CITY AND COUNTY OF DENVER STATE OF COLORADO



DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

Contract Documents

Contract Number: 202053704

•••••

Montbello Railings Phase 3 February 24, 2020



NOTICE TO APPARENT LOW BIDDER

HALLMARK, INC. 5085 Harlan St. Denver, CO 80212

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **April 2**, **2020**, for work to be done and materials to be furnished in and for:

CONTRACT 202053704 - Montbello Railings Phase 3

as set forth in detail in the Contract Documents for the City and County of Denver, Colorado. It appears that your Bid is fair, equitable, and to the best interest of the City and County; therefore, said Bid is hereby accepted at the bid price contained herein, subject to the approval and execution of the Contract Documents by the City in accordance with the Charter of the City and County of Denver, and to your furnishing the items specified below. The award is based on the total bid items: Twenty-Nine (29) bid items (201-00000 through 630-10005) the total estimated cost thereof being: <a href="Six Hundred Forty-Eight Thousand One Hundred Seventy-Five Dollars and No Cents (\$648,175.00)).

It will be necessary for you to appear forthwith at the office of the Department of Transportation and Infrastructure, Contract Administration, 201 W. Colfax Ave., Dept. 614, Denver, Colorado 80202, to receive the said Contract Documents, execute the same and return them to the Department of Transportation and Infrastructure, Contract Administration within the time limit set forth in the Bid Package Documents.

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
- 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 and in accordance with Section 3.2.6 of the Charter of the City and County of Denver.

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



cc:

NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202053704 Page 2

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

Dated at Denver, Colorado this 14 th day of April 2020.

CITY AND COUNTY OF DENVER

Eulois Cleckley

Executive Director of the

Department of Transportation and Infrastructure

(CAO), Treasury (taxauditadmin@denvergov.org), Michael Lopez, Prevailing Wage (prevailingwage@denvergov.org), File

CITY AND COUNTY OF DENVER STATE OF COLORADO



DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

Bid Form Package

Contract Number: 202053704

Montbello Railings Phase 3 February 24, 2020

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 <u>not</u> be returned by Bidders with your BID FORM PACKAGE.

BIDDER'S CHECKLIST

These forms comprise the Bid Form and Submittal Package. Designated forms must be completed and turned in <u>at</u> the time of Bid Opening. Bidders should refer to the Contract Documents, particularly the Instructions to Bidders, accompanying this package, in completing these forms.

FORM/ PAGE NO.	COMMENTS	COMPLETE
BF-4 – BF-5	a.) Legal name, address, Acknowledgment signature and attestation (if required.)	V
BF-6+	a.) Fill in individual bid item dollars and totals in Numerical	9
	figures only b.) Complete all blanks	4
BF-7	c.) Legal name required a.) Write out bid total or bid totals in words and figures in the	V
	blank form space(s) provided b.) Calculate Textura® Construction Payment Management System Fee from chart on pg. BF-3 and write fee in the space provided	
BF-8	a.) List all subcontractors who are performing work on this project	T
BF-9 – BF-10	a.) Fully complete List of Proposed Minority/Women Business Enterprise Bidders, Subcontractors, Suppliers, Manufacturers, or Brokers – check appropriate boxes.	∀
BF-11	a.) Complete all blanksb.) If Addenda have been issued, complete bottom section.	2
BF-12	a.) Complete appropriate sections - signature(s) required.b.) If corporation, then corporate seal required.	
BF-13	a.) Fully complete Commitment to Participation	V
BF-16	a.) If applicable, fully complete Joint Venture Affidavit (Submit 10 days prior to Bid Opening date)	AIA
BF-17 – BF-19	a.) If applicable, fully complete Joint Venture Eligibility Form (Submit 10 days prior to Bid Opening date)	
BF-20	a.) Fill in all Bid Bond blanks and mail original to 201 W. Colfax Ave. Ste. 614, Denver CO 80202 Attn: Contract Administration to be considered responsive.	N A IN
	b.) Signatures requiredc.) Corporate Seal if required	☑ ∕
	d.) Dated e.) Attach Surety Agents Power of Attorney or Certified or cashier's check made out to the Manager of Revenue	
BF-21- BF-24	referencing Bidder's Company and Contract Number. a.) Each bidder, as a condition of responsiveness to this solicitation, shall complete and return the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their Bid.	Ĭ

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 subcontractors. All certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Textura. 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. The fee is all inclusive of all subcontractor, project and subscription fees associated with Textura. The bidder will calculate the fee based on their total bid (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® Construction Payment Management System Fee". This expense becomes part of the contract and billable to the City. All costs including, but not limited to, costs associated with training, entering data, and/or utilizing Textura other than the Textura Construction Payment Management System Fee are overhead and shall not be reimbursed by the City. Bidder will be responsible for any tax on the Textura fee. As with other taxes, the City will not reimburse bidder for this cost and therefore this cost should be included in bidder's bid. Textura will invoice the awarded bidder directly.

Project Value	Project Fee (GC + Sub Usage)
\$100,000 – 249,999.99	\$780
\$250,000 - \$499,999.99	\$1,625
\$500,000 - \$999,999.99	\$3,250
\$1,000,000 - \$2,999,999.99	\$5,850
\$3,000,000 - \$4,999,999.99	\$9,100
\$5,000,000 - \$9,999,999.99	\$12,220
\$10,000,000 - \$19,999,999.99	\$20,345
\$20,000,000 - \$49,999,999.99	\$32,500
\$50,000,000 - \$99,999,999.99	\$48,750
\$100,000,000 - \$199,999,999.99	\$69,095
\$200,000,000 - \$299,999,999.99	\$85,345
\$300,000,000 - \$399,999,999.99	\$109,720
\$400,000,000 - \$499,999,999.99	\$142,220
\$500,000,000 - \$999,999,999.99	\$162,500
\$1,000,000,000 - \$1,999,999,999.99	\$345,345
\$2,000,000,000 - \$4,999,999,999.99	\$650,000
\$5,000,000,000 - \$9,999,999,999.99	\$1,015,625
\$10,000,000,000 or greater	\$1,503,125

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. 202053704

MONTBELLO RAILINGS PHASE 3

BIDDER:	Halmark, Inc. (Legal Name per Colorado Secretary of State)		
ADDRESS:	5085 Harlan St.		
	Denver CO 80212		
CONTACT	PERSON FOR ALL MATTERS RELATING TO	THIS DOCUMENT	
NAME: _	Nathan Randall	TITLE:	Operations Manager
EMAIL:	Hallmark 5040@hotmail.com		
THE RESERVE TO STATE OF THE STA	ZED ELECTRONIC SIGNATORY		
NAME: _	Robert Lawrence		
EMAIL:	Hallmark 5040@hotmail.	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. 202053704 - Montbello Railings Phase 3, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated February 24, 2020.

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

Joint Venture Affidavit (if applicable)

Joint Venture Eligibility Form (if applicable)

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 Lien Release Form

Final Receipt

Change Orders (as applicable)

Federal Requirements (as applicable)

Prevailing Wage Rate Schedule(s)

Technical Specifications

Contract Drawings

Accepted Shop Drawings

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

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

BIDDER:

ATTEST:

Name

1

Title: Dresiden

By:

[SEAL]

Thoroxa S Hawtonce

CITY AND COUNTY OF DENVER DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

BID FORM

CONTRACT NO. 202053704

MONTBELLO RAILINGS PHASE 3

BIDDER:

Hallmark Inc.

(Legal Name per Colorado Secretary of State)

TO: The Manager of the Department of Transportation and Infrastructure

City and County of Denver c/o Contract Administration 201 West Colfax, Dept. 614 Denver, Colorado 80202

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on February 24, 2020, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: Contract No. 202053704 - Montbello Railings Phase 3, in Denver, Colorado, in full accordance with and conformity to the Plans, Technical Specifications, and Contract Documents hereto attached or by reference made a part hereof, at and for the following price(s) set forth on this Bid Form.

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

Advertisement of Notice of Invitation for Bids

Instructions to Bidders

Commitment to M/WBE Participation

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

Bid Bond

Addenda (as applicable)

Equal Employment Opportunity Provisions (Appendix A and Appendix F)

Bid Form

Contract Form

General Contract Conditions

Special Contract Conditions

Performance and Payment Bond

Notice to Apparent Low Bidder

Notice to Proceed

Contractor's Certification of Payment Form

Final/Partial Lien Release Form

Final Receipt

Change Orders (as applicable)

Federal Requirements (as applicable)

Prevailing Wage Rate Schedule(s)

Technical Specifications

Contract Drawing

Accepted Shop Drawings

Certificate of Insurance

Item No.	Description and Price	Estimated Quantity	Estimated Cost
201-00000	CLEARING AND GRUBBING at the unit price of \$	3 EA	s 10,500.00
202-00026	REMOVAL OF SLOPE AND DITCH PAVING a the unit price of \$	at 15 SY	s 1,650.00
202-00200	REMOVAL OF SIDEWALK at the unit price of per square yard.	30 SY	s 1,050.00
202-00203	REMOVAL OF CURB AND GUTTER at the unit price of \$ per linear foot.	422 LF	s 4.220.00
202-00206	REMOVAL OF CONCRETE CURB RAMP at th unit price of \$	e 100 SY	s 3,500.00
202-00220	REMOVAL OF ASPHALT MAT at the unit price per square yard.	of 196 SY	s 6,860,00
202-00495	REMOVAL OF PORTIONS OF PRESENT STRUCTURE at the unit price of \$	2 3 EA per	s 22,500.00
202-04002	CLEAN CULVERT at the unit price of per each.	6 EA	s 4,200.00
203-01597	POTHOLING at the unit price of \$ 200.00 hour.	per 10 HR	s_2,000.00
206-00000	STRUCTURE EXCAVATION at the unit price of per cubic yard.	326 CY	s 14,670,00
206-00200	STRUCTURE BACKFILL (CLASS 2) at the unit price of \$ per cubic yard.	259 CY	s 16,835.00
208	EROSION CONTROL at the unit price of per each.	3 EA	s 22,500,00
210-00810	RESET GROUND SIGN at the unit price of per each.	6 EA	s_1,800,00
403-00720	HOT MIX ASPHALT (PATCHING)(ASPHALT) the unit price of \$ per ton.	at 73 TON	s 18,250,00

Item No.	Description and Price	Estimated Quantity	Estimated Cost
507-00000	CONCRETE SLOPE AND DITCH PAVING at the unit price of \$ per cubic yard.	e 27 CY	s 20,250.00
514-00201	PEDESTRIAN RAILING (STEEL)(SPECIAL) at unit price of \$ per linear foot.	the 245 LF	s 122,500.00
601-03050	CONCRETE CLASS D (WALL) at the unit price of per cubic yard.	f 97 CY	s 145,500.00
601-40300	STRUCTURAL CONCRETE COATING at the ur price of \$ per square yard.	nit 337 SY	s 6,740.00
602-00020	REINFORCING STEEL (EPOXY COATED) at the unit price of \$ per pound.	ne 14,635 LB	s 29,270,00
608-00005	CONCRETE SIDEWALK (SPECIAL) at the unit price of \$ /3000 per square yard.	77 SY	s 10,010.00
608-00012	CURB RAMP (SPECIAL) at the unit price of per square yard.	144 SY	s 28,800,00
609-21023	CURB AND GUTTER TYPE 2 (SECTION II-B)(SPECIAL) at the unit price of \$	308 LF	s_12,320.00
620-00020	SANITARY FACILITY at the unit price of per each.	3 EA	s 1,500.00
623-00001	IRRIGATION RECONSTRUCTION (EAGLE) at the unit price of \$	t 1 LS	s 6,000.00
623-00002	IRRIGATION RECONSTRUCTION (ALTURA) the unit price of \$ 6000 per lump sum.	at 1 LS	s 6,000,00
623-00003	IRRIGATION ADJUSTMENT (GRANBY) at the unit price of \$	1 LS	s 2,500.00
625-00000	CONSTRUCTION SURVEYING at the unit price of per each.	of 3 EA	s_6,000,00
626-00000	MOBILIZATION at the unit price of \$ /9,000 per each.	3 EA	s 57,000,00

Item No. Description and Price Estimated Quantity Estimated Cost

630-10005 CONSTRUCTION TRAFFIC CONTROL at the unit 3 EA price of \$ 20000 per each. \$ 60,000.00

	otal Amount (201-00 otal bid items)	0000 through 630-1000	5 (Twenty-	\$ 644,97	2
Textura ® l Amount)	Fee from table on Pa	ge BF-3 (based on Bid	Items Total	s_3,250	00
Bid Items T Amount	otal Amount plus To	extura® Fee equals To	tal Bid	s 648,17	500
Total Bid Am	ount: SIX Hu	SDRED FORT	y E164.	THOUSAND),
ONE HO	100	ENTY FIVE AD	ollars (\$ /	11010100	
100	700		onars (5	70,119,00)
Enclosed with be paid to and be to be the best b	this bid is a bid guara OF BID MOUNT. The become the property of the big the City; (ii) the City	pproved by the Manager, antee, as defined in the a Undersigned Bidder agre the City as liquidated dama notifies the Undersigned late the Contract in the for	ttached Instruction in the entire ges, and not as Bidder that it is	tions to Bidders, in the re amount of this bid gu a penalty, if: (i) the bid i the Apparent Low Bid	e amount o arantee is to s considered der: and (iii
proofs of insura	ance, within five (5) day	ys after the date of such no	otification.	or to furnish the require	ed bond and
The following	persons, firms or corpor	rations are interested with	the Undersigne	ed Bidder in this bid:	
Name:	/	Name:	/		
Address:		Address:	1		
If there are no	such persons, firms, or o	corporations, please so sta	te in the follow	ving space.	
Conne	2 16 11 TE	SUCH PERS	1 Tur	BIDDES ON)
		WIND WIND	THE	DIVUGE	
THIS	BID.	- 10			

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;	Proposed Subcontractor and Address
626-00000, 206-00200	Work	Cesare
208, 626-00000	2.33	ECS
625-00000	0.56	Infinity Solutions
630-10005,626-0000	6.20	Innovative Traffic Control Specialists
403-00720 , 626-00000	2.96	Loya Construction
	-	
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(Copy this page if additional room is required.)



List of Proposed MWBE Bidders, Subcontractors, Suppliers (Manufacturers) or Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 W. Colfax Ave. Dept. 907
Denver, CO 80202
Phone: 720-913-1999
DSBO@denvergov.org

	Suppliers (Manu Broke	facture		Phone: 720-913-1999 DSBO@denvergov.org
City & County of Denver Co	ontract No.: 202	2053	3704	
The undersigned Bidder propose CURRENTLY certified by the Ci opening will count toward satisfa Brokers. MWBE prime bidders additional MWBE.	ity and County of Denvi	er. Only	the level of MWBE par	rticipation listed at the bid
Business Name: LL . II		Bidder		
	rk. Inc.			
Address: 5085 Harla	an St.	Con	tact Person: Na+	nan Randall
Type of Service:	Certified MWB	1	ar Amount: \$: 510 , 0 ° e Bidder	Percent of Project: 78,59%
Business Name:				
Address:		Con	tact Person:	***************************************
Type of Service:		Dolla	ar Amount: 5;	Percent of Project:
Subcontracto	ors, Suppliers Manu	facture	rs or Brokers (check	one box)
✓ Subcontractor (√)	Supplier (√)		Manufacturer (1)	Broker (1)
Business Name: Cesare	Inc.			
Address: 7108 S. A		Туре	of Service: Test	ina
Contact Person: Craig			ar Amount: \$: 7, 500	
✓ Subcontractor (∜)	Supplier (√)		Manufacturer (1)	Broker (1)
Business Name: ECS				
Address: 2120 W 7th	Ave	Туре	of Service: Erosia	en Control
Contact Person: Jessica	Acosta	Dolla	ar Amount: \$: 15, 000	0.00 Percent of Project: 2.33
Subcontractor (1)	✓ Supplier (√)		Manufacturer (1)	Broker (1)
Business Name: Hot Sh	not Supply			
Address: 5351 Lincoln	n St	Туре	of Service: Supp	lier
Contact Person: Mike	hannon	Dolla		2.00 Percent of Project: 7.64

Rev 051816JE

Subcontractor	s, Suppliers Manuf	acture	s or Brokers (check one b	oox)
✓ Subcontractor (√)	Supplier (√)		Manufacturer (√)	Broker (1)
Business Name: Infinity	Solutions			
Address: 10465 Melo			of Service: Survey	
Contact Person: Joe Ji	menez	Dolla	r Amount: \$: 3,600.06	Percent of Project: . 56
✓ Subcontractor (√)	Supplier (√)		Manufacturer (√)	Broker (√)
Business Name: Innovati	ve Traffic (Cont	rol Specialist	
Address: 4104 W. Eis	senhower Blvo	Туре	of Service: Traffic (Control
Contact Person: David T	Backney	Dolla	r Amount: \$: 40,000.00	Percent of Project 6.20
✓ Subcontractor (√)	Supplier (√)		Manufacturer (√)	Broker (√)
	Construction			
Address: PO Box 2115	55	Туре	of Service: Asphalt	Paving
Contact Person: Jesse	Loya	Dolla	r Amount: \$: 19,100.00	Percent of Project: 2.96
Subcontractor (√)	Supplier (1)		Manufacturer (√)	Broker (√)
Business Name: Velocity	Ready Mix	X		
Address: 7555 E 4	1st Ave	Туре	of Service: Supplier	
Contact Person: Tanya /	Marchiol	Dolla	r Amount: \$: 35,890.00	Percent of Project: 5.56
Subcontractor (1)	Supplier (√)		Manufacturer (√)	Broker (√)
Business Name:		,	The second secon	
Address:		Туре	of Service:	
Contact Person:		Dolla	r Amount: \$:	Percent of Project:
Subcontractor (√)	Supplier (√)		Manufacturer (√)	Broker (1)
Business Name:			- Inc.	
Address:		Type	of Service:	
Contact Person:		Dolla	r Amount: \$:	Percent of Project:
Subcontractor (1)	Supplier (√)		Manufacturer (√)	Broker (√)
Business Name:				
Address:		Type	of Service:	
Contact Person:		Dolla	r Amount: \$:	Percent of Project:

Rev 031816JE

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

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

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

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

Business Address of Bidder: 5085 Harlan
City, State, Zip Code: Denver CO 80212
Telephone Number of Bidder: 303 - 423 - 8005
Fax No. 303-423-8025
Social Security or Federal Employer ID Number of Bidder: 84-1177.493
Name and location of the last work of this kind herein contemplated upon which the Bidder was engaged:
Montbello Railings Phase 2 Denver
For information relative thereto, please refer to:
Name: Michael Lopez
Title: Project Manager
Address: 201 W Colfax Denver
The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:
Addenda Number Date 3 - 26 - 2020
Addenda Number Date
Addenda Number Date
Dated this day of

ure of Bidder:		
If an Individual:		doing busines
	as	
If a Partnership:	1	
	by:	General Partne
If a Corporation:	Hallmark, Inc	
	a Colorado	Corporation
	by: / Deale	wonce, its President
Attest:		
Grana S	Hawtonco	
Secretary	(Corporate Seal)	
nt Vantura signatura a	Call Taint Vanture and the ALLA	
	f all Joint Venture participants. NIA	
Firm:		
Corporation (), Partner	ship () or () Limited Liability Company	/
Ву:	(If a Co	rporation)
Title:	Attest:	
	Secretar	ry (Corporate Seal)
Firm:		. (
	Secretar	
	Secretary ship () or () Limited Liability Company (If a Co.	2 (7.1)
Corporation (), Partner	Secretary ship () or () Limited Liability Company	
Corporation (), Partner By:	Secretary ship () or () Limited Liability Company (If a Co.	rporation)
Corporation (), Partner By:	Secretary ship () or () Limited Liability Company (If a Co Attest:	rporation)
Corporation (), Partner By: Title: Firm:	Secretary ship () or () Limited Liability Company (If a Co-Attest:	rporation) ry (Corporate Seal)
Corporation (), Partner By: Title: Firm:	ship () or () Limited Liability Company (If a Co. Attest: Secretar Ship () or () Limited Liability Company (If a Co.	rporation) ry (Corporate Seal)
Corporation (), Partner By: Title: Firm: Corporation (), Partner	ship () or () Limited Liability Company (If a Co. Attest: Secretar Ship () or () Limited Liability Company	rporation) ry (Corporate Seal)



Office of Economic Development **Division of Small Business Opportunity** Compliance Unit

201 W. Colfax Ave. Dept. 907 Denver, CO 80202 Phone: 720-913-1999 DSBO@denvergov.org

COMMITMENT TO MWBE PARTICIPATION

The Bidder/Proposer is committed to the minimum 21.41 % MWBE utilization on the project, and we submit Letters of Intent (LOI) for each subcontractor/subconsultant listed in the Bid Forms as follows: Hard Bids: Three (3) business days after the bid opening. Request for Proposals/Qualifications: With the proposal when due. Compliance Plans: With each task/work order The Bidder/Proposer is unable to meet the project goal of% MWBE, but is committed to a minimum of % MWBE utilization on the project. The Bidder/Proposer understands that they mus submit a detailed statement of their good faith effort under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or no later than three (3 after bid opening as a matter of responsibility as in accordance with DRMC Section 28-62 and 28-67 of Ordinance 85 to the Division of Small Business Opportunity. The Bidder/Proposer is a certified MWBE in good standing with the City and is committed to self-perfiminimum of % of the work on the contract. Bidder/Proposer (Name of Firm): Hallmack Inc. Firm's Representative (Please print): Robert Jaurence Signature (Firm's Representative)	er
minimum of	ill
Bidder/Proposer (Name of Firm): Hallmark, Inc. Firm's Representative (Please print): Robert Jawrence	
Firm's Representative (Please print): Robert Gaurence	orm a
Firm's Representative (Please print): Robert Gaurence	
() / July XI / July XI	
Title: President	
Address: 5085 Harlan St	
City: Denver State: CO Zip: 80212	
Phone: 303-423-8005 Fax: 303-423-8025 Email: Hallmark 5040@hotmail	1.com
A copy of the MWBE Certification letter must be attached to each Letter of Intent (LOI).	

DocuSign Envelope ID: EC235B39-C1B3-44B0-9A50-FBEEE466A9AE



Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 West Colfax Ave., Dept. 907

Denver, CO 80202 Phone: 720-913-1999

LETTER OF INTENT (LOI) INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to <u>dsbo@denvergov.org</u>,
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 202053704	Project Nan	-	Montbello Ra				
A. The Follo This Letter of Intent Mu	wing Section Is	s To Be C	Completed by ti	t and wilde	onsultant E, SBE, EBI	or DBE	
Name of Bidder/Consultant: Hallma	rk, Inc.		Self-Perior □ Yes √	ming.	Phone:	303-42	3-8005
ontact Person: Nathan Randall		Email: Hallmark5040@hotmail.com		mail.com	Fax:	303-423-8	0.000
Address: 5085 Harlan St		City			CO	Zip:	80212
B. The Following Sect This Letter of Intent N	tion is To Be C Must be Signed	ompleted by the N	by the M/WBE M/WBE, SBE, E	BE or DBE	or DBE, at and Bidder/	any Tier Consultan	t
	onmental Consu				Phone: 72	0-432-1327	
Trains of our		Email:	a@ECScomplian	nce.com	Fax: NA		
Contact Person: Jessica Acosta Address: 2120 W 7 th Ave		City: De			State:CO	Zip:	80204
Please check the designation wanted applies to the certified firm.	(1)	1	SBE (√)	EBE (√)		DBE (√)	/
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May 31, 2019

Jessica Acosta Environmental Consulting Services DBA ECS 2120 W. 7th Ave. Denver. CO 80204

Dear Jessica Acosta:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Environmental Consulting Services DBA ECS for certification as a **Minority/Women Business Enterprise** (**M/WBE**). Environmental Consulting Services DBA ECS will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

May 31, 2019 to May 30, 2020

Listed below is each NAICS code for which Environmental Consulting Services DBA ECS is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 236220: PROJECT MANAGEMENT

DENVER 237310: CONSTRUCTION MANAGEMENT, HIGHWAY, ROAD, STREET AND BRIDGE

DENVER 541620: ENVIRONMENTAL CONSULTING SERVICES DENVER 541620: SITE REMEDIATION CONSULTING SERVICES

DENVER 561730: EROSION CONTROL SERVICES

DENVER 562910: ASBESTOS ABATEMENT SERVICES

DENVER 562910: ENVIRONMENTAL REMEDIATION SERVICES

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

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.denvergov.org/purchasing Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson

Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver

P: (720) 913-1701 | adrina.gibson@denvergov.org

DocuSign Envelope ID: EC235B39-C1B3-44B0-9A50-FBEEE466A9AE



Office of Economic Development Division of Small Business Opportunity Compliance Unit 201 West Colfax Ave., Dept. 907

Denver, CO 80202 Phone: 720-913-1999 LETTER OF INTENT (LOI)
INSTRUCTIONS FOR COMPLETION & SUBMISSION:

All lines must be completed or marked N/A for Not Applicable

Certification Letter must be submitted with LOI

Submit the attached completed checklist with this letter

Email to dsbo@denvergov.org ,

FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 202053704	Proje	ct Nan	ne:	Montbe	llo Railin	gs Pha	se 3		
A. The Fol	llowing Se	ection Is	To Be C	Completed	d by the B	idder/Co	onsultant E, SBE, EBI	E or DBE	
Name of Bidder/Consultant: Halln	nark, Inc.	gired b	y the Die	Self-	Performing es √No	3:	Phone:	303-42	3-8005
Alahan Dandall			Ema		@hotmail.	com	Fax:	303-423-8	3025
Contact Person: Nathan Randall Address: 5085 Harlan St			City	0.1	nver		State:	Zip:	80212
B. The Following Se This Letter of Inten	ection is T	o Be Co	ompleted by the M	by the N	I/WBE, SB BE, EBE o	E, EBE	or DBE, at nd Bidder/	any Tier Consultan	t
	Shot Supp			en e parabulos e a medicare e e e e			Phone: 72	0-989-5072	2
Contact Person: Mike Shannon	a shared a ne	-5,	Email: r	mike@hot	shotsupply	.build	Fax: NA		
Address: 5351 Lincoln St			City: De				State:CO	Zip:	80216
Please check the designation applies to the certified firm.	which M	I/WBE	/	SBE	1	EBE	/	DBE (V)	/
Indirect Utilization: If this M/W broker to the Bidder/ Consultant, utilizing the participation of this find A Copy of the Modern to the scope of the work to price hids only identify which	rm:	BE, EB	E or DB	E Letter	of Certifi	cation I	must be A	ttached	n unit
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201 W. Colfax Avenue, #90; Denver, CO Zip 8020; p: 720.913.1996 f: 720.913.1806 www.denvergov.org/dsbr

Denver International Airpor Airport OfDce Building, Suite 7810 8500 Pena Boulevard Denver, CO Zip 80245 p: 303.342.2180 f: 303.342.2190 www.Ñydenver.con

April 30, 2019

Erin Hartman Hot Shot Supply Co. 5351 Lincoln St Denver, CO 80216

Dear Erin Hartman:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Hot Shot Supply Co. for certification as a **Minority/Women Business Enterprise (M/WBE)**. Hot Shot Supply Co. will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

April 30, 2019 to April 29, 2020

Listed below is each NAICS code for which Hot Shot Supply Co. is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 423320: CONCRETE BUILDING PRODUCTS MERCHANT WHOLESALERS

DENVER 423330: ROOFING MATERIALS (EXCEPT WOOD) MERCHANT WHOLESALERS

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

DENVER 423710: POWER HANDTOOLS (E.G., DRILLS, SANDERS, SAWS) MERCHANT WHOLESALERS

DENVER 444190: OTHER BUILDING MATERIAL DEALERS

Supplier of construction materials: Quickcrete, J-Drains, sealants, dowels, rebar cages, paving baskets, concrete blades, drills, tool sets, nail stakes, ADA pavers.

