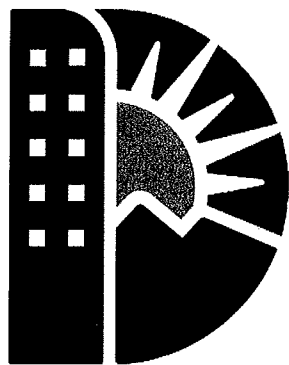


CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER[®]
THE MILE HIGH CITY

DEPARTMENT OF PUBLIC WORKS / WASTEWATER
MANAGEMENT DIVISION

BID DOCUMENTS PACKAGE

Contract No. 201102486

**2011 CITYWIDE CURB, GUTTER & CROSSPAN,
PHASE I**



DENVER
THE MILE HIGH CITY

Department of Public Works
Engineering Division

Capital Projects Management – Dept. 506
Right-of-Way Services – Dept. 507
Policy and Planning – Dept. 509
Traffic Engineering Services – Dept. 508

201 West Colfax Avenue
Denver, CO 80202
www.Work4Denver.com

NOTICE OF APPARENT LOW BIDDER

Fasick Concrete, Inc.
5835 W. 6th Ave. #4PD
Lakewood, CO 80214

The MANAGER OF PUBLIC WORKS has considered the Bids submitted on **October 7, 2011**, for work to be done and materials to be furnished in and for:

CONTRACT NO 201102486 - 2011 CITYWIDE CURB, GUTTER & CROSSPAN 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: **202-00033 through 630-00003 (35 [Thirty- Five]) total bid items the total estimated cost thereof being: One Million Two Hundred Eighty Two Thousand Three Hundred Thirty Two Dollars and No Cents(\$1,282,332.00).** It will be necessary for you to appear forthwith at the office of the Department of Public Works, Contract Administration, 201 W. Colfax Ave., Dept 614, Denver, Colorado 80202, to receive the said Contract Documents, execute the same and return them to the Department of Public Works, Contract Administration within the time limit set forth in the Bid Proposal.

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;
- b. One original plus two copies of the Power of Attorney relative to Performance and/or Payment Bond; and,

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 Public Works, and each contract requiring payment by the City of one-half million dollars (\$500,000.00) or more shall first be approved by the City Council acting by ordinance and in accordance with Section B1.12.2 of the Charter of the City and County of Denver.

Prior to issuance of Notice to Proceed, all Equal Opportunity requirements must be completed. Additional information may be obtained by contacting the Director of Contract Compliance at (720-913-1700).

NOTICE OF APPARENT LOW BIDDER

PROJECT NO. 2011024886

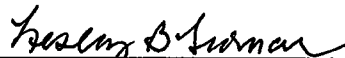
Page 2

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

Dated at Denver, Colorado this 17th day of Oct 2011.

CITY AND COUNTY OF DENVER

By



George Delaney

Manager of Public Works

GD/joa

cc: H. Woods (CAO), Gallagher (AUD), Schellinger (Treasury/Tax Compliance), DSBO Inbox, Rick Zimmat, Merritt (PW-Aud), File.

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Wastewater Management Division**

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BID FORM AND SUBMITTAL PACKAGE**

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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. Designated forms must be completed and turned in at the time of Bid Opening. Bidders should refer to the Contract Documents, particularly the Instructions to Bidders, accompanying this package, in completing these forms.

FORM/ PAGE NO.	COMMENTS	COMPLETE
BF-4 – BF-5	a.) Acknowledgment signature and attestation required.	<input type="checkbox"/>
BF-6+	a.) Fill in individual bid item dollars and totals in Numerical figures only	<input type="checkbox"/>
	b.) Complete all blanks	<input type="checkbox"/>
BF-7	a.) Write out bid total or bid totals in words and figures in the blank form space(s) provided	<input type="checkbox"/>
BF-8	a.) List all subcontractors who are performing work on this project	<input type="checkbox"/>
BF-9 – BF-10	a.) Fully complete List of Proposed Minority /Woman Business Enterprise Bidders, Subcontractors, Suppliers, Manufacturers, or Brokers – check appropriate boxes.	<input type="checkbox"/>
BF-11	a.) Complete all blanks	<input type="checkbox"/>
	b.) If Addenda have been issued, complete bottom section.	<input type="checkbox"/>
BF-12	a.) Complete appropriate sections - signature(s) required.	<input type="checkbox"/>
	b.) If corporation, then corporate seal required.	<input type="checkbox"/>
BF-13	a.) Fully complete Commitment to M/WBE, DBE or SBE Participation	<input type="checkbox"/>
BF-16	a.) If applicable, fully complete Joint Venture Affidavit	<input type="checkbox"/>
BF-17 – BF-19	a.) If applicable, fully complete Joint Venture Eligibility Form	<input type="checkbox"/>

BF-20	a.) Fill in all Bid Bond blanks b.) Signatures required c.) Corporate Seal if required d.) Dated e.) Attach Surety Agents Power of Attorney or Certified or cashier's check made out to the Manager of Revenue referencing Bidder's Company and CE Number.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
BF-21-BF-23	a.) Per form Instructions, fully complete and sign the Bidder/Contractor/Vendor/Proposer Disclosure form as required by IB-24. Ensure form is complete and signed.	<input type="checkbox"/>

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Wastewater Management Division**

BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

CONTRACT NO. 201102486

2011 CITYWIDE CURB, GUTTER & CROSSPAN, PHASE I

BIDDER: Fasick Concrete, Inc.

ADDRESS: 5835 W. 6th Ave #4PD
Lakewood, CO 80214

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. 201102486, 2011 CITYWIDE CURB, GUTTER & CROSSPAN, PHASE I, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated September 12, 2011.

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 Public Works 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/Woman Owned Business Enterprise(s)
- Commitment to Minority/Woman Owned Business Enterprise Participation
- Minority/Woman Owned Business Enterprise(s) of Intent
- Joint Venture Affidavit (if applicable)
- Joint Venture Eligibility Form (if applicable)
- Bid Bond
- Bidder / Contractor / Vendor / Proposer Disclosure Form
- 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 Lien Release Form
Final 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: Fasick Concrete, Inc.

By: Harold A Fasick III

Title: President

ATTEST:

By: Alan Ruettel

[SEAL]

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Wastewater Management Division**

BID FORM

**CONTRACT NO. 201102486
2011 CITYWIDE CURB, GUTTER & CROSSPAN, PHASE I**

BIDDER Fasick Concrete, Inc

TO: The Manager of Public Works
City and County of Denver
c/o Contract Administration
201 West Colfax, Dept. 614
Denver, Colorado 80202

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on **September 12, 2011**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **CONTRACT NO. 201102486, 2011 CITYWIDE CURB, GUTTER & CROSSPAN, PHASE I**, 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 M/WBE 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 Lien Release Form*
- Final Receipt*
- Change Orders (as applicable)*
- Federal Requirements (as applicable)*
- Prevailing Wage Rate Schedule(s)*
- Technical Specifications*
- Contract Drawing*
- Accepted Shop Drawings*
- Certificate of Insurance*

Item No.	Description and Price	Estimated Quantity	Estimated Cost
202-00033	Removal of Siphon at the unit price of \$ <u>500⁰⁰</u> per EACH.	14 ea	\$ <u>7,000⁰⁰</u>
202-00200	Removal of Sidewalk at the unit price of \$ <u>5.90</u> per SQUARE YARD.	1,200 sy	\$ <u>7,080⁰⁰</u>
202-00201	Removal of Curbhead at the unit price of \$ <u>3.00</u> per LINEAR FOOT.	900 lf	\$ <u>2,700⁰⁰</u>
202-00203	Removal of Curb & Gutter at the unit price of \$ <u>2.50</u> per LINEAR FOOT.	7,000 lf	\$ <u>17,500⁰⁰</u>
202-00204	Removal of Combination Curb, Gutter & Walk at the unit price of \$ <u>3.00</u> per LINEAR FOOT.	15,000 lf	\$ <u>45,000⁰⁰</u>
202-00210	Removal of Concrete Pavement at the unit price of \$ <u>8.50</u> per SQUARE YARD.	77 sy	\$ <u>654.50</u>
202-00219	Removal of Asphalt Mat (Planing or Milling) at the unit price of \$ <u>1.00</u> per SQUARE YARD.	8,000 sy	\$ <u>8,000⁰⁰</u>
202-00220	Removal of Asphalt Mat at the unit price of \$ <u>2.50</u> per SQUARE YARD.	18,000 sy	\$ <u>45,000⁰⁰</u>
203-00100	Muck Excavation at the unit price of \$ <u>10.00</u> per CUBIC YARD.	1,000 cy	\$ <u>10,000⁰⁰</u>
208-00050	Storm Drainage Inlet Protection at the unit price of \$ <u>50.00</u> per EACH.	150 ea	\$ <u>7,500⁰⁰</u>
210-00810	Reset Ground Sign at the unit price of \$ <u>25.00</u> per EACH.	51 ea	\$ <u>1,275.00</u>
210-04010	Adjust Manhole/Meter/Valve at the unit price of \$ <u>75.00</u> per EACH.	46 ea	\$ <u>3,450⁰⁰</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
210-04020	Reset Inlet Grate, Frame & Adjustable Curb Box (New Casting) at the unit price of \$ <u>500.00</u> per EACH.	50 ea	\$ <u>25,000.00</u>
212-00050	Sodding at the unit price of \$ <u>1.00</u> per SQUARE FOOT.	3,000 sf	\$ <u>3,000.00</u>
212-01200	Restore Landscaping at the unit price of \$ <u>4.00</u> per SQUARE FOOT.	4,000 sf	\$ <u>16,000.00</u>
304-06000	Aggregate Base Course at the unit price of \$ <u>14.00</u> per TON.	3,250 tn	\$ <u>45,500.00</u>
403-00720	HBP Patch at the unit price of \$ <u>68.00</u> per TON.	3,100 tn	\$ <u>210,800.00</u>
412-00600	6" Concrete Pavement at the unit price of \$ <u>34.00</u> per SQUARE YARD.	2,600 sy	\$ <u>88,400.00</u>
412-00800	8" Concrete Pavement at the unit price of \$ <u>41.00</u> per SQUARE YARD.	2,300 sy	\$ <u>94,300.00</u>
608-00000	Concrete Sidewalk at the unit price of \$ <u>31.00</u> per SQUARE YARD.	1,100 sy	\$ <u>34,100.00</u>
608-00010	Concrete Curb Ramp at the unit price of \$ <u>58.00</u> per SQUARE YARD.	2,000 sy	\$ <u>116,000.00</u>
609-20000	Concrete Gutter Overlay at the unit price of \$ <u>5.00</u> per LINEAR FOOT.	10,500 lf	\$ <u>52,500.00</u>
609-20100	Variable Height Curb Head W/Reinforcement at the unit price of \$ <u>14.00</u> per LINEAR FOOT.	400 lf	\$ <u>5,600.00</u>
609-21020	Curb & Gutter Type II, Section 2B at the unit price of \$ <u>12.00</u> per LINEAR FOOT.	14,250 lf	\$ <u>171,000.00</u>
609-21023	Curb & Gutter Type IIB (9") Curbhead at the unit price of \$ <u>13.75</u> per LINEAR FOOT.	230 lf	\$ <u>3,162.50</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
609-22021	Combination Curb, Gutter & Sidewalk (2'-8") at the unit price of \$ <u>22.00</u> per LINEAR FOOT.	2,000 lf	\$ <u>44,000⁰⁰</u>
609-22025	Combination Curb, Gutter & Sidewalk (3'-11") at the unit price of \$ <u>25.00</u> per LINEAR FOOT.	5,700 lf	\$ <u>142,500⁰⁰</u>
613-07000	Reset Pull Box at the unit price of \$ <u>10.00</u> per EACH.	400 ea	\$ <u>4,000⁰⁰</u>
614-72875	Loop Detector Wire at the unit price of \$ <u>7.00</u> per LINEAR FOOT.	400 lf	\$ <u>2,800⁰⁰</u>
623-00204	Sprinkler System-Adjust Sprinkler Head at the unit price of \$ <u>53.00</u> per EACH.	150 ea	\$ <u>7,950⁰⁰</u>
623-00204	Sprinkler System-New Sprinkler Head at the unit price of \$ <u>60.00</u> per EACH.	440 ea	\$ <u>26,400⁰⁰</u>
623-00505	Sprinkler System-Irrigation Reconstruction at the unit price of \$ <u>6.50</u> per LINEAR FOOT.	440 lf	\$ <u>2,860⁰⁰</u>
630-00000	Traffic Control - Arterial at the unit price of \$ <u>290.00</u> per DAY.	50 day	\$ <u>14,500⁰⁰</u>
630-00002	Traffic Control - Local/Collector at the unit price of \$ <u>100.00</u> per DAY.	150 day	\$ <u>15,000⁰⁰</u>
630-00003	Uniformed Traffic Control at the unit price of \$ <u>30.00</u> per HOUR.	60 hr	\$ <u>1,800⁰⁰</u>

Total Bid Amount of:

One Million Two Hundred Eighty Two Thousand Three ^{H.P.}
Hundred Thirty Two Dollars and ~~Sixty Cents~~ zero cents
Dollars (\$ 1,282,332.^{H.P.}00)

[Total bid amount equals the sum of each estimated cost for item numbers 202-00033 through 630-00003 (35 [Thirty-Five]) total bid items]

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

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

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

Name: N/A - NONE Name: _____

Address: _____ Address: _____

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

N/A - NONE

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

Item of Work	Percent (%) of Total Work	Proposed Subcontractor and Address
403-00720	5.1%	Loya Construction, Inc. 981 E 70th Ave #F Denver, CO 80229

(Copy this page if additional room is required.)



Office of Economic Development
Division of Small Business Opportunity
Compliance Unit

201 West Colfax Avenue, Dept. 907
Denver, CO 80202
Phone: 720.913.1999

Fax: 720.913.1803

**List of Proposed Minority/Woman Business Enterprise
Bidders, Subcontractors, Suppliers (Manufacturers) or Brokers**

City and County of Denver Contract No.: 201102486

The undersigned Bidder proposes to utilize the following Minority or Woman Business Enterprise (MBE/WBE) for the project. All listed firms are **CURRENTLY** certified by the City and County of Denver. Only the level of MBE or WBE participation listed at the bid opening will count toward satisfaction of the project goal. Only bona fide commissions may be counted for Brokers. MBE or WBE prime bidders must detail their bid information below. Please copy and attach this page to list additional MBEs or WBEs for this project.

Prime Bidder

Business Name: Fasick Concrete, Inc.

Address: 9835 W 6th Ave #40D Lakewood, Co 80214

Contact Person: Alan Kuettel

Type of Service: Concrete flatwork

Dollar Amount: \$: 1,217,052.00

Percent of Project: 94.9%

MBE or WBE Prime Bidder

Business Name:

Address:

Contact Person:

Type of Service:

Dollar Amount: \$:

Percent of Project:

Subcontractors, Suppliers Manufacturers or Brokers (check one box)

Subcontractor

Supplier

Manufacturer

Broker

Business Name: Loya Construction, Inc.

Address: 981 E 70th Ave #F Denver, Co 80229

Type of Service: Hot Bituminous Asphalt Paving (HBP Patch)

Contact Person: Liborio Loya

Dollar Amount: \$: 65,230.00

Percent of Project: 5.1%

Subcontractor

Supplier

Manufacturer

Broker

Business Name:

Address:

Type of Service:

Contact Person:

Dollar Amount: \$:

Percent of Project:

Subcontractor

Supplier

Manufacturer

Broker

Business Name:

Address:

Type of Service:

Contact Person:

Dollar Amount: \$:

Percent of Project:

Subcontractors, Suppliers Manufacturers or Brokers (check one box)

<input checked="" type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)
Business Name:			
Address:		Type of Service:	
Contact Person:		Dollar Amount: \$:	Percent of Project:
<input checked="" type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)
Business Name:			
Address:		Type of Service:	
Contact Person:		Dollar Amount: \$:	Percent of Project:
<input checked="" type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)
Business Name:			
Address:		Type of Service:	
Contact Person:		Dollar Amount: \$:	Percent of Project:
<input checked="" type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)
Business Name:			
Address:		Type of Service:	
Contact Person:		Dollar Amount: \$:	Percent of Project:
<input checked="" type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)
Business Name:			
Address:		Type of Service:	
Contact Person:		Dollar Amount: \$:	Percent of Project:
<input checked="" type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)
Business Name:			
Address:		Type of Service:	
Contact Person:		Dollar Amount: \$:	Percent of Project:
<input checked="" type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)
Business Name:			
Address:		Type of Service:	
Contact Person:		Dollar Amount: \$:	Percent of Project:

Bid Form & Submittal Package, Participation Page 1/07-dm

The undersigned Bidder hereby certifies that the aforementioned subcontractors and suppliers have full knowledge that their names have been offered as subcontractors and suppliers for the work, and the Bidder further certifies that the dollar amount of work to be performed by the aforementioned M/WBE(s) was furnished to the Bidder prior to the bid opening. The undersigned Bidder agrees that after the bid opening, it shall submit to the City an executed and completed W/MBE "Letter of Intent" in three working days (3) on each of its M/WBE subcontractors. The "Letter of Intent" form is contained in the Contract Documents.

