

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE

Contract Documents

Contract Number: 202683062

2026 Street Maintenance Milling Only Contract

February 3, 2026



NOTICE TO APPARENT LOW BIDDER

**Western Plains Construction LLC
8134 Conifer Road
Denver, CO 80221**

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **March 10, 2026**, for work to be done and materials to be furnished in and for:

Contract 202683062 - 2026 Street Maintenance Milling Only Contract

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: **Eleven (11) bid items (202-00204 through 631-00000)** the total estimated cost thereof being: **One Million One Hundred Fifty-One Thousand Three Hundred Thirty-Five Dollars and Zero Cents (\$1,151,335.00)**.

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. Payment and Performance Bond along with One original Power of Attorney relative to Performance and/or Payment Bond.

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

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

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



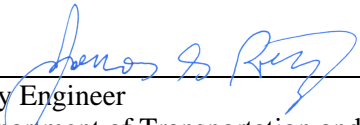
NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202683062

Page 2

Dated at Denver, Colorado this 26th day of March 2026.

CITY AND COUNTY OF DENVER

By: 
City Engineer
Department of Transportation and Infrastructure

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

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

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE

Bid Form Package

Contract Number: 202683062

2026 Street Maintenance Milling Only Contract

February 3, 2026

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

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

BIDDER'S CHECKLIST

These forms comprise the Bid Form and Submittal Package. Please note that a copy of the executed Bid Bond is to be submitted via Rocky Mountain E-Purchasing (“BidNet”) at the time of bid opening.

Bidders must complete the Unit Item Pricing in the Documents & Items section of the solicitation in [BidNet](#). The totals from the Item Pricing are required on page BF-7 of the Submittal Package.

PAGE NO.	ACTION ITEM(S)	COMPLETE
BF-4 – BF-5	• Use legal name, per Colorado Secretary of State (SOS).	<input checked="" type="checkbox"/>
	• Provide contact and signatory information.	<input checked="" type="checkbox"/>
	• Provide acknowledgment signature and attestation (if required).	<input checked="" type="checkbox"/>
BF-6	• Use legal name, per Colorado Secretary of State (SOS).	<input checked="" type="checkbox"/>
BF-7	• Calculate Textura® Fee from chart on page BF-3.	<input checked="" type="checkbox"/>
	• Write Total Base Bid Amount in words and figures in the space provided.	<input checked="" type="checkbox"/>
	• If applicable, write out Add Alt amounts in words and figures.	<input checked="" type="checkbox"/>
	• Provide surety/bid guarantee information.	<input checked="" type="checkbox"/>
BF-8	• List all subcontractors who are performing work on this project.	<input checked="" type="checkbox"/>
BF-9	• Complete all blanks for bid acknowledgement.	<input checked="" type="checkbox"/>
	• If Addenda have been issued, complete addenda acknowledgement.	<input checked="" type="checkbox"/>
BF-10	• Complete appropriate sections and include signature(s) as required.	<input checked="" type="checkbox"/>
	• If bidder is a corporation, include corporate seal as required.	<input checked="" type="checkbox"/>
BF-11	• Complete DSBO Commitment to Participation. (Required Form due with bid)	<input checked="" type="checkbox"/>
BF-12	• Completed Letter of Intent for each certified firm, signed by the firm’s representative. (Required Form due with bid) <ul style="list-style-type: none"> ○ Guide to Complete a Letter of Intent 	<input checked="" type="checkbox"/>
	BF-13	• Complete DSBO Program Requirements Handbook – Signature Statement. (Required Form due with bid)
BF-14	• Fill in all Bid Bond blank spaces.	<input checked="" type="checkbox"/>
	• Provide signatures as required.	<input checked="" type="checkbox"/>
	• If bidder is a corporation, include corporate seal as required.	<input checked="" type="checkbox"/>
	• Attach Surety Agents Power of Attorney <u>OR</u> Certified or cashier's check made out to the Manager of Revenue referencing Bidder’s Company and Contract Number.	<input checked="" type="checkbox"/>

Textura® Construction Payment Management System (“Textura”)

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

Project Value	Project Fee (GC + Sub Usage)
\$100,000.01 – 250,000.00	\$858.00
\$250,000.01 - \$500,000.00	\$1,787.50
\$500,000.01 - \$1,000,000.00	\$3,575.00
\$1,000,000.01 - \$3,000,000.00	\$6,435.00
\$3,000,000.01 - \$5,000,000.00	\$10,010.00
\$5,000,000.01 - \$10,000,000.00	\$13,455.00
\$10,000,000.01 - \$20,000,000.00	\$22,425.00
\$20,000,000.01 - \$50,000,000.00	\$35,750.00
\$50,000,000.01 - \$100,000,000.00	\$53,625.00
\$100,000,000.01 - \$200,000,000.00	\$76,050.00

For more information:

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

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

BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

CONTRACT NO. 202683062

2026 STREET MAINTENANCE MILLING ONLY CONTRACT

BIDDER: Western Plains Construction LLC
(Legal Name per Colorado Secretary of State)

ADDRESS: 8134 Conifer Road
Denver, CO 80221

CONTACT PERSON FOR ALL MATTERS RELATING TO THIS DOCUMENT

NAME: Jesus Gutierrez Miranda **TITLE:** Managing Member
EMAIL: jesusgutierrez@westernplains.net **PHONE NUMBER:** 720-260-8768

AUTHORIZED ELECTRONIC SIGNATORY

NAME: Jesus Gutierrez Miranda *Jesus Gutierrez*
EMAIL: jesusgutierrez@westernplains.net

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. 202683062 - 2026 Street Maintenance Milling Only Contract**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated February 3, 2026.

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

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

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

- Bid Form and Submittal Package Acknowledgment Form
- Bid Form
- Commitment to Minority/Women Owned Business Enterprise Participation
- Minority/Women Owned Business Enterprise(s) Letter(s) of Intent
- DSBO Program Requirements Handbook – Signature Statement
- Bid Bond
- Certificate of Insurance

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

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

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

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

BIDDER:

ATTEST:

Name: Western Plains Construction LLC

By: *Diego Villalobos*
Diego Villalobos, Member

By: Jesus Gutierrez Miranda *Jesus Gutierrez*

Title: Managing Member

[SEAL]

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

BID FORM

CONTRACT NO. 202683062

2026 STREET MAINTENANCE MILLING ONLY CONTRACT

BIDDER: Western Plains Construction LLC
(Legal Name per Colorado Secretary of State)

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

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, **HEREBY SUBMITS THIS BID**, pursuant to an advertisement of a Notice of Invitation for Bids as published on **February 3, 2026**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 202683062 - 2026 Street Maintenance Milling Only Contract**, in Denver, Colorado, in full accordance with and conformity to the Plans, Technical Specifications, and Contract Documents hereto attached or by reference made a part hereof, at and for the following price(s) set forth on this Bid Form.

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

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

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

2026 Street Maintenance Milling Only Contract						200 Days	<u>Western Plains Construction LLC:</u> Great Midwest Insurance Company	
Contract No. 202683062								
Bid Item	Description	Qty	Units	Unit Cost	Total Cost	Unit Bid	Total Bid	
202-00204	Removal of Asphalt Mat 2"	250,000	SY	\$5.65	\$1,412,500.00	\$3.15	\$787,500.00	
203-00200	Unclassified excavation (Patching)	100	CY	\$30.00	\$3,000.00	\$70.00	\$7,000.00	
208-00168	Mobilization Sweeping	125	DAY	\$1,000.00	\$125,000.00	\$1,500.00	\$187,500.00	
210-04010	Adjust Manhole/Meter/Valve (LOWERING ONLY)	15	EA	\$456.00	\$6,840.00	\$500.00	\$7,500.00	
304-06000	Aggregate base course (Patching)	100	TON	\$28.00	\$2,800.00	\$50.00	\$5,000.00	
403-00720	HBP Patch	100	TON	\$225.00	\$22,500.00	\$150.00	\$15,000.00	
630-00003	Uniformed Traffic Control	100	HR	\$206.00	\$20,600.00	\$225.00	\$22,500.00	
630-00204	Traffic Control (Arterial)	20	DAY	\$4,200.00	\$84,000.00	\$3,000.00	\$60,000.00	
630-00206	Traffic Control (Collector/Local)	20	DAY	\$3,068.00	\$61,360.00	\$2,500.00	\$50,000.00	
630-80355	Variable Message Sign (Portable)	4	DAY	\$138.00	\$552.00	\$100.00	\$400.00	
631-00000	Public information	1	LS	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	
Engineers Estimate of Base Bid Total:					\$1,749,152.00			
						BID ITEMS TOTAL AMOUNT	\$1,144,900.00	
						TEXTURA FEE	\$6,435.00	
							\$1,151,335.00	

Sum of estimated cost for item numbers 202-00204 through 631-00000 (Eleven [11] bid items and the Textura Fee equals Total Base Bid Amount:

One million one hundred fifty-one thousand three hundred thirty-five and zero cents

Dollars (\$ 1,151,335.00)

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

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

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

Name: N/A Name: N/A

Address: _____ Address: _____

If there are no such persons, firms, or corporations, please so state in the following space: NONE

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: 8134 Conifer Road

City, State, Zip Code: Denver, Colorado, 80221

Telephone Number of Bidder: 720-260-8768

Fax No. _____

Social Security or Federal Employer ID Number of Bidder: 88-1431311

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

Town of Castle Rock - Asphalt Mill and Overlay

For information relative thereto, please refer to:

Name: Lew Brown - 303-518-2900

Title: Project Manager

Address: 4175 Castleton Ct. Castle Rock, CO 80109

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

Addenda Number 1 Date 03/02/2026 11:33 AM MST

Addenda Number _____ Date _____

Addenda Number _____ Date _____

Dated this 10th day of March, 2026.

Signature of Bidder:

If an Individual: _____ doing business
as _____.

If a Partnership: _____ Western Plains Construction LLC

by: Jesus Gutierrez General Partner.
Jesus Gutierrez Miranda, Managing Member

If a Corporation: _____

a _____ Corporation,
by: _____, its President.

Attest:

Secretary N/A (Corporate Seal)

If a Joint Venture, signature of all Joint Venture participants. N/A

Firm: _____

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

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

Firm: _____

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

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

Firm: _____

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

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



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

This Commitment Form must be completed by all Bidders/Proposers or Contractors/Consultants/Tenants (Prime) to indicate their commitment towards satisfying this project’s MWBE participation requirement with City and County of Denver (CCD) certified MWBE firms.

MWBE PARTICIPATION COMMITMENT:

The Bidder/Proposer or Prime is committing to 100 % of the total contract value to MWBE participation. The total contract value is inclusive of value changes made throughout the life of the contract.

GOOD FAITH EFFORT:

If Bidder/Proposer or Prime’s abovementioned MWBE participation commitment is less than the MWBE participation requirement percent established by DSBO, the Bidder/Proposer or Prime must submit to DSBO with this Commitment Form a comprehensive statement of their good faith efforts as per the categories outlined in Chapter 28 of the D.R.M.C.

The undersigned Bidder/Proposer or Prime hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with Chapter 28 D.R.M.C. and the terms of their City contract. Failure to comply is a material breach of said contract, which may result in the imposition of sanctions on the Prime, as deemed appropriate by DSBO.

Bidder/Proposer or Prime (Name of Firm): Western Plains Construction LLC

Firm’s Representative: Jesus Gutierrez Miranda

Title: Managing Member

Signature (Firm’s Representative): *Jesus Gutierrez* Date: 3/10/2026

Address: 8134 Conifer Road

City: <u>Denver</u>	State: <u>Colorado</u>	Zip: <u>80221</u>
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Phone: <u>720-260-8768</u>	Email: <u>jesusgutierrez@westernplains.net</u>
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DSBO Version 7 Last Revised: March 3, 2025



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

Project/Contract No.: 202683062

Project Name: 2026 Street Maintenance Milling Only Contract

A. The undersigned Bidder/Proposer or Contractor will utilize the undersigned MWBE, SBE or EBE. This Letter of Intent must be Signed by the Bidder/Proposer or Contractor and MWBE, SBE or EBE. Certified self-performing Prime must complete both sections A and B. If the MWBE, SBE or EBE is a lower tier, section C must be completed and signed by the firm directly utilizing the certified firm.

Bidder/Contractor (Name of Firm): Western Plains Construction LLC		Self-Performing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Firm's Representative: Jesus Gutierrez Miranda	Title: Managing Member	
Signature (Firm's Representative): <i>Jesus Gutierrez</i>	Date: 3/10/2026	
Address: 8134 Conifer Road		
City: Denver	State: Colorado	Zip: 80221
Phone: 720-260-8768	Email: jesusgutierrez@westernplains.net	

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

Name of Firm: Western Plains Construction LLC		<input checked="" type="checkbox"/> MWBE <input checked="" type="checkbox"/> SBE <input type="checkbox"/> EBE
Firm's Representative: Jesus Gutierrez Miranda	Title: Managing Member	
Signature: <i>Jesus Gutierrez</i>	Date: 3/10/2026	
Address: 8134 Conifer Road		
City: Denver	State: Colorado	Zip: 80221
Phone: 720-260-8768	Email: jesusgutierrez@westernplains.net	
Scope of Work: All project scope including asphalt milling, trucking of millings, sweeping, traffic control, and patching.		

NAICS Code(s): 237310

The Bidder or Contractor will utilize the aforementioned MWBE, SBE or EBE for the Work/Supply described above. The cost of the total MWBE, SBE or EBE bid amount is (List total \$ subcontract amount):

\$ 1,151,335.00

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

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

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

DSBO Version 5 Last Revised: March 4, 2025



**DSBO Program Requirements Handbook ([DSBO Handbook](#))
SIGNATURE STATEMENT**

*****Attention: this Signature Statement form is required to be completed, signed, and submitted to DSBO. It will be incorporated as an exhibit into the Contractor’s executed contract with the City.*****

To access the DSBO Handbook, please visit the [DSBO Compliance website](#).

The undersigned firm has read and agrees to comply with the DSBO Ordinance, DSBO Rules and Regulations, and requirements outlined in the DSBO Handbook (collectively, the “DSBO Program Requirements”), should it be awarded the subject project. Additionally, should the undersigned be awarded the project, it will provide timely and accurate submissions of the required compliance documentation to DSBO and will promptly advise DSBO of any changes to their primary point(s) of contact responsible for DSBO reporting. If requested by a certified subcontractor/subconsultant, the Contractor/Consultant will make the DSBO Handbook available to subcontractors/subconsultants regardless of tier.

The Contractor/Consultant shall carry out the aforementioned DSBO Program Requirements in the award and administration of its contracts, inclusive of enforcing DSBO flow down provisions in subcontract/subconsultant agreements at all tiers. Failure by the Contractor/Consultant to comply with or implement these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate.

Bidder/Proposer or Prime (Name of Firm): Western Plains Construction LLC

Firm’s Representative: Jesus Gutierrez Miranda

Title: Managing Member

Signature (Firm’s Representative): *Jesus Gutierrez*

Date: 3/10/2026

Address: 8134 Conifer Road

DSBO Version 1: March 17, 2025

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the said Principal is herewith submitting its bid, dated March 10, 2026, 2026, for the construction of: **Contract No. 202683062 - 2026 Street Maintenance Milling Only Contract**, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado, and said Oblige has required as a condition for receiving said bid that the Principal deposit specified bid security in the amount of not less than five percent (5%) of the amount of said bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract, for such construction and furnish required Performance and Payment Bond if the contract is offered him that said sum be paid immediately to the Oblige as liquidated damages, and not as a penalty, for the Principal's failure to perform.

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

Signed, sealed and delivered this 10th day of March, 2026.

ATTEST

Diego Villalobos
Secretary Diego Villalobos, Member

Western Plains Construction, LLC
Principal

By: Jesus Gutierrez
Title: Jesus Gutierrez Miranda, Managing Member

Great Midwest Insurance Company
Surety

By: Tim Mitchell
Tim Mitchell, Attorney-in-Fact

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



POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: William R Greer, Tim Mitchell

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

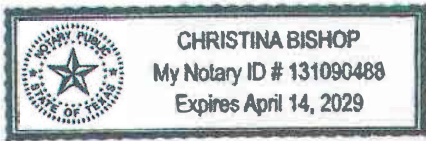


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 10th Day of March 2026



BY Patricia Ryan
Patricia Ryan
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

SKYWARD

SPECIALTY INSURANCE

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.


Great Midwest Insurance Company ("GMIC") deems the digital or electronic image of GMIC's corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective January 1, 2022.

Great Midwest Insurance Company



By: 
Name & Title Leslie Shaunty, General Counsel



CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE

Bid Documents Package

Contract Number: 202683062

2026 Street Maintenance Milling Only Contract

February 3, 2026

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

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CITY AND COUNTY OF DENVER

**NOTICE OF INVITATION FOR BIDS
FOR CONTRACT NO. 202683062**

2026 STREET MAINTENANCE MILLING ONLY CONTRACT

**BID SCHEDULE:
2:00 p.m., Local Time
March 10, 2026**

Bids will be received and accepted via the online electronic bid service, Rocky Mountain E-Purchasing (“BidNet”). Bids must be submitted via [BidNet](#) no later than **March 10, 2026 at 2:00 p.m.** Prospective bidders must be on the plan holders list on BidNet for bids to be accepted. To access the electronic bid form, download the required documents from BidNet and complete the Unit Item Pricing in the Documents & Items section of the solicitation. All properly uploaded bids will then be opened, witnessed and read aloud.

GENERAL STATEMENT OF WORK:

Roto-mill for current 2026 Street Maintenance Division (SMD) paving program for SMD support of 25-35 lane mile install. This is a new contract for milling only. Similar projects would be associated with mill and overlay with an emphasis on milling.

ESTIMATED CONSTRUCTION COST:

The estimated cost of construction for this project is between \$1,570,000.00 and \$1,920,000.00.

