

**CITY AND COUNTY OF DENVER**  
**STATE OF COLORADO**



**DENVER**  
**THE MILE HIGH CITY**

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Contract Documents**

**Contract Number: 202366921**

**2023 WMD Pipe Rehabilitation, Phase 1**

**March 3, 2023**



## NOTICE TO APPARENT LOW BIDDER

**INSITUFORM TECHNOLOGIES, LLC**  
**580 Goddard Ave.**  
**Chesterfield, MO 63005**

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **April 13, 2023** for work to be done and materials to be furnished in and for:

### CONTRACT 202366921 2023 WMD Pipe Rehabilitation, Phase 1

as set forth in detail in the Contract Documents for the City and County of Denver, Colorado. It appears that your Bid is fair, equitable, and to the best interest of the City and County; therefore, said Bid is hereby accepted at the bid price contained herein, subject to the approval and execution of the Contract Documents by the City in accordance with the Charter of the City and County of Denver, and to your furnishing the items specified below. The award is based on the total bid items: **Twenty-Six (26) base bid items (34-17.1-8 through 50-1), Eight (8) Add Alternate #1 bid items (34-17.1-8 through 50-1), Eight (8) Add Alternate #2 bid items (34-17.1-8 through 50-1), and Eight (8) Add Alternate #3 bid items (34-17.1-8 through 50-1)** the total estimated cost thereof being: **Four Million Two Hundred Forty-Seven Thousand Eight Hundred Ninety-Eight Dollars and No Cents (\$4,247,898.00).**

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, Automotive Liability, Workman's Compensation and Employer Liability, 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](http://www.denvergov.org/doti)  
Phone: 720-865-8630



**NOTICE TO APPARENT LOW BIDDER**

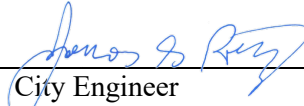
CONTRACT NO. 202366921

Page 2

Dated at Denver, Colorado this 15th day of June 2023

CITY AND COUNTY OF DENVER

By:



\_\_\_\_\_  
City Engineer  
Department of Transportation and Infrastructure

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

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



**DENVER**  
**THE MILE HIGH CITY**

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Bid Form Package**

**Contract Number: 202366921**

**2023 WMD Pipe Rehabilitation, Phase 1**

**March 3, 2023**

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

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

### BIDDER'S CHECKLIST

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

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

PAGE NO.	ACTION ITEM(S)	COMPLETE
BF-4 – BF-5	• Use legal name, per Colorado Secretary of State (SOS).	<input checked="" type="checkbox"/>
	• Provide contact and signatory information.	<input checked="" type="checkbox"/>
	• Provide acknowledgment signature and attestation (if required).	<input checked="" type="checkbox"/>
BF-6	• Use legal name, per Colorado Secretary of State (SOS).	<input checked="" type="checkbox"/>
BF-7	• Calculate Textura® Fee from chart on page BF-3.	<input checked="" type="checkbox"/>
	• Write Total Base Bid Amount in words and figures in the space provided.	<input checked="" type="checkbox"/>
	• If applicable, write out Add Alt amounts in words and figures.	<input checked="" type="checkbox"/>
	• Provide surety/bid guarantee information.	<input checked="" type="checkbox"/>
BF-8	• List all subcontractors who are performing work on this project.	<input checked="" type="checkbox"/>
BF-9 – BF-10	• Complete DSBO Form 1A - List of Proposed Subcontractors, Subconsultants, and/or Suppliers ('Base Bid Total' from BF-7 = 'Total Contract Value') (Required Form due with bid)	<input checked="" type="checkbox"/>
BF-11	• Complete all blanks for bid acknowledgement.	<input checked="" type="checkbox"/>
	• If Addenda have been issued, complete addenda acknowledgement.	<input checked="" type="checkbox"/>
BF-12	• Complete appropriate sections and include signature(s) as required.	<input checked="" type="checkbox"/>
	• If bidder is a corporation, include corporate seal as required.	<input checked="" type="checkbox"/>
BF-13	• Complete DSBO Commitment to Participation. (Required Form due with bid)	<input checked="" type="checkbox"/>
BF-14	• Completed Letter of Intent for each certified firm, signed by the firm's representative. (Required Form due with bid)	<input checked="" type="checkbox"/>
BF-15	• Fill in all Bid Bond blank spaces.	<input checked="" type="checkbox"/>
	• Provide signatures as required.	<input checked="" type="checkbox"/>
	• If bidder is a corporation, include corporate seal as required.	<input checked="" type="checkbox"/>
	• Attach Surety Agents Power of Attorney OR Certified or cashier's check made out to the Manager of Revenue referencing Bidder's Company and Contract Number.	<input checked="" type="checkbox"/>
BF-16	• <u>Complete</u> the "Diversity and Inclusiveness in City Solicitations Information Request Form" via the link provided.	<input checked="" type="checkbox"/>
	• Use <a href="mailto:doti.procurement@denvergov.org">doti.procurement@denvergov.org</a> for the City email address.	<input checked="" type="checkbox"/>
	• <u>Include</u> copy of completed form with bid submittal package. (Required Form due with bid)	<input checked="" type="checkbox"/>

**Textura® Construction Payment Management System (“Textura”)**

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

Project Value	Project Fee (GC + Sub Usage)
\$100,000 – 249,999.99	\$780
\$250,000 - \$499,999.99	\$1,625
\$500,000 - \$999,999.99	\$3,250
\$1,000,000 - \$2,999,999.99	\$5,850
\$3,000,000 - \$4,999,999.99	\$9,100
\$5,000,000 - \$9,999,999.99	\$12,220
\$10,000,000 - \$19,999,999.99	\$20,345
\$20,000,000 - \$49,999,999.99	\$32,500
\$50,000,000 - \$99,999,999.99	\$48,750
\$100,000,000 - \$199,999,999.99	\$69,095

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. 202366921**

**2023 WMD PIPE REHABILITATION, PHASE 1**

**BIDDER:** Insituform Technologies, LLC  
(Legal Name per Colorado Secretary of State)

**ADDRESS:** 580 Goddard Avenue, Chesterfield, MO 63005  
\_\_\_\_\_  
\_\_\_\_\_

**CONTACT PERSON FOR ALL MATTERS RELATING TO THIS DOCUMENT**

**NAME:** Whittney Schulte **TITLE:** Contracting & Attesting Officer  
**EMAIL:** WSchulte@Aegion.com **PHONE NUMBER:** 636-530-8000

**AUTHORIZED ELECTRONIC SIGNATORY**

**NAME:** Whittney Schulte  
**EMAIL:** WSchulte@Aegion.com

The undersigned bidder states that the undersigned bidder has received and had an opportunity to fully and thoroughly examine a complete set of the Contract Documents for **Contract No. 202366921 - 2023 WMD Pipe Rehabilitation, Phase 1**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated March 3, 2023.

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

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



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

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

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

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

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

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

**BIDDER:**

Name: Insituform Technologies, LLC

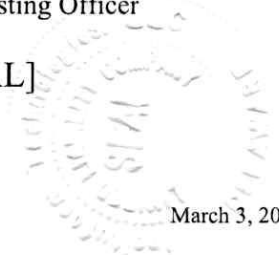
By: *Whitney Schulte*

Title: Whitney Schulte, Contracting & Attesting Officer

**ATTEST:**

By: *Christina Adair*  
Contracting & Attesting Officer

[SEAL]



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

**BID FORM**

**CONTRACT NO. 202366921**

**2023 WMD PIPE REHABILITATION, PHASE 1**

**BIDDER:** Insituform Technologies, LLC  
(Legal Name per Colorado Secretary of State)

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

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on **March 3, 2023**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 202366921 - 2023 WMD Pipe Rehabilitation, Phase 1**, in Denver, Colorado, in full accordance with and conformity to the Plans, Technical Specifications, and Contract Documents hereto attached or by reference made a part hereof, at and for the following price(s) set forth on this Bid Form.