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

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

DocuSign Envelope ID: EC235B39-C1B3-44B0-9A50-FBEEE466A9AE



Office of Economic Development Division of Small Business Opportunity Compliance Unit

201 West Colfax Ave., Dept. 907

Denver, CO 80202 Phone: 720-913-1999

LETTER OF INTENT (LOI) INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org ,
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 202053704	Project Nar	ne:	Montbe	llo Railin	gs Pha	ise 3		
A. The Follo	owing Section Is ust be Signed b	s To Be	dder/Cons	sultant and	d M/WB	onsultant E, SBE, EB	E or DBE	
Name of Bidder/Consultant: Hallmark, Inc.				-Performing es √No	g:	Phone: 303-423-8005		
Contact Person: Nathan Randall			ail: Imark5040	@hotmail.	com	Fax: 303-423-802		
Contact Person: Nathan Randall Address: 5085 Harlan St		City		enver		State: CO	Zip:	80212
B. The Following Sec This Letter of Intent I	tion is To Be C	omplete	d by the N VI/WBE, SI	N/WBE, SB BE, EBE o	E, EBE	or DBE, at and Bidder/	any Tier Consultan	t
	y Solutions					Phone: 30		
Contact Person: Joe Jimenez		Email:	jjimenez@	infinitysure	ey.net	Fax: NA	1	
Address: 10465 Melody Dr.		City: N	orthglenn			State:CO	Zip:	80234
Please check the designation wapplies to the certified firm.	which M/WBE	/	SBE	/	EBE		DBE (√)	~
broker to the Bidder/ Consultant, plutilizing the participation of this firm A Copy of the M/V Identify the scope of the work to be	vBE, SBE, EB	E or DB	E Letter	of Certific	cation	must be A	ttached	n unit
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201 W. Colfax Avenue, #907 Denver, CO Zip 80202 p: 720.913.1999 f: 720.913.1809 www.denvergov.org/dsbo

Denver International Airport Airport OfDce Building, Suite 7810 8500 Pena Boulevard Denver, CO Zip 80249 p: 303.342.2180 f: 303.342.2190 www.Ñydenver.com



August 27, 2019

Joseph Jimenez Infinity Solutions Incorporate 10465 Melody Drive Suite 225 Northglenn, CO 80234

Dear Joseph Jimenez:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Infinity Solutions Incorporate for certification as a **Minority/Women Business Enterprise (M/WBE)**. Infinity Solutions Incorporate will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

August 26, 2019 to August 25, 2020

Listed below is each NAICS code for which Infinity Solutions Incorporate is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 541340: DRAFTING SERVICES

DENVER 541370: GEOGRAPHIC INFORMATION SYSTEM (GIS) BASE MAPPING SERVICES

DENVER 541370: LAND SURVEYING SERVICES

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

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

estina

Adrina Gibson



Office of Economic Development Division of Small Business Opportunity Compliance Unit 201 West Colfax Ave., Dept. 907

Denver, CO 80202 Phone: 720-913-1999

LETTER OF INTENT (LOI) INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- · Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org ,
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 202053704	Project Na	me:	Montbe	llo Railin	95 1 110.			
A. The Foll	lowing Section	Is To Be C	omplete	d by the B	idder/Co	nsultant	BE or DBE	
This Letter of Intent Must be Signed by the Bidder/Consultant and ame of Bidder/Consultant: Hallmark, Inc. Self-Performing: □ Yes √ No						Phone:		23-8005
Nother Pandall		Emai	il:	@hotmail.	com	Fax:	303-423	-8025
Contact Person: Nathan Randall Address: 5085 Harlan St		City:		enver		State: CO	Zip:	80212
B. The Following Se This Letter of Intent	ction is To Be C	completed d by the M	by the N	//WBE, SB BE, EBE o	E, EBE o	or DBE, a	at any Tier r/Consulta	nt
	vative Traffic Cor						20-341-33	
Contact Person: David Pinckney	and agree of the second statement of the second sec	Email: d	pinckney	@itcsdenve	er.com	Fax: 970	-667-0774	
Address: 4104 W Eisenhower Blvd	d	City: Lov	eland			State:CC	Zip:	80537
Please check the designation applies to the certified firm.	which M/WBE	/	SBE	/	EBE	/	DBE (V)
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Office of Economic Development
Division of Small Business Opportunity

201 W. Colfax Avenue, #907 Denver, CO Zip 80202 p: 720.913.1999 f: 720.913.1809 www.denvergov.org/dsbo

Denver International Airport Airport Office Building, Suite 7810 8500 Pena Boulevard Denver, CO Zip 80249 p: 303.342.2180 f: 303.342.2190

www.flydenver.com



October 3, 2018

David Pinkney Innovative Traffic Control Specialists - Loveland, CO 4104 W. Eisenhower Blvd Loveland, CO 80537-3392

Dear David Pinkney:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Innovative Traffic Control Specialists - Loveland, CO for certification as a **Minority/Women Business Enterprise (M/WBE)**. Innovative Traffic Control Specialists - Loveland, CO will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

October 3, 2018 to October 2, 2019

Listed below is each NAICS code for which Innovative Traffic Control Specialists - Loveland, CO is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

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

Traffic Control Services.

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

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE **Certification is valid for a period of one (1) year, and must be renewed annually.** It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Tanya Davis Director

anya De



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

LETTER OF INTENT (LOI) INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org,
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 202053704	Project Na	me:	Montbello F	Railings Ph	ase 3		
A. The Fol This Letter of Intent M	lowing Section	Is To Be	Completed by	the Bidder/	Consultant	E or DRE	-
Name of Bidder/Consultant: Hallm		by the bi	Self-Perfo	orming:	Phone:	303-42	3-8005
Contact Person: Nathan Randall	Email:				Fax:	303-423-8	3025
Address: 5085 Harlan St		City	: Denver		State:	Zip:	80212
B. The Following Se This Letter of Intent							t
The state of the s	Construction		to Maria das assessadances	ATT) 254-3702	
Contact Person: Jesse Loya		Email: loyacor	struction@yah	oo.com	Fax: NA		
Address: P.O. Box 211555		City: De	enver		State:CO	Zip:8022	1
Please check the designation vapplies to the certified firm.	which M/WBE	1	SBE	EBE		DBE (√)	/
price bids only, identify which b		e M/WBE	/SBE/EBE/DBE	s scope of	work or sup	ply corres	ponds to
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√ Subcontractor/Subconsul	tant (√)	Supp	olier (√)		Bi		
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Office of Economic Development Division of Small Business Opportunity

> 201 W. Colfax Avenue, #907 Denver, CO Zip 80202 p: 720.913.1999 f: 720.913.1809 www.denvergov.org/dsbo

Denver International Airport Airport Office Building, Suite 7810 8500 Pena Boulevard Denver, CO Zip 80249 p: 303.342.2180 f: 303.342.2190 www.flydenver.com

DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

September 3, 2019

Yesenia Loya Loya Construction, Inc. DBA N/A PO Box 211555 Denver, CO 80221

Dear Yesenia Loya:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Loya Construction, Inc. DBA N/A for certification as a **Minority/Women Business Enterprise (M/WBE)**. Loya Construction, Inc. DBA N/A will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

August 29, 2019 to August 28, 2020

Listed below is each NAICS code for which Loya Construction, Inc. DBA N/A is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 237310: ASPHALT PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)

DENVER 237310: CURBS AND STREET GUTTERS, HIGHWAY, ROAD AND STREET, CONSTRUCTION

DENVER 238390: WATERPROOFING CONTRACTORS

DENVER 484220: GRAVEL HAULING, LOCAL DENVER 484220: SAND HAULING, LOCAL

DENVER 484220: TOP-SOIL HAULING, LOCAL

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

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.denvergov.org/purchasing for upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson

Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver

P: (720) 913-1701 | adrina.gibson@denvergov.org

DocuSign Envelope ID: EC235B39-C1B3-44B0-9A50-FBEEE466A9AE



Office of Economic Development Division of Small Business Opportunity Compliance Unit 201 West Colfax Ave., Dept. 907

Denver, CO 80202 Phone: 720-913-1999

LETTER OF INTENT (LOI) INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Certification Letter must be submitted with LOI
- Submit the attached completed checklist with this letter
- Email to dsbo@denvergov.org,
- FOR RFPs and RFQs: LOIs should be included with Submittal

ontract No.: 202053704	Project Nam		-	llo Railin	-				
A. The Follo	owing Section Is	To Be C	omplete der/Cons	d by the B sultant and	idder/C	onsultant E, SBE, EBI	E or DBE		
ame of Bidder/Consultant: Hallma	ark, Inc.		□ Y	Performing es √No	g:	Phone:	303-423	-8005	
ontact Person: Nathan Randall	rson: Nathan Randall		Email: Hallmark5040@hotmail.com			Fax:	303-423-8		
Iress: 5085 Harlan St		City:		nver		СО	Zip:	80212	
B. The Following Sec This Letter of Intent	tion is To Be Co Must be Signed	ompleted by the M	by the NI/WBE, S	M/WBE, SE BE, EBE o	SE, EBE or DBE a	or DBE, at and Bidder/	any Tier Consultant		
AND THE PARTY OF T	city Ready Mix					Phone:303	3-870-5722		
tanic or continue		Email: ta	anya@vr	mconcrete.	.com	Fax: NA			
Contact Person: Tanya Marchiol Address: 7555 E 41 st Ave		City: De				State:CO	Zip:80216		
Please check the designation vapplies to the certified firm.	(5)	1	SBE		EBE		DBE (√)	/	
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Office of Economic Development Division of Small Business Opportunity

> 201 W. Colfax Avenue, #907 Denver, CO Zip 80202 p; 720.913.1999 f: 720.913.1809 www.denvergov.org/dsbo

Denver International Airport Airport Office Building, Suite 7810 8500 Pena Boulevard Denver, CO Zip 80249 p: 303.342.2180 f: 303.342.2190 www.flydenver.com

DENVER OFFICE OF ECONOMIC DEVELOPMENT

January 17, 2020

Suzanne Marchiol Vasquez Ready Mix, LLC DBA Velocity Ready Mix 7555 E. 41st Ave. Denver, CO 80216

Dear Suzanne Marchiol:

SUBJECT: Minority/Women Business Enterprise (M/WBE) Certification, Pursuant to Article III of Chapter 28, Div. 3 of the D.R.M.C. Construction, Reconstruction, Remodeling and Professional Design, Construction Services and Concessions

The City and County of Denver's Division of Small Business Opportunity (DSBO) has approved Vasquez Ready Mix, LLC DBA Velocity Ready Mix for certification as a **Minority/Women Business Enterprise (M/WBE)**. Vasquez Ready Mix, LLC DBA Velocity Ready Mix will be listed in the City and County of Denver's Minority/Women Business Enterprise (M/WBE) Certification Directory. Your firm is certified with the following certification dates:

October 25, 2019 to October 24, 2020

Listed below is each NAICS code for which Vasquez Ready Mix, LLC DBA Velocity Ready Mix is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 238110: CONCRETE FINISHING (11 M)

DENVER 238120: CONCRETE PRODUCT (E.G., STRUCTURAL PRECAST, STRUCTURAL PRESTRESSED) INSTALLATION

DENVER 327320: READY-MIX CONCRETE MANUFACTURING AND DISTRIBUTING

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

Your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify DSBO immediately. Failure to report any of these changes may result in removal of your business enterprise from the Certification Directory and possible revocation of certification of your business enterprise as an M/WBE.

Please be aware that your M/WBE Certification is valid for a period of one (1) year, and must be renewed annually. It is your responsibility to request and submit a renewal application and all of the documents required within the renewal application in order for your renewal to be processed. Your application and accompanying documents should be sent electronically to our office at least thirty (30) days prior to the expiration date of your M/WBE Certification.

You may visit www.work4denver.com to view upcoming Construction/Professional Service bidding opportunities, or www.denver.com to view upcoming Goods & Services bid opportunities. This letter must be attached to your Letter of Intent (LOI) for bidding opportunities in which you may be utilized for goal participation.

Sincerely,

Adrina Gibson

Director of the Division of Small Business Opportunity
Office of Economic Development | City and County of Denver

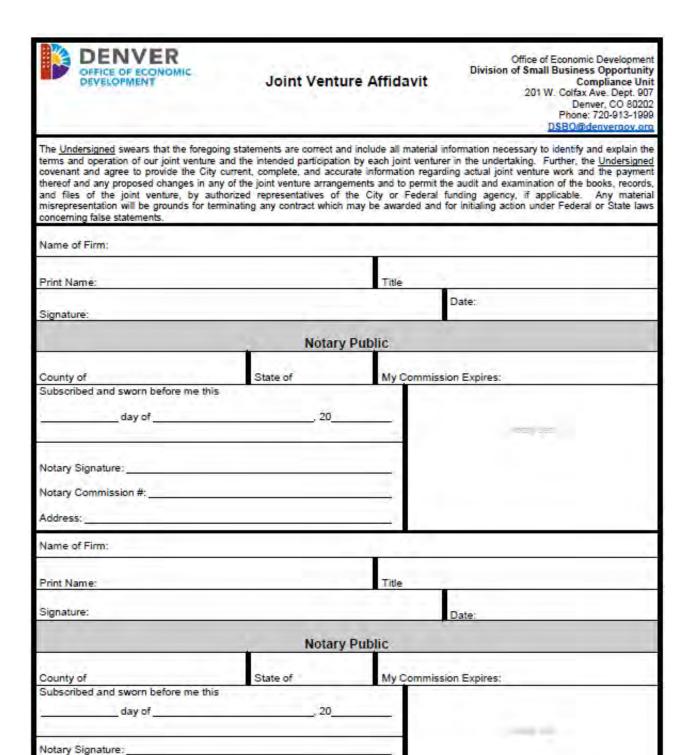
P: (720) 913-1701 | adrina.gibson@denvergov.org

Letter of Intent (LOI) Checklist

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

Completed ✓	
	Project Number & Project Name
	Section A: Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email
	Section B: Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email
	Designation checked for MBE/WBE, SBE, EBE or DBE
	Indirect Utilization: Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 nd tier subcontractor/subconsultant, supplier or broker.
	Scope of work performed or item supplied by M/WBE, SBE, EBE or DBE
	Line items performed, if line-item bid.
	Copy of M/WBE, SBE, EBE or DBE Letter of Certification Attached
	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
	If project is a hard bid
	Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
	Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
	If project is an RFP/RFQ
	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.
	Fee amount if fee amount of work to be performed is requested.
	Bidder/Consultant's Signature, Title & Date
	M/WBE, SBE, EBE or DBE Firm's Signature, Title and Date
	SUBMITTED VIA For Construction Hard Bids ONLY, Bidders are strongly urged to
	deliver the LOI via one of the methods below. (The preferred method is to
Select One ✓	scan/email completed forms to email address below. Delivery to any other point cannot be guaranteed timely delivery.)
	Email to DSBO@denvergov.org

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



Address:

Notary Commission #: _____



JOINT VENTURE ELIGIBILITY FORM

Office of Economic Development Division of Small Business Opportunity Compliance Unit

201 W. Colfax Ave. Dept. 907 Denver, CO 80202 Phone: 720-913-1999 DSBO@denvergov.org

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

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

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

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

	Joint Venture Inform	nation	
Name:		Contact Person:	
Address:			
City:	State: Zip	Phone:	
	Joint Venture Partic	ipants	
Name:		Contact Person:	
Address:			
City:	State: Zip	Phone:	
% Ownership: Certi	fying ty:	Type Certific (S/E/M/W or	
Type of Work for which Certification	on was granted:		
Name:		Contact Person:	
Address:	9 - 5		
City:	State: Zip	: Phone:	
% Ownership: Certi	fying ty:	Type Certific (S/E/M/W or	
Type of Work for which Certification	on was granted:		V
	General Informat	ion	
SBE/EBE/MBE/WBE/DBE Initial C	Capital Contributions: \$		%
Future capital contributions (expla	in requirements) (attach additional sh	eets if necessary):	
Source of Funds for the SBE/EBE	/MBE/WBE/DBE Capital Contribution	S:	
Describe the portion of the work o sheets if necessary)	r elements of the business controlled	by the SBE/EBE/MBE/WBE or	r DBE: (attach additional

Describe the portion of the work or elements of the business controlled by non-SBE/EBE/MBE/WBE or DBE: (attach additional sheets if necessary)
JOINT VENTURE ELIGIBILITY FORM
General information
Describe the SBE/EBE/MBE/WBE or DBE's involvement in the overall management of the joint venture (e.g., participation on a management committee or managing board voting rights, etc.) (attach additional sheets if necessary)
Describe the SBE/EBE/MBE/WBE or DBE's share in the profits of the joint venture:
Describe the SBE/EBE/MBE/WBE or DBE's share in the risks of the joint venture:
Describe there roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):
a. SBE/EBE/MBE/WBE or DBE joint venture participant:
b. Non- SBE/EBE/MBE/WBE or DBE joint venture participant:
Describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary):
a. SBE/EBE/MBE/WBE or DBE joint venture participant:
b. Non- SBE/EBE/MBE/WBE or DBE joint venture participant:

Which firm will be responsible for accounting functions relative to the joint venture's business?					
•	Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties?				
management emplo	Please provide information relating to the approximate <u>number</u> of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the S/E/MWBE/DBE, non- S/E/MWBE/DBE or joint venture:				
	Non	- SBE/EBE/M/WBE/DBE	SBE/EBE/M/WBE/DBE	Joint Venture	
Management					
Administrative					
Support					
Hourly Employees					
		JOINT VENTURE E	ELIGIBILITY FORM		
		General In	formation		
Please provide the	name of the		hiring employees for the joint vent	ure.	
Who will they be en	nployed by?				
	Are any of the proposed joint venture employees currently employees of any of the joint venture Yes No				
If yes, please list the necessary)	e number and	d positions and indicate which firm	currently employs the individual(s), (use additional sheets if	
Number of employees		Position	Employ	yed By	
Attach a copy of the proposed joint venture agreement, promissory note or loan agreement (if applicable), and any and all written agreements between the joint venture partners.					
List all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved.					
If there are any significant changes in or pertaining to this submittal, the joint venture members must immediately notify the Division of Small Business Opportunity.					

COMP-FRM-015

CITY AND COUNTY OF DENVER DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: THAT Hal Ina ,rlanc., 5085 Harlar St. Den ev, CO8021	2	as
Principal, and American Contractors Indemnity Compa		a corporation organized and
existing under and by virtue of the laws of the State		
within the State of Colorado, as Surety, are held an as Obligee, in full and just sum of Figure 1 ve Peat of the		id County of Denver, Colorado,
Dollars, (\$_5%), lawful money of the		
to be made, we bind ourselves, our heirs, executors	s, administrators, successors and	d assigns, jointly and severally,
firmly by these presents:		
WHEREAS, the said Principal is herewith	submitting its bid, dated April	2
2020, for the construction of: Contract No. 202053		
Contract Documents for the City and County of Der		
receiving said bid that the Principal deposit specific		
of the amount of said bid, as it relates to work to be		
the Principal to execute the Contract, for such const the contract is offered him that said sum be paid in		
penalty, for the Principal's failure to perform.	innediatory to the Congee as in	quidated damages, and not as a
Former, to the composition of th		
The condition of this obligation is such the		
therefore, on the prescribed form presented to him		
accordance with his bid as accepted and give Perfo		
sureties, upon the form prescribed by the Obligee, Contract, or in the event of withdrawal of said bid v		
the sum determined upon herein, as liquidated dam		
into said contract and give such Performance and		
shall be null and void, otherwise to remain in full for	orce and effect.	
	2md 1 C Aunti	20.20
Signed, sealed and delivered this	2nd day of April	, 20_20.
ATTEST	Hallmark, Inc.	
Man 101 Busines	Principal	
Town the second	Bar 16	Remo
Secretary		The war
Clauxona Clauxona	Title: President	
GLANT 2 ANMINIC		
	American ContractorsInde	mnity Company
	Surety	0
	Ву:	
Seal if Bidder is Corporation	Charles J. Schultz, Art	
(Attach Power-of-Attorney)		[SEAL]



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Charles J. Schultz of Littleton Colorado

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018. AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY State of California
County of Los Angeles County of Los Angeles Daniel P. Aguilar, Vice President
The state of the s
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document
which this certificate is attached, and not the truthfulness, accuracy, or validity of that document On this 1 st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument
which this certificate is attached, and not the truthfulness, accuracy, or validity of that document On this 1 st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
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which this certificate is attached, and not the truthfulness, accuracy, or validity of that document On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature (seal) SONA CAREAD Notary Paulic Confidential Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect. In Witness Whereof 1-have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 2 day of American Contractors and affixed the seals of said Companies at Los Angeles, California this 2 day of American Contractors and affixed the seals of said Companies at Los Angeles, California this 2 day of American Contractors are my hand and affixed the seals of said Companies at Los Angeles, California this 2 day of American Contractors and affixed the seals of said Companies at Los Angeles, California this 2 day of American Contractors.
which this certificate is attached, and not the truthfulness, accuracy, or validity of that document On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature (seal) Sonna, Carrety Sonna, Carrety Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect. In Witness Whoreof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this



Office of Economic Development

Division of Small Business Opportunity 201 W Colfax Ave, Dept 907 Denver, CO 80202 P: 720.913.1714

F: 720.913.1809 www.denvergov.org/oed

Diversity and Inclusiveness* in City Solicitations Information Request Form

Denver Executive Order No. 101 establishes strategies between the City and private industry to use diversity and inclusiveness to promote economic development in the City and County of Denver and to encourage more businesses to compete for City contracts and procurements. The Executive Order requires, among other things, the collection of certain information regarding the practices of the City's contractors and consultants toward diversity and inclusiveness and encourages/requires City agencies to include diversity and inclusiveness policies in selection criteria where legally permitted in solicitations for City services or goods.

Answer each question below. Missing or incomplete responses will be recorded as "no", "not applicable", or "none". A proposal or response to a solicitation by a contractor/consultant that does not include this completed form shall be deemed non-responsive and rejected.

1 011 1

Business Email Address * Hallmark 5040@ hotmail.com					
Enter Email Address of City and County of Denver contact person facilitating this solicitation *pw.procurement@denvergov.org					
Project Name * Montbello Railings Phase 3					
Solicitation No. (Check Below if Not Applicable) * 202053704 Check Here if Solicitation No. is N/A					
Name of Your Company *	Name of Your Company * Hallmark, Inc.				
What Industry is Your Business	? *				
☐ Technology ☐ Construction, Landscape, Maintenance Services	☐ Financial ☐ Goods/Services	☐ Manufacturing ☐ Wholesale/Retail Trade			
☐ Professional	☐ Transportation/Hauling	Other			
Address * 5085 Hacken St					
City * Denver	State <u>CO</u>	Zip Code * <u>80212</u>			
Business Phone Number *	303-423-8005				
Business Facsimile Number 303-423-8025					

1. How ma	any employe	es does your	company employ? *		
□ 1	-10	51-100			
$\boxed{1}$	1-50	Over 100			
1.1 How m	any or your	employees ar	e:		
Numbe	er of Full Tim	ne: * <u>15</u>	Number of Part	: Time: *	ř <u> </u>
2. Do you ⊡∕γ		rsity and Incl	usiveness Program? *		
	and your com gn the form.	npany size is le	ss than 10 employees continu	ue to question 1	0. Complete
If Yes	, does it addre	ess:			
2.1. Emplo	yment and r	retention? *			
Y	es 🗆] No			
		supply chain a	ctivities? *		
✓Y	es \square] No			
	mer Service?	? *			
Y	es 🗆] No			
and progra training pr basis for w	ams. This m ograms, equ vorkplace di	nay include, found of the contract of the cont	our company's diversity a or example, (i) diversity a y policies, and the budget diversity and inclusivend t Applicable, please type	and inclusiven amount spentess training an	ess employee on an annual d information
Ve toster feel emp be familia office 4 a safety	owered and owered and or with our grounds. Div talks.	onment when dimportant r EEO Policy of wersity and I	e each employee is value to our company. We strop have it posted in multiple aclusiveness training is	mgly encourage locations the included during	diversity and e all to rough out the ng our monthly
4. Does you employees	? *	y regularly co	mmunicate its diversity a	nd inclusivene	ess policies to
diversity a	md inclusive Employee Trai Pamphlets Public EEO Pos	eness policies ining	, how does your company to employees? (Select all		mmunicate its
	Other:				

5. How often do you provide training and diversity and inclusiveness principles? *
✓ Monthly
☐ Quarterly
☐ Annually
□ N/A
☐ Other:
5.1 What percentage of the total number of employees generally participate? *
□ 0-25%
□ 26-50%
☑ 51-75%
□ 76-100%
□ N/A
6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below) *
We have FED Policies in place and have many relationships with a diverse
group of subcontractors and suppliers that we value. We also work with
group of subcontractors and suppliers that we value. We also work with DHA for outreach and mentoring programs.
7. Do you have a diversity and inclusiveness committee? *
∑Yes □ No
7.1 If Yes, how often does it meet? *
Quarterly
☐ Annually
☐ Other:
7.2. If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee. (If Not Applicable, please type N/A below) *
ALLA
N/A

6. D 0	Yes	No	.s: **
		ny integrate diversity and inclusion comp performance evaluation plans? *	etencies into
	•	d that you do not have a diversity and inc your company may have to adopt such a p	
NIA	1		
		nformation detailing how to implement a	Diversity and Inclusiveness
11. W progra		nformation detailing how to implement a ☑ No	Diversity and Inclusiveness
progra	am? *		Diversity and Inclusiveness

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

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

CITY AND COUNTY OF DENVER STATE OF COLORADO



DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

Bid Documents Package

Contract Number: 202053704

Montbello Railings Phase 3 February 24, 2020

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. 202053704

MONTBELLO RAILINGS PHASE 3

BID SCHEDULE: 11:00 a.m., Local Time April 2, 2020

Sealed bids will be received in Room 6.G.7, 201 W. Colfax Ave., Denver, CO 80202, beginning at 10:30 a.m., no later than 11:00 a.m., on bid day. All properly delivered bids will then be publicly opened and read aloud.

Bids submitted prior to 10:30 a.m. on the specified bid opening date/time shall be presented at the Office of Contract Administration, Attention: Department of Transportation and Infrastructure Contract Administration, 201 W. Colfax Ave., Department 614, Denver, CO 80202.

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

GENERAL STATEMENT OF WORK:

Remove and replace pedestrian railings along the Montbello Ditch in NE Denver. Three locations / intersections along 53^{rd} & Altura, 53^{rd} & Granby, and 53^{rd} & Eagle are included in this phase.

ESTIMATED CONSTRUCTION COST:

The estimated cost of construction for this project is between \$640,000.00 and \$780,000.00.

TEXTURA CONSTRUCTION PAYMENT MANAGEMENT:

Bidders are required, when preparing a bid, to agree it shall use the Textura® Construction Payment Management System ("Textura") to request payment from the City and to pay subcontractors. All certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Textura. All fees associated with Textura are to be paid by the awarded Contractor. Bidders shall use the pricing scale provided in Instructions to Bidders to price the Textura service appropriately. For details on the company and service, contact the Textura® Corporation at 866-TEXTURA or www.texturacorp.com.

DOCUMENTS AND BID INFORMATION AVAILABLE:

Contract Documents complete with Technical Specifications and, if applicable, construction drawings will be available on the first day of publication at: www.work4denver.com. To download digital Contract Documents at a cost of \$15.00 per download, reference eBid Document Number #6822564. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance.

PRE-BID MEETING:

A pre-bid meeting will be held for this Project at 9:00 a.m., local time, on March 4, 2020. This meeting will take place at: WEBB Building, 201 W. Colfax Ave., 4th Floor Conference Room 4.I.5, Denver, Colorado 80202.

DEADLINE TO SUBMIT QUESTIONS: March 17, 2020 by 10:00 a.m. local time.

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

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

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

20% Minority/Women Business Enterprise (M/WBE) Participation

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

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

MISCELLANEOUS:

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

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

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

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

Publication Dates: February 24, 25, 26, 2020

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, as its bid for the referenced Project.

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

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

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

IB-3 CONTRACT DOCUMENTS AS PUBLISHED BY CITY

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

IB-4 COMPLETING AND SIGNING THE BID FORMS

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

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

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

satisfactory to the City in its sole discretion, to indicate that the other persons are authorized to bind the bidder.

IB-5 UNACCEPTABLE BIDS

The City will not accept bids from Bidders not prequalified with the 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 the Contractor's Bulletin Board (refer to IB-12 CONTRACTOR'S BULLETIN BOARD, for the location of the Contractor's Bulletin Board). If the matter raised requires, in the sole discretion of the Manager, that an addendum to the bid documents be issued, such addendum will be published, and each bidder shall be required to acknowledge the addendum by signing and identifying it in the Bid Form when submitting the bid.

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

IB-11 WITHDRAWAL OF BID

A bidder may withdraw its bid at any time prior to the time for receipt of bids set forth in the Notice of Invitation for Bids by making written request upon the Manager of 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-3, COMPLETING AND SIGNING THE BID FORMS.

IB-12 CONTRACTOR'S BULLETIN BOARD

It shall be conclusively presumed that the bidder has, before submitting any bid, read and shall take full responsibility for all addenda, posted decisions, and other information relevant to the bid posted by the City on the Contractor's Bulletin Board. The Contractor's Bulletin Board is located at 201 W. Colfax, 2nd Floor, Denver, CO 80202, in the Wellington E. Webb Municipal Office Building.

IB-13 PRE-BID MEETING

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

IB-14 ADDENDA

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

IB-15 BID OPENING

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

IB-16 EVALUATION OF BIDS AND BASIS OF BID SELECTION

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

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

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

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

IB-17 NOTICE TO APPARENT LOW BIDDER

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

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

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

IB-18 EXECUTION OF CONTRACT

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

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

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

Date bid or request for qualifications/proposals was advertised: February 24, 2020.

Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the date the Contract was fully executed. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

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

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

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

<u>General</u>. 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.

<u>Sales and Use Tax.</u> 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.

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

IB-25 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

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

managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor's current practices, if any.

Diversity and Inclusiveness information provided by City contractors in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable provided by or obtained from contractor's will be in such reports.

IB-26 MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) REQUIREMENTS

Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 - 28-36 and 28-52 - 28-90 D.R.M.C. and referred to in these Bid Documents as the "M/WBE Ordinance" and any Rules or Regulations promulgated pursuant thereto apply to this Project and are incorporated into these Bid Documents by reference. Generally, the M/WBE Ordinance provides for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity (DSBO), devised to provide increased bidding opportunities for Minority/Women Business Enterprises (M/WBEs). As such, each bidder must comply with the terms and conditions of the M/WBE Ordinance in making its bid and, if awarded the Contract, in performing all Work thereunder. A bidder's failure to comply with the M/WBE Ordinance, any Rules or Regulations promulgated pursuant thereto, or any additional requirement contained herein shall render the bid non-responsive and shall constitute cause for rejection. Failure by the contractor awarded the contract to comply with M/WBE Ordinance requirements during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor, as deemed appropriate by DSBO. Copies of the M/WBE Ordinance and its accompanying Rules and Regulations are available for the use and review of bidders from DSBO. In order to comply with the bid requirements of the M/WBE Ordinance, a bidder shall either meet the established project goal or, in the alternative, demonstrate that the bidder has made sufficient good faith efforts to meet the goal in accordance with the M/WBE Ordinance.

