

Firm: _____

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

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



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

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

COMPLETE IF YOU ARE A NON MWBE PRIME:

The City and County of Denver has specified a 15 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 15 % MWBE Participation on the contract.

COMPLETE IF YOU ARE A MWBE PRIME:

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

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

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

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

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

Firm's Representative: Kyle Cope

Title: Estimator

Signature (Firm's Representative): 

Date: 12/17/2020

Address: 9885 Emporia St

City: Henderson

State: CO

Zip: 80640

Phone: 303-469-0199

Email: kyle.cope@btconstruction.com

Revised 7/14/2020



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

Contract No.:

Project Name:

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

Bidder/Proposer (Name of Firm): BT Construction, Inc.	Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

Firm's Representative: Kyle Cope	Title: Estimator
----------------------------------	------------------

Signature (Firm's Representative):	Date: 12-17-2020
------------------------------------	------------------

Address: 9885 Emporia St

City: Henderson	State: CO	Zip: 80640
-----------------	-----------	------------

Phone: 303-469-0199	Email: kyle.cope@btconstruction.com
---------------------	-------------------------------------

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

Name of Firm: Garza Concrete Structures, Inc.	<input checked="" type="checkbox"/> MWBE(v) <input checked="" type="checkbox"/> SBE(v) <input type="checkbox"/> EBE(v) <input checked="" type="checkbox"/> DBE(v)
---	--

Firm's Representative: Manuel J Garza III (MJ)	Title: Vice President
--	-----------------------

Signature:	Manuel D Garza Jr / President	Date: December 16, 2020
------------	-------------------------------	-------------------------

Address: 7301 Ivy Street

City: Commerce City	State: CO	Zip: 80022
---------------------	-----------	------------

Phone: 303.289.3251	Email: mj@garzacs.com
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Scope of Work: Concrete structures

NAICS Code(s): 237110

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

\$ 710,000.00	%
	7.29

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

Name of Firm:

Firm's Representative: Title:

Signature: Date:

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

DSBO Version 1 Last Revised: June 5, 2020

Kyle Cope

From: City and County of Denver <denver@mwdbce.com>
Sent: Wednesday, July 29, 2020 1:21 PM
To: MJ Garza
Subject: City and County of Denver: M/WBE Approval

Manuel Garza, Jr.
Garza Concrete Structures, Inc. DBA N/A
7301 Ivy Street
Commerce City, CO 80022-1524

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification Approval

Dear Manuel Garza, Jr.:

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO or Division), has approved Garza Concrete Structures, Inc. DBA N/A for certification as a Minority/Women Business Enterprise (MWBE). Garza Concrete Structures, Inc. DBA N/A will be listed in the City and County of Denver's Minority/Women Business Enterprise (MWBE) Certification Directory. This notification is pursuant to Article VII of Chapter 28, Div. 3 of the Denver Revised Municipal Code (D.R.M.C. or the Code) Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions.

Listed below is each NAICS code for which Garza Concrete Structures, Inc. DBA N/A is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

NAICS 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK) NAICS 237310: CULVERTS, HIGHWAY, ROAD AND STREET, CONSTRUCTION NAICS 237310: CURBS AND STREET GUTTERS, HIGHWAY, ROAD AND STREET, CONSTRUCTION NAICS 237990: RETAINING WALLS, ANCHORED (E.G., WITH PILES, SOIL NAILS, TIEBACK ANCHORS), CONSTRUCTION NAICS 238110: CONCRETE FINISHING NAICS 238110: CONCRETE PUMPING (I.E., PLACEMENT) NAICS 238110: CONCRETE REPAIR NAICS 238110: FOOTING AND FOUNDATION CONCRETE CONTRACTORS NAICS 238110: GROUTING (I.E., REINFORCING WITH CONCRETE) NAICS 238110: RETAINING WALL (EXCEPT ANCHORED EARTH), POURED CONCRETE, CONSTRUCTION NAICS 238390: CONCRETE COATING, GLAZING OR SEALING NAICS 238910: PILE DRIVING, BUILDING FOUNDATION NAICS 238990: SIDEWALK CONSTRUCTION, RESIDENTIAL AND COMMERCIAL

This certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city owned property for contracts with construction, reconstruction, remodeling, professional design and construction services.

Your firm is certified with the following certification dates:

July 8, 2019 to July 31, 2022

Your firm's certification renewal date is:

July 31, 2020

Important Information Regarding Your Certification During the certification period, your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory, and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your firm's M/WBE certification is valid for three (3) years, but you are required to submit a no change affidavit and business taxes annually to verify eligibility. It is your responsibility to keep your certification current. Please mark your calendar and begin the renewal process no less than ninety (90) days prior to your renewal date. Your application and all accompanying documents should be uploaded to the Small Business Certification and Contract Management System (https://urldefense.proofpoint.com/v2/url?u=https-3A__denver.mwdbe.com_&d=DwlGaQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=z9hmpUbpGs8Z7QpZJdTtyzpV8O7rDINvVK2wfjBzo8U&m=EteDdG2Fxszwbdn1rKl3Sy-ToLJq_MExt92KEkq_6EM&s=F1Y-s4CPSHj_rilVqJKYjuu37AqeVumnLbeOVGKN51I&e=). The recertification process may take up to 90 days. Failure to submit required documentation annually, your certification will be marked expired and removed as an active certification.

Please add denver@mwdbe.com to your safe sender list because a considerable amount of the communication DSBO sends out comes from the Small Business Certification and Contract Management System.

Be sure to retain this letter as verification of M/WBE certification standing for future bidding/proposing opportunities with the City. Now that your firm is certified, we encourage you to visit https://urldefense.proofpoint.com/v2/url?u=http-3A__www.work4denver.com&d=DwlGaQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=z9hmpUbpGs8Z7QpZJdTtyzpV8O7rDINvVK2wfjBzo8U&m=EteDdG2Fxszwbdn1rKl3Sy-ToLJq_MExt92KEkq_6EM&s=LDYQVGBWlnDcrA4AOCvHeO1wfRdOf6P-ya-DLCJG3HY&e= to view upcoming Construction/Professional Service contracting opportunities and check the Rocky Mountain E-Purchasing System (BidNet) for additional upcoming Construction, Goods & Services contracting opportunities. For additional information related to how your certification works with contracting opportunities with the city please visit www.denvergov.org/dsbo.

If you have any questions or need further assistance please contact Tammy Trujillo, Certification Supervisor, at (720) 913-1614 or email at tammy.trujillo@denvergov.org.

Sincerely,

Adrina Gibson

Director of the Division of Small Business Opportunity Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org

cc: Jeanette Lopez Clanton, Certification Analyst, DSBO Tammy Trujillo, Certification Supervisor, DSBO Elly Bacon, Assistant Director, DSBO Sincerely,

City and County of Denver

Office of Economic Development

<http://www.denvergov.org/oed>

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This message was sent to: mj@garzacs.com Sent on: 7/29/2020 2:21:18 PM System ReferenceID: 111098520



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

Contract No.: _____ Project Name: _____

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

Bidder/Proposer (Name of Firm): BT Construction, Inc.		Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Firm's Representative: Kyle Cope	Title: Estimator	
Signature (Firm's Representative):	Date: 12-17-2020	
Address: 9885 Emporia St		
City: Henderson	State: CO	Zip: 80640
Phone: 303-469-0199	Email: kyle.cope@btconstruction.com	

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

Name of Firm: Chacon Paving inc		<input checked="" type="checkbox"/> MWBE(V) <input checked="" type="checkbox"/> SBE(V)
Firm's Representative: Chacon Morales, Jose P		<input type="checkbox"/> EBE(V) <input checked="" type="checkbox"/> DBE(V)
Signature:		Date: 14 DEC 20
Address: 1701 E. 119th Place		
City: Northglenn	State: CO	Zip: 80233
Phone: 303-450-0616	Email: Jose P. Chacon Paving inc.com	
Scope of Work: Asphalt & Concrete		

NAICS Code(s): _____

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

\$ 840,000.00	%
	8.63

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

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

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

DSBO Version 1 Last Revised: June 5, 2020



Kyle Cope

From: City and County of Denver <denver@mwdbbe.com>
Sent: Tuesday, January 21, 2020 4:29 PM
To: Emma Avila
Subject: City and County of Denver: M/WBE Approval

Follow Up Flag: Follow up
Flag Status: Flagged

Jose Chacon
Chacon Paving Inc
1701 E 114th Place
Northglenn, CO 80233

Dear Jose Chacon:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Chacon Paving Inc for certification as a Minority/Women Business Enterprise (M/WBE). Chacon Paving Inc will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

January 21, 2020 to January 20, 2021

Listed below is each NAICS code for which Chacon Paving Inc is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 237310: ASPHALT PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK) DENVER 237310: CONCRETE PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK) DENVER 237310: CURBS AND STREET GUTTERS, HIGHWAY, ROAD AND STREET, CONSTRUCTION DENVER 237310: PARKING LOT MARKING AND LINE PAINTING DENVER 237310: SIDEWALK, PUBLIC, CONSTRUCTION DENVER 238110: CONCRETE FINISHING DENVER 238110: CONCRETE REPAIR DENVER 238990: ASPHALT COATING AND SEALING, RESIDENTIAL AND COMMERCIAL PARKING LOT AND DRIVEWAY DENVER 238990: ASPHALTING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA DENVER 238990: BLACKTOP WORK, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA DENVER 238990: CONCRETE PAVING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA DENVER 238990: CONCRETE SAWING AND DRILLING (EXCEPT DEMOLITION) DENVER 238990: CURB AND GUTTER CONSTRUCTION, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA, CONCRETE DENVER 238990: DRIVEWAY PAVING OR SEALING DENVER 238990: PARKING LOT PAVING AND SEALING DENVER 238990: PAVING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING LOT DENVER 238990: SIDEWALK CONSTRUCTION, RESIDENTIAL AND COMMERCIAL

This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit https://urldefense.proofpoint.com/v2/url?u=http-3A__www.work4denver.com&d=DwIGaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=z9hmpUbpGs8Z7QpZJdTtyzpV8O7rDINvVK2wfjBzo8U&m=fN6jTJSeYCHTZ4jT5Lq6AtENJ5Fp26PRijwt7i0b-sE&s=gG2gwaVEj_PONNgCCqTQBi90xyAmVbo13ccTEMR2wEg&e= to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson

Director of the Division of Small Business Opportunity Office of Economic Development | City and County of Denver
P: (720) 913-1701 | adrina.gibson@denvergov.org

City and County of Denver

Office of Economic Development

<http://www.denvergov.org/oed>

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This message was sent to: ap@chaconpavinginc.comcastbiz.net Sent on: 1/21/2020 5:29:04 PM System ReferenceID: 97565291

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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


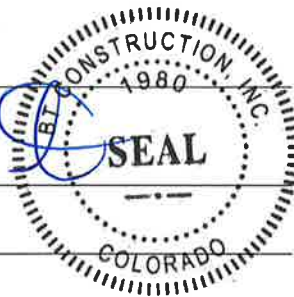
WHEREAS, the said Principal is herewith submitting its bid, dated December 17, 2020 for the construction of: **Contract No. 202056022 - E. 16th Avenue System Phase 1**, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado, and said Oblige has required as a condition for receiving said bid that the Principal deposit specified bid security in the amount of not less than five percent (5%) of the amount of said bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract, for such construction and furnish required Performance and Payment Bond if the contract is offered him that said sum be paid immediately to the Oblige as liquidated damages, and not as a penalty, for the Principal's failure to perform.

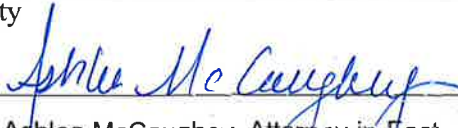
The condition of this obligation is such that if the aforesaid Principal shall, within the period specified therefore, on the prescribed form presented to him for signature, enter into a written contract with the Oblige in accordance with his bid as accepted and give Performance and Payment Bond with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

Signed, sealed and delivered this 9th day of December, 2020.

ATTEST


Secretary

BT Construction, Inc.
Principal
By: 
Title: Pres


Hartford Fire Insurance Company
Surety
By: 
Ashlea McCaughey, Attorney-in-Fact
[SEAL]

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

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

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

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HOLMES MURPHY AND ASSOC LLC
Agency Code: 34-346205

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

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

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

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

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



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

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



Jessica Ciccone

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

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 12/09/2020.

Signed and sealed in Lake Mary, Florida.



Keith Dozois

Keith D. Dozois, Assistant Vice President



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

Diversity and Inclusiveness* in City Solicitations Information Request Form

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

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

Business Email Address * jennifer.oldenborg@btconstruction.com

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

Project Name * E 16th Ave System Phase 1

Solicitation No. (Check Below if Not Applicable) * 202056022

Check Here if Solicitation No. is N/A

Name of Your Company * BT Construction, Inc.

