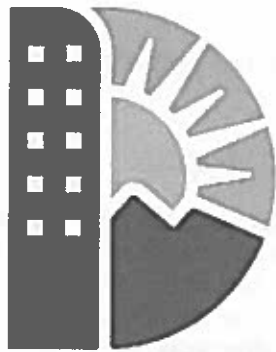


CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER[®]
THE MILE HIGH CITY

Department of Public Works

Contract Documents

Contract Number: 201626184



Lowry Synthetic Turf Replacement

January 25, 2016

NOTICE OF APPARENT LOW BIDDER

CONTRACT NO. 201626184

Page 2

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

Dated at Denver, Colorado this 9th day of March 2016.

CITY AND COUNTY OF DENVER

By


Jose M. Cornejo, P.E.
Executive Director of Public Works

CC: (CAO), O'Brien, Schellinger (Treasury/Tax Compliance), DSBO Inbox, David Brown, Rob Merritt (PW-Auditor's Office), File

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

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Textura® Construction Payment Management System (CPM System)

Contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (CPM System) for this Project. All fees associated with the CPM System are to be paid by the Contractor for billings for work performed. Bidders are required, when preparing a bid, to enter the price of the CPM service on the line provided for the service. The fee is all inclusive of all subcontractor, project and subscription fees associated with the CPM system. The bidder will calculate the fee based on a percentage of their overall base bid, and then should include it on the line item provided in the bid form labeled "Textura® Construction Payment Management System Fee". This expense becomes part of the contract and billable to the City. All costs including but not limited to costs associated with training, entering data or utilizing Textura other than the Textura Construction Payment Management System Fee are overhead and shall not be reimbursed by the City. Textura will invoice the awarded contractor directly.

PROJECT SIZE	FEE (% OF BID)
< \$1,000,000	0.22% (.0022)
\$1,000,001 - \$5,000,000	0.17% (.0017)
\$5,000,001 - \$20,000,000	0.12% (.0012)
\$20,000,001 - \$50,000,000	0.10% (.0010)
\$50,000,001 - \$100,000,000	0.08% (.0008)
\$100,000,001 - \$500,000,000	0.05% (.0005)
> \$500,000,000	CONTACT TEXTURA FOR PROGRAM PRICING

For more information:

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

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

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

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

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

BIDDER:

Name: Sprinturf, LLC
By: Bruce Cheskin
Title: EVP, Manager


ATTEST:

By: Meg Anderson

[SEAL]



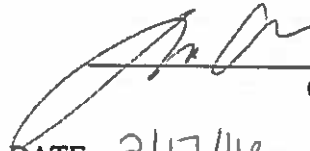
This **ADDENDUM** shall be attached to, become a part of, and be returned with the Bid Proposal.



Lesley B. Thomas
City Engineer
2.16.16

Date

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



Contractor
DATE: 2/17/16

ADDENDUM NO. 1

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 Argonaut Insurance Company, a corporation of the State of IL, 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 \$25,781.595. 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: N/A Address: N/A

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

There are no persons, firms, or corporations interested with us in this bid



**List of Proposed
MWBE
Bidders, Subcontractors,
Suppliers (Manufacturers) or Brokers**

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

City and County of Denver Contract No.: 201626184

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

Prime Bidder

Business Name: Sprinturf, LLC		
Address: 550 Long Point Road, Suite 205, Mount Pleasant, SC 29464		Contact Person: Bruce Cheskin
Type of Service: Synthetic Turf Installation	Dollar Amount: \$:	Percent of Project: 0

MWBE Prime Bidder

Business Name: N/A		
Address: N/A		Contact Person:
Type of Service: N/A	Dollar Amount: \$:	Percent of Project:

Subcontractors, Suppliers Manufacturers or Brokers (check one box)

<input checked="" type="checkbox"/>	Subcontractor (✓)	<input type="checkbox"/>	Supplier (✓)	<input type="checkbox"/>	Manufacturer (✓)	<input type="checkbox"/>	Broker (✓)
Business Name: Terra Constructors, Inc							
Address: 1302 Milliron Road Milliken, CO 80543 970-481-0341				Type of Service: Concrete			
Contact Person: Tino Flores				Dollar Amount: \$:N/A		Percent of Project: 12%	
<input type="checkbox"/>	Subcontractor (✓)	<input type="checkbox"/>	Supplier (✓)	<input type="checkbox"/>	Manufacturer (✓)	<input type="checkbox"/>	Broker (✓)

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

Business Name: N/A							
Address:				Type of Service:			
Contact Person:				Dollar Amount: \$:		Percent of Project:	

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

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

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

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

Business Address of Bidder: 550 Long Point Road Suite 205
City, State, Zip Code: Mount Pleasant, SC 29464
Telephone Number of Bidder: (843)936-6023 Fax No. (843)284-8823
Social Security or Federal Employer ID Number of Bidder: 45-1602703
Name and location of the last work of this kind herein contemplated upon which the Bidder was engaged:
Atlanta, GA, Broomfields, Colorado

For information relative thereto, please refer to:

Name: Bruce Cheskin
Title: Executive Vice President, Manager
Address: 550 Long Point Road, Suite 205, Mount Pleasant, SC 29464

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

Addenda Number 1 Date 2/18/2016
Addenda Number _____ Date _____
Addenda Number _____ Date _____

Dated this 24th day of February, 2016.



COMMITMENT TO MWBE PARTICIPATION

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

The undersigned has satisfied the MWBE participant requirements in the following manner (Please check the appropriate box):

The Bidder/Proposer is committed to the minimum advertised project goal for MWBE utilization on the project, and will submit Letters of Intent (LOI) for each subcontractor/subconsultant listed in the Bid Forms as follows:

Hard Bids: Three (3) business days after the bid opening
Request for Proposals: With the proposal when due

The Bidder/Proposer is unable to meet the project goal of _____% MWBE, but is committed to a minimum of _____% MWBE utilization on the project. The Bidder/Proposer understands that they must submit a detailed statement of their good faith effort in accordance with DRMC Section 28-62 and 28-67 of Ordinance 85 and must submit Letters of Intent for each MWBE listed in the Bid Forms, within three (3) business days after the bid opening or at time proposal is submitted.

The Bidder/Proposer is a certified MWBE in good standing with the City and is committed to self-perform a minimum of _____% of the work on the contract.

Bidder/Proposer (Name of Firm): Sprinturf, LLC

Firm's Representative (Please print): Bruce Cheskin

Signature (Firm's Representative): 

Title: Manager

Address: 550 Long Point Road, Suite 205

City: Mount Pleasant

State: SC

Zip: 29464

Phone: (843)936-6023

Fax: (843)284-8823

Email: bcheskin@sprinturf.com

Letter of Intent (LOI) Checklist

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

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

Select One ✓	SUBMITTED VIA... For Construction Hard Bids, Bidders are strongly urged to deliver the LOI via one of the methods below. (The preferred method is to scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
<input type="checkbox"/>	Email to DSBO@denvergov.org
<input type="checkbox"/>	Fax to 720-913-1803

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance 85: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.



JOINT VENTURE ELIGIBILITY FORM

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

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

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

Please return this form, the Joint Venture Affidavit, and a copy of your Joint Venture Agreement to: Division of Small Business Opportunity, 201 West Colfax Avenue, Denver, CO 80202, at least ten (10) working days prior to bid opening or proposal.

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

Joint Venture Information

Name: NOT APPLICABLE - SPRINTURF,LLC IS NOT A JOINT VENTURE Contact Person: N/A

Address: N/A

City: N/A	State:	Zip: N/A	Phone: N/A
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Joint Venture Participants

Name: N/A Contact Person: N/A

Address: N/A

City: N/A	State:	Zip:	Phone:
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% Ownership:	Certifying Entity: N/A	Type Certification & Date: N/A (S/M/W or DBE)
--------------	------------------------	-----------------------------------------------

Type of Work for which Certification was granted: N/A

Name: N/A Contact Person:

Address: N/A

City: N/A	State:	Zip:	Phone:
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% Ownership: N/A	Certifying Entity: N/A	Type Certification & Date: N/A (S/M/W or DBE)
------------------	------------------------	-----------------------------------------------

Type of Work for which Certification was granted: N/A

General Information

SBE/MBE/WBE/DBE Initial Capital Contributions: \$ N/A %

Future capital contributions (explain requirements) (attach additional sheets if necessary):

Source of Funds for the SBE/MBE/WBE/DBE Capital Contributions:

Describe the portion of the work or elements of the business controlled by the SBE/MBE/WBE or DBE: (attach additional sheets if necessary) N/A

Describe the portion of the work or elements of the business controlled by non-SBE/MBE/WBE or DBE: (attach additional sheets if necessary) N/A

Revised 032211 JG

JOINT VENTURE ELIGIBILITY FORM

General Information

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

Who will they be employed by? N/A

Are any of the proposed joint venture employees currently employees of any of the joint venture partners? N/A		Yes (✓)		No (✓)
---------------------------------------------------------------------------------------------------------------	--	------------	--	-----------

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

Number of employees	N/A	Position	Employed By
	N/A		

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

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

N/A	

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

COMP-FRM-015

**Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606**

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Douglas L. Rieder, Brian M. Perry, Carl R. Wise, Paul R. Baker, John W. Miller, Richard W. Naylor

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$39,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013.



[Signature]
by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS

On this 18th day of July, 2013 A.D. before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 25th day of February, 2016



Sarah Heineman

Sarah Heineman, VP-Underwriting Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY AND THE SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER ARE IN BLUE, AND THE DOCUMENT IS ISSUED ON WATERMARKED PAPER. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

1. How many employees does your company employ?

- 1-10 51-100
 11-50 over 100

1.1. How many of your company's employees are:

Full-time 75 Part-Time 25

2. Do you have a Diversity and Inclusiveness Program? Yes No

If No, and your company size is less than 10 employees continue to question 11. Complete and sign the form.

If Yes, does it address:

- 2.1 Employment and retention? Yes No
2.2 Procurement and supply chain activities? Yes No
2.3 Customer service? Yes No

3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service.

N/A

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

If Yes, how does your company regularly communicate its diversity and inclusiveness policies to employees? (select all that apply)

- Employee Training
 Pamphlets
 Public EEO postings
 Other
 Not Applicable

9. Do you have a budget for diversity and inclusiveness efforts? Yes No

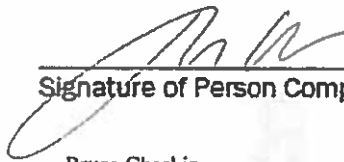
10. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? Yes No

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

Yes No

If yes, please email XO101@denvergov.org.

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



Signature of Person Completing Form

Bruce Cheskin

2/25/2016

Date

Printed Name of Person Completing Form

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

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

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Engineering Division

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Technical Specifications	243 pages
Contract Drawings	9 pages

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

0% (Zero) Minority and Woman Business Enterprise (M/WBE) Participation

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

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

MISCELLANEOUS:

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

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

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

Publication Dates: January 25, 26, 27, 2016
Published In: The Daily Journal

IB-5 UNACCEPTABLE BIDS

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

IB-6 INFORMAL AND UNBALANCED BIDS

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

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

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

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

IB-7 ONLY ONE BID ACCEPTED

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

IB-8 BID GUARANTEE

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

The bid guarantee shall be in the amount of five percent (5%) of the total bid unless otherwise specified in the Notice of Invitation for Bids and on the form appearing in the Contract Documents in the Bid Form and Submittal Package. Failure to submit a proper bid guarantee, satisfying all of the requirements specified herein and on the form provided herein shall render the bid nonresponsive and may constitute cause for rejection.

Following award and execution of the Contract by the Apparent Low Bidder, or earlier in the sole discretion of the City, bid guarantees of all but the Apparent Low Bidder will be returned. When the Apparent Low Bidder executes the Contract and delivers to the City satisfactory performance and payment bonds, required insurance documentation, and has satisfied all conditions precedent to contract execution by the City, and after approval, if any, by the Council of the City of the proposed Contract with the Apparent Low Bidder, the bid guarantee of the Apparent Low Bidder shall be returned. Such return shall be made within one hundred twenty (120) days from date bids are opened unless otherwise specified in the Special Contract Conditions.

IB-9 SITE INSPECTION AND INVESTIGATIONS

Prior to submitting a bid, the bidder is invited to inspect the work site and its surroundings. Although the bidder is not required to make such an inspection before bidding, for purposes of the Contract it shall be conclusively presumed that by failing to make such an inspection, the bidder has waived the right to later

IB-15 BID OPENING

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

IB-16 EVALUATION OF BIDS AND BASIS OF BID SELECTION

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

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

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

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

IB-17 NOTICE TO APPARENT LOW BIDDER

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

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

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

IB-18 EXECUTION OF CONTRACT

The process of executing a contract requires action by both the apparent low bidder and the City. After it notifies the Apparent Low Bidder, the City will prepare the Contract Documents by incorporating all of the documents submitted by the Apparent Low Bidder into one or more executable copies. Upon notification that contracts documents are ready for execution the Apparent Low Bidder shall execute the contract documents. At this time, the successful bidder shall also provide certain supplemental documents for incorporation into the Contract Documents. These supplemental documents shall include: the properly executed Certificate of Insurance Forms evidencing the apparent low bidder's satisfactory compliance with

will determine on a case by case basis in its sole discretion whether such different prevailing wage rates are to be included in an addendum. In conjunction with such determination, the City may elect, in its sole discretion, to postpone the date of bid opening on the Project. In any event, the bidder will be held, at the actual date of bid opening, to those prevailing wage rates incorporated into the Contract Documents and as modified by any such addenda.

These prevailing wage rates shall be considered the minimum City prevailing wage rates to be paid by all contractors or subcontractors for a period not to exceed one (1) year from the date of the Contract. Increases in prevailing wages subsequent to the date of the Contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future increases in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary date of the Contract. The minimum City prevailing wage rate for any such subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of the contract which begins such subsequent period. In no event shall any increases in prevailing wages over the amounts thereof as stated in such Technical Specifications and addenda thereto result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the City. Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one year (1) shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceeds one (1) year shall not be effective except on the yearly anniversary date of the contract.

IB-23 TAX REQUIREMENTS

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

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

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

IB-24 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

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

Diversity and Inclusiveness information provided by City contractors in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive

M/WBEs for the work and supplies required on the Project. Bidders are reminded that changes may be made to the Directory at anytime in accordance with the City's M/WBE Ordinance and procedures established to administer this program and a current copy of the Directory must always be used in preparing a bid. M/WBE certification or listing in the Directory is not a representation or warranty by the City as to the qualifications of any listed M/WBE.