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: 5835 W. 6th Ave # 4PD

City, State, Zip Code: Lakewood, CO 80214

Telephone Number of Bidder: 303 419 4333 Fax No. 303 722 6454

Social Security or Federal Employer ID Number of Bidder: 84-0839169

Name and location of the last work of this kind herein contemplated upon which the Bidder was engaged: CE10015 2011 Citywide Curb, Gutter and Crossspan PH 2

For information relative thereto, please refer to:

Name: Rick Zimmat

Title: Project Manager

Address: 2000 W 3rd Ave

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

Addenda Number 1 Date 9-14-11

Addenda Number _____ Date _____

Addenda Number _____ Date _____

Dated this 7th day of October, 2011.

Signature of Bidder:

If an Individual: _____ doing business
as _____

If a Partnership: _____
by: _____ General Partner.

If a Corporation: Fasick Concrete, Inc.
a Colorado Corporation,
by: [Signature], its President.
Harold K Fasick III

Attest:

[Signature]
Secretary Alan Kuettel (Corporate Seal)

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

Firm: _____

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

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

Firm: _____

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

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

Firm: _____

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

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



**Commitment to
Minority and Women Business Enterprise
Participation**

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
Colfax Avenue, Dept. 907
Denver, CO 80202
Phone: 720-913-1999
Fax: 720-913-1803

The undersigned has satisfied the MBE and/or WBE participant requirements in the following manner (Please check the appropriate box):

The Bidder is committed to a minimum of 5.1 % MBE and/or WBE utilization on the project, and will submit Letters of Intent for each MBE or WBE listed in the Bid Forms, within three (3) working days after the bid opening.

The Bidder is unable to meet the project goal of _____% MBE/WBE, but is committed to a minimum of _____% MBE/WBE utilization on the project. The Bidder understands that they must submit a detailed statement of their good faith efforts, which occurred prior to the bid opening, to meet the project goal, and must submit Letters of Intent for each MBE or WBE listed in the Bid Forms, within three (3) working days after the bid opening.

Bidder (Name of Firm): Fasick Concrete, Inc.

Firm's Representative (Please print): Alan Kuettel

Signature (Firm's Representative):

Title: Vice President

Address: 5835 W 6th Ave #4PD

City: Lakewood State: CO Zip: 80214

Phone: 303 419 4333 Fax: 303 722 6454



DENVER
THE MILE HIGH CITY

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 West Colfax Ave., Dept. 907
Denver, CO 80202
Phone: 720-913-1999 Fax: 720-913-1803

LETTER OF INTENT (LOI)

INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org, **OR**
- Fax: 720-913-1803, **OR**
- Hand-Delivery: Office Economic Dev. 7th Fl., "DSBO Inbox"

Contract No.:

Project Name:

**A. The Following Section Is To Be Completed by the Bidder/Consultant
This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE or DBE**

Name of Bidder/Consultant:		Phone:	
Contact Person:	Email:	Fax:	
Address:	City:	State:	Zip:

**B. The Following Section is To Be Completed by the M/WBE, SBE or DBE, at any Tier
This Letter of Intent Must be Signed by the M/WBE, SBE or DBE and Bidder/Consultant**

Name of Certified Firm:		Phone:	
Contact Person:	Email:	Fax:	
Address:	City:	State:	Zip:

Please check the designation which applies to the certified firm.	<input type="checkbox"/> MBE/WBE (√)	<input type="checkbox"/> SBE (√)	<input type="checkbox"/> DBE (√)
---	--------------------------------------	----------------------------------	----------------------------------

Indirect Utilization: If this M/WBE, SBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/ Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:

A Copy of the M/WBE, SBE or DBE Letter of Certification must be Attached

Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. On unit price bids only, identify which bid line items the M/WBE/SBE/DBEs scope of work or supply corresponds to.

<input type="checkbox"/> Subcontractor/Subconsultant (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Broker (√)
--	---------------------------------------	-------------------------------------

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

\$	%
----	---

Consultant intends to utilize the aforementioned M/WBE, SBE or DBE for the Work/Supply described above. The percentage of the work of the total subcontractor M/WBE, SBE or DBE will perform is:

If the fee amount of the work to be performed is requested, the fee amount, is:	\$	%
---	----	---

Bidder/Consultant's Signature:	Date:
--------------------------------	-------

Title:

M/WBE, SBE or DBE Firm's Signature:	Date:
-------------------------------------	-------

Title:

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

Letter of Intent (LOI) Checklist

*All lines must be completed or marked N/A for Not Applicable
Submit the attached completed checklist with this letter.*

Completed ✓	
<input type="checkbox"/>	Project Number & Project Name
<input type="checkbox"/>	Section A: Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email
<input type="checkbox"/>	Section B: Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email
<input type="checkbox"/>	Designation checked for MBE/WBE, SBE or DBE
<input type="checkbox"/>	Indirect Utilization: Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 nd tier subcontractor/subconsultant, supplier or broker.
<input type="checkbox"/>	Scope of work performed or item supplied by M/WBE, SBE or DBE
<input type="checkbox"/>	Line items performed, if line-item bid.
<input type="checkbox"/>	Copy of M/WBE, SBE or DBE Letter of Certification Attached
<input type="checkbox"/>	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
	If project is a hard bid...
<input type="checkbox"/>	Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
<input type="checkbox"/>	Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
	If project is an RFP/RFQ...
<input type="checkbox"/>	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.
<input type="checkbox"/>	Fee amount if fee amount of work to be performed is requested.
<input type="checkbox"/>	Bidder/Consultant's Signature, Title & Date
<input type="checkbox"/>	M/WBE, SBE or DBE Firm's Signature, Title and Date

Select One ✓	SUBMITTED VIA... (Bidder/Consultant is strongly urged to deliver the LOI via one of the methods below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/>	Email to DSBO@denvergov.org
<input type="checkbox"/>	Fax to 720-913-1803
<input type="checkbox"/>	Hand Delivery to Office of Economic Development, 7 th Floor, "DSBO Inbox"

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.

N/A



Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 West Colfax Avenue, Dept. 907
Denver, CO 80202
Phone: 720-913-1999
Fax: 720-913-1803

Joint Venture Affidavit

"The Undersigned swears that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the Undersigned covenant and agree to provide the City current, complete, and accurate information regarding actual joint venture work and the payment thereof and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records, and files of the joint venture, by authorized representatives of the City or Federal funding agency, if applicable. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initialing action under Federal or State laws concerning false statements".

Name of Firm:	
Print Name:	Title
Signature:	Date:

Notary Public

County of	State of	My Commission Expires:
Subscribed and sworn before me this		
_____ day of _____, 20_____		
Notary Signature: _____		
Address: _____		

Name of Firm:	
Print Name:	Title
Signature:	Date:

Notary Public

County of	State of	My Commission Expires:
Subscribed and sworn before me this		
_____ day of _____, 20_____		
Notary Signature: _____		
Address: _____		

Name of Firm:	
Print Name:	Title
Signature:	Date:

Notary Public

County of	State of	My Commission Expires:
Subscribed and sworn before me this		
_____ day of _____, 20_____		
Notary Signature: _____		
Address: _____		

N / A



DENVER
THE MILE HIGH CITY

JOINT VENTURE ELIGIBILITY FORM

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 West Colfax Ave. Dept. 907
Denver, CO 80202
Phone: (720) 913-1999
Fax: (720) 913-1803

Joint Venture means an association of two (2) or more business enterprises to constitute a single business enterprise to perform a City construction or professional design and construction services contract for which purpose they combine their property, capital, efforts, skills and knowledge, and in which each joint venturer is responsible for a distinct, clearly defined portion of the work of the contract, performs a commercially useful function, and whose share in the capital contribution, control, management responsibilities, risks and profits of the joint venture are equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the joint venturers and their relationship and responsibility to the contract.

The Division of Small Business Opportunity (DSBO) requires the following information be provided from participants of a prospective joint venture, to assist DSBO in evaluating the proposed joint venture. This Joint Venture Eligibility form and the Joint Venture Affidavit apply if SBEs, MBEs, WBEs or DBEs participate in this joint venture.

Please return this form, the Joint Venture Affidavit and a copy of your Joint Venture Agreement to: Division of Small Business Opportunity, 201 West Colfax Avenue, Denver, CO 80202, at least five (5) days prior to bid opening or proposal.

If you have questions regarding this process, please contact DSBO at 720-913-1999.

Joint Venture Information

Name:		Contact Person:	
Address:			
City:	State:	Zip:	Phone:

Joint Venture Participants

Name:		Contact Person:	
Address			
City	State:	Zip:	Phone:
% Ownership:	Certifying Entity:	Type Certification & Date: (S/M/W or DBE)	
Type of Work for which Certification was granted:			

Name:		Contact Person:	
Address			
City	State:	Zip:	Phone:
% Ownership:	Certifying Entity:	Type Certification & Date: (S/M/W or DBE)	
Type of Work for which Certification was granted:			

General Information

SBE/MBE/WBE/DBE Initial Capital Contributions: \$	%
Future capital contributions (explain requirements) (attach additional sheets if necessary):	
Source of Funds for the SBE/MBE/WBE/DBE Capital Contributions:	
Describe the portion of the work or elements of the business controlled by the SBE/MBE/WBE or DBE (attach additional sheets if necessary):	
Describe the portion of the work or elements of the business controlled by non-SBE/MBE/WBE or DBE: (attach additional sheets if necessary)	

N/A

JOINT VENTURE ELIGIBILITY FORM

General Information

Describe the SBE/MBE/WBE or DBE's involvement in the overall management of the joint venture (e.g., participation on a management committee or managing board voting rights, etc.) (attach additional sheets if necessary)

Describe the SBE/MBE/WBE or DBE's share in the profits of the joint venture:

Describe the SBE/MBE/WBE or DBE's share in the risks of the joint venture:

Describe there roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):

a. SBE/MBE/WBE or DBE joint venture participant:

b. Non- SBE/MBE/WBE or DBE joint venture participant:

Describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary):

a. SBE/MBE/WBE or DBE joint venture participant:

b. Non- SBE/MBE/WBE or DBE joint venture participant:

Which firm will be responsible for accounting functions relative to the joint venture's business?

Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties?

Please provide information relating to the approximate **number** of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the SMWBE, non-SMWBE or joint venture:

	Non- SBE/MBE/WBE/DBE	SBE/MBE/WBE/DBE	Joint Venture
Management			
Administrative			
Support			
Hourly Employees			

N/A

JOINT VENTURE ELIGIBILITY FORM

General Information

Please provide the name of the person who will be responsible for hiring employees for the joint venture.

Who will they be employed by?

Are any of the proposed joint venture employees currently employees of any of the joint venture partners?

Yes
(✓)

No
(✓)

If yes, please list the number and positions and indicate which firm currently employs the individual(s), (use additional sheets if necessary)

Number of employees	Position	Employed By

Attached a copy of the proposed joint venture agreement, promissory note or loan agreement (if applicable), and any and all written agreements between the joint venture partners.

List all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved.

If there are any significant changes in or pertaining to this submittal, the joint venture members must immediately notify the Division of Small Business Opportunity.

COMP-FRM-015

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. 201102486

PROJECT NAME:

2011CITYWIDE CURB, GUTTER & CROSSPAN, PH I

ADDENDUM NO. 1 TO CONTRACT DOCUMENTS

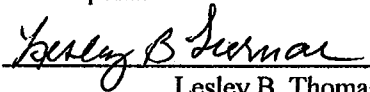
Bidders are hereby instructed that the drawings, specifications, and other contract documents are modified, corrected, supplemented and/or superseded for the above mentioned project as hereinafter described in the following attachments:

BID FORM PACKAGE

BID DOCUMENT PACKAGE

- Prequalification Requirements:
Each bidder must be prequalified as a 5b Concrete contractor in the \$3,000,000.00 monetary level...


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


Lesley B. Thomas
City Engineer

9.14.11

Date

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

Fasick Concrete, Inc.

Contractor

ADDENDUM NO. 1

DATE: 10-7-11

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Wastewater Management Division

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Index to Technical Specifications	1 page
Technical Specifications	31 pages
Contract Drawings	



**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Engineering Division**

**CONTRACT NO. 201102486
2011 CITYWIDE CURB, GUTTER & CROSSPAN, PHI**

STATEMENT OF QUANTITIES

Item No.	Description	Estimated Quantity
202-00033	Removal of Siphon	14 ea
202-00200	Removal of Sidewalk	1,200 sy
202-00201	Removal of Curbhead	900 lf
202-00203	Removal of Curb & Gutter	7,000 lf
202-00204	Removal of Combination Curb, Gutter & Walk	15,000 lf
202-00210	Removal of Concrete Pavement	77 sy
202-00219	Removal of Asphalt Mat (Planing or Milling)	8,000 sy
202-00220	Removal of Asphalt Mat	18,000 sy
203-00100	Muck Excavation	1,000 cy
208-00050	Storm Drainage Inlet Protection	150 ea
210-00810	Reset Ground Sign	51 ea
210-04010	Adjust Manhole/Meter/Valve	46 ea
210-04020	Reset Inlet Grate, Frame & Adjustable Curb Box (New Casting)	50 ea
212-00050	Sodding	3,000 sf
212-01200	Restore Landscaping	4,000 sf
304-06000	Aggregate Base Course	3,250 tn
403-00720	HBP Patch	3,100 tn
412-00600	6" Concrete Pavement	2,600 sy
412-00800	8" Concrete Pavement	2,300 sy
608-00000	Concrete Sidewalk	1,100 sy
608-00010	Concrete Curb Ramp	2,000 sy
609-20000	Concrete Gutter Overlay	10,500 lf
609-20100	Variable Height Curb Head W/Reinforcement	400 lf
609-21020	Curb & Gutter Type II, Section 2B	14,250 lf
609-21023	Curb & Gutter Type IIB (9") Curbhead	230 lf
609-22021	Combination Curb, Gutter & Sidewalk (2'-8")	2,000 lf
609-22025	Combination Curb, Gutter & Sidewalk (3'-11")	5,700 lf
613-07000	Reset Pull Box	400 ea
614-72875	Loop Detector Wire	400 lf
623-00204	Sprinkler System-Adjust Sprinkler Head	150 ea
623-00204	Sprinkler System-New Sprinkler Head	440 ea
623-00505	Sprinkler System-Irrigation Reconstruction	440 lf



**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Engineering Division**

**CONTRACT NO. 201102486
2011 CITYWIDE CURB, GUTTER & CROSSPAN, PHI**

STATEMENT OF QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>
630-00000	Traffic Control - Arterial	50 day
630-00002	Traffic Control - Local/Collector	150 day
630-00003	Uniformed Traffic Control	60 hr

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Wastewater Management Division

NOTICE FOR INVITATION FOR BIDS
FOR CONTRACT NO. 201102486

2011 CITYWIDE CURB, GUTTER & CROSSPAN, PHASE I

BID SCHEDULE:
11:00 AM, Local Time
OCTOBER 07, 2011

Sealed bids will be received at the Office of Economic Development (OED) Reception Desk located on the 2nd floor at 201 West Colfax, Denver, CO 80202, beginning at 10:30 a.m., no later than 11:00 a.m., on bid day.

Bids submitted prior to 10:30 a.m. on the specified bid opening date/time shall be presented at the Office of Contract Administration, Attention: Public Works Contract Administration, 201 West Colfax Avenue, Department 614, Denver, Colorado 80202. All properly delivered bids will then be publicly opened and read aloud in Room 1.D.1 on the 1st floor at 201 West Colfax, Denver, Colorado 80202:

Prior to submitting a bid, the bidder shall consult the Contractor's Bulletin Board located at 201 W. Colfax, 2nd Floor, Denver, Colorado, 80202 and/or www.work4denver.com.