DOCUMENTS AND BID INFORMATION AVAILABLE:

Contract Documents complete with Technical Specifications and, if applicable, construction drawings will be available on the first day of publication at: [Do Business with DOTI](#). To download digital Contract Documents, please visit www.bidnetdirect.com/colorado/cityandcountyofdenverdotti and reference Solicitation No. **202683062**. Contact BidNet at 800-835-4603, select option 2 for assistance.

PRE-BID MEETING:

A **virtual pre-bid meeting** will be held for this Project at **2:00 p.m.**, local time, on **February 10, 2026**. The teleconference call-in number and conference ID can be found on the project page at [Do Business with DOTI](#).

DEADLINE TO SUBMIT QUESTIONS: February 18, 2026 by 10:00 a.m. local time.

PREQUALIFICATION REQUIREMENTS:

Each bidder must be prequalified in category **1F(1) ASPHALT** at or above the **\$3,000,000.00** monetary level in accordance with the City’s Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the response due date. Applications must be submitted via [B2Gnow](#). To view the Rules and information on how to apply, please visit our website at www.denvergov.org/prequalification.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION:

Pursuant to Article III of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C) the Division of Small Business Opportunity (DSBO) has established the following participation requirement for this project:

14% Minority and Women-Owned Business Enterprise (MWBE)

The participation requirement must be met with certified firms, §§ 28-62, 28-66, D.R.M.C., found in the [Small Business Certification and Contract Management System](#), or through the demonstration of a sufficient good faith effort. §§ 28-60, 28-64, D.R.M.C. The project is subject to additional requirements pursuant to the D.R.M.C.

MISCELLANEOUS:

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

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

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

Publication Dates: February 3, 2026
Published In: Do Business with DOTI and BidNet

CITY AND COUNTY OF DENVER INSTRUCTIONS TO BIDDERS

IB-1 INSTRUCTION TO BIDDERS

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

IB-2 BIDDING

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

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

Bid guarantee will be accepted electronically as part of the Bid packet submitted via BidNet.

IB-3 CONTRACT DOCUMENTS AS PUBLISHED BY CITY

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

IB-4 COMPLETING AND SIGNING THE BID FORMS

The bidder must complete the Bid Items in the Documents & Items section of the solicitation in BidNet, a unit price for each item for which a quantity is given for all the bidder's prices offered for the Work to be performed. All bid items must be fully and properly completed.

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

IB-5 UNACCEPTABLE BIDS

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

IB-6 INFORMAL AND UNBALANCED BIDS

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

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

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

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

IB-7 ONLY ONE BID ACCEPTED

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

IB-8 BID GUARANTEE

As a guarantee of good faith on the part of the bidder, each bid must be accompanied by a bid guarantee, consisting of either a certified or cashier's check made payable without condition to the order of the City and County of Denver or a bid bond written by an approved corporate surety in favor of the City and County of Denver. If a certified or cashier's check is provided in lieu of a bid bond, it must be received by the City within seven (7) calendar days following the bid opening date to:

Department of Transportation and Infrastructure
Attn: Contract Procurement
201 W. Colfax Ave. Dept. 608
Denver, CO 80202

Bid Bonds will be accepted electronically but must include all required signatures. Upon acceptance of the bid and notification by the Manager the bidder is considered to be the Apparent Low Bidder, bidder must execute a contract in the form prescribed, furnish a performance and payment bond with a legally responsible and approved surety, furnish the required evidence of insurance, and otherwise satisfy all conditions precedent to contract execution within five (5) days after such notice is made by the City. Should a bidder fail to complete these requirements within the time allotted, said bid guarantee shall be forfeited to the City as liquidated damages and not as a penalty.

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

Following award and execution of the Contract by the City and the Apparent Low Bidder, or earlier in the sole discretion of the City, any submitted certified or cashier's checks 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 required, the Council of the City of the

proposed Contract with the Apparent Low Bidder, any submitted certified or cashier's checks 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. Electronic bid bond copies will not be returned to the bidders.

IB-9 SITE INSPECTION AND INVESTIGATIONS

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

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

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

IB-10 INCONSISTENCIES

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

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

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

IB-11 WITHDRAWAL OF BID

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

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

IB-12 WEBSITE

It shall be conclusively presumed that the bidder has, before submitting any bid, read and shall take full responsibility for all addenda, posted decisions, and other information relevant to the bid posted by the City on the Rocky Mountain E-Purchasing (“[BidNet](#)”) website.

IB-13 PRE-BID MEETING

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

IB-14 ADDENDA

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

IB-15 VIRTUAL BID OPENING

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

IB-16 EVALUATION OF BIDS AND BASIS OF BID SELECTION

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

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

Upon concluding that the bid is, in fact, the lowest, total, responsive bid to the bidding conditions and that of a responsible, qualified bidder, the City will notify the Apparent Low Bidder. As its best interests may appear, the City and County of Denver reserves the right to waive informalities in bids, to reject any and all bids and to rebid the Project.

IB-17 NOTICE TO APPARENT LOW BIDDER

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

In accordance with the terms and conditions contained in the Bid Form and Submittal Package and any additional requirements set forth in the Notice to Apparent Low Bidder or elsewhere in the Contract

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

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

IB-18 EXECUTION OF CONTRACT

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

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

IB-19 BONDING REQUIREMENTS

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

IB-20 INSURANCE REQUIREMENTS

The minimum insurance requirements for this Contract are set forth in the Special Conditions Section of the Contract Documents. Bidders are urged to consider, in preparing a bid hereunder, that each condition, requirement or specification set forth in the form certificate must be complied with by the Contractor and all subcontractors performing Work on the Project, unless such requirements are specifically accepted in

writing by the City's Risk Management Office. The Contractor must either include all subcontractors performing work hereunder as insureds under each required policy or furnish a separate certificate for each subcontractor. In either case, the Contractor shall insure that each subcontractor complies with all of the coverage requirements.

IB-21 PERMITS AND LICENSES

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

IB-22 RESERVED

IB-23 PAYMENT OF CITY MINIMUM WAGE

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

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

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

IB-24 TAX REQUIREMENTS

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

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

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

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

IB-25 RESERVED**IB-26 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) REQUIREMENTS****MWBE Responsiveness Requirements**

The below-listed DSBO bid requirements are all conditions of responsiveness. Failure to submit a responsive bid constitutes cause for rejection thereof.

1. Non-Competition

Bidder shall not restrict an MWBE from providing subconsulting or subcontracting quotations to other Bidders. Any Bidder who does so shall cause their bid to be rejected. §§ 28-59(f), 28-63(f), D.R.M.C.

2. Joint Ventures

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

A Joint Venture is an association of an MWBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital efforts, skills and knowledge, and in which the MWBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

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

3. Commitment to MWBE Participation

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

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

4. Letter of Intent

Bidder shall include with their bid completed DSBO form(s), entitled "Letter of Intent" (LOI). The LOI evidences Bidder's understanding that they will enter into a contractual relationship with the listed MWBE firm or that Bidder's subcontractor(s), subconsultant(s), and/or supplier(s) will do so. A separate LOI is required for each MWBE subcontractor, subconsultant, and/or supplier at all tiers. **Additionally, an MWBE Prime Bidder must submit an LOI for itself for self-performed work.** The MWBE Prime Bidder must be City and County of Denver MWBE-certified in the relevant NAICS code(s) by the bid submission deadline for the self-performed work included in the LOI to count towards Bidder's committed MWBE participation percentage. The collective LOI amounts must be consistent with the total committed MWBE participation percent stated on the Commitment to MWBE Participation form.

5. [DSBO Program Requirements Handbook \(DSBO Handbook\)](#) – [Signature Statement](#)

Bidder must submit the completed and signed Signature Statement of the DSBO Program Requirements Handbook with their bid documents to be found responsive. The signed Signature Statement evidences Bidder’s review and agreement to comply with the requirements outlined in the DSBO Handbook.

6. Accurate, Complete, Consistent, and Executed

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

7. Good Faith Effort

If Bidder cannot meet the MWBE requirement established by DSBO or is able to only meet part of the requirement, they shall include with their bid a completed [DSBO Good Faith Effort form](#), available on the [DSBO website](#).

Unless otherwise indicated on the form, Bidders must complete each field of the Good Faith Effort form, the purpose of which is to furnish to DSBO a comprehensive statement of their good faith efforts to meet the requirement. This means that Bidder must show that they took all necessary and reasonable steps to achieve the MWBE requirement which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MWBE participation, even if they were not fully successful.

The statement of good faith efforts should address each of the categories outlined in the DSBO Ordinance, §§ 28-60, 28-64, D.R.M.C., and any additional criteria established by rule or regulation. As part of their good faith efforts, Bidders are encouraged to solicit the support and assistance of DSBO by contacting the procuring agency’s Contract Administrator (CA) with specific questions; the CA will coordinate with DSBO to reply thereto. All good faith efforts information must be complete, accurate, adequately documented, and submitted with the bid. Good faith efforts must be demonstrated to be substantive and not merely for formalistic compliance with the DSBO Ordinance.

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

8. Authority

The DSBO Ordinance and rules and regulations promulgated pursuant thereto apply to this project and are incorporated into these solicitation documents by reference. Compliance with those, and any additional requirement contained herein, are conditions of responsiveness. The DSBO Ordinance, its accompanying rules and regulations, and additional MWBE guidance are available here: <https://www.denvergov.org/dsbo>. Bidder is encouraged to contact the procuring agency with specific questions related to compliance therewith, who will coordinate with DSBO to reply to Bidder’s questions.

IB-27 DISCLOSURE OF INFORMATION

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

IB-28 GENERAL BIDDING INFORMATION

Bidders are instructed to contact the Contract Administrator designated below for this Project for pre-bid, post-bid and general City bidding information. Bidders can also visit [Do Business with DOTI](#) for information, both general and project specific. The Contract Administrator assigned to this project is **Cheryl Booker** who can be reached via email at DOTI.Procurement@denvergov.org.

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

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

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**RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

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

**RULE I
DEFINITIONS**

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

Revised: 10/19/93

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RULE II
NOTICE OF HEARING

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

RULE III
HEARING

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

REGULATIONS

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

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

Revised: 10/19/93

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

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

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

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

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

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

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

Revised: 10/19/93

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

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

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

All amendments to the appendices shall be included by reference.

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

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

1. **APPENDIX E:**

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

2. **APPENDIX F:**

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

Revised: 04/12/91

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APPENDIX A

CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE-ALL CONTRACTS

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

Revised: 09/28/90

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

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

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

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

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

Revised: 10/02/90

EEO-A2

APPENDIX F
BID CONDITIONS
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

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

Revised: 10/19/93

EEO-F1

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

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

1. **GOALS AND TIMETABLES:**

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

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

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

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

Revised: 10/02/90

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

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

2. **SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

Revised: 11/12/82

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- a. The contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.

- b. The contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, the reasons. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the contractor, the file should have documented this and their reasons.

- c. The contractor should have promptly notified the Department of Public Works, and Mayor's Office of Contract Compliance when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority or female sent by the contractor, or when the contractor has other information that the union referral process has impeded efforts to meet its goals.

- d. The contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority and female employees.

Revised: 10/19/93

EEO-F4

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

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

Revised: 10/19/93

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

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

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

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

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

Revised: 10/19/93

EEO-F6

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

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

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

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

Revised: 09/26/90

EEO-F7

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

B. **Obligations Applicable to Contractors:**

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

Revised: 10/19/93

EEO-F8

C. **General Requirements**

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

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

Revised: 04/12/91

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

3. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.

4. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, City and County Building, Room 379, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

Revised: 04/12/91

EEO-F10

**CITY AND COUNTY OF DENVER
CONTRACT NO. 202683062**

2026 STREET MAINTENANCE MILLING ONLY CONTRACT

CONTRACT

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

**Western Plains Construction LLC
8134 Conifer Road
Denver, CO 80221**

WITNESSETH, commencing on **February 3, 2026**, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

<p>CONTRACT NO. 202683062</p> <p>2026 STREET MAINTENANCE MILLING ONLY CONTRACT</p>

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

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

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

1. CONTRACT DOCUMENTS

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

Advertisement of Notice of Invitation for Bids

Instructions to Bidders

Commitment to MWBE Participation

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Contract Form
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Special Contract Conditions
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Final/Partial Release and Certificate of Payment
Certificate of Contract Release
Change Orders (as applicable)
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Technical Specifications
Contract Drawings
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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 **200 (Two Hundred)** 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 202-00204 through 631-00000 (Eleven [11])** and the Textura Fee, the total estimated cost thereof being **One Million One Hundred Fifty-One Thousand Three Hundred Thirty-Five Dollars and Zero Cents (\$1,151,335.00)**. Adjustments to said Contract Amount and payment of amounts due hereunder shall be made in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

5. NO DISCRIMINATION IN EMPLOYMENT

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

6. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS

(a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "MWBE Ordinance");

and any Rules and Regulations promulgated pursuant thereto. The Contractor's Goal Commitment to MWBE participation for this Agreement is **100%** as stipulated in the Division of Small Business Opportunity's ("DSBO") Commitment to MWBE Participation Form submitted by the Contractor.

- (b) Under § 28-68, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through change order, contract amendment, force account, or other modification under § 28-70, D.R.M.C. The Contractor acknowledges that:
- (1) If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.
 - (2) If change orders or any other contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
 - (3) If change orders or other amendments or modifications are issued under the contract that include an increase in the scope of work of this Agreement, 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 MWBE at the time of contract award, such change orders or contract modification shall be promptly submitted to DSBO for notification purposes.
 - (4) 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 are subject to the original contract requirement. The Contractor shall satisfy the requirement with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-60, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.
 - (5) If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-72, D.R.M.C. regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
 - (6) Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.
 - (7) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.
 - (8) Should any questions arise regarding specific circumstances, the Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

7. COMPLIANCE WITH DENVER WAGE LAWS

To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26

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

8. APPLICABILITY OF LAWS

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

9. APPROPRIATION

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

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

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

10. RESERVED

11. ASSIGNMENT

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

12. DISPUTES RESOLUTION PROCESS

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

13. CONTRACT BINDING

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

14. PARAGRAPH HEADINGS

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

15. SEVERABILITY

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

16. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

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Contract Control Number: DOTI-202683062-00
Contractor Name: Western Plains Construction LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202683062-00
Western Plains Construction LLC

By:  _____

Name: Jesus Gutierrez Miranda
(please print)

Title: Member
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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CITY AND COUNTY OF DENVER
SPECIAL CONTRACT CONDITIONS

SC-1 CONSTRUCTION SPECIFICATIONS

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

City and County of Denver:

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

Transportation Standards and Details for the Engineering Division

City and County of Denver Traffic Standard Drawings

Wastewater Capital Projects Management

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

Colorado Department of Transportation:

Standard Specifications for Road and Bridge Construction
(Sections 200 through 700 of the 2025 Edition)

Federal Highway Administration:

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

Building & Fire Codes:

Building Code of the City and County of Denver

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

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

National Fire Protection Association Standards

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

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

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

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

The “*Colorado Department of Transportation Standard Specifications for Road and Bridge Construction*” is available for review on CDOT’s website at: [CDOT Standard Specifications for Road and Bridge Construction 2025 \(codot.gov\)](https://www.codot.gov/standard-specifications-for-road-and-bridge-construction-2025).

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

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

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

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

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

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

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

SC-4 DEPUTY MANAGER / CITY ENGINEER

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

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

SC-5 PROJECT DELIVERY ADMINISTRATION / CITY ENGINEER

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

SC-6 CITY DELEGATION OF AUTHORITY

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

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

Department of Transportation and Infrastructure:

Project Manager
Tyson Vigil

Telephone
(720) 629-7008

SC-7 PREVAILING WAGE REQUIREMENTS

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

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

Date bid or request for qualifications/proposals was advertised **February 3, 2026**.

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

Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract.

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

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

SC-8 LIQUIDATED DAMAGES

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

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

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

SC-9 SUBCONTRACTS

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

SC-10 PAYMENTS TO CONTRACTORS

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

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Department of Transportation and Infrastructure	Tyson Vigil	(720) 629-7008

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

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

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

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

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

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SC-11 CONTRACT FORMS

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

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

SC-12 CONSTRUCTION INSPECTION BY THE CITY

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

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

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

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

SC-13 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

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

asbestos. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

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

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

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

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

SC-16 ATTORNEY'S FEES

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

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

SC-17 INSURANCE

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

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

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

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

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

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

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

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

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

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

(9) Additional Provisions:

(a) For claims-made coverage:

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

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

SC-18 GREENPRINT DENVER REQUIREMENTS

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

disposal requirement defined in SC-13. A completed [Greenprint Denver Closeout Form for Construction Projects](#) shall be delivered to the Project Manager as a submittal requirement of Final Acceptance.

SC-19 RESERVED

SC-20 DEFENSE AND INDEMNIFICATION

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

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

SC-21 CONSTRUCTION SURVEYS

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

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

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

SC-22 PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS

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

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

SC-23 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

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

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

SC-25 DISPUTES

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

1301 DISPUTES

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

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

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

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Western Plains Construction, LLC

,
a corporation organized and existing under and by virtue of the laws of the State of Colorado,
hereafter referred to as the "Contractor", and Great Midwest Insurance Company,
a corporation organized and existing under and by virtue of the laws of the State of Texas,
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 One Hundred Fifty-One Thousand Three Hundred Thirty-Five Dollars and Zero Cents
Dollars (\$ 1,151,335.00), 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. 202683062 - 2026 Street Maintenance Milling Only Contract**, 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 8th day of April, 2026.