5. In accordance with the provisions of the M/WBE Ordinance, DSBO will evaluate each bid to determine the responsiveness of the bid to the requirements of the M/WBE Ordinance. In determining whether a bidder's committed level of participation meets or exceeds the stated M/WBE goal, DSBO shall base its calculation of applicable amounts and percentages on the total base bid amount, not including any listed alternates, of each bid as follows:
 - a. The bid information provided by the agency will be used to determine the total base bid amount of each bid. Each bidder's total base bid amount will be multiplied by the M/WBE percentage established for the project to determine the exact dollar amount of required M/WBE participation for the Project. This amount will then be compared against the exact dollar amounts for the M/WBE committed for participation by the bidder. If the total dollar amount of participation listed meets or exceeds the established M/WBE dollar amount goal listed, then DSBO will determine that the goal has been met.
 - b. In addition, DSBO will determine the exact commitment percentage for each listed M/WBE by dividing the dollar amount listed for each M/WBE by the total base bid dollar amount submitted by the bidder. These individual percentages, when totaled for all listed M/WBE, will establish the total committed percentage level of M/WBE participation that the bidder must comply with during the life of the contract. In all cases, the committed percentage level of M/WBE participation must equal or exceed the assigned M/WBE goal for the Project.
 - c. In providing the exact dollar amount of participation for each listed M/WBE, a bidder should take care never to round up in determining whether or not the total of these amounts meets or exceeds the established percentage goal. The goal must be met or exceeded by dollar amounts and percentages in order for DSBO to determine that the bidder has met or exceeded the applicable M/WBE goal.
 - d. As previously mentioned, compliance with the M/WBE goal will be determined on the base bid alone. If a bid contains alternates, participation contained in any alternate will not count towards satisfaction of the Project goal. However, should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the M/WBE goal percentage level submitted at bid time, on the base bid, will also apply to the selected alternates and must be maintained for the life of the contract on the total contract amount, including any alternate work. Thus, even though such participation will not be considered in evaluating bids, bidders are urged to consider participation in preparing bids for designated alternates.
 - d. On projects where force account or allowance bid items have been included, bidders must meet the M/WBE goal percentage based upon the total base bid, including all such items that are submitted to the City. However, when a force account or allowance is designated by the City to be either performed or purchased from a specific company, the bidder may back out the dollar amount of the force account or allowance from the total base bid and meet the M/WBE goal on the remaining reduced amount.
 - e. On bids which, at the time of bid opening, are equal to or exceed Five Million Dollars (\$5,000,000.00), including any alternates which may be selected, only sixty percent (60%) of the value of the commercially useful function performed by M/WBE suppliers shall count toward satisfaction of the Project goal. On Projects under Five Million (\$5,000,000.00) the value of the commercially useful function of M/WBE supplier(s) will count at a one hundred percent (100%) level. Manufacturer's representatives and packagers shall be counted in the same manner as brokers.

- c. The bidder or proposer must select portions of the work of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the project goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation as subcontractors or joint venturers, and for bidder or proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry practice, even when the bidder or proposer would otherwise prefer to perform these work items with its own forces. The bidder or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of bids, proposals and quotes from MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a bidder or proposer to perform the work of a contract with its own forces does not relieve the bidder or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.
 - d. The bidder or proposer, consistent with industry practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans, specifications, and requirements of the contract, including bonding and insurance requirements, if any, to assist them in responding to a solicitation.
 - e. The bidder or proposer must negotiate in good faith with interested MBEs and WBEs and provide written documentation of such negotiation with each such MBE or WBE.
 - f. For each MBE or WBE which contacted the bidder or proposer or which the bidder or proposer contacted or attempted to subcontract or joint venture with, consistent with industry practice, the bidder or proposer must supply a statement giving the reasons why the bidder or proposer and the MBE or WBE did not succeed in negotiating a subcontracting, supplier, manufacturer, manufacturer's representative, broker or joint venture agreement, as applicable.
3. The bidder or proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE did not submit the lowest bid or it was not qualified. Such verification shall include a verified statement of the amounts of all bids received from potential or utilized subcontractors, suppliers, manufacturers, manufacturer's representatives, brokers or joint venturers on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the bidder or proposer shall be guided by the definition of qualified in section 28-54(42), but evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its conclusion. A bidder's or proposer's industry standing or group memberships may not be the cause of rejection of an MBE or WBE. A bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.
4. If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the City or by the bidder or proposer, provided that the bidder or proposer need not provide financial assistance toward this effort.
5. If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance or services for performance under the contract, provided that the bidder or proposer need not provide financial assistance toward this effort.
6. The bidder or proposer must use the DSBO MBE/WBE directories to identify, recruit, and place MBEs and WBEs.

to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

IB-27 GENERAL BIDDING INFORMATION

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

IB-28 PAYMENT PROCEDURE REQUIREMENTS

Contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (CPM System) for this Project. All fees associated with the CPM System are to be paid by the Contractor for billings for work performed. Bidders are required, when preparing a bid, to enter the price of the CPM service on the line provided for the service. The fee is all inclusive of all subcontractor, project and subscription fees associated with the CPM system. The bidder will calculate the fee based on a percentage of their overall base bid, and then should include it on the line item provided in the bid form labeled "Textura® Construction Payment Management System Fee". This expense becomes part of the contract and billable to the City. Textura will invoice the awarded contractor directly. All costs including but not limited to costs associated with training, entering data or utilizing Textura other than the Textura Construction Payment Management System Fee are overhead and shall not be reimbursed by the City. Textura will invoice the awarded contractor directly.

PROJECT SIZE	FEE (% OF BID)
< \$1,000,000	0.22% (.0022)
\$1,000,001 - \$5,000,000	0.17% (.0017)
\$5,000,001 - \$20,000,000	0.12% (.0012)
\$20,000,001 - \$50,000,000	0.10% (.0010)
\$50,000,001 - \$100,000,000	0.08% (.0008)
\$100,000,001 - \$500,000,000	0.05% (.0005)
> \$500,000,000	CONTACT TEXTURA FOR PROGRAM PRICING

For more information:

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

RULE III - HEARING

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

The Rules and Regulations of the Manager shall be inserted in the bidding specifications for every contract for which bidding is required.

REGULATION NO. 2 - EXEMPTIONS:

Each contract and subcontract, regardless of the dollar amount, shall be subject to affirmative action requirements unless specifically exempted in writing individually by the Manager. Exemptions apply only to "affirmative action" in equal employment opportunity, and are not to be construed as condonation in any manner of "discrimination" or "discriminatory practices" in employment because of race, color, creed, sex, age, national origin, religion, marital status, political opinion or mental or physical handicap.

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

The Director of the Division of Small Business Opportunity shall perform the duties assigned to such official by Article III, Division 2 Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Division of Small Business Opportunity or designated representatives shall inform bidders and contractors of affirmative action procedures, programs, and goals in accordance with the Ordinance at pre-bid and pre-construction conference; (2) make regular on-site inspections; (3) supply contractors and subcontractors with report forms to be completed by them when requested, and furnished to the Director of the Division of Small Business Opportunity; and (4) review payroll records, employment records and practices of general contractors and their subcontractors and suppliers during the performance of any contract. The Director of the Division of Small Business Opportunity shall promptly report apparent affirmative action deficiencies to the Manager.

REGULATION NO. 4 - GOALS AND TIMETABLES:

In general, goals and timetables should take into account anticipated vacancies and the availability of skills in the market place from which employees should be drawn. In addition, where discrimination in employment by a general contractor or any of his subcontractors is indicated, a corrective action program will take into account the need by the general contractor and his subcontractors to correct past discriminatory practices and reach goals of minority manpower utilization on a timely basis through such recruiting and advertising efforts as are necessary and appropriate.

REGULATION NO. 5 - AWARD OF CONTRACTS:

It shall be the responsibility of the Director of the Division of Small Business Opportunity to determine the affirmative action capability of bidders, contractors and subcontractors and to recommend to the Manager the award of contracts to those bidders, contractors and subcontractors and suppliers who demonstrate the ability and willingness to comply with the terms of their contract.

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Engineering Division

APPENDIX A

**CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE -
ALL CONTRACTS**

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Each Contractor will comply with all provisions of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and the Director.
5. The Contractor will furnish all information and reports required by Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Manager, Director, or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Article III, Division 2, Chapter 28 of the Revised Municipal Code, or by rules, regulations, or order of the Manager.
7. The Contractor will include Regulation 12, Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract 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 on each subcontractor or supplier. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The applicant further agrees to be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in City contracts. The Contractor agrees to assist and cooperate actively with the Manager and the Director in obtaining compliance of subcontractors and suppliers with the equal opportunity clause and the rules, regulations and relevant orders of the Manager, and will furnish the Manager and the Director such information as they may require for the supervision of compliance, and will otherwise assist the Manager and Director in the discharge of the City's primary responsibility for securing

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Engineering Division

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For All Non-Exempt Construction Contracts to Be Awarded by the
City and County of Denver, Department of Public Works.

NOTICE

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

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

/s/ _____

Manager of Public Works
City and County of Denver

- b. The Contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the Contractor, the reasons. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the Contractor, the file should have documented this and their reasons.
- c. The Contractor should have promptly notified the Department of Public Works, and the Division of Small Business Opportunity when the union or unions with which the Contractor has collective bargaining agreements did not refer to the contractor a minority or female sent by the contractor, or when the Contractor has other information that the union referral process has impeded efforts to meet its goals.
- d. The Contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority and female employees.
- e. The Contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.
- f. The Contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority and female organizations, schools with substantial minority and female enrollment, and minority and female recruitment and training organizations within the Contractor's recruitment area.
- g. The Contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.
- h. The Contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- i. The Contractor should have made certain that all facilities are not segregated by race.
- j. The Contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- k. The Contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority and female contractor associations.

NOTE: The Director and the Division of Small Business Opportunity will provide technical assistance on questions pertaining to minority and female recruitment sources, minority and female community organizations, and minority and female news media upon receipt of a request for assistance from a contractor.

be bound by these Bid Conditions to the full extent as if it were the prime contractor. The Contractor shall not, however, be held accountable for the failure of its subcontractors to fulfill their obligations under these Bid Conditions. However, the prime contractor shall give notice to the Director of any refusal or failure of any subcontractor to fulfill the obligations under these Bid Conditions. A subcontractor's failure to comply will be treated in the same manner as such failure by a prime contractor.

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.
2. The Contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.
3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.
4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.
5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of Public Works, 201 W. Colfax, Dept. 608, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

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

2. SCOPE OF WORK

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

3. TERMS OF PERFORMANCE

The Contractor agrees to undertake the performance of the Work under this Contract within ten (10) days after being notified to commence work by issuance of a Notice to Proceed in substantially the form contained herein from the Manager and agrees to fully complete said Work within 72 (Seventy Two Days) consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

4. TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for Lump Sum + 2 alternates, the total estimated cost thereof being Seven Hundred Twenty One Thousand One Hundred Thirty One Dollars and Ninety Cents (\$721,131.90). Adjustments to said Contract Amount and payment of amounts due hereunder shall be made in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

5. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of the Work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

6. COMPLIANCE WITH M/WBE REQUIREMENT

This Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 28-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the "M/WBE Ordinance". Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 of the D.R.M.C., to maintain throughout the duration of this Contract, compliance with the level of minority and Woman business enterprise participation, upon which the City approved the award of this Contract to the Contractor and the Contractor further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the M/WBE Ordinance shall subject the Contractor to sanctions in accordance with Section 28-77 of the D.R.M.C. Nothing contained in this

notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or suppliers.

13. CONTRACT BINDING

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

14. PARAGRAPH HEADINGS

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

15. SEVERABILITY

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

16. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

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

Contract Control Number: PWADM-201626184-00

Contractor Name: Sprinturf, 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:

D. Scott Martinez, Attorney for the
City and County of Denver

By _____

By _____

By _____



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CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Engineering Division

SPECIAL CONTRACT CONDITIONS

SC-1 CONSTRUCTION SPECIFICATIONS

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

City and County of Denver:

Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS, 2011 Edition.

Transportation Standards and Details for the Engineering Division

City and County of Denver Traffic Standard Drawings

Wastewater Management Division

– Standard Detail Drawings

– Public Works Wastewater Capital Projects Management Standard Construction Specifications

Colorado Department of Transportation:

Standard Specifications for Road and Bridge Construction
(Sections 200 through 700 of the 2011 Edition)

Federal Highway Administration:

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

Building & Fire Codes:

Building Code of the City and County of Denver

(International Building Code 2009 Series, City and County of Denver Amendments 2011)

National Fire Protection Association Standards

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

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

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

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

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-7 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-8 RESERVED

SC-9 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 for this Project. Contractor further agrees that, to the fullest extent possible within the CPM System, 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 the CPM System, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees that it will activate any available settings within the CPM System that are 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>
Public Works/Engineering Division	David Brown	720-865-3039

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

1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.
3. The Contractor shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.

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



City and County of Denver

Office of Economic Development

Compliance Unit

201 W. Colfax Ave., Dept. 907

Denver, CO 80202

Phone 720 913 1999

Fax: 720.913.1800

Division of Small Business Opportunity

Contractor's/Consultant's Certification of Payment (CCP)

Prime Contractor or Consultant:		Phone:	Project Manager:	
Pay Application #:	Pay Period:	Amount Requested: \$		
Project #:	Project Name:			
Current Completion Date:	Percent Complete:	Prepared By:		
(i) - Original Contract Amount: \$		(ii) - Current Contract Amount: \$		

Prime/Subcontractor/Supplier Name	M/W/S/E DBE/ NCN	A Original Contract Amount	B % Bid (A/A)	C Current Contract Amount Including Amendments	D % Revised (C/I)	E Requested Amount of this Pay Application	F Amount Paid on this Previous Pay Application #	G Net Paid To Date	H Paid % Achieved (G/I)

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

Prepared By (Signature): _____ Date: _____
Page _____ of _____
COMP.FRM 027 rev 03.18.15

SC-10 CONTRACT FORMS

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

1. Performance and Payment Bond
2. Performance and Payment Bond Surety Authorization Letter (Sample)
3. Final/Partial Lien Release.