GENERAL STATEMENT OF WORK:

Citywide curb, gutter, crosspan and concrete repairs and pedestrian ramp installation.

ESTIMATED CONSTRUCTION COST:

The estimated cost of construction for this project is between \$1,600,000.00 and \$1,900,000.00.

DOCUMENTS AND BID INFORMATION AVAILABLE:

Contract Documents complete with Technical Specifications and, if applicable, construction drawings will be available on the first day of publication at: www.work4denver.com. To download digital Contract Documents at a cost of \$10.00 per download, reference eBid Document Number #1734112. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance.

PRE-BID CONFERENCE:

A pre-bid conference will be held for this Project at 9:00 AM, local time, on SEPTEMBER 20, 2011. This meeting will take place at: Wastewater Management – 3rd Floor Conference Room - 2000 W. 3rd Ave., Denver, CO 80223.

DEADLINE TO SUBMIT QUESTIONS:..... September 28, 2011 – 3:00 PM local time.

PREQUALIFICATION REQUIREMENTS:

Each bidder must be prequalified as a 5b Concrete contractor in the \$2,500,000.00 monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the bid opening date. Applications must be submitted to the Department of Public Works, Prequalification Section, 201 West Colfax Avenue, Department 506, Denver, Colorado 80202. To view the Rules and Regulations and to obtain a prequalification application, please visit our website at www.denvergov.org/prequalification or call 720-865-2539 for prequalification information ONLY.

MINORITY AND WOMAN BUSINESS ENTERPRISE PARTICIPATION:

Construction, reconstruction and remodeling contracts made and entered into by the City and County of Denver are subject to Article III, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, (Sections 28-31 to 29-36 and 28-52 to 28-90 D.R.M.C) and all Minority and Woman Business Enterprise and Equal Employment Opportunity Rules and Regulations adopted by the Director of the Division of Small Business Opportunity.

Article III, Division 3 of Chapter 28 of the D.R.M.C. directs the Director of the Division of Small Business Opportunity to establish a project goal for expenditures on construction, reconstruction, and remodeling work contracted by the City and County of Denver. The specific goal for this project is:

5% Minority and Woman Business Enterprise (M/WBE) Participation

Project goals must be met with certified participants as set forth in Section 28-60, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-62 D.R.M.C. For compliance with good faith requirements under Section 28-62(b), **the M/WBE percentage solicitation level required for this project is 100%.**

The Director of the Division of Small Business Opportunity urges all participants in City construction, reconstruction and remodeling projects to assist in achieving these goals.

MISCELLANEOUS:

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

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.

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

<http://www.denvergov.org/SearchBidAdvertisements/tabid/385460/Default.aspx>.

Publication Dates: September 12, 13, 14, 2011
Published In: The Daily Journal

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Wastewater Management Division

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, 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.

Each bid must be enclosed in a sealed envelope, must be addressed to the Manager and must show on the face of the envelope the full name of the bidder, the City Project number, and descriptive title of the Project for which the bid is made.

The advertisement for Notice of Invitation for Bids will identify where and when the bid must be delivered.

IB-3 CONTRACT DOCUMENTS AS PUBLISHED BY CITY

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

IB-4 COMPLETING AND SIGNING THE BID FORMS

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

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

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

IB-5 UNACCEPTABLE BIDS

The City will not accept bids from Bidders not prequalified with the Department of Public Works (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 proper bid guarantee, satisfying all of the requirements specified herein and on the form provided herein shall render the bid nonresponsive and may 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 Public Works and sending or delivering it to the offices of the Division of Public Works 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 the Contractor's Bulletin Board (refer to IB-12 CONTRACTOR'S BULLETIN BOARD, for the location of the Contractor's Bulletin Board). 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 Public Works. 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-3, COMPLETING AND SIGNING BID FORMS.

IB-12 CONTRACTOR'S BULLETIN BOARD

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 Contractor's Bulletin Board. The Contractor's Bulletin Board is located at 201 W. Colfax, 2nd Floor, Denver, CO 80202, in the Wellington E. Webb Municipal Office Building.

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 posted on the Contractor's Bulletin Board and 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 BID OPENING

Bidders are invited to be present at the bid opening. Unless otherwise suspended, delayed or canceled by posted notice from the Manager, bid opening will occur at the time and place designated in the Notice of Invitation for Bid.

IB-16 EVALUATION OF BIDS AND BASIS OF BID SELECTION

Bids will be evaluated after being read in open meeting at the place designated for such bid opening. All low bidders' bids will be reviewed for responsiveness to the requirements of the Contract Documents and whether or not the bids contain irregularities which could give any bidder an unfair advantage.

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

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

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

IB-17 NOTICE TO APPARENT LOW BIDDER

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

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

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

IB-18 EXECUTION OF CONTRACT

The process of executing a contract requires action by both the apparent low bidder and the City. After it notifies the Apparent Low Bidder, the City will prepare sufficient copies of the Contract Documents by incorporating all of the documents submitted by the Apparent Low Bidder into executable copies of the Contract Documents made available pursuant to the Notice of Invitation for Bids. These copies will then be made available to the Apparent Low Bidder who shall thereafter properly sign all of the copies. At this

time, the successful bidder shall also provide certain supplemental documents for incorporation into the Contract Documents. These supplemental documents shall include: the properly executed Certificate of Insurance Forms evidencing the apparent low bidder's satisfactory compliance with the insurance requirements set forth in the Contract Documents; a properly executed Payment and Performance Bond Form and appropriate Power of Attorney evidencing the Apparent Low Bidder's satisfactory compliance with the bonding requirements set forth in the Contract Documents; and documentation of compliance with any other conditions precedent to execution of the Contract by the City set forth in the Contract Documents. The insurance and bond forms contained in the Contract Special Conditions Section of the Contract Documents must be used in satisfying these supplemental document requirements.

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

IB-19 BONDING REQUIREMENTS

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

IB-20 INSURANCE REQUIREMENTS

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

IB-21 PERMITS AND LICENSES

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

IB-22 WAGE RATE REQUIREMENTS

In preparing any bid hereunder, the Contractor must comply with and should carefully consider 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.

At the time of the preparation of the Contract Documents, the then-current prevailing wage rates applicable to this Project shall be bound within the Contract Documents made available to potential bidders for the Project. If, more than ten (10) days prior to the actual date of bid opening, the Career Service Board determines that prevailing wages rates different from those bound in the Contract Documents are applicable to one or more of the various classes of laborers, mechanics and workers encompassed by this Project, such

different prevailing wage rates shall be provided in an addendum. If different prevailing wage rates are determined by the Career Service Board ten (10) or less days prior to the actual date of bid opening, the City will determine on a case by case basis in its sole discretion whether such different prevailing wage rates are to be included in an addendum. In conjunction with such determination, the City may elect, in its sole discretion, to postpone the date of bid opening on the Project. In any event, the bidder will be held, at the actual date of bid opening, to those prevailing wage rates incorporated into the Contract Documents and as modified by any such addenda.

These prevailing wage rates shall be considered the **minimum** City prevailing wage rates to be paid by all contractors or subcontractors for a period not to exceed one (1) year from the date of the Contract. 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 increases 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 date of the Contract. The **minimum** City prevailing wage rate for any such subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of the contract which begins such subsequent period. In no event shall any increases in prevailing wages over the amounts thereof as stated in such Technical Specifications and addenda thereto 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. Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one year (1) shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceeds one (1) year shall not be effective except on the yearly anniversary date of the contract.

IB-23 TAX REQUIREMENTS

General. Bidders are referred to the General Contract Condition 322, 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. Construction and building materials sold to contractors and subcontractors for use on structures, roads, streets, highways, and other public works owned by the City and County of Denver are exempt from state, RTD, and Cultural Facilities District sales and use taxes. However, such materials will be subject to sales and use taxes imposed by the City and County of Denver.

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 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 over \$500 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-24 DISCLOSURE OF PRINCIPALS

Pursuant to D.R.M.C. 20-69, any bid in excess of \$100,000.00 must be accompanied by a separate detachable page setting forth the following information:

- (1) The name of any officer, director, owner or principal of the business entity, including identity of any shareholder who owns or controls 5% or more of the business entity, and either 1) the names of his or her spouse, and children under eighteen years of age; or 2) a statement that he or she or his or her spouse, or children, if any, under the age of eighteen have or have not made a contribution, as defined in D.R.M.C. 15-32, or contribution in kind, as defined in D.R.M.C. 15-32, to any candidate, as defined in D.R.M.C. 15-32, during the last five years and identifying by name himself or herself or any spouse or child under the age of eighteen who has made such a contribution or contribution in-kind to a candidate.

(2) The names of any subcontractors or suppliers whose share of the bid exceeds \$100,000.00 of the contract or formal bid amount.

(3) The names of any unions with which the bidder has a collective bargaining agreement.

If the total bid amount is in excess of \$500,000.00, the information required in (1) above must be provided at the time of bid submittal. and the information required in (2) and (3) must be submitted in a timely fashion prior to award. The list of subcontractors required by this instrument is different and separate from the bidding list required on BF-4.

If the total bid amount is less than \$500,000.00 but more than \$100,000.00, such information must be provided prior to award of the contract. Failure to provide the required information in a timely fashion shall render any bid to which D.R.M.C. 20-69 applies non-responsive.

While a bidder or supplier who has already disclosed such information need not provide such information with a second or subsequent bid or proposal unless such information has changed, it shall be the responsibility of each such bidder or proposer to verify that such information is still current as of the date of such subsequent bid or proposal and is in fact on file with the City Clerk.

A form, which may be used for such disclosure, is contained in the Special Conditions Section of the Contract Documents. The form is entitled: Bidder/Contractor/Vendor/Proposer Disclosure. Failure to provide or update the required information in a timely fashion shall render any bid to which D.R.M.C. 20-69 applies non-responsive.

IB-25 MINORITY AND WOMAN BUSINESS ENTERPRISE (M/WBE) REQUIREMENTS

Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 29-36 and 28-52 – 28-90 D.R.M.C. and referred to in these Bid Documents as the “M/WBE Ordinance” and any Rules or Regulations promulgated pursuant thereto apply to this Project and are incorporated into these Bid Documents by reference. Generally, the M/WBE Ordinance provides for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity (DSBO), devised to provide increased bidding opportunities for Minority and Woman Business Enterprises (M/WBEs). As such, each bidder must comply with the terms and conditions of the M/WBE Ordinance in making its bid and, if awarded the Contract, in performing all Work thereunder. A bidder’s failure to comply with the M/WBE 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 M/WBE 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 M/WBE Ordinance and its accompanying Rules and Regulations are available for the use and review of bidders from DSBO. In order to comply with the bid requirements of the M/WBE Ordinance, a bidder shall either meet the established project goal or, in the alternative, demonstrate that the bidder has made sufficient good faith efforts to meet the goal in accordance with the M/WBE Ordinance.

Meeting Established Goal

In preparing a bid to meet the established Project goal, bidders should consider the following instructions relating to compliance with the M/WBE Ordinance:

1. Under the M/WBE Ordinance, the Director of DSBO ("Director") is directed to establish project goals for expenditures on construction, reconstruction, and remodeling work performed for the City and County of Denver. The specific goal for this project is stated in the Notice of Invitation for Bids bound herein.
2. In preparing its bid, each bidder shall list on the Bid Form pages entitled "List of Proposed Minority and Woman Business Enterprise Bidders, Subcontractors, Suppliers, Manufacturers, Manufacturers' Representatives or Brokers" the name, address, work description/supply, committed level of participation and other required information for each M/WBE of any tier which the bidder intends to use in performing the work on this Project. **Only the M/WBEs identified and the precise levels of participation listed for each on the Bid Form page, at the time of bid opening, will be considered in determining whether the bidder has met the designated participation goal. Additional, revised or corrected participation submitted after bid opening will not be considered.** M/WBE bidders may count self-performance or joint venture activity in meeting the M/WBE project goal, but only for the scope of work performed as a commercially useful function and at a percentage level the M/WBE will be performing itself.

If a bidder/proposer is participating in a joint venture with a certified M/WBE firm, complete the Joint Venture Eligibility form and Joint Venture Affidavit contained in this bid document/RFP. Submit the aforementioned forms with the firm's Joint Venture Agreement, to the DSBO Director, **at least 5 working days prior to the proposal submittal.** The Joint Venture must be approved prior to the bid opening or proposal submittal by the DSBO Director. Approval by the DSBO Director includes determining the amount the Joint Venture will count towards meeting the project goal.

3. All M/WBEs listed on the Bid Form must be properly certified by the City on or before the date bids are opened in order to count towards meeting the designated goal. DSBO maintains an M/WBE Construction omit construction Directory ("Directory"), which is a current listing of M/WBEs that have been certified by the City. A copy of the DSBO Directory is located at DSBO web site at www.milehigh.com/business/do-business. Bidders are encouraged to use the Directory to assist in locating M/WBEs for the work and supplies required on the Project. Bidders are reminded that changes may be made to the Directory at anytime in accordance with the City's M/WBE Ordinance and procedures established to administer this program and a current copy of the Directory must always be used in preparing a bid. M/WBE certification or listing in the Directory is not a representation or warranty by the City as to the qualifications of any listed M/WBE.
4. In accordance with the provisions of the M/WBE Ordinance, DSBO will evaluate each bid to determine the responsiveness of the bid to the requirements of the M/WBE Ordinance. In determining whether a bidder's committed level of participation meets or exceeds the stated M/WBE goal, DSBO shall base its calculation of applicable amounts and percentages on the total base bid amount, not including any listed alternates, of each bid as follows:
 - a. The bid information provided by the agency will be used to determine the total base bid amount of each bid. Each bidder's total base bid amount will be multiplied by the M/WBE percentage established for the project to determine the exact dollar amount of required M/WBE participation for the Project. This amount will then be compared against the exact dollar amounts for the M/WBE committed for participation by the bidder. If the total dollar amount of participation listed meets or exceeds the established M/WBE dollar amount goal listed, then DSBO will determine that the goal has been met.

- b. In addition, DSBO will determine the exact commitment percentage for each listed M/WBE by dividing the dollar amount listed for each M/WBE by the total base bid dollar amount submitted by the bidder. These individual percentages, when totaled for all listed M/WBE, will establish the total committed percentage level of M/WBE participation that the bidder must comply with during the life of the contract. In all cases, the committed percentage level of M/WBE participation must equal or exceed the assigned M/WBE goal for the Project.
 - c. In providing the exact dollar amount of participation for each listed M/WBE, a bidder should take care never to round up in determining whether or not the total of these amounts meets or exceeds the established percentage goal. The goal must be met or exceeded by dollar amounts and percentages in order for DSBO to determine that the bidder has met or exceeded the applicable M/WBE goal.
 - d. As previously mentioned, compliance with the M/WBE goal will be determined on the base bid alone. If a bid contains alternates, participation contained in any alternate will not count towards satisfaction of the Project goal. However, should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the M/WBE goal percentage level submitted at bid time, on the base bid, will also apply to the selected alternates and must be maintained for the life of the contract on the total contract amount, including any alternate work. Thus, even though such participation will not be considered in evaluating bids, bidders are urged to consider participation in preparing bids for designated alternates.
 - e. On projects where force account or allowance bid items have been included, bidders must meet the M/WBE goal percentage based upon the total base bid, including all such items that are submitted to the City. However, when a force account or allowance is designated by the City to be either performed or purchased from a specific company, the bidder may back out the dollar amount of the force account or allowance from the total base bid and meet the M/WBE goal on the remaining reduced amount.
 - f. On bids which, at the time of bid opening, are equal to or exceed Five Million Dollars (\$5,000,000.00), including any alternates which may be selected, only sixty percent (60%) of the value of the commercially useful function performed by M/WBE suppliers shall count toward satisfaction of the Project goal. On Projects under Five Million (\$5,000,000.00) the value of the commercially useful function of M/WBE supplier(s) will count at a one hundred percent (100%) level. Manufacturer's representatives and packagers shall be counted in the same manner as brokers.
 - g. In utilizing the M/WBE participation of a Broker only the bona fide commissions earned by such Broker for its performance of a commercially useful function will count toward meeting the Project 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.
5. On or before the third (3rd) working day after bid opening, all of the Bidders are required to submit an executed "M/WBE Letter of Intent" for each M/WBE listed on the Bid Form as a joint venture member, subcontractor, supplier, manufacturer, manufacturers' representative or broker of any tier. An M/WBE Bidder needs to submit a Letter of Intent for themselves, and must identify their level of participation on the designated M/WBE participation page bound herein. A Letter of Intent shall be submitted only for the M/WBEs listed at the time of bid opening, since this is the only participation that will be counted toward satisfaction of the project goal. A form for the M/WBE Letter of Intent is included with the Bid Form. The M/WBE Letter of Intent is a written communication from the Bidder to the City evidencing an understanding that the Bidder has or will enter into a contractual relationship with the M/WBE or that its subcontractor(s) and supplier(s), manufacturer(s), manufacturers' representative(s) and broker(s) will do so. Each M/WBE Letter of Intent shall be accompanied by a copy of the City and County of Denver's M/WBE certification letter for each proposed M/WBE identified at bid time. Bidders are urged to

carefully review these Letters before submission to the City to ensure that they are properly completed and executed by the appropriate parties.