Western Plains Construction, LLC
Contractor

Attest:

Secretary Diego Villalobos, Member

By: 
President Jesus Gutierrez Miranda, Managing Member

Great Midwest Insurance Company
Surety

By: 
Attorney-In-Fact, Tim Mitchell

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



POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: William R Greer, Tim Mitchell

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

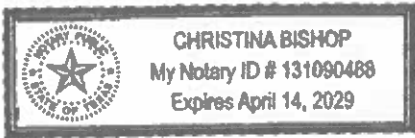


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

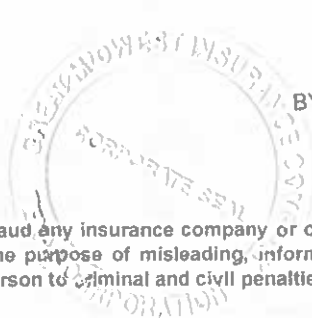


BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 8th Day of April 2026



BY Patricia Ryan
Patricia Ryan
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/31/2026

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

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

PRODUCER CRS Insurance Brokerage 9780 S Meridian Blvd Suite 400 Englewood CO 80112	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Scott Anderson, CIC</td> </tr> <tr> <td>PHONE (A/C. No. Ext): 303-996-7833</td> <td>FAX (A/C. No.): 303-757-7719</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: sanderson@crsdenver.com</td> </tr> </table>	CONTACT NAME: Scott Anderson, CIC		PHONE (A/C. No. Ext): 303-996-7833	FAX (A/C. No.): 303-757-7719	E-MAIL ADDRESS: sanderson@crsdenver.com									
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INSURED Western Plains Construction 8134 Confier Rd. Denver CO 80221	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Selective Ins. Co. of America</td> <td style="text-align: center;">12572</td> </tr> <tr> <td>INSURER B : Pinnacol Assurance</td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Selective Ins. Co. of America	12572	INSURER B : Pinnacol Assurance	41190	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 1039852127** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <table style="width: 100%; border: none;"> <tr> <td style="border: none;"><input type="checkbox"/> CLAIMS-MADE</td> <td style="border: none;"><input checked="" type="checkbox"/> OCCUR</td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	Y		S 2502740	4/1/2026	4/1/2027	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 15,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4243303	4/1/2026	4/1/2027	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: none;"><input checked="" type="checkbox"/> PER STATUTE</td> <td style="border: none;"><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000				
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A	Leased & Rented Equipment			S 2502740	4/1/2026	4/1/2027	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Limit Deductible</td><td style="text-align: right;">100,000 1,000</td></tr> </table>	Limit Deductible	100,000 1,000														
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as additional insured as respects to the commercial General Liability and Business Auto

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



NOTICE TO APPARENT LOW BIDDER (SAMPLE)

Name
Address
City, State Zip

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **March 10, 2026**, for work to be done and materials to be furnished in and for:

CONTRACT 202683062 - 2026 Street Maintenance Milling Only Contract

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

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

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

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

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

NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202683062

Page 2

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

CITY AND COUNTY OF DENVER

By _____
City Engineer
Department of Transportation and Infrastructure

SAMPLE

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

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



NOTICE TO PROCEED (SAMPLE)

Current Date

Name
Company
Street
City/State/Zip

CONTRACT NO. 202683062 - 2026 Street Maintenance Milling Only Contract

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on _____ with the work of constructing contract number 202683062, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of 200 calendar days, the project must be complete on or before _____.

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

Sincerely,

By: _____
City Engineer

cc:

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

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



CERTIFICATE OF CONTRACT RELEASE (SAMPLE)
202683062 - 2026 Street Maintenance Milling Only Contract

Current Date
Name
Street Address
City, State, Zip

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

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

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

Contractor's Signature

Date Signed

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

Sincerely,

Contract Administration

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

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

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

(PROJECT NO. and NAME)

Date: _____, 20__.

(NAME OF OWNER)

Contract #: _____.

(NAME OF PRIME CONTRACTOR)

Contract Value: \$ _____.

Current Progress Payment: \$ _____.

Date: _____.

Total Paid to Date: \$ _____.

Date of Last Work: _____.

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

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

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

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

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

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

(Name of Contractor)

By: _____

Title: _____

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE

Prevailing Wage Rates

Contract Number: 202683062

2026 Street Maintenance Milling Only Contract

February 3, 2026

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

2026 Highway General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: January 7, 2026
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, Tuesday January 6 2026, and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single-family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO 20260009

Superseded General Decision No. CO 20250009

Modification No. 0

Publication Date: 01/6/2026

(7 pages)

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

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$19.29 to comply with the city's new minimum wage effective January 1st, 2026.

General Decision Number: CO20260009 01/02/2026

Superseded General Decision Number: CO20250009

State: Colorado

Construction Type: Highway

County: City and County of Denver in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

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

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

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

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$19.29 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2026.

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

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$19.29 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2026.

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

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

Modification number	Publication date
0	01/02/2026

CARP9901-008 05/01/2024

RATES

FRINGES

CARPENTER (Form Work Only)

\$33.11

\$12.17

ELEC0068-016 03/01/2011

RATES

FRINGES

TRAFFIC SIGNAL INTALLATION

Zone 1

\$26.42

4.75%+8.68

Zone 2

\$29.42

4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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

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

ENGI0009-008 05/01/2024

RATES

FRINGES

POWER EQUIPMENT OPERATOR

(3)-HYDRAULIC BACKHOE (Wheel Mounted, under 3/4 Yds), Hydraulic Backhoe (Backhoe/Loader Combination), Drill Rig Caisson (Smaller than Watson 2500 and Similar), Loader (Up to and including 6 Cu. Yd.)

\$35.03

\$15.20

(3)-LOADER (Under 6 Cu. Yd.) Denver County

\$35.03

\$15.20

(3)-MOTOR GRADER (Blade-Rough) Douglas County

\$33.19

\$15.20

(4)-CRANE (50 Tons And Under), **SCRAPER** (Single Bowl, Under 40 Cu. Yd)

\$35.78

\$15.20

(4)-LOADER (Over 6 Cu. Yd) Denver County

\$35.20

\$15.20

(5)-DRILL RIG CAISSON (Watson 2500 Similar Or Larger), **CRANE** (51-90 Tons), **SCRAPER** (40 Cu. Yd and Over)

\$35.41

\$15.20

(5)-MOTOR GRADER (Blade-Finish) Douglas County

\$35.58

\$15.20

(6)-CRANE (91-140 Tons)

\$35.28

\$15.20

SUCO2011-004 09/15/2011	RATES	FRINGES
CARPENTER (excludes form work)	\$19.29	\$5.08
CEMENT MASON/CONCRETE FINISHER	RATES	FRINGES
	\$20.18	\$5.75
ELECTRICIAN	RATES	FRINGES
(Excludes Traffic Signal Installation)	\$35.13	\$6.83
FENCE ERECTOR	RATES	FRINGES
(Excludes Link/cyclone Fence Erection)	\$19.40	\$3.20
GUARDRAIL INSTALLER	RATES	FRINGES
GUARDRAIL INSTALLER	\$19.29	\$3.20
HIGHWAY/PARKING LOT STRIPING	RATES	FRINGES
Painter Denver	\$19.29	\$3.21
IRONWORKER, REINFORCING	RATES	FRINGES
(Excludes Guardrail Installation)	\$55.25	\$3.65
IRONWORKER, STRUCTURAL	RATES	FRINGES
(Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation)	\$39.21	\$12.79
LABORER	RATES	FRINGES
ASPHALT RAKER	\$19.29	\$4.25
ASPHALT SHOVELER	\$21.21	\$4.25
ASPHALT SPREADER	\$19.39	\$4.65
COMMON OR GENERAL	\$19.49	\$6.77
CONCRETE SAW (Handheld)	\$19.29	\$6.14

LANDSCAPE AND IRRIGATION	\$19.29	\$3.16
MASON TENDER – CEMENT/CONCRETE	\$19.39	\$4.04
PIPELAYER	\$19.35	\$2.41
TRAFFIC CONTROL (Flagger)	\$19.29	\$3.05
TRAFFIC CONTROL (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards And Place Stationary Flags) (Excludes Flaggers)	\$21.69	\$3.22

PAINTER	RATES	FRINGES
(Spray Only)	\$19.29	\$2.87

POWER EQUIPMENT OPERATOR	RATES	FRINGES
ASPHALT LAYDOWN	\$22.67	\$8.72
ASPHALT PAVER	\$24.97	\$6.13
ASPHALT ROLLER	\$23.13	\$7.55
ASPHALT SPREADER	\$22.67	\$8.72
BOBCAT/SKID LOADER	\$19.29	\$4.28
BOOM	\$22.67	\$8.72
BROOM/SWEEPER	\$22.47	\$8.72
BULLDOZER	\$26.90	\$5.59
CONCRETE PUMP	\$21.60	\$5.21
Drill	\$20.48	\$4.71
FORKLIFT	\$19.29	\$4.68
GRADER/BLADE	\$22.67	\$8.72
GUARDRAIL/POST DRIVER	\$19.29	\$4.41
MECHANIC	\$22.89	\$8.72
OILER	\$23.73	\$8.41
ROLLER/COMPACTOR (Dirt and Grade Compaction)	\$20.30	\$5.51
ROTOMILL	\$19.29	\$4.41
SCREED	\$22.67	\$8.38
TRACTOR	\$19.29	\$2.95

TRAFFIC SIGNALIZATION	RATES	FRINGES
GROUNDSMAN	\$19.29	\$3.41

TRUCK DRIVER	RATES	FRINGES
DISTRIBUTOR	\$19.49	\$5.82
DUMP TRUCK	\$19.29	\$5.27
LOWBOY TRUCK	\$19.39	\$5.27

MECHANIC	\$26.48	\$3.50
MULTI-PURPSE SPECIALITY & HOISTING TRUCK	\$19.29	\$3.17
PICK UP AND PILOT CAR	\$19.29	\$3.77
SEMI/TRAILER TRUCK	\$19.40	\$4.13
TRUCK MOUNTED ATTENUATOR	\$19.29	\$3.22
WATER TRUCK	\$26.27	\$5.27

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

Prevailing Wage Administrator for Supplemental Rates

Specific to Denver projects: Revision Date 01-06-2026

Classification		Base	Fringe
Guard Rail Installer		\$19.29	\$3.20
Highway Parking Lot Striping: Painter		\$19.29	\$3.21
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$19.29	\$3.16
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$19.29	\$10.00
	Group 2	\$19.35	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$19.29	\$3.22

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

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE

Addenda

Contract Number: 202683062

2026 Street Maintenance Milling Only Contract
February 3, 2026

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

**CONTRACT NO. 202683062
PROJECT NAME: 2026 Street Maintenance Milling Only Contract**

**ADDENDUM NO. 1 TO CONTRACT DOCUMENTS
DATE OF ADDENDUM: 02-25-2026**

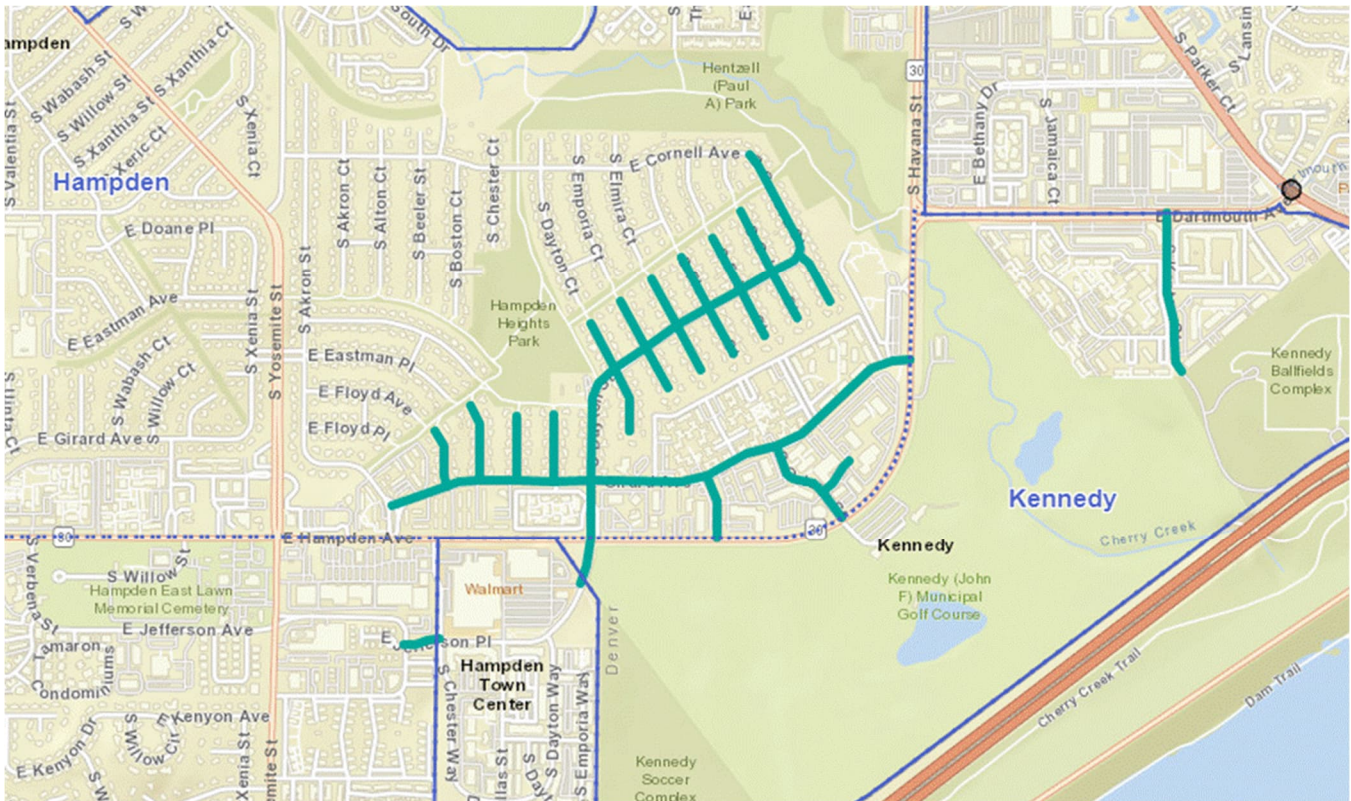
Bidders are hereby instructed that the drawings, specifications, and other contract documents are modified, corrected, supplemented and/or superseded for the above-mentioned project as hereinafter described in the following attachments:

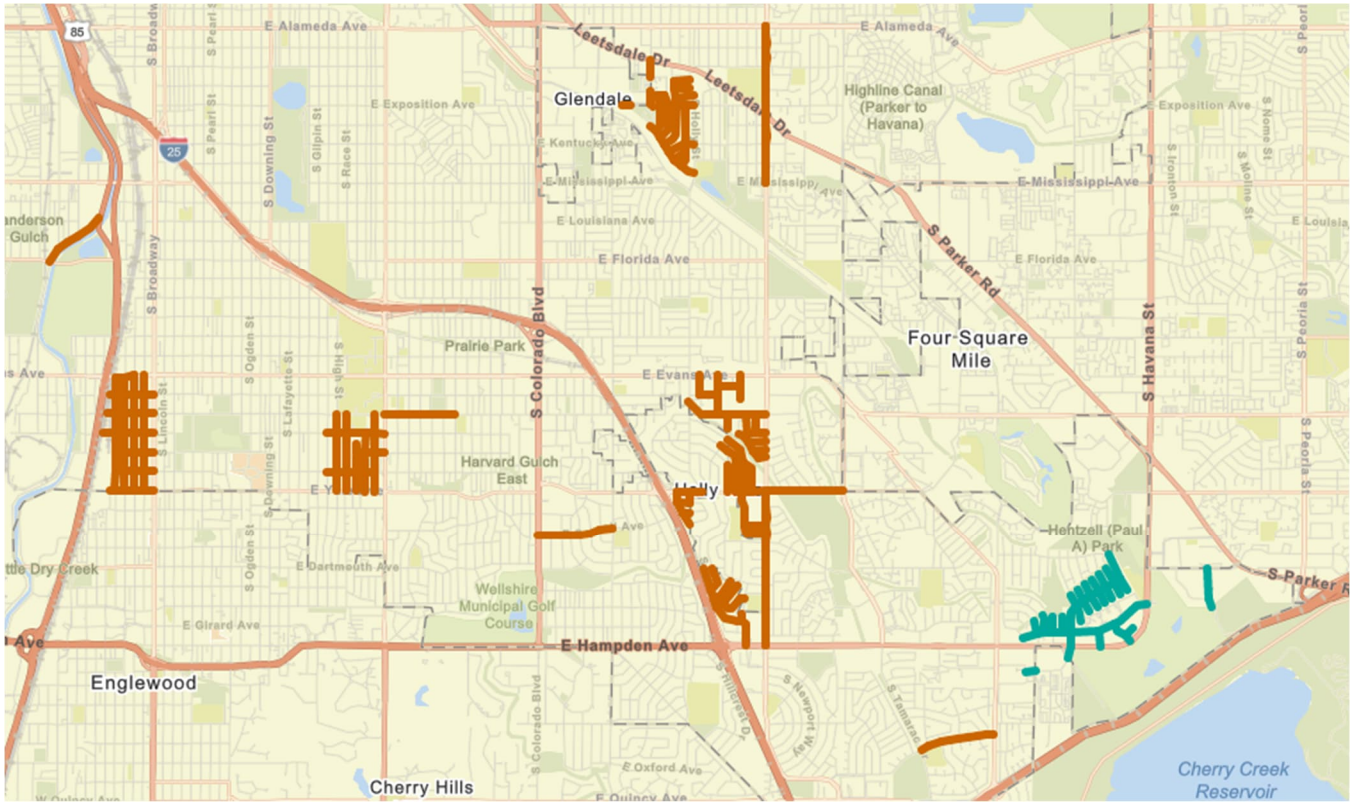
ADDITIONAL DOCUMENTS

- 2026 Street Maintenance Milling Only Contract: Listing of Street Names

QUESTIONS/ANSWERS

- Q1. Is there a map of all the milling locations or a street list?
- A1. **All work will be south of Alameda Avenue and north of I-225. First milling area is highlighted in Teal. Depending on performance in the first area will determine schedule and area for the remaining 15-20 lane miles. This is a mix of arterials, collectors, and locals; fast mobilization will be necessary as in-house paving will follow. Street Listing and Street Maps provided.**