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

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

SC-11 CONSTRUCTION INSPECTION BY THE CITY

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

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

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

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

SC-12 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

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

coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

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

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

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

(9) **Additional Provisions:**

(a) For Commercial General Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

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

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

SC-17 GREENPRINT DENVER REQUIREMENTS

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

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

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

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

21st day of March, 2016

Attest

Judy Myers
Secretary Contracts Manager

Sprinturf, LLC

Contractor

By: [Signature]

President EVP

Argonaut Insurance Company

Surety

By: Carl R. Wise

Attorney-In-Fact - Carl R. Wise

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

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

By:

[Signature]
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF
DENVER

By:

[Signature]
MAYOR

By:

[Signature]
EXECUTIVE DIRECTOR OF PUBLIC WORKS



Denver Public Works
 Engineering Division
 Capital Projects Management - Dept. 506
 Right-of-Way Services - Dept 507
 Traffic Engineering Services - Dept 508
 Policy and Planning - Dept. 509

 201 West Colfax Ave, Dept 614
 Denver, CO 80202
www.work4denver.com

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

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

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

RE: (Company name)

Contract No: 201626184
 Project Name: Lowry Synthetic Turf Replacement
 Contract Amount:
 Performance and Payment Bond No.:

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Argonaut Insurance Company insurance company, on March 21st, 2016

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at 678-424-6500.

Thank you.

Sincerely,
 Carl R. Wise
 Attorney-in-Fact

FOR CITY SERVICES VISIT | CALL
DenverGov.org | 311

Protecting the Present & Building the Future
 Accountability, Innovation, Empowerment, Performance, Integrity,
 Diversity, Teamwork, Respect, Excellence, Safety

Client#: 35692

ITSSP

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/07/2015

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 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: Scott Danahy Naylor LLC, 300 Spindrift Drive, Williamsville, NY 14221, 716 633-3400. CONTACT NAME: Scott Danahy Naylor LLC, PHONE (A/C, No, Ext): 716 633-3400, FAX (A/C, No): 716-633-4306. INSURER(S) AFFORDING COVERAGE: INSURER A: Colony Insurance Company, INSURER B: Great American E&S Ins Co.

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Warranty Coverage.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) *Policy provides coverage for warranties issued during the policy period for eight years from completion date of the project. Subsequent to issuance of this Certificate of Insurance, any cancellation of this policy does not affect coverage afforded on this project.

CERTIFICATE HOLDER: Sample. 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: [Signature]



SCOTT DANAHY NAYLON, LLC

5/7/15

ITS Sprinturf Holdings, LLC., ITS dba ProGreen International, Specialty Surfaces International, Inc., Sprinturf ICI, Inc., Sprinturf, LLC. "Insured" have secured a warranty insurance policy through our firm, Scott Danahy Naylon, LLC. Outlined below are the key terms and conditions of the warranty policy(s).

1. *Insuring Agreement:*

In consideration of the payment of the "Policy Premium" and subject to all of the terms and conditions of the policy, the "Company" will reimburse the insured for those costs paid or incurred by the insured that it was obligated to pay or incur to fulfill its "contractual Obligations" under an "Insured Warranty".

2. *Insured Warranty:*

"Insured Warranty" means any standard warranty issued by the Insured and listed in Schedule A – Insured Warranty does not include that part of any warranty that extends beyond eight years after warranted installation is completed.

The Term of the warranty is to commence upon acceptance of the project by the Insured's client or at the time the turf field is used for its intended purpose whichever first occurs.

3. *Claim Reporting Period:*

"Claim Reporting Period" means the period of time in which a claim for the costs that were paid or incurred must be made. The "Claims Reporting Period" is a period of eight (8) years from the date of each "Insured Warranty" listed in Schedule A.

4. *Limit of Liability:*

\$20,000,000 each Insured warranty. \$25,000,000 aggregate for all fields installed during the 12 month period of 5/07/2015 – 5/7/2016.

5. *Deductible:*

No deductible shall ever apply to the Warranty Holder.





TESTING SERVICES, INC.
 817 SHOWALTER AVE. • P.O. BOX 2041
 DALTON, GEORGIA 30722-2041
 PHONE: (706) 226-1400 • FAX: (706) 226-6118



Sprinturf Testing Summary

CLIENT:	Sprinturf	REPORT NUMBER:	59019
	900 Circle 75 Parkway, Suite 1750	LAB TEST NUMBER:	2560-7494, 2491-4773
	Atlanta, GA 30339	DATE:	September 27, 2013

Test Material:

Turf Identification
40 oz UltraBlade

Test Scope: A synthetic turf sample was submitted for a battery of testing to analyze construction and physical properties.

PRODUCT TESTING	Test Method	Test Description	Test Results	
	ASTM D5848-10e1	Total Product Weight	71.03 oz/yd ²	
	ASTM D5848-10e1	Pile Yarn Fiber Weight	40.06 oz/yd ²	
	ASTM D5848-10e1	Primary Backing Weight	9.20 oz/yd ²	
	ASTM D5848-10e1	Secondary Backing Weight	21.77 oz/yd ²	
	ASTM D5823-05a	Average Pile Height	2.25"	
	ASTM D1335-12	Average Tuft Bind Strength	10.0 lbs/force	
	ASTM D5034-09	Average Grab Tear Strength	MD: 309.1 lbs/force	CMD: 276.3 lbs/force
	ASTM D5793-05	Binding Sites	Stitches Per Inch: 4.0	Gauge: 1/2"

FIBER TESTING	Test Method	Test Description	Test Results		
				DFE Slit Film	
	ASTM D7138-08	Fiber Melt Point	120°C Polyethylene		
	ASTM D1907/D1907M-12	Fiber Denier	8,208		
	ASTM D2256/D2256M-10e1	Avg Fiber Breaking Strength	34.63 lbs/force		
	ASTM D2256/D2256M-10e1	Average Fiber Elongation	42.1 %		
	ASTM D3218-07(2012)	Fiber Thickness	0.00430" / 109 microns		
	ASTM D3218-07(2012)	Fiber Width	0.375" / 9,541 microns		
ASTM D792-08	Specific Gravity	0.946			

PERFORMANCE TESTING	Test Method	Test Description	Test Results	
			100% Rubber Infill	Rubber/Sand Mix Infill
	ASTM F1015-03	Abrasive Index w/ Infill System	32	36
BS7044 Method 4	Infiltrometer w/Infill System	167 Inches/ 424 Cm per hour	138 Inches/ 351 Cm per hour	

Fiber Testing was completed November 29, 2012 with remainder of testing completed September 27, 2013

Individual Testing Reports are available upon request, which provide the detailed test results and specific procedures.

Digitally signed by Erle Miles, Jr. V.P.
 DN: cn=Erle Miles, Jr. V.P., o=Testing Services, Inc., email=erle@testing-services.com, c=US
 Date: 2013.09.27 16:16:12 -0400

Erle Miles, Jr V.P., Testing Services Inc

TSI Accreditation:

Our laboratory is accredited with US Dept of Commerce, National Institute of Standards and Technology: ISO/IEC 17025:2005. Our code # is NVLAP 100108-0. However, it should be noted that some or all of the tests performed are not under our scope of accreditation due to the work not fully conforming to the standard, or it being outside the scope of our accreditation, or subcontracted.

Uncertainty:

We undertake all assignments for our clients on a best effort basis. Our findings and judgments are based on the information to us using the latest test methods available.

OUR LETTERS AND REPORTS APPLY ONLY TO THE SAMPLE TESTED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS, THESE LETTERS AND REPORTS ARE FOR THE USE ONLY OF THE CLIENT TO WHOM THEY ARE ADDRESSED AND THEIR COMMUNICATION TO ANY OTHERS OR THE USE OF THE NAME TESTING SERVICES, Inc. MUST RECEIVE OUR PRIOR WRITTEN APPROVAL. THE REPORTS AND LETTERS, AND OUR NAME, OUR SEALS, OR OUR INSIGNIA ARE NOT UNDER ANY CIRCUMSTANCES TO BE USED IN ADVERTISING TO THE GENERAL PUBLIC. VISIT OUR WEBSITE AT www.tsiodalton.com



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

201 West Colfax Ave, Dept 614
Denver, CO 80202
www.work4denver.com

NOTICE OF APPARENT LOW BIDDER
(SAMPLE)

Current Date

To:

Gentlemen:

The MANAGER OF PUBLIC WORKS has considered the Bids submitted on February 25, 2016 for work to be done and materials to be furnished in and for:

PROJECT No. 201626184 LOWRY SYNTHETIC TURF REPLACEMENT

as set forth in detail in the Contract Documents for the City and County of Denver, Colorado. It appears that your Bid is fair, equitable, and to the best interest of the City and County; therefore, said Bid is hereby accepted at the bid price contained herein, subject to execution of the Contract Documents and your furnishing the items specified below, the total cost thereof (Contract Amount Written), (Contract Amount Numeric).

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

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

- a. Insurance Certificates: General Liability and Automotive Liability, Workman's Compensation and Employer Liability; or any other coverage required by the contract; and
- b. One original plus four copies of the Power of Attorney relative to Performance and/or Payment Bond;

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

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



Denver Public Works

Engineering Division

Capital Projects Management – Dept. 506

Right-of-Way Services – Dept 507

Traffic Engineering Services – Dept 508

Policy and Planning – Dept. 509

201 West Colfax Ave, Dept 614

Denver, CO 80202

www.work4denver.com

Current Date

**NOTICE TO PROCEED
(SAMPLE)**

Name

Company

Street

City/State/Zip

CONTRACT NO. 201626184, LOWRY SYNTHETIC TURF REPLACEMENT

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 201626184, as set forth in detail in the contract documents for the City and County of Denver.

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

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

Sincerely,

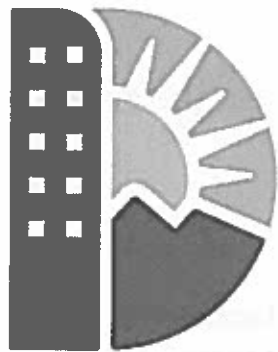
Lesley B. Thomas
City Engineer

cc:

FOR CITY SERVICES VISIT | CALL
DenverGov.org | 311

Protecting the Present & Building the Future
Accountability, Innovation, Empowerment, Performance, Integrity,
Diversity, Teamwork, Respect, Excellence, Safety

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER[®]
THE MILE HIGH CITY

Department of Public Works

Addenda

Contract Number: 201626184



Lowry Synthetic Turf Replacement

January 25, 2016

A 3. The project documents do not require sandblasting. Means and methods of removing adhesive or refinishing the existing curb are up to the contractor.

Q 4. *Can you please provide a line item on the bid form for the unit cost of crushed gravel that may need to be added to the existing aggregate base?*

A 4. Refer to revised BF page ADD #1 BF - 7 and ADD #1 BF - 7.1

Q 5. *May I get a full scale plan set? The set in the bid docs does not print to scale?*

A 5. The document supplied through QuestCDN prints correctly at 24x36. If you continue to have problems contact Brenda Hageman.

Q 6. *Can I also ask if you could change the specification portion that talks about rubber and sand amounts to limit the sand total per square foot to 30% sand and 70% rubber or lower?*

A 6. The infill specification remains unchanged. A 30% sand and 70% rubber infill mix is possible under the current specification.

Q 7. *If a certain manufacturer (Shaw Sports Turf) has already been listed as specified in the documents, do they still need to fill out a substitution request form?*

A 7. No.

Q 8. *Details of fence show both core and bolt down on sheet L6. Can we set posts in a caisson before mow strip is poured in place? This is the preferred method of installing posts?*

A 8. Yes.

Q 9. *What constitutes acceptable recycling?*

A 9. Please refer to Division 1 specification 01 74 19 "Construction Waste Management and Disposal".

Q 10. *Can we use the rubber infill in the current fields?*

A 10. The existing rubber infill may be reused, providing it is cleaned prior to reuse, and meets all of the criteria of Specification 32 18 00, including dynamic cushioning requirements. The City will not waive any warranty or testing requirements for reused material.

Q 11. *What is acceptable removal of the adhesive on the concrete curb?*

A 11. Removal of 95% of the adhesive, subject to the Project Manager's approval.

Lump Sum Total Amount \$ _____

Textura ® Fee from table on Page BF-3 _____ % of Lump Sum Total Amount \$ _____

Total Lump Sum Amount plus Textura® Fee equals Total Bid Amount \$ _____

Total Bid Amount

_____ Dollars
(\$ _____)

Add Alternate #1

Replace crusher fines with concrete:
Amount of

_____ Dollars
(\$ _____)

Add Alternate #2

Mowband and Fence:
Amount of

_____ Dollars
(\$ _____)

LOWRY SYNTHETIC TURF REPLACEMENT
SUPPLEMENTAL PRICING DISCLOSURE - UNIT PRICES 01 22 00 - 1

Screened Fines \$ _____ /CY



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

201 W. Colfax, Department 412
Denver, CO 80202
p: 720.913.5751
f: 720 913.5720
www.denvergov.org/csa

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Alena Duran, Associate Human Resource Professional
DATE: Tuesday, January 26, 2016
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday January 22, 2015** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO160012
Superseded General Decision No. CO20150012
Modification No. 2
Publication Date: 1/22/2016
(8 pages)

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

For questions please call (720) 913-5018

Attachments as listed above.

