

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



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

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Contract Documents**

**Contract Number: 202477114**

**2025 Citywide Chip Seal and Crack Seal**

**December 3, 2024**



## **NOTICE TO APPARENT LOW BIDDER**

**VANCE BROTHERS, LLC**  
**380 W 62nd Ave**  
**Denver, CO 80216**

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **January 9, 2025**, for work to be done and materials to be furnished in and for:

### **CONTRACT 202477114 - 2025 Citywide Chip Seal and Crack Seal**

as set forth in detail in the Contract Documents for the City and County of Denver, Colorado. It appears that your Bid is fair, equitable, and to the best interest of the City and County; therefore, said Bid is hereby accepted at the bid price contained herein, subject to the approval and execution of the Contract Documents by the City in accordance with the Charter of the City and County of Denver, and to your furnishing the items specified below. The award is based on the total bid items: **Thirteen (13) bid items (408-1 through 630-2)** the total estimated cost thereof being: **Four Million Three Hundred Fifty-Three Thousand Nine Hundred Forty-Five Dollars and No Cents (\$4,353,945.00).**

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

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

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

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

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



**NOTICE TO APPARENT LOW BIDDER**

CONTRACT NO. 202477114

Page 2

Dated at Denver, Colorado this 13th day of February 2025.

CITY AND COUNTY OF DENVER

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

City Engineer

Department of Transportation and Infrastructure

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

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

# **CITY AND COUNTY OF DENVER**

## **STATE OF COLORADO**



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

## **DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE**

### **Bid Form Package**

**Contract Number: 202477114**

**2025 Citywide Chip Seal and Crack Seal**

**December 3, 2024**



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

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

### BIDDER'S CHECKLIST

These forms comprise the Bid Form and Submittal Package. Please note that a copy of the executed Bid Bond is to be submitted via Rocky Mountain E-Purchasing ("BidNet") at the time of bid opening, and that the original Bid Bond must be sent and received within seven (7) calendar days after the bid due date.

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

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

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

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

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

For more information:

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

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

**BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT**

**CONTRACT NO. 202477114**

**2025 CITYWIDE CHIP SEAL AND CRACK SEAL**

**BIDDER:** Vance Brothers LLC  
(Legal Name per Colorado Secretary of State)

**ADDRESS:** 380 West 62nd Avenue  
Denver, CO 80216

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

**NAME:** Katie Miller **TITLE:** Contract Administrator

**EMAIL:** kmiller@vancebrothers.com **PHONE NUMBER:** (303) 341-2604

**AUTHORIZED ELECTRONIC SIGNATORY**

**NAME:** Chris Lee

**EMAIL:** clee@vancebrothers.com

The undersigned bidder states that the undersigned bidder has received and had an opportunity to fully and thoroughly examine a complete set of the Contract Documents for **Contract No. 202477114 - 2025 Citywide Chip Seal and Crack Seal**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated December 3, 2024.

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

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

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

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

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

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

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

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

**BIDDER:**

Name: Vance Brothers LLC

By: 

Title: Chris Lee, Vice President

**ATTEST:**

By: 

Drew Vance, Secretary

[SEAL]

Contract No. 202477114  
2025 Chip Seal

BF-5

VANCE BROTHERS, LLC  
CORPORATE SEAL  
MISSOURI  
December 3, 2024



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

**BID FORM**

**CONTRACT NO. 202477114**

**2025 CITYWIDE CHIP SEAL AND CRACK SEAL**

**BIDDER:** Vance Brothers LLC  
(Legal Name per Colorado Secretary of State)

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

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on **December 3, 2024**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 202477114 - 2025 Citywide Chip Seal and Crack Seal**, in Denver, Colorado, in full accordance with and conformity to the Plans, Technical Specifications, and Contract Documents hereto attached or by reference made a part hereof, at and for the following price(s) set forth on this Bid Form.

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

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

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

2025 Citywide Chip Seal and Crack Seal

120 days

Vance Brothers LLC: Berkley Insurance Company

Contract No. 202477114

Bid Item	Description	Qty	Units	Unit Cost	Total Cost	Unit Bid	Total Bid
408-1	Crack Seal	90	Ton	\$4,700.00	\$423,000.00	\$5,100.00	\$459,000.00
408-2	Mastic	20000	Pound	\$3.00	\$60,000.00	\$3.15	\$63,000.00
409-3	Cape Seal (CRS-2P)	515000	Square	\$6.50	\$3,347,500.00	\$6.65	\$3,424,750.00
409-4	Slurry Seal	3000	Square	\$5.00	\$15,000.00	\$4.65	\$13,950.00
626-1	Remobilization	1	Each	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
627-1	Pavement Marking Paint (Waterborne)	15	Gallon	\$200.00	\$3,000.00	\$210.00	\$3,150.00
627-2	Modified Epoxy Pavement Marking	15	Gallon	\$500.00	\$7,500.00	\$450.00	\$6,750.00
627-3	Methyl Methacrylate Pavement Marking	15	Gallon	\$1,050.00	\$15,750.00	\$625.00	\$9,375.00
627-4	Preformed Thermoplastic Pavement Marking (Word – Symbol)	245	Square	\$30.00	\$7,350.00	\$28.00	\$6,860.00
627-5	Preformed Thermoplastic Pavement Marking (X-Walk, Stop Line)	8000	Square	\$17.50	\$140,000.00	\$17.00	\$136,000.00
627-6	Pavement Tabs	1700	Each	\$3.25	\$5,525.00	\$3.00	\$5,100.00
630-1	Traffic Control Arterial Streets	15	Day	\$2,200.00	\$33,000.00	\$4,600.00	\$69,000.00
630-2	Traffic Control Collector/Local Streets	40	Day	\$3,400.00	\$136,000.00	\$3,650.00	\$146,000.00

Engineers Estimate of Base Bid Total: \$4,198,625.00

BID ITEMS TOTAL AMOUNT	\$4,343,935.00
TEXTURA FEE	\$10,010.00
	\$4,353,945.00

**Sum of estimated cost for item numbers 408-1 through 630-2 (Thirteen [13]) bid items and the Textura Fee equals Total Base Bid Amount:**

four million, three hundred fifty three thousand, nine hundred forty five dollars & no cents

**Dollars (\$ 4,353,945.00 )**

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

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

Enclosed with this bid is a bid guarantee, as defined in the attached Instructions to Bidders, in the amount of 5%. 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: Vance Brothers LLC Name: N/A

Address: 380 West 62nd Avenue Address: N/A  
Denver, CO 80216

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



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

Item of Work	Percent (%) of Total; Work	Proposed Subcontractor and Address
striping	3.0480%	FRC&B, Inc. 6122 Saddle Creek Trail, Unit 1930 Parker, CO 80134
trucking	3.8356%	Premier Grading & Hauling 5187 County Road 32 Mead, CO 80504
traffic control	4.1342%	American Sign 14883 E Hindsdale Ave #3 Englewood, CO 80112
crackseal	8.0617%	Coatings Inc. 5903 Lamar Street Arvada, CO 80003

(Copy this page if additional room is required.)



## DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)

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

**City & County of Denver Contract No.:** 202477114

List ALL (certified and non-certified) firms the undersigned will utilize on this project. If additional pages are required, please copy and attach the second page. This form must be updated and submitted to DSBO when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

Contractor/Consultant		
Name of Firm: Vance Brothers LLC		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Heath Russo		
Signature: <i>Heath Russo</i>		Date: 01/09/2025
Address: 380 West 62nd Avenue		
City: Denver	State: CO	Zip: 80216
Phone: (303) 341-2604	Email: hrusso@vancebrothers.com	
Total Contract Value \$: 4,353,945.00		Self-Performing Contract Value \$: 3,523,237.50

Subcontractors, Subconsultants, and/or Suppliers		
Name of Firm: FRC&B, Inc.		<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input checked="" type="checkbox"/> EBE (v)
Firm's Representative: Stacie Garrison		
Address: 6122 Saddle Creek Trail, Unit 1930		
City: Parker	State: CO	Zip: 80134
Phone: (303) 588-7920	Email: admin@frstriping.com	
Type of Service: striping	Contract Value \$: 132,707.50	
Anticipated Start Date: Aug 2025	Anticipated Completion Date: Sept 2025	

Name of Firm: American Sign		<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Rhonda Collins		
Address: 14883 E Hindsdale Ave Unit 3		
City: Englewood	State: CO	Zip: 80112
Phone: (303) 680-3909	Email: rhonda@americansgn.com	
Type of Service: traffic control	Contract Value \$: 180,000.00	
Anticipated Start Date: Aug 2025	Anticipated Completion Date: Sept 2025	

DSBO Version 4 Last Revised: August 9, 2022



Name of Firm: Premier Grading & Hauling LLC		<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Roberta Reid			
Address: 5187 County Road 32			
City: Mead	State: CO	Zip: 80504	
Phone: (406) 570-9319	Email: bobbi@premiergh.com		
Type of Service: trucking	Contract Value \$: 167,000.00		
Anticipated Start Date: July 2025	Anticipated Completion Date: Sept 2025		

Name of Firm: Coatings		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative: Cindy Martinez			
Address: 5903 Lamar Street			
City: Arvada	State: CO	Zip: 80003	
Phone: (303) 423-4303	Email: bookkeeper@coatingsinc.net		
Type of Service: crackseal	Contract Value \$: 351,000.00		
Anticipated Start Date: June 2025	Anticipated Completion Date: Aug 2025		

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

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

DSBO Version 4 Last Revised: August 9, 2022



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: 380 West 62nd Avenue

City, State, Zip Code: Denver, CO 80216

Telephone Number of Bidder: (303) 341-2604

Fax No. (303) 341-2036

Social Security or Federal Employer ID Number of Bidder: 44-0577983

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

2024 Citywide Chipseal & Crackseal

For information relative thereto, please refer to:

Name: Bryce Miller

Title: Staff Engineer

Address: 201 W Colfax Avenue Denver, CO 80202

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

Addenda Number 1 Date 12/31/2024

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

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

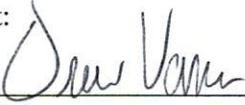
Dated this 9th day of January, 2025.

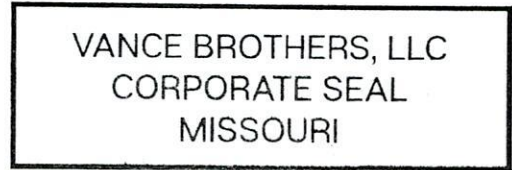
**Signature of Bidder:**

If an Individual: \_\_\_\_\_ doing business  
as \_\_\_\_\_.

If a Partnership: \_\_\_\_\_  
by: \_\_\_\_\_ General Partner.

If a Corporation: \_\_\_\_\_  
a Missouri \_\_\_\_\_ Corporation,  
by: \_\_\_\_\_, its President.  
Chris Lee, Vice President

Attest:   
Secretary Drew Vance, Secretary  
(Corporate Seal)



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

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

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

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

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

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

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

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

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

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

## COMMITMENT TO MWBE PARTICIPATION



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

*This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation requirement with City and County of Denver certified MWBE firms. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer will be held contractually responsible for the commitment.*

#### MWBE COMMITMENT:

☐ The City and County of Denver has specified a 11 % MWBE Participation goal of the total contract value +/- changes on this contract. The Bidder/Proposer is committing to a 11 % MWBE Participation requirement of the total contract value +/- changes on this contract.

#### GOOD FAITH EFFORT:

The Bidder/Proposer must make adequate and substantive good faith efforts to meet this goal to be deemed responsive by DSBO. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Bidder/Proposer shall provide documentation considered demonstrative of a "good faith" effort as per the categories outlined in Chapter 28 of the D.R.M.C.

The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language. Failure to comply is a material breach of the contract, which may result in the imposition of sanctions on the Contractor/Consultant, as deemed appropriate by DSBO.

**Bidder/Proposer (Name of Firm):** Vance Brothers LLC

**Firm's Representative:** Heath Russo

**Title:** Project Manager/Estimator

**Signature (Firm's Representative):** *Heath Russo*

**Date:** 01/09/2025

**Address:** 380 West 62nd Avenue

**City:** Denver

**State:** CO

**Zip:** 80216

**Phone:** (303) 341-2604

**Email:** hrusso@vancebrothers.com

DSBO Version 6 Last Revised: August 20, 2024





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

Project/Contract No.: 202477114

Project Name: 2025 Citywide Chip Seal &amp; Crack Seal

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

Bidder/Proposer (Name of Firm): Vance Brothers LLC

Self-Performing:

☐ Yes ☐ No

Firm's Representative: Heath Russo

Title: Project Manager/Estimator

Signature (Firm's Representative): *Heath Russo*

Date: 01/09/2025

Address: 380 West 62nd Avenue

City: Denver

State: CO

Zip: 80216

Phone: (303) 341-2604

Email: hrusso@vancebrothers.com

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

Name of Firm: American Sign

☒ MWBE(v) ☒ SBE(v)☐ EBE(v) ☐ DBE(v)

Firm's Representative: Rhonda Collins

Title: Owner

Signature: *Rhonda Collins*Date: *1-7-2025*

Address: 14883 E Hindsdale Ave #3

City: Englewood

State: CO

Zip: 80112

Phone: (303) 680-3909

Email: rhonda@americansgn.com

Scope of Work: traffic control

NAICS Code(s): 237310,561990,339950

**The Bidder/Proposer** intends to utilize the aforementioned MWBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the total MWBE, SBE, EBE or DBE bid amount is (**List total amount for Suppliers/Brokers**):

\$ 180,000.00

4.1342%

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

Name of Firm:

Firm's Representative:

Title:

Signature:

Date:

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

DSBO Version 3 Last Revised: April 29, 2024





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

Project/Contract No.: 202477114

Project Name: 2025 Citywide Chip Seal &amp; Crack Seal

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

Bidder/Proposer (Name of Firm): Vance Brothers LLC

Self-Performing:

☐ Yes ☐ No

Firm's Representative: Heath Russo

Title: Project Manager/Estimator

Signature (Firm's Representative): *Heath Russo*

Date: 01/09/2025

Address: 380 West 62nd Avenue

City: Denver

State: CO

Zip: 80216

Phone: (303) 341-2604

Email: hrusso@vancebrothers.com

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

Name of Firm: FRC&amp;B, Inc.