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

James G. Potter, City Engineer

2/24/2026
Date

2026 Street Maintenance Milling Only Contract

Listing of Street Names

SMD Work Order	Functional Classification	Lane Miles	GIS Street Full Name	Street To Name	Street From Name
260104	LOCAL	0.27	E GIRARD AVE	S BOSTON CT	S AKRON ST
260104	LOCAL	0.15	E GIRARD AVE	S CHESTER CT	S BOSTON CT
260104	LOCAL	0.17	E GIRARD AVE	S CLINTON CT	S CHESTER CT
260104	LOCAL	0.17	E GIRARD AVE	S DALLAS CT	S CLINTON CT
260104	LOCAL	0.18	E GIRARD AVE	S DAYTON ST	S DALLAS CT
260104	LOCAL	0.54	E GIRARD AVE	S FLORENCE ST	S DAYTON ST
260104	LOCAL	0.35	E GIRARD AVE	S GALENA ST	S FLORENCE ST
260104	LOCAL	0.76	E GIRARD AVE	S HAVANA ST/TRAFFIC SIGNAL	S GALENA ST
260104	LOCAL	0.19	E HAMILTON PL	CDS	S GALENA ST
260104	LOCAL	0.17	E JEFFERSON PL	COLI/S CHESTER WAY	S BEELER ST
260104	LOCAL	0.26	S BOSTON CT	E GIRARD AVE	CDS
260104	LOCAL	0.35	S CHESTER CT	E GIRARD AVE	CDS
260104	LOCAL	0.31	S CLINTON CT	E GIRARD AVE	CDS
260104	LOCAL	0.3	S DALLAS CT	E GIRARD AVE	CDS
260104	LOCAL	0.3	S DAYTON CT	CDS	S DAYTON ST
260104	LOCAL	0.24	S DAYTON CT	S DAYTON ST	CDS
260104	LOCAL	0.31	S DAYTON ST	COLI	E HAMPDEN AVE/TRAFFIC SIGNAL
260104	LOCAL	0.56	S DAYTON ST	E GIRARD AVE	S DAYTON CT
260104	LOCAL	0.26	S DAYTON ST	E HAMPDEN AVE/TRAFFIC SIGNAL	E GIRARD AVE
260104	LOCAL	0.17	S DAYTON ST	S DAYTON CT	S EMPORIA CT
260104	LOCAL	0.17	S DAYTON ST	S ELMIRA CT	S FLORENCE CT
260104	LOCAL	0.17	S DAYTON ST	S EMPORIA CT	S ELMIRA CT
260104	LOCAL	0.17	S DAYTON ST	S FLORENCE CT	S FULTON CT
260104	LOCAL	0.17	S DAYTON ST	S FULTON CT	S GALENA CT
260104	LOCAL	0.15	S DAYTON ST	S GALENA CT	S GENEVA ST
260104	LOCAL	0.24	S ELMIRA CT	CDS	S DAYTON ST
260104	LOCAL	0.24	S ELMIRA CT	S DAYTON ST	CDS
260104	LOCAL	0.22	S EMPORIA CT	CDS	S DAYTON ST
260104	LOCAL	0.24	S EMPORIA CT	S DAYTON ST	CDS
260104	LOCAL	0.25	S FLORENCE CT	END	S DAYTON ST
260104	LOCAL	0.26	S FLORENCE CT	S DAYTON ST	BGN
260104	LOCAL	0.33	S FLORENCE ST	E HAMPDEN AVE/TRAFFIC SIGNAL	E GIRARD AVE
260104	LOCAL	0.25	S FULTON CT	CDS	S DAYTON ST
260104	LOCAL	0.27	S FULTON CT	S DAYTON ST	CDS
260104	LOCAL	0.25	S GALENA CT	CDS	S DAYTON ST
260104	LOCAL	0.31	S GALENA CT	S DAYTON ST	CDS
260104	LOCAL	0.36	S GALENA CT	E HAMILTON PL	E GIRARD AVE
260104	LOCAL	0.15	S GALENA ST	S HAVANA ST/E HAMPDEN AVE/TRAFFIC SIGNAL	E HAMILTON PL
260104	LOCAL	0.26	S GENEVA ST	CDS	S DAYTON ST
260104	LOCAL	0.52	S GENEVA ST	S DAYTON ST	E CORNELL AVE/NMCHG
260104	LOCAL	0.2	S KENTON ST	LG	PRIVATE RD
260104	LOCAL	0.68	S KENTON ST	PRIVATE RD	E DARTMOUTH AVE/COLI
260105	COLLECTOR	0.22	E MANSFIELD AVE	S UINTA ST	S TAMARAC DR/E PRINCETON AVE/TRAFFIC SIGNAL
260105	COLLECTOR	0.31	E MANSFIELD AVE	S VINCENNES CT	S UINTA ST
260105	COLLECTOR	0.21	E MANSFIELD AVE	S WABASH ST	S WHITING WAY
260105	COLLECTOR	0.21	E MANSFIELD AVE	S WHITING WAY	S VINCENNES CT
260105	COLLECTOR	0.23	E MANSFIELD AVE	S WILLOW WAY	S WISTERIA CT
260105	COLLECTOR	0.22	E MANSFIELD AVE	S WISTERIA CT	S WABASH ST
260105	COLLECTOR	0.2	E MANSFIELD AVE	S XANTHIA ST	S WILLOW WAY
260105	COLLECTOR	0.15	E MANSFIELD AVE	S YOSEMITE ST/TRAFFIC SIGNAL	S XANTHIA ST
260106	LOCAL	0.24	E AMHERST AVE	S HOLLY ST	S HUDSON ST
260106	LOCAL	0.13	E BATES AVE	COLI	S HUDSON ST
260106	LOCAL	0.46	E FLOYD DR	COLI	S LEYDEN ST
260106	LOCAL	0.08	E FLOYD DR	S LOCUST ST	COLI
260106	ARTERIAL	0.18	E YALE AVE	COLI/STR	E VASSAR AVE/S HOLLY ST
260106	ARTERIAL	0.29	E YALE AVE	E VASSAR AVE/S HOLLY ST	S VALLEY RD/S HUDSON ST
260106	ARTERIAL	0.12	E YALE AVE	S HOLLY PL/S HOLLY ST/COLI/TRAFFIC SIGNAL	COLI/STR
260106	LOCAL	0.56	S HOLLY PL	PRIVATE RD	S LEYDEN ST
260106	LOCAL	0.44	S HOLLY PL	S JASMINE WAY	E DARTMOUTH AVE/COLI
260106	LOCAL	0.19	S HOLLY PL	S KRAMERIA ST	S JASMINE WAY
260106	LOCAL	0.17	S HOLLY PL	S LEYDEN ST	S KRAMERIA ST
260106	LOCAL	0.07	S HOLLY PL	S LOCUST ST	PRIVATE RD
260106	LOCAL	0.13	S HOLLY ST	COLI	E VASSAR AVE/E YALE AVE
260106	LOCAL	0.08	S HOLLY ST	E AMHERST AVE	COLI
260106	LOCAL	0.21	S HUDSON ST	E AMHERST AVE	S VALLEY RD/E YALE AVE
260106	LOCAL	0.24	S HUDSON ST	E BATES AVE	E AMHERST AVE
260106	LOCAL	0.25	S HUDSON ST	E CORNELL AVE/COLI	E BATES AVE
260106	LOCAL	0.5	S JASMINE WAY	S HOLLY PL	S JASMINE ST/E DARTMOUTH AVE/COLI
260106	LOCAL	0.5	S KRAMERIA ST	S HOLLY PL	COLI
260106	LOCAL	0.42	S LEYDEN ST	E FLOYD DR	COLI
260106	LOCAL	0.15	S LEYDEN ST	S HOLLY PL	E FLOYD DR
260106	LOCAL	0.27	S LOCUST ST	E HAMPDEN AVE/WB HAMPDEN TO NB I25 RAMP/TRAFFIC SIGNAL	PRIVATE RD
260106	LOCAL	0.25	S LOCUST ST	PRIVATE RD	S HOLLY PL
260106	LOCAL	0.1	S LOCUST ST	S HOLLY PL	COLI
260107	ARTERIAL	0.04	E YALE AVE	COLI	S KRAMERIA ST
260107	ARTERIAL	0.05	E YALE AVE	S LEYDEN ST	S LOCUST ST
260107	ARTERIAL	0.19	E YALE AVE	S LINDEN CT	S LEYDEN ST
260107	ARTERIAL	0.1	E YALE AVE	S LOCUST ST	COLI
260107	ARTERIAL	0.38	E YALE AVE	S MAGNOLIA ST	S MONACO STREET PKWY/TRAFFIC SIGNAL
260107	ARTERIAL	0.34	E YALE AVE	S MONACO STREET PKWY/TRAFFIC SIGNAL	S LINDEN CT
260107	ARTERIAL	0.23	E YALE AVE	S NEWPORT ST	S NORMAN CT
260107	ARTERIAL	0.23	E YALE AVE	S NIAGARA ST	S MAGNOLIA ST
260107	ARTERIAL	0.23	E YALE AVE	S NORMAN CT	S NIAGARA ST
260107	ARTERIAL	0.3	E YALE AVE	S ONEIDA ST	S NEWPORT ST
260107	ARTERIAL	0.14	E YALE AVE	S QUEBEC ST/COLI/TRAFFIC SIGNAL	STR
260107	ARTERIAL	0.15	E YALE AVE	STR	S ONEIDA ST
260107	ARTERIAL	0.21	S MONACO STREET PKWY	E AMHERST AVE	E YALE AVE/TRAFFIC SIGNAL
260107	ARTERIAL	0.26	S MONACO STREET PKWY	E AMHERST AVE	E YALE AVE/TRAFFIC SIGNAL
260107	ARTERIAL	0.25	S MONACO STREET PKWY	E BATES AVE	E AMHERST AVE
260107	ARTERIAL	0.13	S MONACO STREET PKWY	E BATES AVE	E BROWN PL
260107	ARTERIAL	0.12	S MONACO STREET PKWY	E BETHANY PL	E BATES AVE
260107	ARTERIAL	0.15	S MONACO STREET PKWY	E BETHANY PL	E BATES AVE
260107	ARTERIAL	0.19	S MONACO STREET PKWY	E BROWN PL	E AMHERST AVE

2026 Street Maintenance Milling Only Contract

Listing of Street Names

SMD Work Order	Functional Classification	Lane Miles	GIS Street Full Name	Street To Name	Street From Name
260107	ARTERIAL	0.11	S MONACO STREET PKWY	E COLUMBIA PL/S CARTER CIR/COLI	E CORNELL AVE/COLI/TRAFFIC SIGNAL
260107	ARTERIAL	0.14	S MONACO STREET PKWY	E COLUMBIA PL/S CARTER CIR/COLI	E CORNELL AVE/COLI/TRAFFIC SIGNAL
260107	ARTERIAL	0.11	S MONACO STREET PKWY	E CORNELL AVE/COLI/TRAFFIC SIGNAL	E BETHANY PL
260107	ARTERIAL	0.14	S MONACO STREET PKWY	E CORNELL AVE/COLI/TRAFFIC SIGNAL	E BETHANY PL
260107	ARTERIAL	0.12	S MONACO STREET PKWY	E EASTMAN AVE/COLI	S MONACO CIR/COLI
260107	ARTERIAL	0.15	S MONACO STREET PKWY	E EASTMAN AVE/COLI	S MONACO CIR/COLI
260107	ARTERIAL	0.11	S MONACO STREET PKWY	E FLOYD AVE/COLI	E EASTMAN AVE/COLI
260107	ARTERIAL	0.2	S MONACO STREET PKWY	E FLOYD AVE/COLI	E FLOYD AVE/COLI
260107	ARTERIAL	0.14	S MONACO STREET PKWY	E FLOYD AVE/COLI	E EASTMAN AVE/COLI
260107	ARTERIAL	0.26	S MONACO STREET PKWY	E FLOYD AVE/COLI	E FLOYD AVE/COLI
260107	ARTERIAL	0.34	S MONACO STREET PKWY	E GIRARD AVE	E FLOYD AVE/COLI
260107	ARTERIAL	0.43	S MONACO STREET PKWY	E GIRARD AVE	E FLOYD AVE/COLI
260107	ARTERIAL	0.14	S MONACO STREET PKWY	E HAMPDEN AVE/TRAFFIC SIGNAL	E GIRARD AVE
260107	ARTERIAL	0.18	S MONACO STREET PKWY	E HAMPDEN AVE/TRAFFIC SIGNAL	E GIRARD AVE
260107	ARTERIAL	0.11	S MONACO STREET PKWY	S CARTER CIR/COLI	E COLUMBIA PL/S CARTER CIR/COLI
260107	ARTERIAL	0.14	S MONACO STREET PKWY	S CARTER CIR/COLI	E COLUMBIA PL/S CARTER CIR/COLI
260107	ARTERIAL	0.11	S MONACO STREET PKWY	S MONACO CIR/COLI	S CARTER CIR/COLI
260107	ARTERIAL	0.11	S MONACO STREET PKWY	S MONACO CIR/COLI	S MONACO CIR/COLI
260107	ARTERIAL	0.28	S MONACO STREET PKWY	S MONACO CIR/COLI	S CARTER CIR/COLI
260108	LOCAL	0.23	E BAKER PL	S MONACO STREET PKWY	S KIRKWOOD CT
260108	LOCAL	0.39	E BATES AVE	S MONACO STREET PKWY	S LOCUST ST
260108	LOCAL	0.34	E BETHANY PL	S MONACO STREET PKWY	S LOCUST ST/NMCHG
260108	LOCAL	0.32	E DICKENSON PL	S MONACO STREET PKWY	S KIRKWOOD CT
260108	LOCAL	0.14	E HARVARD AVE	S MONACO STREET PKWY	S KIRKWOOD CT/NMCHG
260108	LOCAL	0.79	E ILIFF AVE	S JASMINE ST	S HOLLY ST
260108	LOCAL	0.24	E ILIFF AVE	S KEARNEY ST	S JASMINE ST
260108	LOCAL	0.46	E ILIFF AVE	S LINDEN CT	S KEARNEY ST
260108	LOCAL	0.22	E ILIFF AVE	S LOCUST ST	S LINDEN CT
260108	LOCAL	0.22	E ILIFF AVE	S MONACO STREET PKWY/TRAFFIC SIGNAL	S LOCUST ST
260108	LOCAL	0.16	E VASSAR AVE	S LEYDEN ST/S LINDEN CT	S KRAMERIA ST
260108	LOCAL	0.34	E WARREN AVE	S JASMINE ST	S IVANHOE ST/NMCHG
260108	LOCAL	0.54	E WARREN AVE	S LEYDEN ST	S JASMINE ST
260108	LOCAL	0.1	E WESLEY AVE	S LINDEN CT	S KIRKWOOD CT
260108	LOCAL	0.18	E WESLEY AVE	S LOCUST ST	S LINDEN CT
260108	LOCAL	0.18	E WESLEY AVE	S MONACO STREET PKWY	S LOCUST ST
260108	LOCAL	0.25	S IVANHOE ST	E WARREN AVE/NMCHG	E EVANS AVE
260108	LOCAL	0.46	S JASMINE ST	E ILIFF AVE	E WARREN AVE
260108	LOCAL	0.19	S JASMINE ST	E WARREN AVE	E WARREN AVE
260108	LOCAL	0.26	S JASMINE ST	E WARREN AVE	E EVANS AVE/TRAFFIC SIGNAL
260108	LOCAL	0.31	S KEARNEY ST	CDS	E ILIFF AVE
260108	LOCAL	0.57	S KEARNEY ST	E YALE AVE/COLI	COLI
260108	LOCAL	0.17	S KIRKWOOD CT	E BAKER PL	E DICKENSON PL
260108	LOCAL	0.19	S KIRKWOOD CT	E DICKENSON PL	E WESLEY AVE
260108	LOCAL	0.17	S KIRKWOOD CT	E HARVARD AVE/NMCHG	E BAKER PL
260108	LOCAL	0.09	S KIRKWOOD CT	E WESLEY AVE	CDS
260108	LOCAL	0.15566688	S KRAMERIA ST	COLI	S JERSEY ST
260108	LOCAL	0.3	S KRAMERIA ST	E VASSAR AVE	COLI
260108	LOCAL	0.56	S KRAMERIA ST	E YALE AVE	E VASSAR AVE
260108	LOCAL	0.25	S LEYDEN ST	CDS	E WARREN AVE
260108	LOCAL	0.27	S LEYDEN ST	E WARREN AVE	E EVANS AVE
260108	LOCAL	0.56	S LEYDEN ST	E YALE AVE	S LINDEN CT/E VASSAR AVE
260108	LOCAL	0.59	S LEYDEN ST	S LINDEN CT/E VASSAR AVE	COLI
260108	LOCAL	0.38	S LINDEN CT	E WESLEY AVE	E ILIFF AVE
260108	LOCAL	0.65	S LINDEN CT	E YALE AVE	S LEYDEN ST/E VASSAR AVE
260108	LOCAL	0.68	S LOCUST ST	E BATES AVE	E YALE AVE
260108	LOCAL	0.2	S LOCUST ST	E BETHANY PL/NMCHG	E BATES AVE
260108	LOCAL	0.38	S LOCUST ST	E WESLEY AVE	E ILIFF AVE
260109	COLLECTOR	0.24	E CORNELL AVE	S ASH ST	S COLORADO BLVD
260109	COLLECTOR	0.2	E CORNELL AVE	S BELLAIRE ST	S ASH ST
260109	COLLECTOR	0.18	E CORNELL AVE	S BIRCH ST	S BELLAIRE ST
260109	COLLECTOR	0.21	E CORNELL AVE	S CHERRY WAY	S CLERMONT DR
260109	COLLECTOR	0.19	E CORNELL AVE	S CLERMONT DR	S BIRCH ST
260109	COLLECTOR	0.25	E CORNELL AVE	S DAHLIA ST	S DEXTER WAY
260109	COLLECTOR	0.21	E CORNELL AVE	S DEXTER WAY	S CHERRY WAY
260110	COLLECTOR	0.18	E ILIFF AVE	S CLAYTON ST	S COLUMBINE ST
260110	COLLECTOR	0.19	E ILIFF AVE	S COLUMBINE ST	S JOSEPHINE ST
260110	COLLECTOR	0.04	E ILIFF AVE	S FILLMORE ST	S FILLMORE ST
260110	COLLECTOR	0.16	E ILIFF AVE	S FILLMORE ST	S CLAYTON ST
260110	COLLECTOR	0.19	E ILIFF AVE	S JOSEPHINE ST	S UNIVERSITY BLVD/TRAFFIC SIGNAL
260110	COLLECTOR	0.04	E ILIFF AVE	S MILWAUKEE ST	S MILWAUKEE ST
260110	COLLECTOR	0.19	E ILIFF AVE	S MILWAUKEE ST	S FILLMORE ST
260110	COLLECTOR	0.19	E ILIFF AVE	S SAINT PAUL ST	S MILWAUKEE ST
260111	LOCAL	0.19	E HARVARD AVE	S GAYLORD ST	S VINE ST/NMCHG
260111	LOCAL	0.19	E HARVARD AVE	S UNIVERSITY BLVD/TRAFFIC SIGNAL	S YORK ST
260111	LOCAL	0.19	E HARVARD AVE	S YORK ST	S GAYLORD ST
260111	LOCAL	0.16	E LASALLE PL	S GAYLORD ST/NMCHG	S VINE ST/NMCHG
260111	LOCAL	0.17	E VASSAR AVE	S GAYLORD ST	S VINE ST
260111	LOCAL	0.17	E VASSAR AVE	S HIGH ST	S WILLIAMS ST
260111	LOCAL	0.17	E VASSAR AVE	S RACE ST	S HIGH ST
260111	LOCAL	0.17	E VASSAR AVE	S VINE ST	S RACE ST
260111	LOCAL	0.19	E VASSAR AVE	S YORK ST	S GAYLORD ST
260111	LOCAL	0.38	E WESLEY AVE	S GAYLORD ST	S RACE ST
260111	LOCAL	0.16	E WESLEY AVE	S HIGH ST	S WILLIAMS ST
260111	LOCAL	0.19	E WESLEY AVE	S RACE ST	S HIGH ST
260111	LOCAL	0.19	E WESLEY AVE	S UNIVERSITY BLVD	S YORK ST
260111	LOCAL	0.19	E WESLEY AVE	S YORK ST	S GAYLORD ST
260111	LOCAL	0.37	S GAYLORD ST	E HARVARD AVE	E WESLEY AVE
260111	LOCAL	0.24	S GAYLORD ST	E VASSAR AVE	E LASALLE PL/NMCHG
260111	LOCAL	0.37	S GAYLORD ST	E YALE AVE	E VASSAR AVE
260111	LOCAL	0.69	S HIGH ST	E VASSAR AVE	E WESLEY AVE
260111	LOCAL	0.31	S HIGH ST	E WESLEY AVE	E ILIFF AVE
260111	LOCAL	0.35	S HIGH ST	E YALE AVE	E VASSAR AVE
260111	LOCAL	0.75	S RACE ST	E VASSAR AVE	E WESLEY AVE