ELEC0012-004 09/01/2015

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over \$1,000,000.....	\$ 27.35	11.00+3%
Electrical contract under \$1,000,000.....	\$ 24.85	11.00+3%

* ELEC0068-001 06/01/2015

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.15	13.46

ELEC0111-001 09/01/2014

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 28.65	13.75%+4.75
Equipment Operator- Underground.....	\$ 25.05	9.20
Groundman.....	\$ 18.20	9.12
Line Equipment Operator.....	\$ 28.47	11.30
Lineman and Welder.....	\$ 40.81	15.14

ELEC0113-002 06/01/2015

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	14.95

ELEC0969-002 12/01/2014

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 24.00	7.32

ENGI0009-001 10/23/2013

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 25.04	9.15
Blade: Rough.....	\$ 24.73	9.15
Bulldozer.....	\$ 24.73	9.15
Cranes: 50 tons and under..	\$ 24.88	9.15
Cranes: 51 to 90 tons.....	\$ 25.04	9.15
Cranes: 91 to 140 tons.....	\$ 25.19	9.15
Cranes: 141 tons and over...	\$ 25.97	9.15

	Rates	Fringes
PIPEFITTER.....	\$ 35.35	13.39

 SHEE0009-002 07/01/2015

	Rates	Fringes
Sheet metal worker.....	\$ 32.85	14.63

 TEAM0455-002 07/01/2015

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 19.66	4.02
Tandem/Semi and Water.....	\$ 20.29	4.02

 SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.
 General Decision Number: CO160012 01/22/2016 CO12

Superseded General Decision Number: CO20150012

State: Colorado

Construction Type: Heavy

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

* ELEC0068-001 06/01/2015

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.15	13.46

ELEC0111-001 09/01/2014

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 28.65	13.75%+4.75
Equipment Operator-		
Underground.....	\$ 25.05	9.20
Groundman.....	\$ 18.20	9.12
Line Equipment Operator.....	\$ 28.47	11.30
Lineman and Welder.....	\$ 40.81	15.14

ELEC0113-002 06/01/2015

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	14.95

ELEC0969-002 12/01/2014

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 24.00	7.32

ENGI0009-001 10/23/2013

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Cranes: 51 to 90 tons.....	\$ 25.04	9.15
Cranes: 91 to 140 tons.....	\$ 25.19	9.15
Cranes: 141 tons and over...	\$ 25.97	9.15
Forklift.....	\$ 24.37	9.15
Mechanic.....	\$ 24.88	9.15
Oiler.....	\$ 24.01	9.15
Scraper: Single bowl		
under 40 cubic yards.....	\$ 24.88	9.15
Scraper: Single bowl,		
including pups 40 cubic		
yards and over and tandem		
bowls.....	\$ 25.04	9.15
Trackhoe.....	\$ 24.88	9.15

IRON0024-003 11/01/2013

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 19.66	4.02
Tandem/Semi and Water.....	\$ 20.29	4.02

 SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
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Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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

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

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

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

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

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

GROUP 2 - Conveyor, handling building materials, ditch witch and similar trenching machine, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier.

GROUP 3 - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine, cableway signalman, caisson drill, William MF, similar or larger, C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, articulated truck operator, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer, piledriver, tractor with sideboom, roto- mill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, hoist 3 drum or more, mechanic - welder (heavy-duty).

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

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

GROUP 1 - Janitors; Yardmen

GROUP 2 -Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-Denver, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Concrete Tender; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt

DOCUMENT 00 26 00 - PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

- A. **Procurement Substitution Requests:** Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.
- B. **Substitution Requests:** Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 01 25 00 "Substitutions" for conditions under which Substitution requests will be considered following Contract award.

1.2 QUALITY ASSURANCE

- A. **Compatibility of Substitutions:** Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.3 PROCUREMENT SUBSTITUTIONS

- A. **Procurement Substitutions, General:** By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. **Procurement Substitution Requests** will be received and considered by Owner when the following conditions are satisfied, as determined by Designer; otherwise requests will be returned without action:
 - 1. Extensive revisions to the Contract Documents are not required.
 - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
 - 3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

- A. **Procurement Substitution Request:** Submit to Contract Administrator in PDF form. Procurement Substitution Request must be made in writing in compliance with the following requirements:
 - 1. Requests for substitution of materials and equipment will be considered if received no later than fourteen (14) days prior to date of bid opening.
 - 2. **Submittal Format:** Submit one (1) PDF copy of each written Procurement Substitution Request, using CSI Substitution Request Form 1.5C.

**SUBSTITUTION
REQUEST**

(During the Bid Period)

Project: _____ Substitution Request Number: _____

From: _____

To: _____ Date: _____

A/E Project Number: _____

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____

Date: _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

<i>Pile Yarn Type</i>	<i>100% Polyethylene Fiber</i>
Yarn Denier	ASTM D-1577
Yarn Breaking Strength	ASTM D-2256
Yarn Melting Point	ASTM D-789
Pile Height	ASTM D-418
Pile Weight	ASTM D-418
Total Weight	ASTM D-418
Backing Perforations	ASTM D-418
Tuft Bind (Without in-fill)	ASTM D-1335
Tuft Bind (With in-fill)	ASTM D-1335
Grab Tear Strength	ASTM D-1682

- B. All markings and layout shown on the plans shall conform to the requirements set for the by UEFA, FIFA and the National Federation of State High School Associations (NFSHSA).
- C. All markings shall be performed using selected colors of grass materials.

1.5 DELIVERY STORAGE AND HANDLING

- A. Packing and Shipping: Deliver products in original unopened packaging with legible manufacturers' identification. All materials shall be stored in a dry place out of the direct sunlight.
- B. Bulk Materials: Deliver materials in clean, washed and covered trucks to eliminate contamination during transportation. On site stockpiling locations to be coordinated with the Project Manager. Stockpile only in areas free of debris and away from drainage routes.
- C. Delivery and inspection of materials: Prior to the installation of any materials and immediately upon delivery of the synthetic grass system and components to the project site, the Contractor shall inspect materials as follow:
 1. For damaged or defective items
 2. Measure grass pile height and roll lengths
 3. Inspect the perforations and uniformity
 4. Adhesives shall arrive in sealed dry containers
 5. Rubber in-fill shall arrive in large sacks or bags without tears and loose material
 6. Rubber in-fill shall arrive dry and loose. No Rubber shall be accepted that is bulked or solid
 7. Rubber in-fill shall be free of exposed metal particles

1.6 PROJECT/SITE CONDITIONS

- A. Weather Permitted Conditions: The Contractor will not perform any work if the condition for working are:
 1. Ambient air temperatures are below 45 degrees F
 2. Material temperature falls below 45 degrees F
 3. Rain is Falling

Lever Brothers or equal.

C. If a combination of sand and rubber are used as the in-fill system, the rubber content shall be not less than 3 pounds per square foot and the sand shall not be less than 3 pounds per square foot. If sand is used, the fiber length of the synthetic grass shall not be less than 2-1/2". Sand shall be dust free rounded rubber or ceramic coated silica sand 60-40 mesh.

2.3 PERMABILITY REQUIREMENTS

- A. The combined grass and in-fill system shall drain vertically at a minimum of 10 inches per hour for 24 hours continuously, without visible surface ponding. After a period of 30 minutes, there should be no standing water or saturated areas larger than 50 square feet.

2.4 ADHESIVE MATERIAL PROPERTIES

- A. The Adhesive material to adhere the synthetic grass shall be the industry standard, a Two-component, thixotropic, polyurethane-based adhesive specifically designed for synthetic turf seaming. The adhesive shall be applied at the rate not to exceed 75 square feet per gallon.
- B. The adhesive shall have the same warranty period as the synthetic grass system.
- C. Store and apply adhesives according to manufacturer's specifications.
- D. If a hot melt welding method is used, the glue shall have an application temperature of 325 degrees F. with a melting point of 180 degrees F. Material shall be National Adhesive #34-5372 or equal. Submission of all hot melts shall be 14 calendar days prior to installation.
- E. All adhesives used in bonding the system together shall be resistant to moisture, bacterial and fungus attacks, and resistant to ultra-violet rays at any location upon installation.

2.5 PILE SURFACE

- A. The pile surface shall provide good traction in all types of weather with the use of conventional "sneaker type shoes" and composition, molded sole athletic shoes. The pile surface shall be suitable for both temporary and permanent line.

2.6 SYSTEM MATERIAL COMPONENTS

- A. The Pile fibers shall resemble freshly grown natural grass in appearance, texture and color (except for the color grass for markings). Streaks, discoloration or different dye lots shall not be accepted.
- B. Fibers shall be Monofilament, Silt film or Hybrid fiber system.
- C. Pile surface shall be nominally uniform in length not less than 2-1/4".
- D. If sewn, all grass seams shall be constructed of reinforced backing material or sewn with high strength polyester fiber cord. Sewn seams shall be a "bagger" type seam with a double sewn line. Seams shall lay flat after in-fill.
- E. All glued seams shall have a 12" wide seaming tape of nylon or Mylar, fully coated with adhesive.

I.	Fiber Construction	ASTM D418	100% Polyethylene mono-ribbon non-fibrillated pattern, not less than 120 microns in thickness. Ultrablade or XPS or NexGen. Mono filaments (2mm x 115 microns are acceptable. Monoribbons are acceptable. Fiber shall be a combination of 1mm and 2mm blade widths. Monoribbons are acceptable.
J.	Fiber Gauge Width	ASTM D418	0.375" between tuftedrows
K.	Fiber Denier microns	ASTM D418	8,000 Denier (minimum) at 120
L.	Fiber Thickness Monofilaments)	ASTM D418	115 microns (120 for
M.	Secondary Backing	ASTM D418	Oven cured Polyurethane or latex
N.	Secondary Backing square	ASTM D418	28 ounces of finished weight per y a r d
O	Perforations	Visual	3/8" spaced a maximum of 2.5" on center, max.

2.8 MARKINGS

- A. The complete field lining, marking and field boundary system with team areas limits, etc. shall be provided with the initial installation. Layouts shall be accurately surveyed and marked prior to installation.
- B. All lines and field markings are to be tufted or inlaid with the specific colored turf. All markings shall be uniform in color, providing a sharp contrast with the turf color and shall have sharp and distinct edging. Markings shall be true and shall not vary more than 1/2" from specified width and location.
- C. Manufacturer is to guarantee that the synthetic fiber is adaptable to painted lines. D. Minimum Lining and Markings (see Plan):
 1. All incidental markings required by UEFA, FIFA and NFSHSA2.
 2. All lines to be 4" width.
 3. Main field Soccer: All soccer lines, goals and boxes shall be in-laid with white turf.
 4. Small field Soccer: All soccer lines, goals and boxes shall be in-laid with blue turf.
 5. Lacrosse field: All lines, goals and boxes shall be in-laid with blue turf.

2.9 TERMINATION NAILER

- A. The nailer board shall be a 2" x 6" "Trex" synthetic or recycled materials or equal

- D. Float, add washed screenings and roll the sub-base
 1. Contractor to float sub-base, and after verifying the condition of the sub-base with Project Manager, add screened fines per unit cost at the direction of the Project Manager. Contractor to then roll the sub-base to meet compaction requirements of the synthetic turf system.
- E. Laser grade/survey sub-base
 1. Contractor to laser grade sub-base to grades specified in 3.2.B.1. Re-spread and provide additional aggregate base as needed to provide level surface.
 2. Contractor to provide survey results to Project Manager.

3.3 CERTIFICATION OF THE BASE INSTALLATION

- A. The Contractor is responsible for the review and acceptance of the base and drainage.
 1. Sub-base Acceptance: As a part of this contract, the contractor shall be responsible to review the installation of the base and drainage and to comment on any problems or conflicts that may be discovered. Upon completion of this review of the base work, submit a letter confirming the site inspection has been performed, noting any discrepancies, problems and/or conflicts. A final summary of certification of the acceptance and approval of the base and drainage shall be submitted.

3.4 INSTALLATION OF SYNTHETIC TURF

- A. Synthetic Turf: Contractor to install synthetic turf per manufactures requirements.
- B. Installation of Termination Nailer
 1. The nailer shall be installed and fully secured to the concrete curbing per Turf Manufacturer's specifications. The turf material shall be anchored or nailed to the nailer board per Turf manufacturer's specifications.
- C. Edges and Termination
 1. All edges and ends of the grass shall be secured to the termination nailer. This termination shall be as detailed in the drawings and as specified herein.
- D. Seams:
 1. All panel seams shall be securely sewn using a double stitch bagger seam and/or glued to a backing material of nylon or Mylar.
 2. All panel seams spacing are to be held to a minimum of 15 feet unless prior approval of seaming diagram indicates a lesser panel.
 3. All inlaid areas shall have full fastenings and no loose areas. At no time can pulling on the section separate the material.
 4. All seams and inlaid areas shall be brushed thoroughly before infill materials are installed.
- E. Lines, Markings, and In-laid Grass
 1. All markings and lines shall be in-laid using the accepted color grass.
 2. All lines and markings shall be accurately set and surveyed to within 1/2" tolerance.
- F. In-fill

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section consists of the Warranty/Guarantee to cover the usability of the turf system; accessories, use, characteristics, and suitability, of the installation. All items covered by the warranty are to be replaced or repaired with new materials, including installation at the sole expense of the warranting manufacturer/surface supplier for a minimum period of eight (8) years from the date of substantial completion. The field materials shall be guaranteed for the designated uses as follows:

1. Football
2. Soccer
3. Physical Education exercises
4. Physical Education activities
5. Lacrosse
6. Field Hockey
7. Rugby
8. Pneumatic rubber tired maintenance service equipment
9. Pedestrian traffic and other similar uses

- B. A principal of the applicable firm, duly authorized to make contracts shall sign the turf contractor warranty. The term "Contractor" contained herein shall mean the firm that is furnishing the warranty. If the turf manufacturer of the synthetic turf system is not the same entity as the contractor, the warranty shall be co-signed by the manufacturer and the contractor.

- C. Related Sections:

1. Division 32 Section "Synthetic Turf Systems".

1.3 FORM OF WARRANTY OF THE SYNTHETIC TURF SYSTEM

- A. Contractor hereby warrants to the City, subject to the limitations and conditions set forth below, that its synthetic turf system and the adhesives used in the installation, are free from defects in material and workmanship and shall, for a minimum period of eight (8) years from the date of acceptance by the City, remain serviceable for the activities as listed above.
- B. Contractor warrants to the City that its synthetic turf materials shall not fade, fail, shrink, wrinkle or reflect excessive wear. Contractor shall, at their sole expense and cost, replace such areas of the synthetic turf system not performing to these standards for the life of the warranty.

2. The City maintaining and properly caring for the synthetic turf system in accordance with the Contractor's maintenance manual and instructions.
 3. The City complying with the dynamic and static load specifications established by the Contractor.
- G. The warranty is not to cover any defect, failure, damage or undue wear in or to the synthetic turf system caused by or connected with abuse, neglect, deliberate acts, acts of God, casualty, and static or dynamic loads exceeding Contractor's recommendations.
- H. Contractor shall examine the synthetic turf system at least once per year or in regards to any claim that the City makes to be present at any time, to analyze the results of all tests conducted by the Athletic Field Operations Supervisor or others, and to conduct such tests of their own. Contractor shall not be responsible for any costs or expenses incurred by the Athletic Field Operations Supervisor or others with respect to such tests, except the Contractor shall pay for costs of all tests and analysis conducted or directed by their representative. The annual testing shall be at the expense of the Contractor and the results delivered to the Athletic Field Operations Supervisor or his designee within 60 days of the testing.
- I. In the event the Contractor does not respond to the Owner's written notice within 10 days of receipt of the notice or does not submit, schedule and execute corrective work within 60 days (weather permitting), the City has the option of having the work performed at the expense of the Contractor.
- J. The Contractor will be given 7 days notice in the form of a certified letter notifying the Contractor of the end of the 60 day scheduling period.
- K. Manufacturers to provide a standard form of warranty may be used provided conditions specified herein are incorporated. All claims by the City under this warranty must be made in writing to the Contractor's address.