Meeting Established Goal

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

- 1. Under the M/WBE Ordinance, the Director of DSBO ("Director") is directed to establish project goals for expenditures on construction, reconstruction, and remodeling work performed for the City and County of Denver. The specific goal for this project is stated in the Notice of Invitation for Bids bound herein.
- 2. In preparing its bid, each bidder shall list on the Bid Form pages entitled "List of Proposed MWBE Bidders, Subcontractors, Suppliers, Manufacturers, Manufacturers' Representatives or Brokers" the name, address, work description/supply, committed level of participation and other required information for each M/WBE of any tier which the bidder intends to use in performing the work on this Project. Only the M/WBEs identified and the precise levels of participation listed for each on the Bid Form page, at the time of bid opening, will be considered in determining whether the bidder has met the designated participation goal. Additional, revised or corrected participation submitted after bid opening will not be considered. M/WBE bidders may count self-performance or joint venture activity in meeting the M/WBE project goal, but only for the scope of work performed as a commercially useful function and at a percentage level the M/WBE will be performing itself.
- 3. Any agreement between a bidder or proposer and an MBE or WBE in which the bidder or proposer requires that the MBE or WBE not provide subcontracting quotations to other bidders or proposers is prohibited and shall render a bidder's bid or proposer's proposal nonresponsive. D.R.M.C. 28-63(f).

- 4. If a bidder/proposer is participating in a joint venture with a certified M/WBE firm, complete the Joint Venture Eligibility Form and Joint Venture Affidavit contained in this bid document/RFP. Submit the aforementioned forms with the firm's Joint Venture Agreement, to the DSBO Director, at least 10 working days prior to the proposal submittal. The Joint Venture must be approved prior to the bid opening or proposal submittal by the DSBO Director. Approval by the DSBO Director includes determining the amount the Joint Venture will count towards meeting the project goal.
- 5. All M/WBEs listed on the Bid Form must be properly certified by the City on or before the date bids are opened in order to count towards meeting the designated goal. DSBO maintains an M/WBE Directory ("Directory"), which is a current listing of M/WBEs that have been certified by the City. A copy of the DSBO Directory is located at DSBO web site at https://www.denvergov.org/dsbo. Bidders are encouraged to use the Directory to assist in locating M/WBEs for the work and supplies required on the Project. Bidders are reminded that changes may be made to the Directory at any time in accordance with the City's M/WBE Ordinance and procedures established to administer this program and a current copy of the Directory must always be used in preparing a bid. M/WBE certification or listing in the Directory is not a representation or warranty by the City as to the qualifications of any listed M/WBE.
- 6. In accordance with the provisions of the M/WBE Ordinance, DSBO will evaluate each bid to determine the responsiveness of the bid to the requirements of the M/WBE Ordinance. In determining whether a bidder's committed level of participation meets or exceeds the stated M/WBE goal, DSBO shall base its calculation of applicable amounts and percentages on the total base bid amount, not including any listed alternates, of each bid as follows:
 - a. The bid information provided by the agency will be used to determine the total base bid amount of each bid. Each bidder's total base bid amount will be multiplied by the M/WBE percentage established for the project to determine the exact dollar amount of required M/WBE participation for the Project. This amount will then be compared against the exact dollar amounts for the M/WBE committed for participation by the bidder. If the total dollar amount of participation listed meets or exceeds the established M/WBE dollar amount goal listed, then DSBO will determine that the goal has been met.
 - b. In addition, DSBO will determine the exact commitment percentage for each listed M/WBE by dividing the dollar amount listed for each M/WBE by the total base bid dollar amount submitted by the bidder. These individual percentages, when totaled for all listed M/WBE, will establish the total committed percentage level of M/WBE participation that the bidder must comply with during the life of the contract. In all cases, the committed percentage level of M/WBE participation must equal or exceed the assigned M/WBE goal for the Project.
 - c. In providing the exact dollar amount of participation for each listed M/WBE, a bidder should take care never to round up in determining whether or not the total of these amounts meets or exceeds the established percentage goal. The goal must be met or exceeded by dollar amounts and percentages in order for DSBO to determine that the bidder has met or exceeded the applicable M/WBE goal.
 - d. As previously mentioned, compliance with the M/WBE goal will be determined on the base bid alone. If a bid contains alternates, participation contained in any alternate will not count towards satisfaction of the Project goal. However, should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the M/WBE goal percentage level submitted at bid time, on the base bid, will also apply to the selected alternates and must be maintained for the life of the contract on the total contract amount, including any alternate work. Thus, even though such participation will not be considered in evaluating bids, bidders are urged to consider participation in preparing bids for designated alternates.

- e. On projects where force account or allowance bid items have been included, bidders must meet the M/WBE goal percentage based upon the total base bid, including all such items that are submitted to the City. However, when a force account or allowance is designated by the City to be either performed or purchased from a specific company, the bidder may back out the dollar amount of the force account or allowance from the total base bid and meet the M/WBE goal on the remaining reduced amount.
- f. On bids which, at the time of bid opening, are equal to or exceed Five Million Dollars (\$5,000,000.00), including any alternates which may be selected, only sixty percent (60%) of the value of the commercially useful function performed by M/WBE suppliers shall count toward satisfaction of the Project goal. On Projects under Five Million (\$5,000,000.00) the value of the commercially useful function of M/WBE supplier(s) will count at a one hundred percent (100%) level. Manufacturer's representatives and packagers shall be counted in the same manner as brokers.
- g. In utilizing the M/WBE participation of a Broker only the bona fide commissions earned by such Broker for its performance of a commercially useful function will count toward meeting the Project goals. The bidder must separate the bona fide brokerage commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the goal.
- 7. On or before the third (3rd) working day after bid opening, all of the Bidders are required to submit an executed "Letter of Intent" for each M/WBE listed on the Bid Form as a joint venture member, subcontractor, supplier, manufacturer, manufacturers' representative or broker of any tier. An MBE or WBE Prime Bidder needs to submit a Letter of Intent for itself for self-performed work, and must identify their level of participation on the designated M/WBE participation page bound herein. A Letter of Intent shall be submitted only for the M/WBEs listed at the time of bid opening, since this is the only participation that will be counted toward satisfaction of the project goal. A form for the M/WBE Letter of Intent is included with the Bid Form. The M/WBE Letter of Intent is a written communication from the Bidder to the City evidencing an understanding that the Bidder has or will enter into a contractual relationship with the M/WBE or that its subcontractor(s) and supplier(s), manufacturer(s), manufacturers' representative(s) and broker(s) will do so. Each M/WBE Letter of Intent shall be accompanied by a copy of the City and County of Denver's M/WBE certification letter for each proposed M/WBE identified at bid time. Bidders are urged to carefully review these Letters before submission to the City to ensure that they are properly completed and executed by the appropriate parties.

Good Faith Effort

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

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

- 2. The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, which may be further defined by rule or regulation. A bidder or proposer may include any additional information it believes may be relevant. Failure of a bidder or proposer to show good faith efforts as to any one (1) of the following categories shall render its overall good faith effort showing insufficient and its bid or proposal non-responsive:
 - a. If prebid or preselection meetings are scheduled by the City at which MBEs and WBEs may be informed of subcontracting or joint venture opportunities under a proposed contract to be bid, or procured pursuant to the competitive selection process, attendance at such prebid or preselection meetings is not mandatory; however, bidders and proposers are responsible for the information provided at these meetings.
 - b. The bidder or proposer must solicit through all reasonable and available means, the interest of all MBEs and WBEs certified in the scopes of work of the contract. The bidder or proposer must solicit the interest of such MBEs and WBEs within sufficient time, prior to the bid opening or date of final project-specific proposal in the case of a competitive selection process, to allow such MBEs and WBEs to respond to the solicitation. The bidder or proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
 - c. The bidder or proposer must select portions of the work of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the project goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation as subcontractors or joint venturers, and for bidder or proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry practice, even when the bidder or proposer would otherwise prefer to perform these work items with its own forces. The bidder or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of bids, proposals and quotes from MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a bidder or proposer to perform the work of a contract with its own forces does not relieve the bidder or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.
 - d. The bidder or proposer, consistent with industry practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans, specifications, and requirements of the contract, including bonding and insurance requirements, if any, to assist them in responding to a solicitation.
 - e. The bidder or proposer must negotiate in good faith with interested MBEs and WBEs and provide written documentation of such negotiation with each such MBE or WBE.
 - f. For each MBE or WBE which contacted the bidder or proposer or which the bidder or proposer contacted or attempted to subcontract or joint venture with, consistent with industry practice, the bidder or proposer must supply a statement giving the reasons why the bidder or proposer and the MBE or WBE did not succeed in negotiating a subcontracting, supplier, manufacturer, manufacturer's representative, broker or joint venture agreement, as applicable.
- 3. The bidder or proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE did not submit the lowest bid or it was not qualified. Such verification shall include a verified statement of the amounts of all bids received from potential or utilized subcontractors, suppliers, manufacturers, manufacturer's representatives, brokers or joint venturers on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the bidder or proposer shall be guided by the definition of qualified in section 28-54(42), but evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its conclusion. A bidder's or proposer's industry standing, or group memberships may not be the cause of rejection of an MBE or WBE. A

bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.

- 4. If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the City or by the bidder or proposer, provided that the bidder or proposer need not provide financial assistance toward this effort.
- 5. If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance or services for performance under the contract, provided that the bidder or proposer need not provide financial assistance toward this effort.
- 6. The bidder or proposer must use the DSBO MBE/WBE directories to identify, recruit, and place MBEs and WBEs.
- 7. In determining whether a bidder or proposer has satisfied good faith efforts as to a project goal, the success or failure of other bidders or proposers on the contract in meeting such project goal may be considered.

Continuing Commitments

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

- 1. The bidder understands it must maintain M/WBE goals throughout the performance of the Contract pursuant to the requirements set out in D.R.M.C. 28-72.
- 2. The bidder understands that it must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
- 3. The bidder understands that if change orders or any other contract modifications are issued under the contract, the bidder shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in Section 28-73 of the M/WBE Ordinance, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
- 4. The bidder understands that if change orders or other contract modifications are issued under the contract, that include an increase in scope of work of a contract for construction, reconstruction, or remodeling, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an M/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors or by the contractor shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the bid. The contractor shall satisfy such goal with respect to such changed scope of work by soliciting new M/WBEs in accordance with Section 28-73 of the M/WBE Ordinance as applicable, or the contractor must show each element of modified good faith set out in Section 28-75(c) of the M/WBE Ordinance. The contractor shall supply

to the director the documentation described in Section 28-75(c) of the M/WBE Ordinance with respect to the increased dollar value of the contract.

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

IB-27 DISCLOSURE OF INFORMATION

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

IB-28 GENERAL BIDDING INFORMATION

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

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IB-29 PAYMENT PROCEDURE REQUIREMENTS

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 subcontractors. All certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Textura. 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. The fee is all inclusive of all subcontractor, project and subscription fees associated with Textura. The bidder will calculate the fee based on their total bid (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® Construction Payment Management System Fee". This expense becomes part of the contract and billable to the City. All costs including, but not limited to, costs associated with training, entering data, and/or utilizing Textura other than the Textura Construction Payment Management System Fee are overhead and shall not be reimbursed by the City. Bidder will be responsible for any tax on the Textura fee. As with other taxes, the City will not reimburse bidder for this cost and therefore this cost should be included in bidder's bid. Textura will invoice the awarded bidder directly.

Project Value	Project Fee (GC + Sub Usage)
\$100,000 – 249,999.99	\$780
\$250,000 - \$499,999.99	\$1,625
\$500,000 - \$999,999.99	\$3,250
\$1,000,000 - \$2,999,999.99	\$5,850
\$3,000,000 - \$4,999,999.99	\$9,100
\$5,000,000 - \$9,999,999.99	\$12,220
\$10,000,000 - \$19,999,999.99	\$20,345
\$20,000,000 - \$49,999,999.99	\$32,500
\$50,000,000 - \$99,999,999.99	\$48,750
\$100,000,000 - \$199,999,999.99	\$69,095
\$200,000,000 - \$299,999,999.99	\$85,345
\$300,000,000 - \$399,999,999.99	\$109,720
\$400,000,000 - \$499,999,999.99	\$142,220
\$500,000,000 - \$999,999.99	\$162,500
\$1,000,000,000 - \$1,999,999,999.99	\$345,345
\$2,000,000,000 - \$4,999,999,999.99	\$650,000
\$5,000,000,000 - \$9,999,999,999	\$1,015,625
\$10,000,000,000 or greater	\$1,503,125

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RULES AND REGULATIONS REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I - DEFINITIONS

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

RULE II - NOTICE OF HEARING

When results of conciliation efforts are unsatisfactory to the Manager and he is informed in accordance with Article III, Division 2 of Chapter 28 of the Revised Municipal code that a contractor or subcontractor has apparently failed to meet affirmative action and equal employment opportunity requirements after a reasonable period of notice to correct deficiencies, the Manager will, prior to imposition of any sanctions, afford the general contractor a hearing

in order to determine whether the contractor or his subcontractors have failed to comply with the affirmative action and equal employment opportunity requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code or of the contract. Written notice of such hearing shall be delivered personally or sent by certified mail, return receipt requested, to the contractor and to any subcontractor involved, at least ten (10) days prior to the date scheduled for the hearing.

RULE III - HEARING

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE:

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

REGULATION NO. 2 - EXEMPTIONS:

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

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE:

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

REGULATION NO. 4 - GOALS AND TIMETABLES:

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

REGULATION NO. 5 - AWARD OF CONTRACTS:

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

REGULATION NO. 6 - PUBLICATION AND DUPLICATION:

Copies of these Rules and Regulations as amended by the Manager from time to time, shall as soon as practicable and after Notice being published will be made a part of all City Contracts.

REGULATION NO. 7 - NOTICE TO PROCEED:

Prior to issuance of the Notice to Proceed, a sign-off will be required of the Director of the Division of Small Business Opportunity or his designee.

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS:

To the greatest extent possible, the contractor shall make a good faith effort to contract with minority contractors, subcontractors and suppliers for services and supplies by taking affirmative actions, which include but are not limited to the following:

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

REGULATION NO. 9 - AGENCY REFERRALS:

It shall be no excuse that the union with which the contractor or subcontractor has an agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

REGULATION NO. 10 - CLAUSES:

The Manager shall include the appropriate clauses in every contract and the contractor shall cause to be inserted in every subcontract the appropriate clauses:

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

All amendments to the appendices shall be included by reference.

REGULATION NO. 11 - SHOW CAUSE NOTICES:

When the Manager has reasonable cause to believe that a contractor has violated Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code, he may issue a notice requiring the contractor to show cause, within fifteen (15) days why enforcement procedures, or other appropriate action to insure compliance, should not be instituted.

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

- 1. APPENDIX E: The Bid Conditions Affirmative Action Requirements Equal Employment Opportunity as amended and published by the U.S. Department of Labor Employment Standards Administration, Office of Federal Contract Compliance, shall be inserted verbatim for bidding specification for every non-exempt contract involving the use of Federal funds.
- 2. APPENDIX F: The Bid Conditions Affirmative Action Requirements Equal Employment Opportunity as published by the Department of Public Works, City and County of Denver, shall be inserted verbatim as bidding specifications for every non-exempt contract using City funds.

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APPENDIX A

CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE - ALL CONTRACTS

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

The applicant further agrees to be bound by the above equal opportunity clauses with respect to its own employment practices when it participates in City contracts. The Contractor agrees to assist and cooperate actively with the Manager and the Director in obtaining compliance of subcontractors and suppliers with

the equal opportunity clause and the rules, regulations and relevant orders of the Manager, and will furnish the Manager and the Director such information as they may require for the supervision of compliance, and will otherwise assist the Manager and Director in the discharge of the City's primary responsibility for securing compliance. The Contractor further agrees to refrain from entering into any contract or contract modification subject to Article III, Division 2 of Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who has not demonstrated eligibility for, City contracts.

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

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

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

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APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

/s/

Manager of Department of Public Works City and County of Denver

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

From January 1, 1982 to	From January 1, 1982 to
to Until Further Notice	to Until Further Notice
21.7% - 23.5%	6.9%

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

directed at increasing minority and female utilization and that such efforts were at least as extensive and as specific as the following:

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

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

3. NON - DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

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

- 1. Where the Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the Contractor has not met the goals contained in these Bid Conditions. The Contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.
- 2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".
- **3.** The Division of Small Business Opportunity shall review the Contractor's employment practices during the performance of the contract. If the Division of Small Business Opportunity determines that the Contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

C. OBLIGATIONS APPLICABLE TO CONTRACTORS:

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

D. GENERAL REQUIREMENTS:

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

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

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CITY AND COUNTY OF DENVER CONTRACT NO. 202053704

MONTBELLO RAILINGS PHASE 3

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,

HALLMARK, INC. 5085 Harlan St. Denver, CO 80212

WITNESSETH, commencing on February 24, 2020, 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. 202053704

MONTBELLO RAILINGS PHASE 3

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 M/WBE Participation
Article III, Divisions 1, 2, and 3 of Chapter 28, D.R.M.C.
Bid Bond
Addenda (as applicable)
Equal Employment Opportunity Provisions (Appendix A and Appendix F)
Bid Form
Contract Form
General Contract Conditions

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

2. SCOPE OF WORK

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

3. TERMS OF PERFORMANCE

The Contractor agrees to undertake the performance of the Work under this Contract within ten (10) days after being notified to commence work by issuance of a Notice to Proceed in substantially the form contained herein from the Manager and agrees to fully complete said Work within **180 (One Hundred Eighty Days)** consecutive calendar days from the effective date of said Notice, plus such extension or extensions of time as may be granted in accordance with the provisions of the General Contract Conditions and any applicable Special Contract Conditions.

4. TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under this Contract, and the Contractor agrees to accept as the Contractor's full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's Bid Form hereto attached and made a part hereof for bid item numbers 201-00000 through 630-10005 (Twenty-Nine [29]) total bid items, the total estimated cost thereof being Six Hundred Forty-Eight Thousand One Hundred Seventy-Five Dollars and No Cents (\$648,175.00). 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 this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

6. COMPLIANCE WITH M/WBE REQUIREMENT

This Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 28-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the "M/WBE Ordinance". Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 of the D.R.M.C., to maintain throughout the duration of this Contract, compliance with the level of Minority/Women Business Enterprise participation, upon which the City approved the award of this Contract to the Contractor and the Contractor further acknowledges that failure to maintain such

participation commitments or otherwise comply with the requirements of the M/WBE Ordinance shall subject the Contractor to sanctions in accordance with Section 28-77 of the D.R.M.C. Nothing contained in this provision or in the M/WBE Ordinance shall negate the City's right to prior approval of subcontractors, or substitutes therefore, under this Contract.

7. WAGE RATE REQUIREMENTS

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

8. APPLICABILITY OF LAWS

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

9. APPROPRIATION

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

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

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

10. APPROVALS

In the event this Contract calls for the payment by the City of five hundred thousand dollars (\$500,000.00) or more, approval by the Board of Councilmen of the City and County of Denver, acting by ordinance, in

accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and effect and performance of this contract.

11. ASSIGNMENT

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

12. DISPUTES RESOLUTION PROCESS

It is the express intention of the parties to this Contract that all disputes of any nature whatsoever regarding the Contract including, but not limited to, any claims for compensation or damages arising out of breach or default under this Contract, shall be resolved by administrative hearing pursuant to the provisions of Section 56-106, D.R.M.C., or, as applicable, Section 28-33 D.R.M.C. for Minority/Women Business Enterprise disputes. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or suppliers.

13. CONTRACT BINDING

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

14. PARAGRAPH HEADINGS

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

15. SEVERABILITY

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

16. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

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Contract Control Number:

Contractor Name:	HALLMARK, INC.
IN WITNESS WHEREOF, the parti Denver, Colorado as of:	ies have set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER:
ATTEST:	By:
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:
Attorney for the City and County of D	Denver Control of the
By:	By:
	By:

DOTI-202053704-00

Contract Control Number:

Contractor Name:

By: Docusigned by: By: 1E00F4E7F0714EA
Name: Robert Lawrence (please print)
Title: President (please print)
ATTEST: [if required]
By:
Name: (please print)
Title:(please print)

DOTI-202053704-00 HALLMARK, INC.

STANDARD SPECIFICATIONS FOR CONSTRUCTION GENERAL CONTRACT CONDITIONS

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CITY AND COUNTY OF DENVER

SPECIAL CONTRACT CONDITIONS

SC-1 CONSTRUCTION SPECIFICATIONS

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

City and County of Denver:

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

Transportation Standards and Details for the Engineering Division

City and County of Denver Traffic Standard Drawings

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

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

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

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 WASTEWATER MANAGEMENT DIVISION

The Wastewater Management Division is a unit of the Department of Transportation and Infrastructure and is supervised by the Deputy Manager of the Department of Transportation and Infrastructure for Wastewater Management, who is subordinate to the Manager of the Department of Transportation and

Infrastructure. This Division is responsible for the operation and maintenance of the City's wastewater facilities.

SC-7 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 Director 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 ManagerTelephoneMichael Lopez720.913.4511

ConsultantNameTelephoneFHUKaren Fox303.721.1440

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 \$1,500.00 for each Day that the Contractor exceeds the time limits herein specified, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.

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

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

SC-9 SUBCONTRACTS

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

SC-10 PAYMENTS TO CONTRACTORS

The application for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura Construction Payment Management System for this Project to request payment from the City and to pay subcontractors. All certified subcontractors or suppliers who are listed for participation towards any assigned program goal must be paid via Textura®. 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> Name Telephone

Department of Transportation and Infrastructure Michael Lopez 720.913.4511

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

- 1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
- 2. Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.
- 3. The Contractor shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.
- 4. Applications for Payment must be accompanied by completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier, AND the Contractors' Certification of Payment Form (CCP), unless an exception is approved pursuant to General contract condition 907.

The forms, Final/Partial Release and Certificate of Payment (Subcontractor/Supplier) and the Contractor's Certification of Payment (CCP), both of which must be used are attached below. If subcontractor or supplier payments are disbursed via Textura® CPM, those systems generated Release and CCP forms are acceptable.

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DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

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

		Date:	, 20 .
(PROJECT NO. and NAME)			
		Subcontract #:	
(NAME OF CONTRACTOR)		Subcontract Value: \$	
		Last Progress Paymer	nt: \$
(NAME OF SUBCONTRACTOR/SUP	PLIER)	Date:	
		Total Paid to Date: \$_ Date of Last Work:	
The Undersigned hereby certifies that all costs, undersigned for any work, labor or services pethe above referenced Project or used in connect been duly paid in full.	erformed and for any ma	urred by the undersignenterials, supplies or equ	ed or on behalf of the uipment provided on
The Undersigned further certifies that each of the to be incurred, on their behalf, costs, charges of above referenced Project have been duly paid in	r expenses in connection		
In consideration of \$ representing the I of the Total Paid to Date, also referenced above by the undersigned this day of the City and County of Denver (the "City"), the the above referenced Contractor from all claims or unknown, of every nature arising out of or in	e, and other good and va , 20, the U above referenced City P s, liens, rights, liabilities	aluable consideration re Undersigned hereby rel Project, the City's premi s, demands and obligation	eceived and accepted leases and discharges ises and property and ions, whether known
As additional consideration for the payments resave and hold harmless the City, its officers, e from and against all costs, losses, damages, cau out of or in connection with any claim or countersigned's performance of the Work Effort a or subcontractors of any tier or any of their representations.	mployees, agents and as ses of action, judgments laims against the City and which may be asserte	ssigns and the above-re under the subcontract or the Contractor whed by the Undersigned	eferenced Contractor and expenses arising nich arise out of the
It is acknowledged that this release is for the Contractor.	benefit of and may be r	relied upon by the City	y and the referenced
The foregoing shall not relieve the undersign subcontract, as the subcontract may have be Undersigned's work effort including, without indemnities.	een amended, which by	y their nature survive	e completion of the
STATE OF COLORADO) ss.			
CITY OF)	(N	CC 1 ()	
Signed and sworn before this	By:	f Subcontractor)	
day of, 20			
Notary Public/Commissioner of Oaths My Commission Expires:	Title:		

								Office of Economic	c Development
# 4			Cit	y and County of	Denve			Co	mpliance Unit
							/		
1 The Control of the		Div	sion	of Small Business	rtunity				
DENVER		100.000.000.00	-					Compliance Unit 201 W. Coffax Ave., Dept. 907 Denver, CO. 90.002 Phone: 720.913.1999 Fax: 720.913.1803	
THE MILE SIES COTT		Contractor's/0	Cons	ultant's Certifica	tion of	Payment (CCP)		Fax:	201 W. Colfax Ave., Dept 907 Denver, CO 90202 Phone: 720.913.1999 Fax: 720.913.1803
Prime Contractor or Consultant:			Phone			Project Manager:			
Pay Application #:		Pay Period:				Amount Requested: \$			
Project #:		Project Name:							
Current Completion Date:		Percent Complete:			J. H	Prepared By:			
(i) + Original Contract Amount: \$					(ii) - Curr	rent Contract Amount: \$			
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	DBE/	Original Contract	% Bld		% Revised		Amount Paid on the Previous Pay		Achieved
Prime/Subcontractor/Supplier Name	NON	Amount	(All)	Including Amendments	(C/II)	Pay Application	Application #	To Date	(GIII)
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The undersigned pertifies that the inf and listed herein. Please use an add				rue, accurate and that th	e paymen	ts shown have been made	to all subcentractors a	ind suppliers used or	a this project
Prepared By (Signature):						Date:			
				Page	of				1.
COMP-FRM-027 rev 022311									



Instructions for Completing the Contractor/Consultant Certification of Payment Form

Office of Economic Development Division of Small Business Opportunity

Compliance Unit 201 W. Colfax Ave., Dept. 907

Denver, CO 80202 Phone: 720-913-1999 Fax: 720-913-1803 dsbo@denvergov.org

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

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

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

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

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

M/W/S/DBE/NON: For each name listed, indicate whether the entity is a certified M/W/S/DBE.

Column A: Provide the contract amount, as listed at bid time, for the Contractor/Consultant and each

subcontractor/subconsultant or supplier.

Column B: Provide the percentage portion of each listed subcontractor/subconsultant or supplier contract amount

(Column A) compared to the total original contract amount in (I).

Column C: Provide the original contract amount (Column A) for each subcontractor/subconsultant or supplier plus any

awarded alternate and/or change order amounts applicable. If an alternate/change order does not apply

to the listed firm, re-enter the original contract amount (Column A).

Column D: Provide the percent portion of each listed subcontractor/subconsultant or supplier contract amount

(Column C) compare to the current total contract amount in (II).

Column E: Provide the amount requested for work performed or materials supplied by each listed

subcontractor/subconsultant or supplier for this pay application. The sum of the items in this column

should equal the estimated amount requested for this pay application.

Column F: Provide the amount paid to each subcontractor/subconsultant or supplier on the previous pay

application. Enter the previous pay application number in the column heading. The sum of the items listed in this column should equal the warrant amount paid to the Contractor/Consultant on the previous pay application. The amounts paid to the subcontractor/subcontractor or suppliers should be the actual

amount of each check issued.

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

or supplier.

Column H: Provide the percent portion of the net paid to date (Column G) for the Contractor/Subconsultant and each

listed subcontractor/subconsultant or supplier of the current total contract amount in (II).

COMP-REF-031

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 detached and utilized in accordance with the Contract Documents:

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

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

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

SC-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, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring 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. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum

requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- (2) **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as part of the Contract Documents, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- (3) <u>Additional Insureds</u>: For Commercial General Liability, Auto Liability and Contractors Pollution Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- (4) <u>Waiver of Subrogation</u>: For all coverages, Contractor's insurer shall waive subrogation rights against the City.
- (5) <u>Subcontractors and Subconsultants</u>: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- (6) Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.
- (7) <u>Commercial General Liability</u>: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- (8) <u>Business Automobile Liability</u>: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

(9) Additional Provisions:

- (a) For Commercial General Liability, the policies must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs in excess of policy limits;

- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
 - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- (c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

SC-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.

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

SC-19 ACCOUNTING OF COST AND AUDIT

Title 911 is hereby deleted in its entirety and replaced with the following:

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractors' performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

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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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY AND COUNTY OF DENVER DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

Bond 1001132821

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned HALLMARK, INC., 5085 Harlan St., Denver, CO 80212, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and American Contractors Indemnity Company
a corporation organized and existing under and by virtue of the laws of the State of California 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 Six Hundred Forty-Eight Thousand One Hundred Seventy-Five Dollars and No Cents (\$648,175.00), 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. 202053704 - Montbello Railings Phase 3, 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.

of	burety have executed these presents as of this day
	Hallmark, Inc.
Attest:	Contractor
Thoras Stawlence	And Market
Secretary	President
	American Contractors Indemnity Company
	Surety _{By:} Cuffe
(A common this hand with Attamer in Fastle author	Charles J. Schuld, Attorney-In-Fact
date of the bond).	rity from the Surety to execute bond, certified to include the
APPROVED AS TO FORM:	APPROVED FOR THE CITY AND COUNTY
Attorney for the City and County of Denver	DENVER
**	**
By:	By:
Assistant City Attorney	MAYOR
	By:_**
	EXECUTIVE DIRECTOR OF THE DEPARTMENT
	OF TRANSPORTATION AND INFRASTRUCTURE

^{**}Signatures by CAO, the Mayor, and the Executive Director will be provided later and fully incorporated herein.