What Industry is Your Business? *

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

Address * 9885 Emporia St

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

Business Phone Number * 303-469-0199

Business Facsimile Number 303-466-8309

1. How many employees does your company employ? *

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

1.1 How many of your employees are:

Number of Full Time: * 100% 160 **Number of Part Time: *** _____

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

- Yes No

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

If **Yes**, does it address:

2.1. Employment and retention? *

- Yes No

2.2. Procurement and supply chain activities? *

- Yes No

2.3. Customer Service? *

- Yes No

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

We strive for equal opportunity in all areas of our business

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

- Yes No

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

- Employee Training
 Pamphlets
 Public EEO Postings
 Other: *n/a*

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

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

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

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

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

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

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

- Yes
- No

7.1 If Yes, how often does it meet? *

- Monthly
- Quarterly
- Annually
- Other: *n/a*

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

We do not have any plans at this time

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

Yes No

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

Yes No

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

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

Yes No

If yes, please email XO101@denvergov.org.

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

J Oldenberg
Signature of Person Completing Form *

12/14/2020
Date

Jennifer Oldenberg
Printed Name of Person Completing Form

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

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

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE

Addenda

Contract Number: 202056022

E. 16th Avenue System Phase 1

September 30, 2020

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

**CONTRACT NO: 202056022
PROJECT NAME: E. 16th Avenue System Phase 1**

ADDENDUM NO. 1 TO CONTRACT DOCUMENTS

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

TECHNICAL SPECIFICATIONS/DRAWINGS REVISIONS AND CHANGES:

- Attached are the STAMPED Denver Water approved plans. Nothing has changed to the plans, but these pages attached have the stamp of approval from Denver Water.
- Attached are the As-Built construction drawings for the irrigation in 17th Avenue.
- Attached are the Park Hill Entrance Sign Construction Details.
- Attached is the E. 16th Avenue Storm Interceptor Drainage Report.

QUESTIONS AND ANSWERS:

Q1. May the storm/sanitary temporary bypasses be abandoned in place once no longer needed?

A1. Contractor should follow WCPM Standard Construction Specifications Section 3.05.2 for abandonment of sewer lines. The City believes that the idea for potential storm by pass shown on Sheet 43 could potentially be left in place and converted to handle flows from STM MH-304B. If that belief is confirmed, the City would entertain allowing that temp system to be left in place and utilized as the permanent system moving forward. This would need to be discussed and determined after bid with successful contractor.

Q2. The bid documents (revision of section 630) state that only one lane of traffic can be closed on each approach between 8:30am and 3:30pm and no traffic closures can occur Mon-Fri from 5:30am to 8:30am, Mon-Thurs 3:30pm to 6:30pm, or Friday after 2:00pm. Shall the Contractor assume more than one lane of traffic may be closed on each approach outside of these hours as approved by the Project Engineer?

A2. We are currently working with the City's traffic group as well as CDOT to confirm all allowable traffic closures. This information will be provided in Addendum #2.

Q3. Due to detail included within the bid documents, can the question and answer deadline be postponed 2 weeks from October 27th to November 10th?

A3. Yes, we will have a 2nd question and answer period. Submit all your questions by November 12, 2020 at 10:00 a.m.

Q4. Section 34-17.08.20-2.B regarding the temporary storm water bypass provides storm sewer design flow rates for the Montclair Outfall Existing Hydrology. Are there records of average flows within each of the different lines that pass through the project that can be provided?

A4. We do not have average or base flow rates for the existing storm sewer. However, included with this addendum is the drainage report for the E. 16th Ave. System project. The drainage report includes estimated 5-year flows, which the proposed storm system is designed to contain. The existing brick storm pipes in both Colorado Blvd. and 17th Ave. within the project vicinity run full in the 5-year event, as well as in the 2-year event in most instances. Per the Montclair Outfall System Plan, the existing storm box in Jackson that the downstream end of the E. 16th Ave. System Ph. 1 project ties into can see near 1000 cfs in a 2-year event.

Q5. Do the Letters of intent still get emailed to DSBO@denvergov.org? The LOI form changed and usually there's a checklist or an area that indicates we need to email these forms off to the DSBO email, but I did not see that anywhere. Could you please confirm?

A5. There are 3 Required Forms: Commitment to MWBE Participation, Letter(s) of Intent, 1A - List of Proposed Subcontractors, Subconsultants, and/or Suppliers and they are due with your bid on December 3rd. Please, refer to IB-26 for additional information.

Q6. In reviewing the Storm Bypass Plans – Sheet 42, It identifies to install the Temporary Bypass above the proposed sanitary sewer line. This cannot be installed per design as the sanitary sewer cannot be installed until the bypass is in place. Please verify the alignment, as this will be required to be installed in a different location.

A6. The storm sewer bypass plans shown on Sheets 42 and 43 are provided for information only. They are simply a potential thought on how a contractor could handle the flow of storm sewer during the execution of the project. The contractor is not required to use the proposed alignment. The City will rely on the successful contractor to utilize their expertise to identify the best way to perform their duties as called out in Pay Item 34-17.08.20 – Temporary Stormwater Bypass, provided in the Supplemental Technical Specifications.

The successful contractor's construction sequencing will determine the necessary bypass plan. If the proposed alignment shown on Sheet 42 is chosen to be used by the contractor, there will be a period of time when the existing storm line is removed in order to place the proposed sanitary line. Until the proposed sanitary line is installed, and the temp storm line is placed on top, the contractor would need to have a plan in place to handle any storm sewer flow in the existing 51" (or 42" depending on stationing) storm line coming from the East. The contractor will need to decide how to handle that flow best.

Q7. On Sheet 48 – There is a Sanitary Service Shown, but not identified to be reconnect to the new main once installed. Will this service be required to be connected to the Main?

A7. The sanitary service line on Sheet 48 that is shown running through STM MH-107 does not need to be reconnected to the proposed 8" main line in WB 17th Ave. Video inspection shows this line is capped in the existing main.

Q8. Alt 2, Regarding the Temporary Waterline that will be required to be installed on Albion Street. This will require the temp line to be installed in the tree lawn areas behind curb. Will the construction of the temporary line placement of same be allowed by CCD Forestry Dept?

A8. Contractor will need to ensure that the mainline of any required temporary water service does not extend into the tree lawn any further than the back of the existing curb and gutter under any tree canopy. Temporary service lines to the individual meter pits will be allowed to be placed under the tree canopy as needed to provide water service.

Q9. Can a line item be added for the CLSM fill called out in the plans?

A9. No. Flow fill from Sta. 101+60 to 102+20 (CBC 2) should be included in the cost of installing the pipe/box infrastructure and will not be paid for separately.

Q10. Is there a designated staging area?

A10. A designated staging area will not be specified, and contractor will need to identify their own staging areas as needed within the limits of construction. Any material that is stored outside of the limits of construction, the contractor will be expected to restore that area to original condition at their own cost. Material staging will not be allowed on any Parks property.

Q11. Will the City and County of Denver allow precast inlets for Colorado Blvd?

A11. Bidders should assume precast inlets will be allowed for STM INLET-106A, STM INLET-106B, STM INLET-108C, STM INLET-300C, STM MH-109B and SAN MH-3. Contractor will be responsible for ensuring all penetration elevations are correct. No onsite modifications will be allowed. Bidders should assume cast-in-place for all other inlets and manholes.

Q12. Will the contractor be required to fill the pipe abandonments?

A12. Contractor should follow WCPM Standard Construction Specifications Section 3.05 for abandonment of Manholes/Inlets/Structures and Sewer Lines.


Q13. Can a line item be added for Select Backfill import?

A13. In situ soil that meets specifications for backfill should be utilized. Due to some of the Plasticity Index readings in the Geotech report, it is anticipated that some of the existing soil will not be able to be reused. Pay Item 5-2A Subgrade material (Select Backfill) will be added to the pay items in Addendum#2.

Q14. Can you confirm that the non-copper replacements are to the outlet of meter only? Past project the contractor has been required to take the copper to first connection in the house.

A14. Yes, the agreement with Denver Water is for the City's contractor to replace lead service lines to the outlet of meter only. It is Denver Waters responsibility to perform any replacements from meter to house.

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




Lesley B. Thomas
City Engineer

November 3, 2020

Date

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

BT Construction, Inc. 

Contractor

ADDENDUM NO. 1

11/03/2020

Date

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

**CONTRACT NO: 202056022
PROJECT NAME: E. 16th Avenue System Phase 1**

ADDENDUM NO. 2 TO CONTRACT DOCUMENTS

Notice is hereby given that the Question and Answer Deadline for Contract No. 202056022— E. 16th Avenue System Phase 1, is hereby extended. Submit questions to Procurement@denvergov.org, no later than: 10:00 a.m., local time, on December 3, 2020.

Interested firms are hereby notified that the Bid Opening date for the above project has been postponed. Submit your bid at [QuestCDN](https://questcdn.com) no later than 11:00 a.m., local time, on December 17, 2020.

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

TECHNICAL SPECIFICATIONS/DRAWINGS REVISIONS AND CHANGES:

- Attachment # 1: a list of prequalified contractors in the category of 1E(4)
- Attachment #2: Supplemental Specification 02-221301 Vibration Monitoring, Public Outreach and Pre-Construction Facility Condition Assessment and Supplemental Measurement and Payment to be used for bid items 02-221301 Vibration Assessment and Public Relations and 02-221301a Pre-Construction Facility Condition Assessment
- Attachment # 3: Bid Item 01-21.16.03 Uniformed Traffic Control (hourly) Allowance Account
- Attachment #4: Red-lined Bid Form that now includes Pay Item 5-2A Subgrade material (Select Backfill), 5-7 Flow Fill, and 01-21.16.03 Uniformed Traffic Control. **Please utilize Addendum #2 Bid Form with submittal.**
- Attachment #5: Red-lined Statement of Quantities that now includes Pay Item 5-2A Subgrade material (Select Backfill), 5-7 Flow Fill, and 01-21.16.03 Uniformed Traffic Control. **Use only as a reference.**

QUESTIONS AND ANSWERS:

Q1. Is the General Contactor required to self-perform a certain amount of work on the above referenced project, and if so please define the required percentage?

A1. No. There is no required minimum amount of work to be performed by the General Contractor. The established minimum for MWBE participation is 15%.

Q2. Please provide a list of prequalified contractors which can bid on the above referenced project.

A2. Please see the attachment #1.

Q3. What is included in the Pre-Construction Facility Condition Assessment (Marion St System Phase 1)? Is this just to have the same level of assessment as the Marion Street project?

A3. Please see Supplemental Specification 02-221301 Vibration Monitoring, Public Outreach and Pre-Construction Facility Condition Assessment and the Measurement and Payment for Pay Items 02-221301 – Vibration Monitoring and Public Outreach and 02-221301a – Pre-Construction Facility Condition Assessment included in Attachment #2, as well as Question and Answers 14 through 24 of this addendum. Please recognize the bid item number and nomenclature changes that have been made to correspond with the Supplemental Specification in Attachment #2.

Q4. Is any portion of Batavia to be part of the base bid?

A4. No. All work on Batavia is part of Add Alt. 2.

Q5. What is the miscellaneous flatwork?

A5. Miscellaneous flatwork is to be used for the pork chop islands between pedestrian ramps. This bid item is only to be used at the Construction Project Manager's discretion.

Q6. Is flowfill required for backfill on the open cut portion in Colorado blvd?

A6. Flowfill is anticipated to be beneficial to the project at open cut excavations in Colorado Blvd. Pay Item 5-7 CONTROLLED LOW STRENGTH MATERIAL (CLSM) has been added to the contract documents specifically for use in Colorado Blvd with City Construction Project Managers approval. The answer to question #9 in Addendum #1 still applies – Flowfill as called out on the plans from Sta 101+60 to 102+20 will not be paid for out of Pay Item 5-7.

Q7. For Alternate 1, sheet 34 shows three storm manholes, 112, 201 and 202. But I only see 2 manholes on the bid form.

A7. Correct, there are only two manholes in this location on the bid form, but three are shown on the plans. The two inlets that correspond to MHs 201 and 202 will not actually be built both at the same time. We will either be building MH 201 and its corresponding inlet OR MH 202 and its corresponding inlet. If Add Alt 2 is NOT chosen, then we will only build MH 201 (MH 202 would then shift south and become part of a future phase). If Add Alt 2 IS chosen, then we will only build MH 202 and its corresponding inlet. Refer to notes 8 and 9 on sheet 34.

Q8. Will flowfill need to be poured around manholes?