☒ MWBE(v) ☒ SBE(v)☒ EBE(v) ☐ DBE(v)

Firm's Representative: Stacie Garrison

Title: Secretary/Treasurer

Signature: *Stacie Garrison*

Date: 1/7/25

Address: 6122 Saddle Creek Trail, Unit 1930

City: Parker

State: CO

Zip: 80134

Phone: (303) 588-7920

Email: admin@frstriping.com

Scope of Work: striping

NAICS Code(s): 2377310

**The Bidder/Proposer** intends to utilize the aforementioned MWBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the total MWBE, SBE, EBE or DBE bid amount is (List total amount for Suppliers/Brokers):

\$ 132,707.50

3.0480%

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

Name of Firm:

Firm's Representative:

Title:

Signature:

Date:

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

DSBO Version 3 Last Revised: April 29, 2024





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

Project/Contract No.: 202477114

Project Name: 2025 Citywide Chip Seal &amp; Crack Seal

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

Bidder/Proposer (Name of Firm): Vance Brothers LLC

Self-Performing:

☐ Yes ☐ No

Firm's Representative: Heath Russo

Title: Project Manager/Estimator

Signature (Firm's Representative): *Heath Russo*

Date: 01/09/2025

Address: 380 West 62nd Avenue

City: Denver

State: CO

Zip: 80216

Phone: (303) 341-2604

Email: hrusso@vancebrothers.com

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

Name of Firm: Premier Grading &amp; Hauling LLC

☒ MWBE(v) ☐ SBE(v)☐ EBE(v) ☐ DBE(v)

Firm's Representative: Roberta Reid

Title: Owner

Signature: *RM*

Date: 1/7/2025

Address: 5187 County Road 32

City: Mead

State: CO

Zip: 80504

Phone: (406) 570-9319

Email: bobbi@premiergh.com

Scope of Work: trucking

NAICS Code(s): 484220

**The Bidder/Proposer** intends to utilize the aforementioned MWBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the total MWBE, SBE, EBE or DBE bid amount is (List total amount for Suppliers/Brokers):

\$ 167,000.00

3.8356%

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

Name of Firm:

Firm's Representative:

Title:

Signature:

Date:

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

DSBO Version 3 Last Revised: April 29, 2024

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

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

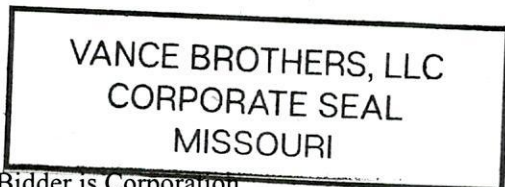
WHEREAS, the said Principal is herewith submitting its bid, dated January 09, 2025, for the construction of: **Contract No. 202477114 - 2025 Citywide Chip Seal and Crack Seal**, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado, and said Oblige has required as a condition for receiving said bid that the Principal deposit specified bid security in the amount of not less than five percent (5%) of the amount of said bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract, for such construction and furnish required Performance and Payment Bond if the contract is offered him that said sum be paid immediately to the Oblige as liquidated damages, and not as a penalty, for the Principal's failure to perform.

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

Signed, sealed and delivered this 9th day of January, 2025.

ATTEST

Drew Vance  
Secretary Drew Vance



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

Vance Brothers, LLC  
Principal

By: [Signature]

Title: Chris Lee, Vice President

Berkley Insurance Company  
Surety

By: [Signature]

Aaron P. Clark, Attorney-In-Fact

[SEAL]



**POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE**

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Robert F. Bobo; Timothy Kelly; Florence McClellan; Kristin Darling; Aaron P. Clark; Teresa D. Kelly; Craig C. Payne; or Laura Lee Kneitz of Lockton Companies, LLC of Houston, TX* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2<sup>nd</sup> day of May, 2024.



Attest:

By

*Philip S. Welt*

Philip S. Welt

Executive Vice President & Secretary

Berkley Insurance Company

By

*Jeffrey M. Hafter*

Jeffrey M. Hafter

Senior Vice President

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 2<sup>nd</sup> day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

**MARIA C. RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT**

**MY COMMISSION EXPIRES 04-30-2029**

*Maria C. Rundbaken*

Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 9<sup>th</sup> day of January, 2025.



*Vincent P. Forte*  
Vincent P. Forte

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



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

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Bid Documents Package**

**Contract Number: 202477114**

**2025 Citywide Chip Seal and Crack Seal**

**December 3, 2024**

CITY AND COUNTY OF DENVER  
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

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**CITY AND COUNTY OF DENVER**

**NOTICE OF INVITATION FOR BIDS  
FOR CONTRACT NO. 202477114**

**2025 CITYWIDE CHIP SEAL AND CRACK SEAL**

**BID SCHEDULE:  
2:00 p.m., Local Time  
January 9, 2025**

Bids will be received and accepted via the online electronic bid service, Rocky Mountain E-Purchasing (“BidNet”). Bids must be submitted via [BidNet](#) no later than **January 9, 2025 at 2:00 p.m.** Prospective bidders must be on the plan holders list on BidNet for bids to be accepted. To access the electronic bid form, download the required documents from BidNet and complete the Unit Item Pricing in the Documents & Items section of the solicitation. All properly uploaded bids will then be opened, witnessed and read aloud.

**GENERAL STATEMENT OF WORK:**

Work will primarily consist of applying crack seal and cape seal to pavement. Initially, cracks in the pavement will be sealed. Next, a cape seal will be applied, which is a twostep process that consists of a chip seal followed by a slurry seal. Work will also include traffic control, pavement marking, and hauling of materials to the job site. Historically there have been two contractors that bid on this project. This is specialized work that is not performed by many companies and the materials used are supplied by a limited number of suppliers. The goal has previously been achieved with pavement marking and traffic control.

**ESTIMATED CONSTRUCTION COST:**

The estimated cost of construction for this project is between \$1,500,000.00 and \$1,900,000.00.

**DOCUMENTS AND BID INFORMATION AVAILABLE:**

Contract Documents complete with Technical Specifications and, if applicable, construction drawings will be available on the first day of publication at: [Do Business with DOTI](#). To download digital Contract Documents, please visit [www.bidnetdirect.com/colorado/cityandcountyofdenverdotti](http://www.bidnetdirect.com/colorado/cityandcountyofdenverdotti) and reference Solicitation No. **202477114**. Contact BidNet at 800-835-4603, select option 2 for assistance.

**PRE-BID MEETING:**

A **virtual pre-bid meeting** will be held for this Project at **1:00 p.m.**, local time, on **December 11, 2024**. The teleconference call-in number and conference ID can be found on the project page at [Do Business with DOTI](#).

**DEADLINE TO SUBMIT QUESTIONS: December 18, 2024 by 10:00 a.m.** local time.

**PREQUALIFICATION REQUIREMENTS:**

Each bidder must be prequalified in category **1F(4) ASPHALT PAVEMENT REHABILITATION** at or above the **\$3,000,000.00** monetary level in accordance with the City’s Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the response due date. Applications must be submitted via [B2Gnow](#). To view the Rules and information on how to apply, please visit our website at [www.denvergov.org/prequalification](http://www.denvergov.org/prequalification).

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

Article III, of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) grants authority to the Division of Small Business Opportunity (DSBO) to establish participation requirements under the Minority and Women-Owned

Business Enterprise (MWBE) Program as related to expenditures and related contracts by and through the City and County of Denver. The participation requirement for this project is:

**11% Minority and Women-Owned Business Enterprise (MWBE) Participation**

The requirement must be met with certified firms, §§ 28-62, 28-66, D.R.M.C., or through the demonstration of a sufficient good faith effort. §§ 28-60, 28-64, D.R.M.C.

**MISCELLANEOUS:**

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

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

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

Publication Dates: December 3, 4, 5, 2024

Published In: The Daily Journal



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

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

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

### **IB-2 BIDDING**

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

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

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

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

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

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

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

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

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



**IB-5 UNACCEPTABLE BIDS**

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

**IB-6 INFORMAL AND UNBALANCED BIDS**

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

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

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

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

**IB-7 ONLY ONE BID ACCEPTED**

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

**IB-8 BID GUARANTEE**

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

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

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

**IB-9 SITE INSPECTION AND INVESTIGATIONS**

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

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

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

**IB-10 INCONSISTENCIES**

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

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

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

**IB-11 WITHDRAWAL OF BID**

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

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

**IB-12 WEBSITE**

It shall be conclusively presumed that the bidder has, before submitting any bid, read and shall take full responsibility for all addenda, posted decisions, and other information relevant to the bid posted by the City on the [Do Business with DOTI](#) website.

**IB-13 PRE-BID MEETING**

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

**IB-14 ADDENDA**

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

**IB-15 VIRTUAL BID OPENING**

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

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

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

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

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

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

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

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

In accordance with the terms and conditions contained in the Bid Form and Submittal Package and any additional requirements set forth in the Notice to Apparent Low Bidder or elsewhere in the Contract Documents, the Apparent Low Bidder shall execute the Contract Form contained in the Contract Documents made available by the City for execution in the appropriate number of counterparts. The Apparent Low Bidder shall return the fully executed Contract Document sets, along with any supplemental documents required herein, to the City and shall comply with all other conditions, precedent to Contract

execution within five (5) days of the date of issuance of the Notice to Apparent Low Bidder by the City. Failure to comply with each of these requirements within five (5) days of the date of issuance of the Notice to Apparent Low Bidder by the City shall render the bid nonresponsive and may constitute cause for rejection.

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

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

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

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

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

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

#### **IB-20 INSURANCE REQUIREMENTS**

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

subcontractor. In either case, the Contractor shall insure that each subcontractor complies with all of the coverage requirements.

**IB-21 PERMITS AND LICENSES**

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

**IB-22 RESERVED****IB-23 PAYMENT OF CITY MINIMUM WAGE**

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

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

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

**IB-24 TAX REQUIREMENTS**

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

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

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

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

**IB-25 RESERVED**

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

The Division of Small Business Opportunity (DSBO) has designated a Minority and Women-Owned Business Enterprise (MWBE) requirement for this project, bid requirements for which are set forth below. This procurement and resulting contract are governed by Article III, of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) (the “DSBO Ordinance”) and accompanying rules and regulations (collectively, the “MWBE Program”). Throughout the life of the contract, the awarded contractor/consultant (the “Contractor/Consultant”) will be required to comply with the MWBE Program. Failure by the Contractor/Consultant to comply therewith during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor/Consultant, as deemed appropriate by DSBO.

The City and County of Denver’s (“City”) Minority and Women-Owned Business Enterprise (MWBE) policy is to ensure nondiscrimination in the award and administration of the City’s construction contracts, professional services contracts, and in the procurement of common goods and services. The awarded contractor/consultant (the “Contractor/Consultant”) shall comply with and implement requirements of Article III, of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) (the “DSBO Ordinance”) and accompanying rules and regulations (collectively, the “MWBE Program”) in the award and administration of Subcontracts under any agreement resulting from this solicitation (“the Contract”). The Contractor/Consultant shall not discriminate on the basis of race, color, religion, national origin, sex, age, or disability in the administration and performance of the Contract. The Contractor/Consultant shall carry out MWBE Program requirements in the award and administration of its contracts as well as the flow down provisions of this MWBE Contract requirements to be incorporated in all MWBE subcontract agreements regardless of tier. It is the City’s intention to create a level playing field on which MWBEs can compete fairly for City-funded contracts. Failure by the Contractor/Consultant to comply with or implement these requirements may be a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate. These legal remedies may include but are not limited to: withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor/Consultant from future bidding. The City’s commitment to the MWBE Program is not intended to and shall not be used as a justification to discriminate against any qualified company or group of companies.

**City’s Equity, Diversity, & Inclusion Values**

The City is committed to advancing its vision of equity, diversity, inclusion, and sustainability through growing the capacity of historically underutilized businesses, which include MWBE firms, providing significant contracting opportunities, and ensuring they benefit from said contracts.

