

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Contract Documents

Contract Number: 202262166

South Broadway Multimodal Improvements

March 29, 2022



NOTICE TO APPARENT LOW BIDDER

**Hamon Infrastructure, Inc.
5670 Franklin Street
Denver, CO 80216**

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **May 12, 2022**, for work to be done and materials to be furnished in and for:

CONTRACT 202262166 – South Broadway Multimodal Improvements

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 Fifty-Five (155) bid items (202-00090 through 700-70082)** the total estimated cost thereof being: **Fourteen Million Two Hundred Sixty Thousand Dollars and No Cents (\$14,260,000.00)**.

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

- a. Insurance Certificates: Commercial General Liability, Business Automobile and Workers Compensation and Contractor's Pollution Liability; and
- b. Payment and Performance Bond along with One original Power of Attorney relative to Performance and/or Payment Bond.

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

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

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



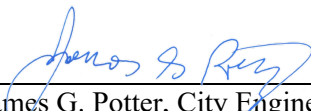
NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202262166

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Dated at Denver, Colorado this 14th day of July 2022.

CITY AND COUNTY OF DENVER

By: 
James G. Potter, City Engineer
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: 202262166

South Broadway Multimodal Improvements

March 29, 2022

**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 the **BID FORM PACKAGE**.*

BIDDER'S CHECKLIST

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

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

FORM/ PAGE NO.	COMMENTS	COMPLETE
BF-4	a.) Legal name, address, acknowledgment signature, and attestation (if required) b.) If Addenda have been issued, complete bottom section.	<input type="checkbox"/>
BF-7	a.) Fill in individual bid item dollars and totals in numerical figures only. b.) Complete all blanks c.) Legal name (required)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
BF-8	a.) Write out bid total/totals in words and figures in the blank form space(s) provided. b.) Calculate Textura® Construction Payment Management System Fee from chart on pg. BF-3 and include fee in the Base Bid space provided.	<input type="checkbox"/> <input type="checkbox"/>
BF-9	a.) Fill in all Bid Bond blanks b.) Signatures required c.) Corporate Seal (if required) d.) Dated e.) Attach Surety Agent's Power of Attorney or Certified/Cashier's check made out to the Manager of Revenue referencing bidder's company and Contract Number	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
BF-10	a.) Each bidder, as a condition of responsiveness to this solicitation, shall <u>complete and include</u> the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their Bid in QuestCDN.	<input type="checkbox"/>
BF-11 – BF-19	Complete all CDOT forms, including: a.) Form 1413: Bidder's List b.) Form 1414: Anticipated DBE Participation Plan c.) Form 1415: Commitment Confirmation (submit to CDOT within five (5) calendar days of bid opening) d.) Form 1416: Good Faith Effort Report (if applicable, submit to CDOT within five (5) calendar days of bid opening). e.) Form 605: Contractors Performance Capability Statement (submit to CDOT within five (5) calendar days of bid opening) f.) Form 606: Anti-Collusion Affidavit g.) Form 621: Assignment of Anti-Trust Claims (submit to CDOT within five (5) calendar days of bid opening)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Textura® Construction Payment Management System (“Textura”)

Bidder recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (“Textura”) for this Project to request payment from the City and to pay subcontractors. All certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Textura. 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

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.: 202262166

FEDERAL AID PROJECT NO.: STU M320-133 (24292)

SOUTH BROADWAY MULTIMODAL IMPROVEMENTS

BIDDER: Hamon Infrastructure, Inc.
(Legal Name per Colorado Secretary of State)

ADDRESS: 5670 Franklin St
Denver, CO 80216

CONTACT PERSON FOR ALL MATTERS RELATING TO THIS DOCUMENT

NAME: Ryan Mastrianni **TITLE:** Vice-Secretary

EMAIL: rmastrianni@hamoninfrastructure.com **PHONE NUMBER:** 303.297.0340

AUTHORIZED ELECTRONIC SIGNATORY

NAME: Ryan Mastrianni

EMAIL: rmastrianni@hamoninfrastructure.com

The undersigned bidder states the undersigned bidder received and had an opportunity to fully and thoroughly examine a complete set of the Contract Documents for **Federal Aid Project No. STU M320-133 (24292), City and County of Denver Contract No. 202262166 - South Broadway Multimodal Improvements**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated March 29, 2022.

The undersigned bidder acknowledges 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 the Contract Documents as defined in Paragraph 1 of the contract and including this executed Bid Form and Submittal Package, constitute all of the terms, conditions, and requirements upon which this submission is based. The undersigned bidder further understands that, by submission of this Bid Form and Submittal Package, the City shall rely on the representations and commitments of the undersigned bidder contained herein.

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

- Bid Form and Submittal Package Acknowledgment Form
- Bid Form
- Bid Bond
- Certificate of Insurance
- Applicable FHWA Contract Forms

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

- Bid Form and Submittal Package Acknowledgment Form
- Bid Form
- Bid Bond
- Certificate of Insurance
- Applicable FHWA Contract Forms

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

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

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

Addenda Number 1 Date April 28, 2022
 Addenda Number 2 Date May 3, 2022
 Addenda Number _____ Date _____

Dated this 5 day of May, 2022.

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: Hamon Infrastructure, Inc.

By: Ryan Mastrianni

Title: Vice-Secretary

ATTEST:

By: Michael S. Walters

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

BID FORM

**CONTRACT NO.: 202262166
FEDERAL AID PROJECT NO.: STU M320-133 (24292)**

SOUTH BROADWAY MULTIMODAL IMPROVEMENTS

BIDDER: Hamon Infrastructure, Inc.
(Legal Name per Colorado Secretary of State)

TO: The Executive Director 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 **March 29, 2022**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Federal Aid Project No. STU M320-133 (24292), City and County of Denver Contract No. 202262166 - South Broadway Multimodal Improvements** in Denver, Colorado, in full accordance with, and conformity to, the Plans, Technical Specifications, and Contract Documents hereto attached or by reference made a part hereof, at and for the following price(s) set forth on this Bid Form.

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

Advertisement of Notice of Invitation for Bids
Instructions to Bidders
Bid Bond
Addenda (as applicable)
CDOT DBE Documents
Equal Employment Opportunity Provisions
(Appendices A, B, E and F)
Bid Form
Prevailing Wage Rate Schedule(s)
Technical Specifications
General Contract Conditions
Special Contract Conditions
Performance and Payment Bond
Notice to Apparent Low Bidder
Notice to Proceed
Contractor's Certification of Payment Form
Final/Partial Release and Certificate of Payment

Federal Requirements
Contractors Performance Capability Statement
Anti-Collusion Affidavit
Assignment of Anti-Trust Claims
On-the-Job Training (where applicable)
Required Contract Provisions Federal Aid
Construction Contracts
Contract Form
Contract Drawings
Accepted Shop Drawings
Certificate of Insurance
Change Orders (as applicable)

202262166: South Broadway Multimodal Improvements (#8134257)					
Item Code	Item Description	UofM	Quantity	Unit Price	Extension
202-00090	REMOVAL OF	EA	135	\$55.00	\$7,425.00
202-00250	REMOVAL OF	SF	14,183	\$2.00	\$28,366.00
627-00005	EPOXY PAVEMENT	GAL	178	\$225.00	\$40,050.00
627-30405	PREFORMED THERMOPLASTIC	SF	31,258	\$15.00	\$468,870.00
202-00001	REMOVAL OF	EA	13	\$460.00	\$5,980.00
202-00001	REMOVAL OF	EA	41	\$555.00	\$22,755.00
202-00012	REMOVAL OF TREE	EA	7	\$400.00	\$2,800.00
202-00012	REMOVAL OF TREE	EA	5	\$1,200.00	\$6,000.00
202-00019	REMOVAL OF INLET	EA	23	\$3,500.00	\$80,500.00
202-00021	REMOVAL OF	EA	10	\$3,500.00	\$35,000.00
202-00031	REMOVAL OF FIRE	EA	6	\$4,500.00	\$27,000.00
202-00035	REMOVAL OF PIPE	LF	840	\$62.50	\$52,500.00
202-00200	REMOVAL OF	SY	4,398	\$80.00	\$351,840.00
202-00203	REMOVAL OF CURB	LF	6,015	\$25.00	\$150,375.00
202-00207	REMOVAL BRICK	SY	247	\$49.00	\$12,103.00
202-00210	REMOVAL OF	SY	7,658	\$70.00	\$536,060.00
202-00220	REMOVAL OF	SY	521	\$55.00	\$28,655.00
202-00828	REMOVAL OF	LS	1	\$75,000.00	\$75,000.00
202-04005	CLEAN VALVE	EA	76	\$500.00	\$38,000.00
202-05010	SAWING CONCRETE	LF	10,126	\$6.00	\$60,756.00
202-05030	SAWING ASPHALT	LF	659	\$3.85	\$2,537.15
202-99996	TREE GRATE	EA	9	\$850.00	\$7,650.00
202-99997	REMOVAL OF TREE	EA	5	\$700.00	\$3,500.00
202-99998	REMOVAL OF TREE	EA	1	\$600.00	\$600.00
202-99999	ABANDON PIPE	LF	140	\$32.00	\$4,480.00
203-00050	UNSUITABLE	CY	100	\$150.00	\$15,000.00
203-01597	POTHOLING	HR	192	\$450.00	\$86,400.00
203-02330	AIR SPADING/PNEUMATI	EA	52	\$510.00	\$26,520.00
207-00250	TOPSOIL FILL	CY	96	\$116.00	\$11,136.00
208-00000	EROSION CONTROL	LS	1	\$150,000.00	\$150,000.00
210-00001	RESET STRUCTURE	EA	29	\$600.00	\$17,400.00
210-00001	RESET STRUCTURE	EA	36	\$580.00	\$20,880.00
210-00001	RESET STRUCTURE	EA	35	\$750.00	\$26,250.00
210-00001	RESET STRUCTURE	EA	51	\$1,210.00	\$61,710.00
210-00001	RESET STRUCTURE	EA	1	\$3,100.00	\$3,100.00
210-00001	RESET STRUCTURE	EA	8	\$650.00	\$5,200.00
210-00001	RESET STRUCTURE	EA	12	\$710.00	\$8,520.00
210-00001	RESET STRUCTURE	EA	1	\$18,000.00	\$18,000.00
210-00001	RESET STRUCTURE	EA	1	\$5,250.00	\$5,250.00
210-00001	RESET STRUCTURE	EA	1	\$30,100.00	\$30,100.00

202262166: South Broadway Multimodal Improvements (#8134257)					
Item Code	Item Description	UofM	Quantity	Unit Price	Extension
210-00001	RESET STRUCTURE (TRANSFORMER/ELE	EA	1	\$48,100.00	\$48,100.00
210-00001	RESET STRUCTURE	EA	12	\$580.00	\$6,960.00
210-00001	RESET STRUCTURE	EA	3	\$580.00	\$1,740.00
210-00035	RESET WATER METER	EA	7	\$2,000.00	\$14,000.00
210-00050	RESET FIRE HYDRANT	EA	7	\$12,500.00	\$87,500.00
210-00750	RESET LIGHT	EA	3	\$5,000.00	\$15,000.00
210-00815	RESET SIGN PANEL	EA	3	\$55.00	\$165.00
210-00892	PORTABLE PAN-TILT-ADJUST VALVE	EA	4	\$1,360.00	\$5,440.00
210-04010	BOX/MANHOLE	EA	76	\$2,000.00	\$152,000.00
210-04015	MODIFY MANHOLE	EA	10	\$7,000.00	\$70,000.00
212-00050	SOD	SF	540	\$1.90	\$1,026.00
212-00100	TREE RETENTION	LS	1	\$72,500.00	\$72,500.00
212-00701	ORGANIC FERTILIZER (MECHANICALLY	CY	20	\$60.00	\$1,200.00
212-01200	COMPOST	CY	20	\$100.00	\$2,000.00
214-00225	DECIDUOUS TREE	EA	5	\$1,200.00	\$6,000.00
213-00008	WOOD MULCH	CF	1,090	\$6.00	\$6,540.00
214-99998	TREE GRATE (60 INCH	EA	57	\$6,250.00	\$356,250.00
214-99999	TREE GRATE (60 INCH	EA	1	\$5,000.00	\$5,000.00
217-00020	HERBICIDE	HR	16	\$150.00	\$2,400.00
240-00000	WILDLIFE BIOLOGIST	HR	16	\$133.00	\$2,128.00
250-00010	ENVIROMENTAL HEALTH AND SAFETY	LS	1	\$50,000.00	\$50,000.00
304-06007	AGGREGATE BASE	CY	2,199	\$170.00	\$373,830.00
306-01000	RECONDITIONING	SY	461	\$15.00	\$6,915.00
403-00721	HOT MIX ASPHALT	TON	69	\$200.00	\$13,800.00
412-01200	CONCRETE	SY	6,366	\$150.00	\$954,900.00
503-00018	DRILLED SHAFT (18	LF	5	\$275.00	\$1,375.00
503-00024	DRILLED SHAFT(24	LF	107	\$600.00	\$64,200.00
503-00036	DRILLED SHAFT (36	LF	507	\$1,100.00	\$557,700.00
503-00048	DRILLED SHAFT (48	LF	17	\$1,250.00	\$21,250.00
601-51000	48 LB MAGNESIUM	EA	9	\$2,800.00	\$25,200.00
603-01150	15 INCH REINFORCED	LF	963	\$270.00	\$260,010.00
603-02160	12X18 INCH REINFORCED	LF	70	\$370.00	\$25,900.00
604-19105	INLET TYPE R L 5 (10	EA	8	\$8,900.00	\$71,200.00
604-16005	INLET TYPE 16	EA	25	\$8,900.00	\$222,500.00
604-30005	MANHOLE SLAB BASE	EA	11	\$12,000.00	\$132,000.00
604-99999	CORE-IN STORM	EA	6	\$5,100.00	\$30,600.00
608-00006	CONCRETE	SY	3,855	\$65.00	\$250,575.00
608-00010	CONCRETE CURB	SY	774	\$115.00	\$89,010.00
608-00050	BRICK PAVERS	SF	96	\$99.00	\$9,504.00

202262166: South Broadway Multimodal Improvements (#8134257)					
Item Code	Item Description	UofM	Quantity	Unit Price	Extension
608-99999	2' SIDEWALK CHASE	EA	2	\$4,255.00	\$8,510.00
609-20000	CURB TYPE 2	LF	125	\$125.00	\$15,625.00
609-21010	CURB AND GUTTER	LF	12	\$150.00	\$1,800.00
609-21020	CURB AND GUTTER	LF	1,719	\$65.00	\$111,735.00
609-21900	CURB AND GUTTER	LF	88	\$100.00	\$8,800.00
609-71001	FLUSH CONCRETE	LF	2,352	\$85.00	\$199,920.00
609-99999	RAISED CONCRETE	SF	12,220	\$16.05	\$196,131.00
610-00020	MEDIAN COVER MATERIAL	SF	4,880	\$20.35	\$99,308.00
612-00013	DELINEATOR (SPECIAL)	EA	5	\$975.00	\$4,875.00
612-00044	DELINEATOR	EA	10	\$195.00	\$1,950.00
612-00045	DELINEATOR	EA	18	\$195.00	\$3,510.00
612-00401	TUBULAR MARKER	EA	50	\$275.00	\$13,750.00
613-00200	2 INCH ELECTRICAL	LF	180	\$55.00	\$9,900.00
613-00300	3 INCH ELECTRICAL	LF	7,642	\$60.00	\$458,520.00
613-00399	FIBEROPTIC CABLE	EA	13	\$2,700.00	\$35,100.00
613-07004	TYPE B PULL BOX	EA	51	\$2,350.00	\$119,850.00
613-07009	TYPE B PULL BOX	EA	13	\$2,350.00	\$30,550.00
613-07099	TYPE D PULL BOX	EA	7	\$2,700.00	\$18,900.00
613-07999	TYPE C PULL BOX	EA	33	\$2,700.00	\$89,100.00
613-10000	WIRING	LS	1	\$197,000.00	\$197,000.00
613-13000	LUMINAIRE (LED)	EA	52	\$1,650.00	\$85,800.00
614-00011	SIGN PANEL (CLASS I)	SF	1,272	\$46.25	\$58,830.00
614-00014	STANDARD STREET	EA	42	\$550.00	\$23,100.00
614-00200	STEEL SIGN POST (U-	LF	718	\$19.50	\$14,001.00
614-10160	SIGNAL HEAD	EA	110	\$150.00	\$16,500.00
614-70117	PEDESTRIAN SIGNAL	EA	93	\$575.00	\$53,475.00
614-70336	TRAFFIC SIGNAL FACE	EA	141	\$905.00	\$127,605.00
614-70398	BICYCLE SIGNAL FACE	EA	29	\$1,180.00	\$34,220.00
614-70398	BICYCLE SIGNAL FACE	EA	22	\$1,400.00	\$30,800.00
614-72854	TRAFFIC SIGNAL	EA	13	\$32,000.00	\$416,000.00
614-72863	PEDESTRIAN PUSH	EA	1	\$1,900.00	\$1,900.00
614-72866	FIRE PREEMPTION	EA	31	\$3,400.00	\$105,400.00
614-72899	TR1 MITIGATOR	EA	2	\$1,900.00	\$3,800.00
614-80001	FLASHING BEACON	EA	2	\$3,500.00	\$7,000.00
614-81000	TRAFFIC SIGNAL-	EA	15	\$5,680.00	\$85,200.00
614-81120	TRAFFIC SIGNAL- LIGHT POLE STEEL (1-	EA	2	\$21,200.00	\$42,400.00
614-81125	TRAFFIC SIGNAL- LIGHT POLE STEEL (1-	EA	7	\$21,400.00	\$149,800.00
614-81130	TRAFFIC SIGNAL- LIGHT POLE STEEL (1-	EA	5	\$27,300.00	\$136,500.00

202262166: South Broadway Multimodal Improvements (#8134257)					
Item Code	Item Description	UofM	Quantity	Unit Price	Extension
614-81135	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-	EA	14	\$24,150.00	\$338,100.00
614-81140	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-	EA	8	\$24,500.00	\$196,000.00
614-81145	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-	EA	2	\$28,500.00	\$57,000.00
614-81150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-	EA	4	\$29,500.00	\$118,000.00
614-81155	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-	EA	1	\$31,500.00	\$31,500.00
614-81160	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-	EA	1	\$38,000.00	\$38,000.00
614-84000	TRAFFIC SIGNAL	EA	1	\$5,000.00	\$5,000.00
614-86006	TELEMETRY	EA	13	\$8,650.00	\$112,450.00
614-86299	CONTROLLER	EA	12	\$4,350.00	\$52,200.00
614-86800	UNINTERRUPTED	EA	13	\$6,600.00	\$85,800.00
614-87333	CLOSED CIRCUIT TELEVISION CAMERA	EA	23	\$5,800.00	\$133,400.00
614-99999	ELECTRIC METER	EA	13	\$8,500.00	\$110,500.00
619-06060	6 INCH DUCTILE IRON	LF	170	\$475.00	\$80,750.00
619-06110	10 INCH DUCTILE	LF	52	\$1,150.00	\$59,800.00
619-06120	12 INCH DUCTILE	LF	63	\$1,600.00	\$100,800.00
619-50640	8 INCH PLASTIC	LF	25	\$1,150.00	\$28,750.00
619-75048	6 INCH GATE VALVE	EA	6	\$4,800.00	\$28,800.00
619-75096	12 INCH GATE VALVE	EA	4	\$12,000.00	\$48,000.00
619-78048	6 INCH FIRE	EA	6	\$12,400.00	\$74,400.00
624-20013	12 INCH DRAINAGE	LF	92	\$145.00	\$13,340.00
625-00000	CONSTRUCTION	LS	1	\$400,958.85	\$400,958.85
626-00000	MOBILIZATION	LS	1	\$1,500,000.00	\$1,500,000.00
626-01113	PUBLIC INFORMATION	LS	1	\$30,000.00	\$30,000.00
629-01006	SURVEY MONUMENT	EA	52	\$390.00	\$20,280.00
630-00000	FLAGGING	HR	1,500	\$35.00	\$52,500.00
630-00003	UNIFORM TRAFFIC	HR	600	\$115.00	\$69,000.00
630-00007	TRAFFIC CONTROL	DAY	183	\$225.00	\$41,175.00
630-00012	TRAFFIC CONTROL	DAY	365	\$750.00	\$273,750.00
630-80335	BARRICADE (TYPE 3	EA	92	\$650.00	\$59,800.00
630-80341	CONSTRUCTION TRAFFIC SIGN PANEL	EA	80	\$150.00	\$12,000.00
630-80342	CONSTRUCTION TRAFFIC SIGN PANEL	EA	8	\$875.00	\$7,000.00
630-80343	CONSTRUCTION TRAFFIC SIGN PANEL	EA	44	\$450.00	\$19,800.00
630-80355	PORTABLE MESSAGE	EA	2	\$12,500.00	\$25,000.00

202262166: South Broadway Multimodal Improvements (#8134257)					
Item Code	Item Description	UofM	Quantity	Unit Price	Extension
630-80358	ADVANCED WARNING FLASHING	EA	6	\$4,500.00	\$27,000.00
630-80360	DRUM	EA	200	\$85.00	\$17,000.00
630-85020	MOBILE	EA	10	\$395.00	\$3,950.00
700-70010	F/A MINOR	F/A	1	\$250,000.00	\$250,000.00
700-70082	F/A FURNISH AND INSTALL ELECTRICAL	F/A	1	\$150,000.00	\$150,000.00

Attachment 4

Sum of estimated cost for item numbers 202-00090 through 700-70082 (One Hundred Fifty-Five [155] total bid items) and the Textura Fee equals Total Base Bid Amount:

Fourteen Million Two Hundred Sixty Thousand

Dollars and ⁰⁰/₁₀₀ cents

Dollars (\$ 14,260,000.00)

If the Executive Director 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, within five (5) days after the date of the Notice: (i) execute the attached form of Contract in conformity with this bid; (ii) furnish the required proofs of insurance; and (iii) furnish the required bond in the sum of the full amount of this bid, executed by a surety company acceptable to the Executive Director.

The Great American Insurance Company, a corporation of the State of Ohio, is hereby offered as Surety on said bond. If such surety is not approved by the Executive Director, another and satisfactory surety company shall be furnished.

Enclosed with this bid is a bid guarantee, as defined in the attached Instructions to Bidders, in the amount of five percent (5%) of the total bid amount. 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 it is the Apparent Low Bidder; and (iii) the undersigned bidder fails to execute the Contract in the form prescribed or to furnish the required bond and proofs of insurance, within five (5) days after the date of such notification.

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

Name: _____ Name: _____

Address: _____ Address: _____

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

There are no such persons, firms, or corporations interested with the Undersigned Bidder, Hamon Infrastructure, Inc., in this bid.

CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT Hamon Infrastructure, Inc., as Principal, and Great American Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of OH, and authorized to do business within the State of Colorado, as Surety, are held and firmly bound unto the City and County of Denver, Colorado, as Obligee, in full and just sum of Five Percent of 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 May 12th, 20 22, for the construction of: **Federal Aid Project No. STU M320-133 (24292), City and County of Denver Contract No. 202262166 - South Broadway Multimodal Improvements**, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado, and said Obligee has required as a condition for receiving said bid that the Principal deposit specified bid security in the amount of not less than five percent (5%) of the amount of said bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract, for such construction and furnish required Performance and Payment Bond if the contract is offered him that said sum be paid immediately to the Obligee as liquidated damages, and not as a penalty, for the Principal's failure to perform.

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

Signed, sealed and delivered this 2nd day of May, 2022.

ATTEST


Secretary MICHAEL J. WALTERS



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

Hamon Infrastructure, Inc.
Principal

By: 
Title: Ryan Mastrianni
Controller & Vice Secretary

Great American Insurance Company
Surety

By: 
Ashlea McCaughey, Attorney-in-Fact

[SEAL]

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **SIX**

No. 0 21481

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
DONALD E. APPELBY	MARK SWEIGART	ALL OF	ALL
TODD D. BENGFOR	ASHLEA MCCAUGHEY	GREENWOOD VILLAGE, COLORADO	\$100,000,000
SARAH C. BROWN	JESSICA JEAN RINI		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **28TH** day of **SEPTEMBER**, 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this **28TH** day of **SEPTEMBER**, 2020, before me personally appeared **MARK VICARIO**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **2nd** day of **May**, 2022



Atty L C. B.

Assistant Secretary

DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS INSTRUCTIONS

Include a copy of the completed form with your Bid Form Package in QuestCDN.

Click on the following link to complete and download the form to be uploaded into QuestCDN:

[Diversity and Inclusiveness* in City Solicitations Information Request Form \(openforms.com\)](https://openforms.com)

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.

Diversity and Inclusiveness* in City Solicitations Information Request Form

Submission date: **29 April 2022, 8:19AM**
Receipt number: **158**
Related form version: **5**

Page 1/2

Business Email Address	rmastrianni@hamoninfrastructure.com
Enter Email Address of City and County of Denver contact person facilitating this solicitation	doti.procurement@denvergov.org
Please provide the City Agency that is facilitating this solicitation:	Department of Transportation and Infrastructure (DOTI)
Project Name	South Broadway Multimodal Improvements
Solicitation No. (If Applicable)	202262166
Name of Your Company	Hamon Infrastructure, Inc
What Industry is Your Business?	Construction/Landscape/Maintenance Services
Street Address	5670 Franklin St
City	Denver
State	CO
ZIP Code	80216
Business Phone Number	303-297-0340
Business Facsimile Number	303-296-9601

Page 2/2

1. How many employees does your company employ? **51 - 100**

1A. How many of your employees are full time? **69**

1B. How many of your employees are part time? **1**

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

2.1. Employment and retention? **Yes**

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

2.3. Customer Service? **Yes**

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) *

Hamon Infrastructure, Inc. respects, values and celebrates the unique attributes, characteristics and perspectives that make each person who they are. We believe that our strength lies in our diversity among the broad range of people, subcontractors, suppliers, owners and communities we represent and with whom we work. We consider diversity and inclusion a driver of excellence and seek out diversity of participation, thought and action. It is our aim, therefore, that our members, partners, key stakeholders reflect and embrace these core values. Hamon's goal is to positively impact our company and local community by modeling excellence in diversity and inclusion in the following three areas:

Human Capital

It is important to support and nurture the employees of Hamon by creating positive workplace environments and structures that enable them to be engaged in their jobs and to challenge them appropriately to support growth.

Key Stakeholders

Individuals, organizations and corporations of all types have the potential to offer insight and expertise on a broad range of strategies related to diversity and

inclusion initiatives. We are committed to working collaboratively with key stakeholders locally and statewide to strengthen the integrity, impact and relevance of our diversity and inclusiveness program.

Programs and Resources

Hamon strives to leverage its programs and services to enhance the construction industry and its efforts to promote diversity and inclusion with an emphasis on:

Standards and Best Practices

Career Pipeline

Professional Development

Definitions

Diversity. The quality of being different or unique at the individual or group level. This includes age; ethnicity; gender; gender identity; language differences; nationality; parental status; physical, mental and developmental abilities; race; religion; sexual orientation; skin color; socio-economic status; education; work and behavioral styles; the perspectives of each individual shaped by their nation, experiences and culture—and more. Even when people appear the same on the outside, they are different.

Inclusion. The act of including; a strategy to leverage diversity. Diversity always exists in social systems. Inclusion, on the other hand, must be created. In order to leverage diversity, an environment must be created where people feel supported, listened to and able to do their personal best.

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

Yes

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

5.1 What percentage of the total number of employees generally participate? **76 - 100%**

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)

Hamon Infrastructure implements its diversity and inclusion policies in its supply and procurement activities. Hamon seeks out DBE subcontractors and suppliers using the unified DBE list produced by the City and County of Denver. In addition, Hamon seeks out minority-owned businesses to encourage them to apply for DBE certification. Hamon also mentors all DBE and minority-owned businesses as needed to assist and support them in successfully performing their work in accordance with project specifications.

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

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

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

10. I attest that the information represented herein is true, correct and complete, to the best of my knowledge. **Check Here if the Above Statement is True.**


Name of Person Completing Form **Ryan Mastrianni**

Today's Date **04/29/2022**

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

STU M320-133 (24292)
BIDDERS LIST – CDOT FORM #1413

pg. 1 of 2


COLORADO DEPARTMENT OF TRANSPORTATION				
BIDDERS LIST				
Project Name/Description	Project Number	Project Code/ SubAccount	Proposal Date	
South Broadway Multimodal Improvements	202262166		5.12.22	
Contractor Hamon Infrastructure Inc.			Region	
Subcontractors/Suppliers/Vendors: The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected.				
Firm Name	Email	Work Proposed (Select all that apply)	DBE (Y/N)	Selected (Y/N)
A1 Organics	AndyRoth@a1organics.com	1	N	N
Absolute Quality Construction Inc	george_smithel@yahoo.com	5	Y	N
Affordable Rooter & More, LLC	affordablerooter@msn.com	21	Y	N
Aggregate Industries	nancy.gomez@hotrim.com	1	N	N
Albert Frei & Sons	sales@albertfreisandsons.com	1	N	N
Allstate Sweeping, Inc	bkrieger@AllstateSweeping.net	3	Y	N
Alterra Underground Solutions	Steven@alterraunderground.com	21	N	N
American Sign	rhonda@americansgn.com	2	Y	Y
American Striping	tony@americanstripingcompany.com	16	N	N
Brannan Ready Mix	jgleeson@brannan1.com	1	N	N
Burnco	estimating.co@burnco.com	1	N	N
Cascade Environmental	mattkoch@halkor.com	30	N	N
Circuit Media	info@circuitmedia.com	23	N	N
Colorado Utility Finders	info@coloradoutilityfinders.com	21	N	N
Concrete Coring	GREG@CONCRETE-CORING.COM	21	N	N
Core & Main	Darrik.Trent@coreandmain.com	1	N	N
Dalco Industries Incorporated	mikea@dalcoind.com	1	N	N
Denver Metro Security LLC, Inc	sperry@denvermetrosecurity.net	2	N	N
Dyna Electric	Ron@lova-paving.com	6	N	N
EJ USA, Inc.	nik.armstrong@ejco.com	1	N	N
Environmental Logistics, Inc.	mike@envlogistics.com	13	N	N
Environmental Meritt	xmeritt@environmentalmeritt.com	13	Y	N
Evolve Tree Experts	evolvetreexperts@gmail.com	21	N	N
Flashfill Services, LLC	bobbowen@flashfillservices.com	1	N	N
Colorado BARRICADE	@IL@COLORADOBARRICADE	16	N	N
I certify that the information provided herein is true and correct to the best of my knowledge.				
Name Ryan Mastrianni	Signature/Initials 	Title Controller & Vice Secretary	Date 5.22.22	
Work Proposed Categories: 1. Materials and Supplies 2. Flagging and Traffic Control 3. Trucking and Hauling 4. Precast Concrete, Foundations, and Footings 5. Concrete Paving, Flatwork and Repair 6. Lighting and Electrical 7. Signs, Signal Installation and Guardrail 8. Fencing 9. Buildings and Vertical Structures 10. Utility, Water and Sewer Lines 11. Structural Steel and Steel Reinforcement 12. Riprap and Anchored Retaining Walls 13. Landscape and Erosion Control 14. Bridge and Bridge Deck Construction 15. Asphalt Paving 16. Road and Parking Lot Marking 17. Chip Seal, Crack Seal, Joint Seal and Crack Fill 18. Bridge Painting and Coating 19. Stainway and Ornamental Metal 20. Parking Lots and Commercial Sidewalks 21. Cleaning, Demolition, Excavation and Earthwork 22. Engineering and Surveying Services 23. Public Relations and Involvement 24. Piles and Deep Foundations 25. Waste Management and Recycling 26. Site Clean Up 27. Mechanical and HVAC 28. Tunnel Construction 29. Profiling and Grinding 30. Environmental Health and Safety				
This form must be submitted by the proposal deadline. For CDOT projects, submit to cdot_hq_dbefirms@state.co.us .				

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STU M320-133 (24292)

BIDDERS LIST – CDOT FORM #1413


pg. 2 of 2

COLORADO DEPARTMENT OF TRANSPORTATION				
BIDDERS LIST				
Project Name/Description	Project Number	Project Code/ SubAccount	Proposal Date	
South Broadway Multimodal Improvements	202262166		5.12.22	
Contractor Hamon Infrastructure Inc			Region	
Subcontractors/Suppliers/Vendors: The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected.				
Firm Name	Email	Work Proposed (Select all that apply)	DBE (Y/N)	Selected (Y/N)
Garza Concrete Structures Inc.	mj@garzacs.com	10	Y	N
Golf and Sport Solutions	eric@golfandsportsolutions.com	1	N	N
Ground Engineering	osh.graeve@groundeng.com	11	N	N
HeyRed Marketing Communications	lynn@heyredmarketing.com	23	Y	N
Hot Shot Supply CO	matt@hotshotsupplyco.com	1	Y	N
HOLCIM	john.cheever@holcim.com	1	N	N
Inlet Structures, Inc	danny@inletstructuresinc.com	10	Y	N
J.A. Hall Industries, Inc	jake@jahallindustries.com	1	N	N
JDR Company, Inc.	JDRCOMPANY@qwestoffice.net	13	Y	N
Kinetic Energy	cj.schott@kineticindustry.com	21	N	N
Kolbe Striping, Inc	bids@kolbestriping.com	16	N	N
Loya Construction	jr@loya-paving.com	15	Y	Y
Oldcastle Infrastructure	Austin.Bell@oldcastle.com	1	N	N
Ralph Martinez Trucking Inc.	Dianna@ralphmartineztrucking.com	3	Y	N
Ram-Co Trucking Services	Juan@ram-cotrucking.com	3	Y	N
RDZ Build	alex@rdzbuild.com	5	Y	N
Smith Environmental & Engineering	colinmarshall@smithdelivers.com	30	N	N
Snow's Specialty Drilling Inc	mike@snowdrilling.com	4	N	N
Statewide Safety Systems	rpruett@statewidess.com	2	N	N
Sturgeon Electric Company Inc	ccervera@myrgroup.com	6	N	N
Top Hand Field Services LLC	anthony@tophandfs.com	21	N	N
Triax Engineering	info@triaxgeo.com	22	N	N
United Rentals	drandall@ur.com	21	N	N
Vine Laboratories, Inc	pat.diskin@vinecolorado.com	11	N	N
I certify that the information provided herein is true and correct to the best of my knowledge.				
Name Ryan Mastrianni	Signature/Initials 	Title Controller & Vice Secretary	Date 5.12.22	
Work Proposed Categories: 1 Materials and Supplies 2 Flagging and Traffic Control 3 Trucking and Hauling 4 Precast Concrete, Foundations, and Footings 5 Concrete Paving, Floorwork and Repair 6 Lighting and Electrical 7 Signs, Signal Installation, and Guardrail 8 Fencing 9 Buildings and Vertical Structures 10 Utility, Water and Sewer Lines 11 Structural Steel and Steel Reinforcement 12 Riprap and Anchored Retaining Walls 13 Landscape and Erosion Control 14 Bridge and Bridge Deck Construction 15 Asphalt Paving 16 Road and Parking Lot Marking 17 Chip Seal, Crack Seal, Joint Seal and Crack Fill 18 Bridge Painting and Coating 19 Stairway and Ornamental Metal 20 Parking Lots and Commercial Sidewalks 21 Cleaning, Demolition, Excavation and Earthwork 22 Engineering and Surveying Services 23 Public Relations and Involvement 24 Piles and Deep Foundations 25 Waste Management and Recycling 26 Site Clean Up 27 Mechanical and HVAC 28 Tunnel Construction 29 Profiling and Grading 30 Environmental Health and Safety				
This form must be submitted by the proposal deadline. For CDOT projects, submit to cdot_hq_dbefirms@state.co.us .				

CDOT Form #1413 12/16


STU M320-133 (24292)

ANTICIPATED DBE PARTICIPATION PLAN – CDOT FORM #1414

COLORADO DEPARTMENT OF TRANSPORTATION ANTICIPATED DBE PARTICIPATION PLAN			
Bidder:	Hamon Infrastructure Inc	Project Name:	South Broadway Multimodal Improv.
Bidder Contact:	Ryan Mastrianni	Subaccount #:	
Bidder Phone:	(303)	Bid Submission Date:	5/12/2022
Bidder Email:	rmastrianni@hamoninfrastructure.com	DBE Contract Goal:	12%
Preferred Contact Method:	Email	Region:	
DBE Commitments			
DBE Firm Name	Work to Be Performed	Commitment Amount	Eligible Participation
Loya Construction, Inc.	Flatwork and Asphalt	1,544,910	1,544,910
American Sign Company	Traffic Control & Striping	308,890	308,890
Total Eligible Participation		1,853,800	900,000
Total Bid Amount		14,160,000	
Total Eligible Participation Percentage		13.0%	13.4%
Bidder Signature			
<p>COMMITMENTS LISTED ON THIS FORM SHALL BE BINDING ON THE BIDDER UPON CONTRACT AWARD. IF THE DBE GOAL IS ZERO, DBE COMMITMENTS ARE OPTIONAL AND THE BIDDER IS NOT REQUIRED TO LIST ANY DBE COMMITMENTS ON THIS FORM. This section must be signed by an individual with the authority to bind the Bidder. By signing this form, as an authorized representative of the Bidder, you declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best your knowledge. Further, you attest that you understand the following:</p> <p>CDOT shall not award a contract (or provide its concurrence to award a Local Agency Project) until it has been determined that commitments are sufficient to meet the DBE contract goal or else good faith efforts have been made to meet the goal despite falling short. Once your bid has been submitted, commitments may not be modified or terminated without the approval of CDOT. If selected as the lowest apparent bidder, you shall submit a Form 1415 for each commitment listed above. If you have not met the contract goal, you will also be required to submit documentation of all good faith efforts to meet the contract goal. It is your responsibility to ensure that the selected DBEs are certified for the work to be performed and that their eligible participation has been properly counted. Please review your project's DBE requirements for additional information and instructions on calculating eligible participation.</p>			
Name	Ryan Mastrianni	Title	Vice Secretary
Signature			Date
			5/12/22

CDOT Form # 1414 10/20

STU M320-133 (24292)

COLORADO DEPARTMENT OF TRANSPORTATION				
COMMITMENT CONFIRMATION				
SECTION 1. This section must be completed by the Contractor.				
Project Name:	South Broadway Multimodal Improvements	Subaccount #:		
Bidder:	Hamon Infrastructure	Bidder Phone:	303-297-0340	
Bidder Contact:	Ryan Mastrianni	Bidder Email:	rmastrianni@hamoninfrastructure.com	
DBE Firm Name:	Loya Construction	DBE Phone:	720-254-3702	
DBE Address:	7070 Dahlia, Commerce City, CO 80022	DBE Email:	jr@loya-paving.com	
Commitment Details				
Category	Work to be Performed	DBE Work Code(s)	Commitment Amount	Eligible Participation
Construction	Flatwork and Asphalt	237310, 238990	1,544,910.00	1,544,910.00
Trucking				
Supplies				
Services				
Total			1,544,910.00	0.00 1,544,910.00
This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate to the best of your knowledge.				
Ryan Mastrianni	Vice Secretary		5-13-22	
Bidder/Contractor Representative	Title	Signature	Date	
SECTION 2. This section must be completed by the DBE. (Attach additional pages if necessary).				
This document is not a contract with the Bidder/Contractor; it is an acknowledgement of the obligation that the Bidder/Contractor is making to CDOT. The amounts listed above may be less than the subcontractor or purchase order amount, but can never be more, and shall not reflect any mark up by the Bidder/Contractor. All questions must be answered.				
Are you contracting directly with the Bidder/Contractor or with one of its subcontractors? If with a subcontractor, provide the firm name.	Contractor			
Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors? If so, explain.	NO			
Do you intend to subcontract any portion of the work listed above? If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.	NO			
Will you be providing trucking services on this project? If so, state how many of your own trucks and employees you will have on this project.	NO			
Who within your firm will be supervising and responsible for your firm's work on this project?	Liberio Loya Jr			
Will you be acting as a broker on this project? If so, state what you will be brokering and your approximate brokerage fee.	NO			

STU M320-133 (24292)

Will you be acting as a supplier on this project? If so, please state what you will be supplying and whether you will manufacture the items		NO	
This section must be signed by an individual with the power to contractually bind the DBE. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated.			
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
DBE Representative	Title	Signature	Date
Review your project's DBE requirements for additional instructions on completing and submitting this form. Questions may also be directed to the CDOT Civil Rights & Business Resource Center at (303) 757-9234 or by email at dot_civilrights@state.co.us.			
SECTION 3. This section must be completed by Region Civil Rights Specialist or Civil Rights and Business Resource Center staff member			
Name	Title	Approved or Denied	Date of Decision
Pre-award CDOT projects: This form should be uploaded with the Utilization Plan and submitted electronically to the Civil Rights & Business Resource Center via B2GNow.			
Pre-award local agency projects: Submit this form to the local agency that will be awarding the project.			

CDOT #1415 10/20

STU M320-133 (24292)

COLORADO DEPARTMENT OF TRANSPORTATION
COMMITMENT CONFIRMATION

SECTION 1. This section must be completed by the Contractor.

Project Name:	South Broadway Multimodal Improvements	Subaccount #:	
Bidder:	Hamon Infrastructure	Bidder Phone:	303-297-0340
Bidder Contact:	Ryan Mastrianni	Bidder Email:	rmastrrianni@hamoninfrastructure.com
DBE Firm Name:	American Sign Company	DBE Phone:	303-680-3909
DBE Address:	14883 E Hinsdale Ave #3, Centennial, CO 80112	DBE Email:	rhonda@americansgn.com

Commitment Details

Category	Work to be Performed	DBE Work Code(s)	Commitment Amount	Eligible Participation
Construction	Traffic Control & Signage installed	237310, 561990	308,890.00	308,890.00
Trucking				
Supplies				
Services				
Total			308,890.00 60.00	308,890.00 60.00

This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate to the best of your knowledge.

Ryan Mastrianni	Vice Secretary		5-13-22
Bidder/Contractor Representative	Title	Signature	Date

SECTION 2. This section must be completed by the DBE. (Attach additional pages if necessary).

This document is not a contract with the Bidder/Contractor; it is an acknowledgement of the obligation that the Bidder/Contractor is making to CDOT. The amounts listed above may be less than the subcontractor or purchase order amount, but can never be more, and shall not reflect any mark up by the Bidder/Contractor. All questions must be answered.

Are you contracting directly with the Bidder/Contractor or with one of its subcontractors? If with a subcontractor, provide the firm name.	Bidder/Contractor - Hamon Infrastructure
Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors? If so, explain.	No
Do you intend to subcontract any portion of the work listed above? If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.	No
Will you be providing trucking services on this project? If so, state how many of your own trucks and employees you will have on this project.	No
Who within your firm will be supervising and responsible for your firm's work on this project?	Rhonda Collins
Will you be acting as a broker on this project? If so, state what you will be brokering and your approximate brokerage fee.	No

STU M320-133 (24292)

Will you be acting as a supplier on this project? If so, please state what you will be supplying and whether you will manufacture the items.		No	
This section must be signed by an individual with the power to contractually bind the DBE. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated.			
Rhonda Collins	President	Rhonda Collins	5-12-22
DBE Representative	Title	Signature	Date
Review your project's DBE requirements for additional instructions on completing and submitting this form. Questions may also be directed to the CDOT Civil Rights & Business Resource Center at (303) 757-9234 or by email at dot_civilrights@state.co.us .			
SECTION 3. This section must be completed by Region Civil Rights Specialist or Civil Rights and Business Resource Center staff member			
Name	Title	Approved or Denied	Date of Decision
Pre-award CDOT projects: This form should be uploaded with the Utilization Plan and submitted electronically to the Civil Rights & Business Resource Center via B2GNow.			
Pre-award local agency projects: Submit this form to the local agency that will be awarding the project.			