A8. Except for manholes within Colorado Blvd, flowfill will not be needed as backfill at manholes. Manholes should be anticipated to be backfilled with native material if it is appropriate for use or Select Backfill material if native material is not suitable. Pay Item 5-2a – Subgrade Material (Select Backfill) has been added in Addendum #2.

Q9. The bid documents (revision of section 630) state that only one lane of traffic can be closed on each approach between 8:30am and 3:30pm and no traffic closures can occur Mon-Fri from 5:30am to 8:30am, Mon-Thurs 3:30pm to 6:30pm, or Friday after 2:00pm. Shall the Contractor assume more than one lane of traffic may be closed on each approach outside of these hours as approved by the Project Engineer?

A9. The Contractor should assume only one lane in each direction can be closed from 8:30am and 3:30pm as listed in the revision to Specification Section 630. Once a contractor is selected, we will work with CCD Traffic and CDOT to discuss potential for further closures. For bidding purposes please refer to the revision to Specification Section 630, the Traffic Control Notes on sheet 52 of the plans, and the CDOT R1 LCS 5th Edition as a baseline for what will be allowable. Based on preliminary conversations only, CDOT is open to several full one-way weekend closures to complete the work. The maximum amount of full one-way weekend closures is seven, assuming four of the northbound lanes and three of the southbound lanes. However, the quantity and timing of closures is dependent on the Contractor's sequencing and means and methods. The Contractor will be responsible for obtaining all traffic control permits and approvals. For all potential weekend closures, the following assumptions should be made:

- Only one directional closures will be allowed by CDOT
- Friday PM and Monday AM peaks need to be avoided
- For any approved weekend closure, crews would be expected to be working the entire time with 24 hour shifts to get the work done
- Contractor should expect to apply for a DDPHE noise ordinance variance
- Any additional VMS boards needed due to added closures shall be included in the lump sum cost of traffic control

Q10. What is the status of the Xcel gas relocate, what is the voltage of the underground electric crossing E. 17th Ave., and where is the electric point of service for the traffic signals?

A10.

- The gas main relocation in 17th west of Colorado is currently going through final design approval. It is anticipated to be constructed in December and complete by the end of the year. The Albion gas relocation will occur after that.
- The two runs of underground cable running under 17th are approximately 40kV each— 80,000 Volts combined.
- The traffic light point of service is on the northwest corner of the intersection. Since no work is being done at that corner, a new point of service should not be necessary.

Q11. As the Groundwater Discharge permit has not yet been issued from CDPHE, what should be assumed for Groundwater Treatment during bidding?

A11. Please review the Groundwater Analytical Results table in the Site Characterization Technical Memorandum (Appendix A of the Materials Management Plan), completed by Pinyon. This table compares the potential permit limits (estimated values based on available equations and data from CDPHE) to the observed groundwater constituents. The actual permit will take precedence once received, but this should provide an idea of constituents that may require treatment for bidding purposes.

Q12. What are the items and quantities included in the Traffic Signal lump sum bid item?

A12. See Tabulation of Traffic Signal Items found on sheet 106 of the Construction Plans.

Q13. What material is required for the bedding of RCBC?

A13. Please refer to WCPM Standard Specifications Section 5.02 Pipe Bedding. Specifically, we will require the Special Bedding Material found in Specification Section 5.0.2.1.2 under all RCBC on the E. 16th Avenue System, Phase 1 project. The cost of this bedding material shall be included in the cost of the work and not paid for separately.

Q14. Does the Public Vibration Information Liaison need to accompany the Facility Condition Assessment Expert on the Pre-Construction Facility Condition Assessment?

A14. No. The Public Vibration Information Liaison (PVIL) does not need to attend the Pre-Construction Facility Condition Assessment. The PVIL is responsible for the phased outreach attempts with property owners/occupants to gain permission to enter private property as outlined in Specification Section 02-221301/3.1/B (issued in Addendum #2). The only person required to attend the Pre-Construction Facility Condition Assessment is the Facility Condition Assessment Expert.

Q15. Can you clarify the boundaries the Public Vibration Information Liaison will need to cover for the distribution of the City of Denver provided Vibration Pamphlet?

A15. The vibration pamphlet needs to be distributed to every address within the Mandatory Communication Outreach Area. This is a 250' radius from all work locations associated with the E. 16th Avenue System, Phase 1 project. Please note that this outreach area extends 250' West of STA 100+44.32 (Plan Sheet 32) and 250' East or South of the end of the work (Base Bid – STA 109+33 (Plan Sheet 33), Add Alt 1 – STA 201+75 (Plan Sheet 34) or Add Alt 2 – STA 305+89.37 (Plan Sheet 35)).

Q16. Can you clarify the boundaries the Public Vibration Information Liaison will need to cover for the phased outreach plan to establish right of entry for the Pre-Construction Facility Condition Assessments to be performed?

A16. The minimum area for the Pre-Construction Facility Condition Assessment to be performed is a 125' radius from all work locations associated with the E. 16th Avenue System, Phase 1 project. The addresses within this 125' radius was included for the bidders use on The Mandatory Pre-Construction Facility Condition Assessment Address Table included in Attachment A of Addendum #2. Please note that this outreach area extends 125' West of STA 100+44.32 (Plan Sheet 32) and 250' East or South of the end of the work (Base Bid – STA 109+33 (Plan Sheet 33), Add Alt 1 – STA 201+75 (Plan Sheet 34) or Add Alt 2 – STA 305+89.37 (Plan Sheet 35)).

Should the winning Contractor's Vibration Monitoring Expert determine that the Zone of Influence will need to extend beyond a 125' radius, the boundary of the phased outreach (see Specification Section 02-221301/3.1/B for further information on phased outreach plan) and the Pre-Construction Facility Condition Assessments will increase to the external limits of the Zone of Influence as defined by the contractors Vibration Monitoring Expert.

Q17. Do all the Pre-Construction Facility Assessments for the entire project need to be completed prior to the contractor being allowed to begin active construction activities?

A17. No. For example, if the contractor were to begin active construction activities at STA 100+44, the assessments will need to have been performed and submitted for a 125' radius (or greater if determined by the Contractor's Vibration Monitoring Expert) from that specific point. For construction

activities *to progress to STA 100+54*, assessments will need to have been performed and submitted for a 125' radius from that specific point, so on and so forth as work progresses. Should the Contractor's Vibration Monitoring Expert determine that the Zone of Influence will need to be greater than the 125' radius minimum, assessments will need to be performed to these extents prior to starting construction activities.

The Zone of Influence of the Contractor's construction activities should never encroach on a structure that has not had a reasonable opportunity to have an assessment performed (as outlined in the phased outreach approach in Specification Section 02-221301/3.1/B). Should the Contractor's Zone of Influence of active construction activities catch up to their performance of Pre-Construction Facility Condition Assessments, construction activities will need to be suspended until assessments can catch up. The contractor will not be compensated for any down time costs caused by this lack of coordination of their efforts.

Q18. Does the Vibration Monitoring Expert identified in Specification 02-221301 need to be on site full time?

A18. No, the VME is not expected or required to be on site full time during construction activities. As outlined in Specification 02-221301, the VME's responsibilities during construction include: submitting Vibration Raw Data, Vibration Weekly Reports and Contingency Plan Implementation Reports; provide vibration instrumentation and monitoring; consult with contractor on placement, movement and quantity of monitoring instrumentation as work progresses; consult with contractor and City Construction Project Manager should threshold or shutdown values be exceeded. Please refer to Specification 02-221301 for a full comprehensive list of requirements for the VME.

Q19. Does the Facility Condition Assessment Expert identified in Specification 02-221301 need to be a structural engineer?

A19. No, the FCAE does not need to be a structural engineer. Please refer to Specification Section 02-221301/1.3/C for FCAE minimum qualifications.

Q20. Is the base bid contract terms of performance going to be extended beyond 365 days due to the up front requirements of Specification 02-221301?

A20. No. The terms of performance for this project have already taken into account the upfront work this specification requires and will not be altered from 365 days.

Q21. Will City of Denver be able to supply property owner contact information to the successful bidder in order to assist in the Public Vibration Information Liaison's efforts?

A21. Yes. The City Construction Project Manager will assist the contractor/PVIL in providing a comprehensive list of property owner contact information (as available through the City Assessor's website) for both the Mandatory Communication Outreach Area and the required phased outreach area for attempting to gain access to perform Pre-Construction Facility Condition Assessments.

Q22. Will the Facility Condition Assessment Expert be required to perform Pre-Construction Facility Condition Assessments during non-traditional working hours?

A22. It should be anticipated when granted permission to perform a Pre-Construction Facility Condition Assessment on private property, that a certain percentage of property owners/occupants will need to have the assessment performed during non-traditional working hours (including weekends and evenings). As outlined in Specification 02-221301, it shall be the PVIL's responsibility to coordinate the Pre-Construction Facility Condition Assessment.

Q23. Specification Section 02-221301/3.3/H says if a shut down value is exceeded that all work must be stopped immediately until a plan is put in place to reduce vibration. Will the successful contractor be compensated for this down time?

A23. No. The contractor will not be compensated for down time directly associated with work stoppage due to exceeding a shut down value. As required in Specification 02-221301, the Contractor's VME establishes what the shut down value is and it is the Contractor's responsibility to ensure that vibrations caused by their means and methods do not exceed this value. Please refer to General Contract

Conditions Section 803 for a further understanding of the Contractor's responsibility to protect property from damage.

Q24. The Mandatory Pre-Construction Facility Condition Assessment Address Table included in Attachment A of Addendum #2 has numerous addresses listed with multiple units (Residential Apartments, Residential Condos, Residential Duplex, etc...). Will a Pre-Construction Facility Condition Assessment be required to be attempted for each unit at the addresses provided in this table?

A24. Yes. At locations identified as containing multiple units or addresses on the Mandatory Pre-Construction Facility Condition Assessment Address Table included in Attachment A of Addendum #2, the registered property owner (as identified by information available from City Assessor's office) for the multi-family units will need to be contacted and coordinated with per the phased outreach plan outlined in Specification Section 02-221301/3.1/B. Should the property owner grant permission for a Pre-Construction Facility Condition Assessment to be performed on their property, the PVIL should coordinate the assessment with the property owner/occupants per requirements established in Specification 02-221301.


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



Lesley B. Thomas
City Engineer

November 24, 2020
Date

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

BT Construction, Inc. 
Contractor

ADDENDUM NO. 2

11/24/2020
Date

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

**CONTRACT NO: 202056022
PROJECT NAME: E. 16th Avenue System Phase 1**

ADDENDUM NO. 3 TO CONTRACT DOCUMENTS

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

TECHNICAL SPECIFICATIONS/DRAWINGS REVISIONS AND CHANGES:

- Attachment #1: Red-lined Bid Form that includes Pay Item 5-2A Subgrade material (Select Backfill), 5-7 Flow Fill, and 01-21.16.03 Uniformed Traffic Control from addendum #2; as well as, a revision to Add Alt #1 only, bid item 20-3ibe should be revised to be 20-3be ASPHALT BASE COURSE, S, RAP 20%, N=75, 64-22. **Please utilize Addendum #3 Bid Form, attachment #1, with submission of Bid.**
- Attachment #2: Red-lined Statement of Quantities that has revised item # 20-3ibe to be 20-3be ASPHALT BASE COURSE, S, RAP 20%, N=75, 64-22, in Add Alt #1 only. **Use only as a reference.**

QUESTIONS AND ANSWERS:

Q1. Can a bedding detail be provided for the special bedding required under the RCBC?

A1. A bedding detail will not be provided. Contractor should place RCBC on 6" of Special Bedding material as called out in WCPM Standard Specification 5.0.2.1.2. Native material (or Select Backfill if Native material is deemed to not be suitable for backfill) shall be utilized from top of bedding to paving subgrade. See Addendum #1 Question 13 and Addendum #2 Question #13 for additional information.

Q2. Can you clarify the 120" RPMP quantity? The plans call for 142.2 LF and the bid form calls out 154 LF

A2. The plan quantity per design for 120" RPMP is 142.2 LF. The bid form carries additional quantity to provide the City of Denver and the contractor the ability to adjust the location of the 120" RPMP as required in the field. Contractor should anticipate being paid for the actual LF of 120" RPMP that is installed in the field, not plan or bid quantity.

Q3. If the contractor is asked to use CLSM for the open cuts in Colorado Blvd., will the CLSM be sufficient for a driving surface or will the contractor be required to temp pave over the top of CLSM?

A3. No. Contractor will need to perform full depth paving on top of CLSM prior to reopening any closure on Colorado Blvd. Base Course paving mix as identified in Pay Item 20-3cf can be placed as the top lift on any open cut in Colorado Blvd on a temporary basis until final paving of the intersection is completed.