**Counting MWBE Participation**

For a firm’s performance to count toward meeting the MWBE requirement, they must be MWBE certified by the City on or before execution of Contractor/Consultant’s agreement with the MWBE firm and must be certified in the NAICS code(s) that coincide with the scope(s) of work that they will be performing. In instances of an MWBE Prime Contractor/Consultant, the MWBE Prime must be certified prior to executing their agreement with the City. DSBO maintains a MWBE Directory (“Directory”), which is a current listing of City-certified MWBEs and may be accessed via the DSBO website at <https://www.denvergov.org/dsbo>. Bidders are encouraged to use the Directory to assist in identifying MWBEs for the work and supplies required for the project. Bidders are reminded that changes may be made to the Directory at any time. MWBE certification or listing in the Directory is not a representation or warranty by the City regarding the qualifications of any listed MWBE. During performance, accounting of MWBE participation will be maintained for all purchase orders, task orders, and work orders, which participation will collectively be applied to the contract’s overall MWBE participation attainment.

In utilizing the participation of an MWBE supplier, the degree to which their participation counts towards satisfaction of the MWBE requirement varies. If materials or supplies are obtained from a MWBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies counts toward the requirement. Sixty percent (60%) of the value of the commercially useful function performed by MWBE regular dealers counts toward satisfaction of the requirement. Only the bona fide commissions earned by manufacturer representatives or brokers for their performance of a commercially useful function counts toward meeting the requirement. Therefore, Bidder must separate bona fide brokerage commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the requirement.

Should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the MWBE requirement percentage level submitted at time of bid opening, on the base bid, will also apply to the selected alternates and must be maintained through the remaining term of the contract on the total contract amount, including any alternate work. Therefore, bidders are urged to consider participation in preparing bids for designated alternates.

### **MWBE Responsiveness Requirements**

Award of this project will be determined, in part, on Bidder's commitment to strengthen the small, minority, and women-owned business community. Said commitment is shown through adherence to and thoughtful completion of the below-listed DSBO bid requirements, which are all conditions of responsiveness. Failure to submit a responsive bid constitutes cause for rejection thereof.

#### **1. Non-Competition**

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

#### **2. Joint Ventures**

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

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

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

#### **3. Commitment to MWBE Participation**

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

In determining whether a bidder's committed level of participation meets the stated MWBE requirement, DSBO shall base its calculation of applicable dollar amounts and percentages on the total

base bid amount. If a bid contains alternates, participation contained in any alternate will not count towards satisfaction of the requirement at time of bid opening.

**4. Letter of Intent**

Bidder shall include with their bid completed DSBO form(s), entitled “Letter of Intent” (LOI). The LOI evidences Bidder’s understanding that they will enter into a contractual relationship with the listed MWBE firm or that Bidder’s subcontractor(s), subconsultant(s), and/or supplier(s) will do so. A separate LOI is required for each MWBE subcontractor, subconsultant, and/or supplier at all tiers. **Additionally, an MWBE Prime Bidder must submit a LOI for itself for self-performed work.** The collective LOI amounts must be consistent with the total committed MWBE participation percent stated on the Commitment to MWBE Participation form.

**5. List of Proposed Subcontractors, Subconsultants, and/or Suppliers**

Bidder shall include with their bid a completed DSBO form, entitled “List of Proposed Subcontractors, Subconsultants, and/or Suppliers,” which is a comprehensive list of all firms (MWBE and non-MWBE) with whom Bidder will contract for this project, at all tiers. Each MWBE firm’s “contract value” listed on this form must be consistent with the amount listed on that firm’s corresponding LOI.

**6. Accurate, Complete, Consistent, and Executed**

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

**7. Good Faith Effort**

If Bidder cannot meet the MWBE requirement established by DSBO or is able to only meet part of the requirement, they shall furnish to DSBO, with their bid, a comprehensive statement of their good faith efforts to meet the requirement, along with supporting documentation demonstrative thereof. This means that Bidder must show that they took all necessary and reasonable steps to achieve the MWBE requirement which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MWBE participation, even if they were not fully successful.

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

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

**8. Authority**

The DSBO Ordinance and rules and regulations promulgated pursuant thereto apply to this project and are incorporated into these solicitation documents by reference. Compliance with those, and any additional requirement contained herein, are conditions of responsiveness. The DSBO Ordinance, its accompanying rules and regulations, and additional MWBE guidance are available here:



[www.denvergov.org/DSBO](http://www.denvergov.org/DSBO). Bidder is encouraged to contact the procuring agency/Buyer with specific questions related to compliance therewith, who will coordinate with DSBO to reply to Bidder's questions.

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

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

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

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

#### **IB-29 PAYMENT PROCEDURE REQUIREMENTS**

##### **Textura® Construction Payment Management System ("Textura")**

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

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## RULES AND REGULATIONS REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

### RULE I DEFINITIONS

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

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**RULE II**  
**NOTICE OF HEARING**

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

**RULE III**  
**HEARING**

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

**REGULATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

All amendments to the appendices shall be included by reference.

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

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

1. **APPENDIX E:**

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

2. **APPENDIX F:**

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

Revised: 04/12/91

EEO-5

## APPENDIX A

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

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

Revised: 09/28/90

EEO-A1

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

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

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

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

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

Revised: 10/02/90

EEO-A2

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

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

**NOTICE**

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

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

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

Revised: 10/19/93

EEO-F1



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

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

1. **GOALS AND TIMETABLES:**

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

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

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

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

Revised: 10/02/90

EEO-F2

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

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

2. **SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

Revised: 11/12/82

EEO-F3

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

Revised: 10/19/93

EEO-F4

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

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

Revised: 10/19/93

EEO-F5

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

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

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

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

Revised: 10/19/93

EEO-F6



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

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

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

Revised: 09/26/90

EEO-F7

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

B. **Obligations Applicable to Contractors:**

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

Revised: 10/19/93

EEO-F8

C. **General Requirements**

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

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

Revised: 04/12/91

EEO-F9

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

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

Revised: 04/12/91

EEO-F10

**CITY AND COUNTY OF DENVER  
CONTRACT NO. 202477114**

**2025 CITYWIDE CHIP SEAL AND CRACK SEAL**

**CONTRACT**

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

**VANCE BROTHERS, LLC  
380 W 62nd Ave  
Denver, CO, 80216**

**WITNESSETH**, commencing on **December 3, 2024**, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

**CONTRACT NO. 202477114**

**2025 CITYWIDE CHIP SEAL AND CRACK SEAL**

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

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

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

**1. CONTRACT DOCUMENTS**

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

*Advertisement of Notice of Invitation for Bids*

*Instructions to Bidders*

*Commitment to MWBE Participation*

*Letters(s) of Intent*

*IA - List of Proposed Subcontractors, Subconsultants, and/or Suppliers*

*Article III, Divisions 1, 2, and 3 of Chapter 28, D.R.M.C.*

*Bid Bond*

*Addenda (as applicable)*

*Equal Employment Opportunity Provisions (Appendix A and Appendix F)*



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

**2. SCOPE OF WORK**

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

**3. TERMS OF PERFORMANCE**

The Contractor agrees to undertake the performance of the Work under this Contract within ten (10) days after being notified to commence work by issuance of a Notice to Proceed in substantially the form contained herein from the Manager and agrees to fully complete said Work within **120 (One Hundred Twenty)** consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

**4. TERMS OF PAYMENT**

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for **bid item numbers 408-1 through 630-2 (Thirteen [13] total bid items)** and the Textura Fee, the total estimated cost thereof being **Four Million Three Hundred Fifty Three Thousand Nine Hundred Forty Five Dollars and No Cents (\$4,353,945.00)**. Adjustments to said Contract Amount and payment of amounts due hereunder shall be made in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

**5. NO DISCRIMINATION IN EMPLOYMENT**

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

**6. COMPLIANCE WITH MWBE REQUIREMENTS**

This Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.) referred to in this Contract as the "MWBE Ordinance" any

corresponding Rules and Regulations, and any additional requirements contained herein. Without limiting the general applicability of the foregoing, the Contractor/Consultant acknowledges its continuing duty, pursuant to the D.R.M.C., to maintain throughout the duration of this Contract, and compliance with the MWBE commitment of **11.02%**, upon which the City approved the award of this Contract to the Contractor/Consultant. The Contractor/Consultant further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the MWBE Ordinance, any corresponding Rules and Regulations, and any additional requirements contained herein, shall subject the Contractor/Consultant to sanctions in accordance with Section 28-76 of the D.R.M.C. Nothing contained in this provision or in the MWBE Ordinance shall negate the City's right to prior approval of subcontractors, or substitutes therefore, under this Contract.

**7. COMPLIANCE WITH DENVER WAGE LAWS**

To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**8. APPLICABILITY OF LAWS**

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

**9. APPROPRIATION**

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

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

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

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

**10. RESERVED**

**11. ASSIGNMENT**

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

**12. DISPUTES RESOLUTION PROCESS**

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

**13. CONTRACT BINDING**

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

**14. PARAGRAPH HEADINGS**

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

**15. SEVERABILITY**

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

**16. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**

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

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

**Contract Control Number:**  
**Contractor Name:**

DOTI-202477114-00  
VANCE BROTHERS, 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: \_\_\_\_\_

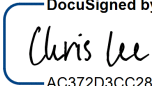
**APPROVED AS TO FORM:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_

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

**Contract Control Number:**  
**Contractor Name:**

DOTI-202477114-00  
VANCE BROTHERS, LLC

DocuSigned by:  
  
AC372D3CC28A459...

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

Chris Lee

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

Vice President

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

ATTEST: [if required]

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

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

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

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## CITY AND COUNTY OF DENVER

### SPECIAL CONTRACT CONDITIONS

#### SC-1 CONSTRUCTION SPECIFICATIONS

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

City and County of Denver:

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

*Transportation Standards and Details for the Engineering Division*

*City and County of Denver Traffic Standard Drawings*

*Wastewater Capital Projects Management*

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

Colorado Department of Transportation:

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

Federal Highway Administration:

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

Building & Fire Codes:

*Building Code of the City and County of Denver*

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

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

*National Fire Protection Association Standards*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SC-6 CITY DELEGATION OF AUTHORITY**

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



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

**Department of Transportation and Infrastructure:**

Project Manager  
Bryce Miller

Telephone  
720-591-1074

**SC-7 PREVAILING WAGE REQUIREMENTS**

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

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

Date bid or request for qualifications/proposals was advertised **December 3, 2024.**

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

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

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

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

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

**SC-8 LIQUIDATED DAMAGES**

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

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

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

#### **SC-9 SUBCONTRACTS**

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

#### **SC-10 PAYMENTS TO CONTRACTORS**

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

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Department of Transportation and Infrastructure	Bryce Miller	720-591-1074

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

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

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

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

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

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**SC-11 CONTRACT FORMS**

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

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

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

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

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

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

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

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

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., bidders will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site ("DADS") for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal, but the bidder shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances

and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-101(6), as amended from time to time, and includes construction debris, soil and asbestos. Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

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

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

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

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

#### **SC-16 ATTORNEY'S FEES**

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

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

#### **SC-17 INSURANCE**

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

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

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



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

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

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

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

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

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

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

**(9) Additional Provisions:**

(a) For claims-made coverage:

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

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

## **SC-18 GREENPRINT DENVER REQUIREMENTS**

In accordance with the City and County of Denver Executive Order 123: Greenprint Denver Office and Sustainability Policy, as amended, Contractor shall adhere to sections of Executive Order 123 pertinent to the construction of the built environment. This includes but is not limited to: all construction and renovation of buildings shall follow instructions and memorandum for high performance buildings; horizontal projects shall include the use of fly ash concrete and recycled aggregate where possible; and, all projects shall recycle construction and demolition waste, and install materials that contain recycled content whenever

possible using the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) as guidance. Non-hazardous solid waste that is eligible for reuse or recycling is not subject to the DADS disposal requirement defined in SC-13. A completed [Greenprint Denver Closeout Form for Construction Projects](#) shall be delivered to the Project Manager as a submittal requirement of Final Acceptance.

#### **SC-19 RESERVED**

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

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

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

#### **SC-21 CONSTRUCTION SURVEYS**

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

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

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

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

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

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

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

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

**SC-25 DISPUTES**

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

**1301 DISPUTES**

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

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

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

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

Bond No. 0265922

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

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Vance Brothers, LLC

a corporation organized and existing under and by virtue of the laws of the State of Missouri,  
hereafter referred to as the "Contractor", and Berkley Insurance Company

a corporation organized and existing under and by virtue of the laws of the State of Delaware,

and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of Four Million Three Hundred Fifty Three Thousand Nine Hundred Forty Five and 00/100

Dollars (\$4,353,945.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **Contract No. 202477114 - 2025 Citywide Chip Seal and Crack Seal**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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



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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 7th day of March, 20 25.

Attest:

Drew Vance  
Secretary Drew Vance, Secretary

Vance Brothers, LLC

**Contractor**

By: Chris Lee  
~~President~~ Chris Lee, Vice President

Berkley Insurance Company

**Surety**

By: A.P. Clark  
**Attorney-In-Fact** Aaron P. Clark

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



UNCOMMONLY INDEPENDENT

Aaron P. Clark  
Telephone No.: 713-458-5407  
Fax No.: 713-430-5407  
E-Mail: [aclark@lockton.com](mailto:aclark@lockton.com)

March 7, 2025

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

**RE: Performance & Payment Bond Surety Authorization**

Contract No.: **202477114**  
Project Name: **2025 Citywide Chip Seal and Crack Seal**  
Contract Amount: **\$4,353,945.00**  
Performance & Payment Bond No.: **0265922**  
Principal/Contractor: **Vance Brothers, LLC**

Dear Assistant City Attorney:

Performance & Payment Bond No. 0265922 covering the above captioned project was executed by this agency, through Berkley Insurance Company on March 07, 2025.