1.4 QUALITY ASSURANCE

- A. The City will notify the contractor in writing of any issues that require remedial work on the field area.
- B. The Contractor shall respond to the notification within 48 hours of receipt and schedule any major defect or repair within 72 hours or as weather permits.
- C. The warranty requires that the contractor shall be required to perform all required repairs in a permanent and suitable manner as deemed necessary to maintain a safe playing condition at all times.
- D. The warranty requires that in case of any major repair or replacement, the contractor is to schedule such work as to not interfere with the City's primary use or schedule.
- E. Any replacement or repair area shall match (as close as possible) the appearance of the existing turf.

8. Insurance coverage shall not exclude heavily trafficked areas or related uses such as team practices or multiple sports use.
 9. Insurance coverage shall not exclude any colored turf fibers such as in-lays, numbers, marking, lettering, etc.
 10. Insurance coverage offers a minimum claim limit of \$5 million in the aggregate per annum.
 11. Insurance coverage offers a minimum claim limit of \$300,000 per field of 100,000 square feet or less. Larger field areas or multiple fields shall be separately insured under the same terms of this specification.
3. In either option, final documents shall be submitted to the City prior to final payment.
 4. Warrant documents and terms of warranty shall be in accordance with this section,
- H. The Contractor will be responsible for all tests that fail the specification. The City reserves the right to submit the surface to the above tests at any time during the length of the guarantee. Consideration will be given to the time and use of the surface.
- I. This warranty does not cover excessive wear of the surface caused by misuse. The Athletic Field Operations Supervisor will be given instructions and care-taking procedures before final acceptance. The Athletic Field Operations Supervisor is to follow the maintenance guidelines as specified by the surfacing manufacturer.

END OF SECTION 32 18 05



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

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

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Alena Duran, Associate Human Resource Professional
DATE: Tuesday, January 26, 2016
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday January 22, 2015** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO160012
Superseded General Decision No. CO20150012
Modification No. 2
Publication Date: 1/22/2016
(8 pages)

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

For questions please call (720) 913-5018

Attachments as listed above.

ELEC0012-004 09/01/2015

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$1,000,000.....	\$ 27.35	11.00+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	11.00+3%

* ELEC0068-001 06/01/2015

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.15	13.46

ELEC0111-001 09/01/2014

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 28.65	13.75%+4.75
Equipment Operator-		
Underground.....	\$ 25.05	9.20
Groundman.....	\$ 18.20	9.12
Line Equipment Operator.....	\$ 28.47	11.30
Lineman and Welder.....	\$ 40.81	15.14

ELEC0113-002 06/01/2015

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	14.95

ELEC0969-002 12/01/2014

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 24.00	7.32

ENGI0009-001 10/23/2013

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 25.04	9.15
Blade: Rough.....	\$ 24.73	9.15
Bulldozer.....	\$ 24.73	9.15
Cranes: 50 tons and under..	\$ 24.88	9.15
Cranes: 51 to 90 tons.....	\$ 25.04	9.15
Cranes: 91 to 140 tons.....	\$ 25.19	9.15
Cranes: 141 tons and over...	\$ 25.97	9.15

	Rates	Fringes
PIPEFITTER.....	\$ 35.35	13.39

SHEE0009-002 07/01/2015		

	Rates	Fringes
Sheet metal worker.....	\$ 32.85	14.63

TEAM0455-002 07/01/2015		

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 19.66	4.02
Tandem/Semi and Water.....	\$ 20.29	4.02

SUCO2001-006 12/20/2001		

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
General Decision Number: CO160012 01/22/2016 CO12

Superseded General Decision Number: CO20150012

State: Colorado

Construction Type: Heavy

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

* ELEC0068-001 06/01/2015

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

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ELEC0113-002 06/01/2015

EL PASO COUNTY

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ELEC0969-002 12/01/2014

MESA COUNTY

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ENGI0009-001 10/23/2013

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Cranes: 50 tons and under..	\$ 24.88	9.15
Cranes: 51 to 90 tons.....	\$ 25.04	9.15
Cranes: 91 to 140 tons.....	\$ 25.19	9.15
Cranes: 141 tons and over...	\$ 25.97	9.15
Forklift.....	\$ 24.37	9.15
Mechanic.....	\$ 24.88	9.15
Oiler.....	\$ 24.01	9.15
Scraper: Single bowl		
under 40 cubic yards.....	\$ 24.88	9.15
Scraper: Single bowl,		
including pups 40 cubic		
yards and over and tandem		
bowls.....	\$ 25.04	9.15
Trackhoe.....	\$ 24.88	9.15

IRON0024-003 11/01/2013

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 19.66	4.02
Tandem/Semi and Water.....	\$ 20.29	4.02

 SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting....	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher....	\$ 17.31	2.85
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Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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

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

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

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

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

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

GROUP 2 - Conveyor, handling building materials, ditch witch and similar trenching machine, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier.

GROUP 3 - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, articulated truck operator, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer; piledriver, tractor with sideboom, roto- mill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, hoist 3 drum or more, mechanic - welder (heavy-duty).

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

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

GROUP 1 - Janitors; Yardmen

GROUP 2 -Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-Denver, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Concrete Tender; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt

CITY AND COUNTY OF DENVER
STATE OF COLORADO



Department of Public Works
Technical Specifications
Contract Number: 201626184

Lowry Synthetic Turf Replacement
January 25, 2016

TECHNICAL SPECIFICATIONS

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PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The Work specified in this contract consists of furnishing all management, supervision, labor, materials, tools, equipment, services, testing, and incidentals for the construction of the Work indicated in the Contract Documents including lump sum items and unit price items.
- B. Reference General Conditions as listed:
 - 1. Article 301 "Consideration (Contractor's Promise of Performance)".
 - 2. Article 306 "Working Hours and Schedule".
 - 3. Title 8 "Protection of Persons and Property".
 - 4. Article 804 "Protection of Municipal, Public Service, or Public Utility Systems".

1.3 SITE CONDITIONS

- A. The Contractor acknowledges satisfaction as to the nature and location of the Work, all of the general and local conditions, particularly those bearing upon availability of transportation, access to the site, disposal, handling and storage of materials, availability of labor, water, power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during work, and all other matters that can in any way affect the work or the cost thereof under this contract.
- B. The Contractor further acknowledges, by submission of a bid and on each change in work proposal, satisfaction as to the character, quality and quantity of all surface and subsurface materials and all features on top of the surface or at worksites that would be encountered from his inspection of the site and from reviewing available records of exploratory work furnished by the City. Failure by the Contractor to become acquainted with the physical conditions of the sites and all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of performing the Work.
- C. The Contractor warrants that as a result of examination and investigation of all the aforesaid data and the site, that the Contractor can perform the Work in a good and workmanlike manner and to the satisfaction of the City. The City assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this contract unless such representation is expressly stated in the contract.

1.4 DESCRIPTION OF WORK

- A. The following work items are included in these specifications: Site Work, Concrete, Earth Work, and Exterior Improvements as listed in the Table of Contents of these specifications and as shown per the Contract Drawings. The materials and installation methods specified herein

3.3 CONTRACTOR USE OF WORKSITE

- A. Confine worksite operations to areas permitted by law, ordinances, permits and the contract.
- B. Consider the safety of the Work and that of the people and property on and adjacent to the worksite when determining amount, location, movement and use of materials and equipment on worksite.
- C. Do not load worksite with equipment and products that would interfere with the Work. Only equipment, tools or materials required for this Work may be stored at the worksite.
- D. Protect products, equipment and materials stored on worksite.
- E. Relocate stored products, equipment and materials which interfere with operations of City, government bodies, public and private utilities, and other contractors.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. No separate measurement shall be made for work under this Section.

4.2 PAYMENT

- A. No separate payment will be made for work under this section including any and all necessary relocations requested by the City. The cost of the work described in this section shall be included in the Contract price.

END OF SECTION 01 11 00

1. Description: Provide additional screened fines according to Section 32 18 00 "SYNTHETIC TURF SYSTEMS."
2. Unit of Measurement: Cubic Yard (CY).

END OF SECTION 01 22 00

1.5 SCHEDULE OF ALTERNATES

A. Alternate No. 01: Concrete under bleachers

1. **Base Bid:** Existing crusher fines to remain under bleachers.
2. **Alternate:** Remove bleachers, store on site. Remove existing crusher fines in bleacher area. Construct new concrete slab per sheets L1, L2, L3, L4 & L5. Reset existing bleachers.

A. Alternate No. 02: Mow band and fencing.

1. **Base Bid:** No mow band; no fencing.
2. **Alternate:** Add mow band and fencing at perimeter of soccer fields; re: sheets L1, L2, L3, L4 & L6.

END OF SECTION 01 23 00

- D. The submittal shall contain all the applicable information required in Article 1.6, below.
- E. A signed statement as outlined in Article 1.7, below, must accompany the Request for Substitution.

1.5 INFORMATION

- A. Provide the following information as applicable with the Request for Substitution on the item or process that is being requested to be substituted:
 - 1. A complete description of the item or process.
 - 2. Utility connections including electrical, plumbing, HVAC, fire protection and controls.
 - 3. The physical dimensions and clearances.
 - 4. A parts list with prices.
 - 5. Samples of color and texture.
 - 6. Detailed cost comparisons of the substitution and the contract specified item or process.
 - 7. Manufacturer warranties.
 - 8. Energy consumption over a one-year period.
 - 9. What local organization is certified to maintain the item.
 - 10. Performance characteristics and production rates.
 - 11. A list of any license fees or royalties that must be paid.
 - 12. A list of all variations for the item or method specified.
 - 13. A list of at least three other projects of similar nature to this contract where the products or methods have been in use for at least one year including telephone number and name of the person to contact at these other projects.
 - 14. An analysis of the effect of the substitution on the schedule and contract cost and on the overall project as it relates to adjoining work.

1.6 SUBSTITUTION REQUEST

- A. The formal Request for Substitution will be evaluated by the Project Manager and the Designer of Record based on the following criteria:
 - 1. Compatibility with the rest of the project.
 - 2. Reliability, ease of use and maintenance.
 - 3. Both initial and long term cost.
 - 4. Schedule impact.
 - 5. The willingness of the Contractor to share equally in any cost savings.
 - 6. The ability of the item or process to meet all applicable governing regulations, rules and laws along with funding agency requirements.
 - 7. The cost of evaluating the substitution.
- B. Based upon the above evaluation the Project Manager will make a final determination of what is in the best interest of the City and either approve, disapprove or approve as noted the requested substitution.

1.7 CONDITIONS

- A. As a condition for submitting a Request for Substitution the Contractor waives all rights to claim for extra cost or change in contract time other than those outlined in the request and approved by the Project Manager. The Contractor, by submitting a Request for Substitution, also accepts all liability for cost and scheduling impact on other contractors or the City due to the substitution.

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes Pay Item descriptions for measurement and payment of Work completed.

1.3 DESCRIPTION**A. General:**

1. NOTE: The Pay Item descriptions listed herein are hypothetical and will vary with each project. Do not prepare pay estimates based on these descriptions.
2. All measurements and payments will be based on work completed in strict accordance with the Drawings and specifications for the project.
3. The method of measurement and basis of payment described are for the work itemized in the Bid Form and in the sections of the specifications. Items may include work within a single section or in more than one section.
4. See the General Conditions for additional information pertaining to measurement and payment. This section is intended to supplement the General and Special Conditions.

B. Measurement:

1. Unless otherwise specified, all longitudinal measurements will be made horizontally, and computations will be based on the dimensions shown on drawings and details. No measurement will be made by weight tickets.
2. Quantities will be rounded off to the nearest whole number.
3. The Contractor shall, in the presence of the Project Manager, verify all measurements and quantities required for payment by the unit price method.
4. Contractor shall provide necessary equipment, workers, and survey personnel as required for measurements.

C. Units:

1. Measurement by Volumes: Measurement by cubic dimension using mean length, width and height or thickness. Longitudinal measurements will be made horizontally.
2. Measurements by Area: Measured by square dimensions using mean length and width or radius, measured horizontally.
3. Linear Measurement: Measured by linear dimension at the item centerline or mean chord.
4. Measured by Lump Sum or Per Each: Item inclusion as specified by the bid item description.

D. Payment:

1. Unit bid prices, as quoted in the Bid Schedule, shall constitute full compensation for labor, materials, equipment, rentals, overhead, profit and incidentals to complete all work for each pay item and for all risk, loss, damage, or expense of whatever nature arising from the nature of the work or prosecution thereof.

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for preparing and submitting the Schedule of Values as referenced in the General Conditions. The Schedule of Values will be built upon a breakdown of the Work using specification sections and milestones. The Work also includes the preparing and submitting of updated copies of the Schedule of Values if the Schedule of Values is affected by change orders.

1. A Schedule of Stored Material is a detailed cost breakdown for permanent materials that will be temporarily stored prior to their being installed and for which the Contractor seeks partial payments. The Schedule of Stored Material will be incorporated as a part of the Schedule of Values.
2. No later than thirty (30) Days prior to the issuance of the first pay application, the Contractor shall submit the Schedule of Values including the Schedule of Stored Material if applicable. The Schedule of Values and Schedule of Stored Material used to prepare the work/cost breakdown for the Schedule of Values will be used for the Contractor's billings.
3. Any contract allowances shall be included in the Schedule of Values. Expenditure of allowances shall be done through the use of the Allowance Authorization form. Use of this form does not increase or decrease the contract value.

- A. Reference the General Contract Conditions as listed:

1. Article 902 "Payment Procedure".
2. Article 903 "Schedule of Values in Lump Sum Contracts".
3. Article 906 "Applications for Payment".

- B. Related Sections:

1. Division 01 Section "Submittals".
2. Division 01 Section "Shop and Working Drawings, Product Data, and Samples".
3. Division 01 Section "Standard Forms".