Q4. Can you clarify the 365 days is only for the Base Bid?

A4. Yes. 365 days is for base bid only, including time to perform required utility coordination and Pre-Construction Facility Condition Assessments. Should any Add alternates be accepted, contractor will negotiate any time extensions to perform this work with the City Construction Project Manager \$0 change order time extension will be processed.

Q5. Can you clarify if the Detour Plan and Traffic Control Notes on sheets 51 and 52 are referring to the traffic control scope for the Base Bid only?

A5. Portions of Add Alt #1 will require a full closure of 17th Ave. Portions of the detour plan as shown on Sheet 51 will still be applicable and needs to be built into the contractor's Add Alt #1 Pay Item 41-1 TRAFFIC CONTROL. Add Alt #2 detours will need to be as required by the Street Occupancy Permit and contractor should include these anticipated costs in Add Alt #2 Pay Item 41-1 TRAFFIC CONTROL. While the majority of the information contained on Sheet 52 Traffic Control Notes is relevant to Base Bid

Work, there are portions of the notes that are relevant to all potential phases, including Add Alt #1 and #2.

Q6. Which streets relate to the bid tab asphalt items, as they relate to the details on sheet 18 of 152? Obviously, all of the SX is 2", but there are varying depths of intermediate and lower lifts. Please clarify which streets relate to each asphalt bid item.

A6. All paving related pay items are a SY-IN measurement and will be paid for as such. The lift thicknesses shown on Sheet 18 of 152 are suggested thicknesses to achieve the required pavement design. Lift thicknesses can be adjusted by contractor, with approval of City Construction Project Manager, as long as they stay within requirements set forth on Tables 12.6-1 and 12.6-2 of Standard Drawing 12.6 in City and County of Denver Public Works Department Transportation Standards and Details (2017 Edition). Asphalt bid items per street are as follows:

- **Base Bid/Add Alt#1/Add Alt#2 - 20-2be – 17th Ave/Albion St/Batavia Pl top lift**
- **Base Bid/Add Alt#2 - 20-3be - 17th Ave/Batavia Pl base lift(s)**
- **Base Bid 20-2cf - Colorado Blvd top lift**
- **Base Bid 20-3cf - Colorado Blvd base lift(s)**
- **Add Alt #1 - 20-3ibe –17th Ave/Albion St base lift(s)**

Q7. In regard to Add Alt #1, item 20-3ibe, calls out SG mix. None of the details on sheet 18 call out SG. I would assume S. Can you clarify?

A7. Bid Item 20-3ibe in Add Alt #1 should be revised to be ASPHALT BASE COURSE, S, RAP 20%, N=75, 64-22. This pay item is intended to be utilized as base course on 17th Ave Parkway and Albion St as shown on sheet 18 of 152 "Typical Pavement Sections". Please utilize attachment #1 with submission of bid.

Q8. I wanted to clarify that the new bid item for select fill is to be used around all structures, box culverts and replacement of any soil not suitable for backfill, is this accurate?

A8. Correct

Q9. Do the Design Data on Sheet 107 of 152 apply to precast structures? If NO, what design criteria applies to precast structures?

A9. Any precast structure should be designed per specifications included in Section 11 of WCPM Standard Construction Specifications and City and County of Denver Wastewater Standard Details (2020 edition).

Q10. Can MH 109-B be supplied as circular 96"ID MH?

A10. No, a 96" ID MH will not be allowed. Contractors should bid MH 109-B as shown on bid documents. Value engineering of MH 109-B will be considered by City of Denver Construction Project Manager after contract is awarded.


Q11. Is there any update to the OH utility lines located above 17th Ave at the alley between Harrison St and Colorado Blvd.

A11. Yes. City of Denver is in communication with all utility owners (XCEL, Comcast, Crown Castle) that have aerial lines at this location. We have an agreement with all three utilities to coordinate an effort to remove these utilities from the area as follows:

- **Contractor will coordinate with XCEL Energy to allow them access to work in their closure of 17th Ave to underground their existing live electric OH lines at this location. The planned location for the new bored UGE lines would be in conjunction with the existing UGE lines shown directly to the East of this location on Plan Sheet 29 of 152. The existing horizontal guy wire spanning across the top of these poles will remain throughout the project.**
- **Contractor will coordinate with Crown Castle to allow them access to work in their closure of 17th Ave to underground (via open trench installation) their existing OH lines at this location. Proposed location for this relocated line is approximately 50' to the West of the existing OH location. Contractor will coordinate with Crown Castle to return after contractor is clear of the location to relocate OH line to existing location.**

- Contractor will coordinate with Comcast to allow them access to work in their closure of 17th Ave to underground (via open trench installation) their existing OH lines at this location. Proposed location for this relocated line is approximately in conjunction with the existing UGE lines shown directly to the East of this location on Plan Sheet 29 of 152. Contractor will coordinate with Comcast to return after contractor is clear of the location to relocate OH line to existing location. Final location of all relocated lines will be contractor's responsibility to coordinate with utility companies. All costs for this relocation and coordination effort will be paid for under Base Bid Pay Item 33-05.26.01 – EXISTING UTILITY LOCATION/COORDINATION/RELOCATION AND/OR ADJUSTMENT.

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




 Lesley B. Thomas
 City Engineer

December 7, 2020

 Date

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

BT Construction, Inc. 

 Contractor

ADDENDUM NO. 3

12/07/2020

 Date

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE

Bid Documents Package

Contract Number: 202056022

E. 16th Avenue System Phase 1

September 30, 2020

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

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Prevailing Wage Rate Schedule 14 pages
Technical Specifications 1,314 pages
Contract Drawings..... 165 pages

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

STATEMENT OF QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Estimated</u>	<u>Quantity</u>
<u>E. 16th Avenue System, Ph1 - Base bid</u>			
34-41.13.02	TRAFFIC SIGNAL Add'l Info: Includes remove and reinstall signal and mast arm, see revisions to sections 613 and 614 in project specific specifications	1	LS
34-17.08.20	STORM SEWER BYPASS Add'l Info: See Storm Sewer Bypass Plan	1	LS
01-52.13	TEMPORARY OFFICE FACILITIES	1	LS
2-1.2a	REMOVE 6" CONCRETE CURB AND/OR GUTTER Add'l Info: Includes excavation behind the curb	907	LF
2-1.4	REMOVE SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	1,850	SF
2-2.1	REMOVE CONCRETE SIDEWALK Add'l Info: Includes median paving	2,081	SF
2-3.3	REMOVE CONCRETE ALLEY PAVING Add'l Info: Includes alley gutter and alley returns	803	SF
2-11.1a	REMOVE EXISTING 8" SANITARY SEWER PIPE Add'l Info: VCP	117	LF
2-11.1b	REMOVE EXISTING 10" SANITARY SEWER PIPE Add'l Info: VCP	55	LF
2-11.1h	REMOVE EXISTING 27" SANITARY SEWER PIPE Add'l Info: CIPP lined VCP	33	LF
2-11.1k	REMOVE EXISTING 36" SANITARY SEWER PIPE Add'l Info: 26"x39" elliptical CIPP lined brick pipe	71	LF
2-11.2c	REMOVE EXISTING 12" STORM SEWER PIPE	259	LF
2-11.2m	REMOVE EXISTING 42" STORM SEWER PIPE	173	LF



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Item No.	Description	Estimated	Quantity
2-11.2n	REMOVE EXISTING 48" STORM SEWER PIPE	85	LF
2-11.2o	REMOVE EXISTING 54" STORM SEWER PIPE Add'l Info:51" brick storm pipe	427	LF
2-11.5a	ABANDON EXISTING 8" SEWER PIPE Add'l Info: Includes capping the line at 17th and Albion	109	LF
2-11.5c	ABANDON EXISTING 12" SEWER PIPE	185	LF
2-11.5e	ABANDON EXISTING 18" SEWER PIPE	68	LF
2-11.5n	ABANDON EXISTING 48" SEWER PIPE	61	LF
2-11.7	REMOVE EXISTING BOX CULVERT Add'l Info: 14'x9'	26	LF
2-12.1	REMOVE EXISTING SANITARY MANHOLE	3	EA
2-12.2	REMOVE EXISTING STORM MANHOLE	4	EA
2-13.1	REMOVE EXISTING STORM INLET	8	EA
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN Add'l Info:Remove and reset	21	EA
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN Add'l Info: Park Hill Neighborhood Monument	1	EA
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN Add'l Info: New ground sign - sign panel (class I)	15	EA
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN Add'l Info: New ground sign - sign panel (class II)	4	EA
2-20a	REMOVE TROLLEY TRACKS	2,640	LF
02-22.13	VIBRATION ASSESSMENT	1	LS



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DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

STATEMENT OF QUANTITIES

Item No.	Description	Estimated	Quantity
02-22.13.01a	PRE-CONSTRUCTION FACILITY CONDITION ASSESSMENT - Marion Street System, Phase 1	1	LS
2-23	REMOVE DECORATIVE LANDSCAPING Add'l Info: Tear drop areas between curb ramps and tree lawn at 1700 Colorado Blvd., includes placing back	1	LS
02-71.00.02	GROUND WATER TREATMENT EQUIPMENT & OPERATIONS MONTHLY - SEE PROJECT SPECIAL PROVISIONS	9	MO
3-4	ROCK EXCAVATION Add'l Info: Per WCPM Standard Construction Specification 4.0.6.1	107	CY
3-7a	HEALTH & SAFETY PLAN	1	LS
3-7b	MATERIAL MANAGEMENT PLAN	1	LS
5-8	CRUSHED GRAVEL BASE COURSE (CDOT CLASS 6 ROAD BASE) Add'l Info: Assumed to be placed under all roadway pavement, curb and gutter, and driveways/alleys	4,197	TON
5-9	PERMEATION GROUTING Add'l Info: For tunneling under Colorado in the proximity of utility crossings, 240" width	39	LF
8-1.1b	6" DIP AWWA C151, CLASS 50 WATER LINE Add'l Info: Includes connection to existing water lines and 4" fire line	88	LF
8-1.1c	8" DIP AWWA C151, CLASS 50 WATER LINE Add'l Info: Includes connections to existing water lines	421	LF
8-1.2c	INSTALL 8" WATER VALVE	4	EA
8-1.4a	4" TEMPORARY WATER MAIN BYPASS Add'l Info: Includes temporary tap and all associated fittings, must be Certa-Lok (or similar) pipe per Denver Water standards	559	LF



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

STATEMENT OF QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Estimated</u>	<u>Quantity</u>
8-1.5a	LEAD SERVICE LINE REPLACEMENT, <2" ID Add'l Info: To be used at the discretion of the construction PM if deemed necessary, price of non-lead water services is included in cost to install waterline	215	LF
8-3	RESET OR INSTALL FIRE HYDRANT ASSEMBLY Add'l Info: Includes 6" gate valve and abandonment of existing fire hydrant lateral	1	EA
12-1.1	6" CURB AND GUTTER 2' PAN (CDOT T2, IIB) Add'l Info: Includes curb cut, per standard detail 8.1	799	LF
12-1.2	6" CURB AND GUTTER 1' SPILL PAN (CDOT T2, IB)	48	LF
12-1.8	SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	2,651	SF
12-2.1	CONCRETE SIDEWALK	2,992	SF
12-2.3	CONCRETE BIKE PATH	656	SF
12-2.4	MISCELLANEOUS CONCRETE FLATWORK	147	SF
12-5.5	CONCRETE ALLEY PAVING Add'l Info: 8" concrete paving per 10.1, includes alley gutters and alley returns	832	SF
12-6	CONCRETE MEDIAN STRIP Add'l Info: Concrete median cover material	59	SF
16-1	SECURITY FENCE Add'l Info: to secure job site and open trenches	2,500	LF
16-3	CHAIN LINK FENCE Add'l Info: For tree protection. Refer to Parks specification 01-56.39.03.	770	LF
20-2be	ASPHALT SURFACE COURSE, SX, RAP 20%, N=75, 64-22.	12,674	SY-IN



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DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