CDOT #1415 10/20

GOOD FAITH EFFORT REPORT – CDOT FORM #1416

COLORADO DEPARTMENT OF TRANSPORTATION GOOD FAITH EFFORT REPORT			
Section 1. Contractor and Project Information			
Bidder:		Project:	
Address:		Project Code:	
Contact Name:		Proposal Amount:	
Contact Phone:		Contract Goal Percentage:	
Contact Email:		Contract Goal Dollar Value:	
Section 2. Efforts to Achieve DBE Participation. Attach a narrative that answers the questions below and complete Page 2 (Subcontractor Quote Summary). Provide any supporting documentation which demonstrates your good faith efforts.			
a. Describe your overall plan or approach to meeting the contract goal. Include how much and what work you intend to self-perform; how much and what work you intend to subcontract; what work areas were identified as subcontracting opportunities for DBEs; and the approximate number of DBEs per area.			
b. Describe your efforts to obtain DBE participation (i.e. how you attempted to execute your plan or approach to meeting the contract goal). Include direct outreach (state the DBE solicited, date(s) and method of phone, email or fax); indirect outreach such as events, publications, and/or communication with minority and other organizations that you conducted to reach DBEs (state date(s), location and audience); other efforts you made to assist DBEs in competing for or obtaining contracts (accepting quotes from DBEs that may be higher than other subcontractors, modifications to contract scopes, unbundling, mentoring, etc.); and obstacles you encountered in assisting or contracting with DBEs. Cost alone shall not be a reason to reject a DBE and will be considered in the evaluation of Page 2.			
c. If the eligible participation submitted on the Form 1414 was miscalculated, determined to be invalid, or otherwise did not meet the contract goal, provide your justification for such deficiencies and the remedies you have taken or intend to take to avoid the issue in the future. If you have obtained any additional commitments since submission of the bid, attach the Form 1415(s) and the reason why such commitments were not obtained prior to the proposal due date.			
Section 3. Affidavit of Good Faith Efforts. The Bidder must show that it took all necessary and reasonable steps to achieve the DBE contract goal which by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. 49 CFR Part 26, Appendix A sets forth examples and guidance for good faith efforts. The contractor is not limited to the examples provided in 49 CFR Part 26, Appendix A and may provide any documentation that demonstrates good faith efforts to obtain DBE participation on this contract.			
If, at any time, CDOT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, CDOT may initiate suspension or debarment proceedings against the person or firm under 49 CFR Part 29, take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice or Office of the Inspector General for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal program.			
By signing below, the Bidder hereby affirms that it has made good faith efforts and has documented all such efforts in this form and the attached supporting documentation.			
I, _____, am the _____ of _____.			
Representative Name	Title	Company	
I have the authority to make this affidavit for and on behalf of my company. All information provided herein and attached as evidence of my company's good faith efforts is true and accurate to the best of my belief.			
_____	_____		
Signature	Date		
Notarization: Must be completed by a licensed notary.			
County of _____		State of _____	
Subscribed and sworn before me this _____ day of _____		SEAL	
Notary Signature _____			
Notary Address _____			

CDOT projects: Submit this form and all supporting documentation to the CDOT Civil Rights and Business Resource Center via fax to (303)757-9019. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.			
Local agency projects: Submit this form and all supporting documentation to the local agency. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.			

STU M320-133 (24292)

CONTRACTORS PERFORMANCE CAPABILITY STATEMENT – CDOT FORM #605

COLORADO DEPARTMENT OF TRANSPORTATION CONTRACTORS PERFORMANCE CAPABILITY STATEMENT	Project # 202262166
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1. List names of partnerships or joint ventures none

2. List decreases in the contractors fiscal or workmanship qualifications compared to the last prequalification statement submitted to CDOT. (Attach additional sheets if necessary.)


a. Key personnel changes none

b. Key equipment changes none

c. Fiscal capability changes (legal actions, etc.) none

d. Other changes that may effect the contractors ability to perform work. none

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Contractor's firm or company name Hamon Infrastructure, Inc.	By Ryan Mastrianni 	Date 05/05/2022
	Title Vice-Secretary	
2nd Contractor's firm or company name (if joint venture)	By	Date
	Title	

CDOT Form #605 1/92

STU M320-133 (24292)

ANTI-COLLUSION AFFIDAVIT – CDOT FORM #606


COLORADO DEPARTMENT OF TRANSPORTATION ANTI-COLLUSION AFFIDAVIT	PROJECT NO: 202262166
	LOCATION: Denver, Colorado

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



I further attest that:

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

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name Hamon Infrastructure, Inc.	By: Ryan Mastrianni 	Date: 04/29/2022
	Title: Vice-Secretary	
2nd contractor's firm or company name, (if joint venture)	By:	Date:
	Title:	


Sworn to before me this 29 day of April 20 22

Notary Public 	
My commission expires 01/27/2024	
NOTE: This document must be signed in ink.	

CDOT Form #606 1/02

STU M320-133 (24292)

ASSIGNMENT OF ANTITRUST CLAIMS – CDOT FORM #621

COLORADO DEPARTMENT OF TRANSPORTATION ASSIGNMENT OF ANTITRUST CLAIMS		PROJECT NO 202262166
<p>Contractor and Colorado Department of Transportation (CDOT) recognize that in actual economic practice antitrust violations ultimately impact on CDOT. Therefore, for good cause and as consideration for executing this contract and for receiving payments hereunder:</p> <ol style="list-style-type: none"> 1. Contractor hereby irrevocably assigns to CDOT any and all claims it may now have or which may hereafter accrue to it under federal or state antitrust laws in connection with the particular project, goods or services purchased or acquired by CDOT pursuant to this contract. 2. Contractor hereby expressly agrees: <ol style="list-style-type: none"> a. That, upon becoming aware that a third party has commenced a civil action asserting on Contractor's behalf an antitrust claim which has been assigned to CDOT hereunder, Contractor shall immediately advise in writing: <ol style="list-style-type: none"> (1) Such third party that the antitrust claim has been assigned to CDOT, and (2) CDOT that such civil action is pending and of the date on which, in accordance with subparagraph a. (1) above, Contractor notified such third party that the antitrust claim had been assigned to CDOT; b. To take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and c. Promptly to pay over to CDOT its proper share of any payment under an antitrust claim brought on Contractor's behalf by any third party and which claim has been assigned to CDOT hereunder. 3. Further, Contractor agrees that in the event it hires one or more subcontractors to perform any of its duties under the contract, Contractor shall require that each such subcontractor: <ol style="list-style-type: none"> a. Irrevocably assign to CDOT (as a third party beneficiary) any and all claims that such subcontractor may have or which may thereafter accrue to the subcontractor under federal or state antitrust laws in connection with any goods or services provided by the subcontractor in carrying out the subcontractor's obligations to Contractor; b. Upon becoming aware that a third party has commenced a civil action on the subcontractor's behalf asserting an antitrust claim which has been assigned to CDOT hereunder, shall immediately advise in writing: <ol style="list-style-type: none"> (1) Such third party that the antitrust claim has been assigned to CDOT, and (2) Contractor and CDOT that such civil action is pending and of the date on which, in accordance with subparagraph b. (1) above, the subcontractor notified such third party that the antitrust claim had been assigned to CDOT; c. Take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and d. Promptly pay over to CDOT its proper share of any payment under an antitrust claim brought on the subcontractor's behalf by any third party and which claim has been assigned or dedicated to CDOT pursuant hereto. <p>I, acting in my capacity as officer of a bidder (bidders if a joint venture) do agree to the above assignment of antitrust claims.</p>		
Contractor's firm or company name Hamon Infrastructure, Inc.	By Ryan Mastrianni  Title Vice-Secretary	Date 05/05/2022
2nd contractor's firm or company name, (if joint venture)	By Title	Date

CDOT Form #621 12/91

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Bid Documents Package

Contract Number: 202262166

South Broadway Multimodal Improvements

March 29, 2022

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

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Attachment 3

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
202-00090	REMOVAL OF DELINEATOR	135	EA
202-00250	REMOVAL OF PAVEMENT MARKING	14,183	SF
627-00005	EPOXY PAVEMENT MARKING	178	GAL
627-30405	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	31,258	SF
202-00001	REMOVAL OF STRUCTURE	13	EA
202-00001	REMOVAL OF STRUCTURE (PARKING METER) Addendum 2: Added in removal of parking meters (41 total).	41	EA
202-00012	REMOVAL OF TREE	7	EA
202-00012	REMOVAL OF TREE STUMP	5	EA
202-00019	REMOVAL OF INLET	23	EA
202-00021	REMOVAL OF MANHOLE	10	EA
202-00031	REMOVAL OF FIRE HYDRANT	6	EA
202-00035	REMOVAL OF PIPE	840	LF
202-00200	REMOVAL OF SIDEWALK	4,398	SY
202-00203	REMOVAL OF CURB AND GUTTER Addendum 2: Updated quantity at Center, Virginia, Nevada/Alameda, Cedar and Bayaud. (quantity decreased).	6,015	LF
202-00207	REMOVAL BRICK PAVERS	247	SY
202-00210	REMOVAL OF CONCRETE PAVEMENT	7,658	SY
202-00220	REMOVAL OF ASPHALT MAT	521	SY
202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1	LS
202-04005	CLEAN VALVE BOX/MANHOLE	76	EA
202-05010	SAWING CONCRETE (SPECIAL)	10,126	LF
202-05030	SAWING ASPHALT MATERIAL (10 INCH)	659	LF
202-99996	TREE GRATE CUTTING AND DISPOSAL	9	EA
202-99997	REMOVAL OF TREE GRATE AND DISPOSAL	5	EA
202-99998	REMOVAL OF TREE PIT BRICK AND DISPOSAL	1	EA
202-99999	ABANDON PIPE	140	LF
203-00050	UNSUITABLE MATERIAL Addendum 2: Added 100 CY of unsuitable material.	100	CY
203-01597	POTHOLING	192	HR
203-02330	AIR SPADING/PNEUMATIC EXCAVATION LABOR	52	EA
207-00250	TOPSOIL FILL	96	CY
208-00000	EROSION CONTROL MANAGEMENT	1	LS
210-00001	RESET STRUCTURE (BOLLARD) Addendum 2: Broke out 'Reset Structure' items.	29	EA
210-00001	RESET STRUCTURE (TRASH CAN) Addendum 2: Broke out 'Reset Structure' items.	36	EA
210-00001	RESET STRUCTURE (PARKING METER) Addendum 2: Broke out 'Reset Structure' items.	35	EA
210-00001	RESET STRUCTURE (GATE VALVE) Addendum 2: Broke out 'Reset Structure' items.	51	EA
210-00001	RESET STRUCTURE (SWIVEL TEE) Addendum 2: Broke out 'Reset Structure' items.	1	EA

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
210-00001	RESET STRUCTURE (CURB STOP) <i>Addendum 2: Broke out 'Reset Structure' items.</i>	8	EA
210-00001	RESET STRUCTURE (PLANTERS) <i>Addendum 2: Broke out 'Reset Structure' items.</i>	12	EA
210-00001	RESET STRUCTURE (ELECTRIC BOX METER) <i>Addendum 2: Broke out 'Reset Structure' items.</i>	1	EA
210-00001	RESET STRUCTURE (BUTTERFLY VALVE) <i>Addendum 2: Broke out 'Reset Structure' items.</i>	1	EA
210-00001	RESET STRUCTURE (TRANSFORMER) <i>Addendum 2: Broke out 'Reset Structure' items.</i>	1	EA
210-00001	RESET STRUCTURE (TRANSFORMER/ELECTRIC METER) <i>Addendum 2: Broke out 'Reset Structure' items.</i>	1	EA
210-00001	RESET STRUCTURE (BIKE RACK) <i>Addendum 2: Broke out 'Reset Structure' items.</i>	12	EA
210-00001	RESET STRUCTURE (CONCRETE BENCH) <i>Addendum 2: Broke out 'Reset Structure' items.</i>	3	EA
210-00035	RESET WATER METER <i>Addendum 2: Broke out certain items that had specific bid items from 'Reset Structure' bid item.</i>	7	EA
210-00050	RESET FIRE HYDRANT <i>Addendum 2: Broke out certain items that had specific bid items from 'Reset Structure' bid item.</i>	7	EA
210-00750	RESET LIGHT STANDARD <i>Addendum 2: Broke out certain items that had specific bid items from 'Reset Structure' bid item.</i>	3	EA
210-00815	RESET SIGN PANEL	3	EA
210-00892	PORTABLE PAN-TILT-ZOOM CAMERA (RESET)	4	EA
210-04010	ADJUST VALVE BOX/MANHOLE (STRUCTURE ADJUSTMENT)	76	EA
210-04015	MODIFY MANHOLE <i>Addendum 2: Added bid item and quantity to align with specifications.</i>	10	EA
212-00050	SOD <i>Addendum 2: Added bid item and quantity.</i>	540	SF
212-00100	TREE RETENTION AND PROTECTION	1	LS
212-00701	ORGANIC FERTILIZER (MECHANICALLY APPLIED)	20	CY
212-01200	COMPOST	20	CY
214-00225	DECIDUOUS TREE (2.5 INCH CALIPER)	5	EA
213-00008	WOOD MULCH (WOOD CHIP)	1,090	CF
214-99998	TREE GRATE (60 INCH X 120 INCH)	57	EA
214-99999	TREE GRATE (60 INCH X 90 INCH)	1	EA
217-00020	HERBICIDE TREATMENT	16	HR
240-00000	WILDLIFE BIOLOGIST	16	HR
250-00010	ENVIROMENTAL HEALTH AND SAFETY MANAGEMENT	1	LS

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
304-06007	AGGREGATE BASE COURSE (CLASS 6) <i>Addendum 2: Quantity updated (added 77 CY).</i>	2,199	CY
306-01000	RECONDITIONING	461	SY
403-00721	HOT MIX ASPHALT (PATCHING)	69	TON
412-01200	CONCRETE PAVEMENT (12 INCH)	6,366	SY
503-00018	DRILLED SHAFT (18 INCH)	5	LF
503-00024	DRILLED SHAFT(24 INCH)	107	LF
503-00036	DRILLED SHAFT (36 INCH)	507	LF
503-00048	DRILLED SHAFT (48 INCH)	17	LF
601-51000	48 LB MAGNESIUM ANODE	9	EA
603-01150	15 INCH REINFORCED CONCRETE PIPE	963	LF
603-02160	12X18 INCH REINFORCED CONCRETE PIPE ELLIPTICAL <i>Addendum 2: Added bid item and quantity.</i>	70	LF
604-19105	INLET TYPE R L 5 (10 FOOT)	8	EA
604-16005	INLET TYPE 16	25	EA
604-30005	MANHOLE SLAB BASE (5 FOOT)	11	EA
604-99999	CORE-IN STORM CONNECTION	6	EA
608-00006	CONCRETE SIDEWALK (6 INCH)	3,855	SY
608-00010	CONCRETE CURB RAMP	774	SY
608-00050	BRICK PAVERS	96	SF
608-99999	2' SIDEWALK CHASE	2	EA
609-20000	CURB TYPE 2 (SECTION B) (SPECIAL)	125	LF
609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	12	LF
609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	1,719	LF
609-21900	CURB AND GUTTER TYPE 2 (SPECIAL)	88	LF
609-71001	FLUSH CONCRETE CURB WITH SHELF	2,352	LF
609-99999	RAISED CONCRETE BUFFER (CIP)	12,220	SF
610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	4,880	SF
612-00013	DELINEATOR (SPECIAL) (HARDENED CENTERLINE) <i>Addendum 2: New bid item and quantity.</i>	5	EA
612-00044	DELINEATOR (FLEXIBLE) (POST A) <i>Addendum 2: New bid item and quantity.</i>	10	EA
612-00045	DELINEATOR (FLEXIBLE) (POST B) <i>Addendum 2: New bid item and quantity.</i>	18	EA
612-00401	TUBULAR MARKER (SM) (SURFACE MOUNT) <i>Addendum 2: New bid item and quantity.</i>	50	EA
613-00200	2 INCH ELECTRICAL CONDUIT	180	LF
613-00300	3 INCH ELECTRICAL CONDUIT	7,642	LF
613-00399	FIBEROPTIC CABLE SPLICE (GATOR 2 STEP)	13	EA
613-07004	TYPE B PULL BOX (TRAFFIC)	51	EA
613-07009	TYPE B PULL BOX (ELECTRICAL)	13	EA
613-07099	TYPE D PULL BOX (RTD)	7	EA
613-07999	TYPE C PULL BOX (COMMUNICATION)	33	EA
613-10000	WIRING	1	LS

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
613-13000	LUMINAIRE (LED)	52	EA
614-00011	SIGN PANEL (CLASS I)	1,272	SF
614-00014	STANDARD STREET NAME SIGN	42	EA
614-00200	STEEL SIGN POST (U-2)	718	LF
614-10160	SIGNAL HEAD BACKPLATES	110	EA
614-70117	PEDESTRIAN SIGNAL FACE (16)	93	EA
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	141	EA
614-70398	BICYCLE SIGNAL FACE (8-8-8)	29	EA
614-70398	BICYCLE SIGNAL FACE (12-12-12)	22	EA
614-72854	TRAFFIC SIGNAL CONTROLLER CABINET	13	EA
614-72863	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	1	EA
614-72866	FIRE PREEMPTION UNIT	31	EA
614-72899	TRI MITIGATOR DEVICE	2	EA
614-80001	FLASHING BEACON (SOLAR POWERED)	2	EA
614-81000	TRAFFIC SIGNAL-LIGHT POLE STEEL	15	EA
614-81120	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-20' MAST ARM)	2	EA
614-81125	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-25' MAST ARM)	7	EA
614-81130	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-30' MAST ARM)	5	EA
614-81135	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-35' MAST ARM)	14	EA
614-81140	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-40' MAST ARM)	8	EA
614-81145	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-45' MAST ARM)	2	EA
614-81150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-50' MAST ARM)	4	EA
614-81155	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-55' MAST ARM)	1	EA
614-81160	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-60' MAST ARM)	1	EA
614-84000	TRAFFIC SIGNAL PEDESTAL POLE STEEL	1	EA
614-86006	TELEMETRY (MASTER) <i>Addendum 2: Quantity update at 5th and Broadway. Removed 1 unit of telemetry work.</i>	13	EA
614-86299	CONTROLLER (INTELLIGHT)	12	EA
614-86800	UNINTERRUPTED POWER SUPPLY	13	EA
614-87333	CLOSED CIRCUIT TELEVISION CAMERA (TRAFFIC MONITORING)	23	EA
614-99999	ELECTRIC METER CABINET AND PEDESTAL	13	EA
619-06060	6 INCH DUCTILE IRON PIPE	170	LF
619-06110	10 INCH DUCTILE IRON PIPE	52	LF
619-06120	12 INCH DUCTILE IRON PIPE	63	LF
619-50640	8 INCH PLASTIC WATER MAIN	25	LF
619-75048	6 INCH GATE VALVE	6	EA

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
619-75096	12 INCH GATE VALVE	4	EA
619-78048	6 INCH FIRE HYDRANT	6	EA
624-20013	12 INCH DRAINAGE PIPE (CL 0) (CIP)	92	LF
625-00000	CONSTRUCTION SURVEYING	1	LS
626-00000	MOBILIZATION	1	LS
626-01113	PUBLIC INFORMATION MANAGEMENT (TIER III)	1	LS
629-01006	SURVEY MONUMENT (TYPE 6)	52	EA
630-00000	FLAGGING	1,500	HR
630-00003	UNIFORM TRAFFIC CONTROL	600	HR
630-00007	TRAFFIC CONTROL INSPECTION	183	DAY
630-00012	TRAFFIC CONTROL MANAGEMENT	365	DAY
630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY) <i>Addendum 2: Bid item changed from permanent barricade to temporary.</i>	92	EA
630-80341	CONSTRUCTION TRAFFIC SIGN PANEL (SIZE A)	80	EA
630-80342	CONSTRUCTION TRAFFIC SIGN PANEL (SIZE B)	8	EA
630-80343	CONSTRUCTION TRAFFIC SIGN PANEL (SIZE C)	44	EA
630-80355	PORTABLE MESSAGE SIGN PANEL	2	EA
630-80358	ADVANCED WARNING FLASHING OR SEQUENCING ARROW PANEL (TYPE C)	6	EA
630-80360	DRUM CHANNELIZING DEVICE	200	EA
630-85020	MOBILE ATTENUATOR	10	EA
700-70010	F/A MINOR CONTRACT REVISIONS	1	F/A
700-70082	F/A FURNISH AND INSTALL ELECTRICAL SERVICE	1	F/A

CITY AND COUNTY OF DENVER

**NOTICE OF INVITATION FOR BIDS
FEDERAL AID PROJECT NO.: STU M320-133 (24292)
CITY OF DENVER CONTRACT NO.: 202262166**

SOUTH BROADWAY MULTIMODAL IMPROVEMENTS

**BID SCHEDULE:
10:00 a.m., Local Time
May 5, 2022**

Bids will be received and accepted via the online electronic bid service, www.QuestCDN.com. Bids must be submitted via QuestCDN no later than **May 5, 2022 at 10:00 a.m.** To access the electronic bid form, download the required documents from QuestCDN and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list at QuestCDN for bids to be accepted. Bidders will be charged a fee of \$30.00 to submit a bid electronically. All properly uploaded bids will then be opened, witnessed and read aloud.

GENERAL STATEMENT OF WORK:

The South Broadway Multimodal project will construct two-way protected bike lanes from Center Ave. to 7th Ave/Speer Blvd. The project work elements also include signal improvements, ADA improvements, concrete and asphalt paving, signing and striping, drainage and landscaping improvements.

ESTIMATED CONSTRUCTION COST:

The estimated cost of construction for this project is between \$10,800,000.00 and \$11,600,000.00.

DOCUMENTS AND BID INFORMATION AVAILABLE:

Complete Contract Documents will be available on the first day of Bid publication at: www.work4denver.com. To download digital Contract Documents at a cost of \$15.00 per download, reference eBid Document Number #8134257. 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 **10:00 a.m.**, local time, on **April 7, 2022**. The teleconference call-in number and conference ID can be found on the project page at www.work4denver.com.

DEADLINE TO SUBMIT QUESTIONS: April 15, 2022 by 10:00 a.m. local time.

PREQUALIFICATION REQUIREMENTS:

Each bidder must be prequalified in category **1A HEAVY CIVIL** at or above the **\$12,000,000.00** monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the response due date. Applications must be submitted via B2Gnow. To view the Rules and information on how to apply, please visit our website at www.denvergov.org/prequalification.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

The U.S. Department of Transportation (DOT) is authorized to establish project goals for expenditures on construction, reconstruction and remodeling and professional design services work funded by FHWA and let by the City and County of Denver. The specific goal for this project is:

12% Disadvantaged Business Enterprise (DBE) + 2240 OJT Hours

The project goal must be met with certified participants as set forth in 49 CFR Part 26. For compliance with good faith effort requirements, refer to 49 CFR 26.53.

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: March 29, 30, 31, 2022

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 a 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 is responsible for, and shall be deemed to have received, all 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 typing 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 fully and properly completed. If a submitted bid has words and figures as written on the Bid Form by the bidder that do not agree, the written words will govern.

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

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

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

IB-5 UNACCEPTABLE BIDS

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

IB-6 INFORMAL AND UNBALANCED BIDS

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

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

Bids so unbalanced 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 that have not acknowledged all addenda to the Contract Documents issued for this bid may also be rejected.

The City reserves the right 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 1) a certified or cashier's check made payable without condition to the order of the City and County of Denver or 2) a bid bond in a form acceptable to the City and signed by an approved corporate surety in favor of the City and County of Denver. Upon acceptance of the bid and notification by the Executive Director the bidder is considered to be the Apparent Low Bidder, bidder must execute a contract in the form prescribed, furnish a performance and payment bond with a legally responsible and approved surety, furnish the required evidence of insurance, and otherwise satisfy all conditions precedent to contract execution within five (5) days after such notice is made by the City. Should a bidder fail to complete these requirements within the time allotted, 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. The bid guarantee of the Apparent Low Bidder shall be returned after the following conditions have been met: the Apparent Low Bidder delivers to the City satisfactory performance and payment bonds and required insurance

documentation, the Apparent Low Bidder has satisfied all conditions precedent to contract execution by the City, the Apparent Low Bidder fully and faithfully executes the Contract, and, if required, the Council of the City approves the Contract. 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 based on interpretation by the design professionals from 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 Executive Director or his/her representatives.