2026 Street Maintenance Milling Only Contract

Listing of Street Names

SMD Work Order	Functional Classification	Lane Miles	GIS Street Full Name	Street To Name	Street From Name
260111	LOCAL	0.4	S RACE ST	E WESLEY AVE	E ILIFF AVE
260111	LOCAL	0.37	S RACE ST	E YALE AVE	E VASSAR AVE
260111	LOCAL	0.17	S VINE ST	E HARVARD AVE/NMCHG	CDS
260111	LOCAL	0.25	S VINE ST	E VASSAR AVE	E LASALLE PL/NMCHG
260111	LOCAL	0.37	S VINE ST	E YALE AVE	E VASSAR AVE
260111	LOCAL	0.38	S YORK ST	E HARVARD AVE	E WESLEY AVE
260111	LOCAL	0.37	S YORK ST	E VASSAR AVE	E HARVARD AVE
260111	LOCAL	0.37	S YORK ST	E WESLEY AVE	E ILIFF AVE
260111	LOCAL	0.37	S YORK ST	E YALE AVE	E VASSAR AVE
260112	LOCAL	0.31	S ACOMA ST	W HARVARD AVE	W WESLEY AVE
260112	LOCAL	0.31	S ACOMA ST	W ILIFF AVE	W WARREN AVE
260112	LOCAL	0.31	S ACOMA ST	W VASSAR AVE	W HARVARD AVE
260112	LOCAL	0.31	S ACOMA ST	W WARREN AVE	W EVANS AVE
260112	LOCAL	0.31	S ACOMA ST	W WESLEY AVE	W ILIFF AVE
260112	LOCAL	0.31	S ACOMA ST	W YALE AVE/COLI	W VASSAR AVE
260112	LOCAL	0.31	S BANNOCK ST	W HARVARD AVE	W WESLEY AVE
260112	LOCAL	0.31	S BANNOCK ST	W ILIFF AVE	W WARREN AVE
260112	LOCAL	0.31	S BANNOCK ST	W VASSAR AVE	W HARVARD AVE
260112	LOCAL	0.31	S BANNOCK ST	W WARREN AVE	W EVANS AVE/W EVANS AVE SERVICE S/W EVANS AVE SERVICE N
260112	LOCAL	0.31	S BANNOCK ST	W WESLEY AVE	W ILIFF AVE
260112	LOCAL	0.31	S BANNOCK ST	W YALE AVE/COLI	W VASSAR AVE
260112	LOCAL	0.3	S CHEROKEE ST	W HARVARD AVE	W WESLEY AVE
260112	LOCAL	0.31	S CHEROKEE ST	W ILIFF AVE	W WARREN AVE
260112	LOCAL	0.31	S CHEROKEE ST	W VASSAR AVE	W HARVARD AVE
260112	LOCAL	0.27	S CHEROKEE ST	W WARREN AVE	W EVANS AVE SERVICE S
260112	LOCAL	0.31	S CHEROKEE ST	W WESLEY AVE	W ILIFF AVE
260112	LOCAL	0.31	S CHEROKEE ST	W YALE AVE/COLI	W VASSAR AVE
260112	LOCAL	0.31	S DELAWARE ST	W HARVARD AVE	W WESLEY AVE
260112	LOCAL	0.31	S DELAWARE ST	W ILIFF AVE	W WARREN AVE
260112	LOCAL	0.31	S DELAWARE ST	W VASSAR AVE	W HARVARD AVE
260112	LOCAL	0.27	S DELAWARE ST	W WARREN AVE	W EVANS AVE SERVICE S
260112	LOCAL	0.31	S DELAWARE ST	W WESLEY AVE	W ILIFF AVE
260112	LOCAL	0.31	S DELAWARE ST	W YALE AVE/COLI	W VASSAR AVE
260112	LOCAL	0.1	W EVANS AVE SERVICE S	S CHEROKEE ST	S BANNOCK ST/W EVANS AVE/W EVANS AVE SERVICE N
260112	LOCAL	0.09	W EVANS AVE SERVICE S	S DELAWARE ST	S CHEROKEE ST
260112	LOCAL	0.11	W HARVARD AVE	S ACOMA ST	S BROADWAY/E HARVARD AVE
260112	LOCAL	0.11	W HARVARD AVE	S BANNOCK ST	S ACOMA ST
260112	LOCAL	0.11	W HARVARD AVE	S CHEROKEE ST	S BANNOCK ST
260112	LOCAL	0.11	W HARVARD AVE	S DELAWARE ST	S CHEROKEE ST
260112	LOCAL	0.04	W ILIFF AVE	END	RRX
260112	LOCAL	0.1	W ILIFF AVE	RRX	S DELAWARE ST
260112	LOCAL	0.16	W ILIFF AVE	S ACOMA ST	S BROADWAY/E ILIFF AVE/TRAFFIC SIGNAL
260112	LOCAL	0.18	W ILIFF AVE	S BANNOCK ST	S ACOMA ST
260112	LOCAL	0.15	W ILIFF AVE	S CHEROKEE ST	S BANNOCK ST
260112	LOCAL	0.15	W ILIFF AVE	S DELAWARE ST	S CHEROKEE ST
260112	LOCAL	0.16	W VASSAR AVE	S ACOMA ST	S BROADWAY/E VASSAR AVE
260112	LOCAL	0.15	W VASSAR AVE	S BANNOCK ST	S ACOMA ST
260112	LOCAL	0.15	W VASSAR AVE	S CHEROKEE ST	S BANNOCK ST
260112	LOCAL	0.12	W VASSAR AVE	S DELAWARE ST	S CHEROKEE ST
260112	LOCAL	0.1	W WARREN AVE	BARR	S DELAWARE ST
260112	LOCAL	0.16	W WARREN AVE	S ACOMA ST	S BROADWAY/E WARREN AVE
260112	LOCAL	0.15	W WARREN AVE	S BANNOCK ST	S ACOMA ST
260112	LOCAL	0.15	W WARREN AVE	S CHEROKEE ST	S BANNOCK ST
260112	LOCAL	0.18	W WARREN AVE	S DELAWARE ST	S CHEROKEE ST
260112	LOCAL	0.11	W WESLEY AVE	END	RRX
260112	LOCAL	0.11	W WESLEY AVE	RRX	S DELAWARE ST
260112	LOCAL	0.18	W WESLEY AVE	S ACOMA ST	S BROADWAY/E WESLEY AVE
260112	LOCAL	0.17	W WESLEY AVE	S BANNOCK ST	S ACOMA ST
260112	LOCAL	0.17	W WESLEY AVE	S CHEROKEE ST	S BANNOCK ST
260112	LOCAL	0.17	W WESLEY AVE	S DELAWARE ST	S CHEROKEE ST
260112	LOCAL	0.04	W YALE AVE	COLI	S DELAWARE ST/COLI
260112	LOCAL	0.08	W YALE AVE	S ACOMA ST/COLI	S BROADWAY/E YALE AVE/COLI
260112	LOCAL	0.08	W YALE AVE	S BANNOCK ST/COLI	S ACOMA ST/COLI
260112	LOCAL	0.15	W YALE AVE	S CHEROKEE ST/COLI	S BANNOCK ST/COLI
260112	LOCAL	0.17	W YALE AVE	S DELAWARE ST/COLI	S CHEROKEE ST/COLI
260113	COLLECTOR	0.46	S PLATTE RIVER DR	S HURON ST	S SANTA FE DR
260113	COLLECTOR	0.18	S PLATTE RIVER DR	S INCA ST	S HURON ST
260113	COLLECTOR	0.28	S PLATTE RIVER DR	S JASON ST	S INCA ST
260113	COLLECTOR	0.41	S PLATTE RIVER DR	W FLORIDA AVE/TRAFFIC SIGNAL	S JASON ST
260114	ARTERIAL	0.08	S MONACO STREET PKWY	E ALASKA DR	E DAKOTA AVE
260114	ARTERIAL	0.31	S MONACO STREET PKWY	E CENTER AVE	E VIRGINIA AVE/TRAFFIC SIGNAL
260114	ARTERIAL	0.31	S MONACO STREET PKWY	E CENTER AVE	E VIRGINIA AVE/TRAFFIC SIGNAL
260114	ARTERIAL	0.16	S MONACO STREET PKWY	E DAKOTA AVE	E MAR VISTA PL
260114	ARTERIAL	0.06	S MONACO STREET PKWY	E DAKOTA AVE	E DAKOTA AVE
260114	ARTERIAL	0.11	S MONACO STREET PKWY	E DAKOTA AVE	E NEVADA PL
260114	ARTERIAL	0.21	S MONACO STREET PKWY	E EXPOSITION AVE/TRAFFIC SIGNAL	E CENTER AVE
260114	ARTERIAL	0.21	S MONACO STREET PKWY	E EXPOSITION AVE/TRAFFIC SIGNAL	E CENTER AVE
260114	ARTERIAL	0.25	S MONACO STREET PKWY	E KENTUCKY AVE/TRAFFIC SIGNAL	E OHIO AVE
260114	ARTERIAL	0.11	S MONACO STREET PKWY	E KENTUCKY AVE/TRAFFIC SIGNAL	PRIVATE RD
260114	ARTERIAL	0.11	S MONACO STREET PKWY	E MAR VISTA PL	E ALAMEDA AVE/TRAFFIC SIGNAL
260114	ARTERIAL	0.12	S MONACO STREET PKWY	E MAR VISTA PL	E ALAMEDA AVE/TRAFFIC SIGNAL
260114	ARTERIAL	0.26	S MONACO STREET PKWY	E MISSISSIPPI AVE/TRAFFIC SIGNAL	E TENNESSEE AVE/TRAFFIC SIGNAL
260114	ARTERIAL	0.26	S MONACO STREET PKWY	E MISSISSIPPI AVE/TRAFFIC SIGNAL	E TENNESSEE AVE/TRAFFIC SIGNAL
260114	ARTERIAL	0.11	S MONACO STREET PKWY	E NEVADA PL	E MAR VISTA PL
260114	ARTERIAL	0.12	S MONACO STREET PKWY	E OHIO AVE	LEETSDALE DR/TRAFFIC SIGNAL
260114	ARTERIAL	0.12	S MONACO STREET PKWY	E OHIO AVE	LEETSDALE DR/TRAFFIC SIGNAL
260114	ARTERIAL	0.25	S MONACO STREET PKWY	E TENNESSEE AVE/TRAFFIC SIGNAL	E KENTUCKY AVE/TRAFFIC SIGNAL
260114	ARTERIAL	0.25	S MONACO STREET PKWY	E TENNESSEE AVE/TRAFFIC SIGNAL	E KENTUCKY AVE/TRAFFIC SIGNAL
260114	ARTERIAL	0.2	S MONACO STREET PKWY	E VIRGINIA AVE/TRAFFIC SIGNAL	E DAKOTA AVE
260114	ARTERIAL	0.12	S MONACO STREET PKWY	E VIRGINIA AVE/TRAFFIC SIGNAL	E ALASKA DR
260114	ARTERIAL	0.14	S MONACO STREET PKWY	LEETSDALE DR/TRAFFIC SIGNAL	E EXPOSITION AVE/TRAFFIC SIGNAL
260114	ARTERIAL	0.14	S MONACO STREET PKWY	LEETSDALE DR/TRAFFIC SIGNAL	E EXPOSITION AVE/TRAFFIC SIGNAL
260114	ARTERIAL	0.14	S MONACO STREET PKWY	PRIVATE RD	E OHIO AVE

2026 Street Maintenance Milling Only Contract Listing of Street Names

SMD Work Order	Functional Classification	Lane Miles	GIS Street Full Name	Street To Name	Street From Name
260115	LOCAL	0.31	E CENTER AVE	S HOLLY ST	S GRAPE ST
260115	LOCAL	0.3	E CUSTER PL	S HOLLY ST	S GRAPE ST/NMCHG
260115	LOCAL	0.22	E EXPOSITION AVE	COLI	COLI
260115	LOCAL	0.17	E EXPOSITION AVE	S GLENCOE ST	S FLAMINGO CT
260115	LOCAL	0.16	E EXPOSITION AVE	S GRAPE ST	S GLENCOE ST
260115	LOCAL	0.17	E EXPOSITION AVE	S HOLLY ST/TRAFFIC SIGNAL	S HUDSON ST
260115	LOCAL	0.17	E EXPOSITION AVE	S HUDSON ST	S GRAPE ST
260115	LOCAL	0.09	E GILL PL	S GLENCOE ST/NMCHG	S FLAMINGO CT/NMCHG
260115	LOCAL	0.31	E GILL PL	S HOLLY ST	S GRAPE ST
260115	LOCAL	0.15	E KENTUCKY AVE	S HOLLY ST	S HUDSON ST
260115	LOCAL	0.34	E KENTUCKY AVE	S HUDSON ST	E VALE DR
260115	LOCAL	0.26	E TENNESSEE AVE	S HUDSON ST	E VALE DR
260115	LOCAL	0.14	E VALE DR	E KENTUCKY AVE	S GRAPE ST
260115	LOCAL	0.16	E VALE DR	E TENNESSEE AVE	E KENTUCKY AVE
260115	LOCAL	0.14	E VALE DR	S FLAMINGO CT	CDS
260115	LOCAL	0.14	E VALE DR	S GLENCOE ST	S FLAMINGO CT
260115	LOCAL	0.14	E VALE DR	S GRAPE ST	S GLENCOE ST
260115	LOCAL	0.37	E VALE DR	S HOLLY ST	S HUDSON ST
260115	LOCAL	0.17	E VALE DR	S HUDSON ST	E TENNESSEE AVE
260115	LOCAL	0.19	S FLAMINGO CT	E EXPOSITION AVE	E GILL PL/NMCHG
260115	LOCAL	0.49	S FLAMINGO CT	E VALE DR	E EXPOSITION AVE
260115	LOCAL	0.22	S FOREST ST	E EXPOSITION AVE/COLI	PRIVATE RD/E CENTER AVE/COLI
260115	LOCAL	0.1	S FOREST ST	END	E EXPOSITION AVE/COLI
260115	LOCAL	0.32	S FOREST ST	PRIVATE RD/E CUSTER PL/COLI	LEETSDALE DR/COLI/TRAFFIC SIGNAL
260115	LOCAL	0.21	S GLENCOE ST	E EXPOSITION AVE	E GILL PL/NMCHG
260115	LOCAL	0.65	S GLENCOE ST	E VALE DR	E EXPOSITION AVE
260115	LOCAL	0.14	S GRAPE ST	E CENTER AVE	E CUSTER PL/NMCHG
260115	LOCAL	0.12	S GRAPE ST	E EXPOSITION AVE	E GILL PL
260115	LOCAL	0.17	S GRAPE ST	E GILL PL	E CENTER AVE
260115	LOCAL	0.8	S GRAPE ST	E VALE DR	E EXPOSITION AVE
260115	LOCAL	0.73	S HUDSON ST	E KENTUCKY AVE	E EXPOSITION AVE
260115	LOCAL	0.15	S HUDSON ST	E TENNESSEE AVE	E KENTUCKY AVE
260115	LOCAL	0.26	S HUDSON ST	E VALE DR	E TENNESSEE AVE
TOTALS		76.10			

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER
THE MILE HIGH CITY

DEPARTMENT OF TRANSPORTATION &
INFRASTRUCTURE

Technical Specifications

Contract Number: 202683062

2026 Street Maintenance Milling Only Contract

February 3, 2026



**STREET MAINTENANCE DIVISION
SPECIAL PROVISIONS
STANDARD CONCRETE CONSTRUCTION DETAILS AND
TECHNICAL SPECIFICATIONS
PAVEMENT MILLING**

It is the intent of the City to use the City of Denver Public Works “Transportation Standards and Details for the Engineering Division” 2019 edition, the Wastewater Management Division Standard Details and Drawings (when applicable), the Department of Public Works “Standard Specifications For Construction General Contract Conditions” 2011 edition, and the Contractor shall additionally abide by all rules and guidelines as required by City and County of Denver Right of Way Street Occupancy Permit.