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a M aryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Charles J. Schultz of Littleton Colorado

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed
(***\$3,000,00.00***). This Power of Attorney shall expire without further action on April 23 rd , 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018. AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING OMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY
State of California
County of Los Angeles By: Daniel P. Aguilar, Vice President
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document
On this 1 st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. Signature Sonia O, CARREJO Notary Public - California Los Angeles County Commission # 2219477 My Comm. Expires Apr 23, 2022
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this,
Corporate Seals Bond No OOII32821. Bond No OOII0132821.
Agency No. 18020 Kio Lo, Assistant Secretary



CJS Bonds, LLC 10488 W. Centennial Rd., Ste 508 Littleton, CO 80127 720-236-8245 Charles@CJSBonds.com

SURETY AUTHORIZATION

April 23, 2020

Assistant City Attorney City and County of Denver 201 W. Colfax Ave., Dept. 1207 Denver, CO 80202

Re: Hallmark, Inc.

Contract Number: 202053704

Project Name: Montbello Railings Phase 3

Contract Amount: \$648,175.00 Bond Number: 1001049838

To Whom It May Concern:

The above captioned performance and payment bonds were issued through this agency for the American Contractors Indemnity Company on April 23, 2020. We hereby authorize the City and County of Denver to date the bonds and powers of attorney to coincide with the contract dates of the above captioned contract.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Charles J Schultz

Attorney In-Fact, American Contractors Indemnity Company

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/17/2020

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

PRODUCER		NAME: Scott Anderson, CIC			
Commercial Risk Solutions		PHONE (A/C, No, Ext): 303-996-7833 FAX (A/C, No): 30			
6600 E Hampden Ave Ste 200 Denver CO 80224		ADDRESS: sanderson@crsdenver.com			
		INSURER(S) AFFORDING COVERAGE		NAIC#	
		INSURER A : CNA			
INSURED	HALLM-2	INSURER B:		20478	
Hallmark, Inc. 5085 Harlan Street		INSURER C :			
Denver CO 80212		INSURER D:			
		INSURER E :			
		INSURER F:			
OFDTIFICAT	F NUMBER - 004007000	DEV	ICION NUMBED.		

COVERAGES CERTIFICATE NUMBER: 984697329 REVISION NUMBER:

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

ISR	- 1	TYPE OF INSURANCE	INSD W		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	3
A	X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	6079101786	9/1/2019	9/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 300,000
		CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- POLICY X LOC						GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUT	OTHER:		6079101805	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X	ANY AUTO					BODILY INJURY (Per person)	\$
	-	OWNED SCHEDULED	1				BODILY INJURY (Per accident)	\$
	X	AUTOS ONLY AUTOS NON-OWNED					PROPERTY DAMAGE (Per accident)	\$
	100	AUTOS ONLY						\$
A	X	UMBRELLA LIAB X OCCUR		6079101819	9/1/2019	9/1/2020	EACH OCCURRENCE	\$5,000,000
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$5,000,000
		DED X RETENTION \$ 10,000						\$
		RKERS COMPENSATION					PER OTH-	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
			N/A				E.L. DISEASE - EA EMPLOYEE	\$
	If ve	s, describe under SCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	
A	-	nd Marine		6079101786	9/1/2019	9/1/2020	Rntd/Lsd Equip. Deductible	75,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project #202053704 Montbello Railings Phase 3

City and County of Denver Department of Transportation and Infrastructure is included as additional insured on the General Liability with respect to ongoing operations of the named insured for the certificate holder as required by written contract. All policy terms, conditions and exclusions apply.

CERTIFICATE HOLDER CANCELLATIO	
	N

City and County of Denver Department of Transportation and Infrastructure 201 W Colfax Ave. Denver CO 80202 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nattan M. Foren

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/17/2020

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.

	UCER	es not confer rights to			CONTACT NAME:				
Pinnacol Assurance 7501 E. Lowry Blvd.					PHONE FAX				
					(A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:				
en	er, CO 80230-7006 INSURER(S) AFFORDING COVERAGE							NAIG	
					Dina		A STATE OF THE PARTY OF THE PAR	DING COVERAGE	41190
0111	aco.				INSURER A : Pinn	acoi Ass	urance		41190
INSURED Hallmark Inc					INSURER B:				
	Harlan St				INSURER C:				
en	ver, CO 80212				INSURER D :				
					INSURER E :				
					INSURER F :				
	/ERAGES		TIFICATE N			-		REVISION NUMBER: D NAMED ABOVE FOR THE	
CE	DICATED. NOT ERTIFICATE MAY CLUSIONS AND	WITHSTANDING ANY RE Y BE ISSUED OR MAY F CONDITIONS OF SUCH	QUIREMENT, PERTAIN, TH	TERM OR CONDITION E INSURANCE AFFORI	I OF ANY CONTR DED BY THE POL E BEEN REDUCED	CIES DE BY PAID	OTHER D SCRIBED CLAIMS.	OCCUMENT WITH RESPECT HEREIN IS SUBJECT TO	TO WHICH TH
R		OF INSURANCE	INSD WVD	POLICY NUMBER	POLICY E	YY) (MM/C	DD/YYYY)	LIMITS	
	CLAIMS	MADE OCCUR						EACH OCCURRENCE S DAMAGE TO RENTED PREMISES (Ea occurrence) S	
f		7						MED EXP (Any one person)	3
								PERSONAL & ADV INJURY	3
ij	GEN'L AGGREGAT	E LIMIT APPLIES PER:						GENERAL AGGREGATE	3
	POLICY	PRO- JECT LOC						PRODUCTS - COMP/OP AGG	3
	OTHER:								5
	AUTOMOBILE LIA	BILITY						COMBINED SINGLE LIMIT (Ea accident)	5
	ANY AUTO								S
	OWNED	OWNED SCHEDULED						BODILY INJURY (Per accident)	\$
	AUTOS ONLY HIRED	NON-OWNED						PROPERTY DAMAGE (Per accident)	\$
	AUTOS ONLY	AUTOS ONLY							S
-	UMBRELLA	IAB COCUS						EACH OCCURRENCE	\$
	EXCESS LIAI	OCCOR						B-1511	s
		OB THE REST	1						\$
		ERS COMPENSATION						X PER OTH-	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		N/A	WW200554	10/01/2	019 10/0	10/01/2020		s 1,000,000
1				4092140	10/01/2	10/0		E.L. DISEASE - EA EMPLOYEE	
	(Mandatory in NH)	ler						E.L. DISEASE - POLICY LIMIT	s 1.000.000
_	DÉSCRIPTION OF	OPERATIONS below				-		E.L. DISEASE - POLICY LIMIT	,1000[000
ES	CRIPTION OF OPER	ATIONS / LOCATIONS / VEHIC	LES (ACORD 10	11, Additional Remarks Sche	dule, may be attached	f more spa	ce is requir	red)	
DES Uni	CRIPTION OF OPER ess otherwise s	ATIONS / LOCATIONS / VEHIC tated in the policy provis	ELES (ACORD 16 sions, covera	on, Additional Remarks Sche ge in Colorado only. P	dule, may be attached roject #20205370	f more space 4 Montbe	ce is requir ello Railir	ed) igs Phase 3	
CE	RTIFICATE H	OLDER			CANCELLAT	ION			
2078727 City and County of Denver Department of Transportation and Infrastructure 201 W Colfax Ave					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.				
Denver, CO 80202					AUTHORIZED REPRESENTATIVE Pinnacol Assurance				

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NOTICE TO APPARENT LOW BIDDER

Name Address City, State Zip

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **April 2, 2020**, for work to be done and materials to be furnished in and for:

CONTRACT 202053704 - Montbello Railings Phase 3

It will be necessary for you to appear forthwith at the office of the Department of Transportation and Infrastructure, Contract Administration, 201 W. Colfax Ave., Dept 614, Denver, Colorado 80202, to receive the said Contract Documents, execute the same and return them to the Department of Transportation and Infrastructure, Contract Administration within the time limit set forth in the Bid Package Documents.

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; and,

All construction Contracts made and entered into by the City and County of Denver are subject to Affirmative Action and Equal Opportunity Rules and Regulations, as adopted by the Manager of 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 and in accordance with Section 3.2.6 of the Charter of the City and County of Denver.

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

NOTICE TO APPARENT LOW BIDDER

CONTRACT NO. 202053704 Page 2

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

Dated at Denver, Colorado this	day of20
	CITY AND COUNTY OF DENVER
	By Executive Director of the Department of Transportation and Infrastructure



City and County of Denver Department of Transportation & Infrastructure 201 West Colfax Avenue, Dept 608 | Denver, CO 80202

www.denvergov.org/doti

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NOTICE TO PROCEED (SAMPLE)

Current Date Name Company Street City/State/Zip CONTRACT NO. 202053704 - Montbello Railings Phase 3 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 constructing contract number 202053704, as set forth in detail in the contract documents for the City and County of Denver. With a contract time of 180 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:_ Lesley B. Thomas

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

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City Engineer

cc:



Certificate of Contract Release (SAMPLE)

Current Date

Name Street Address City, State, Zip

RE: Certificate of Contract Release for 202053704 - Montbello Railings Phase 3

Received this date of the City and County of	f 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 ca	sh also covering and
including full payment for the cost of all extra	a work and material furnish	ned by the undersigne	ed in the construction
of said improvements, and all incidentals the	ereto, and the undersigned	hereby releases said	City and County of
Denver from any and all claims or demands	s whatsoever, regardless o	f how denominated,	growing out of said
contract.			
And these presents are to certify that all improvements under the foregoing contract hapayment.	,	•	
		D (G:	
Contractor's Signature		Date Signed	1
If there are any questions, please contact me by via email at pw.procurement@denvergov.org .	•	####. Please return th	is document to me
Sincerely,			
Contract Administration			

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CITY AND COUNTY OF DENVER STATE OF COLORADO



DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

Prevailing Wage Rates

Contract Number: 202053704

• • • • • • • • • • • • • • • • • • •

Montbello Railings Phase 3 February 24, 2020



TO: All Users of the City and County of Denver Prevailing Wage Schedules

FROM: Ryland Feno, Classification & Compensation Technician II

DATE: January 06, 2020

SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday**, **January 03**, **2020** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20200009
Superseded General Decision No. CO20190009
Modification No. 0
Publication Date: 01/03/2020
(6 pages)

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

Attachments as listed above.

*Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.

"General Decision Number: CO20200009 01/03/2020

Superseded General Decision Number: CO20190009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/03/2020

* CARP9901-008 11/01/2019

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.

ENGI0009-008 05/01/2018

	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.)(3)-Loader (under 6 cu. yd.)	.\$ 28.25	10.70
Denver County	.\$ 28.25	10.70
Douglas County(4)-Crane (50 tons and under), Scraper (single	.\$ 28.25	10.70
bowl, under 40 cu. yd) (4)-Loader (over 6 cu. yd)	.\$ 28.40	10.70
Denver County	.\$ 28.40	10.70
and over),(5)-Motor Grader (blade- finish)	.\$ 28.57	10.70
Douglas County		10.70 10.70

STICO201	1-004	09/15/2011	
000000			

1	Rates	Fringes
CARPENTER (Excludes Form Work)\$	19.27	5.08
CEMENT MASON/CONCRETE FINISHER Denver\$ Douglas\$		5.75 3.00
ELECTRICIAN (Excludes Traffic Signal Installation)\$	35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection)\$	13.02	3.20
GUARDRAIL INSTALLER\$	12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter Denver\$ Douglas\$		3.21 3.21
<pre>IRONWORKER, REINFORCING (Excludes Guardrail Installation)\$</pre>	16.69	5.45
<pre>IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation)\$</pre>	18.22	6.01
LABORER		
Asphalt Raker\$ Asphalt Shoveler\$ Asphalt Spreader\$ Common or General	21.21	4.25 4.25 4.65
Denver\$ Douglas\$ Concrete Saw (Hand Held)\$ Landscape and Irrigation\$ Mason Tender- Cement/Concrete	16.29 16.29	6.77 4.25 6.14 3.16
Denver\$ Douglas\$ Pipelayer		4.04 4.25
Denver\$ Douglas\$ Traffic Control (Flagger)\$ Traffic Control (Sets Up/Moves Barrels, Cones,	16.30	2.41 2.18 3.05

Install Signs, Arrow Boards and Place		
Stationary Flags)(Excludes Flaggers)\$	12.43	3.22
PAINTER (Spray Only)\$	16.99	2.87
POWER EQUIPMENT OPERATOR: Asphalt Laydown		
Denver\$ Douglas\$ Asphalt Paver		8.72 8.47
Denver\$ Douglas\$ Asphalt Roller		6.13 3.50
Denver\$ Douglas\$ Asphalt Spreader\$ Backhoe/Trackhoe	23.63	7.55 6.43 8.72
Douglas\$ Bobcat/Skid Loader\$ Boom\$ Broom/Sweeper	15.37	6.00 4.28 8.72
Denver\$ Douglas\$ Bulldozer\$ Concrete Pump\$	22.96 26.90	8.72 8.22 5.59 5.21
Drill Denver\$ Douglas\$ Forklift\$	20.71	4.71 2.66 4.68
<pre>Grader/Blade Denver\$ Guardrail/Post Driver\$ Loader (Front End)</pre>		8.72 4.41
Douglas\$ Mechanic	21.67	8.22
Denver\$ Douglas\$ Oiler		8.72 8.22
Denver\$ Douglas\$ Roller/Compactor (Dirt and		8.41 7.67
Grade Compaction) Denver\$ Douglas\$ Rotomill\$	22.78	5.51 4.86 4.41
Screed Denver\$ Douglas\$ Tractor\$	29.99	8.38 1.40 2.95

TRAFFIC SIGNALIZATION:		
Groundsman		
Denver\$	17.90	3.41
Douglas\$	18.67	7.17
TRUCK DRIVER		
Distributor		
Denver\$	17.81	5.82
Douglas\$		5.27
Dump Truck		
Denver\$	15.27	5.27
Douglas\$		5.27
Lowboy Truck\$		5.27
Mechanic\$		3.50
Multi-Purpose Specialty &		
Hoisting Truck		
Denver\$	17.49	3.17
Douglas\$		2.88
Pickup and Pilot Car		
Denver\$	14.24	3.77
Douglas\$	16.43	3.68
Semi/Trailer Truck\$		4.13
Truck Mounted Attenuator\$		3.22
Water Truck		
Denver\$	26.27	5.27
Douglas\$	19.46	2.58

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

Office of Human Resources Supplemental Rtes (Specific to the Denver Projects) Revised 08/21/2019)

Classification		Base	Fringe
Guard Rail Installer		\$13.00	\$3.20
Highway Parking Lot Striping:			
Painter		\$13.00	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$13.00	\$3.16
Laborer: Traffic Control (Flagger)		\$13.00	\$3.05
Laborer: Stationary Flags(
excludes Flaggers)		\$13.00	\$3.22
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
		625.47	640.05
	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
<u> </u>	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		\$12.00	¢2 22
ALLEHUALUI		\$13.00	\$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



DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

Addenda

Contract Number: 202053704

Montbello Railings Phase 3 February 24, 2020

CITY AND COUNTY OF DENVER DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

CONTRACT NO: 202053704
PROJECT NAME: MONTBELLO RAILINGS PHASE 3

ADDENDUM NO. 1 TO CONTRACT DOCUMENTS

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

I. ADVERTISEMENT AND INSTRUCTIONS TO BIDDERS:

Bids for this project will ONLY be received and accepted via the online electronic bid service through www.QuestCDN.com. Bids must be submitted via QuestCDN no later than 12:00 p.m., Thursday, April 2, 2020. To access the electronic bid form, download the file 202053704 BF.pdf and click the online bidding button at the top of advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. Bidders will be charged a fee of \$30.00 to submit a bid electronically.

II. BID FORM:

Page BF-2 is modified as follows:

The original bid bond must be received by mail within 7 calendar days of bid opening date to be considered part of a responsive bid. Mail original to 201 W. Colfax Ave. Ste. 614, Denver CO 80202 Attn: Contract Administration.

BF-20	Fill in all Bid Bond blanks. The original bid bond must
	be received by mail within 7 calendar days of bid opening
	date to be considered part of a responsive bid. Mail
	original to 201 W. Colfax Ave. Ste. 614, Denver CO
	80202 Attn: Contract Administration
	Signatures required
	a.) Corporate Seal if required (shade so visible)
	b.) Dated
	e.) Attach Surety Agents Power of Attorney
	or
	Certified or cashier's check made out to the Manager of
	Revenue referencing Bidder's Company and Contract
	Number.

III. BID DOCUMENT PACKAGE:

i. **PREVAILING WAGE RATES:** Replace Prevailing Wage rates in the Bid Document Package with the attached version: "Highway Construction Projects" (Jan. 6, 2020).

Questions pertaining to this addendum only must be submitted to pw.procurement@denvergov.org no later than 10:00 a.m. on Tuesday March 31, 2020.

Montbello PH3 Addendum #1 March 26, 2020

Lesley B. Thomas
City Engineer
3/26/2020

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

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

	Contractor
ADDENDUM NO. 1	
	Date

Montbello PH3 Addendum #1 March 26, 2020

CITY AND COUNTY OF DENVER STATE OF COLORADO



DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

Technical Specifications

Contract Number: 201952972

2020 Bond Paving #4 January 6, 2020

SPECIAL PROVISIONS

City and County of Denver Department of Transportation & Infrastructure

Montbello Ditch Railing Replacements, Phase 3

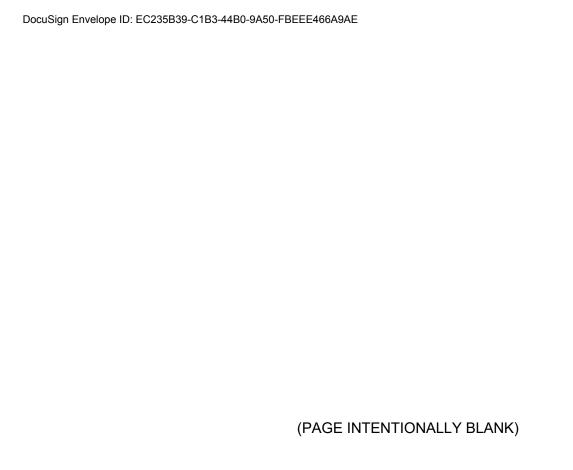
City Master Project No. 2019-PROJMSTR-0000103

City Project No. PWTRN201845165

ISSUED FOR BID FEBRUARY 4, 2020

Prepared by:

FELSBURG HOLT & ULLEVIG



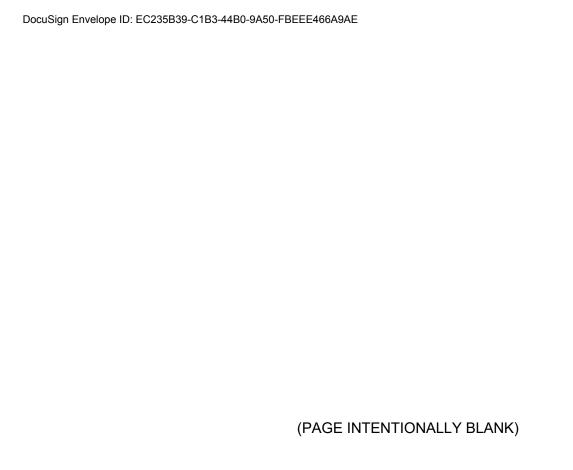
CITY AND COUNTY OF DENVER DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE SPECIAL PROVISIONS

MONTBELLO DITCH RAILING REPLACEMENTS, PHASE 3

CITY MASTER PROJECT NO. 2019-PROJMSTR-0000103 CITY PROJECT NO. PWTRN201845165

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<u>APPENDIX B</u> MGPEC VOLUME 1 – ITEM 9	43



GENERAL INFORMATION

General Contract Conditions

General Contract Conditions shall be the City and County of Denver, Department of Public Works, "Standard Specifications for Construction General Contract Conditions", 2011 edition and herein after modified shall be used for this project.

The following Denver General Contract Condition shall be deleted:

Title 18 – Warranties, Guarantees and Corrective Work

Standard Construction Specifications

Standard Construction Specifications shall be the Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction (Sections 100 to 700)", 2019 and as herein after modified shall be used for this project.

The following Section 100 Specifications shall be deleted, and Denver General Contract Conditions shall govern:

Section 102 – Bidding Requirements and Conditions

Section 103 – Award, and Execution of Contract

Section 107 - Legal Relations and Responsibility to the Public, except subsections

107.06, 107.15, and 107.25 which shall remain.

Standard Special Provisions

The Standard Special Provisions supplement or amend the referenced Standard Construction Specifications.

Project Special Provisions

Anything mentioned in the specifications and not shown in the drawings or shown in the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. The Project Special Provisions supplement or amend the referenced Standard Construction Specifications and/or Standard Special Provisions.

Detailed Construction Specifications

The Detailed Specifications for this project are defined in the City and County of Denver Contract Requirements and Contract Documents.

Standard Construction Details

It is the intent of the City to use applicable details from the City and County of Denver Design and Construction Standards. References to CCD, City, Department, or Engineer in the Standard Construction Details refer to the City and County of Denver Construction Manager.

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Montbello Ditch Railing Replacements, Phase 3 - The following Special Provisions shall supplement the 2019 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction.

PROJECT SPECIAL PROVISIONS

<u>Description</u>	<u>Page Nos.</u>
Index	PSP-1
Commencement and Completion of Work	PSP-3
Revision of Section 101 - Definition of Terms	PSP-4
Revision of Section 201 - Clearing and Grubbing	PSP-5
Revision of Section 202 - Recycling and Reuse	PSP-6-PSP-7
Revision of Section 202 - Removal of Asphalt Mat	PSP-8
Revision of Section 202 - Removal of Portions of Present Structure	PSP-9
Revision of Section 208 Erosion Control	PSP-10-PSP-22
Revision of Sections 401 & 403 - Hot Mix Asphalt	PSP-22
Revision of Section 514 - Pedestrian Railing Steel (Special)	PSP-24-PSP-25
Revision of Section 522 - Duplex Coating System	PSP-26-PSP-31
Revision of Section 601 - Concrete Class D (Wall)	PSP-32
Revision of Section 608 - Concrete Curb Ramps	PSP-33-PSP-34
Revision of Section 623 - Irrigation System	PSP-35-PSP-36
Revision of Section 625 - Construction Surveying	PSP-37-PSP-39
Permits and Licenses	PSP-40
Utilities	PSP-41
Revision of Section 630 - Construction Traffic Control	PSP-42

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COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall complete all work within 180 calendar days in accordance with the "Notice to Proceed".

Section 108 of the Standard Specifications is hereby revised for this project as follows:

Subsection 108.03 shall include the following:

Salient features for this project are:

- (1) Notice to Proceed
- (2) Mobilization(s)
- (3) Construction Traffic Control
- (4) Erosion Control
- (5) Removals
- (6) Railings and walls
- (7) Curb and Gutter, Curb Ramps
- (8) Sidewalk
- (9) Landscape Restoration

Working Hours

For information on working hours refer to section 306 of City and County of Denver's "Standard Specifications for Construction, General Contract Conditions", 2011 edition.

REVISION OF SECTION 101 DEFINITION OF TERMS

Technical Specifications related to construction materials and methods for the Work embraced under this Contract shall consist of the Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction dated 2019.

Certain terms utilized in the Specifications referred to in the paragraph above shall be interpreted to have different meanings within the scope of this Contract. A summary of redefinitions follows:

Subsection 101.27: Department shall mean the City and County of Denver, Colorado.

Subsection 101.28: Engineer shall mean the Project Manager, City and County of Denver or their designated representative.

Subsection 101.34: Inspector shall mean City and County of Denver, Colorado or their designated representative.

Subsection 101.36: Laboratory shall mean City and County of Denver, Colorado or their designated representative.

Subsection 101.47: Project Engineer shall mean the Project Manager, City and County of Denver, Colorado, or their designated representative.

Subsection 101.70: State shall mean City and County of Denver (where applicable).

REVISION OF SECTION 201 CLEARING AND GRUBBING

Section 201 of the Standard Specifications is hereby revised for this project as follows:

CONSTRUCTION REQUIREMENTS

Subsection 201.02 shall include the following:

Clearing and grubbing shall include stripping sod and removing and disposing of vegetation and debris.

Trees to remain shall be protected during clearing and grubbing operations, as well as for the duration of construction.

In Subsection 201.02, delete the second paragraph and replace with the following:

Clearing and grubbing shall be within the toe limits of the project, as identified in the plans. All other areas of clearing and grubbing shall be as directed by the Project Manager.

In Subsection 201.02, delete the sixth paragraph and replace with the following:

No material or debris shall be disposed of within the project limits; and, shall be legally disposed of off-site or preferably to a recycling center. The Contractor shall make all arrangements to obtain written permission from property owners for disposal locations outside the limits of the project. Copies of this written agreement shall be furnished to the Project Manager before the disposal area is used.

Existing trees, shrubs, bushes or grass, outside the designated work areas but inside the project limits that are damaged due to the Contractor's operations shall be replaced in kind at the Contractor's expense.

BASIS OF PAYMENT

In Subsection 201.04, add the following:

No separate payment will be made for sod stripping or any tree removal regardless of size or number of trees to be removed. Cost of sod stripping and tree removal shall be included in the unit price for clearing and grubbing.

REVISION OF SECTION 202 RECYCLING AND REUSE

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

Subsection 202.01 shall include the following:

This work consists of recycling or delivering items for reuse which are designated to be removed as a part of this project.

Concrete, concrete with reinforcing, and asphalt items which are to be recycled shall be as follows:

RECYCLED ITEM	MATERIAL
REMOVAL OF SIDEWALK	CONCRETE
REMOVAL OF CURB AND GUTTER	CONCRETE
REMOVAL OF CURB RAMP	CONCRETE
REMOVAL OF ASPHALT MAT	ASPHALT
REMOVAL OF PORTIONS OF PRESENT STRUCTURE	CONCRETE WITH REINF.

Steel items which are to be recycled shall be as follows:

RECYCLED ITEM	MATERIAL
REMOVAL OF PORTIONS OF PRESENT STRUCTURE	STEEL

-2REVISION OF SECTION 202 RECYCLING AND REUSE

Subsection 202.02 shall include the following:

Concrete, concrete with reinforcing, and asphalt shall be recycled at the following location, or as approved by the Engineer:

Oxford Recycling 2400 West Oxford Avenue Englewood, CO 80110-4340 (303) 762-1160

Steel shall be recycled at one of the following locations, or as approved by the Engineer:

ATLAS Metal and Iron Corp. 1100 Umatilla St. Denver, CO 80204 (303) 825-7166

Iron and Metals Inc. 5555 Franklin St. Denver, CO 80216 (303) 292-5555

The contractor shall maintain documentation of recycling deliveries and shall submit copies of documentation to the engineer.

Subsection 202.22 shall include the following:

The cost for recycling, including delivery, fees, and all labor, shall not be paid for separately, but will be included in the cost of the removal items. The cost for delivery of reused items shall not be paid for separately but shall be included in the cost of the removal items.

The contractor shall submit certifications of delivery from the approved recycling locations, prior to partial or full payment of that specific item.

REVISION OF SECTION 202 REMOVAL OF ASPHALT MAT

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

DESCRIPTION

Subsection 202.01 shall include the following:

This work includes removal and disposal of existing asphalt mat within the project limits as shown on the plans or at locations directed by the Project Manager. The Contractor shall determine the thickness of existing asphalt mat prior to beginning removal.

CONSTRUCTION REQUIREMENTS

In subsection 202.02 delete the seventh paragraph and replace with the following:

The existing asphalt mat shall be removed in a manner that minimizes contamination of underlying materials with the removed mat. Disposal of non-hazardous materials shall be handled according to the CCD Department of Public Works, Engineering Division SPECIAL CONTRACT CONDITIONS.

Irregularities and distresses on the unfinished surface, such as, but not limited to, delamination, raveling, and potholes that are identified by the Project Manager shall be repaired as soon as possible. All unfinished surfaces shall be covered with new asphalt within 3 calendar days.

The roadway shall be left in a safe and usable condition at the end of each work day. The Contractor shall take appropriate measures to ensure that the surface does not trap or hold water.

METHOD OF MEASUREMENT

Subsection 202.11 shall include the following:

The removal of the existing asphalt mat will be measured by the area in square yards, completed to the depth determined in subsection 202.01, and accepted.

BASIS OF PAYMENT

Subsection 202.12 shall include the following:

Payment will be made under:

Pay ItemPay UnitRemoval of Asphalt MatSquare Yard

Unless otherwise specified in the Contract, the disposal of the asphalt mat will not be measured and paid separately but shall be included in the work.

REVISION OF SECTION 202 REMOVAL OF PORTIONS OF PRESENT STRUCTURE

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

Subsection 202.01 shall include the following:

This work consists of the removal and recycling of existing concrete and pipe railing. See Revision of Section 202, Recycling and Reuse for additional requirements.

Subsection 202.02 shall include the following:

(a) Removal Details. At least 10 calendar days before start of work, the Contractor shall submit to the Engineer details of the removal operations showing the methods and sequence of removal and equipment to be used.

All methods and equipment used to accomplish this item shall be approved by the Engineer.