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

Should you require further information regarding this company, please feel free to contact me at (713) 458-5407.

Sincerely,

Aaron P. Clark  
Attorney-In-Fact of Berkley Insurance Company  
Vice President | Lockton Companies | Surety





POWER OF ATTORNEY  
**BERKLEY INSURANCE COMPANY**  
 WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Robert F. Bobo; Timothy Kelly; Florence McClellan; Kristin Darling; Aaron P. Clark; Teresa D. Kelly; Craig C. Payne; or Laura Lee Kneitz of Lockton Companies, LLC of Houston, TX** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2<sup>nd</sup> day of May, 2024.



Attest:

By

Philip S. Welt

Executive Vice President &amp; Secretary

Berkley Insurance Company

By

Jeffrey M. Hafler

Senior Vice President

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 2<sup>nd</sup> day of May, 2024, by Philip S. Welt and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

**MARIA C. RUNDBAKEN**  
 NOTARY PUBLIC  
 CONNECTICUT

MY COMMISSION EXPIRES 04-30-2029

*Maria C. Rundbaken*  
 Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



Given under my hand and seal of the Company, this 7<sup>th</sup> day of March, 2025.

*Vincent P. Forte*  
 Vincent P. Forte





# CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY)

1/6/2025

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

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

<b>PRODUCER</b> LOCKTON COMPANIES, LLC 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-720-5563	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B : The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Missouri Employers Mutual Insurance Company</td> <td>10191</td> </tr> <tr> <td>INSURER E : Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Charter Oak Fire Insurance Company	25615	INSURER B : The Travelers Indemnity Company	25658	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D : Missouri Employers Mutual Insurance Company	10191	INSURER E : Argonaut Insurance Company	19801	INSURER F :	
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INSURER E : Argonaut Insurance Company	19801														
INSURER F :															
<b>INSURED</b> 1551752 Vance Brothers, LLC 5201 Brighton Ave. Kansas City MO 64130															

**COVERAGES** **CERTIFICATE NUMBER:** 21276873 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	DT-CO-5470B155-COF-25	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	N	810-9M352747-25-26	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	CUP-A6479698-25-26	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MEG3019980-01 WC-92-918-882617	1/1/2025 1/1/2025	1/1/2026 1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: Bid 2025 Citywide Chip Seal & Crackseal 202477114. The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are Additional Insured as respects the General, Auto and Umbrella Liability policies.

## CERTIFICATE HOLDER

**21276873**  
 City & County of Denver  
 201 W Colfax Ave, Dept 614  
 Denver CO 80202

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## NOTICE TO APPARENT LOW BIDDER (SAMPLE)

**Name**  
**Address**  
**City, State Zip**

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **January 9, 2024**, for work to be done and materials to be furnished in and for:

### **CONTRACT 202477114 - 2025 Citywide Chip Seal and Crack Seal**

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

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

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

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

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

**NOTICE TO APPARENT LOW BIDDER**

CONTRACT NO. 202477114

Page 2

Dated at Denver, Colorado this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

CITY AND COUNTY OF DENVER

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

SAMPLE

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



## NOTICE TO PROCEED (SAMPLE)

Current Date

Name

Company

Street

City/State/Zip

### **CONTRACT NO. 202477114 - 2025 Citywide Chip Seal and Crack Seal**

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 202477114, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of 120 calendar days, the project must be complete on or before \_\_\_\_\_.

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

Sincerely,

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

cc:

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



**CERTIFICATE OF CONTRACT RELEASE (SAMPLE)**  
**202477114 - 2025 Citywide Chip Seal and Crack Seal**

Current Date  
Name  
Street Address  
City, State, Zip

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

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

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

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date Signed

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

Sincerely,

Contract Administration

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



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

(PROJECT NO. and NAME)

(NAME OF OWNER)

(NAME OF PRIME CONTRACTOR)

Date: \_\_\_\_\_, 20\_\_.

Contract #: \_\_\_\_\_.

Contract Value: \$ \_\_\_\_\_.

Current Progress Payment: \$ \_\_\_\_\_.

Date: \_\_\_\_\_.

Total Paid to Date: \$ \_\_\_\_\_.

Date of Last Work: \_\_\_\_\_.

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

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

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

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

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

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

(Name of Contractor)

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

Title: \_\_\_\_\_

# **CITY AND COUNTY OF DENVER**

## **STATE OF COLORADO**



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

## **DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE**

### **Prevailing Wage Rates**

**Contract Number: 202477114**

**2025 Citywide Chip Seal and Crack Seal**

**December 3, 2024**



**TIMOTHY M. O'BRIEN, CPA**  
AUDITOR

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

# City and County of Denver

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator  
**DATE:** August 6, 2024  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Tuesday, August 6, 2024**, and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO 20240009  
Superseded General Decision No. CO 20230009  
Modification No. 3  
Publication Date: 8/2/2024  
(9 pages)

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

Attachments as listed above.

**In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21<sup>st</sup>, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage. Contractors will also have to comply with the established Minimum Wage of \$18.29 for all apprentice classifications as base rate. Fringes will be added in to the base rate amount.**

"General Decision Number: CO20240009 08/02/2024

Superseded General Decision Number: CO20230009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

# HIGHWAY CONSTRUCTION PROJECTS

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

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

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If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$18.29 per hour (or
	the applicable wage rate
	listed on this wage
	determination, if it is
	higher) for all hours

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

Modification Number	Publication Date
0	01/05/2024
1	05/31/2024
2	07/05/2024
3	08/02/2024

CARP9901-008 05/01/2024

	Rates	Fringes
CARPENTER (Form Work Only) .....	\$ 33.11	12.17
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ELEC0068-016 03/01/2011

	Rates	Fringes
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1 .....	\$ 26.42	4.75%+8.68
Zone 2 .....	\$ 29.42	4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:  
Colorado Springs - Nevada & Bijou  
Denver - Ellsworth Avenue & Broadway  
Ft. Collins - Prospect & College  
Grand Junction - 12th & North Avenue  
Pueblo - I-25 & Highway 50  
All work outside of these areas shall be paid Zone 2 rates.

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\* ENGI0009-008 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe		
(Wheel Mounted, under 3/4		
yds), Hydraulic Backhoe		
(Backhoe/Loader		



combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....\$ 35.03	15.20
(3)-Loader (under 6 cu. yd.) Denver County.....\$ 35.03	15.20
(3)-Motor Grader (blade- rough) Douglas County.....\$ 33.19	15.20
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....\$ 35.78	15.20
(4)-Loader (over 6 cu. yd) Denver County.....\$ 35.20	15.20
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$ 35.41	15.20
(5)-Motor Grader (blade- finish) Douglas County.....\$ 35.58	15.20
(6)-Crane (91-140 tons).....\$ 35.28	15.20

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\* SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 18.42 **	3.20
GUARDRAIL INSTALLER.....	\$ 18.29 **	3.20

## HIGHWAY/PARKING LOT

## STRIPING:Painter

Denver.....	\$ 18.29	**	3.21
Douglas.....	\$ 19.56	**	3.21

## IRONWORKER, REINFORCING

(Excludes Guardrail

Installation).....	\$ 55.25	**	3.65
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## IRONWORKER, STRUCTURAL/ORNAMENTAL

(Includes Link/Cyclone Fence

Erection, Excludes Guardrail

Installation).....	\$ 37.23	**	12.79
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## LABORER

Asphalt Raker.....	\$ 18.29	**	4.25
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Asphalt Shoveler.....	\$ 21.21		4.25
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Asphalt Spreader.....	\$ 18.58		4.65
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Common or General

Denver.....	\$ 18.78	**	6.77
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Douglas.....	\$ 18.28	**	4.25
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Concrete Saw (Hand Held)....	\$ 18.29	**	6.14
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Landscape and Irrigation....	\$ 18.29	**	3.16
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Mason Tender-

Cement/Concrete

Denver.....	\$ 18.29	**	4.04
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Douglas.....	\$ 18.96	**	4.25
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Pipelayer

Denver.....	\$ 18.29	**	2.41
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Douglas.....	\$ 18.96	**	2.18
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Traffic Control (Flagger)...	\$ 18.29	**	3.05
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Traffic Control (Sets

Up/Moves Barrels, Cones,

Install Signs, Arrow

Boards and Place

Stationary Flags) (Excludes

Flaggers).....	\$ 21.17	**	3.22
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PAINTER (Spray Only).....	\$ 18.29	**	2.87
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## POWER EQUIPMENT OPERATOR:

Asphalt Laydown

Denver.....	\$ 22.67		8.72
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Douglas.....	\$ 23.67		8.47
Asphalt Paver			
Denver.....	\$ 24.97		6.13
Douglas.....	\$ 25.44		3.50
Asphalt Roller			
Denver.....	\$ 23.13		7.55
Douglas.....	\$ 23.63		6.43
Asphalt Spreader.....	\$ 22.67		8.72
Backhoe/Trackhoe			
Douglas.....	\$ 23.82		6.00
Bobcat/Skid Loader.....	\$ 18.29 **		4.28
Boom.....	\$ 22.67		8.72
Broom/Sweeper			
Denver.....	\$ 22.47		8.72
Douglas.....	\$ 22.96		8.22
Bulldozer.....	\$ 26.90		5.59
Concrete Pump.....	\$ 21.60		5.21
Drill			
Denver.....	\$ 20.48		4.71
Douglas.....	\$ 20.71		2.66
Forklift.....	\$ 18.29 **		4.68
Grader/Blade			
Denver.....	\$ 22.67		8.72
Guardrail/Post Driver.....	\$ 18.29 **		4.41
Loader (Front End)			
Douglas.....	\$ 21.67		8.22
Mechanic			
Denver.....	\$ 22.89		8.72
Douglas.....	\$ 23.88		8.22
Oiler			
Denver.....	\$ 23.73		8.41
Douglas.....	\$ 24.90		7.67
Roller/Compactor (Dirt and Grade Compaction)			
Denver.....	\$ 20.30		5.51
Douglas.....	\$ 22.78		4.86
Rotomill.....	\$ 18.29 **		4.41
Screed			
Denver.....	\$ 22.67		8.38
Douglas.....	\$ 29.99		1.40
Tractor.....	\$ 18.29 **		2.95

TRAFFIC SIGNALIZATION:

Groundsman

Denver.....	\$ 18.29	3.41
Douglas.....	\$ 18.67	7.17

## TRUCK DRIVER

## Distributor

Denver.....	\$ 19.12	5.82
Douglas.....	\$ 18.29 **	5.27

## Dump Truck

Denver.....	\$ 18.29 **	5.27
Douglas.....	\$ 19.41 **	5.27

Lowboy Truck.....	\$ 18.29	5.27
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Mechanic.....	\$ 26.48	3.50
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Multi-Purpose Specialty &  
Hoisting Truck

Denver.....	\$ 18.29	3.17
Douglas.....	\$ 20.85	2.88

## Pickup and Pilot Car

Denver.....	\$ 18.29 **	3.77
Douglas.....	\$ 20.48 **	3.68

Semi/Trailer Truck.....	\$ 18.39	4.13
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Truck Mounted Attenuator....	\$ 18.29 **	3.22
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## Water Truck

Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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

**Administrator Supplemental Rates  
(Specific to the Denver projects)  
Revision Date: 01-01-2024**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Guard Rail Installer		\$18.29	\$3.20
Highway Parking Lot Striping: Painter		\$18.29	\$3.21
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$18.29	\$3.16
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$18.29	\$3.22

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

# **CITY AND COUNTY OF DENVER**

## **STATE OF COLORADO**



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

## **DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE**

### **Addenda**

**Contract Number: 202477114**

**2025 Citywide Chip Seal and Crack Seal**

**December 3, 2024**



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

**CONTRACT NO. 202477114  
PROJECT NAME: 2025 CITYWIDE CHIP SEAL AND CRACK SEAL**

**ADDENDUM NO. #1 TO CONTRACT DOCUMENTS  
DATE OF ADDENDUM: DECEMBER 31, 2024**

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

**UPDATED CONSTRUCTION ESTIMATE AND PREQUALIFICATION MONETARY LEVEL:**

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
NOTICE OF UPDATED PROJECT COST – CONTRACT #202477114**

**2025 CITYWIDE CHIP SEAL AND CRACK SEAL**

**Estimated Construction Cost:** Between \$4,000,000.00 and \$4,400,000.00.

**Prequalification Requirements:** 1F(4) Asphalt Pavement Rehabilitation at or above the **\$6,000,000.00** monetary level. To view the Rules and information on how to apply, please visit our website at [www.denvergov.org/prequalification](http://www.denvergov.org/prequalification).

Published in the Daily Journal on January 2, 3, 6, 2024.

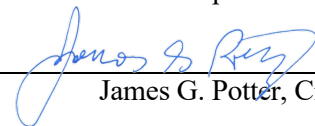
**REVISIONS ON STATEMENT OF QUANTITIES**

- With the increased project amount, several of the overall bid quantities have changed, which have been updated and are reflected accordingly in BidNet.