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

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

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

2023 WMD Pipe Rehabilitation, Phase 1						365 Days		Insituform Technologies, LLC: Travelers Casualty & Surety Company of America	
Contract No. 202366921									
Bid Item	Description	Qty	Units	Unit Cost	Total Cost	Unit Bid	Total Bid		
34-17.1-8	PRE-VIDEO INSPECTION OF 8" DIAMETER SEWER PIPE	60076	LF	\$2.30	\$138,174.80	\$1.25	\$75,095.00		
34-17.1-10	PRE-VIDEO INSPECTION OF 10" DIAMETER SEWER PIPE	5142	LF	\$2.30	\$11,826.60	\$1.00	\$5,142.00		
34-17.1-12	PRE-VIDEO INSPECTION OF 12" DIAMETER SEWER PIPE	119	LF	\$2.30	\$273.70	\$2.00	\$238.00		
34-17.1-15	PRE-VIDEO INSPECTION OF 15" DIAMETER SEWER PIPE	2031	LF	\$2.30	\$4,671.30	\$2.00	\$4,062.00		
34-17.1-21	PRE-VIDEO INSPECTION OF 21" DIAMETER SEWER PIPE	726	LF	\$3.45	\$2,504.70	\$3.00	\$2,178.00		
34-17.1-24	PRE-VIDEO INSPECTION OF 24" DIAMETER SEWER PIPE	191	LF	\$3.45	\$658.95	\$3.00	\$573.00		
34-17.1-30	PRE-VIDEO INSPECTION OF 30" DIAMETER SEWER PIPE	797	LF	\$4.60	\$3,666.20	\$3.00	\$2,391.00		
34-17.3-15	15" DIAMETER SANITARY SEWER BY-PASS PUMPING: Includes bypass pipe, removal and replacement of manhole cone (as necessary), trenching, and associated paving, earthwork, and hauling. Quantity is based on linear footage of CIPP installed not by-pass linerar footage installed.	1823	LF	\$49.99	\$91,129.22	\$25.00	\$45,575.00		
34-17.3-21	21" DIAMETER SANITARY SEWER BY-PASS PUMPING: Includes bypass pipe, removal and replacement of manhole cone (as necessary), trenching, and associated paving, earthwork, and hauling. Quantity is based on linear footage of CIPP installed not by-pass linerar footage installed.	726	LF	\$105.32	\$76,462.68	\$11.00	\$7,986.00		
34-17.3-24	24" DIAMETER SANITARY SEWER BY-PASS PUMPING: Includes bypass pipe, removal and replacement of manhole cone (as necessary), trenching, and associated paving, earthwork, and hauling. Quantity is based on linear footage of CIPP installed not by-pass linerar footage installed.	191	LF	\$182.86	\$34,927.14	\$116.00	\$22,156.00		
34-17.3-30	30" DIAMETER SANITARY SEWER BY-PASS PUMPING: Includes bypass pipe, removal and replacement of manhole cone (as necessary), trenching, and associated paving, earthwork, and hauling. Quantity is based on linear footage of CIPP installed not by-pass linerar footage installed.	797	LF	\$103.89	\$82,800.01	\$70.00	\$55,790.00		
34-17.4-8	8" DIAMETER CURED-IN-PLACE-PIPE: includes all necessary bypass pumping	60076	LF	\$37.95	\$2,279,884.20	\$35.00	\$2,102,660.00		
34-17.4-10	10" DIAMETER CURED-IN-PLACE-PIPE: includes all necessary bypass pumping	5142	LF	\$58.65	\$301,578.30	\$50.00	\$257,100.00		
34-17.4-12	12" DIAMETER CURED-IN-PLACE-PIPE (Storm): Storm	119	LF	\$138.00	\$16,422.00	\$124.00	\$14,756.00		
34-17.4-15	15" DIAMETER CURED-IN-PLACE-PIPE: Sanitary and Storm	2031	LF	\$85.10	\$172,838.10	\$96.00	\$194,976.00		
34-17.4-21	21" DIAMETER CURED-IN-PLACE-PIPE: See Project Specific Technical Specifications, A.5 for minimum design thickness.	726	LF	\$140.30	\$101,857.80	\$149.00	\$108,174.00		
34-17.4-24	24" DIAMETER CURED-IN-PLACE-PIPE: See Project Specific Technical Specifications, A.5 for minimum design thickness.	191	LF	\$167.90	\$32,068.90	\$222.00	\$42,402.00		
34-17.4-30	30" DIAMETER CURED-IN-PLACE-PIPE: See Project Specific Technical Specifications, A.5 for minimum design thickness.	797	LF	\$207.00	\$164,979.00	\$316.00	\$251,852.00		
34-17.5	GRINDING	1000	LF	\$2.30	\$2,300.00	\$7.00	\$7,000.00		
34-17.6	SANITARY SEWER SERVICE REACTIVATION (CIPP)	1700	EA	\$103.50	\$175,950.00	\$60.00	\$102,000.00		
34-17.7	EXTENDED TAP CUTTING	100	EA	\$124.20	\$12,420.00	\$54.00	\$5,400.00		
34-17.9-a	PIPE END SEAL KIT INSTALLATION ONLY-SMALL DIAMETER: Per City Project Managers Direction and Approval-Includes installation only. Seal Kits provided by the City.	25	EA	\$161.00	\$4,025.00	\$150.00	\$3,750.00		
34-17.9-b	PIPE END SEAL KIT INSTALLATION ONLY-LARGE DIAMETER: Per City Project Managers Direction and Approval-Includes installation only. Seal Kits provided by the City.	10	EA	\$218.50	\$2,185.00	\$200.00	\$2,000.00		
41-1	TRAFFIC CONTROL	1	LS	\$363,254.95	\$363,254.95	\$395,517.00	\$395,517.00		
45-1	CIPP LABORATORY TESTING	20	EA	\$685.40	\$13,708.00	\$514.00	\$10,280.00		
50-1	MOBILIZATION	1	LS	\$121,084.98	\$121,084.98	\$57,813.00	\$57,813.00		
<b>Engineers Estimate of Base Bid Total:</b>					<b>\$4,211,651.53</b>				
<b>BID ITEMS TOTAL AMOUNT</b>						<b>\$3,776,866.00</b>			
<b>TEXTURA FEE</b>						<b>\$9,100.00</b>			
						<b>\$3,785,966.00</b>			
<b>ADD ALT #1</b>									
34-17.1-8	PRE-VIDEO INSPECTION OF 8" DIAMETER SEWER PIPE	5239	LF	\$2.30	\$12,049.70	\$1.00	\$5,239.00		
34-17.4-8	8" DIAMETER CURED-IN-PLACE-PIPE: includes all necessary bypass pumping	5239	LF	\$37.95	\$198,820.05	\$21.00	\$110,019.00		
34-17.5	GRINDING	200	LF	\$2.30	\$460.00	\$7.00	\$1,400.00		
34-17.6	SANITARY SEWER SERVICE REACTIVATION (CIPP): Estimated tap count	120	EA	\$103.50	\$12,420.00	\$60.00	\$7,200.00		
34-17.7	EXTENDED TAP CUTTING	10	EA	\$124.20	\$1,242.00	\$54.00	\$540.00		
41-1	TRAFFIC CONTROL	1	LS	\$19,034.90	\$19,034.90	\$21,689.00	\$21,689.00		
45-1	CIPP LABORATORY TESTING	5	EA	\$685.40	\$3,427.00	\$514.00	\$2,570.00		
50-1	MOBILIZATION	1	LS	\$6,344.97	\$6,344.97	\$10,278.00	\$10,278.00		
<b>Total of Add Alt# 1</b>					<b>\$253,798.61</b>	<b>\$158,935.00</b>			
<b>ADD ALT #2</b>									
34-17.1-8	PRE-VIDEO INSPECTION OF 8" DIAMETER SEWER PIPE	4923	LF	\$2.30	\$11,322.90	\$1.00	\$4,923.00		
34-17.4-8	8" DIAMETER CURED-IN-PLACE-PIPE: includes all necessary bypass pumping	4923	LF	\$37.95	\$186,827.85	\$23.00	\$113,229.00		
34-17.5	GRINDING	200	LF	\$2.30	\$460.00	\$7.00	\$1,400.00		
34-17.6	SANITARY SEWER SERVICE REACTIVATION (CIPP): Estimated tap count	114	EA	\$103.50	\$11,799.00	\$60.00	\$6,840.00		
34-17.7	EXTENDED TAP CUTTING	10	EA	\$124.20	\$1,242.00	\$54.00	\$540.00		
41-1	TRAFFIC CONTROL	1	LS	\$17,923.23	\$17,923.23	\$24,688.00	\$24,688.00		
45-1	CIPP LABORATORY TESTING	5	EA	\$685.40	\$3,427.00	\$514.00	\$2,570.00		
50-1	MOBILIZATION	1	LS	\$5,974.41	\$5,974.41	\$10,278.00	\$10,278.00		
<b>Total of Add Alt# 2</b>					<b>\$238,976.39</b>	<b>\$164,468.00</b>			
<b>ADD ALT #3</b>									
34-17.1-8	PRE-VIDEO INSPECTION OF 8" DIAMETER SEWER PIPE	4922	LF	\$2.30	\$11,320.60	\$1.00	\$4,922.00		
34-17.4-8	8" DIAMETER CURED-IN-PLACE-PIPE: includes all necessary bypass pumping	4922	LF	\$37.95	\$186,789.90	\$20.00	\$98,440.00		
34-17.5	GRINDING	200	LF	\$2.30	\$460.00	\$7.00	\$1,400.00		
34-17.6	SANITARY SEWER SERVICE REACTIVATION (CIPP): Estimated tap count	142	EA	\$103.50	\$14,697.00	\$60.00	\$8,520.00		
34-17.7	EXTENDED TAP CUTTING	10	EA	\$124.20	\$1,242.00	\$54.00	\$540.00		
41-1	TRAFFIC CONTROL	1	LS	\$18,161.38	\$18,161.38	\$11,859.00	\$11,859.00		
45-1	CIPP LABORATORY TESTING	5	EA	\$685.40	\$3,427.00	\$514.00	\$2,570.00		
50-1	MOBILIZATION	1	LS	\$6,053.79	\$6,053.79	\$10,278.00	\$10,278.00		
<b>Total of Add Alt# 3</b>					<b>\$242,151.67</b>	<b>\$138,529.00</b>			
<b>TOTAL BID AMOUNT: INCLUDES BASE BID ITEMS, TEXTURA FEE, ADD ALT 1, ADD ALT 2, ADD ALT 3</b>						<b>\$4,247,898.00</b>			

**Sum of estimated cost for item numbers 34-17.1-8 through 50-1 (Twenty-six [26]) base bid items and the Textura Fee equals Total Base Bid Amount:**

Three Million, Seven Hundred, Eighty-Five Thousand, Nine Hundred, Sixty-Six Dollars and zero cents

Dollars (\$) \$3,785,966.00

**Add Alt #1:****Sum of estimated cost for Add Alt #1 (bid item numbers 34-17.1-8 through 50-1 (Eight [8] bid items)):**

One Hundred, Fifty-Eight Thousand, Nine Hundred, Thirty-Five Dollars and zero cents

Dollars (\$) \$158,935.00

**Add Alt #2:****Sum of estimated cost for Add Alt #2 (bid item numbers 34-17.1-8 through 50-1 (Eight [8] bid items)):**

One Hundred, Sixty-Four Thousand, Four Hundred, Sixty-Eight Dollars and zero cents

Dollars (\$) \$164,468.00

**Add Alt #3:****Sum of estimated cost for Add Alt #3 (bid item numbers 34-17.1-8 through 50-1 (Eight [8] bid items)):**

One Hundred, Thirty-Eight Thousand, Five Hundred, Twenty-Nine Dollars and zero cents

Dollars (\$) \$138,529.00

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

Travelers Casualty &amp; Surety

The Company of America, a corporation of the State of Connecticut, is hereby offered as Surety on said bond. If such surety is not approved by the Manager, another and satisfactory surety company shall be furnished.