(b) Protection of Reinforcing Steel. The Contractor shall take all steps necessary to prevent cutting or otherwise damaging reinforcing steel projecting into the removed area of concrete. All reinforcing steel damaged by the Contractor's operations shall be repaired or replaced at the Contractor's expense.

Removal of portions of the present structure will be paid for at the contract unit price

Subsection 202.12 shall include the following:

Payment will be made under:

Pay ItemPay UnitRemoval of Portions of Present StructureEach

REVISION OF SECTION 208 EROSION CONTROL

Section 208 of the Standard Construction Specifications is hereby removed in its entirety and replaced with the following:

PART I: DEFINITIONS

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

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

Additional Definitions applicable to this Section are listed heretofore:

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

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

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

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

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

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

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

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

EROSION CONTROL

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

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

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

- a) owned or operated by a State, city, town, county, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of stormwater or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or a designated and approved management agency under Section 208 of the Federal Clean Water Act that discharges to State Waters;
- b) designed or used for collecting or conveying stormwater;
- c) which is not a combined sewer; and
- d) which is not part of a Publicly Owned Treatment Works (POTW).

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

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

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

-3REVISION OF SECTION 208 EROSION CONTROL

State Waters: Any and all surface waters which are contained in or flow in or through this State, not to include waters in sewage systems, waters in treatment works of disposal systems, waters in potable water distribution systems, and all water withdrawn for use until use and treatment have been completed.

Examples of State Waters include, but are not limited to, perennial streams, intermittent or ephemeral gulches and arroyos, ponds, lakes, reservoirs, irrigation canals or ditches, wetlands, stormwater conveyances (when they discharge to a surface water), and groundwater.

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

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

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

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

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

-4REVISION OF SECTION 208
EROSION CONTROL

PART II: DESCRIPTION

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

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

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

PART III: MATERIALS

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

PART IV: EROSION CONTROL PERMIT STATUS

The current SWMP status for the Project is as follows:

A SWMP is currently not required for this project as the proposed disturbed area and/ or proximity to stream does not meet the minimum criteria for requiring a CASDP. However, the responsibilities for minimizing sediment pollution from the Project have not been waived, and as such, the City hereby requires the Contractor to perform as specified in the following notes. Because a SWMP and CASDP are not necessary for the Project, all cost for performance of the following notes shall not be paid for separately, but shall be included in the work.

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

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

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The Contractor shall be held responsible for remediation of any adverse impacts to the MS4, State Waters, waterways, wetlands, and or other public or private properties,

resulting from work done as part of this Project.

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

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

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

- 1. VEHICLE TRACKING CONTROL: This BMP is required at all access points to a construction site that are used by vehicular traffic or construction equipment.
- 2. INLET PROTECTION: This BMP is required on all existing or proposed storm sewer inlets in the vicinity of the construction site that may receive site runoff. The BMP must be appropriate to the type of storm inlet and appropriate for the ground surface at the inlet.
- 3. INTERIM SITE STABILIZATION: This BMP is required to provide a measure for preventing the discharge of sediment from construction sites where over lot grading or other site disturbance has occurred. This BMP is particularly necessary on sites where construction activities/disturbance will be limited to small areas of the project site. Acceptable BMPs include:
 - a) Preserving existing vegetation
 - b) Seeding and planting
 - c) Mulchina
 - d) Mulching and seeding
 - e) Temporary/Permanent re-vegetation operations
 - f) Chemical soil stabilizer application (requires Permit Enforcement Authority approval)
- 4. WASTE MANAGEMENT/CONTAINMENT: This BMP requires that all construction wastes, fuels, lubricants, chemical wastes, trash, sanitary wastes, contaminated soils or debris shall be contained on site, protected from contact with precipitation or surface runoff, periodically removed from the construction site, and properly disposed of.

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

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PART V: CONSTRUCTION REQUIREMENTS

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

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

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

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

- 1) Ensure compliance with all water quality permits or certifications in effect during the construction work.
- Supervise the installation, construction, and maintenance of all BMPs specified in the Contract and coordinate the construction of BMPs with all other construction operations.
- 3) Direct the implementation of suitable BMPs as necessary to correct unforeseen conditions or emergency situations. Direct the dismantling of those features when their purpose has been fulfilled due to completion of each Project phase unless the Permit Enforcement Authority agrees that the features be left in place.
- 4) Attend the preconstruction conference, erosion control preconstruction inspection, Project scheduling meetings, weekly construction/field meetings, substantial completion and final stabilization inspections, and other meetings regarding construction that could impact water quality.
- 5) Evaluate all non-stormwater coming onto the site, such as springs, seeps, and landscape irrigation return flow. If such flow is identified, the ECS shall propose appropriate SWMP modifications to the Contractor to protect off-site water from becoming contaminated with sediment or other pollutants.
- 6) Coordinate with the Contractor to implement necessary actions to reduce anticipated or presently existing water quality or erosion problems resulting from construction activities.
- 7) Coordinate with the Contractor to ensure all labor, material, and equipment deployed to meet SWMP requirements is judged appropriately.
- 8) During construction, update and record the following items in the SWMP as changes occur:
 - (i) Construction boundaries (may require Major SWMP Modification)
 - (ii) Areas of disturbance (may require Major SWMP Modification)
 - (iii) Areas used for storage of construction materials, equipment, soils, or wastes.
 - (iv) Location of any dedicated asphalt or concrete batch plants.
 - (v) Location of construction offices and staging areas.
 - (vi) Location of work access routes during construction.
 - (vii) Location of borrow and waste.
 - (viii) Location of temporary and permanent stabilization

The ECS shall start a new site map before the current one becomes illegible. All site maps shall remain with the SWMP paperwork.

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- 9) Amend the SWMP whenever there are: additions, deletions, or changes in locations of BMPs. SWMP revisions shall be recorded immediately. Items shall be dated and signed at time of occurrence. Specifically, amendments shall include the following:
 - (i) A change in design, construction, operation, or maintenance of the site which would require the implementation of new or revised BMPs; or
 - (ii) Changes when the SWMP proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with construction activity.
 - (iii) Changes when temporary BMPs are no longer necessary from changes in Project phase and are removed. All inspection and maintenance activities or other repairs shall be documented.

All inspection and maintenance activities or other repairs shall be documented. The SWMP and documentation shall be kept on the Project site at all times.

- 10) Modify the site map with arrows to indicate direction of surface and storm water flowing across the Project site.
- 11) When adding or revising BMPs in the SWMP, amend the narrative to explain what, when, where, why, and how the BMP is being used, and add a detail to the SWMP.
- 12) If using existing topography, vegetation, etc. as a BMP, label it as such in the SWMP site map; amend the Narrative to explain when, why, and how the BMP is being used in the SWMP.
- 13) Record on the SWMP, and implement the approved plan for concrete and asphalt saw cutting, grinding, and milling containment and removal.
- 14) Update the potential pollutants list in the SWMP throughout construction meeting CASDP requirements.
- 15) Spills, leaks, or overflows that result in the discharge of pollutants shall be documented on the inspection form. The ECS shall record the time and date, weather conditions, reasons for spill, and how it was remediated. The ECS shall immediately report to the Contractor and Project Manager the following instances of noncompliance:
 - (i) Noncompliance which may endanger health or environment.
 - (ii) Spills or discharge of hazardous substance or oil which may cause pollution of the City MS4 or State Waters.
 - (iii) Discharge of stormwater which may cause an exceedance of a water quality standard.

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- 16) Perform a thorough inspection of the stormwater management system at least every seven (7) days and within 24 hours after any precipitation or snowmelt event with the potential to cause surface erosion. If no land disturbing construction activities are present during a storm event, post-storm event inspections shall be conducted prior to commencing any new land disturbing construction activities, but no later than seventy-two (72) hours following the storm event. The inspection records shall be kept on-site in a written or previously approved format. Inspections shall be conducted during the progress of the work, during work suspensions, or until Final Stabilization of all disturbed areas is approved by Permit Enforcement Authority and shall include the following services at a minimum:
 - (i) The construction site perimeter, disturbed areas, and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. BMPs identified in the SWMP shall be observed to ensure that they are operating correctly.
 - (ii) The description of potential pollutant sources, and the BMPs identified in the SWMP, shall be revised and modified as appropriate based on the results of the inspection as soon as practicable after such inspection. Modification to the SWMP shall be implemented in a timely manner and in accordance with applicable Permit requirements.
 - (iii) The operator shall keep a record of inspections. Uncontrolled releases of sediment or polluted storm water or measurable quantities of sediment found off the site shall be recorded with a brief explanation as to the measures taken to prevent future releases as well as any measures taken to clean up the sediment that has left the site. Inspection records shall be made available to the City upon request. Note: documentation of uncontrolled releases at site DOES NOT alleviate any State or Federal requirements for reporting of discharges or upset conditions. Care shall be taken to ensure compliance with all regulatory requirements at site.
 - (iv) Seven (7) day inspections are required during construction and at all times until Final Stabilization has been achieved. Seeding and mulching of disturbed areas does NOT count as final stabilization until such time as 70% pre disturbed vegetative cover has been achieved. Sites with growth in place sufficient to deter erosion that have not yet achieved final stabilization may petition the City to grant an alternative inspection schedule while awaiting additional growth for final stabilization. These inspections must be conducted in accordance with the above paragraphs.

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F) APPLYING BMPs TO STABILIZE SITE:

The duration of the exposure of incomplete construction to the effects of weather shall be as short as practicable. BMPs such as: seeding, surface roughening, mulching, applying tackifier, use of geotextiles and matting, permanent landscaping, or other selected BMPs shall be applied within fourteen (14) calendar days of completion of grading/soil disturbance activities to stabilize the construction site unless disturbed area is within 100 feet of an MS4 or State Waters or has slopes of 3 to 1 or greater in which case BMPs shall be implemented within seven (7) calendar days of completion of grading activities. Disturbed areas where work is temporarily halted shall be temporarily stabilized within seven (7) days after the activity ceased unless work is to be resumed within thirty (30) calendar days after the activity ceased.

Clearing and grubbing operations shall be scheduled and performed to minimize both the area of the Project disturbed at a given time and the amount of time that disturbed areas remain open. BMPs such as temporary seeding are required between successive construction stages when disturbed areas will not be stable or active for thirty (30) calendar days or more. No payment will be made for additional work required because the Contractor has failed to properly coordinate the BMP schedule, thus causing previously stabilized areas to be disturbed by operations that could have been performed prior to the stabilization. Upon failure of the Contractor to coordinate the permanent BMPs with the grading operations in a manner to effectively control erosion and prevent water pollution, the Permit Enforcement Authority can suspend the Contractor's grading operations and the Project Manager can withhold monies due to the Contractor on current estimates until such time that all aspects of the work are coordinated in an acceptable manner.

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

If the Contractor fails to maintain the BMPs in accordance with the Contract, or as directed, the City may at the expiration of a period of 48 hours, after having given the Contractor written notice, proceed to maintain BMPs as deemed necessary. The cost thereof will be deducted from any compensation due, or which may become due to the Contractor under this Contract.

- I) MINOR SWMP MODIFICATIONS: Shall be made in the field by the Contractor and thoroughly documented in the Contractor's SWMP narrative and drawings. Should the Permit Enforcement Authority deem minor field modifications inadequate, the Contractor may be required to a) make specific modifications as requested by the Permit Enforcement Authority or b) return to the original approved design specifications. Minor SWMP Modifications are allowed, covered under the original CASDP, and required as part of standard maintenance and operation.
- J) MAJOR SWMP MODIFICATION: The City reserves the right to require changes in the Work or Project Limits that may require a Major Modification to the SWMP and/or CASDP due to unforeseen circumstances. Should this occur, the Contractor will be responsible for the following (as applicable) and applying for CASDP amendment:
 - (i) Make required revisions to comply with changing Federal or State rulemaking if it occurs within timeframe of the Project.
 - (ii) Make required revisions due to unforeseen or unplanned conditions leading to deficient Drawings/ SWMP (hazardous materials encountered, landfills, expansion of work limits, etc.).
 - (iii) Prepare revised SWMP elements endorsed by a Professional Engineer licensed in the State of Colorado.
- K) <u>SUBSTANTIAL COMPLETION OF EROSION CONTROL</u>: When a CASDP is required for the Project, Substantial Completion of the Project as defined by the City and County of Denver General Contract Conditions cannot be reached until Substantial Completion of Erosion Control has been granted. Granting of Substantial Completion of Erosion Control must be requested by the Contractor and be approved by the Permit Enforcement Authority in the form of a "Certificate of Substantial Completion of Erosion Control".
- L) <u>FINAL STABILIZATION</u>: Granting of Final Stabilization must be requested by the Contractor and be approved by the Permit Enforcement Authority. Other permanent soil stabilization techniques may be proposed, in writing, by the Contractor and used upon approval, in writing, by the Project Manager and Permit Enforcement Authority.

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

- (i) The Contractor shall file Inactivation Request for Construction Activities Stormwater Discharge Permit (available within CASDP guidance documents) with the Permit Enforcement Authority.
- (ii) The Contractor shall coordinate with the Permit Enforcement Authority to hold a Final Inactivation Inspection.
- (iii) If passing, the Permit Enforcement Authority transmits a letter of approval for Final Stabilization.
- (iv) If not passing, the Permit Enforcement Authority transmits a letter of denial for Final Stabilization with associated inspection report to Contractor.
- (v) Stabilization, inspection and maintenance requirements shall continue until confirmation of having met final closure requirements have been granted in writing by the Permit Enforcement Authority.
 - When Final Stabilization has been reached, the Permit Enforcement Authority shall issue a "Certificate of Final Stabilization".
- (vi) Once the Inactivation request is approved by the City and County of Denver, the contractor can apply to close the State Stormwater Permit.

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PART VI: CONSTRUCTION OF BMPs

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

PART VII: METHOD OF MEASUREMENT

Erosion Control best management practices will not be measured separately but shall be included in the cost of Erosion Control.

PART VIII: BASIS OF PAYMENT

Payment will be made under:

Pay Item Pay Unit Erosion Control Each

All labor for installation of BMPs, maintenance of BMPs, and removal and disposal of sediment shall be paid for under Erosion Control.

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

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

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

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

Erosion Control pay item will be full compensation for the Erosion Control Supervisor including all materials, labor and equipment necessary for the ECS to perform the work. Commute time will not be measured and paid for separately, but shall be included in the work. The Erosion Control pay item shall include all labor, Professional Engineering (includes supervisory Professional Engineer licensed in the State of Colorado), and/or design fees to prepare modifications to Stormwater Management Plan(s), revise or amend Permits, coordinate with State and Local agencies, design special erosion control plans for emergency situations that develop during construction or unexpected weather conditions.

Additional stabilized construction/staging area proposed by the Contractor beyond the area included in the Bid shall be installed per requirements of the Permit Authority and Permit Enforcement Authority without any additional compensation.

END OF SECTION REVISION REVISION OF SECTIONS 401 & 403 HOT MIX ASPHALT

Sections 401 & 403 of the Standard Specification is hereby deleted and replaced with Item 9 "Hot Mix Asphalt Pavement" Specifications from the Metropolitan Government Pavement Engineers Council (MGPEC), Volume 1 Pavement Design Standards and Construction Specification, latest version, revised as follows.

The MGPEC Item 9 specification is available online at www.mgpec.org.

ITEM 9, Subsection 9.2.2 shall include the following:

The minimum requirements of the asphalt binder for this project shall meet the properties of PG 64-22.

ITEM 9, Subsection 9.17 shall include the following:

Payment will be made under:

Pay ItemPay UnitHot Mix Asphalt (Patching) (Asphalt)Tons

REVISION OF SECTION 514 PEDESTRIAN RAILING STEEL (SPECIAL)

Section 514 of the Standard Specifications is hereby revised as follows:

Subsection 514.01 shall include the following:

This work shall consist of construction of pedestrian railing in accordance with these specifications and in conformance with the lines and grades shown on the plans.

MATERIALS

Subsection 514.02 shall include the following:

Structural steel shall conform to the requirements of Section 509 and the following:

- (a) Tubes shall conform to the requirements of ASTM A500 Grade B.
- (b) Steel bars and steel plates shall conform to the requirements of ASTM A36.
- (c) Bolts shall conform to the requirements of ASTM A307.

Subsection 514.03 shall be revised to include the following:

Rail post sections shall be vertical. These elements shall be aligned with a tolerance of 1/4 inch from plumb.

Welding shall be in accordance with ANSI/AASHTO/AWS D1.5 and AWS D1.1 (latest edition). GMAW or SMAW will be permitted.

Radii of tubular steel shall be performed by the heat induction method. Tubes shall be curved to the radii indicated on the Plans by heating the entire material and pushing the tube through an electrical coil, thus inducing heat by the eddy current effect. Concurrent cooling of the tube shall produce tubes with smooth radii. The final product shall not exhibit kinks, wrinkling or ovality.

Possible fabricators that may be able to supply the Contractor with the curved steel tubing are:

Tulsa Tube Bending 4192 South Galveston Tulsa, OK 74107 918-446-4461 888-882-3637

Universal Industrial Sales, Inc. PO BOX 699 Pleasant Grove, UT 84062 801-785-0505

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Longero Iron Mountain Industries, Inc. 5680 Pecos Street Denver, CO80221 303-558-5199

Subsection 514.06 shall be revised to include the following:

The Contractor shall be responsible for field verifying actual constructed dimensions prior to ordering and installing materials for the Structural Steel Railing. The Contractor, at no cost to the City, shall complete any modifications made to the original plans required by the Engineer for the railing materials.

The paint system shall meet the Duplex Coating System Standard Specification with revisions.

General Notes:

Pedestrian Railing (Steel) (Special) shall be installed at the locations shown on the plans. Prior to fabrication of this item, two sets of working drawings which comply with the requirements of Section 105 shall be submitted to the Engineer for information only. The working drawings will not be approved or returned.

Subsection 514.07 shall be revised to include the following:

All steel tubing, ornamental infill, rail supports, anchor bolts, and mechanical rail connectors shall be included in the linear foot measurement for Pedestrian Railing (Steel)(Special).

Subsection 514.08 is hereby revised as follows:

Payment will be made under:

Pay ItemPay UnitPedestrian Railing (Steel)(Special)LF

REVISION OF SECTION 522 DUPLEX COATING SYSTEM

Section 522 of the standard specifications is hereby added to the Standard Specifications for this project as follows:

DESCRIPTION

522.01 This work consists of hot dip galvanizing and duplex coating steel structures as shown in the Contract.

MATERIALS AND CONSTRUCTION REQUIREMENTS

522.02

(a) General. The Contractor shall provide, install, and repair if necessary, all steel items that are prepared and coated in conformance with this Section. All repair and replacement of the finished coating necessary for final acceptance shall be at the Contractor's expense.

Steel products to be galvanized and coated shall be cleaned of weld spatter and bevel finished at exposed corners, edges and points. Areas having welds, cuts, bores, notches, or grooves shall also be beveled unless otherwise noted in the Contract or directed by the Engineer. Bevel work shall produce a uniform, smooth finish for galvanizing. Bevel size to be used is based on steel thickness and other criteria as follows:

Steel Thickness/Type	Bevel Size (inches)
Less than 1/2" thick	1/32" to 1/16"
Over 1/2" thick	1/16" to 1/8"
Bores, notches & grooves	root face of 1/32" to 1/16"

Welds shall be cleaned and finished according to AWS standards.

All coating measurements shall be taken with a Type 2 fixed probe Dry Film Thickness (DFT) gauge. The gauge shall be calibrated according to the Society for Protective Coatings (SSPC) Standard PA-2.

(b) Galvanizing. Galvanizing shall be done in accordance with the Contract requirements and AASHTO M 111 (ASTM A123) for the type of material being galvanized, except that items shall only be quenched with ambient air. The poles and arms for traffic signals and signs shall be hot dipped galvanized inside and outside. Chromate treatment of any type will not be permitted. Zinc-phosphate pretreatment or acrylic passivation pretreatments shall be as described in (d) below.

The Contractor shall submit a certificate of compliance (COC), conforming to subsection 106.12, confirming that all materials meet or exceed the galvanizing requirements described herein.

Spot areas not requiring galvanizing shall be marked and cleanly patched with material that prevents galvanization but does not weaken the adjacent spelter coating. Repair of patched areas shall be achieved by metallizing as described in (c) below.

Prior to galvanizing, the Contractor's galvanizer shall notify the Engineer in writing that the galvanized order is chromate free and air quenched. Products not certified chromate free by the Contractor's galvanizer shall be tested prior to galvanizing. The Contractor shall provide the Engineer with certification from an independent ASTM accredited laboratory listing all individual items that test chromate free. Testing shall comply with ASTM D-2092 Appendix X2. Test results shall be provided to the Engineer prior to galvanizing.

(c) Repair of Galvanized Products. Uncoated areas or damaged coating exceeding applicable specification limits shall be re-galvanized to meet the original specification requirements. Cuts made after galvanizing shall be ground, beveled, and smoothed before repair. Damaged galvanized areas shall be re-galvanized or metallized.

Metalizing shall conform to ASTM A-780, Annex A1 or Annex A3, except that minor repair areas shall be cleaned according to SSPC method SP-3. SSPC Method SP-2 may be used to clean difficult access areas. Thickness of the repair coat shall match adjacent galvanizing, as measured by a calibrated DFT gauge.

Coating imperfections such as burring, runs or drips, high spots, heavy dross, or ash inclusion shall be removed and cleaned at the Contractor's expense. Areas of re-work falling below zinc thickness limits shall be repaired at the Contractor's expense.

Printed Technical Data Sheets (PTDS) shall be provided to the Engineer for repair materials used.

(d) Preparing Galvanized Surfaces for Coating. Products shall be inspected for shipping and handling damage before surface preparation begins. Damage shall be reported to the Contractor's galvanizer and to the Engineer prior to repair. The Engineer will determine whether damaged items are to be repaired or replaced. Minor repair of galvanizing shall conform to (c) above, and shall be at the Contractor's expense.

The Contractor shall prepare each surface to be coated so that it has a slightly roughened profile without removing over 1.0 mil of the galvanized coating. Minimum ASTM zinc thickness specifications shall still apply after preparation.

Surfaces of fasteners to be coated shall be lightly brushed or sanded in a manner that will remove the least amount of zinc.

Surfaces that become soiled after pretreatment shall be cleaned prior to coating by low pressure, mild detergent wash and rinse. Stained or oiled surfaces may also be mildly scrubbed with a soft bristle nylon brush. Stubborn stains may be mildly scrubbed with a mix of 1 - 2 percent ammonia solution and thoroughly rinsed. Wash and rinse pressure shall not exceed 100 psi at 185° F temperature.

-3-SECTION 522 DUPLEX COATING SYSTEM

Surface preparation work shall be done according to one of the following methods:

1. Zinc-Phosphate Pretreatment. This treatment may be used only on new galvanizing less than 48 hours of age.

Items shall be immersed in a bath of acidic zinc-phosphate solution for 3 –6 minutes, rinsed with clean water, and dried. The first epoxy coat shall be applied within 48 hours after immersion treatment.

If treated items are shipped to a different coating facility they shall be rewashed, rinsed and dried to remove surface soiling. The first epoxy coat must still be applied within 48 hours after immersion treatment.

Acrylic Passivation Pretreatment. This treatment may be used only on fresh hot galvanizing or new galvanizing less than 48 hours of age. Only chrome-free solutions shall be used, applied by a method that ensures complete coverage of all surfaces to be coated. The Contractor shall provide the Engineer with treatment dates for each item and the PTDS for the solutions used.

The Contractor's galvanizer may apply solution to fresh hot galvanizing that is less than 6 hours of age, still clean, and dry and that has cooled to treatment application temperature guidelines.

If newly galvanized items are shipped to another treatment facility they shall be washed, rinsed and dried to remove surface soiling. The solution shall then be applied and cured according to the supplier's instructions.

Fully cured and treated items shall be rewashed, rinsed, and dried again just before coating. Items not coated within 100 days of treatment shall be abrasive blasted in conformance with subsection (d) 3.

3. Abrasive Blasting. This treatment may be used on galvanized items of any age if beveling requirements as listed in the third and fourth paragraphs of subsection (a) have been met.

The Contractor shall notify the Engineer in writing at least five working days before blasting begins. Zinc thickness shall be measured and recorded immediately after blasting and provided to the Engineer within 48 hours of blasting. Thickness limits and measurement frequency shall comply with the original applicable ASTM specification. Blast operations shall reasonably conform to ASTM Standard Practice D-6386, Subsection 5.4.1 except for small areas falling below required zinc thickness. These areas shall be repaired in accordance with subsection (c). No single area shall exceed 2 inches at its largest width or 12 inches at its longest dimension. The total repair area shall not exceed 1 percent of the coatable surface of the item; if limits are exceeded or zinc thickness is below the specification requirement, the item shall be re-galvanized in conformance with the original specification.

The Contractor shall measure and record the size, location and repair method used for all repairs. This information shall be included on the report of thickness measurements.

The first epoxy coat shall be applied within 90 minutes of abrasive blasting. Items shall be cleaned free of blast debris before coating. Compressed air used to clean items shall be free of oil, residue, oil and other harmful contaminants.

Thickness measurement is not required after surface preparation work has been completed.

DUPLEX COATING SYSTEM

(e) Coating and Paint Systems. Prepared items shall be coated with a two or three coat system described in this subsection. Alternative coating systems shall be pre-approved in writing by the Engineer. Manufacturer's PTDS for each coating type shall state test values for ASTM requirements of this subsection. Prior to product use the coating supplier shall provide the PTDS and certify to the Engineer in writing that all furnished coating materials meet applicable requirements of this subsection.

Faying surfaces shall not be painted unless written approval is given by the Engineer. All shop fabrication, including welds and attachments, shall be completed prior to coating unless otherwise specified in the Contract or directed in writing by the Engineer.

Inorganic zinc coatings shall not be used. Combined DFT of all coats applied over the galvanizing shall range from 6.5 to 10 mils with a topcoat DFT of 3 mils minimum. Dried color of the base coat and topcoat shall be visually contrasting. Finished color shall not vary more than 4 ΔE^* ab units from the specified color determined in accordance with ASTM D 2244.

Volatile Organic Compound (VOC) levels shall not exceed 3.0 pounds per gallon for each applied coat. Dry films shall contain less than 1 percent lead and other toxic heavy metals. The zinc concentration of each epoxy coat shall not exceed 40 percent. Top coats shall have a semi-gloss value of 50-75.

All coatings shall be able to withstand temperatures up to 180° F without sag, blister, or peel damage. Topcoat formulation shall provide weathering, chemical, and ultraviolet (UV) resistance. All coatings shall meet the following ASTM requirements as amended:

- (1) Corrosion Weathering. ASTM D-5894, minimum 6-cycles of exposure: Corrosion rating of 8 or higher according to ASTM D-1654. Blistering rating of 8 or higher according to ASTM D-714.
- (2) Impact Resistance. ASTM D-2794, 30 day test: Epoxies Minimum 40 inch-pounds All Topcoats Minimum 90 inch-pounds
- (3) Adhesion Testing. ASTM D-4541, 30 day test, Minimum 500 psi for either: Method B flat surface or Method E curved surface.
- (4) Abrasion Resistance. ASTM D-4060, 30 day test: Maximum 90 mg loss after 1000 cycles with a CS10 or CS17 wheel.
- (5) Flexibility. ASTM D-522, 30 day test Method B: Epoxies shall pass a 180 degree bend over a 3/4 inch mandrel. All Topcoats shall pass a 180 degree bend over a 3/8 inch mandrel.

Each coat shall be applied uniformly to provide an appearance free of laps, streaks, sags, drips, pinholes, and other discontinuities; all such defects shall be repaired prior to product shipment.

-5-SECTION 522 DUPLEX COATING SYSTEM

The Contractor's coater shall measure the DFT of each applied coat according to SSPC, Guide PA-2, except that measurements shall be taken with a calibrated Type 2 fixed probe gauge. Thickness records shall be provided to the Engineer prior to project shipment. The following two coating systems do not require pre-approval:

 Powder Coating. The Contractor's coater shall oven preheat the articles to abate outgassing potential. The Contractor's coater shall use compatible materials and coating processes to obtain proper coat to coat adhesion.

The epoxy powder base coat shall measure 2 to 6 mils DFT and be applied by electrostatic or air static spray. The powder formulation shall be a non-hybrid epoxy of antigassing grade.

The powder topcoat shall be electrostatic or air static spray applied and measure 3 to 6 mils DFT. The powder formulation shall be a non-acrylic, high-build, aliphatic-based, enhanced polyester or urethane polyester of anti-gassing grade.

2. Liquid Coating. The Contractor's coater shall apply coats by conventional or airless spray according to the supplier's guidelines. Minimal striping at difficult work areas is permissible. The Contractor's Coater shall use proper work methods and compatible materials to obtain proper coat adhesion. Thinning of paints shall be done according to the manufacturer's instructions so that thinned products conform to the solids content and VOC limits of this subsection.

The epoxy base coat shall measure 2 to 6 mils DFT. Paint shall be a low-blush epoxy polyamide, or a low-blush cycloaliphatic bisphenol-A polyamine. Minimum solids by weight of all epoxies used shall be 68 percent.

The topcoat shall measure 3 to 6 mils DFT. Paint shall be an aliphatic-based urethane polyester or aliphatic-based polyurea urethane. Specially formulated aliphatic-based polyaspartic polyureas may also be used over compatible epoxy bases.