**QUESTIONS/ANSWERS**

- Q1. Cape seal is currently listed as 195,000 Square Feet. Should this be Square Yards? Slurry is listed as 5,000 Square Feet. Should this be Square Yards?
- A1. **They both are Square Yards. The bid items in BidNet are corrected.**
- Q2. Which neighborhoods will be included in the 2025 Chip Seal program?
- A2. **Currently, the program includes portions of the Hampden, Harvey Park, Overland, Villa Park, and Washington Park West neighborhoods. See attached map set. Please note the neighborhoods included in this map set may not be final and are subject to change.**

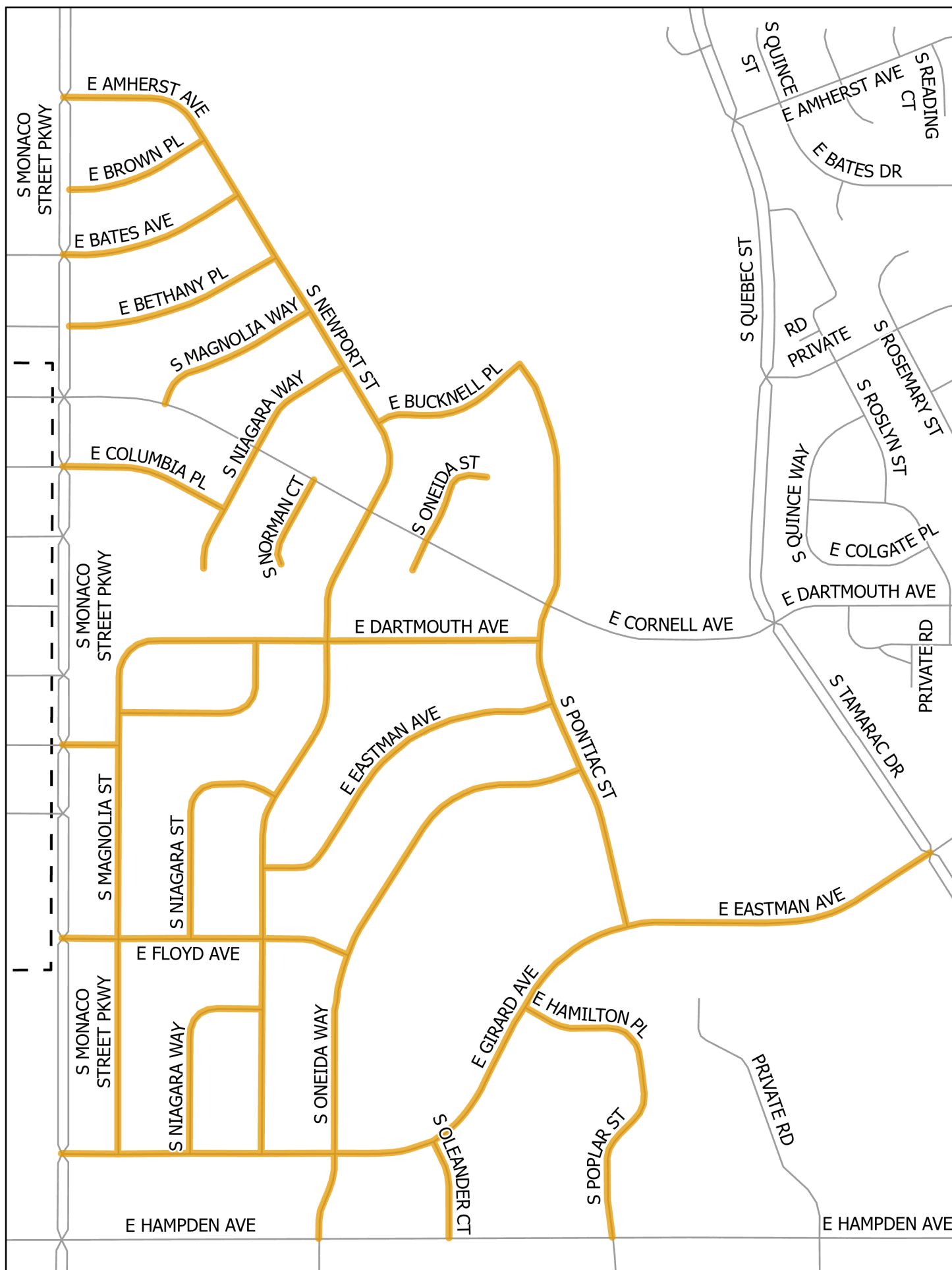
This **ADDENDUM** shall be attached to, become a part of, and be returned with the Bid Proposal.

  
James G. Potter, City Engineer

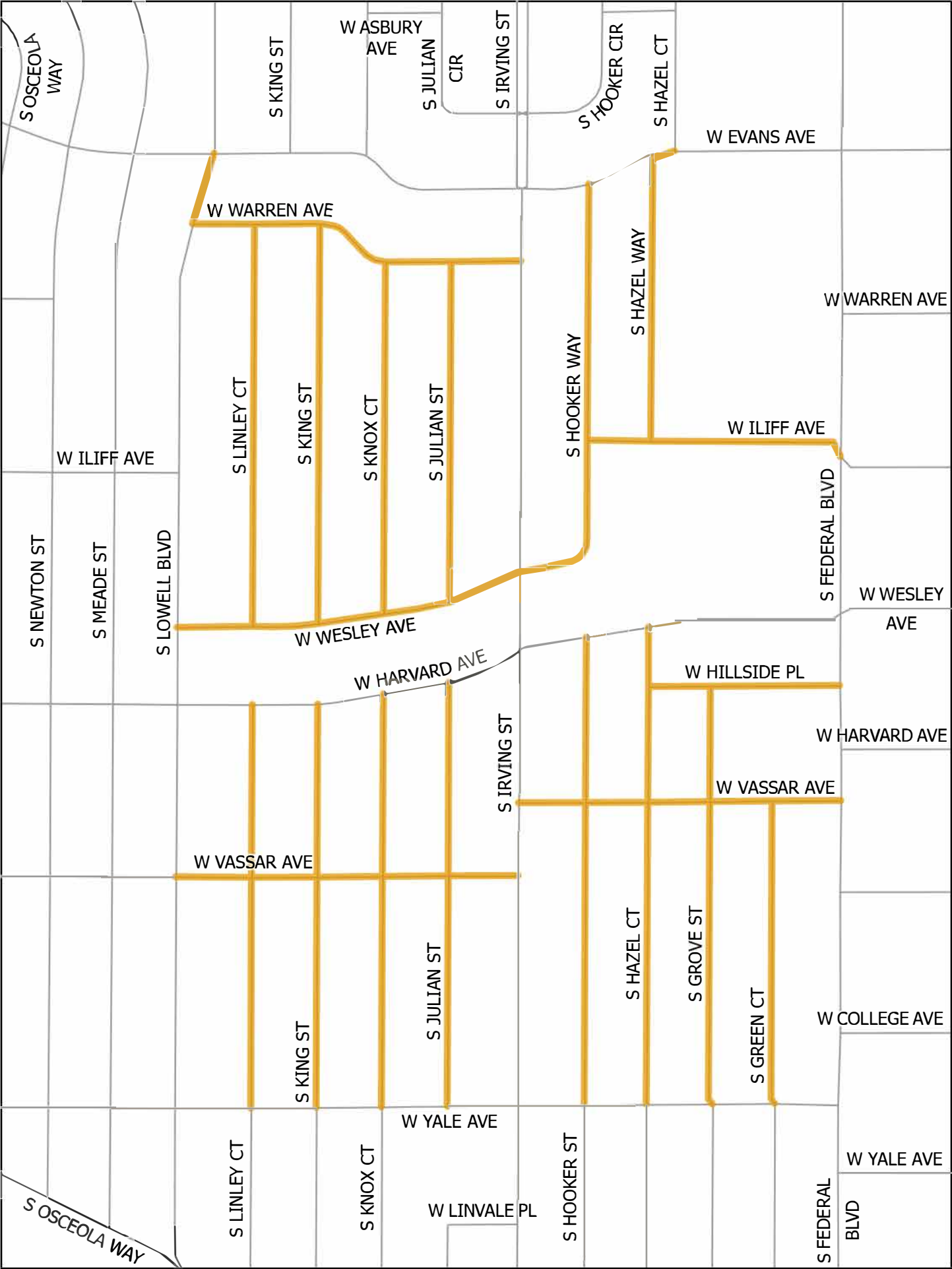
1/2/2025  
Date

STATEMENT OF QUANTITIES

Item No	Code	Description	UOM	Quantity
1	408-1	Crack Seal	Ton	90
2	408-2	Mastic	Pound	20,000
3	409-3	Cape Seal (CRS-2P)	Square Yard	515,000
4	409-4	Slurry Seal	Square Yard	3,000
5	626-1	Remobilization	Each	1
6	627-1	Pavement Marking Paint (Waterborne)	Gallon	15
7	627-2	Modified Epoxy Pavement Marking	Gallon	15
8	627-3	Methyl Methacrylate Pavement Marking	Gallon	15
9	627-4	Preformed Thermoplastic Pavement Marking (Word – Symbol)	Square Foot/Feet	245
10	627-5	Preformed Thermoplastic Pavement Marking (X-Walk, Stop Line)	Square Foot/Feet	8,000
11	627-6	Pavement Tabs	Each	1700
12	630-1	Traffic Control Arterial Streets	Day	15
13	630-2	Traffic Control Collector/Local Streets	Day	40
	Textura	Textura Fee (reference table on BF-3)	Lump-Sum	1