1.3 DEFINITIONS

- A. Allowance: A monetary amount specified and included in the construction contract for a certain item of work whose details are not yet determined at the time of contracting.

B. SUBMITTAL

- C. The Schedule of Values shall be submitted in a format approved by the Project Manager.

3.3 PAYMENT FOR STORED MATERIALS

- A. Only materials that are described in the specifications and on the drawings will be considered permanent materials. Permanent materials are materials that will be left in the work after the contract is completed.
- B. Nothing in these specifications shall be interpreted as requiring the City to pay for stored materials. The Project Manager shall decide on a case-by-case basis whether stored materials shall be paid for. No payment will be made for stored materials which have not been submitted and accepted.
- C. The Contractor must, at all times, store permanent materials in accordance with manufacturer's recommendations. Any material not properly stored will not be paid for. Amounts will be deducted from payments for any stored permanent material previously paid for and subsequently found to be improperly stored or not present, based upon a physical inventory of stored permanent material.
- D. Only the neat line quantity of material needed for the finished product may be paid for.
- E. All requests for stored permanent material payment must be accompanied by paid invoices clearly showing the quantity of permanent material, the type of permanent material and discounts or rebates and the net amount paid to the supplier along with a certificate stating that the permanent material is free of any liens or judgments preventing its use by the City.
- F. All permanent material stored off site, for which payment is being requested must be insured and stored in bonded, insured warehouses.
- G. Any permanent material on which payment is requested must be in such a form that it cannot be used on work other than this contract, or stored in a manner acceptable to the Project Manager to ensure that the permanent material cannot be used on work other than this contract.

3.4 ALLOWANCE AUTHORIZATION AND PAYMENT

- A. Contractor shall request written approval for expenditure of any contract allowances PRIOR TO performing the Work involved. List work to be performed and estimated cost in the requesting correspondence.
- B. Original copies of all invoices and receipts must be submitted with the Allowance Authorization as part of the request for payment.
- C. Using the format provided by the City, the Contractor's request for payment of all contract allowances shall be included in the Schedule of Values.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. No separate measurement shall be made for work under this Section.

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for project and construction coordination, supervision, and administration for the Work, including but not necessarily limited to:
1. Coordination.
 2. Administrative and supervisory personnel.
 3. General installation provisions.
 4. Cleaning and protection.
 5. Utilities and site work.
- B. Reference General Conditions as listed:
1. Title 3 "Contractor Performance and Services".
 2. Article 301 "Consideration (Contractor's Promise of Performance)".
 3. Article 308 "Communications".
- C. Related Sections:
1. Division 01 Section "Construction Surveying".
 2. Division 01 Section "Administration, Procedures, Codes".
 3. Division 01 Section "Project Meetings".

1.3 GENERAL COORDINATION

- A. General:
1. The Contractor shall ensure that each entity involved in the performance of the Work shall cooperate in the overall coordination of the Work; promptly, when requested by the Contractor, furnish information concerning the entity's portion of the Work; and respond promptly and reasonably to the decisions and requests of persons designated with coordination, supervisory, administrative, or similar authority.
 2. The Contractor shall, where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 3. Prepare similar memoranda for the Owner and separate Contractors where coordination of their work is required.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction work. Such administrative activities include, but are not limited to, the following:
1. Preparation of schedules
 2. Installation and removal of temporary facilities
 3. Delivery and processing of submittals
 4. Progress meetings

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION PROCEDURES

- A. Require the subcontractor of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items. Re-check measurements and dimensions before starting each installation.
- C. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- D. Installation:
 - 1. Provide attachment and connection devices and methods necessary for securing work. Secure work true to line and level. Allow for expansion and building movement.
 - 2. Install each component during weather conditions and the Work status that will ensure the best possible results. Isolate each part of the completed construction from incompatible materials as necessary to prevent deterioration.
 - 3. Coordinate work with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- E. Visual Effects: Provide uniform joint widths in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable choices to the Project Manager for final decision.
- F. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Project Manager for final decision.

3.2 CLEANING AND PROTECTION

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration prior to achieving substantial completion.
- B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for the Contractor, including his field superintendent and quality control representative, to attend meetings scheduled by the City for the collection and dissemination of information related to the subject contract.
 - 1. The Contractor will prepare the minutes of each meeting and distribute them to each of the participants.

1.3 OTHER MEETINGS

- A. The Contractor will be advised of times, dates, and places of contract meetings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PRECONSTRUCTION MEETING

- A. A Preconstruction Meeting will be scheduled by the City after the Contract has been signed by all parties. The purpose of this meeting is to introduce the City's Representatives to their counterparts in the Contractor's organization and to establish lines of communication between the representatives and outline some of the contract requirements. The Contractor's superintendent[, and quality control representative(s) shall attend this meeting.
 - 1. The Project Manager will distribute a notice of this meeting, along with an agenda of the subjects to be addressed.
 - 2. The Project Manager will explain and discuss the responsibilities and authorities of the City, the Designer, and the Project Manager's organization.
 - 3. The Project Manager will provide highlights of the following information at this meeting:
 - a. Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) requirements.
 - b. Insurance, laws, codes, traffic regulations, and permit requirements of public agencies and their regulations.
 - c. Procedures for processing change orders.
 - d. Procedures for submitting shop and working drawings, product data and samples.
 - e. Monthly pay estimate cutoff dates.
 - f. Payment procedures.
 - g. Request for information procedures.
 - h. Communication procedures.
 - i. Contractor-required Daily Reports.

3. **Quality Assurance:** The Project Manager shall present and discuss issues regarding quality assurance.
4. **Design Activities:** Open discussion.
5. **Shop Drawings / Submittals / Material Procurement:**
 - a. The Contractor shall provide and review the submittal schedule and provide any updated information and/or changes to the schedule.
 - b. The Contractor shall provide information on the status of submittals requiring re-submittal.
 - c. The Contractor shall review any accepted submittals that the Contractor plans to re-submit with changes.
 - d. Contractor shall provide the status of material procurement for long-lead items (long-lead items are materials and equipment that have a fabrication and/or delivery duration that exceeds 15 working days).
 - 1) This information shall be provided by the Contractor in a format satisfactory to the City Project Manager and shall include, at a minimum:
 - a) Submittal/shop drawing preparation duration.
 - b) Review duration.
 - c) Fabrication duration.
 - d) Delivery duration.
 - 2) All long-lead items shall be identified with a separate activity on the approved CPM project schedule.
6. **Construction Activities:** Open discussion to include coordination items with other Contractors and / or agencies.
7. **Schedule:**
 - a. The Contractor shall provide to the Project Manager the Contractor's three week look-ahead schedule and review at the meeting the items on the schedule. The schedule shall be in bar chart format based on the approved CPM, and shall include dates of testing activities, items in progress, percentage of completion of items, responsible subcontractor for the items.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. No separate measurement shall be made for work under this Section.

4.2 PAYMENT

- A. No separate payment will be made for work under this Section. The cost of the work described in this Section shall be included in the Contract price.

END OF SECTION 01 31 19

- B. The Contractor shall prepare a work plan to complete the work within the contract time and complete those portions of work relating to each milestone date and other contract requirements.
 - 1. The Contractor shall generate a computerized Critical Path Method (CPM) schedule in the Precedence Diagram Method (PDM) format for the Work.
 - 2. The computerized format shall be compatible with the City's Primavera system, version 3.1 or Microsoft Office Project Professional 2003 or later.
 - 3. The Schedule shall be submitted electronically to the Project Manager in a dynamic format which will allow review and manipulation of any part of the schedule, and in reproducible hard copy.
 - 4. The schedule activities shall be resource loaded showing labor man hours by crafts, major construction equipment by type and value of the work.
 - 5. The value of the work shall summarize each pay item shown in the Schedule of Values and balance to their amount.

- C. In addition to the construction activities, the schedule shall include activities for furnishing materials and equipment and vendor shop drawing preparation.
 - 1. The construction schedule, a supporting narrative, and the overall progress curve shall be submitted for approval within thirty (30) days after Notice to Proceed.
 - 2. Within thirty (30) days the City will respond with approval or direction to revise and resubmit within ten days.
 - 3. Failure of the Contractor to have a construction schedule approved by the City will be considered cause for withholding progress payment(s).

- D. To the extent that the construction schedule or any revisions thereof contains anything not jointly agreed upon in writing, or fails to show anything jointly agreed upon in writing, it shall not be considered to have the approval of the City.
 - 1. Failure to include any work item required for performance of this contract shall not excuse the Contractor from completing all work within applicable completion dates, regardless of the City's approval of the schedule.

- E. Failure of the Contractor to comply with this Section will be considered cause for withholding progress payment(s) or termination for default.

1.4 SUBMITTALS

- A. Refer to Division 01 Section "Submittals" for submittal procedures. Submit the following as indicated:
 - 1. Preliminary schedule (with narrative).
 - 2. Construction schedule data and work plan (with narrative).
 - 3. Monthly progress report.
 - 4. Construction schedule change request (as needed).
 - 5. Record construction schedule.

PART 2 - PRODUCTS

2.1 PLOT AND REPORT FORMAT

- A. All plots shall be either 24- x 36-inches or 36- x 44-inches. They shall contain a title block with a minimum eighteen (18) point font showing:
 - 1. Contractor's name.

7. A narrative that explains the basis for the Contractor's determination of construction logic. It shall include estimated quantities and production rates, hours per shift, work days per week, and types, number and capacities of major construction equipment to be used and whether the Contractor plans to work weekends or holidays.
- B. The construction schedule shall be prepared to include the data for the total contract duration, and the critical path shall be identified, including critical paths for interim completion dates. Scheduled start or completion dates imposed on the schedule by the Contractor shall be consistent with contract milestone dates. Milestone events shall be the schedule dates specified in the Special Conditions and shall be prominently identified and connected to the appropriate work item, denoting its start or completion. Work items related to any interim milestones shall be coded for that milestone.
 - C. The Contractor shall submit the following documents to the City upon completion of preparation of the construction schedule:
 1. A time phased plot of the CPM schedule in PDM format showing all logic ties and an electronic copy in dynamic format.
 2. Various computer generated construction schedule reports that contain the following data for each work item: Identification, description, responsibility, duration, early start and early finish, late start and late finish, total float, and resources. The work items shall be sorted by float, early start, subcontractor or other sorts mutually agreed to. The reports shall also show the logic ties of successor and predecessor work items.
 3. A physical progress curve showing either manpower or other appropriate key contract items derived from the construction schedule and against which physical progress performance will be measured for schedule and payment purposes.
 4. The narrative described in paragraph 3.2.A.7, above.

3.3 PROGRESS REPORTING

- A. The Contractor shall submit a monthly progress report at the end of each month following the Notice to Proceed. At the end of each month, the Contractor and Project Manager shall agree on the progress of the work and the Contractor shall update the construction schedule accordingly. The updated construction schedule is a prerequisite to the submittal of the Contractor's application for progress payment. The schedule shall be made in accordance with Article 3.2, above. This review does not constitute an approval of the construction schedule and shall not be used for the purposes of modifying the initially approved construction schedule.
- B. The Contractor shall submit the monthly progress report consisting of a written narrative and various construction schedule reports. This report will be reviewed in a meeting between the Contractor and Project Manager.
 1. The narrative report shall describe overall progress of the work, provide a critical path analysis, discuss significant problems with proposed corrective action, and show the status of major changes and any other changes in sequence of the Work.
 2. The construction schedule reports shall include tabular reports showing the status of resources for completed and in progress work items and for work items scheduled to start in the next thirty (30) days. The report shall include all the information outlined in paragraph 3.2.C.2, above.
 3. A bar chart format schedule shall be provided showing the Contractor's completion status (progress) on each work item along with plots described in paragraph 3.2.C.1, above.
 4. The physical progress curve shall be updated to show actual progress.

- C. **Weather Delays:** Impacts to the project schedule related to abnormal weather conditions will be based on General Conditions Section 1105.3.

3.6 RECORD CONSTRUCTION SCHEDULE

- A. After all contract work items are complete, the Contractor shall submit an Record Construction Schedule showing actual start and finish dates for all work items and milestones.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. No separate measurement shall be made for work under this Section.

4.2 PAYMENT

- A. No separate payment will be made for work under this Section. The cost of the work described in this Section shall be included in the Contract price.

END OF SECTION 01 32 13

- 1) AutoCAD files shall include any related x-ref files, plot files and pen settings.
- c. Other files pre-approved by the Project Manager.
3. Electronic file names: Each electronic document shall have a unique file name. File name convention shall be as follows unless otherwise agreed to by Project Manager: AAA-BBBBBB-CCC-RZ:
 - a. AAA = sequential submittal number starting at 001.
 - b. BBBBBB = specification section containing submittal requirements.
 - c. CCC = sequential specification submittal number starting at 001.
 - d. RZ = sequential revision number. RZ not required on initial submittals.
 - e. Example A: 005-012973-002”, five submittals have been logged overall with two submittals made to Division 01 Section “Schedule of Values”.
 - f. Example B: 009-012973-002-R3, nine submittals made overall and three revisions to submittal 012973-002.

2.3 INITIAL SUBMITTAL

- A. Each submittal document shall include a title block showing the following information:
 1. Date of submittal and revision dates.
 2. Contract title and number.
 3. The names of Contractor, subcontractor, supplier, manufacturer and when applicable, the seal and signature of an engineer registered in the State of Colorado, for the involved discipline.
 4. Identification of product by either: description, model number, style number or lot number.
 5. Subject identification by contract drawing or specification reference.
- B. On each submitted drawing, include a blank space on each sheet, three inches by four inches, in the lower right corner, just above the title block, in which the Project Manager may indicate the action taken.
- C. Make submissions sufficiently in advance so that the Project Manager review may be completed before any material procurement or Work represented by those submittals is scheduled to be performed.
- D. Allow a minimum cycle of ten (10) working days for review of each submittal by the City.
- E. The Contractor shall at the time of submission describe variations from the contract documents in writing, separate from the submittal document. If the Project Manager approves any such variations, an appropriate contract change order shall be issued except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued. If a submission contains variations and the variation column is not marked on the transmittal form, it will not be considered for review and acceptance. Along with marking the transmittal as a variation, a description must be included which outlines all the differences including maintenance and utility services along with any cost savings from an item not containing the variation.
- F. Changes in accepted submittal documents will not be permitted unless those changes have been accepted, in writing, by the City.