(f) Repair of Coated Products. The Contractor shall repair damage from shipment, installation, field welding, or other activity during the construction. Damage shall be reported to the Engineer prior to repair. Repairs shall be as directed by the Engineer.

Significant repair procedures require written submittal of a proposed repair process from the Contractor. The Engineer shall approve the proposal in writing before repairs begin. Significant repairs are classified as:

- (1) Any damaged area to the base coat material over 1 square inch
- (2) Total repair areas exceeding 5 percent of the coating per item
- (3) Any single topcoat repair area over 64 square inches

-6-SECTION 522 DUPLEX COATING SYSTEM

Single areas smaller than 8 square inches requiring repair shall be scuffed with 220 grit sandpaper or equivalent scuff material. Larger areas up to 64 square inches may be cleaned according to SSPC, Method SP-2. All border areas at the undamaged topcoat shall be scuffed with 220 grit material.

Cleaned, scuffed areas shall be bordered and coated by airless or conventional spray. Work areas shall be adequately shielded to contain errant spray. Fresh repair areas shall be protected as necessary during the initial cure. Repair thickness shall reasonably match the adjacent coating.

The repair coat shall provide an appearance free of sags, runs, streaks, drips, pinholes, or other discontinuities. Spray can paint repair shall not be used.

- (g) Conditions for Final Acceptance of Coating. Within six weeks immediately prior to final project acceptance, the Engineer and a representative of CDOT's Staff Bridge Branch will conduct a final inspection of the coating. The Contractor's Superintendent shall also attend the inspection. Before final project acceptance, the Contractor shall repair the following defects found during the inspection:
 - a. Peeling on any portion of the coatings.
 - b. Blistering on any portion of the coatings.
 - c. Color fading below a 35 gloss rating, in accordance with ASTM D523.
 - d. Mottling defects that exceed 3 percent of the topcoat surface.
 - e. Visible cracking of the topcoat material.
 - f. Visible rusting discoloration on the coating.
 - g. Sag or other evidence of coating adhesion loss.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Duplex Coating System will not be measured and paid for separately, but shall be included in pay item Pedestrian Railing (Steel) (Special).

REVISION OF SECTION 601 CONCRETE CLASS D (WALL)

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

Subsection 601.02 shall include the following:

The maximum Water/Cementitious Material ratio for Concrete Class D is 0.40

Subsection 601.02 shall include the following:

Class C fly ash is not allowed in Class D Concrete.

Subsection 601.20 shall include the following:

Payment will be made under:

Pay Item Concrete Class D (Wall) Pay Unit

REVISION OF SECTION 608 CONCRETE CURB RAMPS

Section 608 of the Standard Specifications is hereby revised to include:

Subsection 608.01 shall include the following:

Concrete Curb Ramp construction shall conform to the lines and grades shown in the plans. Reference City and County of Denver's Standard Details for Curb Ramps (Detail 7.0a, 7.0B, & 7.3) for supplementary information. Construction of concrete curb ramps to include the installation of detectable warnings.

Subsection 608.02, delete in its entirety and replace as follows:

Materials shall meet the requirements specified in the following subsections:

Joint Fillers 705.01

Concrete for sidewalks, curb ramps, and driveways shall be Class "P", broom finish with natural color as specified in subsections 601.02 and 601.03, except that No. 67 coarse aggregate shall be used.

Truncated Domes (Surface Applied) and detectable warnings on curb ramps shall be Armor-Tile Tactile Systems or approved equal.

Alternate materials may be used, if pre-approved by the Engineer. The Contractor shall submit a sample of the product, the name of the selected supplier, and documentation that the product meets all contrast requirements and will be fully compatible with the curb ramp surface to the Engineer for approval prior to the start of work

Concrete shall be cured with a non-pigmented "clear" curing compound.

All concrete used for sidewalks, curb ramps, and driveways shall be reinforced with polypropylene fibers. Polypropylene fibers shall be FIBERMESH or FORTA FIBRE. Length of fibers shall be as recommended by the manufacturer. Add 1.5 pounds FIBERMESH or FORTA FIBRE per cubic yard of concrete. The fiber additive utilized in the concrete mix shall be that supplied by the Fibermesh Company, 4019 Industry Drive, Chattanooga, TN, 37416, (800) 635-2308, or approved equal. The contractor shall submit five (5) copies of fibrous concrete reinforcement product data for use by the Engineer.

Concrete will be subject to inspection and tests as required to assure compliance with quality requirements.

Subsection 608.03 shall include the following:

Detectable warnings on curb ramps shall be installed in strict accordance with the manufacturer's recommendations.

-2REVISION OF SECTION 608 CONCRETE CURB RAMPS

Subsection 608.03(d) is hereby revised to include:

The following sentences shall be added:

Finishing shall occur only after the disappearance of bleed water and the second paragraph of section 412.12 shall be adhered to. Sprinkling of pigment onto the fresh surface is not permitted.

Subsection 608.03(f) is hereby revised to include:

The following paragraphs shall be added:

The Contractor shall insure that new concrete items built under this contract drain properly and, as such, there are no areas of standing water on new concrete items. Any low spots in the new concrete items in excess of $\frac{1}{4}$ " will require removal and replacement of such items at the Contractor's expense.

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

Subsection 608.05 shall include the following:

Detectable warnings on curb ramps, including all work and materials necessary for fabrication, transport and installation will not be measured and paid for separately, but shall be included in the work.

Subsection 608.06 is hereby revised to include:

Excavation to proposed subgrade elevation will not be paid for separately but shall be included in the work.

Payment shall be full compensation for prep work, furnishing, and placing all materials, including detectable warnings, necessary to complete the work to the dimensions shown on plans. Reconditioning, forms, finishing, jointing, backfill and curing, will be in accordance with the plans and specifications and will not be paid for separately.

Payment will be made under:

Pay ItemPay UnitConcrete Curb RampSquare Yard

REVISION OF SECTION 623 IRRIGATION SYSTEM

Section 623 of the Standard Specifications is hereby revised to include:

Subsection 623.01 shall include the following:

All work shall conform to Denver Parks and Recreation Irrigation Standards and Details, see Appendix A for current Irrigation Specifications and Details. If there is a discrepancy between the Special Provisions and Parks Standards and Details, the Parks Standards shall prevail, except for the pay items for this project listed at the end of this section.

Subsection 623.15 shall include the following:

An on-site irrigation preconstruction meeting with Parks and Recreation Staff will be required, prior to ordering any materials. Contact the Project Manager (Mike Lopez) at 720-913-4511 to arrange the irrigation preconstruction meeting.

Subsection 623.32 shall include the following:

The lump sum bid items for Irrigation Reconstruction/Adjustment shall include all items necessary to complete the new irrigation systems. This includes all removals, irrigation materials (including but not limited to all items listed on the Irrigation Plan sheets for each intersection; HDPE pipe, PVC electrical conduit with wire, valves/valve boxes, fittings, drain valves, brackets/anchors for wall attachments, sprinkler heads), trenching/backfilling, concrete pads, all connections, and any other items necessary to complete the work. Below is a description of the irrigation work at each intersection:

Irrigation Reconstruction (53rd Avenue and Eagle Street):

The existing irrigation system (water line, electrical conduit, valve boxes, fittings, drain valves, etc.) shall be completely removed and replaced within the limits of construction. The waterline through the box culvert will need to be upgraded to DR-11 HDPE pipe. New valve boxes shall be set at the removal limits (both sides of the ditch), to connect the existing system into the new system components. A new DR-11 HDPE water pipe and PVC electrical conduit (w/ wire) shall be constructed from the new valve boxes to the intersection with 2' of cover. At the intersection, the water and electrical pipes shall be aligned to attach to the new railing wall (above the box culvert). It is critical that both the waterline and electrical conduit be secured to the backside of the new concrete wall (straight section), with no gaps between the pipes and the concrete. This will require numerous angle fittings, to achieve the proper alignment. Irrigation work shall be coordinated with the wall construction; it is anticipated that multiple mobilizations may be required.

In addition, the Contractor shall install electrical conduit (w/wire) and construct a 2' X 2' concrete pad for the new controller cabinet on the northwest corner. Exact location for new controller will be as directed by the Project Manager. The new controller cabinet will be furnished and installed by Parks forces.

-2REVISION OF SECTION 623 IRRIGATION SYSTEM

Irrigation Reconstruction (53rd Avenue and Altura Street):

The existing irrigation system (water line, electrical conduit, valve boxes, fittings, drain valves, etc.) shall be completely removed and replaced within the limits of construction. New valve boxes shall be set at the removal limits (both sides of the ditch), to connect the existing system into the new system components. New DR-11 HDPE water pipe and PVC electrical conduit (w/ wire) shall be constructed from the new valve boxes to the intersection with 2' of cover. At the intersection, the water and electrical pipes shall be aligned to attach to the new railing wall (above the box culvert). It is critical that both the waterline and electrical conduit be secured to the backside of the new concrete wall (straight section), with no gaps between the pipes and the concrete. This will require numerous angle fittings, to achieve the proper alignment. Irrigation work shall be coordinated with the wall construction; it is anticipated that multiple mobilizations may be required.

In addition, the Contractor shall install electrical conduit (w/wire) and construct a 2' X 2' concrete pad for the new controller cabinet on the southeast corner. Exact location for new controller will be as directed by the Project Manager. The new controller cabinet will be furnished and installed by Parks forces.

Irrigation Adjustment (53rd Avenue and Granby Street):

The existing irrigation components (water line and sprinkler heads) shall be removed within the limits of construction, and new sprinkler heads (4 total) will be installed through the RCBC, adjacent to the new slope and ditch paving.

Subsection 623.33 shall include the following:

Payment will be made under:

Pay ItemPay UnitIrrigation Reconstruction (Eagle)Lump SumIrrigation Reconstruction (Altura)Lump SumIrrigation Adjustment (Granby)Lump Sum

REVISION OF SECTION 625 CONSTRUCTION SURVEYING

Section 625 of the standard specifications is hereby revised as follows:

Delete section 625 and replace with the following:

DESCRIPTION

625.01: This work consists of the construction surveying, calculating, and staking necessary for the construction of all elements of the project. The work shall be done under the supervision of a Professional Land Surveyor (PLS) who is licensed in the State of Colorado.

Locating, preserving, referencing, installing and restoring land monuments such as Primary Control monuments from which the Right of Way or any land boundary will be calculated, described or monumented, Public Land Survey System (PLSS) monuments, General Land Office (GLO) monuments, Bureau of Land Management (BLM) monuments, Mineral Survey (MS) monuments, Right of Way (ROW) monuments, property boundary monuments and offsets, range points, benchmarks, easement monuments, and other monuments that are required by law or regulation to be established by a PLS, and the determination of any land boundary, shall be done under the supervision of a Professional Land Surveyor (PLS) who is licensed in the State of Colorado.

MATERIALS AND EQUIPMENT

625.02: The Contractor shall furnish all personnel, survey equipment, safety equipment, materials, and traffic control necessary to perform the required construction surveying and staking. All surveying equipment, including Electronic Distance Meters (EDM), total stations, theodolites, levels, rods, tapes, tripods, tribraches, and Global Positioning System (GPS) receivers and equipment.

If any survey equipment is found to be functioning outside the manufacturer's specified tolerance, certification from an approved repair facility showing that the instruments have been repaired, properly adjusted, or both if necessary shall be included in the survey records and submitted to the City Surveyor's Office before being used.

CONSTRUCTION REQUIREMENTS

625.03: A Construction Survey Conference shall be held with the City Surveyor's Office prior to performing any surveying work under this section. The Contractor's Surveyor (PLS) and Party. Chief shall attend. A Construction Survey Checklist shall be completed and signed by the City Surveyor's Office and the contractor.

The Contractor shall check and verify all established Primary horizontal and vertical control points.

All survey records generated shall be the property of the City and shall be available to the City. Surveyor's Office for inspection or reproduction at all times. All survey records shall be transmitted to the City Surveyor's Office for inclusion into the project records before final project acceptance.

-2REVISION OF SECTION 625 CONSTRUCTION SURVEYING

Electronic formats may be acceptable, please coordinate with the City Surveyor's Office. Copies of any new Monument Records filed by the PLS with the State Board of Registration shall be submitted to the City Surveyor prior to filing.

- **625.04:** Contractor Surveying. The Contractor's PLS shall perform all construction surveying and staking that is necessary for construction of the project.
- **625.05:** Staking. It is the responsibility of the Contractor's PLS to adhere to industry standards and acceptable practices in regards to staking. Any re-staking will be the responsibility of the Contractor's PLS at no cost to the City.
- **625.06:** Accuracy and Tolerances. It is the responsibility of the Contractor's PLS to adhere to industry standards and applicable standards with regard to horizontal and vertical accuracy tolerances.
- **625.07:** Responsibility and Inspection. Supervision and coordination of construction surveying and staking is the Contractor's responsibility. The City Surveyor's Office or Engineer may inspect the Contractor's surveying; however, such inspection will not relieve the Contractor of any responsibility for accuracy or completeness of work. All Contractor surveying inaccuracies, errors, or omissions shall be corrected at the Contractor's expense.
- **625.08:** Reset Monuments and Stakes. Survey monuments, benchmarks, and other significant stakes that are damaged, destroyed, or made inaccessible by the progress of construction shall be replaced, transferred or reestablished at the Contractor's expense.

Locating, preserving, referencing, installing and restoring land monuments as described in 625.01, shall be done in accordance with Section 629, under the supervision of a PLS who is experienced and competent in Right of Way and boundary surveying and licensed in the State of Colorado.

- **625.09:** Changes. All changes in lines and grades required by field conditions and all discrepancies in grades, alignment, location or dimensions detected by the Contractor shall be immediately submitted to the Engineer in writing. No changes in given data or plans will be allowed unless approved by the Engineer in writing. All changes shall be documented by the contractor.
- **625.10:** Pay Quantities Measurements. The Engineer will perform all interim and final measurements deemed necessary by the City to determine contract pay quantities. The Contractor shall establish and maintain Control points and stationing as required for these measurements.
- **625.11:** Survey Records. Survey records shall be completed as the work is done. Field survey notes for construction surveying and checking by the Contractor shall be recorded in survey records in conformance with industry standards and acceptable practices.

-3REVISION OF SECTION 625 CONSTRUCTION SURVEYING

All survey records generated shall be the property of the City and shall be available to the City Surveyor's Office or the Engineer for inspection or reproduction at all times. All survey records shall be transmitted to the City Surveyor's Office for inclusion into the project records before final project acceptance. All survey records shall be stamped with the seal of, and signed by, the responsible PLS.

Electronic submittal of survey records may be acceptable, please coordinate with the City Surveyor's Office.

METHOD OF MEASUREMENT

625.12: Construction surveying will not be measured but will be paid for per intersection as Each.

BASIS OF PAYMENT

625.13: Payment for construction surveying will be bid as an Each item and will be full compensation for all surveying work necessary to complete the project to include all resetting of stakes, marks, monuments and preparing survey documentation as required. Partial payment for construction surveying, as determined by the Engineer, will be made as the work progresses.

Payment will be made under:

Pay ItemPay UnitConstruction SurveyingEach

Traffic control for construction surveying will be measured and paid for in accordance with Section 630.

PERMITS AND LICENSES

Unless otherwise specified, the Contractor shall procure all permits and licenses; pay all charges, fees, and taxes, including permits procured for this project by others; and give all notices necessary and incidental to the due and lawful prosecution of the work. The costs of these permits will not be paid for separately, but shall be included in the work.

Prior to beginning work, the Contractor shall furnish the Engineer with a written list of all permits required for the proper completion of the contract. \The list shall clearly identify the types of permits that must be obtained before work on any particular phase or phases of work can be started. Copies of the fully executed permits shall be furnished to the Engineer upon request.

The Contractor shall obtain, but not limited to, the following permits:

Permits, Clearances, Etc.	Required By	Responsible	Notes
CCD Street Cut and ROW Occupancy Permit			Apply through DES Construction Engineering at least two weeks prior to scheduled start of work. Traffic control plans and project schedule must be approved prior to permit application.
CCD Parks and Recreation Construction and Access Permit	CCDPR	Contractor	Anticipated start and completion date must be submitted with the permit.
CCD Construction Permit	CCD	Contractor	Pre-construction meeting with CCD Construction Engineering required prior to start of work.
APEN (Air Pollution Emissions Notice) Permit	CDPHE	Contractor	
CDPHE Groundwater Dewatering Permit	CCD	Contractor	

UTILITIES

The Contractor shall perform work in accordance with Section 804 of the City and County of Denver, Department of Public Works, Standard Specifications for Construction, General Contract Conditions.

Prior to excavating, the Contractor shall locate all potential conflicts with existing buried utility facilities with the proposed construction. The Contractor shall comply with Article 1.5 of Title 9. CAS ("Excavation Requirements") when excavating or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least three (3) business days, not including the actual day of notice prior to commencing such operations. Contact the Utility Notification Center of Colorado (UNCC), use phone no. 1-800-922-1987 to have locations of UNCC registered lines marked by member companies.

Please note that UNCC marks only its members' facilities; other facilities, such as ditches and drainage pipes may exist, and it is the Contractor's responsibility to investigate, locate and avoid such facilities. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavation or grading.

If a conflict exists, the Contractor shall contact utility owners 5 days prior to potholing to allow their observation of potholing activities. The Contractor shall modify construction plans to avoid existing underground facilities as needed, and as approved by the Engineer.

All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work.

REVISION OF SECTION 630 CONSTRUCTION TRAFFIC CONTROL

Development of the MHT's, furnishing, placing and removing traffic control devices, flagging and Traffic Control Management will not be measured separately, but included in Each for Construction Traffic Control per Intersection.

Delete Subsection 630.16 and replace with the following:

Payment for Construction Traffic Control will be full compensation for furnishing, erecting, cleaning, maintaining, resetting, repairing, replacing, removing and disposing of construction traffic control.

Payment will be full compensation for developing and carrying out the MHT.

Payment will be full compensation labor, materials and equipment required for Traffic Control Management, Traffic Control Inspection and Flagging.

Pay ItemPay UnitConstruction Traffic ControlEach

MONTBELLO DITCH RAILING REPLACEMENTS

CDOT STANDARD SPECIAL PROVISIONS

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Revision of Section 106 – Non-Federal Aid	October 1, 2019	SSP-4
Revision of Section 109 – Prompt Payment (Local Agency)	October 1, 2019	SSP-5
Revision of Section 601 – Structural Concrete	October 4, 2019	SSP-6

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REVISION OF SECTION 105 CONSTRUCTION DRAWINGS

Section 105 of the Standard Specifications is hereby revised for this project as follows: Delete subsection 105.02(f).

REVISION OF SECTION 106 NON-FEDERAL AID

Section 106 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 106.11(a) and replace it with the following:

(a) Federal Buy America requirements for iron and steel do not apply to this project.

PROMPT PAYMENT (LOCAL AGENCY)

Section 109 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 109.06(e) and replace with the following:

(e) Prompt Payment. The Contractor shall pay subcontractors and suppliers for all work which has been satisfactorily completed within seven calendar days after receiving payment for that work from the Local Public Agency (LPA). For the purpose of this section only, work shall be considered satisfactorily complete when the LPA has made payment for the work. The Contractor shall include in all subcontracts a provision that this requirement for prompt payment to subcontractors and suppliers must be included in all subcontracts at every tier. The Contractor shall ensure that all subcontractors and suppliers at every tier are promptly paid. If the Contractor or its subcontractors fail to comply with this provision, the Engineer will not authorize further progress payment for work performed directly by the Contractor or the noncompliant subcontractor until the required payments have been made. The Engineer will continue to authorize progress payments for work performed by compliant subcontractors.

Delete subsection 109.06(f)5 and replace with the following:

5. In determining whether satisfactory completion has been achieved, the Contractor may require the subcontractor to provide documentation such as certifications and releases, showing that all laborers, lower-tiered subcontractors, suppliers of material and equipment, and others involved in the subcontractor's work have been paid in full. The Contractor may also require any documentation from the subcontractor that is required by the subcontract or by the Contract between the Contractor and the LPA or by law such as affidavits of wages paid, material acceptance certifications and releases from applicable governmental agencies to the extent that they relate to the subcontractor's work.

Delete subsection 109.06(f)8 and replace with the following:

8. If additional quantities of a particular item of work are required at a later date after final measurement has been made, the Contractor shall perform this work in accordance with Contract requirements and at unit bid prices.

For this subsection only, satisfactory completion of all work described on CDOT Form No. 205 is when all tasks called for in the subcontract as amended by changes directed by the Engineer have been accomplished and documented as required by the LPA.

The requirements stated above do not apply to retainage withheld by the LPA from monies earned by the Contractor. The LPA will continue to process the release of that retainage based upon the completion date of the project as defined in the Commencement and Completion of Work special provision.

Delete subsection 109.06(f)9 and replace with the following:

9. If during the prosecution of the project a portion of the work is partially accepted in accordance with subsection 105.21(a), the Contractor shall release all subcontractors' retainage on the portion of the partially accepted work performed by subcontractors. Prior to the LPA releasing the Contractor's retainage on work that has been partially accepted in accordance with subsection 105.21(a), the Contractor shall submit to the Engineer a certified statement for each subcontractor that has participated in the partially accepted work. The statement shall certify that the subcontractor has been paid in full for its portion of the partially accepted work including release of the subcontractor's retainage. The statement shall include the signature of a legally responsible official for the subcontractor.

PROMPT PAYMENT (LOCAL AGENCY)

Delete subsection 109.06(g) and replace with the following:

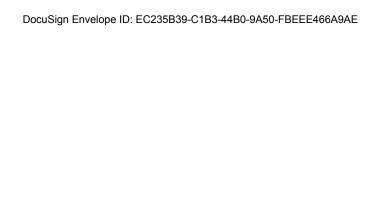
- (g) Good Cause Exception. If the Contractor has "good cause" to delay or withhold a subcontractor's progress payment, the Contractor shall notify the LPA and the subcontractor in writing
- (h) within seven calendar days after receiving payment from the LPA. The notification shall specify the amount being withheld and provide adequate justification for withholding the payment. The notice shall also clearly state what conditions the subcontractor must meet to receive payment. "Good cause" shall include but not be limited to the failure of the subcontractor to make timely submission of required paperwork.

Delete subsection 109.06(h) and replace with the following:

(i) Monthly Reporting. On a monthly basis, the Contractor shall submit the Form 1418, Monthly Payment Report, to the Engineer along with the project schedule updates, in accordance with subsections 108.03(g). Failure to submit a complete and accurate Form 1418 shall be grounds for CDOT to withhold subsequent payments or retainage from the Contractor.

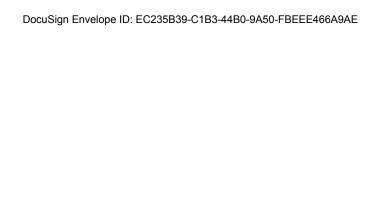
APPENDIX A

DENVER PARKS AND RECREATION 2019 IRRIGATION SPECIFICATIONS AND DETAILS



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APPENDIX B MGPEC VOLUME 1 - ITEM 9



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CITY AND COUNTY OF DENVER STATE OF COLORADO



DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

Plans/Drawings

Contract Number: 201952972

2020 Bond Paving #4 January 6, 2020

CITY & COUNTY OF DENVER DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE

PLANS OF PROPOSED

CITY MASTER PROJECT NO. 2019-PROJMSTR-0000103 CITY PROJECT NO. PWTRN201845165

MONTBELLO DITCH RAILING REPLACEMENTS

SCALE OF ORIGINAL DRAWINGS

ON PLAN 1" = 1

ISSUED FOR BID PLAN SET February 4, 2020

Signature Block

Executive Director of Department of Transportation and Infrastructure

City Engineer

Director of Infrastructure of Project Management

City Traffic Engineer

Small Business Opportunity Division



INDEX OF SHEETS

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2	SP-1	STANDARD PLANS LIST
3-5	GN-1 TO GN-3	GENERAL NOTES
6	SQ-1	SUMMARY OF APPROXIMATE QUANTITIES
7	1	PROJECT CONTROL DIAGRAM
	53RD AVENU	E AT EAGLE STREET
8	PD-1	POINT DATA
9	RM-1	REMOVAL AND RESET PLAN
10	PL-1	ROADWAY PLAN
11	CD-1	CURB RAMP DETAILS
12	RP-1	RAILING PLAN
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47-50		IRRIGATION PLANS (FOR INFORMATION ONL

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TRANSPORTATION ENGINEERING STANDARD DRAWINGS

	<u>NO.</u>	<u>TITLE</u>	
	1.0	INDEX OF STANDARD DRAWINGS	
	1.1	LEGEND LOCAL STREET CROSS-SECTION AND STANDARD UTILITY PLACEMENT DETAIL COLLECTOR - 2 OR 3 LANE CROSS-SECTION ARTERIAL - 4 LANE WITH MEDIAN AND NO PARKING CROSS-SECTION ARTERIAL - 6 LANE WITH MEDIAN AND PARKING CROSS-SECTION CURB & GUTTER AND DETACHED SIDEWALK CURB & GUTTER AND ATTACHED SIDEWALK TYPICAL CURB & GUTTER SECTIONS SPECIAL USE CURB & GUTTER SECTIONS CONCRETE GUTTER OVERLAY	
	□ 5.3 □ 5.4	SPECIAL USE CURB & GUTTER SECTIONS CONCRETE GUTTER OVERLAY	
	□ 5.5 □ 5.6	CURB BULB EXTENSION MONOLITHIC MEDIAN CURB NOSE	
	□ 6.0 □ 6.1	STANDARD RESIDENTIAL CURB CUT STANDARD COMMERCIAL & MULTI-FAMILY CURB CUT	
	□ 6.2	CURB CUT CROSS-SECTIONS	
	□ 6.3■ 7.0a,b	CORNER CLEARANCES & MINIMUM DISTANCES BETWEEN CURB CUTS CURB RAMP NOTES FOR CURB RAMPS	
	□ 7.1 ■ 7.2a	CURB RAMP TYPE 1 CURB RAMP TYPE 2	
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ott.D	■ 7.7 ■ 7.8	CURB RAMP TYPICAL SECTION TYPICAL SIDEWALK TRANSITIONS TO CURB RAMP LANDING	
	☐ 7.9 ☐ 8.0	SIGNAL EQUIPMENT CLEAR ZONE INTERSECTION VALLEY GUTTER	
1 PM,	□ 8.1	SIDEWALK CHASE DRAIN AND TREAD PLATE	
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3	□ 10.0 □ 10.1	TYPICAL ALLEY LAYOUT ALLEY CUT	
2/3/2020	□ 10.2	ALLEY CUT (HISTORIC DISTRICT)	
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-	□ 11.6	CONCRETE ROADWAY JOINTING AT NEW MANHOLES AND ALL INLETS	
/sgui	□ 11.7 □ 11.8	CONCRETE ROADWAY JOINTING AT EXISTING MANHOLES CONCRETE ROADWAY TYPICAL JOINT LAYOUT	
3)\CADD\Design\Drawings\M1	□ 11.9 □ 11.10	CONCRETE ROADWAY PANEL REPLACEMENT CONCRETE STREET EXPLORATORY HOLES (POTHOLES) TYPICAL REPAIR	
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onti	□ 15.0	RIGHT-OF-WAY SURVEY CONTROL-RANGE POINTS DATE: 4717	

WASTEWATER STANDARD DETAILS

<u>NO.</u>	TITLE
□ S-301.1	TRENCHING AND BEDDING - PART I
□ S-301.2	TRENCHING AND BEDDING - PART II
□ S-350	ENCASEMENT OF SANITARY SEWERS
□ S-401	SHIPLAP JOINTS/TYPE R JOINTS
□ S-450	INLET CONNECTIONS AND PIPELINE CLOSURES
□ S-501.1	PRECAST MANHOLE BARRELS AND TOP SECTIONS
□ S-502	MANHOLE BASE CONSTRUCTION- TYPE A/C
□ S-503	TYPE B MANHOLE
□ S-504.1	TYPE P MANHOLE
□ S-504.2	TYPE P MANHOLE BASE SECTIONS
□ S-520	TYPICAL MANHOLE BASE CHANNELIZATION
□ S-530	MANHOLE OUTSIDE DROP
□ S-550	WATER STOP GASKET
□ S-616.1	SINGLE NO. 16 INLET
□ S-616.2	DOUBLE NO. 16 INLET
□ S-616.3	TRIPLE NO. 16 INLET
□ S-606V	SINGLE, DOUBLE, TRIPLE VALLEY INLET
☐ S-620.1	NO. 14 INLET (SHEET 1)
□ S-620.2	NO. 14 INLET (SHEET 2)
□ S-701	24" DIAMETER RING & COVER
□ S-716	GRATE & FRAME, ADJUSTABLE CURB BOX
□ S-750	MANHOLE STEPS

NOTE: THE MOST CURRENT CITY AND COUNTY OF DENVER STANDARDS AND DETAILS TO BE USED FOR THE DESIGN AND CONSTRUCTION OF EACH PHASE OF THE PROJECT.

THE STANDARD DRAWINGS/DETAILS INDICATED HEREON BY A MARKED BOX ARE TO BE USED TO CONSTRUCT THIS PROJECT.

ALL OF THE STANDARD DRAWINGS, AS SUPPLEMENTED AND REVISED, APPLY TO THIS PROJECT WHEN USED BY DESIGNATED PAY ITEM OR SUBSIDIARY ITEM.