STATEMENT OF QUANTITIES

Item No.	Description	Estimated	Quantity
20-2cf	ASPHALT SURFACE COURSE, SX, RAP 20%, N=100, 76-28.	4,723	SY-IN
20-3be	ASPHALT BASE COURSE, S, RAP 20%, N=75, 64- 22.	43,007	SY-IN
20-3cf	ASPHALT BASE COURSE, S, RAP 20%, N=100, 76- 28.	16,608	SY-IN
20-4	ASPHALT ROTOMILL	748	SY-IN
22-1	EARTHWORK Add'l Info: for roadway grading	6,379	SY
33-05.26.01	EXISTING UTILITY LOCATION/COORDINATION/RELOCATION AND/OR ADJUSTMENT	1	LS
34-2.3e	18" DIAMETER C-76 RCP, CLASS III	34	LF
34-2.3g	24" DIAMETER C-76 RCP, CLASS III	281	LF
34-2.3n	48" DIAMETER C-76 RCP, CLASS III	82	LF
34-6.2	PRECAST RCBC (SPECIAL SIZE AND/OR DESIGN) Add'l Info: 13' x 5' Precast RCBC	125	LF
34-6.2	PRECAST RCBC (SPECIAL SIZE AND/OR DESIGN) Add'l Info: 9' x 9' Precast RCBC	490	LF
34-7.1a	8" DIAMETER PVC PIPE Add'l Info: 8" Solid Wall PVC, ASTM D-3034 SDR 35, includes service reconnections and 8"x6" wye connection	116	LF
34-7.1b	10" DIAMETER PVC PIPE Add'l Info: 10" Solid Wall PVC, ASTM D-3034 SDR 35	543	LF



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Item No.	Description	Estimated	Quantity
34-7.1h	27" DIAMETER PVC PIPE Add'l Info: 27" Solid Wall PVC, ASTM F-679 PS46	19	LF
34-7.1k	36" DIAMETER PVC PIPE Add'l Info: For 38" lined steel sewer with flowfill encasement	59	LF
34-11.6zc	120" RPMP BY JACKING/BORING Add'l Info: Includes pits and shoring system, no traffic control or mobilization	154	LF
34-11.9f	30" RPMP BY OPEN CUT (for SN & PN see additional notes) Add'l Info: for pipe between MH100 and CBC1	528	LF
34-12.1a	4' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE Add'l Info: Cast-In-Place Sanitary Manhole	2	EA
34-12.1a	4' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE Add'l Info: Sanitary Manhole	1	EA
34-12.1c	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE	5	EA
34-12.2a	5' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE Add'l Info: Cast-in-Place Sanitary Manhole	3	EA
34-12.2a	5' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE Add'l Info: Sanitary Manhole	1	EA
34-12.4a	CAST-IN-PLACE TYPE B MANHOLE WITH TYPE A TOP SLAB	2	EA
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE Add'l Info: CBC 2 - Trash Vault (includes installation of gate but not procurement of materials for gate)	1	EA



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

STATEMENT OF QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Estimated</u>	<u>Quantity</u>
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE Add'l Info: CBC 100	1	EA
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE Add'l Info: CBC 1	1	EA
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE Add'l Info: CBC 3	1	EA
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE Add'l Info: CBC 4	1	EA
34-12.9	ADJUST UTILITY LIDS Add'l Info: Sanitary Manhole Lids and Valve Boxes	12	EA
34-15.1a	SANITARY SEWER TAP LOCATION AND VERIFICATION	10	EA
34-15.3	UTILITY EXPLORATORY INVESTIGATION	15	EA
34-16.1b	#14 INLET (L=9')	1	EA
34-16.1c	#14 INLET (L=12')	2	EA
34-16.4a	TRIPLE #16 INLET WITH OPEN THROAT	4	EA
34-16.4a	TRIPLE #16 INLET WITH OPEN THROAT Add'l Info: Quadruple #16 Inlet with Open Throat	2	EA
34-17.3a	8" DIAMETER SANITARY SEWER BY-PASS PUMPING Add'l Info: Includes piping to bypass sanitary sewer and all associated appurtenances	158	LF
34-17.3b	10" DIAMETER SANITARY SEWER BY-PASS PUMPING Add'l Info: Includes piping to bypass sanitary sewer and all associated appurtenances	493	LF



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

STATEMENT OF QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Estimated</u>	<u>Quantity</u>
34-17.3h	27" DIAMETER SANITARY SEWER BY-PASS PUMPING Add'l Info: Includes piping to bypass sanitary sewer and all associated appurtenances	17	LF
34-18.2c	CLEANING OF 12" DIAMETER STORM SEWER PIPE	165	LF
40-3	SODDING	127	SF
40-4b	RELOCATE EXISITING SPRINKLER LINE	127	LF
40-4b	RELOCATE EXISITING SPRINKLER LINE Add'l Info: Within Parkway	169	LF
40-5	INSTALL OR RELOCATE SPRINKLER SYSTEM Add'l Info: In new parkway area	1	LS
41-1	TRAFFIC CONTROL	1	LS
43-1b	STORM WATER MANAGEMENT (SCENARIO 2) See SCS 23.0	1	LS
44-1	DEWATERING	1	LS
45-2	QUALITY CONTROL TESTING	1	LS
46-2	EPOXY PAVEMENT MARKING Add'l Info: White	813	SF
46-2	EPOXY PAVEMENT MARKING Add'l Info: Yellow	468	SF
46-4	PREFORMED PLASTIC PAVEMENT MARKING Add'l Info: Type 1 (Inlaid)	1,438	SF
47-1	CONSTRUCTION SURVEYING	1	LS
47-2	SURVEY MONUMENTATION Add'l Info: Includes locating existing monuments	2	EA



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

STATEMENT OF QUANTITIES

Item No.	Description	Estimated	Quantity
50-1	MOBILIZATION	1	LS
32-92.23.01	PARKS SPEC SODDING (NOT WETLAND) KENTUCKY BLUEGRASS, Certified Installer & Certified Pesticide applicator included *****in development*** Add'l Info: Base Bid	8,222	SF
01-21.16.01	ALLOWANCE FOR TREE REMOVAL, TRIMMING/ REPLACEMENT AND DISPOSAL - SEE PROJECT SPECIAL PROVISIONS	1	AA\$
01-21.26.02	ALLOWANCE FOR GROUND WATER TREATMENT CONSUMABLES MONTHLY- SEE PROJECT SPECIAL PROVISIONS Add'l Info: 9 mos. @ \$50,000	1	AA\$
01-21.27.01	ALLOWANCE FOR PNEUMATIC GATE Add'l Info: Obermeyer Gate (procurement of materials)	1	AA\$

E. 16th Avenue System, Ph1 - Add Alt 1

34-17.08.20	STORM SEWER BYPASS Add'l Info: Includes removal of bypass facilities installed with the base bid in Batavia	1	LS
2-1.2a	REMOVE 6" CONCRETE CURB AND/OR GUTTER Add'l Info: Includes excavation behind the curb	935	LF
2-1.4	REMOVE SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	461	SF
2-2.1	REMOVE CONCRETE SIDEWALK	391	SF
2-3.3	REMOVE CONCRETE ALLEY PAVING Add'l Info: Includes alley gutter and alley returns	557	SF
2-11.1a	REMOVE EXISTING 8" SANITARY SEWER PIPE Add'l Info: VCP	120	LF



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

STATEMENT OF QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Estimated</u>	<u>Quantity</u>
2-11.2c	REMOVE EXISTING 12" STORM SEWER PIPE	59	LF
2-11.2e	REMOVE EXISTING 18" STORM SEWER PIPE	117	LF
2-11.5a	ABANDON EXISTING 8" SEWER PIPE Add'l Info: Includes capping the line at 17th and Albion	109	LF
2-11.5c	ABANDON EXISTING 12" SEWER PIPE Add'l Info: Includes 15" and unknown size sewer pipe	8	LF
2-12.1	REMOVE EXISTING SANITARY MANHOLE	1	EA
2-13.1	REMOVE EXISTING STORM INLET	1	EA
2-13.1	REMOVE EXISTING STORM INLET Add'l Info: Abandoned inlet at 17th and Albion	1	EA
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN Add'l Info: Remove and reset	8	EA
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN Add'l Info: New sign - sign panel (class I)	1	EA
2-20a	REMOVE TROLLEY TRACKS	1,100	LF
02-22.13	VIBRATION ASSESSMENT	1	LS
02-22.13.01a	PRE-CONSTRUCTION FACILITY CONDITION ASSESSMENT - Marion Street System, Phase 1	1	LS
2-23	REMOVE DECORATIVE LANDSCAPING Add'l Info: Applies to existing grass in tear drop areas between curb ramps, includes placing back	1	LS
02-71.00.02	GROUND WATER TREATMENT EQUIPMENT & OPERATIONS MONTHLY - SEE PROJECT SPECIAL PROVISIONS	3	MO
3-4	ROCK EXCAVATION	351	CY



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

STATEMENT OF QUANTITIES

Item No.	Description	Estimated	Quantity
3-7a	HEALTH & SAFETY PLAN	1	LS
3-7b	MATERIAL MANAGEMENT PLAN	1	LS
5-8	CRUSHED GRAVEL BASE COURSE (CDOT CLASS 6 ROAD BASE) Add'l Info: Assumed to be placed under all roadway pavement, curb and gutter, and driveways/alleys	1,159	TON
8-1.1b	6" DIP AWWA C151, CLASS 50 WATER LINE Add'l Info: Includes connections to existing water lines	555	LF
8-1.2b	INSTALL 6" WATER VALVE	6	EA
8-1.4a	4" TEMPORARY WATER MAIN BYPASS Add'l Info: Includes temporary tap, must be Certa-Lok (or similar) pipe per Denver Water standards	534	LF
8-1.5a	LEAD SERVICE LINE REPLACEMENT, <2" ID Add'l Info: To be used at the discretion of the construction PM if deemed necessary, price of non-lead water services is included in the cost to install waterline	175	LF
12-1.1	6" CURB AND GUTTER 2' PAN (CDOT T2, IIB)	948	LF
12-1.8	SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	396	SF
12-2.1	CONCRETE SIDEWALK	531	SF
12-5.5	CONCRETE ALLEY PAVING Add'l Info: 8" concrete paving per 10.1, includes alley returns and alley gutter	687	SF
16-3	CHAIN LINK FENCE Add'l Info: Assumed reuse of fencing, for use with 01-56.39.03	700	LF
20-2be	ASPHALT SURFACE COURSE, SX, RAP 20%, N=75, 64-22.	3,309	SY-IN



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STATEMENT OF QUANTITIES

Item No.	Description	Estimated	Quantity
20-3ibe	ASPHALT BASE COURSE, SG, RAP 20%, N=75, 64-22.	12,203	SY-IN
22-1	EARTHWORK Add'l Info: for roadway grading	1,500	SY
33-05.26.01	EXISTING UTILITY LOCATION/COORDINATION/RELOCATION AND/OR ADJUSTMENT	1	LS
34-2.3e	18" DIAMETER C-76 RCP, CLASS III	59	LF
34-6.2	PRECAST RCBC (SPECIAL SIZE AND/OR DESIGN) Add'l Info: 6'x12'	317	LF
34-6.2	PRECAST RCBC (SPECIAL SIZE AND/OR DESIGN) Add'l Info: 12'x6'	60	LF
34-7.1a	8" DIAMETER PVC PIPE Add'l Info: 8" solid wall PVC, ASTM D-3034 SDR 35, includes service reconnections	59	LF
34-12.1a	4' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE Add'l Info: Sanitary manhole	1	EA
34-12.1a	4' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE Add'l Info: Sanitary manhole, Cast-in-place	1	EA
34-12.1c	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE	1	EA
34-12.1d	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & FLAT TOP	1	EA
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE Add'l Info: CBC 5	1	EA



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STATEMENT OF QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Estimated</u>	<u>Quantity</u>
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE Add'l Info: CBC 6	1	EA
34-12.9	ADJUST UTILITY LIDS Add'l Info: Sanitary manhole lids and valve boxes	2	EA
34-15.1a	SANITARY SEWER TAP LOCATION AND VERIFICATION Add'l Info: Locate and verify sanitary services	10	EA
34-15.3	UTILITY EXPLORATORY INVESTIGATION	6	EA
34-16.3a	DOUBLE #16 INLET WITH OPEN THROAT	1	EA
34-16.4a	TRIPLE #16 INLET WITH OPEN THROAT	1	EA
34-17.3a	8" DIAMETER SANITARY SEWER BY-PASS PUMPING Add'l Info: Includes piping to bypass sanitary sewer and all associated appurtenances	53	LF
40-3	SODDING	776	SF
40-4b	RELOCATE EXISITING SPRINKLER LINE	180	LF
40-4b	RELOCATE EXISITING SPRINKLER LINE Add'l Info: In existing parkway	454	LF
41-1	TRAFFIC CONTROL	1	LS
43-1b	STORM WATER MANAGEMENT (SCENARIO 2) See SCS 23.0	1	LS
44-1	DEWATERING	1	LS
45-2	QUALITY CONTROL TESTING	1	LS
46-2	EPOXY PAVEMENT MARKING Add'l Info: White	26	SF