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





## DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)

### 1A - LIST OF PROPOSED SUBCONTRACTORS, SUBCONSULTANTS, AND/OR SUPPLIERS

**City & County of Denver Contract No.:** 202366921

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

Contractor/Consultant		
Name of Firm: Insituform Technologies, LLC <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)		
Firm's Representative: Whitney Schulte, Contracting & Attesting Officer		
Signature:		Date: April 13, 2023
Address: 580 Goddard Avenue		
City: Chesterfield	State: MO	Zip: 63005
Phone: 636-530-8000	Email: WSchulte@Aegion.com	
Total Contract Value \$: \$4,247,898.00		Self-Performing Contract Value \$:

Subcontractors, Subconsultants, and/or Suppliers	
Name of Firm: Traffic Control West <input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Jo-Ann Pacheco	
Phone: 303-688-2469	Email: joann@trafficcontrolwest.com
Type of Service: Traffic Control & Flagging Services	Contract Value \$: \$300,000.00
Anticipated Start Date: September, 2023	Anticipated Completion Date: July, 2024

Name of Firm: American Industrial Supply, Inc. <input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Vinnie LeDoux, VP	
Phone: 303-294-5425	Email: vinnie@aicscolorado.com
Type of Service: Resin Material Supplier	Contract Value \$: \$225,000.00
Anticipated Start Date: October 1, 2023	Anticipated Completion Date: July, 2024

Name of Firm: Velocity (A Cogent Company) <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Ken Musick	
Phone: 833-273-7386 720-256-3031	Email: kmusick@velocityrents.com
Type of Service: Bypass Pumping	Contract Value \$: \$113,529.00
Anticipated Start Date: January, 2024	Anticipated Completion Date: April, 2024

Name of Firm: Industrial Pipe Solutions		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Brett Evans			
Phone: 720-822-3419		Email: Brett @ipspd.com	
Type of Service: CCTV Clean & Video		Contract Value \$: \$130,068.00	
Anticipated Start Date: September, 2023		Anticipated Completion Date: April, 2024	

Name of Firm: Diamond Contracting		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Chris Cole			
Phone: 303-456-7666		Email: chriscole.dcc@gmail.com	
Type of Service: Excavation support		Contract Value \$: \$32,536.00	
Anticipated Start Date: January, 2024		Anticipated Completion Date: April, 2024	

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

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

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

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

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

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

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

Business Address of Bidder: 580 Goddard Avenue

City, State, Zip Code: Chesterfield, MO 63005

Telephone Number of Bidder: 636-530-8000

Fax No. 636-530-8701

Social Security or Federal Employer ID Number of Bidder: 13-3032158

Name and location of the last work of this kind herein contemplated upon which the Bidder was engaged:  
City of Thornton 2022 and 2023 Term CIPP Project

For information relative thereto, please refer to:

Name: Kristin Schwartz 720-977-6208 or kristin.schwartz@thorntonco.gov

Title: P.E. Senior Civil Engineer

Address: City of Thornton, CO 12450 Washington Street, Thornton, CO 80241

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

Addenda Number 1 Date March 23, 2023

Addenda Number \_\_\_\_\_ Date \_\_\_\_\_

Addenda Number \_\_\_\_\_ Date \_\_\_\_\_

Dated this 13 day of April, 2023.



**Signature of Bidder:**

If an Individual: \_\_\_\_\_ N/A \_\_\_\_\_ doing business  
as \_\_\_\_\_.

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

If a Corporation: \_\_\_\_\_ Insituform Technologies, LLC \_\_\_\_\_  
a \_\_\_\_\_ Limited Liability Company \_\_\_\_\_ ~~Corporation~~  
by: Whittney Schulze \_\_\_\_\_, its ~~President~~ Contracting & Attesting Officer

Attest: Clifford Adie  
~~Secretary~~ (Corporate Seal)  
Contracting & Attesting Officer



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

Firm: \_\_\_\_\_ N/A \_\_\_\_\_

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

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

Firm: \_\_\_\_\_

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

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

Firm: \_\_\_\_\_

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

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



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

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

**COMPLETE IF YOU ARE A NON MWBE PRIME:**

The City and County of Denver has specified a 10 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 10.24 % MWBE Participation on the contract.

**COMPLETE IF YOU ARE A MWBE PRIME:**

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

**COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:**

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

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

Bidder/Proposer (Name of Firm): Insituform Technologies, LLC

Firm's Representative: Whitney Schulte

Title: Contracting & Attesting Officer

Signature (Firm's Representative):  Date: April 13, 2023

Address: 580 Goddard Avenue

City: Chesterfield

State: MO

Zip: 63005

Phone: 636-530-8000

Email: WSchulte@Aegion.com

Revised 7/14/2020



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

Contract No.: 202366921

Project Name: 2023 WMD Pipe Rehabilitation, Phase 1

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

Bidder/Proposer (Name of Firm): Insituform Technologies, LLC

Self-Performing:

 Yes  No

Firm's Representative: Whitney Schulte

Title: Contracting &amp; Attesting Officer

Signature (Firm's Representative):

Date: 4/13/2023

Address: 580 Goddard Avenue

City: Chesterfield

State: MO

Zip: 63005

Phone: 636-530-8000

Email: WSchulte@Aegion.com

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

Name of Firm: Traffic Control West, Inc.

 MWBE(v)  SBE(v) EBE(v)  DBE(v)

Firm's Representative: Jo-Ann Pacheco

Title: General Manager

Signature:

Date: 4-10-2023

Address: 1075 Atchison Ct.

City: Castle Rock

State: CO

Zip: 80109

Phone: 303.688.2469 (O)

303.688.1777 (F)

Email: joann@trafficcontrolwest.com

Scope of Work: Construction signs, barricades, flaggers, TCS

NAICS Code(s): 237310,339950,561990

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

\$

\$300,000.00

7.06%

%

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

Name of Firm:

Firm's Representative:

Title:

Signature:

Date:

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

DSBO Version 1 Last Revised: June 5, 2020



October 18, 2021

JoAnn Pacheco  
Traffic Control West, Inc.  
P.O. Box 596  
Castle Rock, CO 80104

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

Dear JoAnn Pacheco,

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO) is pleased to inform you that Traffic Control West, Inc. is certified as a **MWBE**. This notification is pursuant to Division 1 and 3, Article III, V, VII of Chapter 28, the Denver Revised Municipal Code (D.R.M.C. or the Code). Traffic Control West, Inc. will be listed in the City and County of Denver's Certified Vendor Directory.

Your firm is certified with the following certification dates:

**September 9, 2020 to October 31, 2023**

Please be aware that your firm's MWBE certification is valid for three (3) years, but you are required to submit an Annual Update, which will include, but is not limited to an affidavit and business taxes to verify eligibility.

Your firm's certification annual update is due:

**October 31, 2022**

Your expiration date is October 31, 2023 and you will be required to submit a Renewal Application which includes your business taxes, individual taxes, personal financial statement, and complete another on-site review.

Listed below is each NAICS code for which Traffic Control West, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding and proposing on City projects:

**NAICS CODES:**

**NAICS 237310: SIGN ERECTION, HIGHWAY, ROAD, STREET, OR BRIDGE**

**NAICS 339950: SIGNS AND SIGNBOARDS (EXCEPT PAPER, PAPERBOARD) MANUFACTURING**

**NAICS 561990: FLAGGING (I.E., TRAFFIC CONTROL) SERVICES**

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

**Important Information: Keep Your Certification In Good Standing**

During the certification period, if any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately. Additionally, your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. **Failure to report any of these changes may result in removal of your business enterprise from the Certified Vendor Directory, and possible revocation of certification of**

It is your responsibility to keep your certification current; please mark your calendar no less than ninety (90) days prior to **October 31, 2022**. All accompanying documents must be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdbe.com/>). The certification process may take up to 90 days. You will be notified prior to the expiration date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to keep your certification current. **Failure to submit required documentation annually and triennially may result in your certification being revoked.**

Doing Business with the City and County of Denver

Traffic Control West, Inc. is eligible participate as a **Minority/Women Business Enterprise (MWBE)** on City and County of Denver city (locally) funded projects and/or certain privately funded projects on city-owned property for contracts with a **Minority/Women Business Enterprise (MWBE)** program requirement.

It is imperative that you verify each NAICS code for which your business is certified to ensure the NAICS codes you requested and are eligible for were included for your scope of services. It is your responsibility to manage your firm's NAICS codes to ensure you have applied for all applicable codes and they are up to date with your scope of services. This letter showing the following codes is required when bidding and proposing on City projects and will be evaluated for counting participation toward the specified small business contract requirement.

As mentioned, be sure to retain this letter as verification of Minority/Women Business Enterprise (MWBE) certification for future bidding/proposing opportunities with the City. Now that your firm is certified, we encourage you to visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service contracting opportunities and check the Rocky Mountain E-Purchasing System (BidNet) for additional upcoming Construction, Goods & Services contracting opportunities. For additional information related to how your certification works with contracting opportunities with the city please visit <https://www.denvergov.org/Government/Departments/Economic-Development-Opportunity/Do-Business-With-Denver>.