TRAFFIC STANDARD DRAWINGS

NO.	<u>TITLE</u>
□ 16.1.1	TRAFFIC SIGNAL NOTES
□ 16.1.2	LEGEND/KEY NOTES
□ 16.1.3	SPAN WIRE SIGNAL DESIGN
□ 16.1.4	MOUNTING HARDWARE
□ 16.1.5	LOOP DETECTION
□ 16.1.6	CONDUIT DETAILS
□ 16.1.7	PULL BOXES
□ 16.1.8	SIGNAL POLE FOUNDATION
□ 16.1.9	MAST ARM POLE LOADS
□ 16.1.10	MOUNTING DETAILS
□ 16.1.11	TABLE DATA
□ 16.1.12	LUMINAIRE DETAILS
□ 16.1.13	PEDESTAL POLE DETAILS
□ 16.1.14	POLE FOUNDATION DETAILS
□ 16.1.15	FOUNDATION FOR XCEL FACILITIES
□ 16.1.16	"P" CABINET BASE
□ 16.1.17	"P" CABINET & BASE
□ 16.1.18	"M" CABINET BASE
□ 16.1.19	METER PEDESTAL CABINET DETAILS
□ 16.1.20	METER PEDESTAL CABINET FOUNDATION AND BASE
□ 16.1.21	FLASHING BEACON DETAILS
□ 16.1.22	DRIVER'S FEEDBACK SIGN DETAILS
□ 16.1.23	FLASHING BEACON & SIGN SHEET 1
□ 16.1.24	FLASHING BEACON & SIGN SHEET 2
□ 16.2.1	CROSSWALK LAYOUT DETAILS
□ 16.2.2	PAVEMENT MARKING DETAILS SHEET 1
□ 16.2.3	PAVEMENT MARKING DETAILS SHEET 2
□ 16.2.4	BIKE LANE TYPICAL MARKING DETAILS
□ 16.2.5	CENTRAL BUSINESS DISTRICT PAVEMENT MARKING DETAILS
□ 16.2.6	SINGLE SIGN POST MOUNTING DETAILS
□ 16.2.7	MULTIPLE SIGN POST MOUNTING DETAILS
□ 16.2.8	ONE-WAY SIGN PLACEMENT DETAILS
□ 16.2.9	TRAFFIC SIGN UTILITY POLE MOUNTING DETAIL
□ 16.2.10	GROUND MOUNT STREET NAME SIGN INSTALLATION DETAIL
□ 16.2.11	GROUND MOUNT STREET NAME SIGN DETAIL
□ 16.2.13	OVERHEAD STREET NAME SIGNS
□ 16.2.14	PARKING METER POST INSTALLATION
□ 16.2.15	BARRICADE DETAILS

CITY AND COUNTY OF DENVER STANDARD DRAWINGS LIST

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	Detailer:	SED	Numbers			
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SURVEYING

1. PRIOR TO BEGINNING WORK ON THE PROJECT, THE CONTRACTOR'S SURVEYOR SHALL PERFORM A SURVEY TO VERIFY ALL SURVEY CONTROL POINTS, CITY OF DENVER RANGE POINTS, SECTION CORNERS, AND BENCHMARKS AS SHOWN ON THE SURVEY CONTROL DIAGRAM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ALL LAND SURVEY MONUMENTS DISRUPTED BY CONSTRUCTION ACTIVITIES OR BY NEGLIGENCE ON THE PART OF THE CONTRACTOR. THE CONTRACTOR IS REQUIRED TO FOLLOW COLORADO STATE LAW REGARDING SURVEY MONUMENTS. THE CONTRACTOR SHALL RETAIN A COLORADO LICENSED PROFESSIONAL LAND SURVEYOR TO RESET ANY AFFECTED SURVEY MONUMENTS. THIS WILL NOT BE PAID SEPARATELY, BUT SHALL BE INCLUDED IN THE WORK UNLESS SPECIFIED OTHERWISE IN SECTION 629. FOR FURTHER INFORMATION CONTACT:

PUBLIC WORKS — SURVEY DEPARTMENT ATTN: CITY SURVEYOR 201 W. COLFAX AVE. DENVER, CO 80202 720-865-3121

2. PROPOSED FINISHED GROUND ELEVATIONS FOR ITEMS TO BE ADJUSTED, RESET OR MODIFIED SHALL BE FIELD VERIFIED BY THE CONTRACTOR.

GENERAL

- PROPOSED FINISHED GROUND ELEVATIONS FOR ITEMS TO BE ADJUSTED, RESET, OR MODIFIED SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING, BUT NOT LIMITED TO EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.
- 3. THE CONTRACTOR SHOULD REMOVE MATERIALS AND EQUIPMENT FROM THE ROADWAY ROW AT THE CLOSE OF DAILY OPERATIONS. THE TRAFFIC CONTROL PLAN (TCP) MUST INCLUDE PROTECTIVE MEASURES WHERE MATERIALS AND EQUIPMENT MAY BE STORED IN THE ROW, BUT ENSURE FIVE FEET OF PEDESTRIAN CLEARANCE ON SIDEWALKS. THE CONTRACTOR SHALL NOT STOCKPILE MATERIAL IN THE CLEAR ZONE OF THE TRAVELED WAY.
- 4. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PROJECT PERMITS ASSOCIATED WITH CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR BEING AWARE OF, NOTIFYING, COORDINATING AND SCHEDULING ALL INSPECTIONS REQUIRED FOR FINAL APPROVALS AND PROJECT ACCEPTANCE. ALL WORK, INCLUDING CORRECTION WORK, IS SUBJECT TO NOTIFICATION AND INSPECTION REQUIREMENTS.
- 5. IF ANY OF THE CONTRACTOR'S OPERATIONS DESTROY OR DAMAGE ANY PROPERTY, PUBLIC OR PRIVATE, THE CONTRACTOR SHALL PROMPTLY REPAIR OR REPLACE SUCH PROPERTY, TO THE SATISFACTION OF THE PROJECT MANAGER, BEFORE THE CITY WILL ACCEPT OR PAY FOR THE WORK PERFORMED UNDER THE CONTRACT. IF THE CONTRACTOR FAILS TO REPAIR OR REPLACE SUCH PROPERTY, THE CITY, AT THE SOLE DISCRETION OF THE MANAGER, MAY UNDERTAKE SUCH REPAIR OR REPLACEMENT AND DEDUCT THE COST OF THE SAME FROM AMOUNTS PAYABLE TO THE CONTRACTOR UNDER THE CONTRACT.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS—BUILT INFORMATION ON A SET OF RECORD DRAWINGS KEPT ON THE CONSTRUCTION SITE, AND AVAILABLE TO THE CITY INSPECTOR AT ALL TIMES. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL SUBMIT RECORD DRAWINGS, IN AN AUTOCAD COMPATIBLE FORMAT, TO THE CITY. THE PRODUCTION OF THESE DOCUMENTS WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE WORK.
- 7. ALL WORK SHALL CONFORM TO CURRENT CITY AND COUNTY OF DENVER STANDARDS AND SPECIFICATIONS. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO THE LATEST EDITION OF THE CITY STANDARDS SPECIFICATIONS, OR HALT CONSTRUCTION UNTIL THE CONFLICT IS RESOLVED.
- 8. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, ALL STORM DRAIN INLETS, LATERALS, MAINS AND OTHER STORM RUNOFF APPURTENANCES WITHIN THE PROJECT LIMITS SHALL BE CLEARED OF SEDIMENT AND DEBRIS IN ACCORDANCE WITH DENVER WASTEWATER MANAGEMENT DIVISION STANDARDS. AFTER CONSTRUCTION, THE CONTRACTOR SHALL REMOVE ANY SEDIMENT OR DEBRIS FROM THE STORM SEWER SYSTEM AT NO COST TO THE CITY.
- PRIOR TO FINAL ACCEPTANCE, ALL DISTURBED PORTIONS OF ROADWAY ROW SHALL BE CLEANED UP AND RESTORED TO THEIR ORIGINAL CONDITION, SUBJECT TO CITY APPROVAL.

- 10.NO WORK SHALL BE PERMITTED ON WEEKENDS OR HOLIDAYS WITHOUT PRIOR AUTHORIZATION OR UNLESS OTHERWISE SPECIFIED. THE CITY MAY RESTRICT WORK IN THE ROW DURING ADVERSE WEATHER CONDITIONS OR DURING PERIODS OF HIGH TRAFFIC VOLUME.
- 11. NO CLEATED OR TRACKED EQUIPMENT MAY WORK IN OR MOVE OVER PAVED SURFACES WITHOUT MATS.

PROJECT PLANS, SPECIFICATIONS, PERMITS

- 1. ALL MATERIAL, EQUIPMENT, INSTALLATION AND CONSTRUCTION WITHIN THE ROW SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING STANDARD REFERENCES AS APPLICABLE:
 - a. CITY AND COUNTY OF DENVER, STANDARDS AND DETAILS FOR ENGINEERING DIVISION (INCLUDING LATEST EDITIONS)
 b. STORM DRAINAGE AND SANITARY SEWER CONSTRUCTION DETAIL
 - AND TECHNICAL SPECIFICATIONS
 - c. DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS FOR CONSTRUCTION GENERAL CONTRACT CONDITIONS
 - d. WASTEWATER MANAGEMENT DIVISION STANDARD DETAILS
 - e. TRAFFIC STANDARD DRAWINGS AND TRAFFIC ENGINEERING SERVICES PROJECT SPECIALS
 - FEDERAL HIGHWAY ADMINISTRATION (FHWA), MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR STREETS AND HIGHWAYS AND THE COLORADO SUPPLEMENT THERETO
 - g. AMERICAN ASSOCIATION OF STATE AND HIGHWAY TRANSPORTATION OFFICIALS (AASHTO) ROADSIDE DESIGN GUIDE
 - h. THE COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND ITS SUPPLEMENTS. THE CDOT LATEST EDITION OF THE STANDARD PLANS (M&S STANDARDS).
- 2. THE CONTRACTOR SHALL HAVE ONSITE AT ALL TIMES, ONE COPY OF THE APPROVED PLANS, ONE COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND COPIES OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB.
- 3. IF DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE PROJECT MANAGER IMMEDIATELY.

UTILITIES

- 1. THE TYPE, SIZE, LOCATION AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THE DRAWINGS, UNLESS OTHERWISE NOTED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF THE WORK BEFORE COMMENCING NEW CONSTRUCTION. RESPONSIBILITIES FOR THE RELOCATION OF UTILITY LINES ARE AS NOTED IN THE PROJECT SPECIAL PROVISIONS. THE CONTRACTOR SHALL COOPERATE WITH COMPANIES TRYING TO COORDINATE THE RELOCATION EFFORT. LINES NOT RELOCATED SHALL BE PROTECTED BY THE CONTRACTOR IN PLACE. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) AT 1-800-922-1987, AT LEAST 2 WORKING DAYS PRIOR TO BEGINNING EXCAVATION OR GRADING.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES DURING CONSTRUCTION AND SHALL HOLD THE CITY AND ITS ENGINEERS HARMLESS FOR DAMAGES ARISING FROM THE CONTRACTOR'S FAILURE TO ADEQUATELY PROTECT EXISTING UTILITIES. DAMAGED UTILITIES SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR.
- 3. THE CONTRACTOR IS REQUIRED TO RESET, ADJUST OR REPLACE ANY UTILITIES THAT ARE IMPACTED BY CONSTRUCTION AND ARE DESIGNED TO REMAIN WITHIN THE PROJECT LIMITS.
- 4. LOCATIONS FOR POTHOLING SHALL BE AS APPROVED BY THE PROJECT MANAGER.

REMOVALS, EXISTING ITEMS, SAW CUTTING

- 1. ALL ITEMS TO BE REMOVED AND NOT RESET SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY.
- 2. WHERE IT IS REQUIRED TO REMOVE EXISTING CONCRETE OR ASPHALT, CUTTING SHALL BE DONE TO A NEAT WORK LINE TO FULL DEPTH USING A SAW, CUTTING WHEEL, OR OTHER METHOD APPROVED BY THE PROJECT MANAGER. THIS WILL NOT BE PAID SEPARATELY, BUT SHALL BE INCLUDED IN THE WORK.

- 3. REMOVAL OF EXISTING CURB AND GUTTER, SIDEWALK, DRIVEWAYS, CURB CUTS, AND OTHER CONCRETE ITEMS THAT ARE ATTACHED OR ADJACENT TO OTHER CONCRETE ITEMS SHALL BE REMOVED TO THE NEAREST JOINT, AS NEEDED TO AVOID DAMAGING THE REMAINING CONCRETE ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ADJACENT SIDEWALK DURING CURB AND GUTTER REMOVAL AND SHALL REPLACE DAMAGED SECTIONS AT NO ADDITIONAL COST TO THE PROJECT.
- 4. THE CONTRACTOR IS REQUIRED TO RESET, ADJUST, OR REPLACE ANY UTILITIES, LANDSCAPING, SPRINKLER SYSTEMS, SIGNS, SIDEWALKS, ETC. THAT ARE IMPACTED BY CONSTRUCTION AND ARE NOT DESIGNATED TO BE REMOVED.
- 5. THE CONTRACTOR SHALL USE AGGREGATE BASE COURSE OR ASPHALT MILLINGS TO FILL AREA LEFT BY REMOVAL OF DRIVEWAY OR CURB RAMP PRIOR TO PLACEMENT OF NEW SIDEWALK, DRIVEWAY OR CURB RAMP.

PAVEMEN1

- 1. PATCH ASPHALT PAVEMENT AS NECESSARY TO JOIN NEW GUTTERS WITH EXISTING PAVEMENT.
- 2. WHEN AN EXISTING ASPHALT STREET IS CUT, THE STREET MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. THE EXISTING STREET CONDITION SHALL BE DOCUMENTED BEFORE ANY CUTS ARE MADE. PATCHING SHALL BE DONE IN CONFORMACE WITH THE PROJECT STANDARDS. THE FINISHED PATCH SHALL BLEND SMOOTHLY INTO THE EXISTING SURFACE. ALL LARGE PATCHES SHALL BE PAVED WITH AN ASPHALT LAY-DOWN MACHINE.

EARTHWORK AND EXCAVATIONS

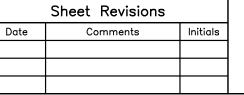
- THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND TOES OF SLOPE AS SHOWN ON THE PLANS AND CROSS SECTION. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS AT THE EXPENSE OF THE CONTRACTOR.
- 2. WATER SHALL BE USED AS A DUST PALLIATIVE WHERE REQUIRED. COST FOR DUST PALLATIVE SHALL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT SHALL BE CONSIDERED INCIDENTAL TO THE WORK.
- 3. THE DEPTH OF RECONDITIONING AND FOR THE BASES OF CUTS AND FILLS SHALL BE 6 INCHES. THE PROJECT SPECIFIED MOISTURE DENSITY CONTROL SHALL BE APPLIED FOR THE SPECIFIED DEPTH. THE EXCAVATION REQUIRED FOR COMPACTION OF BASES OF CUTS AND FILLS WILL BE CONSIDERED SUBSIDIARY TO THAT OPERATION AND WILL NOT BE PAID FOR SEPARATELY.
- MOISTURE DENSITY CONTROL SHALL BE APPLIED FULL DEPTH FOR ALL EMBANKMENTS.
- 5. DURING EACH PHASE OF CONSTRUCTION, THE CONTRACTOR SHALL SHAPE TO DRAIN AND COMPACT THE WORK AREA TO A UNIFORM CROSS—SECTION. ELIMINATE ALL RUTS AND LOW SPOTS THAT COULD HOLD WATER. AREAS AND FACILITIES SUBJECTED TO FLOODING, REGARDLESS OF THE SOURCE OF WATER, SHALL BE PROMPTLY DEWATERED AND RESTORED AT NO ADDITIONAL COST TO THE CITY.
- ALL WORK SHALL BE PROPERLY BACKFILLED PRIOR TO THE END OF THE WORKDAY. NO OPEN HOLES ARE ALLOWED OVERNIGHT.
- WHERE CONSISTENT WITH SAFETY AND SPACE CONSIDERATIONS, EXCAVATED MATERIAL IS TO BE PLACED ON THE UPHILL SIDE OF TRENCHES.
- 8. MATERIAL REMOVED FROM ANY PORTION OF THE ROADWAY PRISM MUST BE REPLACED IN LIKE KIND WITH EQUAL OR BETTER COMPACTION. NO SEGREGATION OF MATERIALS WILL BE PERMITTED.

CONCRETE

- 1. ALL STREETS IN PROJECT ARE COLLECTORS, SO NEED CONCRETE RESISTANT TO MAGNESIUM CHLORIDE DEICERS. "ALL EXTERIOR CONCRETE SHALL HAVE 20% FLYASH OR OTHER ACCEPTABLE MEANS TO BE RESISTANT TO WINTER DEICERS CHEMICALS.
- ALL EXTERIOR CONCRETE, INCLUDING CLASS P, SHALL HAVE 5% TO 8& AIR ENTRAINMENT, UPGRADED FROM CDOT SPECS.
- 3. IF CONCRETE REPLACEMENT IS NECESSARY, THE ENTIRE AFFECTED SLAB OR PANEL MUST REPLACED.
- 4. THE CONTRACTOR SHALL SELECT AND USE A BOXOUT AT CATCH BASINS, MANHOLES, AND OTHER ROADWAY APPURTENANCES OF SIMILAR AND LARGER SIZE. SEE CCD STD DWG NO. 11.5.
- 5. SIDEWALK SHALL BE CLASS P CONCRETE. THE USE OF % IN (#67) TOP SIZE AGGREGATE IS ALLOWED.
- 6. BENDER BOARDS (TWO INCH MINIMUM THICKNESS) SHALL BE USED ON ALL CURVES OF LESS THAN 75 FOOT RADIUS.
- 7. CURB AND GUTTER ANGLE BREAKS SHALL BE SMOOTHED WITH A 2 FT RADIUS UNLESS OTHERWISE SHOWN ON THE PLANS.
- 8. PROVIDE A 2 FT CURB AND GUTTER TRANSITION AT EACH END OF INLETS.



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- 9. THE CONTRACTOR SHALL INSTALL ½ IN EXPANSION JOINT MATERIAL BETWEEN THE CURB, CURB AND GUTTER AND THE SIDEWALK, AND AROUND INLET STRUCTURES OR BLOCKOUTS OR AS DIRECTED BY THE PROJECT MANAGER.
- 10. CURB RAMPS SHALL BE CONSTRUCTED USING TRUNCATED DOMES AS SHOWN IN THE CITY AND COUNTY OF DENVER STANDARD DETAILS. TRUNCATED DOMES AND GROOVES SHALL NOT BE PAID SEPARATELY, BUT INCLUDED IN THE COST OF THE CONCRETE CURB RAMP.

TRAFFIC

1. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING ADEQUATE TRAFFIC CONTROL THROUGHOUT THE PROJECT, INCLUDING PROPER TRAFFIC CONTROL DEVICES AND PERSONNEL. A TRAFFIC CONTROL PLAN (TCP) IS SUBJECT TO CITY APPROVAL PRIOR TO COMMENCING WORK ON ROADWAY ROW. A COPY OF APPROVED TCPS MUST BE AVAILABLE ON SITE DURING WORK. TRAFFIC CONTROL IS TO BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

LANDSCAPING

- THE CONTRACTOR SHALL NOT SPRAY, CUT OR TRIM TREES OR OTHER LANDSCAPING WITHIN THE ROW UNLESS SUCH WORK IS OTHERWISE SPECIFIED IN THIS PERMIT OR CLEARLY INDICATED ON THE APPROVED PLANS
- 2. ANY LANDSCAPED AREAS DISTURBED DURING CONSTRUCTION MUST BE RESTORED (SOD OR MULCH). CONTACT DAN ROCKNE, PARKS NE MAINT DIST SUPERINTENDENT (303-373-8704), WITH THE CONSTRUCTION SCHEDULE. IN ADDITION CONTACT THE PARKS DEPT FOR UTILITY LOCATES, NAMELY FOR THE PRESENCE OF ANY IRRIGATION SYSTEM ON EACH SITE.

DRAINAGE

 ACCESS MUST BE MAINTAINED FOR ALL SEWER MANHOLES DURING CONSTRUCTION. MINIMUM ACCESS TO EACH MANHOLE IS A 20 FOOT WIDE LANE FROM THE NEAREST PUBLIC RIGHT OF WAY, CENTERED AT THE MANHOLE INCLUDING A 10 FOOT RADIUS AROUND THE MANHOLE AND 22.0 FEET OF VERTICAL CLEARANCE.

EROSION CONTROL

THE PERMITTEE SHALL ENSURE THAT ALL POTENTIAL POLLUTANTS GENERATED DURING DEMOLITION OR CONSTRUCTION WORK ASSOCIATED WITH THIS PERMIT, BE PREVENTED FROM DISCHARGE TO STORMWATER CONVENYANCE SYSTEMS IN THE VICINITY OF THIS PROJECT SITE.

THE OWNER. SITE DEVELOPER. CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION, EXCAVATION, TRENCHING, BORING, GRADING, OR OTHER CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM, RECEIVING WATERS, WATERWAYS, WETLANDS, AND OR OTHER PUBLIC OR PRIVATE PROPERTIES, RESULTING FROM WORK DONE AS PART OF THIS PROJECT.

THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENT, MUD, CONSTRUCTION DEBRIS, OR OTHER POTENTIAL POLLUTANTS THAT MAY HAVE BEEN DISCHARGED TO OR, ACCUMULATE IN THE FLOWLINES, STORM DRAINAGE APPURTENANCES, AND PUBLIC RIGHTS OF WAYS OF THE CITY AND COUNTY OF DENVER AS A RESULT OF CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS PERMIT. ALL REMOVALS SHALL BE CONDUCTED IN A TIMELY MANNER.

THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF THE MATERIAL DURING TRANSPORT ON PUBLIC RIGHTS OF WAY. "(SEC.49–552; REVISED MUNICIPAL CODE)

THE USE OF REBAR TO ANCHOR BEST MANAGEMENT PRACTICES IS <u>PROHIBITED</u>. STEEL FENCE POSTS MAY BE USED ON A CASE BY CASE BASIS AND REQUIRES APPROVAL FROM THE CITY AND COUNTY OF DENVER SWMP REVIEWER OR THE STORMWATER ENFORCEMENT INVESTIGATOR PRIOR TO INSTALLATION.

THE PERMITTEE SHALL IMPLEMENT THE FOLLOWING BEST MANAGEMENT PRACTICES (BMPS) ON SITE DURING CONSTRUCTION:

- 1. VEHICLE TRACKING CONTROL: THIS BMP IS REQUIRED AT ALL ACCESS POINTS FOR INGRESS/EGRSS FROM OFF-SITE IMPERVIOUS SURFACES TO A CONSTRUCTION SITE THAT ARE USED BY VEHICULAR TRAFFIC OR CONSTRUCTION EQUIPMENT.
- 2. INLET PROTECTION: THIS BMP IS REQUIRED ON ALL EXISTING OR PROPOSED STORM SEWER INLETS IN THE VICINITY OF THE CONSTRUCTION SITE THAT MAY RECEIVE SITE RUNOFF. THE BMP MUST BE APPROPRIATE TO THE TYPE OF STORM INLET AND APPROPRIATE FOR THE GROUND SURFACE AT THE INLET.
- 3. INTERIM SITE STABILIZATION: THIS BMP IS REQUIRED TO PROVIDE A MEASURE FOR PREVENTING THE DISCHARGE OF SEDIMENT FROM CONSTRUCTION SITES WHERE OVERLOT GRADING OR OTHER SITE DISTURBANCE HAS OCCURRED. THIS BMP IS PARTICULARLY NECESSARY ON SITES WHERE CONSTRUCTION ACTIVITIES/DISTURBANCE WILL BE LIMITED TO SMALL AREAS OF THE PROJECT SITE. ACCEPTABLE BMPS INCLUDE:
 - A) PRESERVING EXISTING VEGETATION
 - B) SEEDING AND PLANTING
 - C) MULCHING

Initials

- D) MULCHING AND SEEDING
- E) TEMPORARY/PERMANENT RE-VEGETATION OPERATIONS
- CHEMICAL SOIL STABILIZER APPLICATION (REQUIRES WMD APPROVAL)
- 4. WASTE MANAGEMENT/CONTAINMENT: THIS BMP REQUIRES THAT ALL CONSTRUCTION WASTES, FUELS, LUBRICANTS, CHEMICAL WASTES, TRASH, SANITARY WASTES, CONTAMINATED SOILS OR DEBRIS SHALL BE CONTAINED ON SITE, PROTECTED FROM CONTACT WITH PRECIPITATION OR SURFACE RUNOFF, PERIODICALLY REMOVED FROM THE CONSTRUCTION SITE, AND PROPERLY DISPOSED OF.
- SPILL PREVENTION /CONTAINMENT: THIS BMP DEFINES THE MEASURES PROPOSED FOR PREVENTING, CONTROLLING, OR CONTAINING SPILLS OF FUEL, LUBRICANTS, OR OTHER POLLUTANTS; AND PROTECTING POTENTIAL POLLUTANTS FROM CONTACT WITH PRECIPITATION OR RUNOFF.
- 6. CHUTE WASHOUT CONTAINMENT: WATER USED IN THE CLEANING OF CEMENT TRUCK DELIVERY CHUTES SHALL BE DISCHARGED INTO A PREDEFINED, BERMED CONTAINMENT AREA ON THE JOB SITE. THE REQUIRED CONTAINMENT AREA IS TO BE BERMED SO THAT WASH WATER IS TOTALLY CONTAINED. WASH WATER DISCHARGED INTO THE CONTAINMENT AREA SHALL BE ALLOWED TO INFILTRATE OR EVAPORATE. DRIED CEMENT WASTE IS REMOVED FROM THE CONTAINMENT AREA AND PROPERLY DISPOSED OF.
 - A) SHOULD A PREDEFINED BERMED CONTAINMENT AREA NOT BE AVAILABLE DUE TO THE PROJECT SIZE, OR LACK OF AN AREA WITH A SUITABLE GROUND SURFACE FOR ESTABLISHING A CONTAINMENT AREA, PROPER DISPOSAL OF READY MIX WASHOUT AND RINSE OFF WATER AT THE JOB SITE SHALL CONFORM TO THE APPROVED TECHNIQUES AND PRACTICES IDENTIFIED IN THE COLORADO DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT'S TRAINING VIDEO ENTITLED "BUILDING FOR A CLEANER ENVIRONMENT, READY MIX WASHOUT TRAINING", AND ITS ACCOMPANYING MANUAL ENTITLED, "READY MIX WASHOUT GUIDEBOOK, VEHICLE AND EQUIPMENT WASHOUT AT CONSTRUCTION SITES."
 - B) THE DIRECT OR INDIRECT DISCHARGE OF WATER CONTAINING WASTE CEMENT TO THE STORM SEWER SYSTEM IS PROHIBITED (SEC.56-102A, C; REVISED MUNICIPAL CODE, CITY AND COUNTY OF DENVER).
 - C) INFORMATION ABOUT, OR COPIES OF THE VIDEO AND TRAINING MANUAL ARE AVAILABLE FROM THE WATER QUALITY CONTROL DIVISION, COLORADO DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT, 4300 CHERRY CREEK DRIVE SOUTH, DENVER, COLORADO 80222—1530, (303) 692—3555.
- 7. STREET SWEEPING: THIS BMP REQUIRES THAT PAVED SURFACES WHICH ARE ADJACENT TO CONSTRUCTION SITES BE SWEPT IN A TIMELY MANNER WHEN SEDIMENT AND OTHER MATERIALS ARE TRACKED OR DISCHARGED ON TO THEM. EITHER SWEEPING BY HAND OR USE OF STREET SWEEPERS IS ACCEPTABLE. STREET SWEEPERS USING WATER WHILE SWEEPING IS PREFERRED IN ORDER TO MINIMIZE DUST. FLUSHING OFF PAVED SURFACES WITH WATER IS PROHIBITED.
- 8. PERIMETER CONTROL: THIS BMP REQUIRES THAT A CONSTRUCTION SITE INSTALL A PERIMETER CONTROL MEASURE ALONG THE EDGE OF THE CONSTRUCTION SITE, TO PREVENT, OR FILTER THE DISCHARGE OF SURFACE RUNOFF FROM THE CONSTRUCTION SITE. THE TYPE OF PERIMETER CONTROL USED SHALL BE DETERMINED BASED ON SITE CONDITIONS AND LOCATION. MAINTENANCE AND REPAIR OF THE CONTROL MEASURE SHALL OCCUR AS NEEDED, IN A TIMELY MANNER.