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STATEMENT OF QUANTITIES

Item No.	Description	Estimated	Quantity
47-1	CONSTRUCTION SURVEYING	1	LS
47-2	SURVEY MONUMENTATION	1	EA
50-1	MOBILIZATION	1	LS
32-92.23.01	PARKS SPEC SODDING (NOT WETLAND) KENTUCKY BLUEGRASS, Certified Installer & Certified Pesticide applicator included *****in development*** Add'l Info: Bid Alt 1	1,359	SF
01-21.16.01	ALLOWANCE FOR TREE REMOVAL, TRIMMING/ REPLACEMENT AND DISPOSAL - SEE PROJECT SPECIAL PROVISIONS	1	AA\$
01-21.26.02	ALLOWANCE FOR GROUND WATER TREATMENT CONSUMABLES MONTHLY- SEE PROJECT SPECIAL PROVISIONS	1	AA\$

E. 16th Avenue System, Ph1 - Add Alt 2

34-17.08.20	STORM SEWER BYPASS Add'l Info: Includes removal of bypass facilities installed with the base bid in Batavia	1	LS
2-1.2a	REMOVE 6" CONCRETE CURB AND/OR GUTTER Add'l Info: Includes excavation behind the curb	1,704	LF
2-1.4	REMOVE SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	1,111	SF
2-2.1	REMOVE CONCRETE SIDEWALK	1,326	SF
2-2.2	REMOVE CONCRETE DRIVEWAY PAVING	1,421	SF
2-3.3	REMOVE CONCRETE ALLEY PAVING Add'l Info: Includes alley gutter and alley returns	1,472	SF
2-11.1a	REMOVE EXISTING 8" SANITARY SEWER PIPE Add'l Info: VCP	240	LF



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STATEMENT OF QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Estimated</u>	<u>Quantity</u>
2-11.1h	REMOVE EXISTING 27" SANITARY SEWER PIPE Add'l Info: VCP, CIPP Lined	194	LF
2-11.2c	REMOVE EXISTING 12" STORM SEWER PIPE	119	LF
2-11.2d	REMOVE EXISTING 15" STORM SEWER PIPE	59	LF
2-11.2e	REMOVE EXISTING 18" STORM SEWER PIPE	238	LF
2-11.2n	REMOVE EXISTING 48" STORM SEWER PIPE Add'l Info: Includes 45" storm sewer pipe (brick)	140	LF
2-11.5c	ABANDON EXISTING 12" SEWER PIPE Add'l Info: Includes 15" Sewer Pipe	129	LF
2-12.1	REMOVE EXISTING SANITARY MANHOLE	2	EA
2-12.2	REMOVE EXISTING STORM MANHOLE	1	EA
2-13.1	REMOVE EXISTING STORM INLET	10	EA
2-17.3	REMOVE AND REPLACE/RELOCATE SIGN Add'l Info: Remove and reset	13	EA
02-22.13	VIBRATION ASSESSMENT	1	LS
02-22.13.01a	PRE-CONSTRUCTION FACILITY CONDITION ASSESSMENT - Marion Street System, Phase 1	1	LS
2-23	REMOVE DECORATIVE LANDSCAPING Add'l Info: Tear drop areas between curb ramps, includes putting back in place	1	LS
02-71.00.02	GROUND WATER TREATMENT EQUIPMENT & OPERATIONS MONTHLY - SEE PROJECT SPECIAL PROVISIONS	2	MO
3-4	ROCK EXCAVATION	160	CY



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STATEMENT OF QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Estimated</u>	<u>Quantity</u>
3-7a	HEALTH & SAFETY PLAN	1	LS
5-8	CRUSHED GRAVEL BASE COURSE (CDOT CLASS 6 ROAD BASE)	2,350	TON
8-1.1b	6" DIP AWWA C151, CLASS 50 WATER LINE Add'l Info: includes connection to existing water lines	472	LF
8-1.2b	INSTALL 6" WATER VALVE	4	EA
8-1.4a	4" TEMPORARY WATER MAIN BYPASS Add'l Info: Includes temporary tap	720	LF
8-1.5a	LEAD SERVICE LINE REPLACEMENT, <2" ID Add'l Info: Only if needed	248	LF
12-1.1	6" CURB AND GUTTER 2' PAN (CDOT T2, IIB)	1,610	LF
12-1.8	SIDEWALK ACCESSIBILITY CONCRETE CURB RAMP	1,158	SF
12-2.1	CONCRETE SIDEWALK	1,494	SF
12-5.1	CONCRETE DRIVEWAY PAVING	1,438	SF
12-5.5	CONCRETE ALLEY PAVING Add'l Info: 8" Concrete Paving per 10.1, includes alley gutters and alley returns	1,467	SF
12-6	CONCRETE MEDIAN STRIP Add'l Info: Concrete median cover material	374	SF
16-3	CHAIN LINK FENCE Add'l Info: For use with 01-56.39.03	550	LF
20-2be	ASPHALT SURFACE COURSE, SX, RAP 20%, N=75, 64-22.	7,704	SY-IN
20-3be	ASPHALT BASE COURSE, S, RAP 20%, N=75, 64-22.	21,252	SY-IN



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STATEMENT OF QUANTITIES

Item No.	Description	Estimated	Quantity
22-1	EARTHWORK	2,953	SY
33-05.26.01	EXISTING UTILITY LOCATION/COORDINATION/RELOCATION AND/OR ADJUSTMENT	1	LS
34-2.3e	18" DIAMETER C-76 RCP, CLASS III	131	LF
34-2.3g	24" DIAMETER C-76 RCP, CLASS III	60	LF
34-2.3k	36" DIAMETER C-76 RCP, CLASS III	52	LF
34-2.3n	48" DIAMETER C-76 RCP, CLASS III	48	LF
34-6.2	PRECAST RCBC (SPECIAL SIZE AND/OR DESIGN) Add'l Info: 12' x 6'	251	LF
34-7.1a	8" DIAMETER PVC PIPE Add'l Info: Includes service reconnections	301	LF
34-7.1h	27" DIAMETER PVC PIPE	186	LF
34-11.9j	42" RPMP BY OPEN CUT (for SN & PN see additional notes) Add'l Info: For tie-in to existing brick pipe on Batavia	20	LF
34-12.1a	4' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE	1	EA
34-12.1a	4' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE Add'l Info: Cast-in-place	3	EA
34-12.1c	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE	5	EA
34-12.1d	4' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & FLAT TOP	1	EA



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STATEMENT OF QUANTITIES

Item No.	Description	Estimated	Quantity
34-12.2a	5' DIAMETER PRECAST MANHOLE WITH TYPE A BASE & CONCENTRIC CONE	1	EA
34-12.3c	6' DIAMETER PRECAST MANHOLE WITH TYPE C BASE & CONCENTRIC CONE	2	EA
34-12.4a	CAST-IN-PLACE TYPE B MANHOLE WITH TYPE A TOP SLAB	1	EA
34-12.7	CAST-IN-PLACE SPECIAL STRUCTURE Add'l Info: Precast RCBC 45 degree bends/transitions at Sta. 304+94	1	EA
34-12.9	ADJUST UTILITY LIDS Add'l Info: Sanitary Manhole Lids and Valve Boxes	5	EA
34-15.1a	SANITARY SEWER TAP LOCATION AND VERIFICATION	24	EA
34-15.3	UTILITY EXPLORATORY INVESTIGATION	10	EA
34-16.1a	#14 INLET (L=6')	2	EA
34-16.1b	#14 INLET (L=9')	1	EA
34-16.1c	#14 INLET (L=12')	1	EA
34-16.3a	DOUBLE #16 INLET WITH OPEN THROAT	2	EA
34-16.4a	TRIPLE #16 INLET WITH OPEN THROAT	8	EA
34-16.4a	TRIPLE #16 INLET WITH OPEN THROAT Add'l Info: Quadruple #16	1	EA
34-17.3a	8" DIAMETER SANITARY SEWER BY-PASS PUMPING Add'l Info: Includes piping to bypass sanitary sewer and all associated appurtenances	273	LF



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STATEMENT OF QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Estimated</u>	<u>Quantity</u>
34-17.3h	27" DIAMETER SANITARY SEWER BY-PASS PUMPING Add'l Info: Includes piping to bypass sanitary sewer and all associated appurtenances	169	LF
40-3	SODDING	2,948	SF
40-4b	RELOCATE EXISITING SPRINKLER LINE Add'l Info: If needed for tree lawns	730	LF
41-1	TRAFFIC CONTROL	1	LS
43-1b	STORM WATER MANAGEMENT (SCENARIO 2) See SCS 23.0	1	LS
44-1	DEWATERING	1	LS
45-2	QUALITY CONTROL TESTING	1	LS
47-1	CONSTRUCTION SURVEYING	1	LS
47-2	SURVEY MONUMENTATION Add'l Info: Includes locating existing monuments	2	EA
50-1	MOBILIZATION	1	LS
01-21.16.01	ALLOWANCE FOR TREE REMOVAL, TRIMMING/ REPLACEMENT AND DISPOSAL - SEE PROJECT SPECIAL PROVISIONS	1	AA\$
01-21.26.02	ALLOWANCE FOR GROUND WATER TREATMENT CONSUMABLES MONTHLY- SEE PROJECT SPECIAL PROVISIONS	1	AA\$

CITY AND COUNTY OF DENVER
NOTICE OF INVITATION FOR BIDS
FOR CONTRACT NO. 202056022

E. 16TH AVENUE SYSTEM PHASE 1

BID SCHEDULE:
11:00 a.m., Local Time
December 3, 2020

Bids will be received and accepted via the online electronic bid service, www.QuestCDN.com. Bids must be submitted via QuestCDN no later than **December 3, 2020 at 11:00 a.m.** To access the electronic bid form, download the file (202053704.BF) and click online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list at QuestCDN for bids to be accepted. Bidders will be charged a fee of \$30.00 to submit a bid electronically. All properly uploaded bids will then be opened, witnessed and read aloud.

GENERAL STATEMENT OF WORK:

The East 16th Avenue Storm Sewer Improvements, Phase 1 project is the first phase of an effort to extend and upsize the storm system in the Montclair Basin to relieve frequent and significant flooding in the neighborhood. The downstream end of the project will tie into an existing box in Jackson Street at East 17th Avenue that outfalls into Ferril Lake. The new storm drain will extend via a 9'x9' box east in East 17th Avenue to Colorado Boulevard. Tunneling will be required to cross under Colorado Boulevard. Work will also include a trash vault, full roadway reconstruction, full utility reconstruction, and improvements to the existing system on Batavia Place between Colorado Boulevard and Albion Street. Two alternates to the bid will continue the system east from Colorado Boulevard along East 17th Avenue to Albion Street and then south on Albion Street to Batavia Place.

ESTIMATED CONSTRUCTION COST:

The estimated cost of construction for this project is between \$8,500,000.00 and \$9,400,000.00.

DOCUMENTS AND BID INFORMATION AVAILABLE:

Contract Documents complete with Technical Specifications and, if applicable, construction drawings will be available on the first day of publication at: www.work4denver.com. To download digital Contract Documents at a cost of \$15 per download, reference eBid Document Number #7318743. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance.

PRE-BID MEETING:

A **virtual pre-bid meeting** will be held for this Project at 9:00 a.m., local time, on October 8, 2020. The teleconference call-in number and conference ID can be found on the project page at www.work4denver.com.

An **optional site visit** will be held for this Project between 1:00 p.m. and 3:00 p.m., on October 13, 2020. If for some reason you cannot make this site visit, we will have a secondary optional site visit on October 15, 2020 between 1:00 p.m. and 3:00 p.m. Contractors will need to submit an email by 5:00 p.m. on October 9, 2020 to pw.procurement@denvergov.org requesting a site visit. Contractor will have 20-30 minutes to walk the site. Contractors will be given their time slot before close of business on October 12, 2020. Additional information will be provided at that time. All questions asked during the walk-through will need to be submitted in writing by the question deadline date.

DEADLINE TO SUBMIT QUESTIONS: October 27, 2020 by 10:00 a.m. local time.

PREQUALIFICATION REQUIREMENTS:

Each bidder must be prequalified in category **1E(4) PIPED SEWER** at or above the **\$9,000,000.00** monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the response due date. Applications must be submitted via email to pw.prequal@denvergov.org. To view the Rules and Regulations and to obtain a prequalification application, please visit our website at www.denvergov.org/prequalification.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION:

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

15% Minority and Women-Owned Business Enterprise (MWBE) Participation

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

MISCELLANEOUS:

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

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

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

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

Publication Dates: September 30, October 1, 2, 2020

Published In: The Daily Journal

CITY AND COUNTY OF DENVER INSTRUCTIONS TO BIDDERS

IB-1 INSTRUCTION TO BIDDERS

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

IB-2 BIDDING

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

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

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

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

IB-3 CONTRACT DOCUMENTS AS PUBLISHED BY CITY

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

IB-4 COMPLETING AND SIGNING THE BID FORMS

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

For Bid Forms requiring unit price bids, the bidder shall write in the Bid Worksheet spaces provided a unit price for each item for which a quantity is given and shall also write the product of each unit price and the quantity specified in the "Amount" or "Total" space provided.