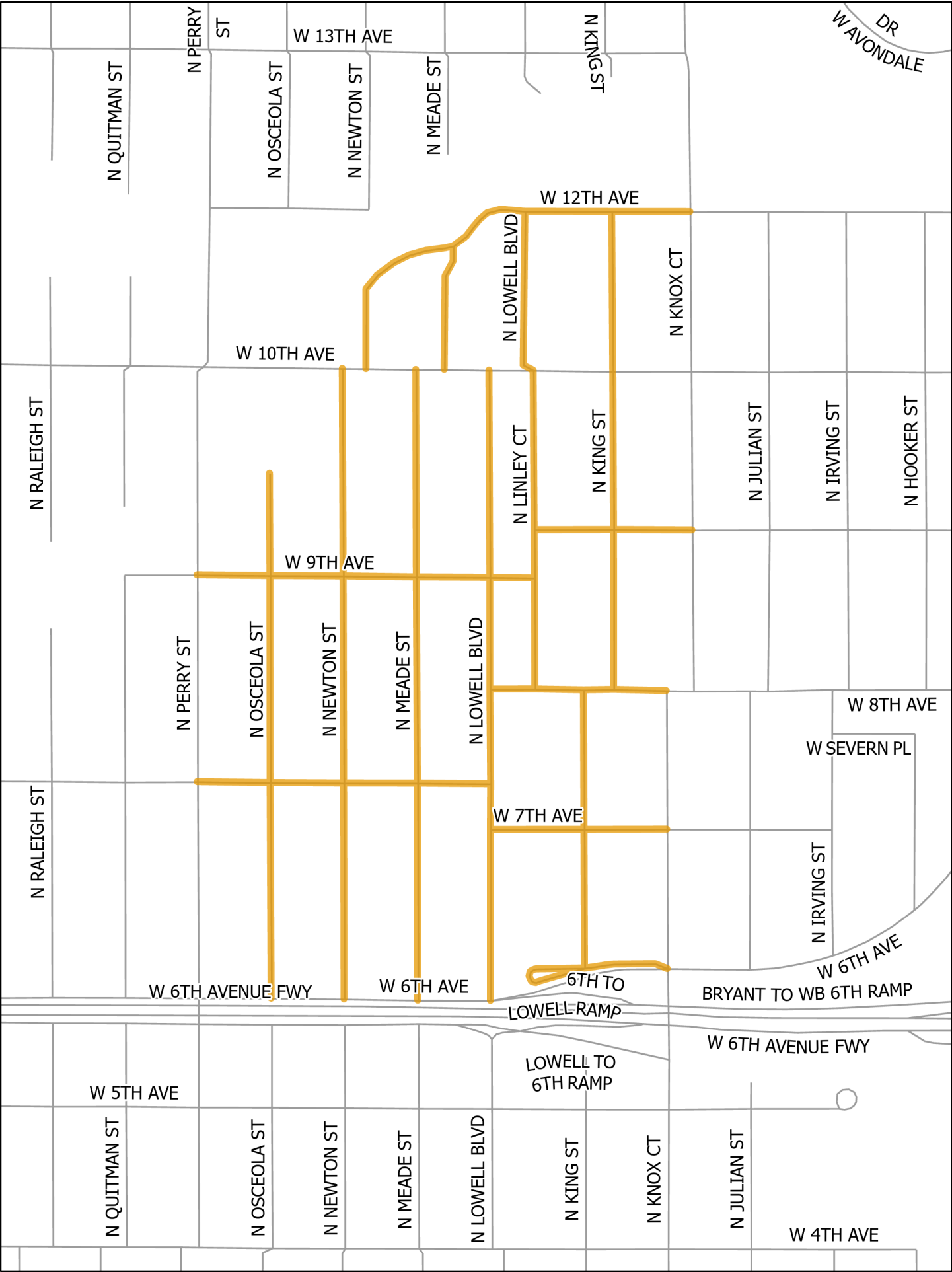


# Harvey Park



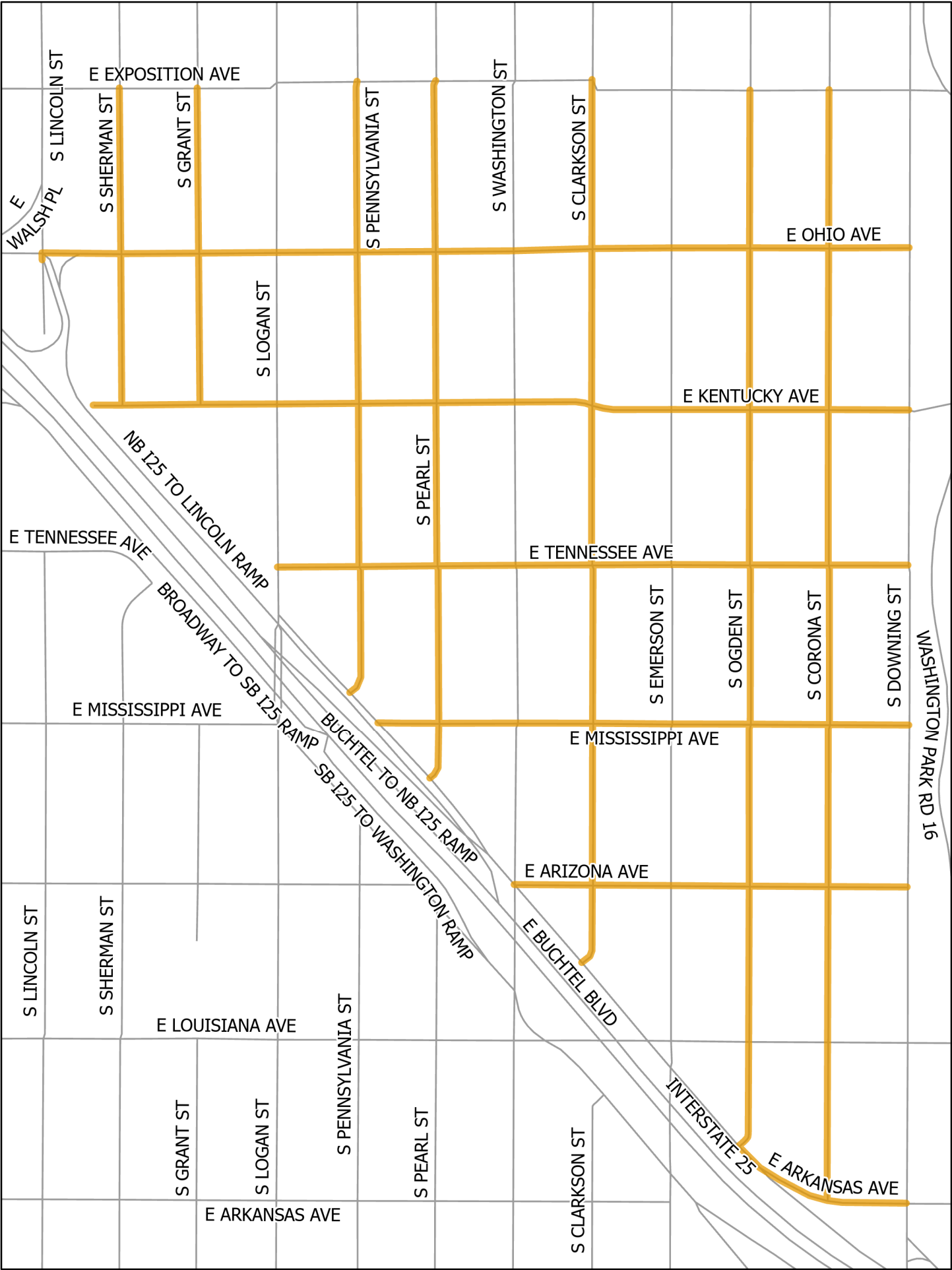


# Villa Park





# Washington Park West



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



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

**DEPARTMENT OF TRANSPORTATION &  
INFRASTRUCTURE**

**Technical Specifications**

**Contract Number: 202477114**

**2025 Citywide Chip Seal and Crack Seal**

**December 3, 2024**



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

**CONTRACT NO. TBD**

**2025 Citywide Chip Seal and Crack Seal Program**

**INDEX TO TECHNICAL SPECIFICATIONS**

<u>Item</u>	<u>Description</u>	<u>Page</u>
REVISION OF SECTION 408	CRACK SEALANT AND HOT POUR	
	MASTIC.. .....	TS-1
REVISION OF SECTION 409	CAPE SEAL .....	TS-3
REVISION OF SECTION 626	MOBILIZATION .....	TS-9
REVISION OF SECTION 627	PAVEMENT MARKING.....	TS-10
REVISION OF SECTION 630	CONSTRUCTION ZONE TRAFFIC	
	CONTROL.....	TS-12
REVISION OF SECTION 631	PUBLIC INFORMATION SERVICES.....	TS-16
REVISION OF SECTION 702	BITUMINOUS MATERIALS.....	TS-17

**Appendix**

- A. Annotated Revisions Since Last Publication
- B. Proposed Work Areas

## **REVISION OF SECTION 408 CRACK SEALANT AND HOT POUR MASTIC**

Section 408 of the Standard Specifications is hereby revised for this project as follows:

### **DESCRIPTION**

Subsection **408.01** shall be revised to the following:

This work consists of furnishing and placing an approved hot poured joint and crack sealant and a hot pour mastic material in properly prepared cracks in asphalt pavements. Cracks with a width greater than  $\frac{1}{8}$  inch and less than 1 inch are to be filled with crack sealant material. Cracks greater than 1 inch are to be filled with hot pour mastic material. Crack sealing and mastic shall precede cape seal operations in locations specified by the project manager. Additional crack seal work shall be completed at locations to be specified by the project manager following the completion of capeseal operations. All work to be completed shall be directed by the Project Manager.

### **MATERIALS**

Subsection **408.02** shall be revised to the following:

Materials for hot poured joint and crack sealant shall meet the requirements of subsection 702.06.

Using a mixture of different manufacturers' brands or different types of sealant is prohibited.

Material specifications for hot poured mastic shall be provided to project manager for approval prior to commencing work.

### **CONSTRUCTION REQUIREMENTS**

Subsection **408.03** shall be revised to add the following:

Traffic Controls: Place appropriate traffic controls in accordance with part 6, Temporary Controls, of the FHWA Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) to protect the work site for the duration of the repairs.

Crackseal and mastic material is only to be applied to clean, sound, dry surfaces. All areas must be clean from dust, dirt, grease, debris, loose materials and any other matter that will inhibit the bonding of the repair compound. Do not apply on wet or frosted surfaces. All areas to be repaired shall be blown with clean, dry, oil free compressed air at 90 psi (620 kpa) minimum. If compressed air does not sufficiently remove all debris or dust coatings, additional cleaning procedures such as sweeping with a stiff or wire bristle broom, sandblasting or routing are recommended.

The minimum pavement temperature for installation of mastic is 40° F (4° C).

Mastic shall be heated in a thermostatically controlled mastic mixer that utilizes oil as a heat transfer medium and has a full sweep horizontal agitator capable of gently lifting the material from the bottom of the reservoir and turning the material over and over. The agitation shall be capable of mixing and suspending materials, filled with aggregates having a specific gravity as

high as 3.0. The heated repair mastic material at the recommended application temperature shall be dispensed onto the properly prepared repair area.

Immediately following application to the pavement surface, mastic shall be leveled and smoothed to the desired level using a straight metal squeegee. If necessary for deep installations, to limit settling and to produce a level finished surface, mastic shall be applied in layers with a cooling and solidifying time period between applications. Minimum installed thickness is 3/8 in (1 cm). The finished installation should be applied smooth and level with the pavement surface.

For installations deeper than 2.5 in (6.3 cm), product should be installed in layers not exceeding 2.5 in thick (6.3 cm) with cooling to 200°F (93°C) maximum before applying the next layer. Installations over 2 in (5cm) deep can be bulked by adding up to 25% by volume of an approved, clean, dry ¾ inch aggregate in layers for increased stability and quicker cooling.

After application, time must be given for the product to cool before opening the area to traffic. Cooling time will vary depending on the size of the application and ambient temperature. Generally allow approximately 30 to 60 minutes of cooling for each 1 in (2.5 cm) of material depth.

### **METHOD OF MEASUREMENT**

Subsection **408.04** shall be revised to add the following

Hot poured joint and crack sealant will be measured by the ton of material used. Hot poured mastic will be measured by the pound of material used. The project manager may require the weighing of equipment and/or materials for determination of actual quantities of material used. Measurement will be made by weigh tickets before and after placement of each truck load to acquire a net weight of material placed. This net weight will be measured and paid by the weight of material required to seal cracks, complete in place, as accepted by the Project Manager.

### **BASIS OF PAYMENT**

Subsection **408.05** shall be revised to the following:

The accepted quantities for crack seal shall be paid for at the contract unit price per ton.  
The accepted quantities for mastic shall be paid for at the contract unit price per pound.

Payment will be made under:

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Crack Seal	TON
Mastic	LB

All materials, equipment, associated traffic control, and costs incidental to the preparation of the surface and the application of the hot poured joint and crack sealant and mastic will not be paid for separately, but shall be included in the work.

## REVISION OF SECTION 409 CAPE SEAL

Section 409 of the Standard Specifications is hereby revised for this project as follows:

Delete Section 409 and replace with the following:

### 409.1 CAPE SEAL SPECIFICATIONS

#### DESCRIPTION

**409.1.1** The Contractor shall furnish all labor, equipment, material, supplies, signage, traffic control, and other incidentals necessary to provide an application of polymerized Chip Seal followed by a polymerized Slurry Seal to an existing roadway surface. This two-step process is called Cape Seal.

#### MATERIALS

**409.1.2a Bituminous Materials:** Material specifications for Bituminous Materials are contained in Section 702. Section 702.1 provides specifications for the Polymer Modified Emulsion for the Chip Seal. Section 702.2 provides specifications for the Cationic Quick Setting Emulsified Asphalt for the Slurry Seal.

**409.1.2b Aggregate:** The cover coat and Slurry aggregate shall be washed, hard, durable, clean rock and free from coatings or deleterious material. All of the aggregate shall be crushed aggregate with 100% fractured faces. The aggregate shall have maximum loss of 25% when tested with the LA Abrasion procedure as defined by AASHTO T96 using grade C or D. The maximum amount of flat and elongated aggregate with a ratio of 3:1 shall not exceed 12% as determined by ASTM D4791. Only one source of aggregate shall be used and shall conform to the following gradations.

**Gradation Table - Cover Coat Aggregate (percent passing)**

Sieve Size	3/8" Chip	1/4" Chip
5/8"	100	100
1/2"	100	100
3/8"	95-100	100
1/4"	0-35	95-100
No. 8	0-3	0-3
No. 200	0-1.5	0-1.5

**Gradation Table – Slurry Aggregate (percent passing)**

Sieve Size / (Tolerance)	Type I % Passing	Type II % Passing
No. 4 (+/- 5%)	100	90-100
No. 8 (+/- 5%)	90-100	65-90
No. 16 (+/- 5%)	65-90	45-70
No. 30 (+/- 5%)	40-65	30-50
No. 50 (+/-4%)	25-42	18-36
No. 100 (+/-3%)	15-30	10-24
No. 200 (+/- 2%)	10-20	5-15

**Cape Seal Material Application Table**

Material	3/8" Cape Seal	1/4" Cape Seal
CRS-2P Chip Seal	0.32 – 0.40 Gal/SY	0.28 – 0.34 Gal/SY
Cover Coat Aggregate	22 lbs/SY Minimum	20 lbs/SY Minimum
Slurry Mixture	20 lbs/SY Minimum	18 lbs/SY Minimum



The specific size of aggregate used shall be determined using factors such as surface temperature, traffic volume, existing road condition, and time of year. The Contractor may alter the application rate at any time during the course of the construction upon approval by the Project Manager.

**409.1.2c Water:** All water used in making the Slurry shall be potable. The effect of moisture content on the specific weight of the aggregate, and the moisture content of the aggregate being used, shall be taken into account in calibrating the machine to deliver asphalt in the correct proportion.

**409.1.2d Mixture Design:** Before work begins the Contractor shall submit a mixture design for the Slurry Seal, covering the specified materials to be used on this project. This design shall be prepared by the emulsion supplier with a laboratory qualified in Slurry Seal mixture design and testing. Once the materials are selected, no substitution will be permitted unless first tested and approved by the laboratory preparing the mixture design and the City project manager.

## CONSTRUCTION REQUIREMENTS

**409.1.3 Equipment:** The size and condition of all equipment shall be approved prior to construction. Should equipment be unsatisfactory for whatever cause, the Contractor shall remove and replace the equipment without delay or cost. The equipment shall conform to the following minimum requirements.