Since the bid information cannot be guaranteed, the bidder 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 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.

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

IB-12 WEBSITE

It shall be conclusively presumed that the bidder has, before submitting any bid, read and shall take full responsibility for all addenda, posted decisions, and other information relevant to the bid posted by the City on the www.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 out loud on the date and at the time designated in the legal advertisement. All bids will be reviewed for responsiveness to the requirements of the Contract Documents and whether or not the bids contain irregularities which could give any bidder an unfair advantage.

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

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

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

IB-17 NOTICE TO APPARENT LOW BIDDER

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

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

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

IB-18 EXECUTION OF CONTRACT

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

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

IB-19 BONDING REQUIREMENTS

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

IB-20 INSURANCE REQUIREMENTS

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

IB-22 WAGE RATE REQUIREMENTS

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

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

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

IB-23 PAYMENT OF CITY MINIMUM WAGE

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

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

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

IB-24 TAX REQUIREMENTS

General. Bidders are referred to the General Contract Condition 323, TAXES, as to taxes to which they may be subject in performing the Work under this Contract, including but not limited to sales and use taxes

and the Denver Occupational Privilege Tax. The following instructions are to be considered along with the General Contract Conditions and not in lieu of them.

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

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

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

IB-25 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

Effective January 4, 2016, the method in which City collects Diversity and Inclusiveness data has changed from a physical form to a link where all prospective bidders must enter required information. Each bidder shall, **as a condition of responsiveness to this solicitation**, complete and submit via the link below, their response to the “Diversity and Inclusiveness in City Solicitations Information Request Form”. Include a copy of the completed form with your Bid Form Package in QuestCDN. [Diversity and Inclusiveness* in City Solicitations Information Request Form \(openforms.com\)](#).

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 information provided by or obtained from contractors/consultants will be in such reports.

Executive Order 101 is available for review at www.denvergov.org/content/denvergov/en/executive-orders.html.

IB-26 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

The Disadvantaged Business Enterprise (DBE) Program is a federally-mandated program that seeks to ensure non-discrimination in the award of U.S. Department of Transportation (DOT) assisted contracts and to create a level playing field on which DBEs can compete fairly for DOT assisted contracts. **Local Public Agencies (LPAs) that are subrecipients of FHWA funding from the Colorado Department of Transportation (CDOT) must comply with CDOT's FHWA-approved DBE Program.** To such end, CDOT sets a contract goal for DBE participation for each DOT assisted LPA Contract.

In order to be awarded the Contract, the Apparent Low Bidder shall show it has committed to DBE participation sufficient to meet the goal or has otherwise made good faith efforts to do so. CDOT will amend

the goal prior to award if the Apparent Low Bidder demonstrates good faith efforts were made, but sufficient commitments to meet the goal could not be obtained.

CDOT and the LPA will monitor the progress of the Awarded Contractor (Contractor) throughout the project to ensure that the Contractor's DBE commitments are being fulfilled. Modifications to the commitments must be approved by the CDOT Regional Civil Rights Office (RCRO). The LPA may withhold payment or seek other contractual remedies if the Contractor is not complying with the requirements of this special provision. Upon completion of the Contract, CDOT may require the LPA to reduce the final payment to the Contractor if the Contractor has failed to fulfill the commitments or made good faith efforts to meet the contract goal.

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

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

For general assistance regarding the DBE program and compliance, contact CDOT's Civil Rights and Business Resource Center (CRBRC) at (303)757-9234. For project specific issues, contact the LPA Engineer or RCRO.

All forms referenced herein can be found on the CDOT website in the forms library. Remainder of the Disadvantaged Business enterprise (DBE) Requirements (Local Agency) may be found attached herein.

IB-27 DISCLOSURE OF INFORMATION

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

IB-28 GENERAL BIDDING INFORMATION

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

IB-29 FEDERAL REQUIREMENTS

This project is funded, in whole or in part, by federal funding made available through the Federal Highway Administration ("FHWA") and administered by the Colorado Department of Transportation ("CDOT"). As

such, each bidder must review and comply with certain bid requirements (the “Federal Forms”) in formulating and submitting its bid for the Project, and, if awarded a contract pursuant to this bid, must comply with certain “Federal Requirements.” The required Federal Forms are included in the Bid Package at pages BF-13 through BF-21. The Federal Requirements are attached to the Bid Document Package, pages at BDP-63 through BDP-88. The bidder shall be presumed to have considered and completed all Federal Requirements and Forms as part of its bid and shall be presumed to have carefully considered and accounted for all costs of complying with the Federal Requirements in formulating and submitting a bid hereunder.

IB-30 PAYMENT PROCEDURE REQUIREMENTS

Textura® Construction Payment Management System (“Textura”)

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

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

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**RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

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

**RULE I
DEFINITIONS**

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

Revised: 10/19/93

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RULE II
NOTICE OF HEARING

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

RULE III
HEARING

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

REGULATIONS

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

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

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

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

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

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

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

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

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

Revised: 10/19/93

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

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

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

All amendments to the appendices shall be included by reference.

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

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

1. **APPENDIX E:**

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

2. **APPENDIX F:**

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

Revised: 04/12/91

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APPENDIX A

CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE-ALL CONTRACTS

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

Revised: 09/28/90

EEO-A1

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

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

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

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

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

Revised: 10/02/90

EEO-A2

APPENDIX F

BID CONDITIONS

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

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

Revised: 10/19/93

EEO-F1

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

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

1. **GOALS AND TIMETABLES:**

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

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

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

Revised: 10/19/93

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- 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

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

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

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

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

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

Revised: 10/19/93

EEO-F6

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

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

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

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

Revised: 09/26/90

EEO-F7

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

B. **Obligations Applicable to Contractors:**

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

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C. **General Requirements**

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

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

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

Revised: 04/12/91

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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

**FEDERAL AID PROJECT NO.: STU M320-133 (24292)
CITY OF DENVER CONTRACT NO.: 202262166**

SOUTH BROADWAY MULTIMODAL IMPROVEMENTS

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,

Hamon Infrastructure, Inc., 5670 Franklin Street, Denver, CO 80216

WITNESSETH, commencing on **March 29, 2022**, 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>FEDERAL AID PROJECT NO.: STU M320-133 (24292) CITY OF DENVER CONTRACT NO.: 202262166</p> <p>SOUTH BROADWAY MULTIMODAL IMPROVEMENTS</p>

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

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

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

1. CONTRACT DOCUMENTS

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

Advertisement of Notice of Invitation for Bids
Instructions to Bidders
Bid Bond
Addenda (as applicable)
DBE Documents
Equal Employment Opportunity Provisions (Appendices A, B, E and F)
Bid Form
Commitment to DBE Participation

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

2. SCOPE OF WORK

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

3. TERMS OF PERFORMANCE

The Contractor agrees to undertake the performance of the Work under this Contract within ten (10) days after being notified to commence work by issuance of a Notice to Proceed in substantially the form contained herein from the Manager and agrees to fully complete said Work within **365 (Three Hundred 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 **bid items 202-00090 through 700-70082 (One Hundred Fifty-Five [155] total bid items)**, the total estimated cost thereof being **Fourteen Million Two Hundred Sixty Thousand Dollars and No Cents (\$14,260,000.00)**. Adjustments to said Contract Amount and payment of amounts due hereunder shall be made in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

5. NO DISCRIMINATION IN EMPLOYMENT

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

6. DBE AND EQUAL OPPORTUNITY REQUIREMENTS

The Contractor agrees to comply with all requirements of the City's Equal Employment Opportunity program and the Federal Disadvantaged Business Enterprise Participation program as set out in Article III, Division 2, Chapter 28 of the Denver Revised Municipal Code, and any rules, regulations and guidelines

set forth thereunder for such programs. This compliance shall include the obligation to maintain throughout the term of the contract that level of DBE participation upon which the Contract was initially awarded, unless otherwise authorized by the law or any rules, regulations or guidelines.

7. WAGE RATE REQUIREMENTS

In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of **Prevailing Wages Ordinance**, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto as well as the **City's Minimum Wage Protections** Sections 20-82 through 20-84 D.R.M.C, in addition to the U.S Department of Labor rates, and the contractor shall pay whichever is greatest of the three 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, Health Orders and fiscal rules of the City. As such, the Contractor shall at all times comply with the provisions of the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City, and those State of Colorado and Federal Laws, Rules and Regulations, which in any manner limit, control or apply to the actions or operations of the Contractor, any subcontractors, employees, agents or servants of the Contractor engaged in the Work or affecting the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised or amended. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Without limiting the generality of the foregoing, the Contractor shall comply with any and all applicable public emergency or public health orders issued by any federal, state, municipal or local governmental entity, or any department or agency thereof, including the Colorado Department of Public Health & Environment (CDPHE) and the Denver Department of Public Health & Environment (DDPHE).

9. APPROPRIATION

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

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

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

10. [RESERVED].

11. ASSIGNMENT

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

12. DISPUTES RESOLUTION PROCESS

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

13. CONTRACT BINDING

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

14. PARAGRAPH HEADINGS

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

15. SEVERABILITY

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

16. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

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Contract Control Number: DOTI-202262166-00
Contractor Name: Hamon Infrastructure, 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-202262166-00
Hamon Infrastructure, Inc.

By:  _____
9057FDE885D94FA...

Name: Ryan Mastrianni
(please print)

Title: Controller and vice Secretary
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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CITY AND COUNTY OF DENVER
SPECIAL CONTRACT CONDITIONS

SC-1 CONSTRUCTION SPECIFICATIONS

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

City and County of Denver:

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

Transportation Standards and Details for the Engineering Division

City and County of Denver Traffic Standard Drawings

Wastewater Capital Projects Management

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

Colorado Department of Transportation:

Standard Specifications for Road and Bridge Construction
(Sections 200 through 700 of the 2021 Edition)

Federal Highway Administration:

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

Building & Fire Codes:

Building Code of the City and County of Denver

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

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

National Fire Protection Association Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

SC-4 DEPUTY MANAGER / CITY ENGINEER

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

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

SC-5 PROJECT DELIVERY ADMINISTRATION / CITY ENGINEER

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

SC-6 CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY’S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer (the “Director”) 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 Director 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
James Colbert

Telephone
720-865-3186

Consultant
Kimley-Horn

Name
Brian Valentine

Telephone
303-228-2325

SC-7 LIQUIDATED DAMAGES

Should the Contractor fail to complete all Work within the Contract Time allocated under the Contract Form at Paragraph 3, TERMS OF PERFORMANCE, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of **\$5,000.00** for each Day that the Contractor exceeds the time limits herein specified, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.

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

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

SC-8 SUBCONTRACTS

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

SC-9 PREVAILING WAGE RATES

General Contract Condition 1001 Wages is replaced in its entirety with the United States Department of Labor wages and requirements and compliance therewith.

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	James Colbert	720-865-3186

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

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

* If subcontractor or supplier payments are disbursed via Textura® CPM, those systems generated Final/ Partial Release of Certification Form and CCP forms are acceptable.

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

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

SC-11 CONSTRUCTION INSPECTION BY THE CITY

General Condition 1701, AUTHORITY OF INSPECTORS, 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-12 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-13 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-14 TERMINOLOGY

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

SC-15 TECHNICAL SPECIFICATIONS

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

SC-16 MODIFICATION TO GENERAL CONTRACT CONDITION 405

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

G.C. 405.2 shall include the following:

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

SC-17 MODIFICATION TO GENERAL CONTRACT CONDITION 809

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

Add G.C. 809.3 as follows:

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

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

SC-18 FEDERAL REQUIREMENTS

This Project is funded, in whole or in part, by federal funding made available through the Federal Highway Administration (“FHWA”) and administered by the Colorado Department of Transportation (“CDOT”). As such, performance under this contract is subject to certain “Federal Requirements” contained or referenced in Attachment A to this contract, attached hereto and incorporated herein by this reference. The Contractor shall thoroughly review and shall strictly comply with all Federal Requirements in performing its Work under this contract.

SC-19 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-20 CONTRACT FORMS

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

1. Performance and Payment Bond (Sample)
2. Performance and Payment Bond Surety Authorization Letter (Sample)
3. Contractor’s Certification of Payment (Sample)
4. Final/Partial Release and Certificate of Payment Form (Sample)
5. Notice to Apparent Low Bidder (Sample)
6. Notice to Proceed (Sample)
7. Certificate of Contract Release (Sample)

SC-21 INSURANCE

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

(1) General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, during any warranty period, and for eight (8) years after

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

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

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

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

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

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

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

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

hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

(9) Contractor's Pollution Liability: Contractor shall maintain minimum 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 cleanup 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.

(10) Additional Provisions:

(a) For claims-made coverage:

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

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

SC-22 GREENPRINT DENVER REQUIREMENTS

In accordance with the City and County of Denver Executive Order 123: Greenprint Denver Office and Sustainability Policy, as amended, Contractor shall adhere to sections of Executive Order 123 pertinent to the construction of the built environment. This includes but is not limited to: all construction and renovation of buildings shall follow instructions and memorandum for high performance buildings; horizontal projects shall include the use of fly ash concrete and recycled aggregate where possible; and, all projects shall recycle construction and demolition waste, and install materials that contain recycled content whenever possible using the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) as guidance. Non-hazardous solid waste that is eligible for reuse or recycling is not subject to the DADS disposal requirement defined in SC-12.

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

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

SC-23 [RESERVED]

SC-24 DEFENSE AND INDEMNIFICATION

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

(a) To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

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

SC-25 CONSTRUCTION SURVEYS

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

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

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

SC-26 PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS

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

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

SC-27 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS. The Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor from City facilities or participating in City operations.

SC-28 Title 311 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT is hereby deleted in its entirety and replaced with the following:

311 NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT

1.1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

1.2. The Contractor certifies that:

1.2.1. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

1.2.2. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

1.2.3. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

1.2.4. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

1.2.5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

1.2.6. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

1.3. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/18/2022

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 1-844-484-7750 Holmes Murphy & Associates - CO 7600 East Orchard Road, Suite 230 South Greenwood Village, CO 80111	CONTACT NAME: Colleen Luther PHONE (A/C. No. Ext): 720-458-5744 FAX (A/C. No.): E-MAIL ADDRESS: CLuther@holmesmurphy.com														
INSURED Hamon Infrastructure, Inc. 5670 Franklin Street Denver, CO 80216	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Charter Oak Fire Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: TRAVELERS IND CO OF CT</td> <td>25682</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Co. America</td> <td></td> </tr> <tr> <td>INSURER D: PINNACOL ASSUR</td> <td>41190</td> </tr> <tr> <td>INSURER E: INDIAN HARBOR INS CO</td> <td>36940</td> </tr> <tr> <td>INSURER F: ATLANTIC SPECIALTY INS CO</td> <td>27154</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Company		INSURER B: TRAVELERS IND CO OF CT	25682	INSURER C: Travelers Property Casualty Co. America		INSURER D: PINNACOL ASSUR	41190	INSURER E: INDIAN HARBOR INS CO	36940	INSURER F: ATLANTIC SPECIALTY INS CO	27154
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COVERAGES **CERTIFICATE NUMBER: 66163717** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DTC03C223967COF21	12/31/21	12/31/22	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 type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8101L5560112126G	12/31/21	12/31/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3K0775952126	12/31/21	12/31/22	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<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		N/A	4204960	10/01/21	10/01/22	<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
E	Pollution Liability			PEC004883205	12/31/21	12/31/22	\$5,000,000 Limit 25,000Ded
E	Professional Liability			PEC004883205	12/31/21	12/31/22	\$2,000,000 Limit 25,000Ded
F	Leased/Rented Equipment			7100398310001	12/31/21	12/31/22	\$500,000 Limit 2,500Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: 202262166 ? South Broadway Multimodal Improvements

As required by written contract or written agreement, the City and County of Denver, its elected and appointed officials employees, volunteers and the Colorado Department of Transportation are included as Additional Insured under General Liability, Automobile Liability and Umbrella Liability with respect to the above referenced.

As required by written contract or written agreement, a Waiver of Subrogation in favor of the City and County of Denver,

CERTIFICATE HOLDER City and County of Denver Department of Transportation & Infrastructure, CDOT 201 W. Colfax Avenue, Dept. 608 Denver, CO 80202 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
07/18/2022

NAME OF INSURED: Hamon Infrastructure, Inc.

employees, volunteers and the Colorado Department of Transportation applies to Workers Compensation, General Liability, Automobile Liability and Umbrella Liability with respect to the above referenced.

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

PERFORMANCE AND PAYMENT BOND Bond Number: 4369923

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Hamon Infrastructure, Inc., 5670 Franklin Street, Denver, CO 80216

a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and Great American Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Ohio, 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 Two Hundred Sixty Thousand Dollars and No Cents (\$14,260,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **Federal Aid Project No. STU M320-133 (24292), City and County of Denver Contract No. 202262166 - South Broadway Multimodal Improvements**, 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;

Bond Number:4369923

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 18 day of July, 2022

Attest:

[Signature]
Vice - Secretary Ryan Mastriani

Hamon Infrastructure, Inc.
Contractor

By: [Signature]
Vice President, Michael Walters

Great American Insurance Company
Surety

By: [Signature]
Attorney-In-Fact Ashlea McCaughey



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

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

By: [Signature]
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF
DENVER

By: [Signature]
MAYOR

By: [Signature]
EXECUTIVE DIRECTOR OF THE DEPARTMENT
OF TRANSPORTATION AND INFRASTRUCTURE

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 21481

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DONALD E. APPELBY	MARK SWEIGART	ALL
TODD D. BENGFORD	ASHLEA McCAUGHEY	\$100,000,000
SARAH C. BROWN	JESSICA JEAN RINI	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28TH day of SEPTEMBER, 2020 .
Attest
GREAT AMERICAN INSURANCE COMPANY



Steph C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 28TH day of SEPTEMBER, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this _____ day of _____, 2022 .



Steph C. B.

Assistant Secretary



THINKING AHEAD

July 18, 2022

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: **Hamon Infrastructure, Inc.**

Contract No: **202262166**
Federal Project No: **STU M320-133 (24292)**
Project Name: **City and County of Denver Contract No. 202262166 - South Broadway Multimodal**
Contract Amount: **\$14,260,000.00**
Performance and Payment Bond No: **4369923**

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency through **Great American Insurance Company** insurance company, on **July 18th**, 20**22**.

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,
Great American Insurance Company
Sincerely,

A handwritten signature in blue ink that reads 'Ashlea McCaughey'.

Ashlea McCaughey, Attorney-in-Fact



PERFORMANCE AND PAYMENT BOND SURETY AUTHORIZATION LETTER (SAMPLE)

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

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

RE: (Company name)

Contract No: **202262166**
Federal Project No. **STU M320-133 (24292)**
Project Name: **South Broadway Multimodal Improvements**
Contract Amount:
Performance and Payment Bond No.:

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through _____ insurance company, on _____, 2022.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at _____ and/or email _____.

Thank you.

Sincerely,

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

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NOTICE TO APPARENT LOW BIDDER (SAMPLE)

Name
Address
City, State Zip

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on May 5, 2022 for work to be done and materials to be furnished in and for:

**Federal Aid Project Nos. STU M320-133 (24292), City and County of Denver Contract No. 202262166 - South
Broadway Multimodal Improvements**

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

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

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

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

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

NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202262166 - STU M320-133 (24292)

Page 2

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

CITY AND COUNTY OF DENVER

By _____
Executive Director
Department of Transportation and Infrastructure

SAMPLE

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

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NOTICE TO PROCEED (SAMPLE)

Current Date

Name
Company
Street
City/State/Zip

**FEDERAL AID PROJECT NO. STU M320-133 (24292)
CONTRACT NO. 202262166 - South Broadway Multimodal Improvements**

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 Federal Aid Project Nos. STU M320-133 (24292), City and County of Denver Contract No. 202262166 - South Broadway Multimodal Improvements, with the work of constructing contract number, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of 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.

Very truly yours,

By: _____
City Engineer

cc:

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

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CONTRACTOR'S CERTIFICATION OF PAYMENT (SAMPLE)

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



CERTIFICATE OF CONTRACT RELEASE (SAMPLE)
202262166 - South Broadway Multimodal Improvements

Current Date
Name
Street Address
City, State, Zip

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

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

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

Contractor's Signature

Date Signed

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

Sincerely,

Contract Administration

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

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

(PROJECT NO. and NAME)

Date: _____, 20__.

(NAME OF OWNER)

Contract #: _____.

(NAME OF PRIME CONTRACTOR)

Contract Value: \$ _____.

Current Progress Payment: \$ _____.

Date: _____.

Total Paid to Date: \$ _____.

Date of Last Work: _____.

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

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

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

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

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

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

(Name of Contractor)

By: _____

Title: _____

FEDERAL AID CONSTRUCTION CONTRACTS (FHWA FORM 1273)

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

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

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

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

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

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

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

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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

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

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

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

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

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

CDOT OJT SPECIAL PROVISION

October 1, 2021

ON THE JOB TRAINING

NOTICE

This is a standard special provision that revises or modifies CDOT's *Standard Specifications for Road and Bridge Construction*. It has gone through a formal review and approval process and has been issued by CDOT's Project Development Branch with formal instructions regarding its use on CDOT construction projects. It is to be used as written without change. Do not use modified versions of this special provision on CDOT construction projects, and do not use this special provision on CDOT projects in a manner other than that specified in the instructions unless such use is first approved by the Standards and Specifications Unit of the Project Development Branch. The instructions for use on CDOT construction projects appear below.

Other agencies that use the *Standard Specifications for Road and Bridge Construction* to administer construction projects may use this special provision as appropriate and at their own risk.

INSTRUCTIONS FOR USE ON CDOT CONSTRUCTION PROJECTS:

Use this standard special provision on all Federal-aid projects, including local agency projects, except for local agency projects where the local agency will not use LCPtracker for reporting.

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ON THE JOB TRAINING

This On-the-Job Training (OJT) special provision is an implementation of 23 U.S.C, 140(a), a federal requirement to provide equal opportunity and training on federal-aid construction projects. The Contractor shall meet the requirements of the FHWA 1273 for all apprentices and trainees. For additional guidance, please look at the OJT Contractor Manual.

1. Goal Setting

CDOT will set OJT goals for every federally-assisted project. Goals for the projects will be set based on the criteria that is outlined in the 23 CFR Part 230, Appendix B to Subpart (A):

- A. Availability of minorities, women, and disadvantaged persons for training;
- B. The potential for effective training;
- C. Duration of the contract;
- D. Dollar value of the contract;
- E. Total normal workforce that the average bidder could be expected to use;
- F. Geographic location;
- G. Type of work;
- H. The need for journey-level workers in the area;
- I. Recognition of the state's goal;
- J. A satisfactory ratio of trainees to journeymen expected to be on the workforce.