Each bidder must sign the Bid Form and give the bidder's current business address. If an individual, the signature must be of the individual offering the bid; if a partnership, the signature must be that of a general

partner; and if a corporation, both the president and the secretary must sign and the seal of the corporation must be affixed. Signatures of other persons may be acceptable if the bid contains sufficient evidence, satisfactory to the City in its sole discretion, to indicate that the other persons are authorized to bind the bidder.

IB-5 UNACCEPTABLE BIDS

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

IB-6 INFORMAL AND UNBALANCED BIDS

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

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

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

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

IB-7 ONLY ONE BID ACCEPTED

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

IB-8 BID GUARANTEE

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

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

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

after approval, if any, by the Council of the City of the proposed Contract with the Apparent Low Bidder, the bid guarantee of the Apparent Low Bidder shall be returned. Such return shall be made within one hundred twenty (120) days from date bids are opened unless otherwise specified in the Special Contract Conditions.

IB-9 SITE INSPECTION AND INVESTIGATIONS

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

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

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

IB-10 INCONSISTENCIES

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

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

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

IB-11 WITHDRAWAL OF BID

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

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

IB-12 WEBSITE

It shall be conclusively presumed that the bidder has, before submitting any bid, read and shall take full responsibility for all addenda, posted decisions, and other information relevant to the bid posted by the City on the www.work4denver.com website.

IB-13 PRE-BID MEETING

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

IB-14 ADDENDA

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

IB-15 VIRTUAL BID OPENING

Unless otherwise suspended, delayed or canceled by posted notice from the Manager, bid opening will occur via teleconference at the time designated in the Notice of Invitation for Bid.

IB-16 EVALUATION OF BIDS AND BASIS OF BID SELECTION

Bids will be evaluated after being read in open meeting at the place designated for such bid opening. All low bidders' 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.

Selection will be made on the basis of the lowest, total, responsive, qualified bid, which bid shall include the total base bid set forth on the Bid Form, plus the total of any alternates set forth on the Bid Form and selected by the City during evaluation. 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. Bid selection will be subject to all requirements and special bidder qualifications contained herein and subject to approval of such resulting Contract in accordance with the Charter and Revised Municipal Code of the City and County of Denver. In addition to all other specified requirements, the City will correct arithmetical errors in all bids and corrected totals only will be considered as the basis of selection.

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

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

IB-17 NOTICE TO APPARENT LOW BIDDER

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

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

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

IB-18 EXECUTION OF CONTRACT

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

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

IB-19 BONDING REQUIREMENTS

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

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

IB-20 INSURANCE REQUIREMENTS

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

IB-21 PERMITS AND LICENSES

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

IB-22 PREVAILING WAGE REQUIREMENTS

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

Date bid or proposal issuance was advertised **September 30, 2020**.

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

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

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

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

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

IB-23 PAYMENT OF CITY MINIMUM WAGE

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

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

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

IB-24 TAX REQUIREMENTS

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

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

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

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

IB-25 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

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

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

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

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

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

Meeting Established Goal

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

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

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

Good Faith Effort

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

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

IB-27 DISCLOSURE OF INFORMATION

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

IB-28 GENERAL BIDDING INFORMATION

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

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IB-29 PAYMENT PROCEDURE REQUIREMENTS

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

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

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**RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

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

**RULE I
DEFINITIONS**

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

Revised: 10/19/93

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RULE II
NOTICE OF HEARING

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

RULE III
HEARING

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

REGULATIONS

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

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

Revised: 10/19/93

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

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

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

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

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

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

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

Revised: 10/19/93

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

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

1. **APPENDIX A:** City and County of Denver Equal Opportunity Clause-ALL CONTRACTS funded only with City & County of Denver monies.
2. **APPENDIX B:** Equal Opportunity Clause (11246)-ALL FEDERAL ASSISTED
3. **APPENDIX C:** Section 3-Assurance of Compliance-HUD ASSISTED PROJECTS.
4. **APPENDIX D:** Section 3-Clause-HUD ASSISTED PROJECTS.

All amendments to the appendices shall be included by reference.

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

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

1. **APPENDIX E:**

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

2. **APPENDIX F:**

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

Revised: 04/12/91

EEO-5

APPENDIX A

CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE-ALL CONTRACTS

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

Revised: 09/28/90

EEO-A1

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

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

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

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

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

Revised: 10/02/90

EEO-A2

APPENDIX F
BID CONDITIONS
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

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

Revised: 10/19/93

EEO-F1

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

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

1. **GOALS AND TIMETABLES:**

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

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

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

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

Revised: 10/02/90

EEO-F2

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

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

2. **SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

Revised: 11/12/82

EEO-F3

- a. The contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.
- b. The contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, the reasons. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the contractor, the file should have documented this and their reasons.
- c. The contractor should have promptly notified the Department of Public Works, and Mayor's Office of Contract Compliance when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority or female sent by the contractor, or when the contractor has other information that the union referral process has impeded efforts to meet its goals.
- d. The contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority and female employees.

Revised: 10/19/93

EEO-F4

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

Revised: 10/19/93

EEO-F5

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

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

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

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

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

Revised: 10/19/93

EEO-F6

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

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

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

Revised: 09/26/90

EEO-F7

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

B. **Obligations Applicable to Contractors:**

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

Revised: 10/19/93

EEO-F8

C. **General Requirements**

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

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

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

Revised: 04/12/91

EEO-F9

3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.
4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.
5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, City and County Building, Room 379, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

Revised: 04/12/91

EEO-F10

**CITY AND COUNTY OF DENVER
CONTRACT NO. 202056022**

E. 16TH AVENUE SYSTEM PHASE 1

CONTRACT

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

**BT CONSTRUCTION, INC.
9885 EMPORIA STREET, HENDERSON, CO 80640**

WITNESSETH, commencing on **September 30, 2020**, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

<p>CONTRACT NO. 202056022 E. 16TH AVENUE SYSTEM PHASE 1</p>
--

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

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

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

1. CONTRACT DOCUMENTS

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

Advertisement of Notice of Invitation for Bids
Instructions to Bidders
Commitment to MWBE Participation
Letters(s) of Intent
IA - List of Proposed Subcontractors, Subconsultants, and/or Suppliers
Article III, Divisions 1, 2, and 3 of Chapter 28, D.R.M.C.
Bid Bond
Addenda (as applicable)
Equal Employment Opportunity Provisions (Appendix A and Appendix F)
Bid Form
Contract Form
General Contract Conditions

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

2. SCOPE OF WORK

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

3. TERMS OF PERFORMANCE

The Contractor agrees to undertake the performance of the Work under this Contract within ten (10) days after being notified to commence work by issuance of a Notice to Proceed in substantially the form contained herein from the Manager and agrees to fully complete said Work within **365 (Three Hundred and Sixty-Five)** consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

4. TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for **One Hundred and Fourteen (114) bid items (34-41.13.02 through 01-21.27.01), plus alternate #1**, the total estimated cost thereof being **Fourteen Million Twenty Thousand Seven Hundred Eight Dollars and Forty-Three Cents (\$14,020,708.43)**. Adjustments to said Contract Amount and payment of amounts due hereunder shall be made in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

5. NO DISCRIMINATION IN EMPLOYMENT

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

6. COMPLIANCE WITH MWBE REQUIREMENTS

This Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.) referred to in this Contract as the "MWBE Ordinance" any corresponding Rules and Regulations, and any additional requirements contained herein. Without limiting the general applicability of the foregoing, the Contractor/Consultant acknowledges its continuing duty, pursuant to the D.R.M.C., to maintain throughout the duration of this Contract, and compliance with the MWBE commitment of **15.88%**, upon which the City

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

7. WAGE RATE REQUIREMENTS

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

8. APPLICABILITY OF LAWS

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

9. APPROPRIATION

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

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

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

10. [RESERVED]

11. ASSIGNMENT

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

12. DISPUTES RESOLUTION PROCESS

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

13. CONTRACT BINDING

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

14. PARAGRAPH HEADINGS

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

15. SEVERABILITY

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

16. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Contract Control Number: DOTI-202056022-00
Contractor Name: BT CONSTRUCTION, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202056022-00
BT CONSTRUCTION, INC.

By:  _____
CF4FB66902B9416...

Name: Josh Livermore
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

**STANDARD SPECIFICATIONS FOR CONSTRUCTION
GENERAL CONTRACT CONDITIONS**

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CITY AND COUNTY OF DENVER
SPECIAL CONTRACT CONDITIONS

SC-1 CONSTRUCTION SPECIFICATIONS

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

City and County of Denver:

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

Transportation Standards and Details for the Engineering Division

City and County of Denver Traffic Standard Drawings

Wastewater Capital Projects Management

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

Colorado Department of Transportation:

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

Federal Highway Administration:

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

Building & Fire Codes:

Building Code of the City and County of Denver

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

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

National Fire Protection Association Standards

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

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

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

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

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

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

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

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

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

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

SC-4 DEPUTY MANAGER / CITY ENGINEER

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

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

SC-5 PROJECT DELIVERY ADMINISTRATION / CITY ENGINEER

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

SC-6 WASTEWATER MANAGEMENT DIVISION

The Wastewater Management Division is a unit of the Department of Transportation and Infrastructure and is supervised by the Deputy Manager of the Department of Transportation and Infrastructure for Wastewater Management, who is subordinate to the Manager of the Department of Transportation and

Infrastructure. This Division is responsible for the operation and maintenance of the City's wastewater facilities.

SC-7 CITY DELEGATION OF AUTHORITY

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

Department of Transportation and Infrastructure:

Project Manager
Lauren Winnen

Telephone
720.415.8787

Consultant
Muller Engineering Company

Name
Audrey Rogers

Telephone
970.218.9781

SC-8 LIQUIDATED DAMAGES

Should the Contractor fail to complete all Work within the Contract Time allocated under the Contract Form at Paragraph 3, TERMS OF PERFORMANCE, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of **\$2,000.00** for each Day that the Contractor exceeds the time limits herein specified, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.

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

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

SC-9 SUBCONTRACTS

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

SC-10 PAYMENTS TO CONTRACTORS

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

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

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Department of Transportation and Infrastructure	Lauren Winnen	720.415.8787

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

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

The forms, Final Release and Certificate of Payment (Subcontractor/Supplier) and the Contractor's Certification of Payment (CCP), both of which must be used are attached below. If subcontractor or supplier payments are disbursed via Textura® CPM, those systems generated Release and CCP forms are acceptable.

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

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

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DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

**FINAL RELEASE AND CERTIFICATE OF PAYMENT
(PRIME CONTRACTOR)**

(PROJECT NO. and NAME)

Date: _____, 20__.

(NAME OF OWNER)

Contract #: _____.

(NAME OF PRIME CONTRACTOR)

Contract Value: \$ _____.

Current Progress Payment: \$ _____.

Date: _____.

Total Paid to Date: \$ _____.

Date of Last Work: _____.

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

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

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

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

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

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

STATE OF COLORADO) ss.
CITY OF _____)


(Name of Contractor)

Signed and sworn before me this
day of _____, 20__.

By: _____

Notary Public/Commissioner of Oaths
My Commission Expires _____

Title: _____

 DENVER <small>THE MILE HIGH CITY</small>	City and County of Denver
	Contractor's/Consultant's Certification of Payment (CCP)

Prime Contractor or Consultant:	Phone:	Project Manager:
Pay Application #:	Pay Period:	Amount Requested:
Contract #:	Project Name:	
Current Completion Date:	Percent Complete:	Prepared By:
Original Contract Amount:	Current Contract Amount:	

			A	B	C	D	E	F
Prime/Subcontractor/Supplier Name	Contracted to:	M/W/S/ DBE/ NON	Original Contract Amount	Current Contract Amount including Amendments	Requested Amount of this Pay Application	Amount Paid on the Previous Pay Application #	Net Paid To Date	Paid % Achieved (G/I)
General Contractor	City of Denver	MBE						
Self Performed	n/a							
Subcontracted	n/a							
Sub1 - 1st Tier	General Contractor							
Sub2 - 1st Tier	General Contractor							
Self Performed	n/a							
Sub 1 - 2nd Tier	Sub 2 - 1st Tier							
Sub 3 - 1st Tier	General Contractor							
Self Performed	n/a							
Sub 2 - 2nd Tier	Sub 3 - 1st Tier							
Self Performed	n/a							
Sub 1 - 3rd Tier	Sub 2 - 2nd Tier							
Totals			\$ -	\$ -	\$ -	\$ -	\$ -	0%

The undersigned certifies that the information contained in this document is true, accurate and that the payments shown have been made to all subcontractors and suppliers used on this project and listed herein. Please use an additional form, if more space is necessary.