Also, please be aware that some of the communication we send out comes from the Small Business Certification and Contract Management System, please add [denver@mwdbe.com](mailto:denver@mwdbe.com) to your safe sender list. If you have any questions or need further assistance please contact Tammy Trujillo, Certification Supervisor, at (720) 913-1614 or email at [tammy.trujillo@denvergov.org](mailto:tammy.trujillo@denvergov.org).

Sincerely,



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

cc: Atinut Chulajata, Certification Analyst, DSBO  
Tammy Trujillo, Certification Supervisor, DSBO  
Elly Bacon, Assistant Director, DSBO



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

Contract No.: 202366921

Project Name: 2023 WMD Pipe Rehabilitation, Phase 1

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

Bidder/Proposer (Name of Firm): Insituform Technologies, LLC		Self-Performing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Firm's Representative: Whitney Schulte	Title: Contracting & Attesting Officer	
Signature (Firm's Representative):	Date: April 13, 2023	
Address: 580 Goddard Avenue		
City: Chesterfield	State: MO	Zip: 63005
Phone: 636-530-8000	Email: WSchulte@Aegion.com	

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

Name of Firm: American Industrial & Construction Supply, Inc.		<input checked="" type="checkbox"/> MWBE(v) <input type="checkbox"/> SBE(v) <input type="checkbox"/> EBE(v) <input type="checkbox"/> DBE(v)
Firm's Representative: Vinnie LeDoux	Title: Vice President	
Signature:	Date: April 13, 2023	
Address: 975 East 58th Ave., Unit C		
City: Denver	State: CO	Zip: 80216
Phone: 303-292-5425	Email: vinnie@aisccolorado.com	
Scope of Work: Construction Materials		

NAICS Code(s): 423330, 623610, 423710, 423830, 423990, 425120

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

\$	\$135,000.00 = (60% of total \$225,000.00 Contract Amount)	%	3.18%
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**C. Lower Tier Utilization: If the certified firm is not a direct first tier subcontractor, subconsultant, and/or supplier to the Bidder/Proposer, please indicate the name of the firm that is utilizing the certified firm:**

Name of Firm: N/A	Title:
Firm's Representative:	Date:
Signature: N/A	

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

DSBO Version 1 Last Revised: June 5, 2020



August 15, 2022

Veronica LeDoux  
American Industrial & Construction Supply, Inc.  
975 E. 58th Ave., Unit C  
Denver, CO 80216

**SUBJECT: Minority/Women Business Enterprise (MWBE) Certification Approval**

Dear Veronica LeDoux,

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO) is pleased to inform you that American Industrial & Construction Supply, Inc. is certified as a **Minority/Women Business Enterprise (MWBE)**. This notification is pursuant to Division 1 and 3, Article III, V, VII of Chapter 28, the Denver Revised Municipal Code (D.R.M.C. or the Code). American Industrial & Construction Supply, Inc. will be listed in the City and County of Denver's Certified Vendor Directory.

Your firm is certified with the following certification dates:

**September 14, 2020 to September 30, 2023**

Please be aware that your firm's Minority/Women Business Enterprise (MWBE) certification is valid for three (3) years, but you are **required** to submit an **Annual Update**, which will include, but is not limited to an affidavit and business taxes to verify eligibility.

Your firm's certification annual update is due:

**September 30, 2023**

Your expiration date is **September 30, 2023** and you will be required to submit a Renewal Application which includes your business taxes, individual taxes, personal financial statement, and complete another on-site review.

Listed below is each NAICS code for which American Industrial & Construction Supply, Inc. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding and proposing on City projects:

**NAICS CODES:**

**NAICS 423330: ROOFING MATERIALS (EXCEPT WOOD) MERCHANT WHOLESALERS**

**NAICS 423610: CONSTRUCTION MATERIALS, ELECTRICAL, MERCHANT WHOLESALERS**

**NAICS 423710: FASTENERS (E.G., BOLTS, NUTS, RIVETS, SCREWS) MERCHANT WHOLESALERS**

**NAICS 423710: HANDTOOLS (EXCEPT MOTOR VEHICLE MECHANICS', MACHINISTS' PRECISION) MERCHANT WHOLESALERS**

**NAICS 423830: INDUSTRIAL MACHINERY AND EQUIPMENT MERCHANT WHOLESALERS**

**NAICS 423990: OTHER MISCELLANEOUS DURABLE GOODS MERCHANT WHOLESALERS**

**NAICS 425120: DURABLE GOODS AGENTS AND BROKERS, WHOLESALE TRADE**

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

**Important Information: Keep Your Certification In Good Standing**

... firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately. Additionally, your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. **Failure to report any of these changes may result in removal of your business enterprise from the Certified Vendor Directory, and possible revocation of certification of your business enterprise.**

It is your responsibility to keep your certification current; please mark your calendar no less than ninety (90) days prior to **September 30, 2023**. All accompanying documents must be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdbe.com/>). The certification process may take up to 90 days. You will be notified prior to the expiration date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to keep your certification current. **Failure to submit required documentation annually and triennially may result in your certification being revoked.**

### Doing Business with the City and County of Denver

American Industrial & Construction Supply, Inc. is eligible participate as a **Minority/Women Business Enterprise (MWBE)** on City and County of Denver city (locally) funded projects and/or certain privately funded projects on city-owned property for contracts with a **Minority/Women Business Enterprise (MWBE)** program requirement.

It is imperative that you verify each NAICS code for which your business is certified to ensure the NAICS codes you requested and are eligible for were included for your scope of services. It is your responsibility to manage your firm's NAICS codes to ensure you have applied for all applicable codes and they are up to date with your scope of services. This letter showing the following codes is required when bidding and proposing on City projects and will be evaluated for counting participation toward the specified small business contract requirement.

As mentioned, be sure to retain this letter as verification of Minority/Women Business Enterprise (MWBE) certification for future bidding/proposing opportunities with the City. Now that your firm is certified, we encourage you to visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service contracting opportunities and check the Rocky Mountain E-Purchasing System (BidNet) for additional upcoming Construction, Goods & Services contracting opportunities. For additional information related to how your certification works with contracting opportunities with the city please visit <https://www.denvergov.org/Government/Departments/Economic-Development-Opportunity/Do-Business-With-Denver>.

Also, please be aware that some of the communication we send out comes from the Small Business Certification and Contract Management System, please add [denver@mwdbe.com](mailto:denver@mwdbe.com) to your safe sender list. If you have any questions or need further assistance please contact Tammy Trujillo, Certification Supervisor, at (720) 913-1614 or email at [tammy.trujillo@denvergov.org](mailto:tammy.trujillo@denvergov.org).

Sincerely,



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

cc: Jeanette Lopez Clanton, Certification Analyst, Division of Small Business Opportunity  
Tammy Trujillo, Certification Supervisor, Division of Small Business Opportunity  
Elly Bacon, Assistant Director, Division of Small Business Opportunity



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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT Insituform Technologies, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, 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 Amount Bid Dollars, (5% of Amount Bid), 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 April 13, 2023, for the construction of: **Contract No. 202366921 - 2023 WMD Pipe Rehabilitation, Phase 1**, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado, and said Obligee has required as a condition for receiving said bid that the Principal deposit specified bid security in the amount of not less than five percent (5%) of the amount of said bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract, for such construction and furnish required Performance and Payment Bond if the contract is offered him that said sum be paid immediately to the Obligee as liquidated damages, and not as a penalty, for the Principal's failure to perform.

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

Signed, sealed and delivered this 13 day of April, 2023.

ATTEST

  
Secretary

Insituform Technologies, LLC  
580 Goddard Avenue, Chesterfield, MO 63005  
Principal

By: 

Title: Whittney Schulte, Contracting & Attesting Officer

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183  
Surety

By:   
Andrew P. Thome, Attorney-in-Fact

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



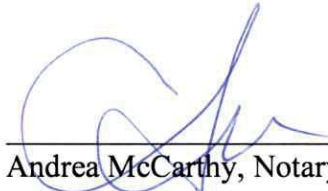
State of **Missouri**  
County of **St. Louis**

On **4/13/2023** before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Andrew P. Thome** known to me to be Attorney-in-Fact of

## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



\_\_\_\_\_  
Andrea McCarthy, Notary Public

ANDREA MCCARTHY Notary Public - Notary Seal STATE OF MISSOURI St. Louis County My Commission Expires: Jul. 30, 2023 Commission # 15636518
--

My Commission Expires: \_\_\_\_\_



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ANDREW P THOME** of **CHESTERFIELD Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

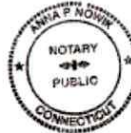
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **13** day of **April**, **2023**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

# Diversity and Inclusiveness\* in City Solicitations Information Request Form

Submission date: **11 April 2023, 10:45AM**

Receipt number: **1790**

Related form version: **6**

## Page 1/2

Business Email Address **WSchulte@Aegion.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 **2023 WMD Pipe Rehabilitation, Phase 1**

Solicitation No. (If Applicable) **Contract No. 202366921**

Name of Your Company **Insituform Technologies, LLC**

What Industry is Your Business? **Construction/Landscape/Maintenance Services**

Street Address **580 Goddard Avenue**

City **Chesterfield**

State **MO**

ZIP Code **63005**

Business Phone Number **636-530-8000**

Business Facsimile Number **636-530-8701**

## Page 2/2

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

1A. How many of your employees are full time? **1,000+**

1B. How many of your employees are part time? **0**

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. **Written EEO and Affirmative Action policies.**  
 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) \*

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? **Monthly**

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) **Written EEO and Affirmative Action policies.**

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 **Whittney Schulte**

Today's Date **4/11/2023**

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



**AEGION**

Stronger. Safer. Infrastructure.™



**Insituform**

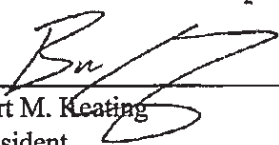
580 Goddard Avenue  
Chesterfield, MO 63005  
Phone: (636) 530-8000  
Fax: (636) 898-5078  
www.aegion.com