Good Faith Effort.

In preparing a bid to demonstrate a good faith effort, bidders should consider the following instructions relating to compliance with the M/WBE Ordinance:

1. If the bidder or proposer has not fully met the project goal as provided in section 28-60, then it shall demonstrate that it has made good faith efforts to meet such goal. The bidder or proposer shall furnish to the director, within three (3) working days after bid opening by the City or on or before the time of the final project-specific proposal submitted to and authorized by the City pursuant to a competitive selection process, or bid selection by a private owner, a detailed statement of its good faith efforts to meet the project goal set by the director. This statement shall address each of the items in subsection (b) and any additional criteria that the director may establish by rule or regulation consistent with the purposes of this division 3. Good faith efforts must be demonstrated to be meaningful and not merely for formalistic compliance with this division 3. The scope and intensity of the efforts will be considered in determining whether the bidder or proposer has achieved a good faith effort.

2. The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, which may be further defined by rule or regulation. A bidder or proposer may include any additional information it believes may be relevant. Failure of a bidder or proposer to show good faith efforts as to any one (1) of the following categories shall render its overall good faith effort showing insufficient and its bid or proposal non-responsive:
 - a. If prebid or preselection meetings are scheduled by the City at which MBEs and WBEs may be informed of subcontracting or joint venture opportunities under a proposed contract to be bid, or procured pursuant to the competitive selection process, attendance at such prebid or preselection meetings is not mandatory; however, bidders and proposers are responsible for the information provided at these meetings.
 - b. The bidder or proposer must solicit through all reasonable and available means, the interest of all MBEs and WBEs certified in the scopes of work of the contract. The bidder or proposer must solicit the interest of such MBEs and WBEs within sufficient time, prior to the bid opening or date of final project-specific proposal in the case of a competitive selection process, to allow such MBEs and WBEs to respond to the solicitation. The bidder or proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
 - c. The bidder or proposer must select portions of the work of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the project goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation as subcontractors or joint venturers, and for bidder or proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry practice, even when the bidder or proposer would otherwise prefer to perform these work items with its own forces. The bidder or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of bids, proposals and quotes from MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a bidder or proposer to perform the work of a contract with its own forces does not relieve the bidder or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.
 - d. The bidder or proposer, consistent with industry practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans, specifications, and requirements of the contract,

- including bonding and insurance requirements, if any, to assist them in responding to a solicitation.
- e. The bidder or proposer must negotiate in good faith with interested MBEs and WBEs and provide written documentation of such negotiation with each such MBE or WBE.
 - f. For each MBE or WBE which contacted the bidder or proposer or which the bidder or proposer contacted or attempted to subcontract or joint venture with, consistent with industry practice, the bidder or proposer must supply a statement giving the reasons why the bidder or proposer and the MBE or WBE did not succeed in negotiating a subcontracting, supplier, manufacturer, manufacturer's representative, broker or joint venture agreement, as applicable.
 - g. The bidder or proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE did not submit the lowest bid or it was not qualified. Such verification shall include a verified statement of the amounts of all bids received from potential or utilized subcontractors, suppliers, manufacturers, manufacturer's representatives, brokers or joint venturers on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the bidder or proposer shall be guided by the definition of qualified in section 28-54(42), but evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its conclusion. A bidder's or proposer's industry standing or group memberships may not be the cause of rejection of an MBE or WBE. A bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.
 - h. If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the City or by the bidder or proposer, provided that the bidder or proposer need not provide financial assistance toward this effort.
 - i. If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance or services for performance under the contract, provided that the bidder or proposer need not provide financial assistance toward this effort.
 - j. The bidder or proposer must use the DSBO MBE/WBE directories to identify, recruit, and place MBEs and WBEs.
3. In determining whether a bidder or proposer has satisfied good faith efforts as to a project goal, the success or failure of other bidders or proposers on the contract in meeting such project goal may be considered.

Continuing Commitments.

In accordance with the provisions of the M/WBE Ordinance, the bidder agrees that it is committed to meeting either the M/WBE participation goal or the M/WBE participation set forth in its statement of good faith. This commitment must be expressly indicated on the "Commitment to Minority and Woman Business Enterprise Participation" form included with the Bid Form. This commitment includes the following understandings:

1. The bidder understands it must maintain M/WBE goals throughout the performance of the Contract pursuant to the requirements set out in D.R.M.C. 28-72.
2. The bidder understands that it must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
3. The bidder understands that if change orders or any other contract modifications are issued under the contract, the bidder shall have a continuing obligation to immediately inform DSBO in writing

of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in Section 28-73 of the M/WBE Ordinance, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

4. The bidder understands that if change orders or other contract modifications are issued under the contract, that include an increase in scope of work of a contract for construction, reconstruction, or remodeling, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors or by the contractor shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the bid. The contractor shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with Section 28-73 of the M/WBE Ordinance as applicable, or the contractor must show each element of modified good faith set out in Section 28-75(c) of the M/WBE Ordinance. The contractor shall supply to the director the documentation described in Section 28-75(c) of the M/WBE Ordinance with respect to the increased dollar value of the contract.

All bidders are charged with knowledge of and are solely responsible for complying with each and every provision of the M/WBE Ordinance in making a bid and, if awarded, in performing the work described in the Contract Documents. Failure to comply with these provisions could constitute cause for rejection of a bid or subject the selected contractor to sanctions set forth in the M/WBE Ordinance. These instructions are intended only to generally assist the bidder in preparing and submitting a compliant bid. Should any questions arise regarding specific circumstances, bidders must consult the M/WBE Ordinance or contact the Project's designated DSBO representative at (720) 913-1999.

IB- 26 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-27 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 DenverGov.com for information, both general and project specific. The Contract Administrator assigned to this project is Jo Ann Phillips, who can be reached via email at joann.phillips@denvergov.org.

**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 subject 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 Division of Small Business Opportunity.
- 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. "Division of Small Business Opportunity" means the City agency established pursuant to Article III, Division 1 of Chapter 28 of the Denver Revised Municipal Code.

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 (10) 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 Division of Small Business Opportunity 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 the 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.

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

The Director of the Division of Small Business Opportunity shall perform the duties assigned to such official by Article III, Division 2 Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Division of Small Business Opportunity 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 Division of Small Business Opportunity; 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 Division of Small Business Opportunity 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 Division of Small Business Opportunity 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 the Notice to Proceed, a sign-off will be required of the Director of the Division of Small Business Opportunity 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.

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 and 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 Denver Revised Municipal Code, he may issue a notice requiring the contractor to show cause, within fifteen (15) 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.

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Wastewater Management Division

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 of Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and the Director.
5. The Contractor will furnish all information and reports required by Article III, Division 2 of 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 canceled, 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.
7. The Contractor will include Regulation 12, Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract of 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 on each subcontractor or supplier. 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 of 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.

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Wastewater Management Division

APPENDIX F

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.

/s/ _____

Manager of Public Works
City and County of Denver

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 Division of Small Business Opportunity (DSBO). The contractor's commitment to the goals for minority, and female utilization as required constitutes a commitment that it will make every good faith effort to meet such goals.

1. GOALS AND TIMETABLES:

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

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

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).

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.

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

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:

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

B. 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 of 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 of 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 of Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".
3. The Division of Small Business Opportunity shall review the Contractor's employment practices during the performance of the contract. If the Division of Small Business Opportunity determines that the Contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

C. 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 of 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.

D. 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

Traffic signal system improvements at 52 intersections. Improvements entail upgrading of traffic signal cabinets with Ethernet network infrastructure, mini-Fiber Optic hub, Spread-Spectrum radios and UPS (power system back-up). Traffic signal controllers will be upgraded to the Econolite ASC/3 type. **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.
3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.
4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.
5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, 201 W. Colfax, Dept. 608, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Wastewater Management Division**

CONTRACT NO. 201102486

2011 CITYWIDE CURB, GUTTER & CROSSPAN, PHASE I

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

Fasick Concrete, Inc.
5835 W. 6th Ave. #4PD
Lakewood, CO 80214

hereinafter referred to as the "Contractor," party of the second part,

WITNESSETH, Commencing on **September 12, 2011**, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

CONTRACT NO. 201102486

**2011 CITYWIDE CURB, GUTTER & CROSSPAN,
PHASE I**

WHEREAS, bids pursuant to said advertisement have been received by the Manager of Public Works, 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 M/WBE Participation
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 Lien Release Form
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 **210** (Two Hundred Ten Days) consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

4. TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for **bid item numbers 202-00033 through 630-00003 (35 [Thirty-Five]) total bid items**, the total estimated cost thereof being: **One Million Two Hundred Eighty Two Thousand Three Hundred Thirty Two Dollars and No Cents (\$1,282,332.00)**. 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 the Work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

6. COMPLIANCE WITH M/WBE REQUIREMENT

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.), designated as Sections 28-31 – 28-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the "M/WBE Ordinance". Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 of the D.R.M.C., to maintain throughout the duration of this Contract, compliance with the level of minority and Woman business enterprise participation, upon which the City approved the award of this Contract to the Contractor and the Contractor further acknowledges that failure to maintain such

participation commitments or otherwise comply with the requirements of the M/WBE Ordinance shall subject the Contractor to sanctions in accordance with Section 28-77 of the D.R.M.C. Nothing contained in this provision or in the M/WBE 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.

8. APPLICABILITY OF LAWS

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

9. APPROPRIATION

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

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

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

10. APPROVALS

In the event this Contract calls for the payment by the City of five hundred thousand dollars (\$500,000.00) or more, approval by the Board of Councilmen of the City and County of Denver, acting by ordinance, in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and effect and performance of this contract.

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 28-33 D.R.M.C. for Minority and Woman 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.

Contract Control Number:

Vendor Name:

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:

By _____

By _____

By _____



IN WITNESS WHEREOF, the parties have executed this agreement and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: 201102486

Vendor Name: FASICK CONCRETE, INC.

By: 

Name: Harold A. Fasick III
(please print)

Title: President
(please print)

ATTEST: [if required]

By: 

Name: Alan Kuettel
(please print)

Title: Vice President
(please print)

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS**

General Contract Conditions

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CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Wastewater Management Division

SPECIAL CONTRACT CONDITIONS

SC-1 CONSTRUCTION SPECIFICATIONS

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

City and County of Denver:

Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS,
(The Index for which is bound herein and commonly referred to as the "Orange Book")
(1999 Edition)

Transportation Standards and Details for the Engineering Division

City and County of Denver Traffic Standard Drawings

Wastewater Management Division
– *Standard Detail Drawings*

– *Storm Drainage and Sanitary Sewer Construction Detail and Technical Specifications*

Colorado Department of Transportation:

Standard Specifications for Road and Bridge Construction
(Sections 200 through 700 of the 2011 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 2006 Series, City and County of Denver Amendments 2006)

National Fire Protection Association Standards
(As referenced in the Building Code of the City and County of Denver)

The aforementioned City and County of Denver documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5th floor), Denver, CO 80202. The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available for purchase at the Cashier, 2nd floor at 201 W. Colfax Ave., Denver, Colorado 80202. *Transportation Standards and Details for the Engineering Division* and the Wastewater Management Division – *Standard Detail Drawings*, are available at <http://www.denvergov.org>.

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

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

SC-2 CONSTRUCTION DOCUMENTS

The construction documents consist of Plans, Technical Specifications and, if applicable, Drawings as identified in the Index for Contract Drawings, the Index for Technical Specifications and any additional Plans attached hereto.

SC-3 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-4 ENGINEERING DIVISION / CITY ENGINEER

General Condition 206, TRANSPORTATION DIVISION, is hereby deleted in its entirety and replaced with the following:

The Engineering Division is a unit of the Department of Public Works and is supervised by the City Engineer, who is subordinate to the Manager of Public Works. 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 for Transportation are deleted and replaced with references to the Engineering Division and City Engineer, respectively.

SC-5 WASTEWATER MANAGEMENT DIVISION

General Condition Section 208, WASTEWATER MANAGEMENT DIVISION , is hereby deleted in its entirety and replaced with the following:

The Wastewater Management Division is a unit of the Department of Public Works and is supervised by the Deputy Manager of Public Works for Wastewater Management, who is subordinate to the Manager of Public Works. This Division is responsible for the operation and maintenance of the City's wastewater facilities.

SC-6 CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 109, DEPUTY MANAGER, General Contract Condition 206, ENGINEERING DIVISION and General Contract Condition 214, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The Director shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

Denver Department of Public Works / Engineering Division,

Project Manager
City Project Manager
Rick Zimmat

Telephone

(303) 446-3718

Consultant
Design Consultant

Name
Consultant Contact

Telephone

SC-7 LIQUIDATED DAMAGES

Should the Contractor fail to complete all Work within the Contract Time allocated under the Contract Form at Paragraph 3, TERMS OF PERFORMANCE, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of \$1,500.00 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-8 SUBCONTRACTS

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

SC-9 PAYMENTS TO CONTRACTORS

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>
Public Works/Engineering Division		

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 shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.

In accordance with General Contract condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, Applications for Payment must be accompanied by completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, **AND** the Contractors' Certification of Payment Form. The forms, Final/Partial Release and Certificate of Payment (Subcontractor/Supplier) and the Contractor’s Certification of Payment, either of which must be used are as follows:

**DEPARTMENT OF PUBLIC WORKS
Engineering Division**

**FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT
(SUBCONTRACTOR/SUPPLIER)**

(PROJECT NO. and NAME)	Date: _____, 20__.
(NAME OF CONTRACTOR)	Subcontract #: _____.
(NAME OF SUBCONTRACTOR/SUPPLIER)	Subcontract Value: \$ _____.
Check Applicable Box:	Last Progress Payment: \$ _____.
<input type="checkbox"/> MBE <input type="checkbox"/> WBE	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 Last Progress Payment referenced above and in further consideration of the Total Paid to Date, also referenced above, and other good and valuable consideration received and accepted by the undersigned this _____ day of _____, 20__, the Undersigned hereby releases and discharges the City and County of Denver (the "City"), the above referenced City Project, the City's premises and property and the above referenced Contractor from all claims, liens, rights, liabilities, demands and obligations, whether known or unknown, of every nature arising out of or in connection with the performance of the work effort.

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

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

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

STATE OF COLORADO) ss. CITY OF _____)	(Name of Subcontractor)
Signed and sworn before me this day of _____, 20__.	By: _____
_____ Notary Public/Commissioner of Oaths My Commission Expires _____	Title: _____



City and County of Denver

Contractor's Certification of Payment (CCP)

Office of Economic Development

Compliance Unit

201 W. Colfax Ave., Dept. 907

Denver, CO 80202

Phone: 720.913.1999

Fax: 720.913.1803

Pay Application #:		Pay Period:			Amount Requested: \$				
Project #:		Project Name:							
Current Completion Date:		Percent Complete:			Prepared By:				
Contractor:			Phone:		Project Manager:				
(I) - Original Contract Amount: \$					(II) - Current Contract Amount: \$				
		A	B	C	D	E	F	G	H
Prime/Subcontractor/Supplier Name	MBE WBE	Original Contract Amount	% Bid (A/I)	Current Contract Amount including Amendments	% Revised (C/I)	Requested Amount this Pay Application	Amount Paid Previous Pay Application #	Net Paid To Date	Paid % Achieved (G/II)
Contractor									
Total									
<p>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.</p>									
Prepared By (Signature):						Date:			
Page of									

Rev. Contractors Certification of Payment (CCP)-1/07 dm



Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 West Colfax Avenue, Dept. 907
Denver, CO 80202
Phone: 720-913-1999
Fax: 720.913-1803

Instructions for Completing the Contractor/Consultant Certification of Payment Form

Note: The attached Contractor/Consultant Certification of Payment form must be completed by the Contractor/Subconsultant and all subcontractors/subconsultant or suppliers used on the project at **any tier** and submitted with each pay application. The Contractor/Consultant is responsible for the accuracy of all information provided and is required to have each subcontractor/subconsultant or supplier fill out the appropriate forms. Please be sure to complete all information requested at the top of the form, including the name of the person who prepared this form.