The number of required training hours will be identified in the Contract. The following chart provides guidelines based on contract value, but the required number of hours will be determined by CDOT after consideration of the aforementioned variables.

Contract dollar value	Training hours to be provided on the project
Up to 1 million	0
>1 - 2 million	320
>2 - 4 million	640
>4 - 6 million	1280
>6 - 8 million	1600
>8 - 12 million	1920
>12 - 16 million	2240
>16 - 20 million	2560
For each increment of \$5 million, over \$20 million	1280

2. Training Plan Options

CDOT accepts the following training programs:

- A. CDOT's pre-approved classifications utilization program (PAC-UP);
- B. A registered U.S. Department of Labor training program or apprenticeship program;

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- C. Approved programs through workforce centers and through specific groups like Colorado Contractors Association (CCA) and Western Colorado Contractors Association (WCCA);
- D. A Contractor specific plan approved by CDOT and the Federal Highway Administration (FHWA).

The minimum length and type of training for each skilled craft shall be as established in the training program selected by the Contractor.

When one or more approved plans are chosen, the Contractor shall submit the OJT Contractor Commitment to Meet OJT Requirements, CDOT Form 1337 to the Engineer. Additional pre-approved training programs and/or additional apprentices/trainees may be utilized at any point throughout the project. The plan option(s) that the Contractor chooses will be effective for the duration of the project.

• **Journey-Level Worker to Apprentice/Trainee Ratio**

The OJT goal requirement shall be met through approved trainee(s)/apprentice(s) working on the CDOT project under the supervision of a journey-level worker. For the CDOT Pre-Approved Classification Training Programs (PAC-UP), the apprentice/trainee ratio to journey-level worker shall not exceed a one to one ratio for all classifications, and the Contractor shall not exceed 25 percent of the workforce as trainees/apprentices at any time. Furthermore, it is at CDOT's discretion that a stricter ratio guideline may be imposed as outlined in the specific training classification. For all other approved programs, the apprentice/trainee ratio shall be as outlined in the specific program. When apprentices/trainees are on the job without proper supervision as outlined above, they shall be paid full Davis-Bacon wages.

• **Trainee Selection**

Two components must be considered when choosing a trainee:

- A. The intent of this program is for Contractors to recruit and train entry-level individuals or individuals who will be working within new classifications and guide them toward journey-level status in that specific classification. A trainee will not be approved in any classification for which they have already obtained journey-level status.
- B. Another intent of the OJT program is the primary consideration for the Contractor to use minorities, women, and disadvantaged persons to fulfill the trainee roles, and as such, the Contractor shall make every effort to enroll such individuals in the program by using "systematic and direct recruitment through public and private sources."

The consideration to include women and minorities is based on the regulation; however, it will not be used to systematically deny any one person or group from the opportunity to be a part of the OJT program. CDOT may reject non-minority male trainees for entry into the program if it is determined that a Contractor failed to make sufficient good faith efforts (GFE) to hire minorities or female trainees and/or the Contractor failed to document or submit evidence of its GFE to do so. CDOT will consider a Contractor's documentation of all GFE on a case-by-case basis and will take into account the items listed in the goal setting section of this specification. For more information, please see Section 11 of this specification.

• **OJT Apprentice/Trainee Approval**

As a condition of the OJT program, the Contractor will:

- A. Notify all employees at the start of employment and at a minimum of at least once per year regarding the available training programs, positions, and eligibility requirements. The Contractor shall document that this information was conveyed to and received by employees.
- B. Provide each trainee with a copy of his or her enrollment form (if applicable) and the training program within a month of starting the chosen plan.

The OJT submittals (CDOT Form 1337, Contractor Commitment to Meet OJT Requirements; CDOT Form 832, Trainee Status and Evaluation; CDOT Form 838, OJT apprentice/trainee Record) shall be filled out completely and approved or rejected by CDOT. If the apprentice/trainee is working within the proposed classification before approval is granted, full Davis-Bacon prevailing wages shall be paid to the individual.

The Regional Civil Rights Office must approve the CDOT Form 838 prior to any of the hours counting toward the OJT goal. If there is a CDOT delay that is completely outside of the Contractor's responsibility for approval of the apprentices/trainees, and if approval is ultimately granted, the date that will be utilized will be ten business days after the date that the CDOT Form 838 was submitted.

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ON THE JOB TRAINING

The Contractor shall retain full responsibility for meeting the training requirements imposed by this special provision.

6. Eligible Work Activities that Count Toward the Training Goal

The work hours that are completed on the site of work and per the training documents for approved apprentices/trainees in approved classifications and programs will apply toward the project goal. Hours for work performed outside the individual's approved training classification will not count toward the project OJT goal and the individual shall be paid full applicable prevailing wage.

Job shadowing can apply toward the project goal if it is written into the specific training plan. If the Contractor is using CDOT's PAC-UP training program, job shadowing can apply toward the project goal when the approved employee is performing within the "Observation" component of the plan (hours vary by classification). Non-CDOT project hours will not be accepted toward the project goal.

Although US DOL apprenticeship programs can use the reduced wages for any CDOT job (with or without an OJT goal) with approval, none of these "additional" hours may be banked or included for use as part of the required special provisions on any project other than that for which it was approved.

The Contractor may count OJT hours accomplished by a subcontractor with an approved plan. The subcontractor's trainee or apprentice, who is enrolled in any of the approved OJT programs and is contributing toward meeting a project's OJT goal hours, can count toward the project's OJT goal to satisfy the requirement of this specification. A subcontractor who chooses to participate in meeting the OJT goal shall follow the same process as the Contractor in terms of approving apprentices/trainees, submitting forms, etc. The Contractor retains the full responsibility for meeting the training requirements imposed by this special provision.

7. Contractor Training and Trainee Monitoring

The Contractor's representative (supervisor, manager, or other designee) will evaluate progress for the apprentice/trainee monthly and will provide a copy to the apprentice/trainee of the submitted CDOT Form 832 within 30 calendar days. This evaluation will include documentation of the apprentice/trainee's performance including what was done well and what needs to be improved. The Contractor training and monitoring will be evaluated through CDOT's use of the CDOT Form 200 Interview.

8. Wages

The Contractor may pay apprentice/trainee wages at a reduced rate for those that are in an approved program according to the following guidelines:

US DOL Apprenticeship Programs

Rates (at minimum) will be paid according to the scaled adjustments for a registered US DOL Apprentice. Fringe benefits (either in cash and/or bona fide benefits in lieu of cash) will be paid in full and as outlined by the bargained agreement. If fringe benefits are not mentioned as part of a bargained agreement or if there is no collectively bargained agreement, full fringe benefits will be paid as outlined through the US DOL wage decision. Approved US DOL apprenticeship programs can use the reduced wages for any CDOT project.

If the project does not have a training goal and the Contractor is seeking to pay apprenticeship rates as part of a registered US DOL Apprenticeship Program, the following documentation is required to ensure wages are being paid correctly: apprenticeship program registration, OA (formerly BAT) certificates, and collective bargaining agreement including the wage sheet.

Other Approved Programs

For all other OJT wage reductions, reduced percentages are allowed for the project if there is a goal greater than zero as outlined in the 23 CFR Appendix B to Subpart A of Part 230 (as described in this section), in the collectively bargained agreement, or as outlined in the specific plans. If the Contractor chooses to pay the trainee rates, the reduced percentage shall be based only on the base rate of pay. Fringe benefits shall be paid at 100 percent of the journey-level wage. If the apprentice/trainee is working within the proposed classification before approval is granted, full Davis-Bacon prevailing wages shall be paid to the apprentice/trainee.

The minimum trainee wage (base and fringe) shall be no less than \$13.00 per hour. Trainees shall be paid at minimum:

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ON THE JOB TRAINING

First half of the training period -- at least 60 percent of the appropriate minimum journey-level rate

Third quarter of the training period -- at least 75 percent of the appropriate minimum journey-level rate

Last quarter of the training period -- at least 90 percent of the appropriate minimum journey-level rate

9. Contractor Reporting

The Contractor shall keep all data associated with the trainees and the project for a period of at least three years from the closing date of the Contract.

10. Reimbursement to Contractors

For the purposes of reimbursement, the Contractor will have satisfied its responsibilities under this specification if CDOT has determined that it has fulfilled the acceptable number of training hours. Contractors will be reimbursed at a rate of \$10.00 per hour per (approved) trainee for all OJT hours worked in approved classifications up to the project goal.

The Contractor will be reimbursed for no more than the amount outlined in the OJT Force Account budget.

11. OJT Good Faith Efforts (GFE)

CDOT recognizes two explanations of good faith efforts: (1) The Contractor will be required to prove an effort has been made to achieve a diversified workforce, but it has not yet been accomplished, or (2) The attempt has been made to meet the number of required OJT hours by using approved trainees or apprentices in approved classification(s) utilizing approved plans, but the Contractor cannot meet the required number of hours. In either case, a GFE will be required, and the Region Civil Rights Office will make the determination.

- A. If the Contractor does not meet its OJT project goal with the inclusion of some female and/or minority trainees, the Contractor may be requested to produce documentation of adequate good faith efforts taken to fill that position with a minority or female applicant. Good faith efforts are designed to achieve equal opportunity through positive, assertive, and continuous result-oriented measures. Good faith efforts should be taken as hiring opportunities arise.
- B. If the Contractor does not meet its OJT project goal, the Contractor may submit a CDOT Form 1336, Waiver Request for Contract's OJT Hours. On the form, the Contractor shall outline and submit all good faith efforts made when it is believed that the required number of training hours will not be met. If GFE is not demonstrated and approved, The Contractor will be subject to payment reductions outlined in the Disincentive Section.

If a good faith effort has been denied by CDOT, the Contractor may ask for reconsideration by the Region Civil Rights Manager and the Resident Engineer for the region where work is being performed. Additionally, if requested by the Contractor, the Region Civil Rights Office and the Project Engineer will meet with the Contractor to discuss the Contractor's initial Good Faith Effort determination.

12. Disincentive

A failure to provide the required training without the demonstration and approval of GFE to meet the project OJT goal may result in the Region Civil Rights Office assigning the following disincentive: A sum representing the total number of hours not met in the contract shall be multiplied by the journey worker hourly wages plus fringe benefits [(hours not met) x (dollar per hour + fringe benefits) = disincentive amount].

In order to obtain the disincentive amount, the journey worker wages will be figured using the prevailing wages for the classifications outlined on the CDOT Form 1337. If a single classification is noted on the submitted CDOT Form 1337, then that one wage will be used to figure the monetary amount owed. If multiple classifications are used, then the journey worker wages of all classifications will be used to determine an average wage rate. If the Contractor does not submit any documentation toward the OJT goal, the disincentive rate will be calculated at \$30.00 per hour. CDOT will provide the Contractor a written notice at the final acceptance stage of the project informing them of the noncompliance with this specification which will include a calculation of the disincentive(s) to be assessed.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS (LOCAL AGENCY)

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS (LOCAL AGENCY)

NOTICE

This is a standard special provision that revises or modifies CDOT's *Standard Specifications for Road and Bridge Construction*. It has gone through a formal review and approval process and has been issued by CDOT's Project Development Branch with formal instructions for its use on CDOT Local Public Agency construction projects. It is to be used as written without change. Do not use modified versions of this special provision on CDOT Local Public Agency construction projects, and do not use this special provision on projects in a manner other than that specified in the instructions unless such use is first approved by the Standards and Specifications Unit of the Project Development Branch. The instructions for use on CDOT Local Public Agency construction projects appear below.

Instructions for use on Local Public Agency construction projects:

Use this Standard Special Provision on Local Agency administered Federal-Aid Design-Bid-Build Projects. For purposes of this Standard Special Provision, Federal Aid Design Bid Build Projects only include those projects for which the construction portion is funded in whole or in part with federal funds.

Use in conjunction with the Project Special Provision Worksheet, Disadvantaged Business Enterprise (DBE) Contract Goal.

The Local Public Agency should consult with the Regional Civil Rights Office (RCRO) to determine the use of this standard special and to obtain the contract goal. A contract goal of zero still requires the use of this standard special and the worksheet. Local Public Agencies shall not set their own contract goal.

This standard special provision should not be used for CM/GC services, design-build or other innovative projects. For DBE provisions for these projects, contact the Civil Rights and Business Resource Center (CRBRC) at (303)757-9234.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE)
REQUIREMENTS (LOCAL AGENCY)

1. Overview

The Disadvantaged Business Enterprise (DBE) Program is a federally-mandated program that seeks to ensure non-discrimination in the award of U.S. Department of Transportation (DOT)-assisted contracts and to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts. Local Public Agencies (LPAs) that receive federal funds, must comply with CDOT's DBE program. To such end, CDOT sets a contract goal for DBE participation for each DOT-assisted LPA Contract.

In order to be awarded the Contract, the bidder shall show that it has committed to DBE participation sufficient to meet the goal or has otherwise made good faith efforts to do so. CDOT will amend the goal prior to award if the lowest apparent bidder demonstrates that good faith efforts were made but sufficient commitments to meet the goal could not be obtained.

CDOT and the LPA will monitor the progress of the Contractor throughout the project to ensure that the Contractor's DBE commitments are being fulfilled. Modifications to the commitments must be approved by the CDOT Regional Civil Rights Office (RCRO). CDOT may withhold payment or seek other contractual remedies if the Contractor is not complying with the requirements of this special provision. Upon completion of the Contract, CDOT may require the LPA to reduce the final payment to the Contractor if the Contractor has failed to fulfill the commitments or made good faith efforts to meet the contract goal.

For general assistance regarding the DBE program and compliance, contact CDOT's Civil Rights and Business Resource Center (CRBRC) at (303)757-9234. For project specific issues, contact the LPA Engineer or RCRO.

All forms referenced herein can be found on the CDOT website in the forms library.

2. Contract Assurance

By submitting a proposal for this Contract, the bidder agrees to the following assurance and shall include it verbatim in all (including non-DBE) subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

3. Definitions

Terms not defined herein shall have the meaning provided in the CDOT Standard Specifications for Road and Bridge Construction.

- A. *Commitment.* A commitment is a portion of the Contract, identified by dollar amount and work area, designated by the bidder or Contractor for participation by a particular DBE. Commitments are submitted to CDOT via Form 1414, Anticipated DBE Participation Plan, or via Form 1420, DBE Plan Modification Request. Once approved, commitments are enforceable obligations of the Contract.
- B. *Commercially Useful Function (CUF).* Responsibility for the execution of the work and carrying out such responsibilities by actually performing, managing and supervising the work as further described in Section 8 below.
- C. *Contract Goal.* The percentage of the contract designated by CDOT for DBE participation. The contract goal for this contract is provided in the Project Special Provision Disadvantaged Business Enterprise Contract Goal.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE)
REQUIREMENTS (LOCAL AGENCY)

- (1) The bidder/Contractor shall make good faith efforts to fulfill the contract goal with eligible DBE participation. For determining whether the contract goal was met prior to award, the contract goal shall be based upon the proposal amount excluding force account items. For determining whether the contract goal was met during and upon completion of the project, the contract goal shall be based upon the total earnings amount.
- (2) If the lowest apparent bidder demonstrates that it was unable to meet the contract goal but made good faith efforts to do so, the contract goal will be amended and the revised contract goal will be provided on Form 1417, Approved DBE Participation Plan.
- D. *Disadvantaged Business Enterprise (DBE)*. A Colorado-certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory at www.coloradodbe.org.
- E. *DBE Program Manual*. The manual maintained by the CRBRC which details CDOT's policies and procedures for administering the DBE program. A copy of the DBE Program Manual is available on the CRBRC webpage.
- F. *Eligible Participation*. Work by a DBE that counts toward fulfillment of the contract goal as described in Section 4 below.
- G. *Good Faith Efforts*. All necessary and reasonable steps to achieve the contract goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. Good faith efforts are evaluated prior to award and throughout performance of the Contract. For guidance on good faith efforts, see 49 CFR Part 26, Appendix A.
- H. *Joint Check*. A check issued by the Contractor or one of its subcontractors to a DBE firm and a material supplier or other third party for materials or services to be incorporated into the work.
- I. *Reduction*. A reduction occurs when the Contractor reduces a commitment to a DBE. A reduction constitutes a partial termination.
- J. *Subcontractor*. An individual, firm, corporation or other legal entity to whom the Contractor sublets part of the Contract. For purposes of this special provision, the term subcontractor includes suppliers.
- K. *Substitution*. Substitution occurs when a Contractor seeks to find another DBE to perform work on the contract as a result of a reduction or termination.
- L. *Termination*. A termination occurs when a Contractor no longer intends to use a DBE for fulfillment of a commitment.
- M. *Total Earnings Amount*: Amount of the Contract earned by the Contractor, including approved changes and approved force account work performed, but not including any deductions for liquidated damages, price reduced material, work time violations, overweight loads or liens. The amount of the Contract earned does not include plan force account items (i.e. OJT, pavement incentives, etc).
- N. *Work Code*. A code to identify the work that a DBE is certified to perform. A work code includes a six digit North American Industry Classifications System code plus a descriptor. Work codes are listed on a firm's profile on the UCP DBE Directory. The Contractor may contact the CRBRC to receive guidance on whether a work code covers the work to be performed.

4. Eligible Participation

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DISADVANTAGED BUSINESS ENTERPRISE (DBE)
REQUIREMENTS (LOCAL AGENCY)

The following rules will be used to determine whether work performed by a DBE qualifies as eligible participation on the Contract:

- A. *Work Must be Identified in Commitment.* The work performed by the DBE must be reasonably construed to be included in the work area and work code identified by the Contractor in the approved commitment.
- (1) If the Contractor intends to use a DBE for work that was not listed in the commitment, the Contractor shall submit Form 1420, DBE Participation Plan Modification for approval of the modification. Unapproved work will not count toward the contract goal.
 - (2) A DBE commitment cannot be modified to include work for which the DBE was not certified at the time of the approval of the original commitment.
- B. *DBE Must be Certified to Perform the Work.* The DBE must be certified to perform the work upon submission of the commitment and upon execution of the DBE's subcontract.
- (1) When a commitment has been made, but upon review of Form 205, Sublet Permit, CDOT determines that the DBE is no longer certified in the work code which covers the work to be performed, the Contractor may not use the DBE's participation toward the contract goal. The Contractor shall terminate the DBE commitment and seek substitute DBE participation in accordance with Section 9 below.
 - (2) A DBE's work will continue to count as eligible participation if the DBE was certified upon approval of Form 205, Sublet Permit and the certification status changes during the performance of the work.
 - (3) Suppliers must be certified upon execution of the purchase order.
- C. *DBE Performs the Work.* Eligible participation will only include work actually performed by the DBE with its own forces.
- (1) Work performed by the DBE includes the cost of supplies and materials obtained by the DBE for its work on the Contract, including any equipment leased by the DBE, provided that such supplies or equipment are not purchased or leased from the Contractor or a subcontractor that is subletting to the DBE.
 - (2) The term "work actually performed by the DBE with its own forces" includes work by temporary employees, provided such employees are under the control of the DBE.
 - (3) If CDOT or the LPA determines that a DBE has not performed a CUF on the project, no participation by such DBE shall count toward the contract goal.
- D. *DBE Subcontracts to Another Firm.* When a DBE subcontracts part of the work, the value of the subcontracted work may only be counted toward the goal if the subcontractor is a DBE. Performance by non-DBE subcontractors, including non-DBE trucking firms and owner-operators, shall be deducted from the DBE's participation.
- E. *DBE Received Payment for the Work.* Eligible participation only includes work for which the DBE has received payment, including the release of its retainage.
- F. *Special Calculations for Suppliers.* When a DBE supplies goods on a project, the DBE may be classified as a manufacturer, dealer or broker. The DBE's status as a manufacturer, dealer or broker is determined on a contract-by-contract basis and is based upon the actual work performed.
- (1) When a DBE is deemed to be acting as a manufacturer, one hundred percent of the

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commitment will count as eligible participation.

- (2) When a DBE is deemed to be acting as a regular dealer (i.e. non-manufacturer supplier), only sixty percent of the commitment will count as eligible participation.
- (3) When a DBE is deemed to be acting as a broker, only the reasonable brokerage fee will count as eligible participation.

- G. *Reasonable Fee for Contract-Specific Services.* Services shall count toward the contract goal only if they are specifically required for the performance of the Contract. Non-contract specific expenses may not be counted toward the contract goal. Fees for services must be reasonable. Services include but are not limited to professional services, public involvement, etc. In the case of temporary employment placement agencies, only the placement fee for an individual to be specifically and exclusively used for work on the contract shall count as eligible participation.
- H. *Pre-Approval for Joint Venture Participation.* When a DBE is a participant in a joint venture, the DBE must apply to CDOT to determine how much of the work performed by the joint venture will count toward the contract goal. The DBE shall complete Form 893, Information for Determining DBE Participation when a Joint Venture Includes a DBE. Form 893 shall be submitted to CDOT CRBRC no less than ten days before the submission of the Proposal or to the RCRO no less than ten days before submission of the Form 205 to ensure sufficient time for review.

5. Proposal Requirements

In order to be eligible for award, the following shall be submitted with the proposal to the LPA:

- A. *Form 1413, Bidders List.* The bidder shall list each subcontractor (including both DBE and non-DBE subcontractors) that submitted a quote for participation on the project. Failure to submit a signed Form 1413 will result in rejection of the proposal.
- B. *Form 1414, Anticipated DBE Participation Plan.* If the Contract Goal is greater than zero, the bidder shall submit Form 1414 to document anticipated DBE participation.
 - (1) If the Bidder has not obtained any DBE commitments, it shall still submit Form 1414 documenting zero anticipated participation. If the Contract Goal is greater than zero, failure to submit a signed Form 1414 shall result in rejection of the proposal.
 - (2) The bidder shall list the DBE, work area(s), commitment amount and estimated eligible participation for each commitment. Once Form 1414 is submitted, a commitment may only be terminated or reduced in accordance with Section 9 below. The bidder is responsible for ensuring that commitments, and the estimated eligible participation resulting therefrom, have been properly calculated prior to submitting its proposal.
 - (3) If the bidder is a DBE, the bidder must include itself in Form 1414 and list the work area(s) and amount that it intends to self-perform and count as eligible participation on the contract.
 - (4) Commitments may be made to second tier or lower DBE subcontractors; however, the Contractor is ultimately responsible for the fulfillment of the commitment and shall sign the Form 1415, Commitment Confirmation.

6. Additional Forms Due Prior to Award.

If the contract goal is greater than zero, or if the bidder has voluntarily made commitments, the Bidder shall submit the following forms to the LPA within five calendar days of selection as the lowest apparent bidder. These forms must be submitted to the CDOT CRBRC concurrent with the request for concurrence to award.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE)
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- A. *Form 1415, Commitment Confirmation.* A Form 1415, Commitment Confirmation shall be obtained from each DBE listed on Form 1414. The bidder shall complete Section 1 and the DBE shall complete Section 2 of Form 1415. Form 1415s shall be consistent with the commitments listed on Form 1414. The bidder shall not modify commitments listed on Form 1414 without good cause and approval from CDOT. The bidder shall contact CDOT if any issues arise which may require the bidder to alter or terminate a commitment.
- B. *Form 1416, Good Faith Effort Report.* If the total eligible participation listed on Form 1414 does not meet the contract goal, the lowest apparent bidder shall also submit Form 1416, Good Faith Effort Report and any supporting documentation that the bidder would like considered by CDOT as evidence of good faith efforts.