**INSITUFORM TECHNOLOGIES, LLC**  
**PRESIDENT APPOINTMENT OF**  
**CONTRACTING AND ATTESTING OFFICERS**

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Janet Hass, Diane Partridge, Whitney Schulte, Ursula Youngblood and Patrizia Sordillo are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: September 30, 2022

  
\_\_\_\_\_  
Burt M. Keating  
President

**CITY AND COUNTY OF DENVER**  
**STATE OF COLORADO**



**DENVER**  
**THE MILE HIGH CITY**

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Bid Documents Package**

**Contract Number: 202366921**

**2023 WMD Pipe Rehabilitation, Phase 1**

**March 3, 2023**



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

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**CITY AND COUNTY OF DENVER**

**NOTICE OF INVITATION FOR BIDS  
FOR CONTRACT NO. 202366921**

**2023 WMD PIPE REHABILITATION, PHASE 1**

**BID SCHEDULE:**

**11:30 a.m., Local Time**

**April 13, 2023**

Bids will be received and accepted via the online electronic bid service, [www.QuestCDN.com](http://www.QuestCDN.com). Bids must be submitted via QuestCDN no later than **April 13, 2023 at 11:30 a.m.** To access the electronic bid form, download the required documents from QuestCDN and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list at QuestCDN for bids to be accepted. Bidders will be charged a fee of \$30.00 to submit a bid electronically. All properly uploaded bids will then be opened, witnessed and read aloud.

**GENERAL STATEMENT OF WORK:**

The purpose of this project is to rehabilitate approximately 69,000 LF of sanitary and storm pipe with diameters ranging from 8" to 30" using trenchless technology. The liner will be installed through existing manholes and shall extend the full length of the original pipe and provide a structurally sound, jointless and water-tight new pipe-within-a-pipe. Work will include pre- and post-cleaning and CCTV, QC testing, reinstatement of services, bypass pumping as necessary, and traffic control. Most of the work will take place in the Lincoln Park and Harvey Park neighborhoods with minor work Citywide.

**ESTIMATED CONSTRUCTION COST:**

The estimated cost of construction for this project is between \$4,000,000.00 and \$4,400,000.00.

**DOCUMENTS AND BID INFORMATION AVAILABLE:**

Contract Documents complete with Technical Specifications and, if applicable, construction drawings will be available on the first day of publication at: [www.work4denver.com](http://www.work4denver.com). To download digital Contract Documents at a cost of \$15.00 per download, reference eBid Document Number #8406302. Contact QuestCDN at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance.

**PRE-BID MEETING:**

A **virtual pre-bid meeting** will be held for this Project at **2:00 p.m.**, local time, on **March 14, 2023**. The teleconference call-in number and conference ID can be found on the project page at [www.work4denver.com](http://www.work4denver.com).

**DEADLINE TO SUBMIT QUESTIONS: March 22, 2023 by 2:00 p.m.** local time.

**PREQUALIFICATION REQUIREMENTS:**

Each bidder must be prequalified in category **1E(2) SEWER REHABILITATION** at or above the **\$6,000,000.00** monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the response due date. Applications must be submitted via [B2Gnow](http://B2Gnow). To view the Rules and information on how to apply, please visit our website at [www.denvergov.org/prequalification](http://www.denvergov.org/prequalification).

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION:**

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

**10% Minority and Women-Owned Business Enterprise (MWBE) Participation**

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

**MISCELLANEOUS:**

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

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

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

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

Publication Dates: March 3, 6, 7, 2023

Published In: The Daily Journal

## **CITY AND COUNTY OF DENVER INSTRUCTIONS TO BIDDERS**

### **IB-1 INSTRUCTION TO BIDDERS**

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

### **IB-2 BIDDING**

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

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

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

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

### **IB-3 CONTRACT DOCUMENTS AS PUBLISHED BY CITY**

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

### **IB-4 COMPLETING AND SIGNING THE BID FORMS**

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

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

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

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

**IB-5 UNACCEPTABLE BIDS**

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

**IB-6 INFORMAL AND UNBALANCED BIDS**

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

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

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

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

**IB-7 ONLY ONE BID ACCEPTED**

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

**IB-8 BID GUARANTEE**

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

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

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

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

#### **IB-9 SITE INSPECTION AND INVESTIGATIONS**

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

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

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

#### **IB-10 INCONSISTENCIES**

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

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

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

#### **IB-11 WITHDRAWAL OF BID**

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

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

**IB-12 WEBSITE**

It shall be conclusively presumed that the bidder has, before submitting any bid, read and shall take full responsibility for all addenda, posted decisions, and other information relevant to the bid posted by the City on the [www.QuestCDN.com](http://www.QuestCDN.com) website.

**IB-13 PRE-BID MEETING**

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

**IB-14 ADDENDA**

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

**IB-15 VIRTUAL BID OPENING**

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

**IB-16 EVALUATION OF BIDS AND BASIS OF BID SELECTION**

Bids will be evaluated after being read out loud on the date and at the time designated in the legal advertisement. All bids will be reviewed for responsiveness to the requirements of the Contract Documents and whether or not the bids contain irregularities which could give any bidder an unfair advantage.

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

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

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

**IB-17 NOTICE TO APPARENT LOW BIDDER**

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

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

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

#### **IB-18 EXECUTION OF CONTRACT**

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

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

#### **IB-19 BONDING REQUIREMENTS**

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



**IB-20 INSURANCE REQUIREMENTS**

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

**IB-21 PERMITS AND LICENSES**

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

**IB-22 [RESERVED]**

**IB-23 PAYMENT OF CITY MINIMUM WAGE**

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

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

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

**IB-24 TAX REQUIREMENTS**

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

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

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

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

#### **IB-25 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](http://www.denvergov.org/content/denvergov/en/executive-orders.html).

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

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

#### **Meeting Established Goal**

1. All MWBEs listed for participation toward meeting the goal must be properly certified by the City on or before the date bids are opened. The MWBE(s) must be certified in the NAICS code(s) that coincide with the scope of work the identified firm will be performing to count towards the participation goal.

DSBO maintains an MWBE Directory (“Directory”), which is a current list of MWBEs certified by the City. A copy of the Directory is located at the DSBO web site at <https://www.denvergov.org/dsbo>. Bidders are encouraged to use the Directory to assist in identifying MWBEs for the work and supplies required for the Project. Bidders are reminded that changes may be made to the Directory at any time in accordance with the City's MWBE Ordinance. Procedures established to administer this program and a current copy of the Directory must always be used in preparing a bid. MWBE certification or listing in the Directory is not a representation or warranty by the City regarding the qualifications of any listed MWBE.

2. If a bidder is participating in a joint venture with a certified MWBE firm, bidders must submit the Joint Venture Agreement to the DSBO **at least ten (10) business days prior to the bid opening**. The Joint Venture must be approved prior to the bid opening by the DSBO. Approval by the DSBO includes determining the amount the Joint Venture will count towards the participation goal.
3. Each bidder shall submit Bid Form pages entitled Commitment to MWBE Participation, 1A- List of Proposed Subcontractors, Subconsultants, and/or Suppliers, and Letter(s) of Intent for all tiers with the bid at the time of bid opening. DSBO will evaluate each bid to determine responsiveness of the bid with regard to MWBE Ordinance requirements. **An MWBE Prime Bidder must submit a Letter of Intent for itself for self-performed work.** The MWBE Letter of Intent evidences the Bidder’s understanding that the Bidder has or will enter into a contractual relationship with the MWBE or that the Bidder’s subcontractor(s), subconsultant(s), and/or supplier(s) will do so. Bidders are urged to carefully review these Letters of Intent before submission to the City to ensure the documents are properly completed and executed by the appropriate parties. **Only the MWBEs identified and the precise levels of participation listed for each, at the time of bid opening, will be considered in determining whether the bidder has met the designated participation goal. Additional, participation submitted after bid opening will not be considered in determining responsiveness.**
  - a. In determining whether a bidder’s committed level of participation meets the stated MWBE goal, DSBO shall base its calculation of applicable dollar amounts and percentages on the total base bid amount. If a bid contains alternates, participation contained in any alternate will not count towards satisfaction of the Participation goal at time of bid opening. However, should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the MWBE goal percentage level submitted at time of bid opening, on the base bid, will also apply to the selected alternates and must be maintained through the remaining term of the contract on the total contract amount, including any alternate work. Therefore, bidders are urged to consider participation in preparing bids for designated alternates.
  - b. In utilizing the MWBE participation of a Supplier the following will count towards satisfaction of the goal:
    - i. If the materials or supplies are obtained from a MWBE manufacturer, count one hundred percent (100%) of the cost of the materials or supplies toward the participation goal.
    - ii. Only sixty percent (60%) of the value of the commercially useful function performed by MWBE Regular Dealers shall count toward satisfaction of the participation goal.
    - iii. Only the bona fide commissions earned by such Manufacturer Representatives or Brokers for its performance of a commercially useful function will count toward meeting the participation goals. The bidder must separate the bona fide brokerage

commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the goal.

- c. Any agreement between a bidder and an MWBE in which the bidder requires that the MWBE not provide subcontracting quotations to other bidders is prohibited and shall render a bidder's bid nonresponsive. D.R.M.C. 28-59(f)

### **Good Faith Effort**

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

### **IB-27 DISCLOSURE OF INFORMATION**

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

### **IB-28 GENERAL BIDDING INFORMATION**

Bidders are instructed to contact the Contract Administrator designated below for this Project for pre-bid, post-bid and general City bidding information. Bidders can also visit [www.work4denver.com](http://www.work4denver.com) for information, both general and project specific. The Contract Administrator assigned to this project is **Michele Foust** who can be reached via email at [doti.procurement@denvergov.org](mailto:doti.procurement@denvergov.org).