It is further the intent of the City to use applicable specifications from the Colorado Department of Transportation “Standard Specifications for Road and Bridge” 2019 edition with revisions listed in the “Index of Revisions to the 2019 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction.”

INDEX OF REVISIONS TO THE 2019 CDOT Standard Specifications for Road and Bridge Construction

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APPENDICES

- A. Annotated Revisions

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. All non-hazardous waste is to be hauled to Denver Arapahoe Disposal Site (DADS) as per "SC-12 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS" of the Contract. All costs of removal, loading, hauling and disposal of all excavations, unsuitable and excess materials and removal items are included in the related Removal Pay Item and will not be paid separately.

Subsection 202.02 shall be revised to include the following:

The Project Inspector will mark the limits of removals in the field. All damage to structures to remain in place shall be repaired at the Contractor's expense.

Removed concrete and asphalt material may not be used to construct embankments.

Culverts, pipes or sewers may not be left in place and filled, unless directed by the Project Manager. Storm sewers shall be removed per approved plan details.

Subsection 202.03 is hereby replaced as follows:

All salvageable 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 Project Manager. The Contractor shall be held responsible for the safekeeping of all salvageable materials during the period of the Contract until they are delivered to the City. The Contractor shall make good or replace at the contractor's own expense any such materials damaged, stolen or otherwise lost prior to receipt by the City. All salvageable 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 at a concrete recycling site if possible, unless otherwise designated on the plans, or as directed by the Project Manager.

Old construction which abuts new construction, edges of pavement, sidewalks, curbs, etc., to be left in place shall be saw-cut at the nearest joint 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 saw-cut to a neat vertical face with minimal jagged edges to the satisfaction of the Project Manager.

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. Fugitive dust shall be collected using a high-powered dustcontrol system that will prevent fugitive dust from going into the air. Gutters which are excessively (greater than one-quarter inch in depth) planed or damaged shall be removed and replaced by the Contractor at the Contractor's expense. If gutter is designated for removal, no separate payment shall be made for asphalt removal.

Fugitive dust shall be collected using a high-powered dust control system that will prevent fugitive dust from going into the air. Gutters which are excessively (greater than one-quarter inch in depth) planed or damaged shall be removed and replaced by the Contractor at the Contractor's 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:

All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized in manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

Removal of asphalt mat (planing or milling) will be measured by the square yard, regardless of thickness. 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. Fugitive dust shall be collected using a high- powered dust control system that will prevent fugitive dust from going into the air.

Equipment

A planer with sufficient power, traction, and stability shall be required to maintain an accurate depth of cut. The propulsion and guidance system of the planer shall be maintained in such condition that the planer may be operated to straight and true lines without excessive lateral deviation. Operation with broken or missing teeth will not be allowed. Worn teeth shall be replaced if the planer does not produce a uniform surface. The planer shall be capable of picking up the removed asphalt cement concrete pavement in a single operation. A self loading conveyer shall be an integral part of the planer. Windrows will not be allowed. All equipment and machinery shall be kept in good working order, free of leaks and properly muffled. All taxes, licenses and fees shall have been paid and proper licenses and permits shall be posted as required by law.

Subsection 202.12 is hereby deleted and replaced as follows:

The quantities will be accepted by visual inspection and measurement by the Project Manager. The accepted quantities will be paid for at the contract unit price for each of the pay items listed below that appear in the Contract bid schedule. Payment shall be full compensation for all labor, equipment, time and materials for each unit bid item complete in place including saw cutting, scraping, sandblasting, removal, hauling and disposal of such items, excavation of subgrade material reconditioning or installation of aggregate base course and subsequent backfill, grading and compaction (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, hauling and disposal as provided herein.

Millings may be disposed of at City and County storage facilities.

Payment will be made under:

PAY ITEMS	PAY UNIT
Removal of Asphalt Mat	SY

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

Subsection 203.04 of the Standard Specifications 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 Class 6 Recycled Concrete or other material approved by the Project Manager.

Subsection 203.07 shall include the following:

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

- a) Clay soils – 95% of the maximum density determined in accordance with AASHTO T-99
- b) Granular soils – 95% 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. Adequate compaction shall be demonstrated by the absence of rutting, pumping, or deflection following a proof roll of the test strip using any piece of construction equipment that is a pneumatic tired vehicle (100 psi tire pressure) and exerts a minimum 18-kip per axle load. Areas found to be weak and those areas which failed shall be ripped, scarified, dried or wetted as necessary and re-compacted to the requirements for density and moisture at the Contractor's expense.

Where unsuitable material is encountered below proposed subgrade, the Project Manager may require the Contractor to remove the unsuitable materials and backfill to the finished grade with Class 6 Recycled Concrete, or other approved material. The Project Manager may designate as unsuitable those soils that are detrimental to the finished roadway. All unsuitable material shall be disposed of as directed. Excavation including unsuitable material, hauling and disposal of unsuitable material and concrete or any debris related to infrastructure removal (except asbestos or radioactive material), installation of aggregate base course, grading and compaction of suitable material or aggregate base course to proposed subgrade elevation will be paid for as outlined in Subsection 203.11.

Subsection 203.11 is hereby deleted and replaced as follows:

Muck Excavation, Barrow, Embankment Material, Stripping, Blading and Dozing will be paid for as follows: the top 6" shall be included in the cost of the related work. Excavation over 6" will be measured and paid for as unclassified excavation, payment will be for depth minus 6".

Proof rolling, blading, wetting, drying, dozing and sub-grade reconditioning, 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.

Unclassified Excavation will only be measured for payment at work locations where new ADA ramps are constructed replacing sidewalk or existing landscaped areas, a ramp is lowered to meet the grade and slope requirements, or a new crossspan is installed. Unclassified excavation will be paid for as follows: the top 6" shall be included in the cost of the related work. Depths greater than 6" will be paid for as unclassified excavation, payment will be for depth minus 6". The measurement for Unclassified Excavation shall be equal to the newly constructed ADA Ramp/crossspan area in square yards multiplied by the depth of soil removed and converted to cubic yards for example; Take the area of the ADA ramp/crossspan measured in square yards then multiply by 1/3 for a quantity that is one foot of depth per square yard and convert that volume to cubic yards of Unclassified Excavation.

3-Man Labor Crew will be measured as the actual number of hours worked and shall include with each application for payment the name, date and hours worked agreed to daily as directed by the City's Construction Project Manager.

Payment will be made under:

<u>PAY ITEMS</u>	<u>PAY UNIT</u>
Unclassified Excavation (Greater than 6")	CY
3-Man Labor Crew	HR

Payment for the replacement of unsuitable material shall be as follows: payment for replacement of unsuitable material shall be for the quantity that is placed in the excavated area at the respective unit price for the material that is approved by the Engineer and used.

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 of the Standard Construction Specifications is hereby removed in its entirety and replaced with the following:

PART I: DEFINITIONS

Definitions used for this Section shall consist of those listed in Title 1 of the City and County of Denver “Standard Specifications for Construction, General Contract Conditions”, 2011 edition.

Definitions used for this Section hereby incorporate those identified within the City and County of Denver Construction Activities Stormwater Manual (CASM).

Additional Definitions applicable to this Section are listed heretofore:

Basis of Payment: The terms under which “Work” is paid, as a designated “Pay Item” in accordance with the quantity measured and the “Pay Unit.”

Best Management Practices (BMPs): Schedules of activities, prohibitions of practices, installation of devices, maintenance procedures, and other management practices deployed to stabilize the construction site to prevent or reduce the pollution of State Waters (see definition below). Stormwater BMPs can be classified as "structural" (i.e., devices installed or constructed on a site) or "non-structural" (procedures, such as modified landscaping practices).

Colorado Department of Health and Environment (CDPHE): State of Colorado, Water Quality Control Division responsible for issuance of State Construction Stormwater Permit.

Construction Activities Stormwater Discharge Permit (CASDP): Permit issued by the City for compliance with City & County of Denver Revised Municipal Code and Department of Public Works Rules & Regulations concerning the discharge of pollutants in storm generated runoff from construction sites to Municipal Separate Storm Sewer System (MS4, see definition below) or State Waters, via the Municipal Separate Storm Sewer System (MS4).

Construction Activities Stormwater Manual (CASM): City and County of Denver Construction Activities Stormwater Manual (CASM), 2010 edition.

Colorado Department of Transportation (CDOT): State agency that has published standards for Erosion Control with accompanying Erosion Control Supervisor certification courses.

Erosion Control Supervisor (ECS): The Erosion Control Supervisor is assigned by the Contractor to perform duties as described in this Section. The ECS shall be properly trained in BMPs per requirements of Part V below, and shall be under the direction of a Professional Engineer licensed in the State of Colorado when performing any modifications to the Project Stormwater Management Plan (SWMP), as required by CDPHE.

Final Stabilization: Point of construction when all ground surface disturbing activities at the site have been completed and uniform vegetative cover has reached 70% of pre-disturbance vegetative cover (as judged by comparison to nearest fallow vegetation), or equivalent permanent features have been employed. At this point, all temporary BMPs can be removed, all construction and equipment maintenance wastes have been disposed of properly; and all elements of the Stormwater Management Plan have been completed.

Major SWMP Modification: Changes to the original SWMP that removes or adds additional area to the Project, or modifies the hydrology or drainage of the Project. A Major SWMP Modification requires the submission of revised Stormwater Management Plan (SWMP) elements to the Permit Authority for review and approval. Any adjustments to a SWMP must be performed either by or under the direction of a Professional Engineer licensed in the State of Colorado.

Minor SWMP Modification: Modification to the SWMP that does NOT increase the scope or change hydrology of the Project but: modifies/improves specific BMPs in use at site, indicates progression in phasing of the Project, or specifies relocation of previously approved BMPs within the Project. Any adjustments to a SWMP must be performed either by or under the direction of a Professional Engineer licensed in the State of Colorado.

Municipal Separate Storm Sewer System (MS4): A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

- a) owned or operated by a State, city, town, county, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of stormwater or other wastes, including special

districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or a

- b) designated and approved management agency under Section 208 of the Federal Clean Water Act that discharges to State Waters;
- c) designed or used for collecting or conveying stormwater;
- d) which is not a combined sewer; and
- e) which is not part of a Publicly Owned Treatment Works (POTW).

Permit Authority: The Department authorized by the City to review and process CASDP Applications for Capital and/ or governmental sponsored Projects. The responsible City department serving as the Permit Authority is the Engineering, Regulatory and Analytics Office. As a clarification, the Denver Department of Development Services is the single intake point for all permits

Permit Enforcement Authority: The Department authorized by the City to inspect and enforce CASDP Rules and Conditions for all construction Projects within the City’s MS4 Boundary. The responsible City department serving as the Permit Enforcement Authority is the Wastewater Management Division of the Department of Public Works.

State Construction Stormwater Permit: Colorado Revised Statutes require that all construction sites/development Projects, which by definition, disturb one or more acres in area, shall be covered by a State issued general permit for construction activities. Information on the application requirements for the State permit can be obtained by phone at 303-692-3500; or by visiting their offices located at 4300 Cherry Creek Drive South, Denver, CO 80246 – 1530 or on the Web at: <https://www.colorado.gov/pacific/cdphe/news/water-quality-permits>

State Waters: Any and all surface waters which are contained in or flow in or through this State, not to include waters in sewage systems, waters in treatment works of disposal systems, waters in potable water distribution systems, and all water withdrawn for use until use and treatment have been completed. Examples of State Waters include, but are not limited to, perennial streams, intermittent or ephemeral gulches and arroyos, ponds, lakes, reservoirs, irrigation canals or ditches, wetlands, stormwater conveyances (when they discharge to a surface water), and groundwater.

Stormwater Management Plan (SWMP): The Stormwater Management Plan contains the requirements necessary to accomplish all the following:

The SWMP establishes a minimum standard to construct, install, maintain, and remove required BMPs during the life of the Contract to prevent or minimize pollution of stormwater due to erosion, sediment transport, and construction related pollutant generated during all phases of the Project. A SWMP consists of the following elements:

- a) CASDP Narrative Worksheet with Narrative Report. The Narrative Report and supporting documents should fully address the methods to be used to prevent sediment, debris, and other pollutants from entering the MS4 and/ or State Waters in and around the Project area. Proposed structural and non-structural BMPs should be described with sufficient implementation detail to ensure that the logical phases of the proposed construction Project meet the performance standards listed in the CASM.
- b) Proposed site drawings and Best Management Practice (BMP) installation details as they apply to the site conforming to the Urban Storm Drainage Criteria Manual, Vol. 3, "Best Management Practices", most current version as issued by the Urban Drainage and Flood Control District (UDFCD), or those established by the City’s Department of Public Works. If erosion control drawings were included within the bid documents for the Project, they shall be used for bid purposes and initial planning/ deployment of BMPs on the Project. If provided drawings are signed/ sealed by a Professional Engineer, they have been pre-approved by the Permit Authority and may be used without revision for purposes of submitting for CASDP. If provided drawings do not have signature/ seal of Professional Engineer licensed by the State of Colorado, they will require revision by the Contractor with Professional Engineer signature/ seal prior to submission to the City and County of Denver for CASDP.
- c) Supporting documentation related to proposed BMPs that are not currently identified in UDFCD Vol. 3 or as otherwise published by the City.

Any preparation of or adjustments to a SWMP must be performed either by or under the supervision of a Professional Engineer licensed in the State of Colorado. SWMP elements submitted to the City shall also meet currently established criteria of the CDPHE as the SWMP must meet all local, State and Federal requirements.

Substantial Completion of Erosion Control: Point of construction when permanent BMPs have been installed, initial growth is in place, and the site is waiting for vegetative cover to reach 70% of pre- disturbance vegetative cover.

PART II: DESCRIPTION

This Work shall consist of constructing, installing, maintaining, and removing when required, BMPs during the life of the Contract until Final Stabilization to prevent or minimize erosion, sedimentation, and pollution of any waters including storm, drainage-ways, MS4, State Waters, and/ or wetlands. Work under this Section includes the Contractor obtaining required Permits, utilizing SWMP elements provided in the Contract, and/ or SWMP elements specifically prepared by the Contractor as defined herein. The work shall also consist of providing on-going maintenance and monitoring of the SWMP as may be necessary due to the specific and/or dynamic needs of the Project as well as meet all requirements set forth within the CASM.

The Contractor shall coordinate the construction of temporary BMPs with the construction of permanent BMPs to assure economical, effective, and continuous erosion and sediment control and water pollution prevention throughout the construction period until Final Stabilization is achieved

When a provision of this Section or an order by the Permit Enforcement Authority requires that an action be immediate or taken immediately, it shall be understood that the Contractor shall at once begin effecting completion of the action and pursue it to completion in a manner acceptable to the Permit Enforcement Authority, and in accordance with applicable Permitting requirements.

PART III: MATERIALS

The materials to be used for BMPs shall conform to each specific detail as set forth within the Project SWMP or as noted on the Contract Drawings.

PART IV: EROSION CONTROL PERMIT STATUS

The current SWMP status for the Project is as follows:

A SWMP is currently not required for this project as the proposed disturbed area and/ or proximity to stream does not meet the minimum criteria for requiring a CASDP. However, the responsibilities for

minimizing sediment pollution from the Project have not been waived, and as such, the City hereby requires the Contractor to perform as specified in the following notes. Because a SWMP and CASDP are not necessary for the Project, all cost for performance of the following notes shall not be paid for separately, but shall be included in the work.

“A CASDP Permit will not be required for this project, however, the Contractor and/or their authorized agents shall ensure that all potential pollutants generated during demolition, excavation, trenching, boring, grading, or other construction Work associated with this permit, be prevented from discharge to stormwater conveyance systems in the vicinity of the Project.

The Contractor and/or their authorized agents shall remove all sediment, mud, construction debris, or other potential pollutants that may have been discharged to or, accumulate in the flow lines of storm drainage appurtenances and public rights of ways of the City and County of Denver as a result of construction activities associated with this Project. All removals shall be conducted in a timely manner.

The Contractor shall be held responsible for remediation of any adverse impacts to the MS4, State Waters, waterways, wetlands, and or other public or private properties, resulting from work done as part of this Project.

The Contractor and/or their authorized agents shall insure that all loads of cut and fill material imported to or exported from the Project shall be properly covered to prevent loss of the material during transport on public rights of way.” (Sec.49-552; Denver Revised Municipal Code)

Approved erosion and sediment control ‘Best Management Practices’ shall be maintained and kept in good repair for the duration of the Project. All necessary maintenance and repair shall be completed immediately upon discovery of any deficiency or defect.