7. Commitment and Good Faith Effort Review

- A. *Commitment Review.* CDOT will evaluate the Form 1414 and each Form 1415 to ensure that the commitment is valid and has been properly calculated. CDOT may investigate or request additional information in order to confirm the accuracy of a commitment. If CDOT determines that the total estimated eligible participation of the commitments does not meet the contract goal, within two business days of notice from CDOT, the bidder shall submit Form 1416 to CDOT.
- B. *Good Faith Effort Review.* If the total eligible participation of Form 1414 and all supporting Form 1415s does not meet the contract goal, CDOT will review Form 1416 and all supporting documentation submitted by the bidder in order to determine whether the bidder has demonstrated good faith efforts to obtain DBE participation. CDOT will use 49 CFR Part 26, Appendix A as a guide for determining whether the bidder made good faith efforts to meet the contract goal. A bidder will be deemed to not have made good faith efforts if the bidder lists a DBE for a work area for which the DBE is not certified and the bidder cannot establish a reasonable basis for its determination. CDOT may consider and approve commitments made after submission of the bid if the Bidder demonstrates that (1) good faith efforts were made prior to submission of the bid and (2) there is a reasonable justification for not obtaining the commitments prior to submission of the bid.
- C. *Administrative Reconsideration.* If CDOT determines that the bidder did not demonstrate good faith efforts to meet the contract goal, it will provide the bidder and LPA with written notice of its determination. The bidder will be provided an opportunity to request administrative reconsideration of the decision. The process for reconsideration is set forth in the *Good Faith Effort Appeal Process*, which is an Appendix I to the DBE Program Manual. A copy of the *Good Faith Effort Appeal Process* will be included in the written notice from CDOT.
- D. *Form 1417, Approved DBE Participation Plan.* If CDOT determines that the bidder has met the contract goal or made good faith efforts to do so, CDOT will issue to the bidder, with a copy to the LPA, Form 1417, Approved DBE Participation Plan, documenting the approved commitments. If CDOT determines that the bidder did not meet the contract goal but made good faith efforts to do so, via the Form 1417 CDOT will amend the contract goal in accordance with the commitments that were obtained and attach an explanation of its determination.

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8. Ongoing Oversight of DBE Participation

- A. *Consistency Review.* CDOT will review Form 205, Sublet Permit Application to determine whether the work being sublet is consistent with the DBE commitments. CDOT may withhold approval of the sublet or direct the LPA to stop performance of the work if the Contractor has reduced, terminated, or otherwise modified the type or amount of work to be performed by a DBE without seeking prior approval.
- B. *Form 1419, DBE Participation Report.* The Contractor shall submit Form 1419, DBE Participation Report to the LPA Engineer on a quarterly basis (January 15, April 15, July 15, and October 15) and upon completion of the Contract. The LPA may withhold progress payments if the quarterly Form 1419 is not received on time. The LPA will not provide final payment on the Contract until the final Form 1419 has been reviewed and approved by the CDOT RCRO.
- C. *Joint Checks.* All joint checks must be approved by the CDOT RCRO before they are used in payment to a DBE. Joint checks used in payments to DBEs will be monitored closely to ensure (1) the DBE is performing a CUF and (2) the joint checks are not being used in a discriminatory manner. The Contractor shall request approval for the use of a joint check in a written letter signed by the DBE and the Contractor, stating the reason for the joint checks and the approximate number of checks that will be needed.
- D. *Commercially Useful Function.* CDOT will monitor performance during the Contract to ensure each DBE is performing a CUF. If CDOT or the LPA determines that a DBE is not performing a CUF, no work performed by such DBE shall count as eligible participation. The DBE, Contractor, and any other involved third parties may also be subject to additional enforcement actions.
- (1) When determining whether a DBE is performing a CUF, CDOT and the LPA will consider the amount of work subcontracted, industry practices, the amount the firm is to be paid compared to the work performed and eligible participation claimed, and any other relevant factors.
 - (2) With respect to material and supplies used on the Contract, in order to perform a CUF the DBE must be responsible for negotiating price, determining quality and quantity, ordering the material, installing the material, if applicable, and paying for the material itself.
 - (3) With respect to trucking, in order to perform a CUF, the DBE trucking firm must own and operate at least one fully licensed, insured and operational truck used on the Contract. Additionally, the DBE trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the Contract.
 - (4) A DBE does not perform a CUF when its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation. CDOT will evaluate similar transactions involving non-DBEs in order to determine whether a DBE is an extra participant.
 - (5) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved, CDOT and the LPA will presume that the DBE is not performing a CUF. The DBE may present evidence to rebut this presumption.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE)
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9. DBE Participation Plan Modifications

- A. *Contractor must Use DBEs Listed in Approved Plan.* The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which it is listed unless the Contractor obtains the CDOT RCRO's written consent to terminate, reduce or modify the commitment. Unless CDOT grants such consent, the Contractor will not be entitled to payment for the work or materials. Failure to carry out the requirements of this section is a material breach of the Contract and may result in the termination of the Contract or other remedies established by CDOT or the LPA.
- B. *Form 1420, DBE Participation Plan Modification Request.* During the performance of the Contract, the Contractor shall use Form 1420, DBE Participation Plan Modification Request to communicate all requests for termination, reduction, substitution, and waivers to the CDOT RCRO. One Form 1420 may include multiple requests and must be submitted at the time of the occurrence or, if that is not possible, within a reasonable time of the occurrence requiring termination, reduction, substitution or waiver.
- C. *Commitment Terminations and Reductions.* No commitment shall be terminated or reduced without CDOT's approval. Terminations and reductions include, but are not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces, those of an affiliate, a non-DBE firm or with another DBE firm. In order to receive approval, the Contractor shall:
- (1) Have good cause for termination or reduction. Good cause may include:
 - (i) the DBE fails or refuses to execute a written contract;
 - (ii) the DBE fails or refuses to perform the work of its subcontract consistent with normal industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Contractor or one of its subcontractors;
 - (iii) the DBE fails to meet reasonable, nondiscriminatory bond requirements;
 - (iv) the DBE becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - (v) the DBE is ineligible to work because of suspension or debarment proceedings or other state law;
 - (vi) the DBE is not a responsible contractor;
 - (vii) the DBE voluntarily withdraws from the project and provides written notice to CDOT,
 - (viii) the DBE is ineligible to receive DBE credit for the work required;
 - (ix) the DBE owner dies or becomes disabled and is unable to complete the work;
 - (x) the DBE ceases business operations or otherwise dissolves;
 - (xi) or other documented good cause that compels termination. Good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.
 - (2) Provide the DBE notice of the Contractor's intent to terminate or reduce the commitment and the reason for such termination or reduction, with a copy to the CDOT RCRO and LPA;

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- (3) In the notice of intent, provide the DBE at least five calendar days to respond to the notice and inform CDOT and the Contractor of the reasons, if any, why it objects to the proposed termination or reduction and any reasons that it shall not be approved. The Contractor is not required to provide the five calendar days written notice in cases where the DBE in question has provided written notice that it is withdrawing from the subcontract or purchase order. The notice period may be reduced by the CDOT RCRO if required by public necessity.
- (4) Following the notice period, if the Contractor decides to proceed, submit Form 1420 requesting approval of the termination or reduction.
- (5) When a commitment is terminated or reduced (including when a DBE withdraws), make good faith efforts to find another DBE to substitute. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the participation that was terminated or reduced up to the contract goal.

D. *Contract Changes.* In the event of a contract change:

- (1) If the LPA eliminates or reduces work committed to a DBE, such change shall be considered good cause for termination or reduction in accordance with Section 9.B above. The Contractor shall follow the processes outlined in Section 9.B.
- (2) If the LPA issues a change which increases or adds new work items, the Contractor shall ensure that it has obtained sufficient DBE participation to meet the Contract Goal, or has made good faith efforts to do so.

E. *Process for Substitution or Increase in Participation to Meet the Contract Goal.* When the Contractor must obtain additional DBE participation to meet the Contract Goal, whether resulting from an approved termination or reduction or a change to the Contract, the Contractor shall:

- (1) Increase the participation of a DBE for any work items previously identified in an approved commitment without seeking CDOT approval; provided, however, that at its discretion, the CDOT RCRO may request a Form 1420 documenting such additional participation; or
- (2) If the Contractor needs to add new work to a commitment or obtain additional participation from a DBE that is not already participating on the contract pursuant to an approved commitment, submit a Form 1420 and Form 1415 to the RCRO requesting approval of the additional participation; or
- (3) If the Contractor determines that additional DBE participation cannot be obtained, submit a Form 1420 to the RCRO requesting waiver of the participation. The Contractor shall include its justification for not obtaining additional participation and, at its discretion, CDOT may require additional information regarding the efforts of the Contractor. If the Contractor has not obtained substitute participation, the RCRO may require the Contractor to submit evidence of good faith efforts to substitute. The contractor shall have seven days to submit such information. This period may be extended at the discretion of the RCRO.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE)
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10. Payment Reduction

The Contractor's retainage will not be released until the CDOT RCRO has determined whether the Contractor will be subject to a payment reduction. Payment reductions will be calculated as follows:

- A. *Failure to Fulfill Commitments.* If the Contractor terminated or reduced a commitment, the Contractor will be subject to a payment reduction for any termination or reduction which was not approved via a Form 1420.
- B. *Failure to Meet Contract Goal.* If the Contractor failed to meet the contract goal, the Contractor will be subject to a payment reduction for the portion of the contract goal that was not met and was not waived via an approved Form 1420.
- C. *Duplication.* The contractor will not be subject to duplicate reduction for the same offense.
- D. *Adjustments.* CDOT may adjust the payment reduction wherein the Contractor demonstrates that its failure to obtain DBE participation was due to circumstances outside of its control.

11. Other Enforcement

- A. *Investigations.* As it determines necessary, CDOT or the LPA may conduct reviews or investigations of participants. All participants, including, but not limited to, DBE firms and applicants for DBE certification, complainants, and contractors using DBE firms to meet contract goals, are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information.
- B. *Intimidation and retaliation.* Participants shall not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by the DBE program or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the DBE program.
- C. *Consequences of Non-Compliance.* Failure to comply with subsections 11 A. or 11 B. shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).
- D. *Fraud and Misrepresentation.* If CDOT or the LPA determines that a Contractor or subcontractor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by CDOT or the LPA to be unallowable, or if the Contractor engages in repeated violations, falsification or misrepresentation, CDOT may:
 - (1) refuse to count any fraudulent or misrepresented DBE participation;
 - (2) withhold progress payments to the Contractor commensurate with the violation;
 - (3) suspend or reduce the Contractor's prequalification status;
 - (4) refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; or
 - (5) seek any other available contractual remedy.

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Prevailing Wage Rates

Contract Number: 202262166

South Broadway Multimodal Improvements

March 29, 2022

February 25, 2022

**U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES
COLORADO HIGHWAY CONSTRUCTION
GENERAL DECISION NUMBER – CO20220009**

NOTICE

This is a standard special provision that revises or modifies CDOT's *Standard Specifications for Road and Bridge Construction*. It has gone through a formal review and approval process and has been issued by CDOT's Construction Engineering Services with formal instructions for its use on CDOT construction projects. It is to be used as written without change. Do not use modified versions of this special provision on CDOT construction projects, and do not use this special provision on CDOT projects in a manner other than that specified in the instructions, unless such use is first approved by the Standards and Specification Unit of the Project Development Branch. The instructions for use on CDOT construction projects appear below.

Other agencies which use the *Standard Specifications for Road and Bridge Construction* to administer construction projects may use this special provision as appropriate and at their own risk.

Instructions for use on CDOT construction projects:

Use this standard special provision on all federal-aid projects with contracts exceeding \$2000, except for non-ARRA projects on roadways classified as local roads or rural minor collectors, which are exempt. Projects on local roads, rural minor collectors, and enhancement projects funded with ARRA funds are not exempt.

Decision Nos. CO20220009 dated January 7, 2022 supersedes Decision Nos. CO20210009 dated January 1, 2021.		Modifications			ID
		MOD Number	Date	Page Number(s)	
When work within a project is located in two or more counties and the minimum wages and fringe benefits are different for one or more job classifications, the higher minimum wages and fringe benefits shall apply throughout the project.		1	2/25/22	2, 3, 5 and 6	1
General Decision No. CO20220009 applies to the following counties: Denver and Douglas counties.					
General Decision No. CO20220009 The wage and fringe benefits listed below reflect collectively bargained rates.					
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod	
1279	CARPENTER (Form Work Only)	26.50	10.32		
	TRAFFIC SIGNALIZATION:				
	Traffic Signal Installation				
1280	Zone 1	26.42	4.75% + 8.68		
1281	Zone 2	29.42	4.75% + 8.68		
	<u>Traffic Installer Zone Definitions</u> Zone 1 – Within a 35 mile radius measured from the addresses 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 Zone 2 - All work outside these areas.				
	POWER EQUIPMENT OPERATOR:				
	Hydraulic Backhoe				
1282	Wheel Mounted, under ¾ yds.	31.05	12.35		
1283	Backhoe/Loader combination	31.05	12.35		
	Drill Rig Caisson				
1284	Smaller than Watson 2500 and similar	31.05	12.35		
1285	Watson 2500 similar or larger	31.37	12.35		
	Loader				
1286	Up to and including 6 cubic yards	31.05	12.35		
1287	Denver County - Under 6 cubic yards	31.05	12.35		
1288	Denver County - Over 6 cubic yards	31.20	12.35		

U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES, COLORADO
HIGHWAY CONSTRUCTION, GENERAL DECISION NUMBER - CO20220009

DATE: February 25, 2022

General Decision No. CO20220009				
The wage and fringe benefits listed below reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Motor Grader			
1289	Douglas county - Blade Rough	31.05	12.35	
1290	Douglas county - Blade Finish	31.37	12.35	
	Crane			
1291	50 tons and under	31.70	12.35	
1292	51 to 90 tons	31.37	12.35	
1293	91 to 140 tons	33.05	12.35	
	Scraper			
1294	Single bowl under 40 cubic yards	31.70	12.35	
1295	40 cubic yards and over	31.37	12.35	
General Decision No. CO20220009				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
1296	CARPENTER (Excludes Form Work)	19.27	5.08	
	CEMENT MASON/CONCRETE FINISHER:			
1297	Denver	20.18	5.75	
1298	Douglas	18.75	3.00	
1299	ELECTRICIAN (Excludes Traffic Signal Installation)	35.13	6.83	
1300	FENCE ERECTOR (Excludes Link/Cyclone Fence Erection)	13.02 **	3.20	1
1301	GUARDRAIL INSTALLER	12.89 **	3.20	1
	HIGHWAY/PARKING LOT STRIPING:			
	Painter			
1302	Denver	12.62 **	3.21	1
1303	Douglas	13.89 **	3.21	1
	IRONWORKERS:			
1304	Reinforcing (Excludes Guardrail Installation)	16.69	5.45	
1305	Structural (Includes Link/Cyclone Fence Erection), (Excludes Guardrail Installation)	18.22	6.01	

General Decision No. CO20220009				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	LABORERS:			
1306	Asphalt Raker	16.29	4.25	
1307	Asphalt Shoveler	21.21	4.25	
1308	Asphalt Spreader	18.58	4.65	
	Common or General			
1309	Denver	16.76	6.77	
1310	Douglas	16.29	4.25	
1311	Concrete Saw (Hand Held)	16.29	6.14	
1312	Landscape and Irrigation	12.26 **	3.16	1
	Mason Tender - Cement/Concrete			
1313	Denver	16.96	4.04	
1314	Douglas	16.29	4.25	
	Pipelayer			
1315	Denver	13.55 **	2.41	1
1316	Douglas	16.30	2.18	
	Traffic Control			
1317	Flagger	9.55 **	3.05	1
1318	Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags, (Excludes Flaggers)	12.43 **	3.22	1
	PAINTER:			
1319	Spray Only	16.99	2.87	
	POWER EQUIPMENT OPERATOR:			
	Asphalt Laydown			
1320	Denver	22.67	8.72	
1321	Douglas	23.67	8.47	
	Asphalt Paver			
1322	Denver	24.97	6.13	
1323	Douglas	25.44	3.50	

U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES, COLORADO
HIGHWAY CONSTRUCTION, GENERAL DECISION NUMBER - CO20220009

DATE: February 25, 2022

General Decision No. CO20220009				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Asphalt Roller			
1324	Denver	23.13	7.55	
1325	Douglas	23.63	6.43	
1326	Asphalt Spreader	22.67	8.72	
	Backhoe/Trackhoe			
1327	Douglas	23.82	6.00	
1328	Bobcat/Skid Loader	15.37	4.28	
1329	Boom	22.67	8.72	
	Broom/Sweeper			
1330	Denver	22.47	8.72	
1331	Douglas	22.96	8.22	
1332	Bulldozer	26.90	5.59	
1333	Concrete Pump	21.60	5.21	
	Drill			
1334	Denver	20.48	4.71	
1335	Douglas	20.71	2.66	
1336	Forklift	15.91	4.68	
	Grader/Blade			
1337	Denver	22.67	8.72	
1338	Guardrail/Post Driver	16.07	4.41	
	Loader (Front End)			
1339	Douglas	21.67	8.22	
	Mechanic			
1340	Denver	22.89	8.72	
1341	Douglas	23.88	8.22	

General Decision No. CO20220009				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR (con't.):			
	Oiler			
1342	Denver	23.73	8.41	
1343	Douglas	24.90	7.67	
	Roller/Compactor (Dirt and Grade Compaction)			
1344	Denver	20.30	5.51	
1345	Douglas	22.78	4.86	
1346	Rotomill	16.22	4.41	
	Screed			
1347	Denver	22.67	8.38	
1348	Douglas	29.99	1.40	
1349	Tractor	13.13 **	2.95	1
	TRAFFIC SIGNALIZATION:			
	Groundsman			
1350	Denver	17.90	3.41	
1351	Douglas	18.67	7.17	
	TRUCK DRIVER:			
	Distributor			
1352	Denver	17.81	5.82	
1353	Douglas	16.98	5.27	
	Dump Truck			
1354	Denver	15.27	5.27	
1355	Douglas	16.39	5.27	
1356	Lowboy Truck	17.25	5.27	
1357	Mechanic	26.48	3.50	
	Multi-Purpose Specialty & Hoisting Truck			
1358	Denver	17.49	3.17	
1359	Douglas	20.05	2.88	

U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES, COLORADO
HIGHWAY CONSTRUCTION, GENERAL DECISION NUMBER - CO20220009

DATE: February 25, 2022

General Decision No. CO20220009				
The wage and fringe benefits listed below do not reflect collectively bargained rates.				
Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	TRUCK DRIVER (con't.):			
	Pickup and Pilot Car			
1360	Denver County	14.24 **	3.77	1
1361	Douglas County	16.43	3.68	
1362	Semi/Trailer Truck	18.39	4.13	
1363	Truck Mounted Attenuator	12.43 **	3.22	1
	Water Truck			
1364	Denver County	26.27	5.27	
1365	Douglas County	19.46	2.58	

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

MINIMUM WAGE RATES

<p>Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.</p> <p>Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).</p>	
<p>If the contract is entered into on or after January 30, 2022, or the contract is contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</p>
<p>The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.</p>	
<p>** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of this table for more information.</p>	
<p>For further information, please click on this link: https://www.dol.gov/agencies/whd/government-contracts/eo14026</p>	

U.S. DEPT. OF LABOR DAVIS BACON MINIMUM WAGES, COLORADO
HIGHWAY CONSTRUCTION, GENERAL DECISION NUMBER - CO20220009

DATE: February 25, 2022

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program.

If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION NO. CO20220009

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

**CONTRACT NO. 202262166
PROJECT NAME: South Broadway Multimodal Improvements**

**ADDENDUM NO. 1 TO CONTRACT DOCUMENTS
DATE OF ADDENDUM: April 28, 2022**

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:

POSTPONEMENT OF BID OPENING:

**CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE
NOTICE OF BID POSTPONEMENT - CONTRACT #202262166**

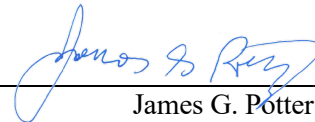
SOUTH BROADWAY MULTIMODAL IMPROVEMENTS

Notice is hereby given that the bid opening for Contract No. 202262166 – South Broadway Multimodal Improvements, is hereby postponed. Bids will be received and accepted via the online electronic bid service, www.QuestCDN.com, no later than:

**11:00 a.m., local time
May 12, 2022**

Published in the Daily Journal on May 2, 3, 4, 2022.

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



James G. Potter, City Engineer

4/28/2022

Date

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

**CONTRACT NO. 202262166
PROJECT NAME: South Broadway Multimodal Improvements**

**ADDENDUM NO. 2 TO CONTRACT DOCUMENTS
DATE OF ADDENDUM: May 3, 2022**

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:

ATTACHMENTS

- Specification Section 612 (Attachment 1)
- City Post Surface Mounted Detail (Attachment 2)
- Updated Statement of Quantities (Attachment 3)
- Updated page BF-8 (Attachment 4)

ADDITIONAL INFORMATION

- The QuestCDN online bid worksheet is updated to match the revised Statement of Quantities.

QUESTIONS/ANSWERS

- Q1. The current lead time for traffic signal poles has been quoted at 28-36 weeks not including submittals and therefore do not believe it feasible to complete the project within 365 calendar days as described. In addition, the current lead time for ductile iron pipe and C900 is 6-8 months due to supply chain issues related to the Russia conflict, and therefore we do not believe it is feasible to complete the project within the 365 calendar days as required. Kraemer would propose utilizing 365 working day contract rather than calendar day. Is this acceptable to the City?
- A1. **Should the successful contractor demonstrate that there are material delays that effect the critical path project schedule, the City will be open to discussing a Time Only Contract change.**
- Q2. The removal quantities shown in the Summary of Approximate Quantities vary highly from those taken off from the Intersection Removals Plans. See below for more specifics: For example, at Bayaud, the SOAQ notes 733 LF of curb and gutter removal, however only roughly 100 LF can be quantified. Can the City provide how the quantities were derived for all items, and better define what constitutes the 733 LF shown in the plan set? This potentially has cost implications to the City if the method of measurement is not better defined.