If you reproduce this form, you must continue to list each of the originally listed firms, as well as any additional firms used during the performance period of the contract.

If you have any questions, please call the Compliance Unit of DSBO at 720.913.1999.

Instructions for Completing the Contractor/Consultant Certification of Payment Form, per Column

Contractor/Subcontractor or Subconsultant/Supplier Name: In the space provided, list all subcontractors/subconsultants and suppliers used on the project. For all MBE/WBEs use the exact name listed in the DSBO Directory.

MBE/WBE/NON: For each name listed, indicate whether the entity is a certified MBE/WBE.

Column A: Provide the contract amount, as listed at bid time, for the Contractor/Consultant and each subcontractor/subconsultant or supplier.

Column B: Provide the percentage portion of each listed subcontractor/subconsultant or supplier contract amount (Column A) compared to the total original contract amount in (I).

Column C: Provide the original contract amount (Column A) for each subcontractor/subconsultant or supplier plus any awarded alternate and/or change order amounts applicable. If an alternate/change order does not apply to the listed firm, re-enter the original contract amount (Column A).

Column D: Provide the percent portion of each listed subcontractor/subconsultant or supplier contract amount (Column C) compare to the current total contract amount in (II).

Column E: Provide the amount requested for work performed or materials supplied by each listed subcontractor/subconsultant or supplier for this pay application. The sum of the items in this column should equal the estimated amount requested for this pay application.

Column F: Provide the amount paid to each subcontractor/subconsultant or supplier on the previous pay application. Enter the previous pay application number in the column heading. The sum of the items listed in this column should equal the warrant amount paid to the Contractor/Consultant on the previous pay application. The amounts paid to the subcontractor/subcontractor or suppliers should be the actual amount of each check issued.

Column G: Provide the net paid to date for the Contractor/Subconsultant and each listed subcontractor/subconsultant or supplier.

Column H: Provide the percent portion of the net paid to date (Column G) for the Contractor/Subconsultant and each listed subcontractor/subconsultant or supplier of the current total contract amount in (II).

Rev. MBE/WBE Pre-Pre Conf. Instruction for Contractor/Consultant Certification of Payment 1/07-dm

SC-10 RESERVED

SC-11 MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES

In a March 7, 2000 opinion and order of the United States District Court for the District of Colorado, all terms, provisions and requirements relating to the implementation and enforcement of Article III, Divisions I and III, of Chapter 28 of the Denver Revised Municipal Code, (the “MBE/WBE Requirements”) in effect as of the adoption of the General Conditions in 1999 were held invalid, and they are hereby deleted. All such terms, provisions and requirements in the General Conditions are hereby replaced with references to the following later-enacted ordinances:

- Denver Revised Municipal Code, Chapter 28 Article III, Division 1 (Sections 28-31 to 28-36) (establishment of Small Business Opportunity Division, “DSBO”);
- Denver Revised Municipal Code, Chapter 28 Article III, Division 3 (Sections 28-52 to 28-83) (the “MBE/WBE Requirements”); and
- Denver Revised Municipal Code, Chapter 28, Article VII (Sections 28-201 to 28-234) (the “SBE Requirements”).

Such revised provisions of the General Conditions include, without limitation, General Contract Condition 210.

SC-12 CONTRACT FORMS

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

1. Performance and Payment Bond
2. Performance and Payment Bond Surety Authorization Letter (Sample)

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

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

SC-13 CONSTRUCTION INSPECTION BY THE CITY

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

1701 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 The Building Inspection Division 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-14 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-15 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- 16 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-17 DEBARRED SUBCONTRACTORS PROHIBITED

The Contractor is prohibited from hiring any subcontractor currently debarred by the City in accordance with section 20-77 of the Denver Revised Municipal Code.

SC-18 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 19: INSURANCE:

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

(1) **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(2) **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as part of the contract documents, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the

City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

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

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

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

(7) **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Aggregate limits to be "per project" or "per location".

(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 hazardous material or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.

(9) **Additional Provisions:**

- (a) For Commercial General Liability, the policies must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs in excess of policy limits;
 - (iii) A severability of interests, separation of insureds or cross liability provision; and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
 - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

SC-20 DEFENSE AND INDEMNIFICATION

General Condition 1602, INDEMNIFICATION, is modified to read in full as follows:

DEFENSE AND INDEMNIFICATION

- (a) To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees 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 Contract 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 Contract 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 Contract.

SC-21 GREENPRINT DENVER REQUIREMENTS

In accordance with the City and County of Denver Executive Order 123: Greenprint Denver Office and Sustainability Policy (dated October 27, 2007), and the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) program, Contractor shall, wherever possible, recycle construction and demolition waste, and install building materials that contain recycled content. Non-hazardous solid waste that is eligible for reuse or recycling is not subject to the DADS disposal requirement defined in SC-14. The Contractor shall recycle and/or reuse construction and demolition waste and implement sustainable development practices on construction projects in compliance with any Project Requirements of the Better Denver Program Sustainability Form that are included in the Contract Documents.

At the Project Pre-Construction Meeting, the Contractor shall provide a written summary of how the Contractor intends to meet any applicable Project Requirement, and the type of documentation to be provided. The Contractor shall maintain and keep current documentation of the materials recycled or reused, organized in accordance with any applicable Closeout Form for Contractors provided in the Contract Documents for the duration of the Project. A copy of the completed Closeout Form, the quantity tabulation, and all supporting documentation for materials reused or recycled shall be delivered to the Project Manager as a submittal requirement of Final Acceptance.

SC-22 CITY AUDITOR AND MANAGER OF FINANCE

Section 211, City Auditor, of the General Contract Conditions, 1999 Edition, is amended to read in its entirety as follows:

211 CITY AUDITOR AND MANAGER OF FINANCE

The City Auditor, an independent elected official, reviews certified payrolls for compliance with prevailing wage requirements before payment is made to a Contractor. The City's Manager of Finance pays the Contractor for Work approved under the Contract.

SC-23 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

- a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- b. The Contractor certifies that:
 - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- c. The Contractor also agrees and represents that:
 - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

SC-24 RETAINAGE:

Section 908.1, of the General Contract Conditions, 1999 Edition, is amended to read as follows:

.1 The City shall deduct and retain a total of five percent (5%) from the total amount of approved applications for payment, including Change Orders. The City may also deduct in addition to retainage as stated above, the additional amount(s) of any and all outstanding claims pursuant to C.R.S. §38-26-107 from each approved application for payment.

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

Bond No. 105680423

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Fasick Concrete, Inc., 5835 W. 6th Ave. #4PD, Lakewood, CO 80214, a corporation organized and existing under and by virtue of the laws of the State of CO, 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 CT, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of One Million Two Hundred Eighty Two Thousand Three Hundred Thirty Two Dollars and No Cents (\$1,282,332.00), 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. 201102486 2011 CITYWIDE CURB, GUTTER & CROSSPAN; PHASE I**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

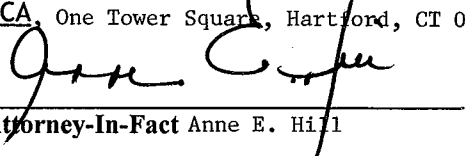
PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications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

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

Attest:


Secretary **Alan Kuttel**

FASICK CONCRETE, INC.
Contractor
By: 
President **Harold A. Fasick III**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, One Tower Square, Hartford, CT 06183
Surety
By: 
Attorney-In-Fact Anne E. Hill

(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: 
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

By: 
MAYOR

By: 
MANAGER OF PUBLIC WORKS



DENVER
THE MILE HIGH CITY

Department of Public Works
Engineering Department

201 W. Colfax Avenue
Denver, CO 80202
www.denvergov.org/PublicWorks

**PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION
(SAMPLE)**

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

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

RE: (Company name)

Contract No: 201102486
Project Name: 2011 CITYWIDE CURB, GUTTER & CROSSPAN, PHASE I
Contract Amount: \$1,282,332.00
Performance and Payment Bond No.: 105680423

Dear Assistant City Attorney,

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

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at
303-765-1583.

Thank you.

Sincerely,

Anne E. Hill
Attorney-in-fact



POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222991

Certificate No. 004363925

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

J. R. Richards, Susan J. Lattarulo, DiLynn Guern, Kevin W. McMahon, Mark Sweigart, Florietta Acosta, Tiffany McGonigle, Donald E. Appleby, Gloria C. Blackburn, Sarah Brown, and Anne E. Hill

of the City of Denver, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 23rd day of June, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

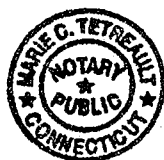


State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 23rd day of June, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2016.



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222991

Certificate No. 004363926

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

J. R. Richards, Susan J. Lattarulo, DiLynn Guern, Kevin W. McMahon, Mark Sweigart, Florietta Acosta, Tiffany McGonigle, Donald E. Appleby, Gloria C. Blackburn, Sarah Brown, and Anne E. Hill

of the City of Denver, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 23rd day of June, 2011

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 23rd day of June, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2016.



[Signature]
Marie C. Tetreault, Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222991

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J. R. Richards, Susan J. Lattarulo, DiLynn Guern, Kevin W. McMahon, Mark Sweigart, Florietta Acosta, Tiffany McGonigle, Donald E. Appleby, Gloria C. Blackburn, Sarah Brown, and Anne E. Hill

of the City of Denver, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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.

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Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

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In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



**PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION
(SAMPLE)**

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

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

RE: (Company name)

Contract No: 201102486
Project Name: 2011 CITYWIDE CURB, GUTTER & CROSSPAN, PHASE I
Contract Amount:
Performance and Payment Bond No.:

Dear Assistant City Attorney,

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

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

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

Thank you.

Sincerely,





NOTICE OF APPARENT LOW BIDDER
(SAMPLE)

Current Date

To:

Gentlemen:

The MANAGER OF PUBLIC WORKS has considered the Bids submitted on October 07, 2011 for work to be done and materials to be furnished in and for:

PROJECT No. 201102486 2011 CITYWIDE CURB, GUTTER & CROSSPAN, PHASE I

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 execution of the Contract Documents and your furnishing the items specified below, the total cost thereof (Contract Amount Written), (Contract Amount Numeric).

It will be necessary for you to appear forthwith at the office of the Department of Public Works, Engineering Division, Project Management Office, 201 W. Colfax Ave., Denver, Colorado 80202, to receive the said Contract Documents, execute the same and return them to the Department of Public Works, Finance and Administration, within the time limit set forth in the Bid Proposal.

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; or any other coverage required by the contract; and
- b. One original plus four copies of the 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 Public Works, and each contract requiring payment by the City of one-half million dollars (\$500,000.00) or more shall first be approved by the City Council acting by ordinance and in accordance with Section 3.2.6 of the Charter of the City and County of Denver.

Prior to issuance of Notice to Proceed, all Equal Opportunity requirements must be completed. Additional information may be obtained by contacting the Director of Contract Compliance at (720-913-1700).



**NOTICE OF APPARENT LOW BIDDER
(SAMPLE)**

PROJECT NO. 201102486
Page 2

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

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

CITY AND COUNTY OF DENVER

By _____
Manager of Public Works



Department of Public Works
Engineering Department

201 W. Colfax Avenue
Denver, CO 80202
www.denvergov.org/PublicWorks

Current Date

**NOTICE TO PROCEED
(SAMPLE)**

Name
Company
Street
City/State/Zip

CONTRACT NO. 201102486, 2011 CITYWIDE CURB, GUTTER & CROSSPAN, PHASE I

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 1999 Edition, you are hereby authorized and directed to proceed on _____ with the work of constructing contract number 201102486, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of _____ 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 322.5, to the Project Manager as soon as possible. Failure to submit these certificates will delay processing of payment applications.

Sincerely,

Lesley B. Thomas
City Engineer

cc:





DENVER
THE MILE HIGH CITY

Certificate of Contract Release
(SAMPLE)

Date

Name
Company
Street
City/State/Zip

RE: Certificate of Contract Release for
201102486, 2011 CITYWIDE CURB, GUTTER & CROSSPAN, PHASE I

Received this date of 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 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.

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 is the last or final payment.

Contractor's Signature

Date Signed

If there are any questions, please contact me by telephone at (720) 913-XXXX. Please return this document via facsimile at (720) 913-1805 and mail to original to the above address.



CITY AND COUNTY OF DENVER

STATE OF COLORADO



PREVAILING WAGE RATES

Contract No. 201102486

**2011 CITYWIDE CURB, GUTTER &
CROSSPAN, PHASE I**

September 12, 2011



DENVER
THE MILE HIGH CITY

Career Service Authority
Denver's Human Resource Agency

201 W. Colfax, Department 412
Denver, CO 80202
p: 720.913.5751
f: 720.913.5720
www.denvergov.org/csa

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Meredith Creme, Associate Human Resource Professional
DATE: Friday August 5, 2011
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Authority Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act. The rates will be provided as a supplemental to the Davis-Bacon Highway rates issued by CSA.

The effective date for this publication is **Friday August 5, 2011** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO080014
Superseded General Decision No. CO20070014
Modification No. 6
Publication Date: 07-29-2011
(11 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.

For questions call (720) 913-5009

Attachments as listed above.

General Decision Number: CO100014 07/29/2011 CO14

Superseded General Decision Number: CO20080014

State: Colorado

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	05/07/2010
2	06/04/2010
3	08/06/2010
4	10/08/2010
5	07/15/2011
6	07/29/2011

ELEC0012-005 06/01/2009

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN (Excluding traffic signal installation)		
Electrical work where the total cost is \$150,000 or less.....	\$ 22.85	10.79
Electrical work where the total cost is over \$150,000.	\$ 27.00	10.91
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 23.83	13.75%+4.75
Zone 2.....	\$ 26.83	13.75%+4.75

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

Colorado Springs - Nevada & Bijou
Denver - Ellsworth Avenue & Broadway
Ft. Collins - Prospect & College
Grand Junction - 12th & North Avenue
Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

ELEC0068-012 06/01/2011

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

Rates Fringes

ELECTRICIAN (Excluding
traffic signal installation).....\$ 31.60 12.52
TRAFFIC SIGNALIZATION:
Traffic Signal Installation
Zone 1.....\$ 23.83 13.75%+4.75
Zone 2.....\$ 26.83 13.75%+4.75

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following
addresses in each of the following cities:

- Colorado Springs - Nevada & Bijou
- Denver - Ellsworth Avenue & Broadway
- Ft. Collins - Prospect & College
- Grand Junction - 12th & North Avenue
- Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

* ELEC0113-005 06/01/2011

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 28.55	13.43
TRAFFIC SIGNALIZATION: Traffic Signal Installation		
Zone 1.....	\$ 23.83	13.75%+4.75
Zone 2.....	\$ 26.83	13.75%+4.75

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following
addresses in each of the following cities:

- Colorado Springs - Nevada & Bijou
- Denver - Ellsworth Avenue & Broadway
- Ft. Collins - Prospect & College
- Grand Junction - 12th & North Avenue
- Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

ELEC0969-005 06/01/2009

MESA COUNTY

	Rates	Fringes
ELECTRICIAN (Excluding traffic signal installation).....	\$ 20.31	8.92
TRAFFIC SIGNALIZATION: Traffic Signal Installation		
Zone 1.....	\$ 23.83	13.75%+4.75
Zone 2.....	\$ 26.83	13.75%+4.75

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

- Colorado Springs - Nevada & Bijou
- Denver - Ellsworth Avenue & Broadway
- Ft. Collins - Prospect & College
- Grand Junction - 12th & North Avenue
- Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