The Contractor and/or their authorized agents shall implement the following Best Management Practices (BMPs) on site during construction. Best Management Practice (BMP) installation details and maintenance shall conform to the Urban Storm Drainage Criteria Manual, Vol. 3, "Best Management Practices", most current version as issued by the Urban Drainage and Flood Control District (UDFCD), or those established by the City's Department of Public Works.

1. VEHICLE TRACKING CONTROL: This BMP is required at all access points to a construction site that are used by vehicular traffic or construction equipment.
2. INLET PROTECTION: This BMP is required on all existing or proposed storm sewer inlets in the vicinity of the construction site that may receive site runoff. The BMP must be appropriate to the type of storm inlet and appropriate for the ground surface at the inlet.
3. INTERIM SITE STABILIZATION: This BMP is required to provide a measure for preventing the discharge of sediment from construction sites where overlot grading or other site disturbance has occurred. This BMP is particularly necessary on sites where construction activities/disturbance will be limited to small areas of the project site.

Acceptable BMPs include:

- a. Preserving existing vegetation
 - b. Seeding and planting
 - c. Mulching
 - d. Mulching and seeding
 - e. Temporary/Permanent re-vegetation operations
 - f. Chemical soil stabilizer application (requires Permit Enforcement Authority approval)
4. WASTE MANAGEMENT/CONTAINMENT: This BMP requires that all construction wastes, fuels, lubricants, chemical wastes, trash, sanitary wastes, contaminated soils or debris shall be contained on site, protected from contact with precipitation or surface runoff, periodically removed from the construction site, and properly disposed of.
 5. SPILL PREVENTION /CONTAINMENT: This BMP defines the measures proposed for preventing, controlling, or containing spills of fuel, lubricants, or other pollutants; and protecting potential pollutants from contact with precipitation or runoff.
 6. CHUTE WASHOUT CONTAINMENT: Water used in the cleaning of ready mixed concrete truck delivery chutes shall be discharged into a predefined, bermed containment area on the job site. The required containment area is to be bermed so that wash water is totally contained. Wash water discharged into the containment area shall be allowed to infiltrate or evaporate. Dried concrete waste shall be removed from the containment area and properly disposed of. The direct or indirect discharge of water containing waste concrete to the storm sewer system is prohibited (Sec.56-102a, c; Denver Revised Municipal Code).
 7. STREET SWEEPING: This BMP requires that paved surfaces which are adjacent to construction sites be swept in a timely manner when sediment and other materials are tracked or discharged on to them. Either sweeping by hand or use of street sweepers is acceptable. Street sweepers using water while sweeping is preferred in order to minimize dust. Flushing off paved surfaces with water is prohibited.
 8. PERIMETER CONTROL: This BMP requires that a construction site install a perimeter control measure along the edge of the construction site, to prevent, or filter the discharge of surface runoff from the construction site. The type of perimeter control used shall be determined based on site conditions and location. Maintenance and repair of the control measure shall occur as needed, in a timely manner.
 9. STOCK PILES: Soils that will be stockpiled for more than thirty (30) days shall be protected from wind and water erosion within fourteen (14) days of stockpile construction. Stabilization of stockpiles located within 100 feet of an MS4 or State Waters, or with slopes 3 to 1 or greater shall be completed within seven (7) days following stockpile construction. Stabilization and protection of the stockpile may be accomplished by any of the following: Mulching, Temporary/Permanent Revegetation Operations, Chemical Soil Stabilizer Application (requires Permit Enforcement Authority approval), or erosion control matting/Geotextiles. If stockpiles are located within 100 feet of top of bank of an MS4 or State Waters, a drainage-way or the site perimeter, additional sediment controls shall be required.

10. **SAW CUTTING OPERATIONS:** The Contractor shall protect all storm sewer facilities adjacent to any location where pavement cutting operations involving wheel cutting, saw cutting, or abrasive water jet cutting are to occur. The Contractor shall remove and properly dispose of all waste products generated by said cutting operations on a daily basis or as needed throughout the work day. The discharge of any water contaminated by waste products from cutting operations to the storm sewer system is prohibited. (Sec.56-102a, c; Denver Revised Municipal Code).

PART V: CONSTRUCTION REQUIREMENTS

- A. **SCHEDULES:** At least 10 working days prior to the beginning of any construction work, the Contractor shall submit for approval a schedule for accomplishment of temporary and permanent BMPs shown in the SWMP. This schedule shall specifically indicate the sequence of clearing and grubbing, earthwork operations, and construction of temporary and permanent BMPs. The schedule shall include BMPs for all areas within the Project boundaries, including but not limited to, haul roads, borrow pits, and storage and other staging sites. Work shall not be started until the BMP schedule has been approved in writing by the Project Manager, and on-site pre-construction inspection is performed and approved by CCD's NPDES inspector. Once the work has started, and during the active construction period, the Contractor shall update the schedule for all BMPs on a regular basis, and as required to keep the SWMP in compliance.
- B. **CONSTRUCTION IMPLEMENTATION:** The Contractor shall incorporate into the Project all BMPs that are appropriate for the current phase of work, as outlined in the accepted schedule.
- C. **UNFORSEEN CONDITIONS:** The Contractor shall direct the ECS (under the supervision of a Professional Engineer licensed in the State of Colorado) to design and implement BMPs for correcting conditions unforeseen during design of the Project, or as possible for emergency situations, which arise during construction. The Project's SWMP, UDFCD Vol 3 standards and details, and CDOTs "Erosion Control and Storm-Water Quality Guide," and any approved modification to these documents as proposed by the Contractor, shall be used as reference documents for the purpose of designing appropriate BMPs. Measures and methods proposed by the Contractor to deal with unforeseen conditions shall be reviewed and approved in writing by the Permit Enforcement Authority and the Project Manager prior to implementation and construction.

In an emergency situation, the Contractor shall use best judgment for immediately responding to the emergency situation as it arises, and shall notify the Permit Enforcement Authority and ECS of the emergency situation and BMPs employed in response as soon as practical after installation.

- D. **PERMITS:** The Contractor shall obtain all required permits for the Project including those required by federal, state, and local agencies. The Contractor shall obtain (or transfer from the City when specified) required erosion control and water quality permits and shall be responsible for compliance with all requirements under any such permits.
- E. **EROSION CONTROL SUPERVISOR:** Contractor shall assign to the Project an employee or subcontractor to serve as Erosion Control Supervisor (ECS). The ECS shall be a person other than the Contractor's superintendent, foreman, or equivalent supervisory position. The ECS shall be experienced in aspects of BMP construction and have satisfactorily completed a Colorado DOT or equivalent ECS training program authorized by the City. Proof that this requirement has been met shall be submitted to the Project Manager at least ten working days prior to the beginning of any soil disturbance work. A list of authorized ECS training programs is available from the City upon request. Additionally, per definition, the ECS shall be under the direction of a Professional Engineer licensed in the State of Colorado when performing any modifications to the Project Stormwater Management Plan (SWMP).

The ECS shall be responsible for oversight of the implementation, maintenance, and revision of the SWMP for the duration of the Project. CCD requires the ECS to fulfill responsibilities as outlined by CDPS such as having financial control and authority to implement BMPs. The ECS's responsibilities shall be as follows:

- a. Ensure compliance with all water quality permits or certifications in effect during the construction work.
- b. Supervise the installation, construction, and maintenance of all BMPs specified in the Contract and coordinate the construction of BMPs with all other construction operations.
- c. Direct the implementation of suitable BMPs as necessary to correct unforeseen conditions or emergency situations. Direct the dismantling of those features when their purpose has been fulfilled due to completion of each Project phase unless the Permit Enforcement Authority agrees that the features be left in place.

- d. Attend the preconstruction conference, erosion control preconstruction inspection, Project scheduling meetings, weekly construction/ field meetings, substantial completion and final stabilization inspections, and other meetings regarding construction that could impact water quality.
- e. Evaluate all non-stormwater coming onto the site, such as springs, seeps, and landscape irrigation return flow. If such flow is identified, the ECS shall propose appropriate SWMP modifications to the Contractor to protect off-site water from becoming contaminated with sediment or other pollutants.
- f. Coordinate with the Contractor to implement necessary actions to reduce anticipated or presently existing water quality or erosion problems resulting from construction activities.
- g. Coordinate with the Contractor to ensure all labor, material, and equipment deployed to meet SWMP requirements is judged appropriately.
- h. During construction, update and record the following items in the SWMP as changes occur:
 - i. Construction boundaries (may require Major SWMP Modification)
 - ii. Areas of disturbance (may require Major SWMP Modification)
 - iii. Areas used for storage of construction materials, equipment, soils, or wastes.
 - iv. Location of any dedicated asphalt or concrete batch plants.
 - v. Location of construction offices and staging areas.
 - vi. Location of work access routes during construction.
 - vii. Location of borrow and waste.
 - viii. Location of temporary and permanent stabilization

The ECS shall start a new site map before the current one becomes illegible. All site maps shall remain with the SWMP paperwork.
- i. Amend the SWMP whenever there are: additions, deletions, or changes in locations of BMPs SWMP revisions shall be recorded immediately. Items shall be dated and signed at time of occurrence. Specifically, amendments shall include the following:
 - i. A change in design, construction, operation, or maintenance of the site which would require the implementation of new or revised BMPs; or
 - ii. Changes when the SWMP proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with construction activity.
 - iii. Changes when temporary BMPs are no longer necessary from changes in Project phase and are removed. All inspection and maintenance activities or other repairs shall be documented.
- j. All inspection and maintenance activities or other repairs shall be documented. The SWMP and documentation shall be kept on the Project site at all times.
- k. Modify the site map with arrows to indicate direction of surface and storm water flowing across the Project site.
- l. When adding, or revising BMPs in the SWMP, amend the narrative to explain what, when, where, why, and how the BMP is being used, and add a detail to the SWMP.
- m. If using existing topography, vegetation, etc. as a BMP, label it as such in the SWMP site map; amend the Narrative to explain when, why, and how the BMP is being used in the SWMP.
- n. Record on the SWMP, and implement the approved plan for concrete and asphalt saw cutting, grinding, and milling containment and removal.
- o. Update the potential pollutants list in the SWMP throughout construction meeting CASDP requirements.

- p. Spills, leaks, or overflows that result in the discharge of pollutants shall be documented on the inspection form. The ECS shall record the time and date, weather conditions, reasons for spill, and how it was remediated. The ECS shall immediately report to the Contractor and Project Manager the following instances of noncompliance:
 - i. Noncompliance which may endanger health or environment.
 - ii. Spills or discharge of hazardous substance or oil which may cause pollution of the City MS4 or State Waters.
 - iii. Discharge of stormwater which may cause an exceedance of a water quality standard.
 - q. Perform a thorough inspection of the stormwater management system at least every seven days and within 24 hours after any precipitation or snowmelt event with the potential to cause surface erosion. If no land disturbing construction activities are present during a storm event, post-storm event inspections shall be conducted prior to commencing any new land disturbing construction activities, but no later than seventy-two (72) hours following the storm event. The inspection records shall be kept on-site in a written or previously approved format. Inspections shall be conducted during the progress of the work, during work suspensions, or until Final Stabilization of all disturbed areas is approved by Permit Enforcement Authority and shall include the following services at a minimum:
 - i. The construction site perimeter, disturbed areas, and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. BMPs identified in the SWMP shall be observed to ensure that they are operating correctly.
 - ii. The description of potential pollutant sources, and the BMPs identified in the SWMP, shall be revised and modified as appropriate based on the results of the inspection as soon as practicable after such inspection. Modification to the SWMP shall be implemented in a timely manner and in accordance with applicable Permit requirements.
 - iii. The operator shall keep a record of inspections. Uncontrolled releases of sediment or polluted storm water or measurable quantities of sediment found off the site shall be recorded with a brief explanation as to the measures taken to prevent future releases as well as any measures taken to clean up the sediment that has left the site. Inspection records shall be made available to the City upon request. Note: documentation of uncontrolled releases at site DOES NOT alleviate any State or Federal requirements for reporting of discharges or upset conditions. Care shall be taken to ensure compliance with all regulatory requirements at site.
 - iv. Seven (7) day inspections are required during construction and at all times until Final Stabilization has been achieved. Seeding and mulching of disturbed areas does NOT count as final stabilization until such time as 70% pre-disturbed vegetative cover has been achieved. Sites with growth in place sufficient to deter erosion that have not yet achieved final stabilization may petition the City to grant an alternative inspection schedule while awaiting additional growth for final stabilization. These inspections must be conducted in accordance with the above paragraphs.
- F. **APPLYING BMPs TO STABILIZE SITE:** The duration of the exposure of incomplete construction to the effects of weather shall be as short as practicable. BMPs such as: seeding, surface roughening, mulching, applying tackifier, use of geotextiles and matting, permanent landscaping, or other selected BMPs shall be applied within fourteen (14) calendar days of completion of grading/soil disturbance activities to stabilize the construction site unless disturbed area is within 100 feet of an MS4 or State Waters or has slopes of 3 to 1 or greater in which case BMPs shall be implemented within seven (7) calendar days of completion of grading activities. Disturbed areas where work is temporarily halted shall be temporarily stabilized within seven (7) days after the activity ceased unless work is to be resumed within thirty (30) calendar days after the activity ceased.

Clearing and grubbing operations shall be scheduled and performed to minimize both the area of the Project disturbed at a given time and the amount of time that disturbed areas remain open. BMPs, such as temporary seeding, are required between successive construction stages when disturbed areas will not be stable or active for

thirty (30) calendar days or more. No payment will be made for additional work required because the Contractor has failed to properly coordinate the BMP schedule, thus causing previously stabilized areas to be disturbed by operations that could have been performed prior to the stabilization. Upon failure of the Contractor to coordinate the permanent BMPs with the grading operations in a manner to effectively control erosion and prevent water pollution, the Permit Enforcement Authority can suspend the Contractor's grading operations and the Project Manager can withhold monies due to the Contractor on current estimates until such time that all aspects of the work are coordinated in an acceptable manner.

- G. WORK OUTSIDE LIMITS OF CONSTRUCTION: Non-contiguous areas outside the limits of construction that are used by the Contractor that include, but are not limited to, borrow pits, haul routes, storage and disposal areas, field offices, maintenance, batching areas, etc., shall have appropriate BMPs implemented by the Contractor at the Contractor's expense. Should said areas meet applicable CASDP Permit criteria, the Contractor shall obtain a separate CASDP or amend existing CASDP for each area as applicable at no additional expense to the City.
- H. MAINTENANCE: The Contractor shall continuously maintain erosion and sediment control BMPs on a daily basis or as directed by the ECS so that they function properly during and after construction (including work suspensions) until Final Stabilization has been approved by the Permit Enforcement Authority Maintenance includes, but is not limited to, the following items:
 - a. From the time seeding and mulching work begins until the date the Project has reached Substantial Completion of Erosion Control, the Contractor shall keep all seeded areas stabilized at all times. Any damage to seeded areas or to mulch materials shall be promptly repaired.
 - b. All inspection sediment removal, and BMP maintenance activities to comply with all Federal, State & Local erosion control permit requirements until Final Stabilization is reached.
 - c. All removal and replacement of existing BMPs due to damage to same suffered either by the contractor, outside agencies, the public, or acts of God.
 - d. All required mechanical and/ or manual street sweeping.
 - e. Discretionary changes required of any regulatory enforcement officer.

If the Contractor fails to maintain the BMPs in accordance with the Contract, or as directed, the City may at the expiration of a period of 48 hours, after having given the Contractor written notice, proceed to maintain BMPs as deemed necessary. The cost thereof will be deducted from any compensation due, or which may become due to the Contractor under this Contract.
- I. MINOR SWMP MODIFICATIONS: Shall be made in the field by the Contractor and thoroughly documented in the Contractor's SWMP narrative and drawings. Should the Permit Enforcement Authority deem minor field modifications inadequate, the Contractor may be required to a) make specific modifications as requested by the Permit Enforcement Authority or b) Return to the original approved design specifications. Minor SWMP Modifications are allowed, covered under the original CASDP, and required as part of standard maintenance and operation.
- J. MAJOR SWMP MODIFICATION: The City reserves the right to require changes in the Work or Project Limits that may require a Major Modification to the SWMP and/ or CASDP due to unforeseen circumstances. Should this occur, the Contractor will be responsible for the following (as applicable) and applying for CASDP amendment:
 - a. Make required revisions to comply with changing Federal or State rulemaking if it occurs within timeframe of the Project
 - b. Make required revisions due to unforeseen or unplanned conditions leading to deficient Drawings/ SWMP (hazardous materials encountered, landfills, expansion of work limits, etc.)
 - c. Prepare revised SWMP elements endorsed by a Professional Engineer licensed in the State of Colorado.
- K. SUBSTANTIAL COMPLETION OF EROSION CONTROL: When a CASDP is required for the Project, Substantial Completion of the Project as defined by the City and County of Denver General Contract Conditions cannot be reached until Substantial Completion of Erosion Control has been granted. Granting of Substantial Completion of

Erosion Control must be requested by the Contractor and be approved by the Permit Enforcement Authority in the form of a "Certificate of Substantial Completion of Erosion Control".

- L. **FINAL STABILIZATION:** Granting of Final Stabilization must be requested by the Contractor and be approved by the Permit Enforcement Authority. Other permanent soil stabilization techniques may be proposed, in writing, by the Contractor and used upon approval, in writing, by the Project Manager and Permit Enforcement Authority.