Street	SOAQ Qty	Takeoff
Center	348 LF	160 LF
Virginia	506 LF	214 LF
Nevada	Not Tabulated	41 LF

Alameda	0 LF	170 LF
Cedar	325 LF	199 LF
Bayaud	737 LF	102 LF

A2. The noted quantities will be revised as follows:

Street	Revised QTY	SOAQ Qty	Takeoff
Center	180 LF	348 LF	160 LF
Virginia	220 LF	506 LF	214 LF
Nevada	64 LF	Not Tabulated	41 LF
Alameda	170 LF	0 LF	170 LF
Cedar	262 LF	325 LF	199 LF
Bayaud	183 LF	737 LF	102 LF

NOTE: Nevada Place quantities are included with the Alameda block within the Summary of Approximate Quantities

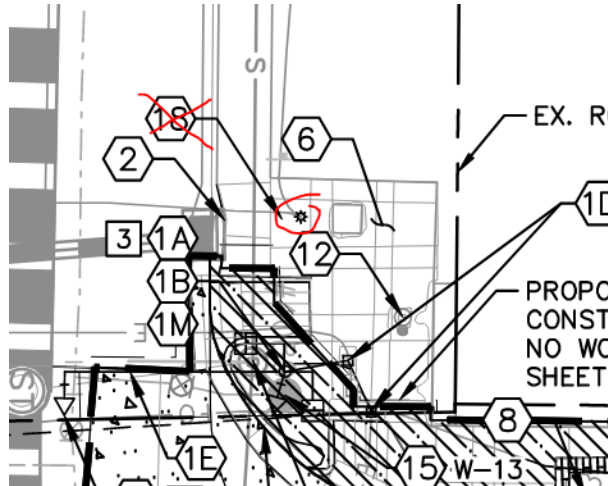
- Q3. Special Provision 202.11 indicates that traffic control associated with pavement marking removals is included under "project-wide Traffic Control" however there is no lump sum traffic control item and measured bid items are provided. Is it correct to assume traffic control will be paid at the unit prices indicated during pavement marking removal operations?

A3. Special Provision 202.11 shall be revised as follows:

In Subsection 202.11 Method of Measurement, delete the third paragraph and replace with the following: – Traffic control including all associated costs, materials, and labor to accomplish pavement marking removal shall be considered incidental to the pay item, “Removal of Pavement Marking”.

- Q4. C516, C524 has a callouts for the street lighting to be relocated, however the plans do not identify who is responsible for the relocation. This utility is not identified on the Utility Matrix. Please clarify who is to relocate this street lighting and if the Contractor’s responsibility, how will this be paid.

A4. Sheet C516: These lights are owned by the shopping center (circled in photo below). Based on the plans there is conflict at Virginia. The #18 leader callout will be removed in the Release for Construction plans.



Shopping Center owned lights, no impacts at Virginia Street

Sheet C524: The lighting relocations indicated on this sheet are to be reset by the Contractor. This item will be paid for by contract item #210-00750, Reset Light Standard.

- Q5. C517 identifies the street as Nevada Place? Is this labeling correct as these quantities do not appear in the Summary of Quantities under this label.
- A5. **The label is correct. The quantities for Nevada Place are included under the “Alameda” intersection label.**
- Q6. C520 shows a Protect in Place Tree and also a label stating to remove the existing tree. Which is correct?
- A6. **The existing tree grate is to be removed and replaced with a new larger tree grate. The existing tree is to be protected in place. The leaders and callouts will be corrected for the Release for Construction plans.**
- Q7. Is City Parking Operations responsible for grouting the holes created by removal of the parking meters?
- A7. **The Contractor will be responsible for grouting the holes created by removal of the parking meters. See Question #8 for additional details.**
- Q8. The Reset Structure quantities seem to show significantly more resets than are visible based on field inspection. Can the Engineer provide an itemized list of the resets that are being shown in the plans?

A8. Contract item #210-00001 shall include the following:

Bid Item #	Description	Quantity (EA)
210-00050	Reset Fire Hydrant	7
210-00001	Reset Structure (Bollard)	29
210-00001	Reset Structure (Trash Can)	36
210-00001	Reset Structure (Parking Meter)	35
210-00001	Reset Structure (Gate Valve)	51
210-00001	Reset Structure (Swivel Tee)	1
210-00001	Reset Structure (Curb Stop)	8
210-00035	Reset Water Meter	7
210-00001	Reset Structure (Planters)	12
210-00001	Reset Structure Electric Meter Box	1
210-00001	Reset Structure Butterfly Valve	1
210-00001	Reset Structure (Transformer)	1
210-00001	Reset Structure (Transformer/ Electric Meter)	1
210-00001	Reset Structure (Bike Racks)	12
210-04010	Adjust Maintenance Hole (Communication)	3
210-00001	Reset Structure (Concrete Bench)	3
210-00750	Reset Light Standard	3
210-04010	Adjust Maintenance Hole (Water)	2

The following language will be added in the release for construction specifications in both Section 202 and 210:

*Insert after paragraph 9 of Subsection 210.10 Adjust Structure shall include the following:
The contractor shall coordinate with City Parking Operations (Meter Shop) regarding the resetting/relocating, bagging and removal of existing parking meters. The City owns and operates the parking meter heads and is responsible for relocating, bagging, or removing the parking meter heads as required per the proposed design, see signing and striping plans for specific locations. Once parking meter heads are removed, the contractor shall be responsible for removing the parking meter pole and re-grouting the hole left behind from the pole removal.*

The following pay items will be added to Subsection 210.13 Basis of Payment:

Payment will be made under:

<u><i>Pay Item</i></u>	<u><i>Pay Unit</i></u>
<i>Reset Structure (Bollard)</i>	<i>Each</i>
<i>Reset Structure (Trash Can)</i>	<i>Each</i>
<i>Reset Structure (Parking Meter)</i>	<i>Each</i>
<i>Reset Structure (Gate Valve)</i>	<i>Each</i>
<i>Reset Structure (Swivel Tee)</i>	<i>Each</i>
<i>Reset Structure (Curb Stop)</i>	<i>Each</i>

<i>Reset Structure (Planter)</i>	<i>Each</i>
<i>Reset Structure (Electric Box Meter)</i>	<i>Each</i>
<i>Reset Structure (Butterfly Valve)</i>	<i>Each</i>
<i>Reset Structure (Transformer)</i>	<i>Each</i>
<i>Reset Structure (Transformer/Electric Meter)</i>	<i>Each</i>
<i>Reset Structure (Bike Rack)</i>	<i>Each</i>
<i>Reset Structure (Concrete Bench)</i>	<i>Each</i>
<i>Reset Water Meter</i>	<i>Each</i>
<i>Reset Fire Hydrant</i>	<i>Each</i>
<i>Reset Light Standard</i>	<i>Each</i>
<i>Modify Manhole</i>	<i>Each</i>

The following pay item will be added to Subsection 202.12 Basis of Payment:

<u><i>Pay Item</i></u>	<u><i>Pay Unit</i></u>
<i>Removal of Parking Meter</i>	<i>Each</i>

For additional information regarding the removal of parking meters, see Subsection 210.10 Adjust Structure.

- Q9. 208 - Erosion Control - Does the time required for the Contractor to transfer the CASDP from Denver to the Contractor count toward the 365 calendar day project completion timeframe? Or will NTP be given after the permit transfer is to take place? We anticipate this process could take 30-60 days.
- A9. There will be no schedule accommodations given for permitting.**
- Q10. 208 - Erosion Control - The specification requires a schedule to be submitted to the Project Manager for approval, prior to installation of BMPs. For scheduling purposes, how long does the Project Manager require to approve the schedule?
- A10. The Project Manager is anticipated to review and approve the schedule within one week.**
- Q11. 210 - Reset Structures - Is the pre-construction utility inspection outlined in 210.10 as well as the time duration it takes the utility to repair their facility counted toward the 365 calendar day completion timeframe?
- A11. The inspection and coordination with utility owners is anticipated to be inclusive of the overall project schedule duration.**
- Q12. 210 - Section 210.10 notes that Modify Manhole should be used in the event a cone or barrel section is required to adjust the utility, however the Statement of Quantities does not contain this item. Please advise.
- A12. The bid item "210-04015 Modify Manhole" bid item with a quantity of ten (10) has been added to the bid items.**
- Q13. 250.09 implies that contaminated materials discovered on the project site are the responsibility of the Contractor and not City & County of Denver's risk, despite the City being the generator of such contaminated material. Is this provision only applicable to any material samples taken to develop the Materials Management Plan, or is this truly intended for the Contractor to guess at how much contaminated material may be on site?
- A13. This section is intended to cover efforts of the contractor necessary to provide a safe work environment and meet the requirements of the contract documents including any applicable regulations and efforts necessary to make such determinations. Any contaminated materials encountered requiring abatement shall be negotiated separately.**

Q14. Does the time required for the Contractor to develop the MMP count toward the 365 calendar day project completion timeframe? Or will NTP be given after the permit transfer is to take place? We anticipate this process could take 30-60 days.

A14. The City Standard Materials Management Plan has been included as an Appendix to the specifications. No additional schedule accommodations will be given for the development of the MMP.

Q15. 608.03 of the technical specifications note that the project manager may designate material as unsuitable and shall be paid as Unsuitable Material. The Summary of Quantities does not provide this bid item. Please advise.

**A15. The Summary of Quantities will be revised to include:
203-00050 Unsuitable Material (CY) – 100 CY**

Subsection 203.05 Excavation (c) will be revised to include:

<u>Pay Item</u>	<u>Pay Unit</u>
<i>Unsuitable Material</i>	<i>CY</i>

Q16. Is the Contractor responsible for any fees associated with relocated, removing, or bagging the parking meters when construction prevents vehicles from parking in these locations?

A16. As a City Project, there will be no permit fees associated with relocating, removing, or bagging parking meters.

Q17. What is the status of the utilities to be relocated as identified on Plan Sheet C121 - C127? Can a schedule for the relocations be provided for each utility?

A17. Xcel is currently finalizing designs for signal plans and relocations. A schedule will be provided when available. The remainder of utility relocations are to be coordinated during construction. See 'Utilities' section within the specs for additional information related to utility coordination.

Q18. On the 18th, 19th & Lincoln Project, lane closures running continuously through multiple blocks were generally not permitted by the Traffic Group despite being allowed in the specifications. The same allowance is provided in these specifications. Has the DOTI construction team coordinated and communicated the extent of the anticipated roadway and lane closures so a more rapid review of lane closures is permitted?

A18. The project has coordinated with the City Traffic Group. The City Traffic Group has provided the following guidance:

- **Maintain three (3) through travel lanes at all times**
- **Work may occur on either the east or west side of Broadway at a given time**
- **For Speer and Alameda, no more than 1 lane may be closed at a time**
- **On 6th, no more than 2 lanes may be closed at a time**
- **The Contractor is encouraged to minimize the duration of traffic impacts on Speer, 6th and Alameda**
- **Adjacent cross streets may not be closed at the same time**
- **Cross streets may be fully closed for a maximum of 3 calendar weeks at a time**

Q19. Will a continuous (multi-day) full closure of the east/west streets be permitted when the pavement surface runs continuously through the intersection?

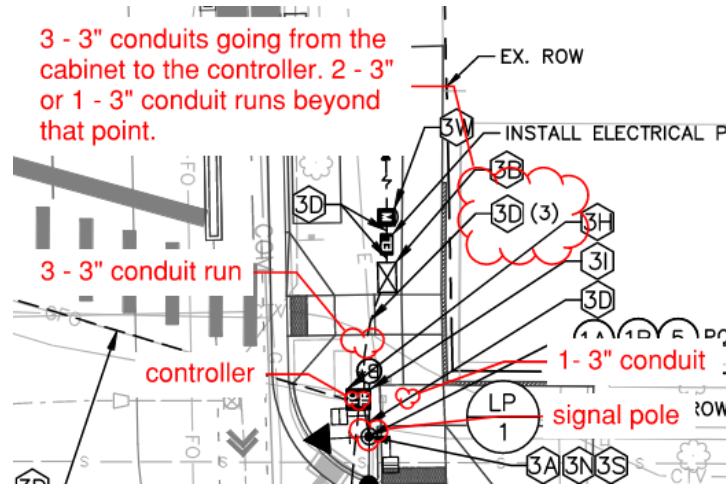
- A19. Yes, continuous (multi-day) full closure of east/west streets, when paving runs through the intersection, will be permitted for up to a maximum of 3 weeks provided adjacent cross streets are not closed at the same time.**
- Q20. Please confirm that the standard Class P concrete mixes shown on the Denver Approved Mix Design List will be acceptable during all phases of construction.
- A20. As an approved City concrete mix design, it is anticipated to be approved for the appropriate applications. Contractors must also comply with Subsection 412.03 and any other applicable specifications.**
- Q21. Many locations have pavement improvements that extend beyond the left or right most lane. Has the need for continuous double-lane closures been communicated with the Traffic group approving the MHTs to permit this type of work? It has been our experience that such closures are difficult to obtain to complete the work.
- A21. Three (3) lanes of travel should be maintained during construction.**
- Q22. Are there lane closure restrictions during Rockies games or other special events taking place downtown?
- A22. There are no closure restrictions during Rockies games, but the Contractor will be required to coordinate with and accommodate events occurring in and around the project corridor during construction, such as the Underground Music Festival (July) and the Council District 7 Halloween Parade (October).**
- Q23. What are the limitations of full closures of the east/west streets? Can multiple consecutive intersections be closed at the same time; for example, can the eastern side of Broadway at 1st Ave and Ellsworth be closed concurrently? Alternatively, can alternating intersections be closed at the same time; for example, can the eastern side of Broadway at 1st Ave and Bayaud Ave be closed, while keeping Ellsworth intersection open.
- A23. Continuous (multi-day) full closure of east/west streets, when paving runs through the intersection, will be permitted for up to a maximum of 3 weeks provided adjacent cross streets are not closed at the same time. Alternating closed intersections is acceptable.**
- Q24. How many total travel lanes must be maintained during construction?
- A24. Three (3) lanes of travel should be maintained during construction.**
- Q25. Special Provisions - Commencement and Completion of Work Requires the use of Microsoft Project for the CPM Schedule. May the Contractor use P6 instead?
- A25. P6 is acceptable.**
- Q26. Is the project exempt from State Sales tax?
- A26. If the General Contractor receives a State of Colorado Contractor's Exemption certificate, then, yes Colorado tax would be exempt on construction materials only. Supplies such as gloves, glasses, ladders etc. would not be considered exempt. Additionally, this would only be issued by the State and not the City and County of Denver.**
- Q27. Do the potholing units provided in the bid tabulations cover all potholes for verifying utilities and for boring conduit?
- A27. The pothole hours provided in the bid tabulation cover the utilities only. Updated specification language will be added to the release for construction specs as follows:**

Subsection 203.12 shall include: The cost for potholing utilities as required to install conduit shall not be measured and paid for separately but shall be incidental to the Section 613 work items to install the conduit.

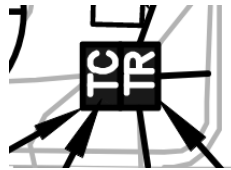
- Q28. Where new traffic signal devices are called out to be installed on existing poles / mast arms, are we to figure installing new wire to the pole hand-hole or re-use the existing wiring?
- A28. **New wiring will be required. Wiring is paid for under bid item 613-10000 Wiring (LS) in the plans and specifications. The following language will be added to the specifications:**

*Subsection 613.08 Wiring shall also include the following:
Where new traffic signal devices are being proposed on existing traffic signal poles and mast arms, new wiring shall be installed to the pole hand-hole.*

- Q29. The drawings call for (3) 3" conduits to the caissons in some locations. This does not match the CCD standards, and these conduits will likely not fit in the base of the pole.
- A29. **The 3 - 3" conduits run from the cabinet to the controller. There are no locations that go directly into the pole. All other runs of conduit are shown as 2 - 3" conduits which follow the City's traffic standards. For example, see Center Ave below:**



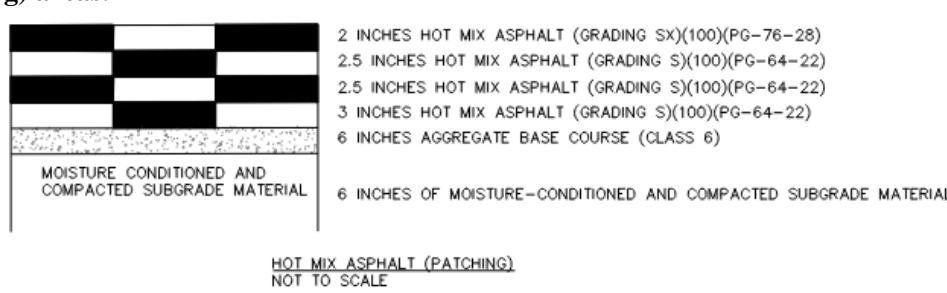
- Q30. The drawings appear call for the fiber and traffic signal wiring to share a common pull box on some of the drawings. Please confirm this is the intent.
- A30. **Per the plans 'TC' = Traffic Communication or fiber and 'TR' = Traffic will have its own pull box. Quantities are broken out per pull box type in the SAQ.**



TC and TR are separate pull boxes

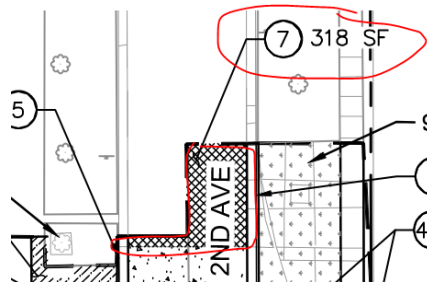
- Q31. There are no separate raceways shown for fiber optic on the drawings. Are we to figure reusing existing or will the fiber optic share the conduit with the traffic signal cable?
- A31. **Fiber optic communication shall have separate conduits, see reference key '3D (2)' in the plans.**

- Q32. There is a Barricade Type (3 M-A) included with the traffic signalization units but does not appear in the plans. Please advise.
- A32. **The Item number will be revised to be “630-80335 Barricade (Type 3 M-A) (Temporary)”. This quantity is intended to be a temporary barricade for use during construction.**
- Q33. Please confirm that 6-inches of ABC Class 6 is to be placed under all sidewalk, curb ramps, curbs and gutters. There is no typical section provided however based upon the Class 6 quantity, this appears to be the case.
- A33. **ABC Class 6 shall be used under all proposed roadway pavement sections including curb and gutters. ABC Class 6 is not required under sidewalks, and curb ramps.**
- Q34. Can the City please clarify when the Reconditioning item is to be utilized?
- A34. **Per the full depth patching detail below (provided by CDOT) we show reconditioning in all HMA (Patching) areas.**



Reconditioning is shown at the following locations:

1. Alameda, Cedar, Bayaud, 2nd, 5th, 6th – see paving plans, sheet C900 to C915
2. Per the detail shown above (Sheet C915) we show ‘Reconditioning’ in all HMA (Patching) areas. Example of an area where we show reconditioning = 318 SF/9 = 35 SY of reconditioning as shown in the SAQ:



- Q35. Intersection Removal Drawing 14 of 17 AND Traffic Signal Plan 16 of 19 (both for Broadway & 5th) both refer to CCD HSIP Signal improvement plans. Our scope appears very limited at this intersection and we don’t have any work associated with the signal controller. However, the bid tabs show “telemetry work” and also an electrical service for this intersection. However the traffic signal plans don’t show either of these items. Please clarify if we are to perform telemetry work and install a new service at this intersection.
- A35. **The controller will be constructed by others (HSIP project) and there will be no telemetry work at 5th and Broadway. Quantities will be updated to reflect no telemetry work.**

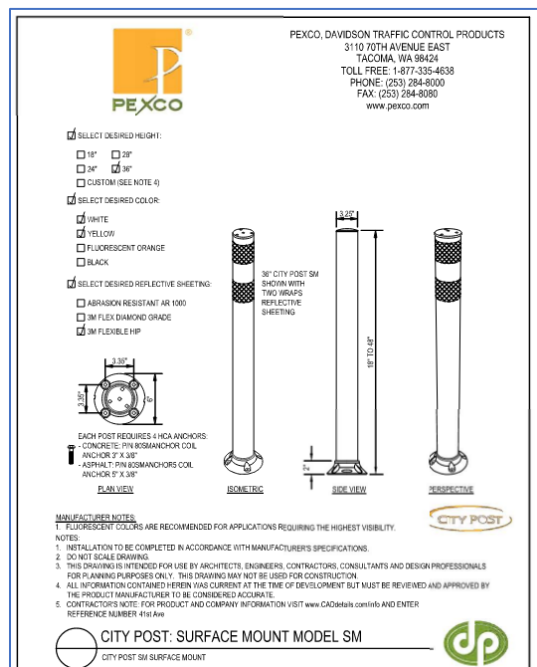
- Q36. The roadway details show new City Post delineators, as well as hardened centerlines, and flexible posts, however there do not appear to be bid items for these items. Please clarify how these items are to be compensated.
- A36. Items were not included in the SAQ and will be added to the release for construction plan set.

Bid Item additions:

- a. **For the hardened centerlines:**
- i. Use item 612-00013 Delineator (Special) (Hardened Centerline) – Each (\$2,070)
 1. **Quantity (Each) = 5**
- b. **For the flex posts within the hardened centerline:**
- i. Use item 612-00044 Delineator (Flexible) (Post A) – Each (\$207/post)
 1. **Quantity (Each) = 10**
 - ii. Use item 612-00045 Delineator (Flexible) (Post B) – Each (\$207/post)
 1. **Quantity (Each) = 18**
- c. **City Flex Posts:**
- i. Use item 612-00401 Tubular Marker (SM)(Surface Mount) – Each (\$207/post)
 1. **Quantity (Each) = 50**
- d. Specifications for all three items will be added to the release for construction set. See additional attachment.
- e. Replace detail in the plans with the following (also attached):

Plan Sheet Changes:

1. Sheet C115: Replace the ‘City Post Detail’ with an updated version (Shown on the next page)
2. Sheet C115: The new ‘City Post’ detail will also include the following note: The color and reflective tape for each City Post (Surface Mounted) shall match the adjacent striping.



Q37. As a Federally funded project, are there additional reporting requirements for the Contractor?

A37. **Yes, as a Federally funded project, there are additional reporting requirements.**

The specifications will be revised as follows:

Subsection 626.01 Description is revised to the following:

Throughout the duration of the project, the Contractor shall limit all of their actives and disturbed areas to Right-of-Way, temporary easements, and permanent easements. All disturbed or damaged areas outside of these limits shall be restored in accordance with the general contract conditions to original or better condition to the satisfaction of the Project Manager at no additional cost to the project.

Also included in this requirement is that the Contractor fill out all required CDOT Forms as required in the Contract Documents and as determined by CDOT and the Project Manager, including all required CDOT Form 205's – Sublet Permit Application, which must be submitted and approved before work by that subcontractor can begin. The Contractor needs to complete a separate Form 205 for each subcontractor. This includes professional services and trucking companies.