ENGI0009-002 05/01/2010

	Rates	Fringes
Power equipment operators:		
Asphalt Screed.....	\$ 23.67	9.22
Bituminous or Asphalt Spreader/Laydown Machine....	\$ 23.67	9.22
Bulldozer.....	\$ 23.67	9.22
Crane: 50 tons and under...	\$ 23.82	9.22
Crane: 51 to 90 tons.....	\$ 23.97	9.22
Crane: 91 to 140 tons.....	\$ 24.12	9.22
Crane: 141 tons and over....	\$ 24.88	9.22
Drill Operator: William MF/Watson 2500 only.....	\$ 23.97	9.22
Grader/Blade: Finish.....	\$ 23.97	9.22
Grader/Blade: Rough.....	\$ 23.67	9.22
Loader: Barber Green, etc. & Up to and including 6 cubic yards.....	\$ 23.67	9.22
Loader: Mechanic/Welder (heavy duty).....	\$ 23.97	9.22
Loader: Over 6 cubic yards..	\$ 23.82	9.22
Mechanic and/or Welder (Includes heavy duty & combination mechanic and welder):.....	\$ 26.12	9.22
Oiler.....	\$ 22.97	9.22
Power Broom: 70 HP and over..	\$ 23.67	9.22
Power Broom: Under 70 HP....	\$ 22.97	9.22
Roller (excluding dirt & soil compaction): Self- propelled, all types over 5 tons.....	\$ 23.67	9.22
Roller (excluding dirt & soil compaction): Self- propelled, rubber tires under 5 tons.....	\$ 23.32	9.22
Scraper: Single bowl including pups 40 cubic yards and tandem bowls and over.....	\$ 23.97	9.22
Scraper: Single bowl under 40 cubic yards.....	\$ 23.82	9.22
Trackhoe.....	\$ 23.82	9.22

LABO0086-002 05/01/2009

	Rates	Fringes
--	-------	---------

Laborers:

Asphalt Laborer/Raker,
Common Laborer & Concrete
Laborer/Mason Tender.....\$ 18.68 6.78

SUCO2001-003 12/20/2001

	Rates	Fringes
BRICKLAYER.....	\$ 15.55	2.85

Carpenters:

Form Work (Excluding Curbs
& Gutters).....\$ 16.54 3.90
All Other Work.....\$ 16.61 3.88

Concrete Finisher/Cement Mason...\$ 16.05 3.00

Ironworkers:

Bridge Rail (Excludes
Guardrail).....\$ 18.22 6.01
Reinforcing.....\$ 16.69 5.45

Laborers:

Fence Erector (Includes
fencing on bridges).....\$ 13.02 3.20
Form Work (Curbs &
Gutters only).....\$ 11.85 3.45
Guardrail Erector
(Excludes bridgerail).....\$ 12.89 3.20
Landscape and Irrigation
Laborer.....\$ 12.26 3.16
Pipelayer.....\$ 13.55 2.41
Striping Laborer (Pre-form
layout and removal of
pavement markings).....\$ 12.62 3.21
Traffic and Sign Laborer
(Sets up barricades and
cones, and installs
permanent signs).....\$ 12.43 3.22
Traffic Director/Flagger....\$ 9.55 3.05

Painters:

Brush.....\$ 16.94 2.10
Spray.....\$ 16.99 2.87

Power equipment operators:

Backhoes.....\$ 16.54 4.24
Bobcat/Skid Loader.....\$ 15.37 4.28
Compactor - Dirt & Soil
Only.....\$ 16.70 3.30
Concrete Pump Operator.....\$ 16.52 4.30
Drill Operator: All except
William MF/ Watson 2500.....\$ 16.74 2.66
Forklift.....\$ 15.91 4.09
Post Driver/Punch Machine...\$ 16.07 4.41
Rotomill Operator.....\$ 16.22 4.41
Tractor.....\$ 13.13 2.95

TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Groundman		
Class C.....	\$ 11.44	3.25
Truck drivers:		
Floats-Semi Truck.....	\$ 14.86	3.08
Multipurpose Truck-		
Specialty & Hoisting.....	\$ 14.35	3.49
Pickup Truck (Includes		
Pilot and Sign/Barricade		
Truck).....	\$ 13.93	3.68
Single Axle Truck.....	\$ 14.24	3.77
Truck Mechanic.....	\$ 16.91	3.01

TEAM0435-002 05/01/2000

	Rates	Fringes
Truck drivers:		
Distributor Truck.....	\$ 15.80	5.27
Dump Truck: Over 14 cubic		
yards to and including 29		
cubic yards.....	\$ 15.27	5.27
Dump Truck: Over 29 cubic		
yards to and including 79		
cubic yards.....	\$ 15.80	5.27
Dump Truck: Over 79 cubic		
yards.....	\$ 16.45	5.27
Dump Truck: To and		
including 6 cubic yards &		
over 6 cubic yards to and		
including 14 cubic yards;		
Water Truck.....	\$ 14.93	5.27
Low Boy Truck.....	\$ 17.25	5.27

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

Wage and Hour Administrator

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

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

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

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

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

=====

END OF GENERAL DECISION

Career Service Authority
Supplemental to the Davis-Bacon HIGHWAY Construction Projects rates
(Specific to the Denver Projects)
(Supp 33, Date: 08-05-11)

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (Tunnels Above and Below Ground, shafts and raises):			
	GROUP 1	\$25.12	\$10.81
	GROUP 2	\$25.47	\$10.85
	GROUP 3	\$25.57	\$10.86
	GROUP 4	\$25.82	\$10.88
	GROUP 5	\$25.97	\$10.90
	GROUP 6	\$26.12	\$10.91
	GROUP 7	\$26.37	\$10.94
Power Equipment Operators:			
	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
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Plumbers		\$30.19	\$13.55
Pipefitters		\$30.45	\$12.85
Truck Drivers:			
	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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1 - Air compressor, brakeman, drill operator -smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less

GROUP 2 - Conveyor, handling building materials, ditch witch and similar trenching machine, forklift, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier, self-propelled roller, rubber-tires under 5 tons.

GROUP 3 - asphalt plant, backfiller; cableway signalman; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, elevating graders, elevator operator, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, hydraulic backhoes; road stabilization machine, sandblasting Machine, single unit portable crusher, with or without washer, Tie tamper, wheel mounted, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, clamshells, 5 cubic yards and under, concrete mixer over 1 Cubic yard, concrete pavers 34E or similar, grade Checker, hoist, 2 drums, mechanic, mixer mobile, Portable crusher, with or without washer; tractor with sideboom, roto-M ill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and Backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, motor grader blade-finish, hoist 3 drum or more.

GROUP 6 - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader.

GROUP 7 - tower cranes all types.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Greasemen, Servicemen and Ambulance Drivers, Battery Men, Shuttle Truck or Bus, Flat Rack Tandem Axle.

GROUP 2 - Fork Lift Driver, Straddle Truck Driver, Lumber Carrier, Liquid and Bulk Tankers Single Axle, Combination, Euclid Electric or Similar, Specialty and Hoisting, Truck Drivers Fuel Truck, Grease Truck, Combination Fuel and Grease.

GROUP 3 - Truck Driver Snow Plow, Truck Driver Dump or Type Jumbo and similar type equipment.

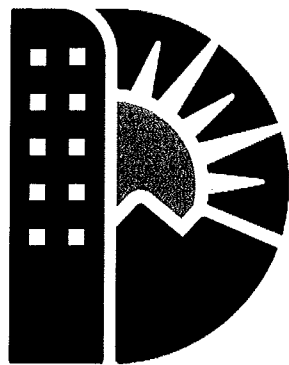
GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards, Tire Man, Cab Operated Distributor Truck Driver.

GROUP 5 - Heavy Duty Diesel Mechanic, Body Man, Welders or Combination Men.

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

CITY AND COUNTY OF DENVER

STATE OF COLORADO



DENVER[®]
THE MILE HIGH CITY

TECHNICAL SPECIFICATIONS

Contract No. 201102486

**2011 CITYWIDE CURB, GUTTER &
CROSSPAN, PHASE I**

**September 12, 2011
PWC2011-2002**

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Engineering Division**

INDEX OF REVISIONS TO TECHNICAL SPECIFICATIONS

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**REVISION OF SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Section 202 of the Standard Specifications is hereby revised as follows:

All equipment, labor, hauling, sorting, removal, delivery and documentation of recyclable materials as per SC-20 "Greenprint Denver Requirements" will not be paid separately; all costs incurred by the Contractor to meet the requirements of SC-20 shall be included in the removal of the related appurtenance.

Subsection 202.02 shall be revised to include the following:

The Engineer will mark the limits of removals in the field.

Removals in the vicinity of trees to remain shall conform to applicable provisions of the Tree Retention and Protection specification, as prepared by Denver Forestry.

Subsection 202.03 is hereby replaced as follows:

All salvable material shown on the plans shall be removed, without unnecessary damage, in sections or pieces that may be readily transported, and delivered by the Contractor to the location noted on the plans, or as directed by the Engineer. The Contractor shall be held responsible for the safekeeping of all salvable materials during the period of the Contract until they are delivered to the City. The Contractor shall make good or replace at his own expense any such materials damaged, stolen or otherwise lost prior to receipt by the City. All salvable materials, as designated on the plans, shall remain the property of the City.

Subsection 202.07 is hereby replaced as follows:

All concrete pavement, sidewalks, structures, curbs, gutters, asphalt pavement, etc., designated for removal, shall be broken into pieces and disposed of outside the limits of the project, unless otherwise designated on the plans, or as directed by the Engineer.

Old concrete construction which abuts new construction, edges of pavement, sidewalks, curbs, etc., to be left in place shall be saw cut to true line with a vertical face.

Where old asphalt construction abuts new construction, edges of asphalt pavement, patching, etc., asphalt to be left in place shall be wheel cut or sawcut to a neat vertical face with minimal jagged edges to the satisfaction of the Engineer. The Engineer, at his discretion, may require asphalt to be sawcut.

Removal of stone curb shall include the complete removal of the curb head and concrete foundation. No payment will be made for sprinkler relocation, utility relocation, etc., beyond the limits of construction as shown on the plans. Stone curb designated for salvage shall be carefully removed to prevent damage and delivered to the location indicated in the plans or specifications, or as directed by the Engineer.

Subsection 202.09 shall be revised to include the following:

Removal of asphalt mat from gutters shall be accomplished by planing, and/or scraping. If the existing gutter is to remain, the gutter shall be cleaned by sandblasting until the pan is completely clean of residue. Gutters which are excessively (greater than one-quarter inch in depth) planed or damaged shall be removed and replaced by the Contractor at his expense. If gutter is designated for removal, no separate payment shall be made for asphalt removal.

Subsection 202.11 shall be revised to include the following:

Removal of concrete paving, crosspans, curb ramps, driveways will be measured by area in square yards, regardless of thickness and includes regarding .

Removal of asphalt mat will be measured by square yard. If the existing asphalt mat is over 9" thick, the unit price will be increased in proportion to the additional thickness (18" asphalt mat will be paid at twice the unit price). If the asphalt mat is greater than 4" and is over concrete pavement, both asphalt removal and concrete pavement removal will be paid. If the asphalt mat is less than 4" and is over concrete pavement, only concrete pavement removal will be paid.

Removal of asphalt mat (planning or milling) will be measured by the square yard, regardless of thickness.

Removal of trolley tracks will be measured by centerline lineal track foot, and shall include the removal of rails, ties, connections, cobblestones and concrete runners.

Removal of asphalt mat from concrete gutter and other concrete designated to remain shall be measured by the square yard. Removal of asphalt mat from gutter shall include sandblasting and compressed air cleaning as part of that pay item.

Remove Siphon will be measured as a lump sum for each siphon and shall include: removing the connector pipe, two (2) inlets, grates and frames, any related materials, concrete, metal, sealant, debris, excavation and suitable backfill placed and compacted, all materials, labor equipment, hauling and disposal needed to complete this item.

Subsection 202.12 is hereby deleted and replaced as follows:

The accepted quantities will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule. Payment shall be full compensation for sawcutting, scraping, sandblasting, removing, hauling and disposal of such items, excavation and subsequent backfill (with moisture/density control per the Revision of Subsection 203.07) to proposed subgrade elevation. The price shall also include salvageable materials removed, their custody, preservation, storage, haul and disposal as provided herein.

Payment will be made under:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Remove Siphon	E.A.
Removal of Stone Curb (Salvaged and Returned to City)	L.F.
Removal of Asphalt Mat from Gutter	S.Y.
Removal of Asphalt Mat (Planing or Milling)	S.Y.
Removal of Concrete Pavement	S.Y.
Removal of Asphalt Mat	S.Y.
Removal of Combination Curb, Gutter and Sidewalk	L.F.
Removal of Curb and Gutter	L.F.
Removal of Curb Head	L.F.
Removal of Sidewalk	L.F.

When the Contract does not include pay items for Removal of Structures and Obstructions, the removal will not be paid for separately but shall be included in the work..

END OF REVISION OF SECTION 202

**REVISION OF SECTION 203
EXCAVATION AND EMBANKMENT**

Section 203 of the Standard Specifications is hereby revised as follows:

Subsection 203.04 shall include the following:

The Contractor shall protect and promptly dewater and recondition all excavations from water regardless of source.

Subsection 203.05 (c), first paragraph, shall include the following:

Approved backfill material shall be Aggregate Base Course (Class 6) or other material approved by the Engineer.

Subsection 203.07 shall include the following:

Unless otherwise indicated on the plans, the density requirements for embankment material shall be: clay soils – 95% of the maximum density determined in accordance with AASHTO T-99; granular soils – 90% of the maximum density determined in accordance with AASHTO T-180.

Proof rolling of the subgrade shall be required. Proof rolling shall be done after specified compaction has been obtained. Proof rolling shall be conducted with a double tandem ten wheel end-dump truck, loaded to a minimum gross weight of 45,000 pounds, or other equipment as approved by the Engineer. Areas found to be weak and those areas which failed shall be ripped, scarified, dried or wetted as necessary and recompacted to the requirements for density and moisture at the Contractor's expense.

Where unsuitable material is encountered below proposed subgrade, the Engineer may require the Contractor to remove the unsuitable materials as muck excavation and backfill to the finished grade with Class 6 aggregate base course, or other approved material. The Engineer may designate as unsuitable those soils that are detrimental to the finished roadway. All unsuitable material shall be disposed of as directed.

Subsection 203.12 shall include the following:

Muck excavation, as designated by the Engineer, will be measured in the field.

Subsection 203.13 is revised as follows:

Proof rolling, blading, wetting, drying, and dozing, will not be measured and paid for separately, but shall be included in the cost of the work.

Haul and disposal will not be measured and paid for separately but shall be included in the cost of the work.

When the contract does not include pay items for Unclassified Excavation and Embankment Material, these items will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 203

**REVISION OF SECTION 208
EROSION CONTROL**

Section 208.07 of the Standard Specifications is hereby revised as follows:

Only Storm Drainage Inlet Protection will be measured and each Bid Item unit includes all materials, equipment and labor necessary to protect each inlet regardless of the size or type as per the current City of Denver Stormwater Management Plans / (SWMP) requirements. All other work including all materials, equipment and labor, to permit, set-up, maintain, document, remove and clean-up all erosion control as per current City of Denver Stormwater Management Plans / (SWMP) requirements will not be paid separately; all costs incurred by the Contractor to meet the requirements of the SWMP unless provide for in the Bid shall be included in the related appurtenance.

Payment will be made under:

PAY ITEM

PAY UNIT

Storm Drainage Inlet Protection

E.A.

When the contract does not include pay items for Erosion Control, these items will not be paid for separately but shall be included in the work.

**REVISION OF SECTION 209
WATERING AND DUST PALLIATIVES**

Section 209 of the Standard Specifications is hereby revised as follows:

Subsections 209.07 and 209.08 shall be revised as follows:

Water will not be measured and paid for separately but shall be included in the cost of the work.

END OF REVISION OF SECTION 209

**REVISION OF SECTION 210
RESET STRUCTURES**

Section 210 of the Standard Specifications is hereby revised as follows:

Subsection 210.01 shall include the following:

This work shall also consist of restoring existing landscaping that is disturbed during construction to its original or improved condition. This item applies to all landscaping within the limits of construction. Materials used to restore landscaping shall be replaced "in-kind" unless otherwise approved by the Engineer.

Subsection 210.02 shall include the following:

"Restore Landscaping, In Kind" shall include restoring all landscaping that is disturbed within the limits of construction. This includes landscape concrete and asphalt pavers, landscape rock, flowers, shrubs and landscape timbers. The Contractor shall be required to maintain the landscaping planting in accordance with Section 214.

Subsection 210.09 shall include the following:

Signs and traffic signals shall be reset in accordance with the City and County of Denver Transportation Engineering requirements at locations indicated on the plans. It will be the Contractor's responsibility to supply and install any new materials needed to restore the signs and traffic signals to service at the new location.