- B. Contractor's responsibility for errors and omissions in submittal documents and associated calculations is not relieved by the City's review, correction and acceptance of submittals.
- C. Contractor's liability to the City, in case of variations in the submittal document from the requirements of the contract documents, is not relieved by the City's review and acceptance of submittals containing variations unless the City expressly approves the deviation in writing, in which the City describes the variation.
- D. The Contractor shall maintain a file of all approved submittal documents at the worksite. The complete file of approved submittal documents shall be turned over to the City with the Record Documents at the end of the job.
- E. Schedule impact due to resubmittal requirements is the responsibility of the Contractor.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. No separate measurement shall be made for work under this Section.

4.2 PAYMENT

- A. No separate payment will be made for work under this Section. The cost of the work described in this Section shall be included in the Contract price.

END OF SECTION 01 32 19

- d. All original documents shall be directly converted from the original electronic format to PDF. Scanning of files shall only be allowed by the Project Manager when the original electronic information is not obtainable.
 - e. Failure to comply with these requirements will result in a return of file to the Contractor for immediate revision.
3. Electronic file names: Each electronic document shall have a unique file name. File name convention shall be as follows unless otherwise agreed to by Project Manager: AAA-BBBBBB-CCC-RZ.
- a. AAA = sequential submittal number starting at 001.
 - b. BBBBBB = specification section containing submittal requirements.
 - c. CCC = sequential specification submittal number starting at 001.
 - d. RZ = sequential revision number. RZ not required on initial submittals.
 - e. Example A: 005-012973-002”, five submittals have been logged overall with two submittals made to Division 01 Section “Schedule of Values”.
 - f. Example B: 009-012973-002-R3, nine submittals made overall and three revisions to submittal 012973-002.
- C. Quantities:
- 1. Post electronic submittals as PDF electronic files directly to the Project Manager, Contractors FTP site, a site specifically established for the Project, or in a digital delivery method agreed to by the Project Manager.
 - a. The Contractor should send an email for each submittal posted to all parties notifying them the submittal is available for review.
 - b. The Project Manager will send an email to the Contractor when the submittal review is complete.
 - 2. Contractor can submit electronic submittals via email as PDF electronic files if approved by the Project Manager.
 - 3. Samples: Submit four (4) samples of each item specified in the various specification sections, unless otherwise specified.
 - 4. Note: If manufacturer’s printed information is in color, all copies of submittals must be in color.
 - a. Printed information is only allowed when electronic copies are not possible.
- D. Review:
- 1. Submittal review comments by the Project Manager will be in electronic form and incorporated into the electronic submittal file.
 - 2. Comments from Project Manager will be formatted as described in Division 1 Section “Submittals”.
 - 3. Resubmittals of electronic documents shall modify the original electronic file with new information and include the Project Manager’s comments with appropriate responses and additional information.

1.4 CHANGES

- A. Changes in products for which shop or working drawings, product data or samples have been submitted will not be permitted unless those changes have been accepted and approved in writing by the City.

- c. Compatibility of the product with other products with which it is to perform or which will be next to it.
 - d. The products electrical, plumbing, control and HVAC requirements conform to contract documents and the necessary utilities are provided for in the contract documents.
- E. Certificates of compliance shall be submitted for all products. The certificates shall:
- 1. State that the product complies with the respective specification and contract drawing requirements.
 - 2. Be accompanied by a certified copy of test results pertaining to the product
 - 3. Show the submittals date, Contractor's name and address, contract title and number, product represented and its location in the contract, producer's name, product trade name and catalog number, place of product origin, test date, testing organization's name and address, quantity of the product to be furnished and related contract drawing and specification section numbers.
 - 4. Be signed by an officer or another authorized representative of the producer and notarized.
 - 5. Submit one electronic copy.
 - 6. Be received by the City not later than thirty (30) days before the acceptance is needed of the products for ordering.

2.3 SAMPLES

- A. Submit samples of sizes and quantities to clearly illustrate full color range and functional characteristics of products and materials including attachment devices.
- B. Erect field samples and mock ups at the worksite as specified in the several technical specifications sections and at locations acceptable to the Project Manager. All field samples shall be erected in a location that will be readily visible throughout the life of the contract to allow comparison of the work as it progresses to the field sample.
- C. The Contractor shall verify, through appropriate inspections and tests, that the samples submitted meet the specifications and shall provide inspection and test data with the samples. The review and comments on the sample shall not relieve the Contractor of his responsibility for completion of the contract.
- D. Show the following information:
 - 1. Contract title and number.
 - 2. Respective contract drawing numbers.
 - 3. Applicable technical specification section numbers.
 - 4. Applicable standards such as ASTM or Federal Specification number.
 - 5. Identification of deviations from the Contract drawings and specifications.
 - 6. Contractor's stamp, initialed or signed, certifying:
 - a. Dimensional compatibility of the product with the space in which it is intended to be used.
 - b. Review of submittals for compliance with contract requirements.
 - c. Compatibility of the product with other products with which it is to perform or which will be next to it.
 - 7. If multiple samples are submitted and the Project Manager is requested to make a choice, each sample shall have a unique identification number attached to it so the returned

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for construction safety precautions and programs by the Contractor and the basis for reviews by the Project Manager.
- B. Reference the General Conditions as listed:
 - 1. Article 801 "Safety of Persons".
 - 2. Article 802 "Protective Devices and Safety Precautions".
 - 3. Article 803 "Protection of Property and Work in Progress".

1.3 RESPONSIBILITY

- A. The General Conditions make it clear that all safety precautions during the construction process are the responsibility of the Contractor. The Contractor is responsible for the health and safety of his employees, agents, subcontractors and their employees, and other persons on the worksite; for the protection and preservation of the work and all materials and equipment to be incorporated therein; and for the worksite and the area surrounding the worksite. The Contractor shall take all necessary and reasonable precautions and actions to protect all such persons and property.
- B. This Section shall be interpreted in its broadest sense for the protection of persons and property by the Contractor and no action or omission by the Project Manager or his authorized representatives shall relieve the Contractor of any of its obligations and duties hereunder.

1.4 SUBMITTAL

- A. Refer to Division 01 Sections "Submittals" and "Shop and Working Drawings, Product Data, and Samples" for the process. A safety plan shall be submitted by the General Contract prior to commencing any work.

1.5 PROJECT MANAGER'S REVIEW

- A. The Contractor shall provide two (2) copies of its safety program to the Project Manager for review at least ten days before on-site construction begins. The Contractor's program must meet as a minimum all applicable federal, state and local government requirements.
 - 1. The Contractor must, as part of the Contractor's safety program, submit one electronic file in the form of a security-free, fully bookmarked PDF file compatible with Adobe Acrobat 8.0 or newer and one body hard copy of the following information for acceptance by the Project Manager prior to construction:
 - a. Name of the Contractor's site safety representative.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S SAFETY PLAN

- A. Provide a Contractor's Safety Program as described in Division 01 Section "Summary of Work".

PART 3 - EXECUTION

3.1 IMPLEMENT CONTRACTOR'S SAFETY PLAN

- A. Implement the approved Contractor's Operational Safety Plan as described in Part 1 of this section.

PART 4 - AND PAYMENT

4.1 MEASUREMENT

- A. No separate measurement shall be made for work under this Section.

4.2 PAYMENT

- A. No separate payment will be made for work under this Section. The cost of the work described in this Section shall be included in the Contract price.

END OF SECTION 01 35 23

Telephone 720-865-2833

- B. The Contractor is advised that the Denver Fire Department – Fire Prevention Bureau requires permitting for the following activities as they apply to the scope of work. The Contractor is responsible for obtaining the appropriate permits necessary to complete the work. All costs associated with this permitting and policy compliance shall be the responsibility of the Contractor. The policies all reference the International Fire Code (IFC).
1. Hot Work: “Hot work” shall be defined as the operation of any equipment or tool that creates sparks, hot slag, or radiant or convective heat as a result of the work. This includes, but is not limited to, welding, cutting, brazing, or soldering.
 2. Use and storage of compressed gas for both temporary storage and permanent facility installation. This includes, but is not limited to, flammable gas (excluding propane-LPG), oxidizer (including oxygen), and inert and/or simple asphyxiates.
 3. Tank installation, which includes above-ground storage tanks (AST) and underground storage tanks (UST) for both temporary tanks and permanent facility installations.
- C. In addition to the above permits, the Denver Fire Department may require other permits that are associated with the specific work in the Contract Documents. Policies provided by the Denver Fire Department are meant to provide basic information for the most common conditions and situations. In any given occupancy, many other International Fire Code (IFC) requirements may be enforced. These should be addressed with the Denver Fire Department before construction begins and during construction with premise inspection(s). Any questions can be addressed to the Fire Prevention Bureau between 6:30 A.M. and 9:00 A.M. Monday-Friday at 720-913-8242 or 720-913-8237.

1.6 THE DENVER OFFICE OF DISABILITY (ADA) COMPLIANCE

- A. For review and approval of all construction documents for compliance with the Denver ADA standards*:

City and County of Denver
Human Rights and Community Partnerships
Office of Disability Rights
201 West Colfax Avenue, Dept 1102
Denver, CO. 80202

*Note: Currently the 2010 ADA standards for accessible design and the Transportation Standards and Details for the Engineering Division, Denver Public Works Department, 7.0-7.8 are being used as reference documents to review all plan approval requests.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PERMITS AND CERTIFICATIONS

- A. The Contractor shall maintain records on site of all permits acquired by federal, state, and local agencies. Posting of permits shall conform to requirements of the respective agencies.

REGULATORY REQUIREMENTS

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section contains a list of definitions of words or phrases and grammatical or contextual conventions commonly used in these contract documents.

1.3 DEFINITIONS**A. Alphabetical Listing of Definitions**

1. **As Indicated:** Shown on the drawings by graphic indication, notes or schedules, or written in the specifications or elsewhere in the contract documents.
2. **As directed, as approved, or as requested:** Unless otherwise indicated, these terms imply “by the Project Manager” and require that an instruction be obtained by the Contractor from the Project Manager.
3. **Concealed:** Embedded in masonry, concrete or other construction; installed in furred spaces; within double partitions or hung ceilings; in trenches; in crawl spaces or in enclosures.
4. **Ensure:** To make certain in a way that eliminates the possibility of error.
5. **Exposed:** Not installed underground or “concealed” as defined above.
6. **Furnish or Provide:** To supply, install and connect complete and ready for safe and regular operation of particular work unless specifically otherwise noted.
7. **As Indicated, As Shown, or As Noted:** As depicted on drawings or specifications.
8. **Install:** To erect, mount and connect complete with related accessories.
9. **Or equal, or Approved Equal:** Refers to products which, in the opinion of the Project Manager, are similar in all respects to products specified by proprietary brand name.
 - a. Refer to Division 01 Section “Substitutions” for procedures for submittal of proposed substitutions.
10. **Rework:** To repair existing items or work required to be removed and replaced in order to accomplish the Work in accordance with the contract documents.
11. **Related Work:** Includes, but not necessarily limited to, mentioned work associated with, or affected by, the work specified.
12. **Reviewed, Satisfactory, Accepted, or Directed:** Assumes by or to the Project Manager.
13. **Similar, or Equal:** Same in materials, weight, size, design, construction, capacity, performance and efficiency of specified product.
14. **Supply:** To purchase, procure, acquire and deliver complete with related accessories.
15. **Unless Otherwise Indicated and Unless Otherwise Noted:** General note to perform work as indicated or shown on drawings or in specifications unless specifically directed otherwise elsewhere in the contract documents; may be abbreviated “U.O.N.”, “U.O.I.”, or “U.N.O.”

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. No separate measurement shall be made for work under this Section.

4.2 PAYMENT

A. No separate payment will be made for work under this Section.

END OF SECTION 01 42 16

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Properly carton, crate, cover, and protect materials, products and equipment for shipping, handling and storing. Use appropriate means for hoisting and loading which will prevent damage or overstress to items being handled or shipped. Store them under roof in controlled environment whenever feasible; otherwise store off the ground under suitable coverings properly secured against wind and weather. Protect all items from rain, snow, moisture, wind, cold, heat, frost, sun, staining, discoloration, deterioration and physical damage from any cause. Refer to individual sections for specific requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - MEASUREMENT AND PAYMENT (Not Used)

END OF SECTION 01 42 23

3.2 TESTING – GENERAL

- A. Tests: Made by testing laboratory approved by the Project Manager. Except as otherwise provided, sampling and testing of materials and laboratory methods and testing equipment shall be in accordance with latest standards and tentative methods of ASTM.
 - 1. Specific information concerning testing methods, sample sizes, etc., is included under applicable sections of Specifications.
 - 2. Any modification of, or elaboration on, these test procedures included for specific materials under their respective sections in Specifications shall take precedence over these procedures.

3.3 COST OF TESTING

- A. Unless indicated otherwise, additional testing required by the City's Agents shall be performed by the City's authorized agents, at the City's expense.
- B. Costs for testing shall be borne by the Contractor only if such tests indicate that work does not meet Contract Document requirements.
- C. Costs for re-testing of non-complying work shall be borne by the Contractor.

3.4 TEST REPORTS

- A. Test reports, whether performed for the City or the Contractor, shall be submitted to the Project Manager and Contractor as soon as results are available. Reports shall be clear, concise, comprehensive written forms containing required test results.
- B. Reports of tests made by testing laboratories shall be distributed by testing laboratory as follows:
 - 1. Two (2) Copies – Project Manager.
 - 2. One (1) Copy – Contractor.
 - 3. One (1) Copy – Applicable Supplier or Subcontractor.

3.5 MANUFACTURING AND FABRICATION INSPECTIONS

- A. The Project Manager may elect to perform additional inspections and/or tests at the place of the manufacturer, the shipping point, or at the destination to verify conformance to applicable specifications. Inspections and tests performed by the City shall not relieve the Contractor from the responsibility to meet the specifications, nor shall such inspections/tests be considered to be a guarantee for acceptance of materials that will be delivered at a later time.
- B. The Project Manager or his authorized representative may inspect at its source any material or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples for testing and further inspection.
- C. Should the Project Manager conduct plant inspections the following conditions shall exist:
 - 1. The Project Manager shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section identifies the Quality Control activities to be performed during all phases of the contract by the Contractor. Quality Control is defined as the process by which the Contractor ensures the project is constructed per the construction documents.
- B. The Contractor shall have in place his Quality Control Program as necessary to ensure that all materials and work are completed in compliance with contract documents. The Contractor is solely responsible for Quality Control. The City reserves the right to conduct additional tests or audits to verify compliance per Division 1 section "Quality Assurance".
- C. Test schedules and/or testing requirements for materials used on this project are included in the technical specifications. Laboratory and field testing identified in the technical specifications shall be conducted by an Independent Testing Agency (ITA) retained by the Contractor.