**Bituminous Distributor:** A minimum of two like distributors shall be used on this project. The distributors shall be self-powered and capable of providing a uniform application rate of emulsion varying from .05-1.00 gallons per square yard over a variable width up to twenty feet in a single pass. The uniformity of the distributors shall not vary by more the two-hundredths gallons per square yard. The distributors shall be equipped with a variable power unit for the pump and full circulation spray bars, which are adjustable laterally and vertically. The nozzle angle and bar height shall be set to provide one hundred percent of double coverage in a single pass. Where multiple passes will be required to complete the full width, the four inches adjacent to the second pass may be left with fifty percent coverage so that the next pass will complete the full application rate specified. Distributors shall be self-powered and include a computerized application controls, a tachometer, pressure gauges, accurate volume devices, calibrated tank, and a thermometer for measuring temperatures of the emulsion in the tank.

**Aggregate Spreader:** The aggregate spreader shall be self-propelled and supported by at least four tires on two axles capable of providing a uniform application rate of aggregate from five to fifty pounds per square yard over a variable width up to twenty feet in a single pass. The uniformity of this machine shall not vary by more than one pound per square yard. The aggregate spreader shall be equipped with the means of applying the cover coat material to the surface with computerized application controls so that the required amount of material will be deposited uniformly over the full width of the bituminous material. A computer rate controlled aggregate spreader shall be required.

**Rollers:** A minimum of two self-propelled pneumatic tired rollers shall be used on the project unless otherwise requested by the Project Manager. The rubber tired rollers shall have a gross load adjustable to apply 200 – 250 pounds per inch of rolling width. Tire pressure shall be specified for the pneumatic tire rollers and shall not vary more than plus or minus 5.0 psi. The smooth drum roller shall be a single drum roller with a loaded rate of five tons. Depending on the speed of the Chip Seal operation and the width of coverage, additional rollers may be required. At no time shall the rollers travel more than five miles per hour.

A coverage shall be the number of passes required to cover the entire surface from side to side. Each pass shall overlap the previous pass by approximately one-half (1/2) the width of the front wheel or

roll. The first rolling of the aggregate shall be completed before the emulsion “breaks”. The second rolling shall be performed as soon as possible after the first rolling. The third rolling shall pay special attention to areas that are not in the main travel areas (shoulders, parking areas, etc.). Additional rolling may be required in these areas as directed by the Engineer and will be considered incidental to the Work. All rolling shall be done at low speed (not to exceed 5 mph).

**Mixing Slurry Machine:** The Slurry course shall be mixed in a self-propelled mixing machine equipped with a continuous flow pug mill capable of accurately delivering and automatically proportioning the aggregate, emulsified asphalt, water and admixtures to a double shafted, multi-blade pugmill mixer capable of minimum speeds of 200 revolutions per minute.

A minimum of two mixing machines, of 12 cubic yards or larger shall be utilized on the project. The Slurry course retention time in the pugmill shall be less than three seconds. The mixing machine shall have sufficient storage capacity of aggregate, emulsified asphalt, and water to maintain and adequate supply to the proportioning controls.

The mixing machine shall be equipped with hydraulic controls for proportioning the material by volume to the mixture. Each material control device shall be calibrated, properly marked, preset. The mixing machine shall be equipped with water pressure system and nozzle type spray bars to provide water spray immediately ahead of the spreader box. The mixing machine shall be equipped with an approved fines feeder that provides a uniform, positive, accurately metered, pre-determined amount of a mineral filler at the same time and location that the aggregate is fed.

The Slurry mixture shall be uniformly spread by means of a controlled spreader box capable of spreading a traffic lane width and shall have strips of flexible rubber belting or similar material on each side of the box. The rear flexible strike-off blade shall make close contact with the pavement and shall be capable of being adjusted to the various crown shapes so as to apply uniform layer of material. Slurry mixture, to be spread in areas inaccessible to the controlled spreader box, may be spread by other approved methods.

Each mixing unit to be used in performance of the Slurry work shall be calibrated prior to construction at a minimum of once per year. Calibration documentation covering the exact materials to be used may be acceptable, provided they were made during the calendar year. The documentation shall include an individual calibration of each material at various setting, which can be related to the machine’s metering devices. No machine will be allowed to work on the project until the calibration has been completed and accepted.

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

## **EXECUTION OF THE WORK**

**409.1.4 Surface Preparation:** The Contractor shall be responsible for all measures necessary to provide a thoroughly clean and dry pavement surface including vegetation removal, and sweeping prior to the Chip Seal application. The Contractor shall observe the condition of the pavement prior to bidding to determine the work necessary to provide a clean, dry pavement for construction and shall include the work necessary in the bid. Immediately prior to applying the Chip Seal, the surface shall be cleared of all loose material, oil spots, vegetation and other objectionable material. Manholes, valve

boxes, drop inlets and other service entrances shall be protected from the Cape Seal by a suitable method. The Project Manager shall approve the surface preparation prior to surfacing.

**Application of Bituminous Material (Chip Seal):** The application of the emulsion shall be performed by means of a pressure distributor in a manner to achieve a uniform and continuous spread over the asphalt surface. The temperature of the emulsion shall be a minimum of 160°F. The quantity of emulsion per square yard shall be as specified herein and agreed upon with the project manager. The distributor shall be moving forward at proper application speed at the time the spray bar is opened. If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made. Repairs shall be made immediately after deficiencies are noted and prior to the aggregate spreader at all times during construction. The width of the spread shall be no greater than the width of the aggregate spreader except where additional passes are required the emulsion shall be four inches beyond the aggregate spread at fifty percent application rate. At no time shall the emulsion be allowed to break, chill, setup, harden, or otherwise impair the aggregate retention before the aggregate has been properly applied and rolled

**Application of Cover Coat Aggregate (Chip Seal):** The aggregate shall be applied immediately following the emulsion application by the approved aggregate spreader. The quantity of cover coat aggregate per square yard shall be specified herein and agreed upon with the Project Manager. The Contractor, prior to start of work, shall calibrate the aggregate spreader to achieve the design application rate of the cover coat aggregate. Spreading shall be accomplished in such a manner that the tires of the trucks and aggregate spreader never contact the newly applied bituminous material. The width of the aggregate spreader shall be equal to the width of the emulsion spread, except where additional passes are required. Areas, which are deficient in aggregate, shall be covered immediately with additional material.

**Rolling (Chip Seal):** Initial rolling shall begin immediately after the application of cover coat aggregate. Rollers shall work in tandem and complete a minimum of three passes with a sufficient overlap. Should the rolling operation be delayed, the aggregate and emulsion spreading shall be halted until the operation regains proper sequencing and timing. The maximum speed of the rolling operations shall be five miles per hour.

**Sweeping (Chip Seal):** Within 24 hours of Slurry application, excess aggregate shall be swept and removed from the roadway and adjacent areas (including gutters, sidewalks, driveway and alley aprons) with the specified sweepers.

If the slurry continues to shed aggregate, additional sweeping may be requested. Additional sweeping shall be performed within 5 business days of request.

**Application of Material (Slurry):** Within 5 working days of the Chip Seal application the Slurry course will be applied. The materials and installation of slurry seal shall be price reduced for failure to install within 5 working days of the Chip Seal application.

	> 5 days < 10 days	≥ 10 days and < 15 days after	≥ 15 days and < 20 days after	≥ 20 days
% Price Reduction	10%	20%	35%	50%

The surface shall be fogged with water directly preceding the spreader. The Slurry mixtures shall be of the desired consistency, based on the submitted mixture design, as it leaves the mixer with additional approved additive if required. A sufficient amount of Slurry shall be carried in all parts of the spreader at all times so that complete coverage is obtained.

No lumping, balling, or unmixed aggregates shall be permitted. No segregation of the emulsion and aggregate fines from the coarse aggregate will be permitted. No excessive breaking of the emulsion will be allowed in the spreader box. Rippling of the finished pavement is undesirable and shall be minimized.

No excessive build-up or unsightly appearance shall be permitted on longitudinal or transverse joints. The use of burlap drags or other type drags shall be used so that joints will be straight and have a neat appearance. Squeegees shall be used to spread Slurry in areas not accessible to the Slurry mixer. Care shall be exercised as to leave a good appearance. Care shall be taken to insure straight lines along curbs, shoulders and joints. Lines at intersections will be kept straight to provide a good appearance.

Slurry treated areas shall be allowed to cure until such time as traffic will not damage the finished product. Contractor will be responsible for monitoring roadways treated to ensure sufficient cure time is allowed before allowing traffic over the treated areas.

**Manholes, Valves and Inlets:** Manholes, valve boxes, and inlets shall be covered and or protected with an approved material during the operation and shall be removed immediately after the street has been Cape Sealed. The Contractor is responsible for locating all exposed manholes, valve boxes, and inlets prior to construction.

**Weather Limitations:** The Chip Seal shall not be applied when the pavement is moist, or when the weather is or is predicted to be detrimental. Detrimental weather is defined as rain showers, cool temperatures, moist pavements, threat of rain showers, or other environmental factors which could affect the performance of the Chip Seal construction. If either the pavement or air temperature is below 55°F (10°C) and falling, the weather is considered detrimental and Chip Seal operations will cease immediately. When both pavement and air temperatures are above 50°F (7°C) and rising, temperature conditions are acceptable for Chip Seal operations. If the project manager, in his/her sole discretion, determines that the weather is predicted to be detrimental then all Chip seal operations must cease until the weather conditions improve and the project manager approves continuing the work.

The Slurry Seal shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No Slurry Seal shall be applied when air temperatures will be below freezing within 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time. If the project manager, in his/her sole discretion, determines that the weather is or is predicted to be detrimental then all Slurry seal operations must cease until the weather conditions improve and the project manager approves continuing the work.

**Traffic Control:** A traffic control plan approved by Project Manager will be required before any work commences. Temporary raised pavement markers will be installed as needed, at a minimum of 40' spacing. The cost of signage, markers, pavement marking, and traffic control necessary to complete this project shall NOT be included in the unit price of the Cape Seal, as these items are to be bid separately.

**Notification:** The Contractor shall distribute an approved information flyer to all residents and businesses adjacent to the project at least one week prior to the anticipated start of construction. A local telephone number will be provided on the flyer and manned 24/7 until the contract is completed. Date specific no-Parking tow-away signs must be in place a minimum of 24-hours in advance of the construction. Should work not occur on the specified day, a new notification will be distributed and date specific no-parking tow-away signs will be posted.

The contractor shall submit a daily e-mail update to the project manager listing the current status of all outstanding work and anticipated time-frame for remaining work.

The cost of notification shall be included in the unit price of the Cape Seal.

**METHOD OF MEASUREMENT AND PAYMENT**

The Cape Seal shall be measured and paid for by the square yard sealed and accepted by the owner. Payment shall be full compensation for the Cape Seal work completed in accordance with the above specifications.

<u><b>PAY ITEM</b></u>	<u><b>PAY UNIT</b></u>
Cape Seal (CRS-2P)	SY
Slurry Seal	SY

**REVISION OF SECTION 626  
MOBILIZATION**

Section 626 of the Standard Specifications is hereby revised for this project as follows:

Initial mobilization shall not be measured and paid for separately but shall be included in the price of the work. Remobilization is defined as work stoppages in excess of 48 hours; (excluding weekends and holidays) as designated by the Project Manager for the convenience of the City, and shall be measured and paid for separately. Mobilization and Remobilization shall include all labor, materials, and equipment for the distribution of public information flyers and related traffic control preparation for the work.

**PAY ITEM**

Remobilization

**PAY UNIT**

EA



## REVISION OF SECTIONS 627 PAVEMENT MARKING

Section **627** of the Standard Specifications is hereby revised for this project as follows:

Subsection **627.03 (c)** is revised as follows:

*Roadways constructed under traffic.*

All multi-lane roadways, arterial roadways, and major collectors must be striped at the end of the day with full compliance pavement markings. Paint may be used for temporary markings.

All other roadways must be tabbed at minimum at the end of each day with a minimum of 8" tabs for lane lines and centerline markings.

Layouts for striping shall match existing conditions and roadway striping must be confirmed with Transportation Operations prior to installation of final striping. Existing conditions shall be determined by an on-site inspection.

Final striping must be installed within 5 days from completion of the paving.

Final striping shall be completed with the following materials:

- Cross walks, stop lines and word symbols shall be completed with preformed thermoplastic pavement marking.
- Preference is to complete lane markings with epoxy pavement marking or methyl methacrylate pavement marking. Use of thermoplastic shall be approved by the Project Manager.
- Preference is to complete edge lines and center lines with epoxy pavement marking or methyl methacrylate pavement marking. Use of thermoplastic shall be approved by the Project Manager.

Subsection 627.13 is revised as follows:

The materials and installation of pavement markings shall be price reduced for failure to install within 10 days upon receipt of written request from Traffic Engineering Services or the Engineer/Project Manager or upon the task order completion deadline.

	> 10 days and < 30 days after	≥ 30 days and < 60 days after	≥ 60 days and < 90 days after	≥ 90 days
% Price Reduction	20 %	50 %	70 %	85 %

Delete the third paragraph of 627.13 and replace with the following:

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

Subsection 627.13 is revised to include the following:

The accepted quantities will be paid for at the contract unit price for the pay items listed below that appear in the bid schedule. Payment shall be full compensation for the work and material required for the installation of pavement marking.