Subsection 210.10 shall include the following:

Manholes, water meters and valves shall be adjusted in accordance with the applicable standards of the Utility Owner. The Contractor will be responsible for determining the proper Utility Owner and coordinating these adjustments.

Survey range boxes shall be adjusted as directed by the Engineer.

Reset Inlet Grate will include for each existing single inlet all materials, equipment and labor, to remove and dispose of the existing castings and provide and place new castings with mounting hardware, grout and up to 1 course of standard brick riser as per Wastewater Standard Details DRWG NO. S-716 and all other labor, equipment, materials and hauling and disposals necessary to complete the work.

Restoration of landscaping beyond limits outlined on the plans and/or as marked in the field by the Engineer will not be paid for.

Subsection 210.12 shall include the following:

The quantity to be measured where items are reset, adjusted or restored on a "square foot" basis shall be the actual number of square feet of the items completed and accepted.

Subsection 210.13 shall be revised to include the following:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Restore Landscaping, In-Kind	S.F.
Reset Ground Sign	EA
Adjust Manhole, Meter, Valve	EA
Reset Inlet Grate and Frame	EA

When the contract does not include pay items for Reset Structures, these items will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 210

**REVISION OF SECTION 212
SEEDING, FERTILIZER AND SODDING**

Section 212 of the Standard Specifications is hereby revised as follows:

Subsection 212.01 shall include the following:

Work performed in areas under the jurisdiction of Denver Parks and Recreation Department shall conform to the standards of that Department.

Subsection 212.04 shall include the following:

At the direction of the engineer seeding will be accepted in lieu of sodding.

Subsection 212.08 is hereby revised to include the following:

Sodding beyond the limits outlined on the plans and/or as marked in the field by the Engineer will not be paid for.

PAY ITEM

Sodding

PAY UNIT

S.F.

When the contract does not include pay items for Seeding, Fertilizer and Sodding, these items will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 212

**REVISION OF SECTION 304
AGGREGATE BASE COURSE**

Section 304 of the Standard Specifications is hereby revised as follows:

Subsection 304.06 is revised as follows:

All material within the street section shall be compacted to 95% of maximum density as determined in accordance with AASHTO T-99; all areas outside the street section shall be compacted to 90% of the maximum density determined in accordance with AASHTO T-180.

Subsection 304.08 is hereby revised as follows:

Payment will be made under:

PAY ITEM

Aggregate Base Course
(Class 6) (Complete in-Place)

PAY UNIT

Ton

When the contract does not include pay items for Aggregate Base Course, these items will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 304

**REVISION OF SECTION 306
RECONDITIONING**

Section 306 of the Standard Specifications is hereby revised as follows:

Subsection 306.01 shall be revised to include the following:

All existing subgrade on alleys and streets from back of curb to back of curb shall be reconditioned.

Subsection 306.02 shall be revised to include:

Unless otherwise indicated on the plans, the density requirements for reconditioning shall be:

Clay Soils - 95% of the maximum density determined in accordance with AASHTO T-99

Granular Soils - 90% of the maximum density determined in accordance with AASHTO T-180

Subsection 306.04 is revised as follows:

Reconditioning will not be measured and paid for separately but shall be included in the work.

END OF REVISION OF SECTION 306

**REVISION OF SECTION 401 AND 403
PLANT MIX PAVEMENTS**

Sections 401 and 403 of the Standard Specifications for Road and Bridge Construction are hereby deleted and replaced with the Comprehensive Specifications for the Metropolitan Government Pavement Engineers Council (MGPEC), included herein. Section 9.16 of the MGPEC Specifications is hereby deleted and replaced as follows:

HMAP patching or overlay shall be paid by the ton by batch ticket. Tack Coat will not be measured and paid for separately but shall be included in the cost of the work.

Payment will be made under:

PAY ITEM

HBP Patch/Overlay

PAY UNIT

Ton

When the contract does not include pay items for Plant Mix Pavements, these items will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 401 / 403

**REVISION OF SECTION 412
PORTLAND CEMENT CONCRETE PAVEMENT**

Section 412 of the Standard Specifications is hereby revised as follows:

Subsection 412.01 shall be revised to include the following:

This work shall also include driveway, crossspan, bus pad and alley paving.

Subsection 412.03 shall be revised to include the following:

Mix designs must be submitted for approval by the Engineer and shall be designed for the opening times required by the Traffic Control Plan. Such mix designs shall be submitted in a timely manner so as not to delay the scheduled commencement of the project, taking into account time for testing of the mix by the Contractor's laboratory.

Subsection 412.04 shall be deleted and replaced with Subsection 601.05, with the following revisions:

Calcium chloride (up to 1 percent by weight of cement) or Type C or E accelerators may be used under the following conditions:

- a) The median daily temperature is less than 55 degrees (Average of previous three days).
- b) The date of placement is between September 30th and May 30th.
- c) The concrete temperature may not exceed 80 degrees F prior to placement.

Difficulties encountered as a result of use of accelerators, the costs of associated delays, and corrective action costs shall be borne by the Contractor.

When High Early Strength is requested by the engineer for the convenience of the City, a field strength of 2500 psi shall be achieved in 24 hours or less. An additional charge per cubic yard will be negotiated and paid for high early concrete when directed to be used by the engineer. If high early concrete is placed by the contractor without the request of the City the entire additional cost will be borne by the contractor. When directed by the Engineer, a maturity meter (James Instrument Model No. 3006) shall be used to monitor on-site maturity of pavement concrete. The Contractor shall establish a maturity versus strength relationship for the concrete mixture being used. This correlation may be achieved by casting and curing cylinders on site, monitoring temperature and maturity of cylinders and paving concrete versus time, and testing cylinders at time intervals to establish the correlation.

Subsection 601.05, Paragraph 5, Item (2), referencing use of fly ash, shall be deleted.

Subsection 412.10 shall be revised to include the following:

The Contractor is required to submit a detailed breakdown of paving equipment, vibratory devices, finishing tools, and provisions for protection from or avoidance of damage from weather impacts. This information shall be submitted for approval by the Engineer prior to commencing any construction activities.

Subsection 412.12 shall be revised to include the following:

The Contractor shall insure that new concrete items built under this contract drain properly and, as such, there are no areas of standing water on new concrete items.

The Contractor shall protect all new concrete items built under this Contract against defacement, or other injury, from any cause. If said damage cannot be adequately repaired to the satisfaction of the Engineer, the Contractor shall remove and replace the unacceptable items at Contractor's expense.

Subsection 412.13(a) 1, shall be deleted and replaced with the following:

Longitudinal Construction Joints. Keyways in longitudinal construction joints are optional.

Deformed steel tie bars of specified length, size, spacing, and material shall be placed perpendicular to the longitudinal joints by an approved method. When adjacent lanes of pavement are constructed separately, Grade 40 (not Grade 60) tie bars may be bent at right angles against the form of the first lane constructed and straightened into final position before the concrete of the adjacent lane is placed. If epoxy-coated steel tie bars are bent and then straightened into final position, at the Engineer's discretion the bars shall be repainted with epoxy coating prior to placement of the adjacent concrete. The tie bars shall be inserted into the plastic state concrete between the auger and the vibrators. Other methods of the bar placement may be acceptable if the Contractor can demonstrate satisfactory performance of his alternate method. Proposals of alternate methods or additional costs associated with other methods shall be at the Contractor's expense.

Subsection 412.13(b), delete the first sentence and replace it with the following:

Weakened plane joints shall be formed by sawing to the depth specified on the drawings, in accordance with the requirements of this subsection or as otherwise approved by the Engineer, except as follows: When required to adhere to the City Noise Control Ordinance, joints shall be formed initially by deep tooling or "soft-cut" methods, followed by sawing at the first available time within the ordinance.

Subsection 412.13(b) 2, delete the first and second paragraphs and replace with the following:

Transverse weakened plane joints shall be formed by sawing a groove in hardened concrete in accordance with plan details.

The Contractor shall cut the transverse and longitudinal joints to the width and depth required. The cut shall be made with a power driven saw. Any damage to the concrete pavement such as spalling or fracturing shall be repaired by the Contractor as directed by the Engineer at no cost to the project. The joints shall be immediately flushed with water to remove any sawing residue from the joint and pavement surface.

If concrete approaches or any widening beyond the width of the initial pass is constructed subsequent to the driving lanes, transverse weakened plane joints shall immediately be formed in the approaches extending from any joints in the driving lanes.

Subsection 412.13(b) 2, shall be revised to include the following:

The time schedule for sawing weakened plane joints shall be as follows: Every second joint shall be sawed 2 to 12 hours after pavement placement, provided the concrete has sufficiently set so as to preclude the dislodging of aggregate particles by the saw. Unless otherwise directed by the Engineer, the exact time of sawing shall be determined by the Contractor and will be dependent on weather conditions, ambient temperature, mix characteristics and other factors that may affect the setting time of the concrete. Every effort shall be made to saw early enough to control or limit random cracking. The intermediate joints shall be sawed prior to opening to traffic, but in no case longer than 48 hours after placement of the concrete.

The Contractor shall adhere to the City Noise Control Ordinance. In the event that the need for saw cutting is anticipated during restricted time periods, a "soft-cut" saw shall be used before restricted

hours, or deep tooling of joints shall be performed on plastic concrete, followed by saw cutting of the concrete as soon as possible during unrestricted hours. At the discretion of the Engineer, saw cutting will be prohibited between 10:00 p.m. and 7:00 a.m.

Subsection 412.18 shall be deleted and replaced with the following:

412.18 Sealing Joints.

This work shall consist of sawing, cleaning and sealing Portland cement concrete pavement joints for new pavements.

Cleaning, repairing and proper curing of any spalls, fractures, breaks or voids in the concrete surface of the joints shall be accomplished at least 4 days prior to installing the backer rod material or joint sealant. Joint sealing or resealing shall be performed only when the ambient and pavement temperatures are 50 degrees F or higher, unless otherwise approved by the Engineer. The pavement surface and joints shall be dry and the sealant shall not be placed unless the weather conditions are dry. The sealant shall be placed a minimum of 4 days after joints are washed clean.

The Contractor shall thoroughly clean the joint and adjacent pavement for a width of not less than one inch on each side of the joint of all scale, dirt, dust, residue, or any foreign material that will impair bonding of the joint sealant. Immediately prior to the placement of backer rod material and the sealant, the joints shall be cleansed using a minimum of 100 psi compressed air.

Work shall be stopped when and if it is found that there oil or moisture in the compressed air. Work shall not resume until suitable adjustments are made. The Contractor is to check for such oil or moisture at the start of every work cycle and periodically during the cycle using an Engineer approved method. The backer rod shall be placed in such a manner that the grade for the proper depth of the sealant material is maintained. Under no conditions shall the Contractor place the backer rod material or the sealant if there is dust, moisture, oil or any foreign material on that portion of the concrete that is to receive the backer rod material or joint sealant.

A copy of the manufacturer's recommendations pertaining to the heating and application of the sealant shall be submitted to the Engineer prior to the beginning of work, and these recommendations shall be adhered to by the Contractor, with such exceptions as this specification may require.

The sealant material shall be hot applied into the joint using equipment and techniques recommended by the joint sealant manufacturer. The surface of the finished joint seal shall have a flat level surface that is $3/16 \pm 1/16$ inch below the surface of the concrete pavement. Sealant not placed within these tolerances will not be measured and paid for, and the Contractor shall remove the joint sealant material and clean and reseal these joints in accordance with the criteria outlined in the special provision at no additional cost to the project. If, in the opinion of the Engineer, the Contractor shows an inconsistency in his ability to fill the joints to the required dimensions, the Contractor shall cease his operations until such time as he can comply with the required criteria in a consistent manner.

In addition, the Engineer may elect to check for bonding or adherence to the sides of the joint. Material shall conform to Subsection 705.01(a).

The joint material must withstand a 20 pound pull force applied perpendicular to the joint as indicated in "COLORADO PROCEDURE 67-90".

Subsection 412.22 shall be deleted and replaced with the following:

The pavement shall be cleaned and opened to traffic in accordance with the time requirements shown on the plans or in the specifications.

Pavement shall not be opened until it has reached a compressive strength of 2500 psi in-place, regardless of the curing time required by the Traffic Control Plan. The TCP may necessitate the required compressive strength to be attained within 72 hours or less.

Subsection 412.24 shall be revised to include the following:

Payment under Concrete Pavement shall be full compensation for all materials and labor required to complete the various pavement sections, including the areas of thickened edges, driveways, bus pads and alley paving.

New curb and gutter that is adjacent to new concrete pavement will not be measured and paid for separately but included in the square yard measurement for concrete pavement. Measurement and payment will be to back of curb except where curb ramp limits overlap.

PAY ITEM

Concrete Pavement
Saw Cut for Expansion Joint

PAY UNIT

S.Y.
L.F.

Saw Cut for Expansion Joint includes those areas where existing pavement must be cut for the sole purpose of installing an expansion joint. Payment shall be full compensation for "soft cutting" and tooling necessitated by Noise Ordinance, saw cutting hardened concrete, cleaning out the saw cut, expansion material and sealant.

When the contract does not include pay items for Portland Cement Concrete Pavement, these items will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 412

**SECTION 413
CONCRETE PATCHING AND CURB HEAD REPLACEMENT**

DESCRIPTION

413.01 This work consists of patching and curb head replacement on existing concrete pavement.

MATERIALS

413.02 Concrete patching material must be a one component system that requires an exact addition of water. They must meet the following performance requirements at maximum water.

A.	Bond Strength:	1 Day	1500 psi.
	ASTM C-882	7 Days	2500 psi.
B.	Length Change:	28 Days Dry	-0.05%
	ASTM C-157	28 Days Wet	+0.05%
C.	Compressive Strength:	2 Hours	2500 psi.
	ASTM C-109	1 Day	5000 psi.
		7 Days	7000 psi.

Aggregate shall consist of 3/8" clean, washed and dried gravel or crushed stone of reasonably uniform quality throughout.

Five Star Highway Patch by U.S. Grout Corporation and HD-50 Heavy Duty Concrete Patch by Dayton Superior Corporation are approved concrete patching material.

CONSTRUCTION REQUIREMENTS

413.03 Preparation of Concrete Surface:

Remove all grease, oil, dirt, curing compounds, laitance and other deleterious materials from the concrete. Roughen the surfaces by sand blasting and provide a near vertical face on the edges of existing concrete to ensure bond. Loose or broken concrete shall be removed. If any existing rebar reinforcing is exposed, it shall be sandblasted. All surfaces shall be thoroughly saturated, and free standing excess water shall be removed with clean compressed air before applying the structural repair material. Minimum depth of patching is 2 inches.

413.04 Placing Concrete Patch Material:

Carefully read and understand the manufacturer's instructions as printed on the container. The mixing operation should be close to the repair area. A mortar mixer is recommended. For small quantities, an electric drill and paddle mixer is recommended. The mixing order for mortar type mixer shall be as follows:

1. Clean water shall be placed in the mixer at the rate specified on the container instructions. Water content is critical; do not deviate from the amount specified.
2. When temperatures exceed 90°F, a prepackaged set retarder shall be used as recommended by the manufacturer. Add retarder to mixing water, maximizing dispersion in the mix.

3. For pours with greatest depth exceeding 3", 3/8 inch clean washed pea gravel shall be added to the mix at a rate not to exceed 25 lbs. per 50 lb. pail.
4. Add the repair material. This sequence is important in order to produce a consistent mix and to reduce mixing time. Allow approximately 3 minutes mixing time.
5. When pouring large volumes of material, special consideration should be given to maintaining a continuous flow of material producing a wet leading edge. More than one mixer may be necessary to deliver enough material to insure no cold joints.

Place the mixed material into the prepared area, starting from one side of the repair and working to the other side. Do not place the repair material in lifts. Work the material firmly into the bottom and sides of the repair. Screed the material to the desired level. Close up edges of the repair with a trowel. Finish the material to the desired texture. Do not re-temper the material. Clean the mixer and tools periodically with water to prevent build-up, especially in hot temperatures. As soon as the material sets, all exposed surfaces must be thoroughly saturated for 30 minutes.