The contractor and City will work cooperatively to ensure all required forms and material tests are completed satisfactorily to CDOT's requirements. The City reserves the right to delay progress and/or final payments until all daily, weekly, monthly, and annual forms are satisfactorily completed by the contractor and/or adequate information is provided to the City to complete.

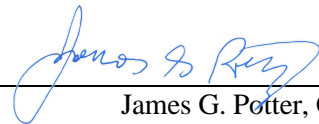
The Contractor shall reference the current versions of the following for additional details and Form requirements:

- **CDOT Field Materials Manual**
- **CDOT Construction Manual**
- **CDOT Local Agency Manual**

If multiple mobilizations are anticipated due to the phasing of the project, the Contractor shall include the requirements of the construction phasing in the bid price for Mobilization. No separate payment will be made for multiple mobilizations due to the Contractor's scheduling. Should the Contractor fail the satisfy any of the above requirement, payment to the Contractor will be withheld or deducted.

This item also includes demobilization of equipment and supplies from this project site.

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



James G. Potter, City Engineer

5/3/2022

Date

Attachment 1**REVISION OF SECTION 612
DELINEATORS AND REFLECTORS**

Section 612 of the Standard Specifications is revised as follows:

Subsection 612.02 shall be deleted and shall be replaced with the following:

612.02 Materials for various types of delineators and reflectors shall be as follows:

(a) Delineators (Special)

1. Delineators shall be manufactured from an impact resistant flexible material and shall conform to the following requirements.
 - A. Workmanship. All materials shall exhibit good workmanship and shall be free from burrs, discoloration, contamination, and other objectionable marks or defects which affect appearance and serviceability.
 - B. Base Anchoring. Materials shall be designed to facilitate a permanent installation that resists overturning, twisting, and displacement from wind and impact forces. Anchoring shall be installed per manufacturers recommendations and specifications.
 - C. Reflective Elements. Materials shall be shaped to accommodate the installation of reflective elements. Reflective elements shall be a minimum of 3 inches in height. Reflective materials shall be Type IV reflective sheeting meeting the requirements of subsection 713.10. Reflective elements shall be mounted in accordance with the manufacturer's recommendations to prevent loss of the reflective element during the life of the post.

The reflective element shall be protected from scratches, abrasions, and other physical damage during shipping and driving by an easily removable "masking" sheet.
 - D. Physical Properties and Performance Requirements. Materials shall conform to the following physical properties and performance requirements.
 - a. Colorfastness: Materials shall be constructed of UV-stabilized materials.
 - b. Impact Resistance: Materials shall be manufactured from an impact resistant material and be so designed that installed elements shall be capable of self-erecting and remaining serviceable after sustaining direct and wheel-over impacts without damage, remain intact and securely anchored, return to their original vertical orientation, and show minimal signs of distress (cracking, loss of rigidity).
2. Hardened Centerline. Hardened Centerline shall consist of furnishing and installing elements per these specifications and the respective manufacturers recommendations. The Hardened Centerline shall include the following elements: Bump Section End Cap, Bump Section, Hardened Centerline Base (Quantity of 4), Hardened Centerline End Cap (Quantity of 2). Hardened Centerline shall include all materials and equipment necessary for anchoring and installation. Flexible posts shall be paid for separately from Hardened Centerline, as shown on the plan set.
3. Post A (Flex). The Post A (Flex) shall include all furnishing and installing elements per the plan set and the manufacturer specifications. Post A (Flex) shall include all materials and equipment necessary for anchoring and installation.

-2-

**REVISION OF SECTION 612
DELINEATORS AND REFLECTORS**

4. Post B (Flex). The Post B (Flex) shall include all furnishing and installing elements per the plan set and the manufacturer specifications. Post B (Flex) shall include all materials and equipment necessary for anchoring and installation.

Subsection 612.05 shall include the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Delineator (Special) (Hardened Centerline)	Each
Delineator (Flexible) (Post A)	Each
Delineator (Flexible) (Post B)	Each

**REVISION OF SECTION 612
TUBULAR MARKER (CITY POST SM)**

Section 612 of the Standard Specifications is hereby revised for this project as follows:

Subsection 612.01 shall be revised to include the following:

This work consists of the installation and furnishing of tubular markers in accordance with these specifications and in conformity with the lines, grades and details shown on the plans or established.

Subsection 612.02 shall be revised to include the following:

(d) *Tubular Marker (City Post SM)*. The City Post Surface Mount is a high-performance channelizer post system comprised of a tubular marker, a top cap and an integrated mounting base that work together for superior impact resistance and rebound.

All city posts shall be capable of sustaining a minimum of direct wheel-over impacts at 70 MPH (112 km/h) without damage to the posts or as approved equivalent by the City.

The City Post SM Surface Mount shall consist of system comprised of a tubular marker, a top cap and an integrated mounting base assembly. The tubular marker portion shall consist of round post a minimum of 3.15” in diameter, with 0.125” thick walls (minimum). All posts shall be constructed of UV-stabilized thermo-plastic polyurethane or approved equivalent by the City. The tubular marker mounting base assembly portion shall be permanently bonded to the mounting base assembly. The post assembly shall be affixed to the roadway with mechanical fasteners appropriate for the roadway surface (concrete or asphalt). This includes the Dewalt Screw Anchor Mfr. Model # PFM1411280.

The tubular marker top cap portion shall also be permanently bonded to a polyurethane top cap. The Top Cap shall be provided with name of the manufacturer and a plurality of holes to allow the escapement of air when impacted and prevent the collection of rubbish or debris into the tubular marker portion of the post.

Subsection 612.03 shall be revised to include the following:

Spacing, location, color of reflectors, color of tape and placement of tubular markers shall be as shown on the plans.

Subsection 612.04 shall be revised to include the following:

Tubular Markers will be measured by the actual number of the various types installed and accepted.

Subsection 612.05 shall be revised to include the following:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Tubular Marker (SM) (Surface Mount)	Each

Attachment 2

PEXCO, DAVIDSON TRAFFIC CONTROL PRODUCTS
 3110 70TH AVENUE EAST
 TACOMA, WA 98424
 TOLL FREE: 1-877-335-4638
 PHONE: (253) 284-8000
 FAX: (253) 284-8080
 www.pexco.com

SELECT DESIRED HEIGHT:
 18" 28"
 24" 36"
 CUSTOM (SEE NOTE 4)

SELECT DESIRED COLOR:
 WHITE
 YELLOW
 FLUORESCENT ORANGE
 BLACK

SELECT DESIRED REFLECTIVE SHEETING:
 ABRASION RESISTANT AR 1000
 3M FLEX DIAMOND GRADE
 3M FLEXIBLE HIP

36" CITY POST SM SHOWN WITH TWO WRAPS REFLECTIVE SHEETING

3.25"
 18" TO 28"

3.35"
 2.5"
 2.5"

EACH POST REQUIRES 4 HCA ANCHORS:
 - CONCRETE: P/N 805MANCHOR COIL ANCHOR 5" X 3/8"
 - ASPHALT: P/N 805MANCHORS COIL ANCHOR 5" X 3/8"

PLAN VIEW ISOMETRIC SIDE VIEW PERSPECTIVE

MANUFACTURER NOTES:
 1. FLUORESCENT COLORS ARE RECOMMENDED FOR APPLICATIONS REQUIRING THE HIGHEST VISIBILITY.
 NOTES:
 1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 2. DO NOT SCALE DRAWING.
 3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
 4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
 5. CONTRACTOR'S NOTE FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADDdetails.com/info AND ENTER REFERENCE NUMBER 4181.Aw

CITY POST: SURFACE MOUNT MODEL SM
 CITY POST SM SURFACE MOUNT

4181.Aw PROTECTED BY COPYRIGHT ©2020 CADDDETAILS.COM LTD. REVISION DATE 12/20/2021 CADDetails.com

DETAIL E - FLEX POST DETAIL

Updated City Post Detail

Engineered Rubber Curb Specifications

Specifications:
 • 32 lbs per curb
 • 5"H x 6"W x 36"L
 • 3 mounting holes per curb

Models:
RF-ERC165
 • Engineered Rubber Curb plain black
RF-ERC165
 • Engineered Rubber Curb with yellow or white safety paint

Hardware:
RF-ERC165
 • 3 Lag bolts
 • 3 Anchors
 • 3 Washers
 • Adhesive

5"
 6"
 36"

PRIMERFORM
 RUBBER FORMING SYSTEMS
 Tel: 716-478-5904 / Fax: 716-478-0426 / sales@rubberform.com
RubberForm.com / 75 Michigan St. Lockport, NY 14094

DETAIL F - RUBBER CURB DETAIL

Print Date: 12/20/2021 4:58:43 PM		Sheet Revisions			CITY & COUNTY OF DENVER DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE 201 W. COLFAX AVE., DEPT. 608 DENVER, CO 80202 PHONE: (720) 913-1311	As Constructed	Project No./Code
Horiz. Scale:N/A Vert. Scale:N/A		Date:	Comments	Init.		No Revisions:	
					Revised:	Sheet Number 11	
					Void:		

Attachment 3

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
202-00090	REMOVAL OF DELINEATOR	135	EA
202-00250	REMOVAL OF PAVEMENT MARKING	14,183	SF
627-00005	EPOXY PAVEMENT MARKING	178	GAL
627-30405	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	31,258	SF
202-00001	REMOVAL OF STRUCTURE	13	EA
202-00001	REMOVAL OF STRUCTURE (PARKING METER) Addendum 2: Added in removal of parking meters (41 total).	41	EA
202-00012	REMOVAL OF TREE	7	EA
202-00012	REMOVAL OF TREE STUMP	5	EA
202-00019	REMOVAL OF INLET	23	EA
202-00021	REMOVAL OF MANHOLE	10	EA
202-00031	REMOVAL OF FIRE HYDRANT	6	EA
202-00035	REMOVAL OF PIPE	840	LF
202-00200	REMOVAL OF SIDEWALK	4,398	SY
202-00203	REMOVAL OF CURB AND GUTTER Addendum 2: Updated quantity at Center, Virginia, Nevada/Alameda, Cedar and Bayaud. (quantity decreased).	6,015	LF
202-00207	REMOVAL BRICK PAVERS	247	SY
202-00210	REMOVAL OF CONCRETE PAVEMENT	7,658	SY
202-00220	REMOVAL OF ASPHALT MAT	521	SY
202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1	LS
202-04005	CLEAN VALVE BOX/MANHOLE	76	EA
202-05010	SAWING CONCRETE (SPECIAL)	10,126	LF
202-05030	SAWING ASPHALT MATERIAL (10 INCH)	659	LF
202-99996	TREE GRATE CUTTING AND DISPOSAL	9	EA
202-99997	REMOVAL OF TREE GRATE AND DISPOSAL	5	EA
202-99998	REMOVAL OF TREE PIT BRICK AND DISPOSAL	1	EA
202-99999	ABANDON PIPE	140	LF
203-00050	UNSUITABLE MATERIAL Addendum 2: Added 100 CY of unsuitable material.	100	CY
203-01597	POTHOLING	192	HR
203-02330	AIR SPADING/PNEUMATIC EXCAVATION LABOR	52	EA
207-00250	TOPSOIL FILL	96	CY
208-00000	EROSION CONTROL MANAGEMENT	1	LS
210-00001	RESET STRUCTURE (BOLLARD) Addendum 2: Broke out 'Reset Structure' items.	29	EA
210-00001	RESET STRUCTURE (TRASH CAN) Addendum 2: Broke out 'Reset Structure' items.	36	EA
210-00001	RESET STRUCTURE (PARKING METER) Addendum 2: Broke out 'Reset Structure' items.	35	EA
210-00001	RESET STRUCTURE (GATE VALVE) Addendum 2: Broke out 'Reset Structure' items.	51	EA
210-00001	RESET STRUCTURE (SWIVEL TEE) Addendum 2: Broke out 'Reset Structure' items.	1	EA

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
210-00001	RESET STRUCTURE (CURB STOP) <i>Addendum 2: Broke out 'Reset Structure' items.</i>	8	EA
210-00001	RESET STRUCTURE (PLANTERS) <i>Addendum 2: Broke out 'Reset Structure' items.</i>	12	EA
210-00001	RESET STRUCTURE (ELECTRIC BOX METER) <i>Addendum 2: Broke out 'Reset Structure' items.</i>	1	EA
210-00001	RESET STRUCTURE (BUTTERFLY VALVE) <i>Addendum 2: Broke out 'Reset Structure' items.</i>	1	EA
210-00001	RESET STRUCTURE (TRANSFORMER) <i>Addendum 2: Broke out 'Reset Structure' items.</i>	1	EA
210-00001	RESET STRUCTURE (TRANSFORMER/ELECTRIC METER) <i>Addendum 2: Broke out 'Reset Structure' items.</i>	1	EA
210-00001	RESET STRUCTURE (BIKE RACK) <i>Addendum 2: Broke out 'Reset Structure' items.</i>	12	EA
210-00001	RESET STRUCTURE (CONCRETE BENCH) <i>Addendum 2: Broke out 'Reset Structure' items.</i>	3	EA
210-00035	RESET WATER METER <i>Addendum 2: Broke out certain items that had specific bid items from 'Reset Structure' bid item.</i>	7	EA
210-00050	RESET FIRE HYDRANT <i>Addendum 2: Broke out certain items that had specific bid items from 'Reset Structure' bid item.</i>	7	EA
210-00750	RESET LIGHT STANDARD <i>Addendum 2: Broke out certain items that had specific bid items from 'Reset Structure' bid item.</i>	3	EA
210-00815	RESET SIGN PANEL	3	EA
210-00892	PORTABLE PAN-TILT-ZOOM CAMERA (RESET)	4	EA
210-04010	ADJUST VALVE BOX/MANHOLE (STRUCTURE ADJUSTMENT)	76	EA
210-04015	MODIFY MANHOLE <i>Addendum 2: Added bid item and quantity to align with specifications.</i>	10	EA
212-00050	SOD <i>Addendum 2: Added bid item and quantity.</i>	540	SF
212-00100	TREE RETENTION AND PROTECTION	1	LS
212-00701	ORGANIC FERTILIZER (MECHANICALLY APPLIED)	20	CY
212-01200	COMPOST	20	CY
214-00225	DECIDUOUS TREE (2.5 INCH CALIPER)	5	EA
213-00008	WOOD MULCH (WOOD CHIP)	1,090	CF
214-99998	TREE GRATE (60 INCH X 120 INCH)	57	EA
214-99999	TREE GRATE (60 INCH X 90 INCH)	1	EA
217-00020	HERBICIDE TREATMENT	16	HR
240-00000	WILDLIFE BIOLOGIST	16	HR
250-00010	ENVIROMENTAL HEALTH AND SAFETY MANAGEMENT	1	LS

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
304-06007	AGGREGATE BASE COURSE (CLASS 6) <i>Addendum 2: Quantity updated (added 77 CY).</i>	2,199	CY
306-01000	RECONDITIONING	461	SY
403-00721	HOT MIX ASPHALT (PATCHING)	69	TON
412-01200	CONCRETE PAVEMENT (12 INCH)	6,366	SY
503-00018	DRILLED SHAFT (18 INCH)	5	LF
503-00024	DRILLED SHAFT(24 INCH)	107	LF
503-00036	DRILLED SHAFT (36 INCH)	507	LF
503-00048	DRILLED SHAFT (48 INCH)	17	LF
601-51000	48 LB MAGNESIUM ANODE	9	EA
603-01150	15 INCH REINFORCED CONCRETE PIPE	963	LF
603-02160	12X18 INCH REINFORCED CONCRETE PIPE ELLIPTICAL <i>Addendum 2: Added bid item and quantity.</i>	70	LF
604-19105	INLET TYPE R L 5 (10 FOOT)	8	EA
604-16005	INLET TYPE 16	25	EA
604-30005	MANHOLE SLAB BASE (5 FOOT)	11	EA
604-99999	CORE-IN STORM CONNECTION	6	EA
608-00006	CONCRETE SIDEWALK (6 INCH)	3,855	SY
608-00010	CONCRETE CURB RAMP	774	SY
608-00050	BRICK PAVERS	96	SF
608-99999	2' SIDEWALK CHASE	2	EA
609-20000	CURB TYPE 2 (SECTION B) (SPECIAL)	125	LF
609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	12	LF
609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	1,719	LF
609-21900	CURB AND GUTTER TYPE 2 (SPECIAL)	88	LF
609-71001	FLUSH CONCRETE CURB WITH SHELF	2,352	LF
609-99999	RAISED CONCRETE BUFFER (CIP)	12,220	SF
610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	4,880	SF
612-00013	DELINEATOR (SPECIAL) (HARDENED CENTERLINE) <i>Addendum 2: New bid item and quantity.</i>	5	EA
612-00044	DELINEATOR (FLEXIBLE) (POST A) <i>Addendum 2: New bid item and quantity.</i>	10	EA
612-00045	DELINEATOR (FLEXIBLE) (POST B) <i>Addendum 2: New bid item and quantity.</i>	18	EA
612-00401	TUBULAR MARKER (SM) (SURFACE MOUNT) <i>Addendum 2: New bid item and quantity.</i>	50	EA
613-00200	2 INCH ELECTRICAL CONDUIT	180	LF
613-00300	3 INCH ELECTRICAL CONDUIT	7,642	LF
613-00399	FIBEROPTIC CABLE SPLICE (GATOR 2 STEP)	13	EA
613-07004	TYPE B PULL BOX (TRAFFIC)	51	EA
613-07009	TYPE B PULL BOX (ELECTRICAL)	13	EA
613-07099	TYPE D PULL BOX (RTD)	7	EA
613-07999	TYPE C PULL BOX (COMMUNICATION)	33	EA
613-10000	WIRING	1	LS

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
613-13000	LUMINAIRE (LED)	52	EA
614-00011	SIGN PANEL (CLASS I)	1,272	SF
614-00014	STANDARD STREET NAME SIGN	42	EA
614-00200	STEEL SIGN POST (U-2)	718	LF
614-10160	SIGNAL HEAD BACKPLATES	110	EA
614-70117	PEDESTRIAN SIGNAL FACE (16)	93	EA
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	141	EA
614-70398	BICYCLE SIGNAL FACE (8-8-8)	29	EA
614-70398	BICYCLE SIGNAL FACE (12-12-12)	22	EA
614-72854	TRAFFIC SIGNAL CONTROLLER CABINET	13	EA
614-72863	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	1	EA
614-72866	FIRE PREEMPTION UNIT	31	EA
614-72899	TRI MITIGATOR DEVICE	2	EA
614-80001	FLASHING BEACON (SOLAR POWERED)	2	EA
614-81000	TRAFFIC SIGNAL-LIGHT POLE STEEL	15	EA
614-81120	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-20' MAST ARM)	2	EA
614-81125	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-25' MAST ARM)	7	EA
614-81130	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-30' MAST ARM)	5	EA
614-81135	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-35' MAST ARM)	14	EA
614-81140	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-40' MAST ARM)	8	EA
614-81145	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-45' MAST ARM)	2	EA
614-81150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-50' MAST ARM)	4	EA
614-81155	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-55' MAST ARM)	1	EA
614-81160	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-60' MAST ARM)	1	EA
614-84000	TRAFFIC SIGNAL PEDESTAL POLE STEEL	1	EA
614-86006	TELEMETRY (MASTER) Addendum 2: Quantity update at 5 th and Broadway. Removed 1 unit of telemetry work.	13	EA
614-86299	CONTROLLER (INTELLIGHT)	12	EA
614-86800	UNINTERRUPTED POWER SUPPLY	13	EA
614-87333	CLOSED CIRCUIT TELEVISION CAMERA (TRAFFIC MONITORING)	23	EA
614-99999	ELECTRIC METER CABINET AND PEDESTAL	13	EA
619-06060	6 INCH DUCTILE IRON PIPE	170	LF
619-06110	10 INCH DUCTILE IRON PIPE	52	LF
619-06120	12 INCH DUCTILE IRON PIPE	63	LF
619-50640	8 INCH PLASTIC WATER MAIN	25	LF
619-75048	6 INCH GATE VALVE	6	EA

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

STATEMENT OF QUANTITIES

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT TYPE
619-75096	12 INCH GATE VALVE	4	EA
619-78048	6 INCH FIRE HYDRANT	6	EA
624-20013	12 INCH DRAINAGE PIPE (CL 0) (CIP)	92	LF
625-00000	CONSTRUCTION SURVEYING	1	LS
626-00000	MOBILIZATION	1	LS
626-01113	PUBLIC INFORMATION MANAGEMENT (TIER III)	1	LS
629-01006	SURVEY MONUMENT (TYPE 6)	52	EA
630-00000	FLAGGING	1,500	HR
630-00003	UNIFORM TRAFFIC CONTROL	600	HR
630-00007	TRAFFIC CONTROL INSPECTION	183	DAY
630-00012	TRAFFIC CONTROL MANAGEMENT	365	DAY
630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY) <i>Addendum 2: Bid item changed from permanent barricade to temporary.</i>	92	EA
630-80341	CONSTRUCTION TRAFFIC SIGN PANEL (SIZE A)	80	EA
630-80342	CONSTRUCTION TRAFFIC SIGN PANEL (SIZE B)	8	EA
630-80343	CONSTRUCTION TRAFFIC SIGN PANEL (SIZE C)	44	EA
630-80355	PORTABLE MESSAGE SIGN PANEL	2	EA
630-80358	ADVANCED WARNING FLASHING OR SEQUENCING ARROW PANEL (TYPE C)	6	EA
630-80360	DRUM CHANNELIZING DEVICE	200	EA
630-85020	MOBILE ATTENUATOR	10	EA
700-70010	F/A MINOR CONTRACT REVISIONS	1	F/A
700-70082	F/A FURNISH AND INSTALL ELECTRICAL SERVICE	1	F/A

Attachment 4

Sum of estimated cost for item numbers 202-00090 through 700-70082 (One Hundred Fifty-Five [155] total bid items) and the Textura Fee equals Total Base Bid Amount:

_____ Dollars (\$ _____)

If the Executive Director 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, within five (5) days after the date of the Notice: (i) execute the attached form of Contract in conformity with this bid; (ii) furnish the required proofs of insurance; and (iii) furnish the required bond in the sum of the full amount of this bid, executed by a surety company acceptable to the Executive Director.

The _____, a corporation of the State of _____, is hereby offered as Surety on said bond. If such surety is not approved by the Executive Director, another and satisfactory surety company shall be furnished.

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

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

Name: _____ Name: _____

Address: _____ Address: _____

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

FILED

1:44 pm, Aug 04 2022

CLERK AND RECORDER
CITY AND COUNTY OF DENVER

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

**DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE**

Technical Specifications, Plans/Drawings

Contract Number: 202262166

South Broadway Multimodal Improvements

March 29, 2022

**PLEASE NOTE: Documents listed above are
incorporated by reference and filed with the
Clerk and Recorder. File #: 20220080**