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**IB-29 PAYMENT PROCEDURE REQUIREMENTS****Textura® Construction Payment Management System (“Textura”)**

Bidder recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (“Textura”) for this Project to request payment from the City and to pay all first tier subcontractors and suppliers and further record payment to all certified subcontractors or suppliers that are listed for participation towards any assigned program goal. All fees associated with Textura are to be paid by the bidder for billings for work performed. Bidders are required, when preparing a bid, to enter the price of Textura on the line provided for the service on the Bid Worksheet. The fee is all inclusive of all 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.

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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.

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

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

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

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

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

Revised: 10/02/90

EEO-A2

**APPENDIX F**  
**BID CONDITIONS**  
**AFFIRMATIVE ACTION REQUIREMENTS**  
**EQUAL EMPLOYMENT OPPORTUNITY**

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

**NOTICE**

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

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

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

Revised: 10/19/93

EEO-F1

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

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

1. **GOALS AND TIMETABLES:**

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

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

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

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

Revised: 10/02/90

EEO-F2

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

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

2. **SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

Revised: 11/12/82

EEO-F3

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

Revised: 10/19/93

EEO-F4

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

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

Revised: 10/19/93

EEO-F5



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

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

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

3. **NON-DISCRIMINATION:** In no event may a contractor utilize the goals and affirmative action steps required in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex, marital status, national origin, age, mental or physical handicap, political opinion or affiliation.
  
4. **COMPLIANCE AND ENFORCEMENT:** In all cases, the compliance of a contractor will be determined in accordance with its obligations under the terms of these Bid Conditions. All contractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority and female employment and training.

Revised: 10/19/93

EEO-F6

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

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

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

Revised: 09/26/90

EEO-F7

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

B. **Obligations Applicable to Contractors:**

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

Revised: 10/19/93

EEO-F8

C. **General Requirements**

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

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.
2. The contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.

Revised: 04/12/91

EEO-F9

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

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

Revised: 04/12/91

EEO-F10

**CITY AND COUNTY OF DENVER  
CONTRACT NO. 202366921**

**2023 WMD PIPE REHABILITATION, PHASE 1**

**CONTRACT**

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

**INSITUFORM TECHNOLOGIES, LLC  
580 Goddard Ave.  
Chesterfield, MO 63005**

**WITNESSETH**, commencing on **March 3, 2023**, 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><b>CONTRACT NO. 202366921</b></p> <p><b>2023 WMD PIPE REHABILITATION, PHASE 1</b></p>
--

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

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

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

**1. CONTRACT DOCUMENTS**

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

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

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

**2. SCOPE OF WORK**

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

**3. TERMS OF PERFORMANCE**

The Contractor agrees to undertake the performance of the Work under this Contract within ten (10) days after being notified to commence work by issuance of a Notice to Proceed in substantially the form contained herein from the Manager and agrees to fully complete said Work within **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 **Twenty-Six (26) base bid items (34-17.1-8 through 50-1), Eight (8) Add Alternate #1 bid items (34-17.1-8 through 50-1), Eight (8) Add Alternate #2 bid items (34-17.1-8 through 50-1), Eight (8) Add Alternate #3 bid items (34-17.1-8 through 50-1) and the Textura Fee**, the total estimated cost thereof being **Four Million Two Hundred Forty-Seven Thousand Eight Hundred Ninety-Eight Dollars and No Cents (\$4,247,898.00)**. Adjustments to said Contract Amount and payment of amounts due hereunder shall be made in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

**5. NO DISCRIMINATION IN EMPLOYMENT**

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

**6. COMPLIANCE WITH MWBE REQUIREMENTS**

This Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.) referred to in this Contract as the “MWBE Ordinance” any corresponding Rules and Regulations, and any additional requirements contained herein. Without limiting the general applicability of the foregoing, the Contractor/Consultant acknowledges its continuing duty, pursuant to the D.R.M.C., to maintain throughout the duration of this Contract, and compliance with the MWBE commitment of **11.49%**, upon which the City approved the award of this Contract to the Contractor/Consultant. The Contractor/Consultant further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the MWBE Ordinance, any corresponding Rules and Regulations, and any additional requirements contained herein, shall subject the Contractor/Consultant to sanctions in accordance with Section 28-76 of the D.R.M.C. Nothing contained in this provision or in the MWBE Ordinance shall negate the City's right to prior approval of subcontractors, or substitutes therefore, under this Contract.

**7. WAGE RATE REQUIREMENTS**

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

**8. APPLICABILITY OF LAWS**

The Agreement between the Contractor and the City shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by, and interpreted and construed by or in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders, Health Orders and fiscal rules of the City. As such, the Contractor shall at all times comply with the provisions of the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City, and those State of Colorado and Federal Laws, Rules and Regulations, which in any manner limit, control or apply to the actions or operations of the Contractor, any subcontractors, employees, agents or servants of the Contractor engaged in the Work or affecting the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised or amended. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Without limiting the generality of the foregoing, the Contractor shall comply with any and all applicable public emergency or public health orders issued by any federal, state, municipal or local governmental entity, or any department or agency thereof, including the Colorado Department of Public Health & Environment (CDPHE) and the Denver Department of Public Health & Environment (DDPHE).

**9. APPROPRIATION**

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

The issuance of any change order or other form or order or directive by the City which would cause the aggregate payable under the contract to exceed the amount appropriated for the contract is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable work to be performed, which work will cause the aggregate amount available under the Contract to exceed the amount appropriated and



encumbered for this Contract, unless and until such time as the Contractor has been advised in writing by the Manager that a lawful appropriation, sufficient to cover the entire cost of such additional work, has been made.

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

**10. [RESERVED]**

**11. ASSIGNMENT**

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

**12. DISPUTES RESOLUTION PROCESS**

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

**13. CONTRACT BINDING**

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

**14. PARAGRAPH HEADINGS**

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

**15. SEVERABILITY**

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

**16. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**Contract Control Number:** DOTI-202366921-00  
**Contractor Name:** INSITUFORM TECHNOLOGIES, LLC

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-202366921-00  
INSITUFORM TECHNOLOGIES, LLC

By:  \_\_\_\_\_

whittney Schulte  
Name: \_\_\_\_\_  
(please print)

Contracting & Attesting Officer  
Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

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**CITY AND COUNTY OF DENVER**  
**SPECIAL CONTRACT CONDITIONS**

**SC-1 CONSTRUCTION SPECIFICATIONS**

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

City and County of Denver:

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

*Transportation Standards and Details for the Engineering Division*

*City and County of Denver Traffic Standard Drawings*

*Wastewater Capital Projects Management*

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

Colorado Department of Transportation:

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

Federal Highway Administration:

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

Building & Fire Codes:

*Building Code of the City and County of Denver*

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

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

*National Fire Protection Association Standards*

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

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

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

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

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

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

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

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

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

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

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

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

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

**SC-4 DEPUTY MANAGER / CITY ENGINEER**

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

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

**SC-5 PROJECT DELIVERY ADMINISTRATION / CITY ENGINEER**

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

**SC-6 CITY DELEGATION OF AUTHORITY**

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

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

**Department of Transportation and Infrastructure:**

<u>Project Manager</u>	<u>Telephone</u>
Paula Stokes	303.263.4127

**SC-7 PREVAILING WAGES**

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

(.2) Weekly, the Contractor and all of its Subcontractors shall pay all workers, mechanics, and laborers according to the rates and classifications established in the Contract Documents. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future changes in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Except as provided below, in no event shall any increases in prevailing wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the city, and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the city. Notwithstanding the foregoing, the city may determine and may expressly provide in the context of specific agreements that the city will reimburse the contractor at the increased prevailing wage rate(s).

Date bid or proposal issuance was advertised **March 3, 2023**.

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

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

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

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

**SC-8 LIQUIDATED DAMAGES**

Should the Contractor fail to complete all Work within the Contract Time allocated under the Contract Form at Paragraph 3, TERMS OF PERFORMANCE, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of **\$500.00** for each Day that the Contractor exceeds the time limits herein specified, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.

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

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

#### SC-9 SUBCONTRACTS

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

#### SC-10 PAYMENTS TO CONTRACTORS

The application for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (“Textura”) for this Project to request payment from the City and to pay all first tier subcontractors and suppliers and further record payment to all certified subcontractors or suppliers that are listed for participation towards any assigned SMWDBE program goal. Contractor further agrees that, to the fullest extent possible within Textura, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through Textura, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees it will activate any available settings within Textura necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
DOTI	Paula Stokes	303.263.4127

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

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


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

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

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

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### CONTRACTOR'S CERTIFICATION OF PAYMENT (SAMPLE)

 <b>DENVER</b> <small>THE MILE HIGH CITY</small>	<b>City and County of Denver</b>							
	<b>Contractor's/Consultant's Certification of Payment (CCP)</b>							
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							
<b>Totals</b>			\$ -	\$ -	\$ -	\$ -	\$ -	0%
<small>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.</small>								
Prepared By (Signature):						Date:		

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**SC-11 CONTRACT FORMS**

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

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

**SC-12 CONSTRUCTION INSPECTION BY THE CITY**

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

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

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

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

**SC-13 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS**

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., bidders will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site ("DADS") for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal, but the bidder shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission

pursuant to C.R.S. §25-15-101(6), as amended from time to time, and includes construction debris, soil and asbestos. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

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

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

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

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

**SC-16 ATTORNEY'S FEES**

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

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

**SC-17 INSURANCE**

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

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

**(2) Proof of Insurance:** Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all



insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

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

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

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

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

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

**(9) 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-18 GREENPRINT DENVER REQUIREMENTS**

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

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

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

### **SC-19 RESERVED**

### **SC-20 DEFENSE AND INDEMNIFICATION**

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

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

**SC-21 CONSTRUCTION SURVEYS**

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

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

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

**SC-22 PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS**

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**PERFORMANCE AND PAYMENT BOND**

Bond No. 107845629

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned INSITUFORM TECHNOLOGIES, LLC, 580 Goddard Ave., Chesterfield, MO 63005, a corporation organized and existing under and by virtue of the laws of the State of Delaware, hereafter referred to as the "Contractor", and Travelers Casualty and Surety Company of America, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of **Four Million Two Hundred Forty-Seven Thousand Eight Hundred Ninety-Eight Dollars and No Cents (\$4,247,898.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **Contract No. 202366921 - 2023 WMD Pipe Rehabilitation, Phase 1**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 11<sup>th</sup> day of July, 2023.