413.05 Concrete Curb Head Replacement. Concrete curb head that was paved with the concrete pavement shall be constructed as follows:

1. Remove broken curb head and concrete pieces from sound concrete.
2. Place no. 4 deformed bars, 18" O.C. by drilling. Place no. 4 horizontal bars across vertical bars per detail, attached herein.
3. Prior to pouring new curb head, sand blast existing concrete pavement at curb head location or use other cleaning method as approved by the Engineer.
4. Saturate sand blasted area and remove standing water immediately prior to replacing concrete.
5. Consolidate concrete by use of high frequency internal vibrators.
6. Provide 1/8" open joint in curb head at existing contraction joints in concrete pavement.

METHOD OF MEASUREMENT

413.06 Concrete patching will be measured by the square foot at the depth specified or as required by the Engineer. Curb head replacement will be measured by the lineal foot along the front of the curb head.

BASIS OF PAYMENT

413.07 The accepted quantities will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule.

Payment will be made under:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Concrete Patching	S.F.
Concrete Curb Head Replacement	L.F.

All work necessary and incidental to the concrete patching and curb head replacement will not be measured and paid for separately but shall be included in the work.

END OF SECTION 413

**REVISION OF SECTION 601
STRUCTURAL CONCRETE**

Section 601 of the Standard Specifications is hereby revised as follows:

Table 601-1, footnote (7) shall be revised to include the following:

When No. 67 or No. 57 coarse aggregate is used as the largest aggregate in the mix, the required air content shall be 5% to 8%.

Subsection 601.05, Paragraph 5, Item (2), referencing the use of fly ash, shall be deleted.

Subsection 601.06, Item 7, is modified as follows:

(7) Supplier's Mix I.D. number

Subsection 601.07, (d) is deleted. Self-contained mobile mixers will not be allowed.

END OF REVISION OF SECTION 601

**REVISION OF SECTION 608
SIDEWALKS AND BIKEWAYS**

Section 608 of the Standard Specifications is hereby revised as follows:

Subsection 608.02 shall be deleted in its entirety and replaced with the following:

Materials shall meet the requirements specified in the following subsections:

Joint Fillers 705.01

Concrete for sidewalks, curb ramps and bikeways shall be Class "P", as specified in subsections 601.02 and 601.03, except that No. 67 coarse aggregate shall be used.

The concrete curb ramp shall include the cost of an approved truncated dome material and its installations. A sample of the truncated dome material shall be submitted to the Engineer/Project Manager for approval prior to construction

All concrete used for Bikeways shall be reinforced with polypropylene fibers. Polypropylene fibers shall be FIBERMESH or FORTA FIBRE. Length of fibers shall be as recommended by the manufacturer. Add 1.5 pounds FIBERMESH or FORTA FIBRE per cubic yard of concrete.

The use of calcium chloride, as permitted under Revision of Section 412, subsection 412.04, is prohibited in colored concrete.

Subsection 608.03(a) shall be revised as follows:

Delete the third sentence and add:

Where excavation to the finished grade elevation results in subgrade of unsuitable soil, the Engineer may designate the unsuitable material to be removed and replaced with approved material. Removal of unsuitable material shall be paid for as Muck Excavation in accordance with Revision of Section 203.05(c), and backfilled with Class 6 Aggregate Base Course, or other material approved by the Engineer.

Subsection 608.03(d) shall be revised to include the following:

Finishing shall occur only after the disappearance of bleed water. The addition of superficial water to the surface of the concrete to assist in finishing operations will not be permitted. Sprinkling of pigment onto the fresh surface will not be permitted.

Subsection 608.03(e) shall be revised to include the following:

For Bikeways, control joints shall be zipstrip or sawcut to a minimum depth of ¼ of the total slab thickness and no greater than ¼ inch wide. Control joints shall be spaced at 10 feet on center or as noted on the plans. Any damage to the concrete such as spalling, dislodging of aggregate particles, or cracking will be repaired by the Contractor at no additional cost to the Project. If said damage cannot be adequately repaired to the satisfaction of the Engineer, the Contractor shall remove and replace the damaged concrete at no additional cost to the Project.

Subsection 608.03(f) shall be revised to include the following:

The Contractor shall insure that new concrete items built under this contract drain properly and, as such, there are no areas of standing water on new concrete items.

The Contractor shall protect all new concrete items built under this Contract against defacement, or other injury, from any cause. If said damage cannot be adequately repaired to the satisfaction of the Engineer, the Contractor shall remove and replace the unacceptable items at Contractor's expense.

Subsection 608.06 shall be revised to include the following:

Excavation to proposed subgrade elevation will not be paid for separately but shall be included in the work associated with Section 201, Clearing and Grubbing or Section 202, Removal of Structures and Obstructions.

PAY ITEM

PAY UNIT

Concrete Sidewalk

S.Y.

Concrete Curb Ramp

S.Y.

Payment shall be full compensation for labor and materials including, but not limited to, reconditioning, grading, backfill, curing compound, control and expansion joint and sealant as required to complete these Pay Items.

Excavation to proposed subgrade elevation will not be paid for separately but shall be included in the work associated with Section 202, Removal of Structures and Obstructions.

END OF REVISION OF SECTION 608

**REVISION OF SECTION 609
CURB AND GUTTER**

Section 609 of the Standard Specifications is hereby revised as follows:

Subsection 609.01 shall be revised to include the following:

Combination Curb, Gutter, and Sidewalk
Variable Height Curb Head
Curb and Gutter, Variable Height Curb Head

Subsection 609.02 shall be revised as follows:

In the first paragraph, reference to Section 703.07, Bed Course Material, shall be deleted.

Paragraph 2 shall be deleted and replaced with the following:

Concrete shall conform to the requirements for Class “P” concrete as specified in subsections 601.02 and 601.03. When curb machines are used, the Contractor will be permitted to use AASHTO M 43 Size 57 or 67 aggregate in lieu of the coarse aggregate specified in Table 601-1, and a lesser slump will be permitted.

Subsection 609.03(a) shall be revised as follows:

Excavation. Excavation shall conform to the requirements of the Revision of Section 608, Subsection 608.03(a).

Subsection 609.03(c) shall be revised to include the following:

The Contractor shall protect all new concrete items built under this Contract against defacement, or other injury, from any cause. If said damage cannot be adequately repaired to the satisfaction of the Engineer, the Contractor shall remove and replace the unacceptable items at Contractor’s expense.

Subsection 609.03(d) shall be revised to include the following:

For construction of curb and gutter adjacent to existing concrete pavement, the joint pattern shall match that of the concrete pavement. The joint pattern shall be approved by the Engineer prior to construction.

Subsection 609.03(i) shall be revised to include the following:

The Contractor shall insure that new concrete items built under this contract drain properly and, as such, there are no areas of standing water on new concrete items.

Subsection 609.07 shall be revised to include the following:

Payment will be made under:

PAY ITEM

PAY UNIT

Combination Curb, Gutter and Sidewalk ('-')	L.F.
Variable Height Curb Head	L.F.
Curb and Gutter, Variable Height Curb Head	L.F.

Payment shall be full compensation for labor and materials including, but not limited to, reconditioning, grading, backfill, curing compound, control and expansion joint and sealant as required to complete these Pay Items..

Excavation to proposed subgrade elevation will not be paid for separately but shall be included in the work associated with Section 202, Removal of Structures and Obstructions.

END OF REVISION OF SECTION 609

**REVISION OF SECTION 625
CONSTRUCTION SURVEYING**

Section 625 of the Standard Specifications is hereby clarified with the following:

The Contractor shall furnish all equipment, materials and qualified personnel/labor as needed for construction staking and to establish lines and grades as necessary to complete the work and ensure drainage.

When the contract does not include pay items for Construction Surveying, this item will not be paid for separately but shall be included in the work.

END OF REVISION OF SECTION 625

**REVISION OF SECTION 623
IRRIGATION SYSTEM**

Section 623 of the Standard Specifications is revised as follows:

Subsection 623.01 is revised to include the following:

Irrigation systems within twelve inches (12”) of the reconstruction areas which are damaged as a result of the reconstruction activity will be repaired and paid for. Irrigation systems beyond this limit which are damaged by the Contractor will be repaired by the Contractor at no expense to the City.

Subsection 623.02 is revised to include the following:

Materials required to be replaced shall be of like kind to those removed. If like kind materials are unavailable, the Contractor may substitute comparable materials of comparable quality, if approved by the Engineer.

Materials used in areas under the jurisdiction of the Denver Parks Department shall comply to the current specifications of that department.

Subsection 623.28 is revised to include the following:

Pipes and fittings will be measured by the lineal foot, regardless of type, size or manufacturer and shall be paid under “Sprinkler System – Irrigation Reconstruction.”

New Sprinkler heads will be measured per each, regardless of type, size or manufacturer, and shall be paid under “Sprinkler System – Sprinkler Head.”

Sprinkler heads to be adjusted will be measured per each regardless of type, size or manufacturer, and shall be paid under “Sprinkler System – Adjust Sprinkler Head.”

Subsection 623.29 is revised to include the following:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Sprinkler System – Irrigation Reconstruction	L.F.
Sprinkler System – New Sprinkler Head	EA
Sprinkler System – Adjust Sprinkler Head	EA

END OF REVISION OF SECTION 623

**REVISION OF SECTION 626
MOBILIZATION**

Section 626 of the Standard Specifications is revised as follows:

Section 626.01 shall be revised to including the following:

The list of work locations for this project is not included within this Contract document. There is no guarantee that all the locations assigned will be done under the Contract or in any priority order, and the Contractor shall consider mobilization costs when scheduling locations are not paid separately. Locations may be revised by the Engineer and additional locations may be added to the list by the Engineer.

Section 626.02 of the Standard Specifications is hereby revised as follows:

Mobilization shall not be measured and paid for separately but shall be included in the price of the work.

END OF REVISION OF SECTION 626

**REVISION OF SECTION 627
PAVEMENT MARKING**

Section 627 of the Standard Specifications is revised as follows:

Subsection 627.01 is revised to include the following:

The Contractor is responsible for installation and removal of temporary pavement marking. The Contractor shall coordinate the work of the striping Contractor, including traffic control devices and flaggers.

Subsection 627.03 is revised to include the following:

The Contractor shall replace permanent pavement markings damaged or removed as a result of the work. Pavement marking material shall be new material of the same type which existed prior to the work commencing.

Subsection 627.11 is revised as follows:

Installation and removal of temporary pavement marking will not be measured and paid for separately, but shall be included in the cost of item 412.

Permanent paving marking will not be measured and paid for separately, but shall be included in the cost of item 412.

END OF REVISION OF SECTION 627

**REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL**

Section 630 of the Standard Specifications is hereby revised as follows:

Subsection 630.01 shall be modified to read:

...as required by, in descending order of precedence, these plans and special specifications, Traffic Barricade Manual published by the City and County of Denver, the Standard Specifications, as augmented by the Colorado Department of Transportation M and/or S standards, and the Manual on Uniform Traffic Control Devices for Streets and Highways.

Subsection 630.02 through 630.08 shall be as provided in the City and County of Denver Traffic Barricade manual, latest edition. Modifications to said manual are:

Section III shall include:

Traffic Control. Traffic control through the construction area is the responsibility of the Contractor. Before starting construction the Contractor shall submit, in writing, the proposed Method of Handling Traffic (MHT) for the initial phase of construction. When a different MHT is required for a subsequent construction phase, it must be submitted two weeks prior to starting that phase. All proposed MHTs shall be approved, in writing, by the Engineer. No phase of construction shall start until an acceptable MHT has been received and approved by the Engineer. The proposed methods shall include, as a minimum, the following:

A detailed diagram that shows the location of all sign placements, including advance construction signs (if not previously approved) and speed limit signs; method, length and time duration for lane closures; and location of flag persons.

Certain traffic control devices may be used for more than one operation or phase.

Number of hours for uniformed traffic control shall be tabulated for submittal.

Approval of the proposed MHT is intended to indicate those devices for which payment is to be made. Such approval does not relieve the Contractor of liability specifically assigned to him under the contract. The Contractor shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, and obstructions.

VI.B.3 therein shall include:

Non-metallic drums may be substituted for vertical panel channelizing devices.

VI.F shall include:

The Contractor shall, at the preconstruction conference, designate one of his employees, other than the Superintendent, to be responsible for traffic control management. This responsibility shall include management of the Contractor's signing and all other details covered by the Specifications which contribute to the convenience, safety, and orderly movement of traffic and to the comfort of the traveling public. The designated employee will have the Certification of the Traffic Control Supervisor as a Worksite Traffic Supervisor by the American Traffic Safety Services Association (ATSSA) in lieu of completion of the CDOT minimum training requirements.

Traffic control management shall be maintained on a 24-hour per day basis. The Contractor shall make arrangements so that the Traffic Control Supervisor or his approved representative will be available on every working day, "on call" at all times and available upon the Engineer's request at other than normal working hours. The Traffic Control Supervisor shall have an up-to-date copy of part VI of the MUTCD, pertaining to traffic controls for street and highway construction, as well as the City and County Traffic Barricade manual, available at all times.

VI.F.2 The third item shall read:

The flagger's STOP/SLOW sign paddle shall be 18 inches with letters six inches high.

Subsections 630.09 through 630.14 of the Standard Specifications shall apply except as otherwise provided herein.

Subsection 630.09 (4) shall be revised to include the following:

Access to driveways shall be maintained at all times during construction. The Contractor shall coordinate driveway work with the property owner.

Subsection 630.14 shall be replaced as follows:

Payment for traffic control shall be as follows:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Traffic Control Arterial*	LS/DAY
Traffic Control Local/Collector*	LS/DAY
Uniformed Traffic Control Officer	HOUR

The amount paid per day shall not exceed one unit of Traffic Control for an Arterial, one unit of traffic control for Local/Collector, and/or one unit of traffic control for concrete street repair.

* - The designation of which roads are arterials and which roads are local/collector shall be determined using the Cities predesignation found on the City's GIS system.

Subsection 630.15 shall be revised to include the following:

When the contract bid schedule includes Traffic Control pay items as a lump sum per day:

A day shall be defined as the time from 12:00 midnight to 12:00 midnight. Traffic Control devices will not be measured but will be paid for on a lump Sum basis.

When the contract bid schedule does not include pay items for Traffic Control; Payment for all Traffic Control shall be included in the work.

END OF REVISION OF SECTION 630

**SECTION 631
PUBLIC INFORMATION SERVICES**

DESCRIPTION

631.01 The work consists of providing various public involvement activities for the project.

REQUIREMENTS

631.02 The Contractor shall provide the following public information services on an ongoing basis throughout the duration of the project:

- (a) A contact person for the project shall be designated by the Contractor at the pre-construction meeting. This individual shall be primarily responsible for maintaining communications with the Engineer and affected businesses and property owners.
- (b) The Contractor will also distribute flyers to all residences and businesses impacted by construction no less than 48 hours prior to commencing removal operations, outlining the proposed work as well as the company name, phone number, and contact person familiar with the project. The flyer shall be submitted for City approval at the preconstruction conference prior to distribution on the job site. The cost of the flyer and its distribution shall be included in the work.

METHOD OF MEASUREMENT

631.03 Public information services will not be measured and paid for separately, but shall be included in the work.

END OF SECTION 631

**REVISION OF SECTION 705
JOINT, WATERPROOFING AND BEARING MATERIALS**

Section 705 of the Standard specifications is hereby revised for this project as follows:

Subsection 705.01(a) shall be revised to include the following:

Sealant shall be heated only for the time limit recommended by the manufacturer. Also, the sealant shall not be reheated more times than recommended by the manufacturer.

Subsection 705.01 shall be revised to include the following:

(c) Hot Joint Sealants, Concrete Pavement. Hot-poured joint sealer material for concrete slab joints shall conform to the requirements of ASTM D 1190 or ASTM D 3405 and to the following:

Mortar blocks for the bond test shall be as described in ASTM D 1191

Coal tar base material is not acceptable.

The shipping containers shall be marked by the manufacturer with the name of the material, the name and brand of the manufacturer, the weight, the batch number and the safe heating temperature.

The materials shall be stored in accordance with manufacturer's recommendations, but they shall not be exposed to ambient temperatures in excess of 125 degrees F, or stored in direct sunlight.

The sealer material shall be melted in a heating kettle, or tank, constructed as a double boiler, with a space between the inner and outer shells filled with oil, asphalt, or other material for heat transfer and for positive temperature control.

The heating and melting unit shall be equipped so that the heat may be adjusted to provide control of the temperature of the heating medium used for melting the sealer material. The sealer material shall not be subjected to temperatures in excess of 450 degrees F at any stage or time during the melting operation.

END OF REVISION OF SECTION 705