The Contractor shall follow the following procedures for approval of Final Stabilization:

- a. The Contractor shall file Inactivation Request for Construction Activities Stormwater Discharge Permit (available within CASDP guidance documents) with the Permit Enforcement Authority.
 - b. The Contractor shall coordinate with the Permit Enforcement Authority to hold a Final Inactivation Inspection.
 - c. If passing, the Permit Enforcement Authority transmits a letter of approval for Final Stabilization.
 - d. If not passing, the Permit Enforcement Authority transmits a letter of denial for Final Stabilization with associated inspection report to Contractor.
 - e. Stabilization, inspection and maintenance requirements shall continue until confirmation of having met final closure requirements have been granted in writing by the Permit Enforcement Authority.
 - f. When Final Stabilization has been reached, the Permit Enforcement Authority shall issue a "Certificate of Final Stabilization".
 - g. Once the Inactivation request is approved by the City and County of Denver, the contractor can apply to close the State Stormwater Permit.
- M. **FINAL ACCEPTANCE:** CASDP obligations (including reaching Final Stabilization) may hinder the ability to reach Final Acceptance for the overall Project as defined in the City General Contract Conditions.

PART VI: CONSTRUCTION OF BMPs

BMPs shall be constructed so that they conform to all requirements as set forth within the Project SWMP. They shall meet all requirements set forth within each BMP detail and shall be installed and maintained so that they function in an effective and operable manner.

PART VI: METHOD OF MEASUREMENT

Because a SWMP and CASDP are not necessary for the Project, all cost for performance of the Best Management Practices, with the exception of inlet protection, shall not be paid for separately but shall be included in the work. Inlet protection shall be paid on a per unit basis.

Removal of sediment & trash that is or is not generated by construction activities will not be measured separately but shall be included in the work.

Any excavation required for the removal of sediment from traps, basins, areas adjacent to silt fences and erosion bales, and any other cleanout excavation of accumulated sediment, and removal of check dams or storm drain inlet protection will not be measured separately but shall be included in the work.

PART VII: BASIS OF PAYMENT

Because a SWMP and CASDP are not necessary for the Project, all cost for performance of the Work to furnish, install, maintain, replace (if not due to contractor negligence), remove, and dispose of BMPs specified in the Contract shall not be paid for separately, but shall be included in the work. 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, type or timeframe as per the current City of Denver Stormwater Management Plans / (SWMP) requirements. The cost for any corrective actions required by the State or City due to contractor's failure to obtain or comply with applicable Permits will be borne by the Contractor, including fines and penalties. In the case of failures on the part of the Contractor in controlling erosion, sedimentation, and/or water pollution, the City may provide the necessary corrective actions. All corrective action costs, including Project Managing costs, will be charged to the Contractor, and appropriate deduction will be made from the Contractor's monthly pay estimate.

The sole remedy for additional costs associated with installation of BMPs as required by regulatory agencies to ensure compliance with local and State requirements shall be included in the cost of the adjacent concrete repair work as provided in the Bid Schedule of this Contract. The Contractor however may submit a separate itemized Change Order for any required Major SWMP Modification proposed by the City during the course of the Project.

All other work required as set forth in this Revised Section 208—Erosion Control including all materials, equipment and labor, to permit, set-up, maintain, document, remove and clean-up all erosion control BMP’s 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 this Section regarding Erosion Control unless provided for in the Bid shall be included in the related appurtenance.

CONSTRUCTION SWEEPING

Sweepers: A minimum of two vacuum designed sweepers having only negative air pressure at the road surface capable of removing excess aggregate and debris material shall be used on this project. The body hoppers of the vacuum sweepers shall be a minimum capacity often cubic yards, and the negative air pressure at the intake shall be rated at forty six inches of negative water pressure. Sweepers shall meet applicable U.S. Environmental Protection Agency Standards. No mechanical pick-up brooms will be allowed on the project.

The Contractor shall provide adequate backup equipment (mechanical street sweepers, loaders, water truck, etc.) and personnel to insure all aggregate are cleaned up and removed from the roadway daily. Within 24 hours of milling, excess aggregate shall be swept and removed from the roadway and adjacent areas (including gutters, sidewalks, driveway and alley aprons) with the specified sweepers.

Bid Item “Sweeping” will include for each day the equipment and labor to conduct construction sweeping throughout milling activities.

Bid Item “Remobilized Sweeping” will include for each day the mobilization to a location within 24 hours notice by the Project Manager of equipment and personnel to conduct additional sweeping after milling activities prior to paving.

Payment will be made under:

PAY ITEM	PAY UNIT
Sweeping	LS/DAY
Remobilized Sweeping	LS/DAY

Temporary BMPs required due to the Contractor’s negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or for the Contractor’s convenience, shall be performed at the Contractor’s expense.

If the Contractor fails to complete construction within the approved contract time, payment will not be made for Section 208 pay items for the period of time after expiration of the approved contract time. These items shall be provided at the Contractor’s expense.

The cost for any corrective actions required by the State or City due to contractor’s failure to obtain or comply with applicable Permits will be borne by the Contractor, including fines and penalties. In the case of failures on the part of the Contractor in controlling erosion, sedimentation, and/or water pollution, the City may provide the necessary corrective actions. All corrective action costs, including Project engineering costs, will be charged to the Contractor, and appropriate deduction will be made from the Contractor’s monthly pay estimate.

The sole remedy for additional costs associated with installation of BMPs as required by regulatory agencies to ensure compliance with local and State requirements shall be per unit BMP as provided in the Bid Schedule of this Contract. The Contractor however may submit a separate itemized Change Order for any required Major SWMP Modification proposed by the City during the course of the Project.

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.

END OF REVISION OF SECTION 208

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:

Watering and Dust Palliatives 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 210.09 shall include the following:

Signs and traffic signals shall be reset in accordance with the City and County of Denver Transportation Engineering Services requirements needed to remove and restore existing signage and at locations indicated on the plans, or as directed by the Project Manager. 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, inlet castings, valve boxes and pull boxes shall be adjusted in accordance with the applicable standards of the Utility Owner. The Contractor shall be responsible for determining the proper Utility Owner and coordinating these adjustments.

Adjustments will be paid for work on roads classified as arterials, work on local and collector roads shall be included in the cost of the work.

Bid Item "Reset Manhole, Meter, Valve and Pull Box (New Materials)" will include for each existing all materials, equipment and labor, to remove and dispose of the existing materials and provide and place new materials and all other labor, equipment, materials and hauling and disposal necessary to complete the work. Both Bid Items; "Adjust Manhole, Meter, Valve, and Pull Box" and "Reset Manhole, Meter, Valve and Pull Box (New Materials)" shall include all related work required to place the materials. Bid Items "New Manhole Riser" and "New Water Valve Riser" will include for each all materials, equipment and labor, to provide and place the new riser.

Bid Item "Reset Inlet Grate, Frame and Adjustable Curb Box (New Casting)" 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 disposal necessary to complete the work. Both Bid Items; "Adjust Inlet Frame and Adjustable Curb Box" and "Reset Inlet Frame, Grate and Adjustable Curb Box (New Casting)" shall include all related work required to construct the rebar reinforced 8" x 12" x inlet width concrete Curb Head Beam as per Wastewater Standard Details Drawings 616.1-3. Restoration of landscaping beyond 12" limits outlined on the plans and/or as marked in the field by the Project Manager will not be paid for.

Subsection 210.12 shall include the following:

All quantities to be submitted for payment must be measured in person by the Contractor with the Project Inspector and recorded by location in tabular form and summarized in manner acceptable to the Project Manager and be submitted for review and acceptance in advance of each pay application.

Subsection 210.13 shall be revised to include the following:

The accepted quantities will be paid for at the contract unit price for each of the pay items listed below that appear in the Contract bid schedule. Payment shall be full compensation for all labor, equipment, time and materials for each unit bid item complete in place including saw cutting, scraping, sandblasting, removal, hauling and disposal of such items, excavation of subgrade material reconditioning or installation of aggregate base course and subsequent backfill, grading and compaction (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.

Payment will be made under:

<u>PAY ITEMS</u>	<u>PAY UNIT</u>
Adjust Ground Sign	EA
Adjust Manhole, Meter, Valve Box, Pull Box (Arterials)	EA
Adjust Inlet Frame and Adjustable Curb Box (Arterials)	EA
New Manhole Riser (Arterials)	EA
New Water Valve Riser (Arterials)	EA
Reset Manhole, Meter, Valve Box, Pull Box (New Materials) (Arterials)	EA
Reset Inlet Grate, Frame and Adjustable Curb Box (New Castings) (Arterials)	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 304 AGGREGATE BASE COURSE

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

Subsection 304.01 is revised as follows:

This work includes any type of removal or excavation of in-fill material, loading, removal, hauling and disposal of unsuitable materials and consists of furnishing and placing aggregate base course, only if required or at the direction of the Project Inspector or Project Manager on prepared sub-grade. The Contractor shall work to minimize the removal of suitable undisturbed existing subgrade when performing the removal of existing concrete or asphalt infrastructure or grading existing soil.

Subsection 304.02 is revised as follows:

The use of Aggregate Road Base made from recycled concrete is prohibited between the flowline and property line and in any work areas adjacent to landscaped areas.

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 95% of the maximum density determined in accordance with AASHTO T-180. It is the Contractor’s responsibility to provide Quality Control for material density and strength testing and provide test results in a testing frequency, method and report as per Pre-construction submittal approved by the City Project Manager. Quality Control testing, reports and submittals will not be paid for separately but shall be included in the work.

Subsection 304.08 is hereby revised as follows:

Payment for the accepted quantities of Aggregate Base Course measured per ton shall be full compensation for all labor, equipment, time and materials for each unit bid item complete in place including excavation, removal, hauling and disposal of removal items, excavation of subgrade material, installation of aggregate base course and subsequent backfill, grading and compaction (with moisture/density control per the Revision of Subsection 203.07) to proposed subgrade elevation.

Payment will be made under:

PAY ITEM	PAY UNIT
Aggregate Base Course (Class 6) (Complete in-Place)	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 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 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, these plans and special specifications, conform to the Manual on Uniform Traffic Control Devices for Streets and Highways.

Subsection 630.02 through 630.08 shall be as provided in the MUTCD, latest edition. In addition, the following shall apply:

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 Project Manager. No phase of construction shall start until an acceptable MHT has been received and approved by the Project Manager. 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.

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

The Contractor shall, at the preconstruction conference, designate one of his employees, other than the Superintendent, to be responsible for traffic control management. Traffic control shall be the primary duty of this employee. 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 shall be certified as a worksite traffic supervisor by either the American Traffic Safety Services Association (ATSSA) or the Colorado Contractors Association (CCA) and shall have a current Department flaggers certificate. A copy of the Traffic Control Supervisor's certifications shall be provided to the Engineer at the preconstruction conference.

This employee should be on site during working hours when working on an arterial and may be required by the Project Manager to remain on site when working on local roads. This employee should check all traffic control devices before and after the a.m. and p.m. rush hours and periodically throughout the day. 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 Project Manager'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.

If the proposed traffic control affects a signalized intersection or digging will occur within 100 feet of a signalized intersection the contractor will be required to provide Uniformed Traffic Control (UTC). The contractor must use off duty Denver Police.

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

Equipment

The Contractor shall not have construction equipment or materials in the lanes open to traffic any time, unless approved by the Project Engineer.

The Contractor and subcontractors shall equip their construction vehicles with flashing amber lights. Flashing amber lights on vehicles and equipment shall be visible from all directions.

All personal / employee vehicle and construction equipment parking is prohibited when it conflicts with safety, access, or the flow of traffic.

Devices

The Contractor shall install construction traffic control devices in locations where they do not block or impede other existing traffic control devices, or sidewalks for pedestrians, disabled persons, or bicyclists.

Steel drum channelizing devices shall not be used for traffic control.

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

Subsection 630.09 (2) shall be deleted and replaced with the following:

When a different MHT is required for a subsequent construction phase, it must be submitted at least two weeks prior to starting that phase. All proposed methods of handling traffic shall be approved, in writing, by the Project Engineer following approval of the Traffic Engineering Services Department.

Approval of the proposed MHT 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.

The contractor shall notify the Project Engineer by Thursday at 3:00 P.M. which streets they intend to work on the following week. This notification shall be made for all phases of construction.

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. Appropriate signage shall be provided alerting all motorists leaving driveways that enter a work zone as to which direction the through lane is traveling and what access restrictions exist, if any.

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 includes all materials, equipment, personnel and traffic controls plans to conform to all Rules & Regulations for any Street Occupancy Request required to complete the assigned work by the City of Denver, adjacent municipalities and CDOT.

Subsection 630.09 (9) shall be added as follows:

General Work Restrictions

Work shall not be permitted that directly or indirectly interferes with the flow of traffic between the hours of 5:30 AM and 8:30 AM Monday through Friday; between the hours of 3:00 PM to 6:30 PM Monday through Thursday; and after 2:00 PM on Fridays unless otherwise authorized by the Project Engineer.

Work that interferes with traffic 1) on any day of a 3 or 4 day holiday weekend; or 2) after 12:00 noon on the day preceding such holiday weekend, shall only be permitted following review of a Contractor submitted request and approval by the Project Engineer and the City of Denver Traffic Engineering Services Department.

The Contractor shall coordinate all of the work on the roadway during any special event with the City and County of Denver.

Two-way traffic shall be maintained on all two-way streets, via flagging if necessary for closures of less than one day unless authorized by the Project Engineer and the Traffic Engineering Services Department. One lane, one-way traffic shall be maintained at all times on one-way streets outside of the Central Business District and two lanes, one-way traffic shall be maintained at all times within the Central Business District.

Contractor shall obtain all required access and construction permits from the City & County of Denver prior to initiating work along City right of way.

The Contractor shall maintain access to all roadways, side streets, walkways, alleyways, driveways, and hike/bike paths at all times unless otherwise approved by the Project Engineer. The sole exception to this requirement is that the City will permit full closures of access to all alleyways, walkways, driveways, and hike/ bike paths DIRECTLY

ADJACENT to an active work Phase for a maximum period of one (1) week. Should the Contractor wish to exercise this exception, a request for same shall be submitted to the Project Engineer for review and approval including proposed method for Public notice per Section 632. If access restrictions are approved by the Project Engineer, the Contractor shall coordinate with all tenants affected by alley and/or access closures two weeks prior to closure.

All proposed lane closures shall be subject to the approval of the Project Engineer and Traffic Engineering Services Department. Requests for such lane closures shall be submitted with a Method of Handling Traffic at least 24 hours in advance of the time the lane closure is to be implemented. Lane closures will not be allowed to remain unless utilized in continuum for the duration of each working period. Contractor shall make all efforts to fashion the lane closure proposal to close no more than one lane at a given time.

Prior to any removal or pavement marking operations directly adjacent to parking, temporary NO PARKING ANYTIME, TOW AWAY ZONES, with the date and time of the proposed work must be posted a minimum of 24 hours in advance of the work. For locations where parking meters are located adjacent to the proposed work zone all impacted parking meters must be red bagged prior to commencement of work.

The Contractor shall be responsible to determine the meter numbers and dates for all proposed work at these locations and will need to provide this information with the street occupancy permit request for the work. This request should be submitted at least 5 days in advance of the proposed start of work. Parking may only be restricted on one side of the street at a time and the length of the restriction should not create a significant impact to the local residents or businesses in the area.

All lane closures require an arrow board to be installed.

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:

The PAY UNIT: DAY for Traffic Control Arterial/Collector and Traffic Control Local shall be defined for the purposes of this Contract only include a work day when the Contractor is on-site completing some phase of the assigned repair work from 12:00 midnight to 12:00 midnight, furthermore weekends, City Holidays, City furlough days and days the Contractor is not on-site completing work other than Traffic Control are not included in this Pay Item. Traffic Control devices will not be measured but will be paid for on a lump Sum basis. For a complete road closure in a residential street for a crossspan removal and repair the traffic control shall be paid as 1 DAY of Traffic Control Arterial/Collector for that application for the entire duration at that location that shall include set-up, maintenance and take down for as many days needed to complete work at that location.

Payment shall be for arterial/collector or local per day, whichever is greater.

Payment shall be made under:

PAY ITEM	PAY UNIT
Traffic Control Arterial/Collector*	DAY
Traffic Control Local*	DAY
Uniformed Traffic Control Officer	HOUR
Message Board Rental	DAY

* - The designation of which roads are Arterial/Collector and which roads are Local and shall be determined by the City's Right of Way Permitting Department. Arterials and collector streets generally have center line striping.

When the contract 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

631.01 DESCRIPTION

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

631.02 REQUIREMENTS

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

631.02.1 A contact person and phone number 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 Project Manager and affected businesses and property owners.

631.02.2 The Contractor will also distribute door hang tags to all property owners adjacent to construction and also all residences and businesses impacted by construction or road closures or detours no less than 48 hours (as per General Contract Conditions Section 703) 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 hang tag template shall be supplied by the City and it shall be the Contractor’s responsibility to produce an adequate number of hang tags one week in advance to properly notify all affected property owners/residents.

Occasionally as needed supplemental written notices will be required to be delivered one week in advance at the direction of the Project Manager for issues such as construction conflicts related to business access, special landscape, and fence or tree removal. The cost of delivering the door hang tags and any other letter or notice to the public shall not be paid for separately, it is included in the related work.

The contractor shall supply photo evidence of all notified addresses which will be turned over to the City at the end of the contract. The City has developed an ArcGIS Field Maps application to facilitate photo collection. Addresses that have been notified will be collected by block and a copy will be provided to the Project Manager monthly. Additional outreach, as appropriate, will be made to the City Council per City Standards.

631.02.3 The Contractor shall maintain a written log detailing the time, date, name, contact information, location, nature of the call or complaint and resolution (if needed) regarding any and all contacts from constituents. The Contractor will revise and submit a current copy of this log with each Application for Payment.

631.03 METHOD OF MEASUREMENT

Payment will be made under:

PAY ITEM	PAY UNIT
Public Information Services	LS

Lump sum to be paid as a percentage each month.

When the contract does not include pay items for public information services, payment for all public information services shall be included in the work.

END OF SECTION 631

APPENDICES

A. Annotated Revisions

TS-25

A. Annotated Revisions Since Last Publication

This is the first version of technical specifications for contracted milling.