Insituform Technologies, LLC

Whitney Schulte  
Contractor

Attest:

Christina Selvia  
Secretary

By: Whitney Schulte, Contracting & Attesting Officer

~~President~~

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183

Surety

By: Andrew P. Thome  
Attorney-In-Fact, Andrew P. Thome



(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: Andrew D. [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

State of Missouri  
County of St. Louis

On 06/21/2023, before me, me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

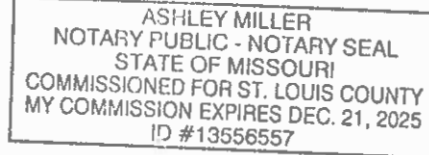
## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Ashley Miller, Notary Public



**My Commission Expires:** \_\_\_\_\_



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**


**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ANDREW P THOME** of **CHESTERFIELD**, Missouri, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

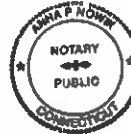
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21** day of **June**, 2023



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Marsh McLennan Agency  
825 Maryville Centre Drive | Suite 200  
Chesterfield | MO 63017  
T +1 314 594 2700  
MarshMMA.com

June 21, 2023

City and County of Denver

Re: Insituform Technologies, LLC  
Project: 2023 WMD Pipe Rehabilitation Phase 1; Contract No. 202366921  
Bond No. 107845629

To Whom it May Concern:

The Performance Bond and Payment Bond covering the above captioned project were executed by this agency through Travelers Casualty and Surety Company of America insurance company.

We hereby authorize the City and County of Denver to date the Performance Bond and Payment Bond to coincide with the date of the contract.

If you should have any questions or concerns, please call me at (314) 594-2700.

Sincerely,  
Marsh & McLennan Agency

A handwritten signature in blue ink, appearing to read 'Andrew P. Thorne', written over the typed name.

Andrew P. Thorne, Attorney-In-Fact  
Travelers Casualty and Surety Company of America



Contract No. 202366921  
23 WMD Pipe Ph 1

BDP-53

March 3, 2023





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2024

6/27/2023

**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).**

<b>PRODUCER</b> Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> <span style="float: right;"><b>FAX (A/C. No):</b></span> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> XL Insurance America, Inc.</td> <td style="text-align: center;">24554</td> </tr> <tr> <td><b>INSURER B:</b> ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td><b>INSURER C:</b> Starr Indemnity &amp; Liability Company</td> <td style="text-align: center;">38318</td> </tr> <tr> <td><b>INSURER D:</b> ACE Fire Underwriters Insurance Company</td> <td style="text-align: center;">20702</td> </tr> <tr> <td><b>INSURER E:</b> Indian Harbor Insurance Company</td> <td style="text-align: center;">36940</td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> XL Insurance America, Inc.	24554	<b>INSURER B:</b> ACE American Insurance Company	22667	<b>INSURER C:</b> Starr Indemnity & Liability Company	38318	<b>INSURER D:</b> ACE Fire Underwriters Insurance Company	20702	<b>INSURER E:</b> Indian Harbor Insurance Company	36940	<b>INSURER F:</b>	
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<b>INSURER F:</b>															
<b>INSURED</b> 1397735 Insituform Technologies, LLC 580 Goddard Avenue Chesterfield MO 63005															

**COVERAGES** INSTE02      **CERTIFICATE NUMBER:** 19670529      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Independt Contractor</b> <input checked="" type="checkbox"/> <b>XCU</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	CGD300084908  BROAD FORM PD/CONTRACTUAL	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H10816166	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	1000095154231	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B D D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLR C53501047 (AOS) SCF C53501163 (WI) (EXCLUDING MONOPOLISTIC)	7/1/2023 7/1/2023	7/1/2024 7/1/2024	<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 E E	<b>CONTRACTORS PROFESSIONAL AND POLLUTION LIABILITY</b>	N	Y	CEO742002411 CEO7421633 (PROF - CLAIMS MADE)	7/1/2023 7/1/2023	7/1/2024 7/1/2024	Each Policy: \$10,000,000 PER CLAIM/AGG \$500,000 SIR each loss

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Insituform Job No. 171154: Contract 202366921: 2023 WMD Pipe Rehabilitation; Phase 1. See Attached.

**CERTIFICATE HOLDER**

**CANCELLATION** See Attachments

19670529 City and County of Denver 201 West Colfax Avenue; Department 614 Denver CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

City and County of Denver, its Elected and Appointed Officials, Employees, and Volunteers are additional insureds under General Liability, Automobile Liability, and Excess Liability on a primary and non-contributory basis where required by written contract executed prior to loss, but only with respect to liability arising out of the Named Insured's operations. Waiver of Subrogation applies under General Liability, Automobile Liability, Workers' Compensation, Excess Liability, and Contractor Pollution Liability if required by written contract, executed prior to loss, and where permissible by law.

POLICY NUMBER: CGD300084908

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT, INCLUDING INDEMNIFICATION AGREEMENTS.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**  
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: CGD300084908

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT, INCLUDING INDEMNIFICATION AGREEMENTS.	VARIOUS AS REQUIRED PER THE WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., 7/1/2023, forms a part of

Policy No. CGD300084908 issued to AEGION CORPORATION

By XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY INSURANCE CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE  
PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER:CGD300084908

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Where required by written contract or agreement executed prior to loss (except where not permitted by law).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., 7/1/2023, forms a part of

Policy No. CGD300084908 issued to AEGION CORPORATION

By XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH THE COMPANY.		30

All other terms and conditions of the Policy remain unchanged.



**AUTOMATIC ADDITIONAL INSURED ENDORSEMENT**

Named insured Aegion Corporation			
Policy Symbol ISA	Policy Number ISA H10816166	Policy Period 7/1/2023 TO 7/1/2024	Effective Date of Endorsement 7/1/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

**SECTION II - LIABILITY COVERAGE, WHO IS AN INSURED** is amended to include as an "insured" any person or organization you are required in a written contract or agreement to name as an Additional Insured on your policy but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by:

1. You, while using a covered "auto" or
2. Any other person, while using a covered "auto" with your permission.

The insurance provided by this endorsement shall be subject to the following additional condition:

1. The Limit of Insurance provided for the Additional insured shall not be greater than those required by contract and, In no event, shall the policy Limits of Insurance be increased by the contract.
2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage (s) provided to the Additional Insured, and such coverage shall not be enlarged or expanded by reason of the contract.
3. Coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the Additional Insured (s) whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.

### NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured Aegion Corporation			Endorsement Number
Policy Symbol ISA	Policy Number ISA H10816166	Policy Period 7/1/2023 TO 7/1/2024	Effective Date of Endorsement 7/1/2023
issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS AUTO COVERAGE FORM**

**MOTOR CARRIER COVERAGE FORM**

**AUTO DEALERS COVERAGE FORM**

Schedule

Organization

Additional Insured Endorsement

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

*(if no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Aegion Corporation			
Policy Symbol ISA	Policy Number ISA H10816166	Policy Period 7/1/2023 TO 7/1/2024	Effective Date of Endorsement 7/1/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This Endorsement modifies insurance provided under the following:**

- BUSINESS AUTO COVERAGE FORM**
- MOTOR CARRIERS COVERAGE FORM**
- AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

**SCHEDULE**

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

**NOTICE TO OTHERS ENDORSEMENT SCHEDULE  
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured Aegion Corporation			
Policy Symbol ISA	Policy Number ISA H10816166	Policy Period 7/1/2023 TO 7/1/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be in addition to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative



# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## Other Insurance – Primary and Noncontributory for Additional Insured

**Policy Number:** 1000095154231      **Effective Date:** 7/1/2023 at 12:01 A.M.  
**Named Insured:** AEGION CORPORATION

This endorsement modifies insurance provided under the following:

### EXCESS LIABILITY POLICY FORM

- A. Sub-paragraph 3. of item I. Other Insurance under SECTION IV. CONDITIONS is replaced with the following:
3. Insurance held by a person(s) or organizations(s) qualifying as an additional insured in "Underlying Insurance", but only when the written contract or agreement between you and the additional insured:
    - a. Requires a specific limit of insurance than is in excess of the Underlying Limits of Insurance;
    - b. Requires that your insurance be primary and not contribute with that of the additional insured; and
    - c. Executed prior to the loss.

In such case as described in sub-paragraph 3. above, we shall not seek contribution from the additional insured's primary or excess insurance for which they are a named insured for amounts payable under this insurance.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

**NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.**

Class



# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Signed for the Company as of the Effective Date above:

  
Steve Blakey, President

  
Nehemiah E. Ginsburg, General Counsel



# Starr Indemnity & Liability Company

EXCESS LIABILITY  
XS 233 (0221)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## Waiver of Subrogation Endorsement

Policy Number: 1000095154231

Effective Date: 7/1/2023 at 12:01 A.M.