Prepared By (Signature):	Date:
--------------------------	-------

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 detached and utilized in accordance with the Contract Documents:

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

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

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

SC-12 CONSTRUCTION INSPECTION BY THE CITY

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

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

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

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

SC-13 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

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

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

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

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

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

SC-16 ATTORNEY’S FEES

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

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

SC-17 INSURANCE

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

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

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

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

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

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

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

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

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

(8) Business Automobile Liability: Contractor shall maintain Business Automobile Liability, 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) Contractors Pollution Liability: Contractor shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

(11) Additional Provisions:

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

SC-18 GREENPRINT DENVER REQUIREMENTS

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

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

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

SC-19 RESERVED

SC-20 DEFENSE AND INDEMNIFICATION

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

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

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Bond Number: 34BCSIM4866

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned BT CONSTRUCTION, INC., 9885 EMPORIA ST, HENDERSON, CO 80640, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and Hartford Fire Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of CT, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of Fourteen Million Twenty Thousand Seven Hundred Eight Dollars and Forty-Three Cents (\$14,020,708.43), 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. 202056022 - E. 16th Avenue System Phase 1**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

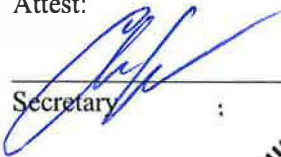
PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the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

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

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

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


Attest:



Secretary :

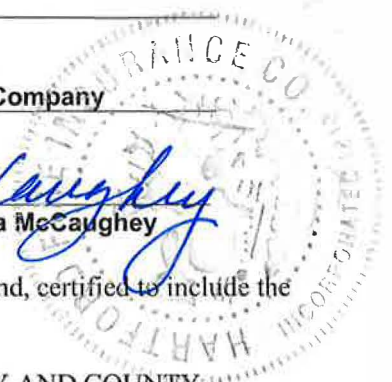


BT Construction, Inc.
Contractor

By: 
VICE President

Hartford Fire Insurance Company
Surety

By: 
Attorney-In-Fact Ashlea McCaughey



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

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

Signature by CAO will be provided
By: _____
later and fully incorporated herein
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY
DENVER

Signature by the Mayor will be provided later
and fully incorporated herein.
By: _____

MAYOR
Signature by the ED will be provided later
and fully incorporated herein.
By: _____

**EXECUTIVE DIRECTOR OF THE DEPARTMENT
OF TRANSPORTATION AND INFRASTRUCTURE**

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

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

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HOLMES MURPHY AND ASSOC LLC

Agency Code: 34-346205

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

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

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

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

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



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

SS. Lake Mary

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



Jessica Ciccone

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

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

Signed and sealed in Lake Mary, Florida.



Keith Dozois

Keith D. Dozois, Assistant Vice President



THINKING AHEAD

January 11, 2021

**PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION**

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

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

RE: **BT Construction, Inc.**

Contract No: **202056022**
Federal Project No:
Project Name: **E. 16th Avenue System Phase 1, Denver, CO**
Contract Amount: **\$14,020,708.43**
Performance and Payment Bond No: **34BCSIM4866**

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency through Hartford Fire insurance company, on January 11th, 2021.

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

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

Thank you,
Hartford Fire
Sincerely,


Ashlea McCaughey, Attorney-in-Fact



CERTIFICATE OF LIABILITY INSURANCE

10/1/2021 DATE (MM/DD/YYYY)
1/11/2021

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

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

PRODUCER Lockton Companies 8110 E Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <hr/> <div style="text-align: center;">INSURER(S) AFFORDING COVERAGE</div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: The Phoenix Insurance Company</td> <td style="width: 20%; text-align: right;">25623</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of America</td> <td style="text-align: right;">25674</td> </tr> <tr> <td>INSURER C: Great American Insurance Company</td> <td style="text-align: right;">16691</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: The Phoenix Insurance Company	25623	INSURER B: Travelers Property Casualty Co of America	25674	INSURER C: Great American Insurance Company	16691	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Great American Insurance Company	16691												
INSURER D:													
INSURER E:													
INSURER F:													
INSURED BT Construction, Inc. 1375941 9885 Emporia Street Henderson, CO 80640													

COVERAGES BTCON01 CERTIFICATE NUMBER: 17285533 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT-CO-4H983410-PHX-20	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-6N339174-20-26-G	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP-8J518965-20-26	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-6J84757A-20-26-G	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C C	Instl Fltr Bldrs Risk Prof Liab Poll Liab	N	N	QT6309C602340-TIL20 PCM1398844 PCM1398844	10/1/2020 10/1/2020 10/1/2020	10/1/2021 10/1/2021 10/1/2021	Lmt: \$5,500,000 Ded: \$2,500 Lmt: \$2,000,000 Lmt: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contract Number: 202056022. City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured as respects General Liability, Auto Liability, and Umbrella Liability if required by written contract. Waiver of Subrogation applies in favor of the Additional Insured as respects General Liability, Auto Liability, Umbrella Liability, and Workers' Comp if required by written contract, where permissible by law. 30 days' notice of cancellation for reasons other than nonpayment; 10 days' notice for nonpayment of premium.

CERTIFICATE HOLDER 17285533 City and County of Denver Department of Transportation & Infrastructure 201 W. Colfax Ave., Dept. 608 Denver, CO 80202	CANCELLATION See Attachments 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
---	---

DT-CO-4H983410-PHX-20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II — WHO IS AN INSURED:**

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III — Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV — Commercial General Liability Conditions.

DT-CO-4H983410-PHX-20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE — This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured—Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured — Governmental Entities — Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability—Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS**A. WHO IS AN INSURED — UNNAMED SUBSIDIARIES**

The following is added to **SECTION II — WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II — Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED — GOVERNMENTAL ENTITIES — PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II — WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II — WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III — LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I — COVERAGES — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II — Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY — RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE - GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT J. PERSONAL EFFECTS K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II - LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **Section II - Liability Coverage**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II - LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

The following replaces Paragraph **A.2.a.(4)**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

5. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or

similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual)

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV - BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: UB-6J84757A-20-26-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

DESIGNATED ORGANIZATION:

Any Person or Organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.



NOTICE TO APPARENT LOW BIDDER

Name
Address
City, State Zip

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **December 3, 2020**, for work to be done and materials to be furnished in and for:

CONTRACT 202056022 - E. 16th Avenue System Phase 1

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) (\$_____)**.

It will be necessary for you to appear forthwith at the office of the Department of Transportation and Infrastructure, Contract Administration, 201 W. Colfax Ave., Dept 614, Denver, Colorado 80202, to receive the said Contract Documents, execute the same and return them to the Department of Transportation and Infrastructure, Contract Administration within the time limit set forth in the Bid Package Documents.

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

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

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

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

NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202056022

Page 2

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

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

CITY AND COUNTY OF DENVER

By _____
Executive Director of the Department of Transportation and Infrastructure

SAMPLE

City and County of Denver Department of Transportation & Infrastructure

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

www.denvergov.org/doti

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



**NOTICE TO PROCEED
(SAMPLE)**

Current Date

Name
Company
Street
City/State/Zip

CONTRACT NO. 202056022 - E. 16th Avenue System Phase 1

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 202056022, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of 365 calendar days, the project must be complete on or before _____.

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

Sincerely,

By: _____
Lesley B. Thomas
City Engineer

cc:

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

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



Certificate of Contract Release
202056022 - E. 16th Avenue System Phase 1

Current Date
Name
Street Address
City, State, Zip

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

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

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

Contractor's Signature

Date Signed

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

Sincerely,

Contract Administration

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

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

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Prevailing Wage Rates

Contract Number: 202056022

E. 16th Avenue System Phase 1

September 30, 2020



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification & Compensation Technician II
DATE: August 31, 2020
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, August 28, 2020** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200002
Superseded General Decision No. CO20190002
Modification No. 2
Publication Date: 08/28/2020
(6 pages)

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

Attachments as listed above.

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

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

"General Decision Number: CO20200002 08/28/2020

Superseded General Decision Number: CO20190002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020
1	01/31/2020
2	08/28/2020

ASBE0028-001 07/01/2019

Rates

Fringes

Asbestos Workers/Insulator
(Includes application of

all insulating materials,
 protective coverings,
 coatings and finishings to
 all types of mechanical
 systems).....\$ 32.98 14.73

BRCO0007-004 01/01/2019

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

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

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

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

ELEC0012-004 06/01/2019

PUEBLO COUNTY

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

ELEC0068-001 06/01/2019

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

	Rates	Fringes
ELECTRICIAN.....	\$ 36.50	16.18

ELEC0111-001 03/01/2019

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 20.41	13.75%+\$6.20

Line Equipment Operator.....	\$ 28.98	13.75%+\$6.20
Lineman and Welder.....	\$ 44.92	25.25%+\$5.75

 * ELEC0113-002 02/01/2020

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 32.35	16.72

 ELEC0969-002 06/01/2019

MESA COUNTY

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

 * ENGI0009-001 05/01/2020

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

 IRON0024-003 11/01/2019

	Rates	Fringes
Ironworkers:.....	\$ 30.85	22.26
Structural		

 LABO0086-001 05/01/2009

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

Laborers:

Pipelayer.....\$ 18.68 6.78

PLUM0003-005 06/01/2017

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

Rates Fringes

PLUMBER.....\$ 39.08 16.44

PLUM0058-002 07/01/2018

EL PASO COUNTY

Rates Fringes

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

PLUM0058-008 07/01/2018

PUEBLO COUNTY

Rates Fringes

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

PLUM0145-002 07/01/2016

MESA COUNTY

Rates Fringes

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

PLUM0208-004 06/01/2016

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

Rates Fringes

PIPEFITTER.....\$ 37.10 16.62

SHEE0009-002 07/01/2019

Rates Fringes

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

 TEAM0455-002 07/01/2019

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 21.91	4.42
Tandem/Semi and Water.....	\$ 22.54	4.42

 SUCO2001-006 12/20/2001

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

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

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

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

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



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification & Compensation Technician II
DATE: January 06, 2020
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, January 03, 2020** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200009
Superseded General Decision No. CO20190009
Modification No. 0
Publication Date: 01/03/2020
(6 pages)

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

Attachments as listed above.

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

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

"General Decision Number: CO20200009 01/03/2020

Superseded General Decision Number: CO20190009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* CARP9901-008 11/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 26.50	10.32

ELEC0068-016 03/01/2011

Rates	Fringes
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TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Zone 1.....	\$ 26.42	4.75%+8.68
Zone 2.....	\$ 29.42	4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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

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

 ENGI0009-008 05/01/2018

Rates	Fringes
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POWER EQUIPMENT OPERATOR:

(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....	\$ 28.25	10.70
(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 28.25	10.70
(3)-Motor Grader (blade- rough) Douglas County.....	\$ 28.25	10.70
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 28.40	10.70
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 28.40	10.70
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 28.57	10.70
(5)-Motor Grader (blade- finish) Douglas County.....	\$ 28.57	10.70
(6)-Crane (91-140 tons).....	\$ 29.55	10.70

 SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender- Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)...	\$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones,		

Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman

Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17

TRUCK DRIVER

Distributor

Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27

Dump Truck

Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27

Lowboy Truck.....	\$ 17.25	5.27
Mechanic.....	\$ 26.48	3.50

Multi-Purpose Specialty &

Hoisting Truck

Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88

Pickup and Pilot Car

Denver.....	\$ 14.24	3.77
Douglas.....	\$ 16.43	3.68

Semi/Trailer Truck.....	\$ 18.39	4.13
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Truck Mounted Attenuator....	\$ 12.43	3.22
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Water Truck

Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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

**Office of Human Resources
Supplemental Rtes
(Specific to the Denver Projects)
Revised 08/21/2019)**

Classification		Base	Fringe
Guard Rail Installer		\$13.00	\$3.20
Highway Parking Lot Striping: Painter		\$13.00	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$13.00	\$3.16
Laborer: Traffic Control (Flagger)		\$13.00	\$3.05
Laborer: Stationary Flags(excludes Flaggers)		\$13.00	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$13.00	\$3.22

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

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

**Technical Specifications, Plans/Drawings,
Addendum #1, 2, and 3**

Contract Number: 202056022

E. 16th Avenue System Phase 1

September 30, 2020

**PLEASE NOTE: Documents listed above are
incorporated by reference and filed with the
Clerk and Recorder File No. 20210005**