Payment will be made under:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Pavement Marking Paint (Waterborne)	Gallon
Modified Epoxy Pavement Marking	Gallon
Methyl Methacrylate Pavement Marking	Gallon
Preformed Thermoplastic Pavement Marking (Word – Symbol)	Square Foot
Preformed Thermoplastic Pavement Marking (X-Walk, Stop Line)	Square Foot
Preformed Plastic Pavement Marking (Type 1)(In Laid)	Square Foot

Delete Subsection 713.14 (b) Preformed Thermoplastic Material and replace with the following:

- (b) Physical Requirements.
1. Graded Glass Beads. The material shall contain a minimum of 30 percent graded glass beads by weight. The beads shall be clear and transparent. Twenty percent or less shall consist of irregular, fused spheroids, or silica. The refractive index shall be at least 1.50.
  2. Pigments. White – Sufficient titanium dioxide pigment shall be used to ensure a color similar to Federal Highway White, Color Number 17886, conforming to Federal Standard 595. Yellow – Sufficient yellow pigment shall be used to ensure a color similar to Federal Highway Yellow, Color Number 13655, conforming to Federal Standard 595. The yellow pigment shall be organic and contain no lead chromate.
  3. Skid Resistance. The surface of the preformed thermoplastic markings shall provide a minimum resistance value of 45 BPN when tested according to ASTM E303.
  4. Thickness. The material shall be supplied at a minimum thickness of 90 mils or as specified in the plans.
  5. Environmental Resistance. The preformed thermoplastic material shall be resistant to deterioration due to exposure to sunlight, water, oil, gasoline, salt and adverse weather conditions.
  6. Application. The top surface material must have regularly-spaced indents which provide a visual cue during application that the material has reached a molten state indicating satisfactory adhesion and proper bead embedment has been achieved. Installation must be a no preheated of surface material.
  7. Concrete surface adhesive. When Preformed Thermoplastic material is installed on concrete surfaces the materials manufacturer recommended sealer for concrete application shall be used by the installer to ensure the best application on concrete surfaces.

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

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

Subsection **630.01** shall be modified to read:

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

The Contractor shall submit, in writing, the proposed Method of Handling Traffic (MHT) for review and approval of the Project Engineer. The MHT shall be developed according to this section and the construction plans.

Subsection **630.02** through **630.07** shall be as provided in the City and County of Denver Traffic Barricade manual, latest edition. Modifications to said manual are:

Paragraph III shall include:

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

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

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

Approval of the proposed MHT does not relieve the Contractor of liability specifically assigned to him under the contract. The Contractor shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, and obstructions.

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

VI.B.3 therein shall include:

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

VI.F shall include:

The Contractor shall, at the preconstruction conference, designate one of his employees, other than the Superintendent, to be responsible for traffic control management. This responsibility shall include management of the Contractor's signing and all other details covered by the

Specifications which contribute to the convenience, safety, and orderly movement of traffic and to the comfort of the traveling public. The designated employee shall have the Certification of the Traffic Control Supervisor as a Worksite Traffic Supervisor by the American Traffic Safety Services Association (ATSSA) in lieu of completion of the CDOT minimum training requirements.

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

VI.F.2 The third item shall read:

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

Subsection **630.08** shall include the following:

Equipment

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

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

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

Devices:

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

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

Subsection **630.09**, second paragraph is hereby deleted and replaced with the following:

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

Approval of the proposed MHT does not relieve the Contractor of liability specifically assigned to him under the contract. The Contractor shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, and obstructions.

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

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

Access to driveways shall be maintained at all times during construction. The Contractor shall coordinate driveway work with the property owner. Appropriate signage shall be provided alerting all motorists leaving driveways that enter a work zone as to which direction the through lane is traveling and what access restrictions exist, if any.

Subsection **630.09** (9) shall be added as follows:

#### General Work Restrictions

The Contractor shall perform all the work on the roadway between the hours of 8:30 A.M. and 3:30 P.M. or as approved by the Project Engineer. Weekend and nighttime work shall be allowed with the prior approval of the Project Engineer.

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

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

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

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

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

The Contractor shall maintain access to all roadways, side streets, walkways, alleyways, driveways, and hike/bike paths at all times unless otherwise approved by the Project Engineer. The sole exception to this requirement is that the City will permit full closures of access to all alleyways, walkways, driveways, and hike/ bike paths DIRECTLY ADJACENT to an active work Phase for a maximum period of one (1) week. Should the Contractor wish to exercise this exception, a request for same shall be submitted to the Project Engineer for review and approval including proposed method for Public notice per Section 632. If access restrictions are approved by the Project Engineer, the Contractor shall coordinate with all tenants affected by alley and/or access closures two weeks prior to closure.

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

Prior to any removal or pavement marking operations directly adjacent to parking, temporary NO PARKING ANYTIME, TOW AWAY ZONES, with the date and time of the proposed

work must be posted a minimum of 24 hours in advance of the work. For locations where parking meters are located adjacent to the proposed work zone all impacted parking meters must be red bagged prior to commencement of work.

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

All lane closures require an arrow board to be installed.

Subsections **630.10** and **630.11** of the Standard Specifications shall apply except as otherwise provided herein.

Subsection **630.14** is hereby deleted and replaced with the following:

The Contractor shall furnish all personnel and materials necessary to perform the Construction Zone Traffic Control as required and these quantities shall not be measured.

Temporary pavement markings for traffic control shall not be measured and paid for separately, but shall be included in the work.

Payment for traffic control shall be as follows:

<b><u>PAY ITEM</u></b>	<b><u>PAY UNIT</u></b>
Traffic Control Arterial*	LS/DAY
Traffic Control Local/Collector*	LS/DAY

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

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

Subsection **630.15** is hereby deleted and replaced with the following:

Payment for Construction Zone Traffic Control shall include all devices; a Traffic Control Supervisor, Variable Message Signs as specified, arrow boards, detours, addition and/or adjustments to traffic signal heads as needed to support phased construction traffic control, temporary pavement markings, and all other personnel and resources necessary to complete the work. Payment shall be made based on the number of calendar days Construction Zone Traffic Control is in place. A calendar day shall be a minimum of 6 hours unless approved by the Project Engineer.

When the contract bid schedule includes Traffic Control pay items as a lump sum per day: A day shall be defined as the time from 12:00 midnight to 12:00 midnight. Traffic Control devices shall not be measured but will be paid for on a lump Sum basis.

## **REVISION OF SECTION 631 PUBLIC INFORMATION SERVICES**

### **DESCRIPTION**

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

### **REQUIREMENTS**

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

631.02.1 A contact person and phone number for the project shall be designated by the Contractor at the pre-construction meeting. This individual shall be primarily responsible for maintaining communications with the Project Manager and affected businesses and property owners.

631.02.2 The Contractor will also distribute door hang tags to all property owners adjacent to construction as well as all residences and businesses impacted by construction or road closures or detours no less than 48 hours (as per General Contract Conditions Section 703) prior to commencing removal operations, outlining the proposed work as well as the company name, phone number, and contact person familiar with the project. The hang tag shall be supplied by the Contractor and it shall be the Contractor's responsibility to produce an adequate number of hang tags one week in advance to properly notify all affected property owners/residents.

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

631.02.3 Occasionally, as needed, supplemental written notices will be required to be delivered one week in advance at the direction of the Project Manager for issues such as construction conflicts related to business access, special landscape, and fence or tree removal.

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

### **METHOD OF MEASUREMENT**

#### **PAY ITEM**

Public Information Services

#### **PAY UNIT**

LS

Lump sum to be paid as a percentage each month. An ArcGIS license is required for use of Field Maps application, cost of license is included in the lump sum for Public Information Services.

### **END OF SECTION 631**



## REVISION OF SECTION 702 BITUMINOUS MATERIALS

Section **702** of the Standard Specifications is hereby revised for this project as follows:

### ASPHALT CEMENT

Subsection **702.02** shall be deleted and replaced with the following:

**702.1 Polymer Modified Emulsion (Chip Seal):** Polymer modified asphalt emulsion (CRS-2P) shall conform to the requirements listed below. The asphalt binder shall be polymer modified before emulsification and shall contain at least 3 percent polymer by weight of asphalt binder. The emulsion shall be pumpable and suitable for application through a distributor truck. The emulsified asphalt shall conform to the following requirements:

#### CRS-2P

Test on Emulsion	Minimum	Maximum	Test Method
Viscosity, Saybolt Furol, 50°C , sec, (a)	50	450	AASHTO T 59
Storage Stability Test, 24-h,%(a)		1	AASHTO T 59
Demulsibility, 35 ML, 0.8% dioctyl sodium Sulfosuccinate, %	40		AASHTO T 59
Particle Charge Test	Positive		AASHTO T 59
Sieve Test, %(a)		0.1	AASHTO T 59
Oil Distillate, by Volume of Emulsion, %		3	AASHTO T 59
Residue, %	65		AASHTO T 59
<b>Test on Residue (Colorado DOT CP-L 2212*) (b)</b>			
Penetration, 25 °C, 100g , 5s, dmm	70	150	AASHTO T 49
Solubility in Trichloroethylene, % (b)	97.5		AASHTO T 44
Toughness, in-lb	90		CP-L2210*
Tenacity, in-lb	60		CP-L2210*

(a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

(b) If the solubility of the residue is less than 97.5%, the base asphalt binder for the emulsion shall be tested. The solubility of the base asphalt binder shall be greater than 99 percent.

\* CP-L 2210, CP-L 2211, and CP-L 2212 are Colorado DOT test procedures.

**702.2 Cationic Quick Setting Emulsified Asphalt (Slurry Seal):** CQS-1hL shall be an emulsified mixture of *straight-run vacuum tower bottoms asphalt*, synthetic SBR polymer dispersion, emulsifiers and water. The emulsion shall contain a minimum of one percent (1.0%) styrene butadiene rubber (SBR) solids by weight of asphalt cement. The SBR polymer dispersion shall be co-milled during the emulsification process such that a bicontinuous polymer-asphalt network is formed upon curing of the finished emulsion. The emulsion shall be pumpable and suitable for use in a Slurry Seal machine. The emulsion, standing undisturbed for 48 hours will show milky white on top as evidence that the emulsion contains SBR polymer dispersion. The emulsified asphalt shall conform to the following requirements:

Test on Emulsion	Minimum	Maximum	Test Method
Viscosity, Say bolt FuroI, 77 °F,s	20	100	ASTM D244
Storage Stability Test, 24-h,%(a)		1	ASTM D6930
Particle Charge Test	Positive		ASTM D244
Sieve Test, %(a)		0.1	ASTM D6933
Distillation: (b)			
Residue, %	60		ASTM D6997
<b>Polymer:</b>			
Polymer content, % polymer solids based on asphalt solids	1.0		Supplier Cert.
Polymer Type:	SBR Latex		Supplier Cert.
<b>Test on Residue from 325 °F hot plate evaporation test (Colorado DOT CP_L2212*) b</b>			
Penetration, 77 °F, 100g,5s	40	90	ASTM D5
Ductility, 77 °F, 5 cm/min,cm	40		ASTM D113
Solubility in Trichloroethylene, %	97.5		ASTM D2042
Elastic Recover, 77 °F, 10cm,1h,%	40		ASTM D5976

a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

b) Distillation to 260°C (T-59 §11 to 15) shall be the reference method for percent residue.

Residue by hot plate evaporation at 163°C (CP-L2212 modified to a maximum temperature of 325°F) shall be the reference method to obtain material for tests on residue. Residue from distillation shall not be used for tests on residue due to polymer degradation at 260°C. Colorado DOT Procedure CP-L 2212\* modified to a 163°C maximum temperature may be used for acceptance testing of percent residue.

c) If the solubility of the residue is less than 97.5%, the base asphalt binder for the emulsion shall be tested. The solubility of the base asphalt binder shall be greater than 99 percent.

\* CP-L 2210, CP-L 2211, and CP-L 2212 are Colorado DOT test procedures.

**702.3 Emulsified Asphalt Material (Micro Surfacing)** – The emulsion for Micro Surfacing shall be Emulsified Asphalt (CQS-1P) conforming to CDOT Table 702-12. The modified emulsion shall contain a minimum of 3% polymer, SBR latex, or natural latex by weight.

<b>Test on Emulsion</b>	<b>Minimum</b>	<b>Maximum</b>	<b>AASHTO</b>
Viscosity, Say bolt Furol, 25 °C (77 °F),s	15	100	T-59
Storage Stability Test, 24-h,%	--	1	T-59
Particle Charge Test	Positive		
Sieve Test, %(a)		0.1	T-59
Distillation:			
Oil distillate, by volume, %	--	0.5	T-59
Residue, %	62*	--	T-59
<b>Test on Residue Distillation:</b>			
Penetration, 25 °C (77 °F), 100g (0.22 lbs) ,5s	40	90	T-49
Ductility, 25 °C (77 °F), 50 mm (2")/sec	50	--	T-51
Solubility in Trichloroethylene, %	97	--	T-44
Softening Point, Ring-and-Ball, °C (°F)	57.2 (135)	--	T-53

\*The standard distillation procedure shall be modified as follows:

The temperature on the lower thermometer shall be brought slowly to 350 °F +/- 20 °F and maintained at this point for 20 minutes. The total distillation shall be completed in 60+/- 5 minutes from the first application of heat.

A. Annotated Revisions Since Last Publication

None