Named Insured: Aegion Corporation

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

### EXCESS LIABILITY POLICY

It is hereby agreed that SECTION IV. CONDITIONS, K. Transfer of Rights of Recovery Against Others to Us is amended to include the following:

#### SCHEDULE

Name Of Person(s) Or Organization(s): Where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.



# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## Notice of Cancellation or Nonrenewal to Designated Additional Insured

Policy Number: 1000095154231

Effective Date: 7/1/2023 at 12:01 A.M.

Named Insured: Aegion Corporation

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY FORM

ADDITIONAL ENTITY RECEIVING NOTICE OF CANCELLATION OR NONRENEWAL


NAME:	Where Required By Written Contract
ADDRESS:	Where Required By Written Contract
CANCELLATION:	Number of Days Notice: 30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice: 30

The following is added to the Cancellation Condition, When We Do Not Renew Condition or as amended by an applicable state cancellation/nonrenewal endorsement:

If we cancel or do not renew the Named Insured's policy for any statutorily permitted reason, other than nonpayment of premium, we will mail written notice of such cancellation or nonrenewal to the additional person or organization designated in the Schedule above. The Number of Days Notice indicated in the Schedule above is the minimum number of days we will mail notice to the person or organization designated above before the effective date of such cancellation or nonrenewal

All other terms and conditions of this Policy remain unchanged.

Signed for the Company as of the Effective Date above:

  
Steve Blakey, President

  
Nehemiah E. Ginsburg, General Counsel



**Workers' Compensation and Employers' Liability Policy**

Named Insured AEGION CORPORATION 580 Goddard Ave CHESTERFIELD MO 63005	Endorsement Number
Policy Period <b>7/1/2023</b> TO 7/1/2024	Policy Number Symbol: WLR Number: WLR C53501047 (AOS)
Issued By (Name of Insurance Company) ACE American Insurance Company	Effective Date of Endorsement 7/1/2023
Insert the policy number. The remainder of the information is to be completed only when the endorsement is issued subsequent to the preparation of the policy.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**Schedule**

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(KS.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.




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Authorized Agent

## Workers' Compensation and Employers' Liability Policy

Named Insured AEGION CORPORATION 580 GODDARD AVENUE CHESTERFIELD MO	Endorsement Number
	Policy Number Symbol: WLR Number: WLR C53501047 (AOS)
Policy Period 7/1/2023 TO 7/1/2024	Effective Date of Endorsement 7/1/2023
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE  
NOTICE BY INSURED'S REPRESENTATIVE**

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be in addition to our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

  
Authorized Representative

4. Under Section 1: What We Cover: D. Pollution Loss Coverage only, when the Named Insured is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

Severability M. Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this policy to you, this insurance applies: (a) as if each Named Insured were the only Named Insured; and (b) separately to each Insured against or by whom a Claim is made.

Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one Insured shall not prejudice the interest or coverage of another Insured under this policy.

Sole Agent N. You will act on behalf of all Insured(s) for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section 6: Extended Reporting Period, B. Optional Extended Reporting Period.

Subrogation O. In the event of any payment under this policy, we will be subrogated to

all of the Insured's rights of recovery against any person or organization and the Insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured will do nothing at any time to prejudice our subrogation rights.

Waiver of Subrogation - CPL 7/1/23-24

However, we waive our right(s) of recovery against any person or organization included in the definition of an Insured or against the Insured's Clients, if prior to a Professional Liability Claim, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the Insured.

Under Section 1: What We Cover: D. Pollution Loss Coverage, we waive our right(s) of recovery against any person or organization included in the definition of an Insured or against the Insured's Clients if prior to the Pollution Claim, a waiver of subrogation was required and accepted under a specific contractual undertaking by the

Territory P. Coverage granted under this policy will apply anywhere in the world,



**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 **April 13, 2023**, for work to be done and materials to be furnished in and for:

**CONTRACT 202366921 - 2023 WMD Pipe Rehabilitation, Phase 1**

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

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. 202366921

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/doti](http://www.denvergov.org/doti)

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



**NOTICE TO PROCEED (SAMPLE)**

Current Date

Name  
Company  
Street  
City/State/Zip

**CONTRACT NO. 202366921 - 2023 WMD Pipe Rehabilitation, Phase 1**

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on \_\_\_\_\_ with the work of constructing contract number 202366921, as set forth in detail in the contract documents for the City and County of Denver.

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

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

Sincerely,

By: \_\_\_\_\_  
City Engineer

cc:

**City and County of Denver Department of Transportation & Infrastructure**  
201 West Colfax Avenue, Dept 608 | Denver, CO 80202  
[www.denvergov.org/doti](http://www.denvergov.org/doti)

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



**CERTIFICATE OF CONTRACT RELEASE (SAMPLE)**  
**202366921 - 2023 WMD Pipe Rehabilitation, Phase 1**

Current Date  
Name  
Street Address  
City, State, Zip

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

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

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

\_\_\_\_\_  
Contractor's Signature Date Signed

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

Sincerely,

Contract Administration

**City and County of Denver Department of Transportation & Infrastructure**  
201 West Colfax Avenue, Dept 608 | Denver, CO 80202  
[www.denvergov.org/doti](http://www.denvergov.org/doti)

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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: \_\_\_\_\_



**CITY AND COUNTY OF DENVER**  
**STATE OF COLORADO**



**DENVER**  
**THE MILE HIGH CITY**

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Prevailing Wage Rates**

**Contract Number: 202366921**

**2023 WMD Pipe Rehabilitation, Phase 1**

**March 3, 2023**



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Alex Marvin, Classification and Compensation Analyst Senior  
**DATE:** January 20, 2023  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 6, 2023**, and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20230002  
Superseded General Decision No. CO20220002  
Modification No. 0  
Publication Date: 1/06/2023  
(6 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$17.29 to comply with the city's minimum wage. The effective date is January 1, 2023. See page 8 for reference.**

Office of Human Resources  
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202  
p: 720.913.5751 | f: 720.913.5720  
[www.denvergov.org/humanresources](http://www.denvergov.org/humanresources)

"General Decision Number: CO20230002 01/06/2023

Superseded General Decision Number: CO20220002

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.  . The contractor must pay all covered workers at least \$16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.  . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be

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

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

Modification Number	Publication Date
0	01/06/2023

ASBE0028-001 03/01/2022

	Rates	Fringes
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Asbestos Workers/Insulator  
(Includes application of  
all insulating materials,  
protective coverings,  
coatings and finishings to  
all types of mechanical

systems).....	\$ 32.98	15.47
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BRCO0007-004 01/01/2022

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON AND WELD COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 33.10	10.30
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BRCO0007-006 05/01/2022

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 30.17	12.92
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ELEC0012-004 09/01/2021

PUEBLO COUNTY

	Rates	Fringes
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ELECTRICIAN  
Electrical contract over

\$1,000,000.....	\$ 29.80	13.00+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	13.00+3%

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ELEC0068-001 06/01/2022

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.30	17.87

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ELEC0111-001 09/01/2022

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 23.89	21.25%+7.35
Line Equipment Operator.....	\$ 38.61	21.25%+7.35
Lineman and Welder.....	\$ 53.61	24.25%+7.35

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ELEC0113-002 06/01/2022

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 34.90	17.25

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ELEC0969-002 06/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

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ENGI0009-001 05/01/2021

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 31.37	12.35
Blade: Rough.....	\$ 31.05	12.35
Bulldozer.....	\$ 31.05	12.35
Cranes: 50 tons and under..	\$ 31.70	12.35
Cranes: 51 to 90 tons.....	\$ 31.97	12.35
Cranes: 91 to 140 tons.....	\$ 33.05	12.35
Cranes: 141 tons and over...	\$ 35.17	12.35
Forklift.....	\$ 30.67	12.35

Mechanic.....	\$ 31.20	12.35
Oiler.....	\$ 30.29	12.35
Scraper: Single bowl under 40 cubic yards.....	\$ 31.20	12.35
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 31.37	12.35
Trackhoe.....	\$ 31.20	12.35

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IRON0024-003 12/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.00	24.59
Structural		

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LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

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PLUM0003-005 06/01/2022

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 46.58	19.29

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PLUM0058-002 07/01/2022

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 42.20	16.69

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PLUM0058-008 07/01/2022

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 42.20	16.69

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PLUM0145-002 07/01/2022

## MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.47	14.82

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PLUM0208-004 06/02/2022

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 42.65	16.97

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SHEE0009-002 07/01/2022

	Rates	Fringes
Sheet metal worker.....	\$ 37.17	20.05

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TEAM0455-002 07/01/2022

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 24.71	4.67
Tandem/Semi and Water.....	\$ 25.34	4.67

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SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	

## Carpenters:

Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14 **	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90

## Laborers:

Common.....	\$ 11.22 **	2.92
Flagger.....	\$ 8.91 **	3.80
Landscape.....	\$ 12.56 **	3.21

## Painters:

Brush, Roller & Spray.....	\$ 15.81 **	3.26
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Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37 **	4.41

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



**Office of Human Resources  
Supplemental Rates  
(Specific to the Denver Projects)  
(Supp #74, Revised: 01-01-2023)**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$17.29	\$2.92
Laborer (Flagger)		\$17.29	\$3.80
Laborer (Landscape)		\$17.29	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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

**CITY AND COUNTY OF DENVER**  
**STATE OF COLORADO**



**DENVER**  
**THE MILE HIGH CITY**

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Technical Specifications, Plans/Drawings,  
Addendum 1**

**Contract Number: 202366921**

**2023 WMD Pipe Rehabilitation, Phase 1**

**March 3, 2023**

**PLEASE NOTE: Documents listed above are  
incorporated by reference and filed with the  
Clerk and Recorder. File #: 20230095**

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