1.3 LEVEL OF CONTROL

- A. The intent of this section is to enable the Contractor to establish a necessary level of control that will:
 - 1. Adequately provide for the production of acceptable quality materials.
 - 2. Provide sufficient information to ensure both the Contractor and the Project Manager that the specification requirements are being met.
 - 3. Allow the Contractor as much latitude as possible to develop his or her own standards of control.

1.4 SUBMITTALS

- A. Refer to Division 01 Sections "Submittals" and "Shop and Working Drawings, Product Data, and Samples", for submittal requirements.
- B. Quality Control Plan: Within ten (10) days after Notice to Proceed, the Contractor shall submit a Quality Control Plan for review and acceptance. Acceptance by the Project Manager does not relieve the Contractor of compliance with the contract requirements. The Contractor Quality Control Plan shall address the following as a minimum:
 - 1. Provide a general description of Quality Control monitoring to be performed until final acceptance by the City. Include monitoring activities of Work and the worksite during times no construction activity is scheduled to take place.
 - 2. The Contractor shall designate an employee as the Quality Control Representative qualified to perform quality control monitoring of the Work. The designated individual shall have the authority to direct work changes required to bring the Work into

1.5 DOCUMENTATION

- A. The Contractor shall not change or alter approved submittals, procedures, specifications, drawings, or other pertinent documentation without the Project Manager's written authorization.
- B. All records and documents that are quality related shall be prepared, identified, and maintained by the Contractor and shall be made available to the City upon request. Records shall be protected from damage, deterioration or loss. A copy of the records and documents shall be maintained at the Work site at all times unless the Project Manager has approved other locations in writing. .
- C. The Contractor shall maintain records at the actual worksite and at Contractor's office to show the inspection status of materials and items installed in order to ensure that the required inspections and tests have been performed in a timely and correct manner.

1.6 INSPECTIONS AND TESTS

- A. Inspections, tests, and system shut down requests, conducted by persons or agencies other than the Contractor, shall not in any way relieve the Contractor of his responsibility and obligation to meet all specifications and the referenced standards. The Contractor's designated Quality Control Representative shall inspect the work and shall ensure the work complies with the contract requirements prior to any requests for inspection or testing.
- B. When the specifications, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require the Project Manager's surveillance of inspections or tests, the Contractor shall notify the Project Manager of the place, date and time forty eight (48)-hours prior to the inspection and/or test. The Contractor shall be responsible for notifying and requesting inspection by other agencies including but not limited to the Denver Building Inspection Division, Denver Fire Department, Denver Wastewater Management Division and Denver Water. Prior to request for other agency inspections, the Contractor shall meet and plan inspection times with the Project Manager and or his designated representative.
- C. Special inspections or tests may be required by the technical specifications, City, State and/or Federal Agencies in addition to those tests already performed. The Contractor shall notify the Project Manager at least forty eight (48)- hours in advance of the additional inspections or tests.

1.7 INSPECTION PLAN

- A. The Contractor shall utilize the following six-point inspection plan to ensure the conformance of the Work performed by the Contractor meets the requirements of the contract drawings and specifications, the referenced codes and standards and the approved submittals:
 - 1. Pre-work Coordination: Prior to the start of construction work, work under each separate specification section, where a change in a construction operation is contemplated by the Contractor, and a new subcontractor starting work, a coordination meeting will be held with the Contractor's superintendent, Quality Control, and Safety representative(s), and the ITA representative. Supervisory, Safety, and Quality Control representatives of all applicable subcontractors shall also attend. The Contractor's Quality Control Representative shall chair the meeting, and prepare and distribute minutes of Quality Control meetings. Meeting minutes shall be electronically distributed within twenty four (24) - hours of the meeting.

7. **Substantial Completion Inspection:** Prior to requesting a Substantial Completion Inspection by the City, all work and operational systems to be inspected shall be satisfactorily completed and tested by the Contractor.
 - a. The Contractor's written request for this inspection shall be made seventy two (72) - hours in advance.
 - b. With the request shall come a list of any known deficiencies and when they will be corrected.
 - c. If the list is too large or contains too many significant items, in the opinion of the Project Manager, no inspection will be held because of the incompleteness of the work.
8. The Contractor will schedule the Substantial Completion Inspection and will prepare a list of deficient items (punch list) discovered during the inspection.
 - a. If during the inspection the list becomes too large or too many significant items are on the list, the inspection will be canceled.
 - b. After the inspection is completed, the Deficiency List will be transmitted to the Project Manager identifying all deficient items.
9. **Final Acceptance Inspection:** After the Contractor has completed all items on the Deficiency List (generated from the Substantial Completion Inspection) he shall request a Final Acceptance Inspection. The request shall be made in writing at least seventy two (72) hours in advance of the inspection.
 - a. All areas must be cleaned and ready for turnover prior to this inspection. The Project Manager, the design consultant, a representative of the funding agency (if applicable) and other interested parties will inspect the subject Work to ensure that all deficiencies have been satisfactorily attended to and that no new deficiencies have appeared and that all systems are completely functional.
 - b. Any outstanding or additional deficient items will be noted and handled per the requirements of the Substantial Completion Inspection noted above until the Work is acceptable to the Project Manager.

1.8 SAMPLES

- A. The Contractor shall maintain at the worksite a copy of all samples submitted and accepted by the City. Samples shall be made available to the designer or the Project Manager's designated representatives for review and comparison in the field. The Project Manager prior to use on the project must accept all items and materials.
- B. The installed work will be compared to the samples and if any of the work is not of the same quality, material, finish, color, texture or appearance as the sample, that portion that is not the same will be considered defective and in nonconformance.
- C. Contractor selection of samples will only be considered if taken at random. The Contractor shall permit representatives of the City to witness the selection of samples. Inspection or tests of items or materials that fail shall be sufficient cause to terminate further inspections/tests of the same brand, make or source of that product.
- D. The Contractor is obligated to correct any item deemed deficient.

conformance to Contract Documents for materials, workmanship, construction, finish, functional performance and identification.

1. Control System: Establish for all construction except where Contract Documents provide for specific compliance tests by testing laboratories and engineers employed by the City.
 2. Control System: Specifically include all testing required by various sections of Specifications.
 3. Quality Control System: Means by which Contractor assures himself that construction complies with requirements of Contract Documents.
 - a. Controls: Adequate to cover all construction operations and keyed to proposed construction schedule.
- B. The Contractor shall be responsible for assuring compliance with the quality standards as indicated in the Contract Documents. In addition, the Contractor shall be responsible for:
1. Review of submittals prior to their being forwarded to the Project Manager for review. The Contractor shall mark submittals with comments and shall indicate the date and party conducting the Contractor's review of each submittal.
 2. Final inspection of the project prior to calling for the Project Manager to conduct a final inspection. The Contractor shall provide his inspection comments to the Project Manager prior to the scheduled final inspection.
 3. Verification of completion of punch-list items prior to calling for verification inspection by the Project Manager.
- C. Records: Maintain correct records on appropriate forms for all inspections and tests performed, instructions received from the Project Manager and actions taken as result of those instructions.
1. Records: Include evidence that required inspections or tests have been performed (including type and number of inspections or tests, nature of defects, causes for rejection, etc.) proposed or directed remedial action, and corrective action taken.
 2. Document inspections and tests as required by each section of Specifications.

3.3 MATERIAL AND WORKMANSHIP

- A. Unless otherwise specified, or indicated on the Drawings, material shall be new, of best quality, and without flaws, and delivered upon completion in an undamaged condition.
- B. Workmanship shall be the best of its respective kind. Labor shall be performed in a thorough workmanlike manner by qualified, efficient, and skilled mechanics, acceptable to the Project Manager, and other trades involved on the job requiring acceptable substrate for the performance of their work.

3.4 TESTING – GENERAL

- A. Testing Laboratory and/or Engineering services are required for quality control in portions of the work identified in other sections of these specifications.
- B. Tests required by these Specifications shall be performed in strict accordance with referenced testing methods, procedures, and conditions. Pertinent data shall be included in clear, comprehensive written forms according to the requirements of these Contract Documents.

3.7 NOTIFICATION

- A. The Contractor shall be responsible for notifying the Project Manager at least 3 working days prior to commencing work which is identified as requiring testing.
- B. The Contractor shall be responsible for scheduling and coordinating all required testing with the Project Manager and, when required by the City's Agents, the City's Independent Testing Agency.

3.8 TEST REPORTS

- A. Test reports, whether performed for the City or the Contractor, shall be submitted to the Project Manager and Contractor as soon as results are available. Reports shall be clear, concise, comprehensive written forms containing required test results.
- B. Reports of tests made by testing laboratories shall be distributed by testing laboratory as follows:
 - 1. Two (2) Copies – Project Manager.
 - 2. One (1) Copy – Contractor.
 - 3. One (1) Copy – Applicable Supplier or Subcontractor.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. No separate measurement shall be made for work under this Section.

4.2 PAYMENT

- A. No separate payment will be made for work under this Section. The cost of the work described in this Section shall be included in the Contract price. If the City is required to re-inspect work or conduct a special test because a previous inspection, requested by the Contractor, showed that the work was defective or not in conformance, the Manager or authorized representative may deduct from the contract value the cost of re-inspection at the rate of seventy-five dollars (\$75.00) per man-hour.

END OF SECTION 01 45 16

6. Bear all costs of temporary electric and water service permits, fees and deposits required by the governing authorities, and connection charges and temporary easements including installation, maintenance and removal of equipment.
- D. Telephone Service: The Contractor shall furnish, install and maintain at least two telephones in his main field office. These phones shall be manned at all times by the Contractor's personnel or by an answering machine.
 - E. Internet Service: The Contractor shall furnish, install and maintain at least one computer with email in his main field office. This computer should be able to access all email and FTP as part of project submittal process. Provide wireless internet access, secured by password, for use by the Project Manager and Consultant during the work of the Contract.
 - F. Water Service: The Contractor shall make all connections and extensions required and shall make use of water in direct support of the Work. The Contractor shall install an approved Water Department tap at the City's water source prior to obtaining any water. The Contractor shall arrange and pay for its supply/distribution system from the City's point of connection. The location and alignment of the Contractor's temporary supply/distribution system must be approved by the Project Manager prior to its installation. The Contractor shall leave in place all above ground and underground water distribution facilities unless otherwise directed by the Project Manager.
 1. The Contractor shall not use in place fire hydrants or standpipes as sources for construction water or potable water.
 - G. Fire Protection: Furnish, install and maintain temporary portable fire protection equipment throughout the construction period at all buildings (including the project site), maintenance shops, and fuel storage on all large construction equipment and at the location of any flammable materials or construction materials.
 - H. Sanitary Service: Furnish, install and maintain temporary sanitary facilities and services throughout the construction period.
 1. Ensure that separate or single user toilets shall be provided to ensure privacy between the sexes.
 2. Provide general washing facilities adequate for the number of employees.
 3. Provide special washing facilities adequate for the number of employees engaged in the application of paints, coating and other volatile or hazardous materials.

1.3 SUBMITTALS

- A. Refer to Division 01 Sections "Submittals" and "Shop and Working Drawings, Product Data, and Samples" for submittal procedures.
- B. Submit a shop drawing within five days of the Notice to Proceed that shows the following:
 1. Temporary facilities equipment and materials (include manufacturer's literature).
 2. Details and layout of temporary installations including fences, roads, utilities, parking, buildings, storage areas and drainage plans.
 3. Lighting plan showing temporary lighting facilities, electrical service panel location, electrical circuit diagram and anticipated light level on the working roadway, pathway or construction surface.

neat and orderly appearance and shall be structurally sound. Maintain service in a manner that will ensure continuous electrical service and safe working conditions.

3.2 TELEPHONE SERVICE

- A. Install temporary telephone service in a neat and orderly manner and make structurally and electrically sound to ensure continuous service. Modify, relocate and extend as work progress requires. Place conduit and cables where those products will not interfere with traffic, work areas, materials, handling equipment, storage areas and the work of other contractors. Service lines may be aerial.

3.3 INTERNET SERVICE

- A. Install temporary internet service and make structurally and electrically sound to ensure continuous service. Modify, relocate and extend as work progress requires. Place cables and equipment where those products will not interfere with traffic, work areas, materials, handling equipment, storage areas and the work of other contractors. Service lines may be aerial.
 - 1. Wireless Internet:
 - a. Provide wireless internet connection for the use by Project Manager and Consultants. Connection is to be Digital Subscriber Line (DSL) or faster to enable users to transmit images and/or drawings at an acceptable speed.
 - b. Wireless internet connection is to be secured by password. Password is to be made available to the Project Manager and Consultant for their use.

3.4 WATER SERVICE

- A. Install the systems in a neat and orderly manner. Make them structurally and mechanically sound. Provide continuous service. Modify, relocate and extend the systems as the work progresses.
- B. Locate systems where they will be convenient to work stations, sanitary facilities and first aid station but will not interfere with traffic, work areas, materials handling equipment, storage areas or the work of other contractors.
- C. Install vacuum breakers, backflow preventers and similar devices in a manner and location which will prevent temporary water from returning to the water mains.
- D. Do not incorporate any part of temporary water distribution system into the permanent water distribution system.

3.5 FIRE PROTECTION

- A. Install products in conformance with the requirements of the applicable Denver Fire Department and OSHA regulations.
 - 1. Provide functional fire extinguishers that are clearly identified for fire and an accessible supply of water during the period of construction. These fire extinguishers shall remain in place until permanent fire protection systems are functional.
 - 2. Furnish not less than one twenty (20) pound fire extinguisher, type 2A-20ABC within ten feet of cutting and welding operations.
 - 3. Provide twenty (20) pound fire extinguishers, type 2A-20ABC no further than one hundred feet (100') apart in buildings.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. No separate measurement shall be made for work under this Section.

4.2 PAYMENT

- A. No separate payment will be made for work under this Section. The cost of the work described in this Section shall be included in the Contract price.

END OF SECTION 01 50 00