- 9. STOCK PILES: SOILS THAT WILL BE STOCKPILED FOR MORE THAN THIRTY (30) DAYS SHALL BE PROTECTED FROM WIND AND WATER EROSION WITHIN FOURTEEN (14) DAYS OF STOCKPILE CONSTRUCTION. STABILIZATION OF STOCKPILES LOCATED WITHIN 100 FEET OF RECEIVING WATERS, OR WITH SLOPES 3 TO 1 OR GREATER SHALL BE COMPLETED WITHIN SEVEN (7) DAYS FOLLOWING STOCKPILE CONSTRUCTION. STABILIZATION AND PROTECTION OF THE STOCKPILE MAY BE ACCOMPLISHED BY ANY OF THE FOLLOWING: MULCHING, TEMPORARY/PERMANENT REVEGETATION OPERATIONS, CHEMICAL SOIL STABILIZER APPLICATION (REQUIRES DENVER PUBLIC WORKS APPROVAL), OR EROSION CONTROL MATTING/GEOTEXTILES. IF STOCKPILES ARE LOCATED WITHIN 100 FEET OF RECEIVING WATERS, A DRAINAGEWAY OR THE SITE PERIMETER, ADDITIONAL SEDIMENT CONTROLS SHALL BE REQUIRED.
- 10. SAW CUTTING OPERATIONS: "THE CONTRACTOR SHALL PROTECT ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATIONS INVOLVING WHEEL CUTTING, SAW CUTTING, OR ABRASIVE WATER JET CUTTING ARE TO TAKE PLACE. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY BASIS OR AS NEEDED THROUGHOUT THE WORK DAY. THE DISCHARGE OF ANY WATER CONTAMINATED BY WASTE PRODUCTS FROM CUTTING OPERATIONS TO THE STORM SEWER SYSTEM IS PROHIBITED." (SEC.56-102A, C; REVISED MUNICIPAL CODE, CITY AND COUNTY OF DENVER)

STRUCTURAL CONTROLS: DEVELOPMENT SITES THAT ARE REQUIRED TO PROVIDE DETENTION AND WATER QUALITY ENHANCEMENT FACILITIES FOR STORM RUNOFF NEED TO INSTALL THE DETENTION FACILITIES EARLY IN THE CONSTRUCTION BUILD—OUT OF THE SITE. PROJECTS THAT ARE USING UNDERGROUND DETENTION ARE REQUIRED TO INSTALL A PRETREATMENT STRUCTURE OR SEDIMENTATION BASINS AS A MEANS OF TREATING POTENTIALLY POLLUTED STORM WATER PRIOR TO ENTERING THE DETENTION STRUCTURE. USE OF THESE STRUCTURES IS REQUIRED FOR ENTRAPPING SEDIMENT AND CONSTRUCTION DEBRIS DURING THE ACTIVE CONSTRUCTION PHASE OF THE PROJECT. THE NARRATIVE SECTION OF THE MANAGEMENT PLAN IS ALSO REQUIRED TO ADDRESS OPERATION AND MAINTENANCE OF THE STRUCTURAL CONTROLS BEING USED AS AN ACTIVE CONSTRUCTION BMP

ENVIRONMENTAL

1) ASBESTOS

REGULATED ASBESTOS CONTAMINATED SOILS (RACS) MAY BE ENCOUNTERED IN BUILDING DEBRIS THROUGHOUT THE CITY DURING EXCAVATION. ALL RACS MUST BE MANAGED, DOCUMENTED, AND DISPOSED IN ACCORDANCE WITH STATE REGULATIONS PERTAINING TO SOLID WASTE SITES AND FACILITIES, SECTION 5 – ASBESTOS WASTE MANAGEMENT. STATE REGULATIONS REQUIRE ANY DISTURBED DEBRIS BE CHARACTERIZED TO DETERMINE APPLICABILITY OF THE REGULATION. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING COMPETENT TRAINED PERSONNEL CAPABLE OF IDENTIFYING RACS IN DEBRIS AND HAVING ACCESS TO AN ONSITE CERTIFIED ASBESTOS BUILDING INSPECTOR (CABI) IN CASE OF RACS DISCOVERY.

2) DUST CONTROL

CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PREVENT PARTICULATE MATTER FROM BECOMING AIRBORNE AND TO PREVENT THE VISIBLE DISCHARGE OF FUGITIVE PARTICULATE EMISSIONS BEYOND THE PROPERTY LINE FROM WHICH THE EMISSIONS ORIGINATE. THE MEASURES TAKEN MUST BE EFFECTIVE AT ALL TIMES ON THE SITE, INCLUDING PERIODS OF INACTIVITY SUCH AS EVENINGS, WEEKENDS, AND HOLIDAYS AS WELL AS ANY OTHER PERIOD OF INACTIVITY.

3) UNEXPECTED DISCOVERY

DURING ANY SOIL DISTURBING ACTIVITIES, IF UNKNOWN/UNIDENTIFIED UNDERGROUND STORAGE TANKS, DRUMS, ODOROUS SOIL, STAINED SOIL, ASBESTOS—CEMENT PIPE (TRANSITE), BUILDING DEBRIS, OR WASTE MATERIALS ARE ENCOUNTERED, CONTRACTOR SHALL IMMEDIATELY STOP WORK IN THE AREA OF THE DISCOVERY UNTIL DENVER DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (DDPHE) MAKES A DETERMINATION OF HOW TO PROCEED. CONTRACTOR SHALL IMMEDIATELY NOTIFY DDPHE OF THE DISCOVERY AT (720) 460—8376

4) SOIL REUSE

EXCESS SOIL FROM A CCD PROJECT MAY BE REUSED AT ANOTHER CCD PROPERTY OR A THIRD-PARTY SITE ONLY IF THE CRITERIA ESTABLISHED IN THE DDPHE OCTOBER 5, 2017, MEMORANDUM TITLED "GUIDANCE FOR REUSE OF SOIL ON CITY PROJECTS" ARE MET AND THE SOIL IS FREE OF ODORS, STAINING, AND DEBRIS. VIEW THE RE-USE GUIDELINES.

5) IMPORTED SOIL

FILL MATERIAL OR SOIL TO BE IMPORTED AND PLACED ON CCD-OWNED PROPERTY OR PLACED ON REAL PROPERTY TO BE TRANSFERRED TO THE CCD MUST BE FREE OF KNOWN CONTAMINATION (OBSERVED AND DOCUMENTED, OR PREVISOULY DOCUMENTED) AND BE ACCEPTABLE FOR UNRESTRICTED RESIDENTIAL USE. CONTACT DAVE ERICKSON (720 865 5433) FOR CLARIFICATION IF NFEDED.

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	Horizontal Scale: NTS Vertical Scale: NTS	(R-X)	Date	Comments
	FELSBURG 6300 South Syracuse Way, Suite 600			
	HOLT & Centennial, CO 80111 Phone: 303.721.1440			
	ULLEVIG Www.FHUENG.com			



As Constructed	MONTBELLO	ONTBELLO DITCH RAILING REPLACEMENTS			Project	No./Code
No Revisions:	GENERAL NOTES				2019-PROJ	MSTR-0000103
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	Detailer:	SED	Numbers			
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6) DISPOSAL

THE CONTRACTOR SHALL DIRECT NON-RECYCLABLE, NON-HAZARDOUS WASTES FROM CCD-OWNED OR CONTROLLED PROPERTY OR FACILITIES TO THE DENVER ARAPAHOE DISPOSAL SITE (DADS) LANDFILL FOR DISPOSAL, FOLLOWING THE REQUIREMENTS AND PROCEDURAL GUIDANCE PER CCD EXECUTIVE ORDER 115. LABORATORY ANALYTICAL RESULTS WILL BE REQUIRED PRIOR TO DADS ACCEPTANCE FOR SOIL AND POSSIBLY OTHER MATERIALS. EARLY TESTING IS RECOMMENDED; DDPHE CAN ASSIST. CONTACT DDPHE AT 720 865 5448 WITH QUESTIONS.

7) NOISE CONTROL.

ALL NOISE CAUSED BY CONSTRUCTION OF, OR RESULTING FROM, COMPLETED PROJECTS, MUST COMPLY WITH DENVER'S NOISE ORDINANCE, D.R.M.C. CHAPTER 36 "NOISE CONTROL,". EXEMPTED HOURS FOR CONSTRUCTION IN THE CITY AND COUNTY OF DENVER ARE FROM 7 A.M. TO 9 P.M. MONDAY THROUGH FRIDAY AND 8 A.M. TO 5 P.M. ON SATURDAYS AND SUNDAYS. IF THERE IS A NEED TO WORK OUTSIDE OF THE EXEMPTED HOURS: 1) THE CONTRACTOR MUST REQUEST A VARIANCE, AND 2) THE VARIANCE PROCESS NEEDS TO BE STARTED A MINIMUM OF THREE MONTHS PRIOR TO THE DESIRED START DATE. ANY QUESTIONS SHOULD BE DIRECTED TO PAUL RIEDESEL, DDPHE COMMUNITY NOISE PROGRAM, 720–865–5410

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REFERENCE NO.	CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	53RD EAGL	AVENUE AT E STREET	53RD A ALTURA	VENUE AT A STREET		VENUE AT Y STREET								1	PROJECT	TOTALS
				PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.		1							PLAN	AS CONST.
	201-00000	CLEARING AND GRUBBING/INTERSECTION	EACH	1		1		1										3	
	202-00026	REMOVAL OF SLOPE AND DITCH PAVING	SY	3		12												15	
	202-00200	REMOVAL OF SIDEWALK	SY	10		10		10										30	
	202-00203	REMOVAL OF CURB AND GUTTER	LF	138		142		142										422	
	202-00206	REMOVAL OF CONCRETE CURB RAMP	SY	32		34		34										100	
	202-00220	REMOVAL OF ASPHALT MAT	SY	66		62		68										196	
	202-00495	REMOVAL OF PORTIONS OF PRESENT STRUCTURE/INTERSECTION	EACH	1		1		1										3	
	202-04002	CLEAN CULVERT	EACH	2		2		2										6	
	203-01597	POTHOLING	HOUR	10														10	
	206-00000	STRUCTURE EXCAVATION	CY	110		106		110										326	
	206-00200	STRUCTURAL BACKFILL (CLASS 2)	CY	86		83		90										259	
	208	EROSION CONTROL/INTERSECTION	EACH	1		1		1										3	
	210-00810	RESET GROUND SIGN	EACH	2		2		2										6	
	403-00720	HOT MIX ASPHALT (PATCHING)(ASPHALT)	TON	23		25		25										73	
	507-00000	CONCRETE SLOPE AND DITCH PAVING	CY	9		10		8										27	
	514-00201	PEDESTRIAN RAILING (STEEL)(SPECIAL)	LF	82		81		82										245	
	601-03050	CONCRETE CLASS D (WALL)	CY	32		32		33										97	
	601-40300	STRUCTURAL CONCRETE COATING	SY	112		112		113										337	
	602-00020	REINFORCING STEEL (EPOXY COATED)	LB	4930		4720		4985										14635	
	608-00005	CONCRETE SIDEWALK (SPECIAL)	SY	23		27		27										77	
	608-00012	CURB RAMP (SPECIAL)	SY	48		48		48										144	
	609-21023	CURB AND GUTTER TYPE 2 (SECTION II-B)(SPECIAL)	LF	96		106		106										308	
	620-00020	SANITARY FACILITY/INTERSECTION	EACH	1		1		1										3	
	623-00001	IRRIGATION RECONSTRUCTION (EAGLE)	LS	1														1	
	623-00002	IRRIGATION RECONSTRUCTION (ALTURA)	LS			1												1	
	623-00003	IRRIGATION ADJUSTMENT (GRANBY)	LS					1										1	
	625-00000	CONSTRUCTION SURVEYING/INTERSECTION	EACH	1		1		1										3	
	626-00000	MOBILIZATION/INTERSECTION	EACH	1		1		1										3	
	630-10005	CONSTRUCTION TRAFFIC CONTROL/INTERSECTION	EACH	1		1		1										3	
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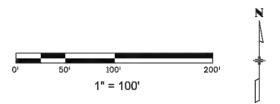
NOTES

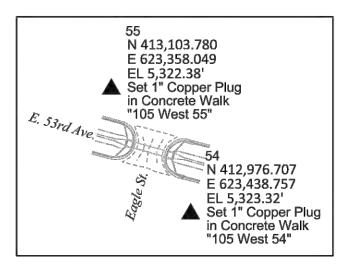
- 1. This Project Control Diagram is not a boundary survey of the adjoining property.
- 2. PROJECT BENCHMARKS: As Shown Hereon.
- 3. UNITS: Project coordinates and elevations shown hereon are U.S. Survey Feet.
- 4. According to Colorado State law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

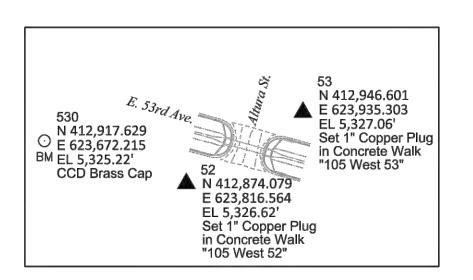
CITY AND COUNTY OF DENVER STATE OF COLORADO

PROJECT CONTROL DIAGRAM

Montbello Ditch CBC Surveys
Section 13, T.3S., R.67W. and
Section 18, T.3S., R.66W.
of the 6th Principal Meridian







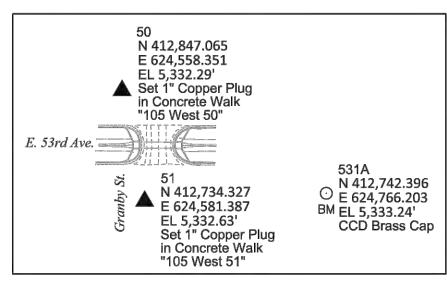
COORDINATE DATUM: Project coordinates are based on the following City and County of Denver Mapping Projection:

Project Mapping Projection
Projection: User-Defined Transverse Mercator
Zone: CCD_Local
Central Point False Northing = 400,000.00
Central Point False Easting = 600,000.00
Latitude of Origin = N39°45'19.00000"
Central Meridian = W104°53'53.00000"
Zone Width = 6°0'00.0"
Scale Factor at Origin = 1.00025403000
Units are US Survey Feet

I, Richard D. Muntean, a Licensed Professional Surveyor in the State of Colorado do hereby state that the survey represented by this map was made under my supervision and that this map and the notes shown hereon accurately represent said survey to the best of my knowledge, information and belief.

o the best of my knowledge,

RICHARD D. MUNTEAN, PLS No. 38189 For and on behalf of 105 West, Inc.



Print Date: 12/19/2018			Sheet Revisions	
File Name: PROJECT CONTROL DIAGRAM		Date:	Comments	Init.
4201 E. Yale Ave., STE 230				
Denver, CO 80222				
6300 S. Syracuse Way, STE 600				
Centennial, CO 80111	0			



As Constructed	MONTBELLO DITCH RA	AILING REPLACEMENTS	Project No./Code				
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POINT T	ABLE – REI	MOVAL AND	RESET PLANS
POINT #	NORTHING	EASTING	DESCRIPTION
RM-1	413031.6777	623352.9705	MATCH EXISTING
RM-2	413028.8819	623363.3291	MATCH EXISTING
RM-3	413041.1011	623384.2337	MATCH EXISTING
RM-4	413051.0699	623386.7711	MATCH EXISTING
RM-5	413071.7201	623374.5597	MATCH EXISTING
RM-6	413074.4447	623364.0425	MATCH EXISTING
RM-7	413011.5292	623426.9330	MATCH EXISTING
RM-8	413013.4184	623419.6500	MATCH EXISTING
RM-9	413034.6250	623407.5959	MATCH EXISTING
RM-10	413044.2419	623410.3952	MATCH EXISTING
RM-11	413055.9348	623431.0158	MATCH EXISTING
RM-12	413054.1552	623437.8398	MATCH EXISTING

	POINT TABLE - ROADWAY PLANS									
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION						
PL-1	413035.5395	623354.0129	5322.24	FLOWLINE						
PL-2	413032.7437	623364.3714	5322.40	FLOWLINE						
PL-3	413042.0878	623380.3573	5322.58	FLOWLINE						
PL-4	413052.0566	623382.8948	5322.56	FLOWLINE						
PL-5	413067.8480	623373.5566	5322.35	FLOWLINE						
PL-6	413070.5725	623363.0393	5322.19	FLOWLINE						
PL-7	413015.8303	623431.3080	5322.93	FLOWLINE						
PL-8	413015.4011	623427.9373	5322.32	FLOWLINE						
PL-9	413017.2903	623420.6543	5322.64	FLOWLINE						
PL-10	413033.5071	623411.4365	5322.92	FLOWLINE						
PL-11	413043.1240	623414.2358	5322.93	FLOWLINE						
PL-12	413052.0683	623430.0045	5322.75	FLOWLINE						
PL-13	413050.2851	623436.8285	5322.62	FLOWLINE						
PL-14	413047.9679	623440.2463	5322.97	FLOWLINE						

DATA TABLE - METAL RAILING

RADIUS

8.34'

8.34'

8.34'

LENGTH

13.42

14.96

12.90'

13.23

14.81

13.01

CALLOUT

RLC1

RL1

RLC2

RLC3

RL2

RLC4

FEATURE

CURVE

LINE

CURVE

CURVE

LINE

CURVE

POINT TABLE - CURB RETURN DETAILS						
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION		
CD-39	413053.7922	623383.2130	5322.53	FLOWLINE		
CD-40	413067.1377	623375.5880	5322.38	FLOWLINE		
CD-41	413018.1863	623418.2262	5322.69	FLOWLINE		
CD-42	413031.7833	623411.0595	5322.93	FLOWLINE		
CD-43	413044.7809	623414.8428	5322.92	FLOWLINE		
CD-44	413052.4074	623428.1874	5322.78	FLOWLINE		

POI	NT TABLE	- CURB R	ETURN D	ETAILS
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
CD-1	413032.3307	623368.7274	5322.52	FLOWLINE
CD-2	413033.8318	623370.5166	5322.54	CURB RAMP
CD-3	413040.6159	623372.2435	5322.81	CURB RAMP
CD-4	413046.8343	623373.8263	5323.18	CURB RAMP
CD-5	413046.9577	623373.3418	5323.18	SIDEWALK
CD-6	413045.4776	623379.1563	5323.09	SIDEWALK
CD-7	413045.6009	623378.6718	5323.10	CURB RAMP
CD-8	413039.3826	623377.0890	5322.73	CURB RAMP
CD-9	413038.6227	623378.9163	5322.63	FLOWLINE
CD-10	413055.7889	623383.2859	5322.61	FLOWLINE
CD-11	413055.9952	623381.3176	5322.71	CURB RAMP
CD-12	413049.7768	623379.7347	5323.10	CURB RAMP
CD-13	413049.6535	623380.2193	5323.09	SIDEWALK
CD-14	413051.1335	623374.4047	5323.18	SIDEWALK
CD-15	413051.0102	623374.8892	5323.18	CURB RAMP
CD-16	413057.2286	623376.4721	5322.79	CURB RAMP
CD-17	413064.0127	623378.1989	5322.51	CURB RAMP
CD-18	413066.1866	623377.3452	5322.48	FLOWLINE
CD-19	413019.1966	623416.5025	5322.80	FLOWLINE
CD-20	413021.3982	623415.7231	5322.84	CURB RAMP
CD-21	413028.1197	623417.6796	5323.15	CURB RAMP
CD-22	413034.2807	623419.4730	5323.53	CURB RAMP
CD-23	413034.1410	623419.9530	5323.54	SIDEWALK
CD-24	413035.8179	623414.1921	5323.45	SIDEWALK
CD-25	413035.6781	623414.6722	5323.45	CURB RAMP
CD-26	413029.5172	623412.8789	5323.07	CURB RAMP
CD-27	413029.7902	623410.9187	5322.97	FLOWLINE
CD-28	413046.5381	623415.7938	5322.99	FLOWLINE
CD-29	413045.7165	623417.5942	5323.09	CURB RAMP
CD-30	413039.5555	623415.8009	5323.47	CURB RAMP
CD-31	413039.6953	623415.3208	5323.46	SIDEWALK
CD-32	413038.0184	623421.0817	5323.55	SIDEWALK
CD-33	413038.1581	623420.6016	5323.54	CURB RAMP
CD-34	413044.3191	623422.3950	5323.16	CURB RAMP
CD-35	413051.0406	623424.3515	5322.90	CURB RAMP
CD-36	413052.4800	623426.1907	5322.88	FLOWLINE
CD-37	413032.3354	623366.7294	5322.43	FLOWLINE
CD-38	413040.4112	623379.8069	5322.52	FLOWLINE

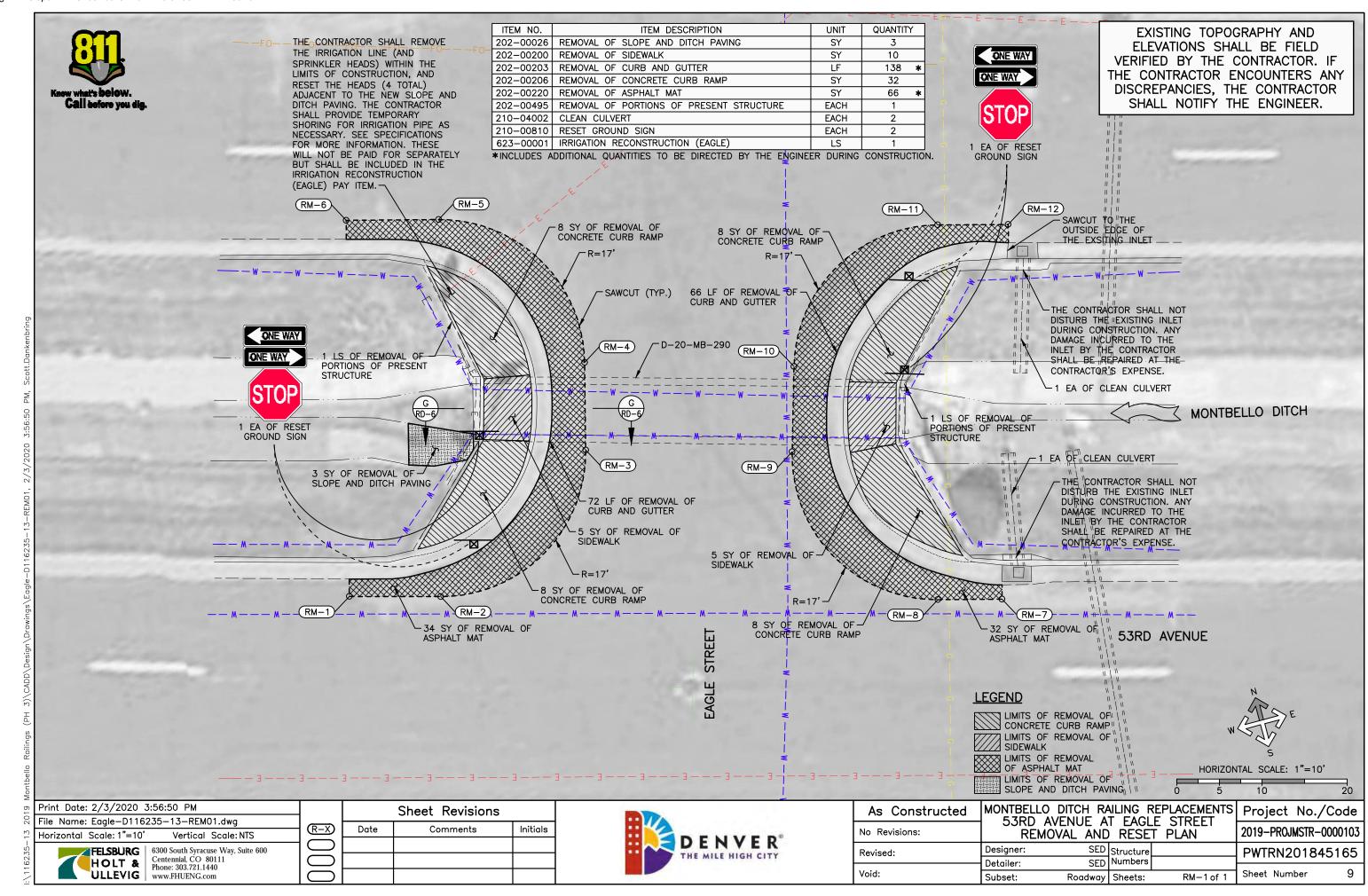
POINT TABLE — RAILING PLANS						
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION	ELEVATION	DESCRIPTION
RP-1	413038.1280	623356.8680	5324.68	TOP OF CONCRETE	5319.27	BOTTOM OF FOOTING
RP-2	413034.9351	623360.0899	5324.68	TOP OF CONCRETE	5319.27	BOTTOM OF FOOTING
RP-3	413034.6311	623361.2162	5324.68	TOP OF CONCRETE	5319.27	BOTTOM OF FOOTING
RP-4	413040.8030	623371.7751	5324.68	TOP OF CONCRETE	5319.27	BOTTOM OF FOOTING
RP-5	413057.3526	623375.9877	5324.68	TOP OF CONCRETE	5319.27	BOTTOM OF FOOTING
RP-6	413067.7830	623369.8197	5324.68	TOP OF CONCRETE	5319.27	BOTTOM OF FOOTING
RP-7	413068.0756	623368.6904	5324.68	TOP OF CONCRETE	5319.27	BOTTOM OF FOOTING
RP-8	413066.7736	623364.1950	5324.68	TOP OF CONCRETE	5319.27	BOTTOM OF FOOTING
RP-9	413018.2708	623429.7902	5325.05	TOP OF CONCRETE	5319.72	BOTTOM OF FOOTING
RP-10	413017.0896	623425.4107	5325.05	TOP OF CONCRETE	5319.72	BOTTOM OF FOOTING
RP-11	413017.3825	623424.2814	5325.05	TOP OF CONCRETE	5319.72	BOTTOM OF FOOTING
RP-12	413028.0940	623418.1929	5325.05	TOP OF CONCRETE	5319.72	BOTTOM OF FOOTING
RP-13	413044.2619	623422.8991	5325.05	TOP OF CONCRETE	5319.72	BOTTOM OF FOOTING
RP-14	413050.1698	623433.3145	5325.05	TOP OF CONCRETE	5319.72	BOTTOM OF FOOTING
RP-15	413049.8749	623434.4432	5325.05	TOP OF CONCRETE	5319.72	BOTTOM OF FOOTING
RP-16	413046.5470	623437.7340	5325.05	TOP OF CONCRETE	5319.72	BOTTOM OF FOOTING

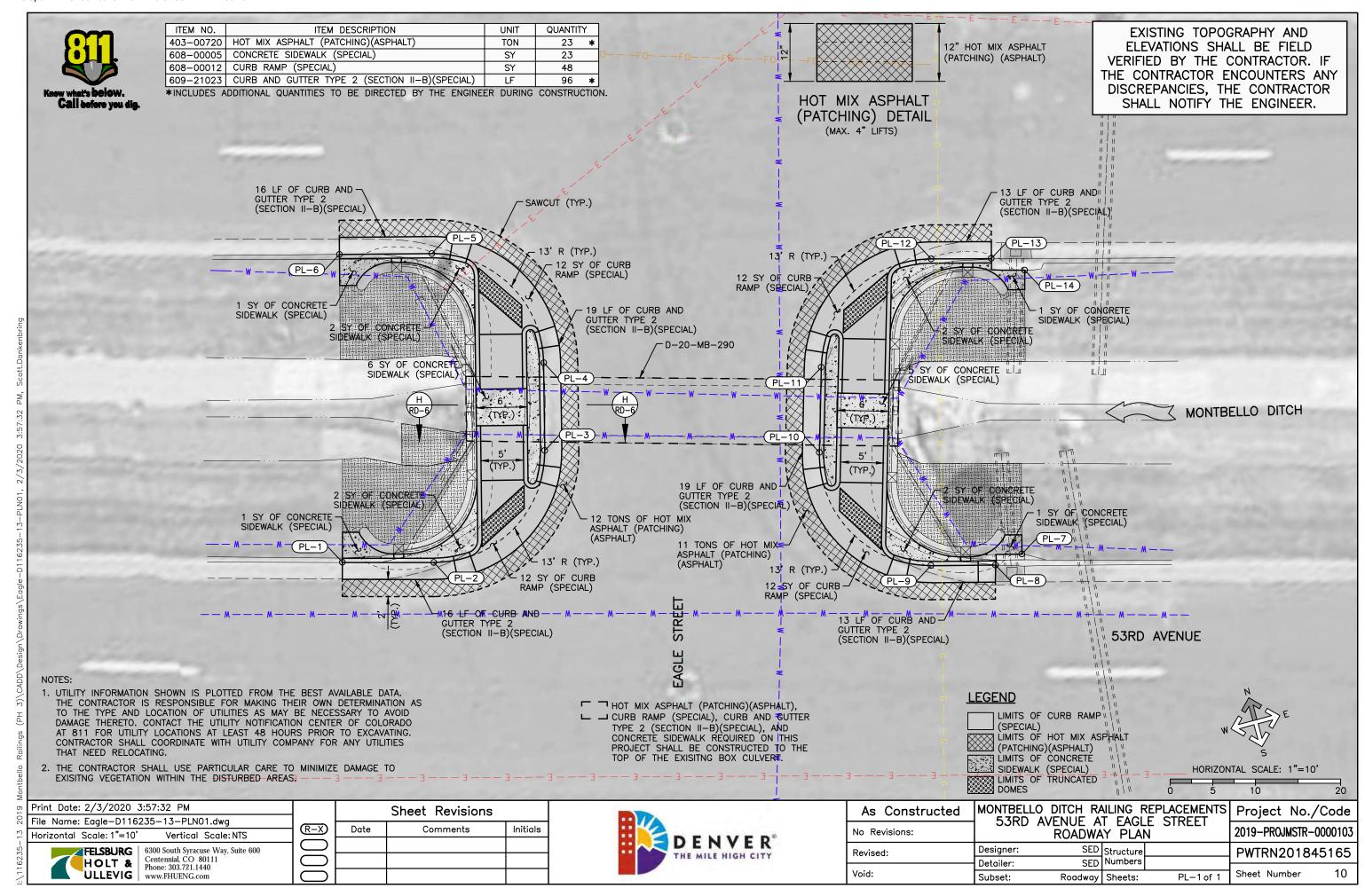
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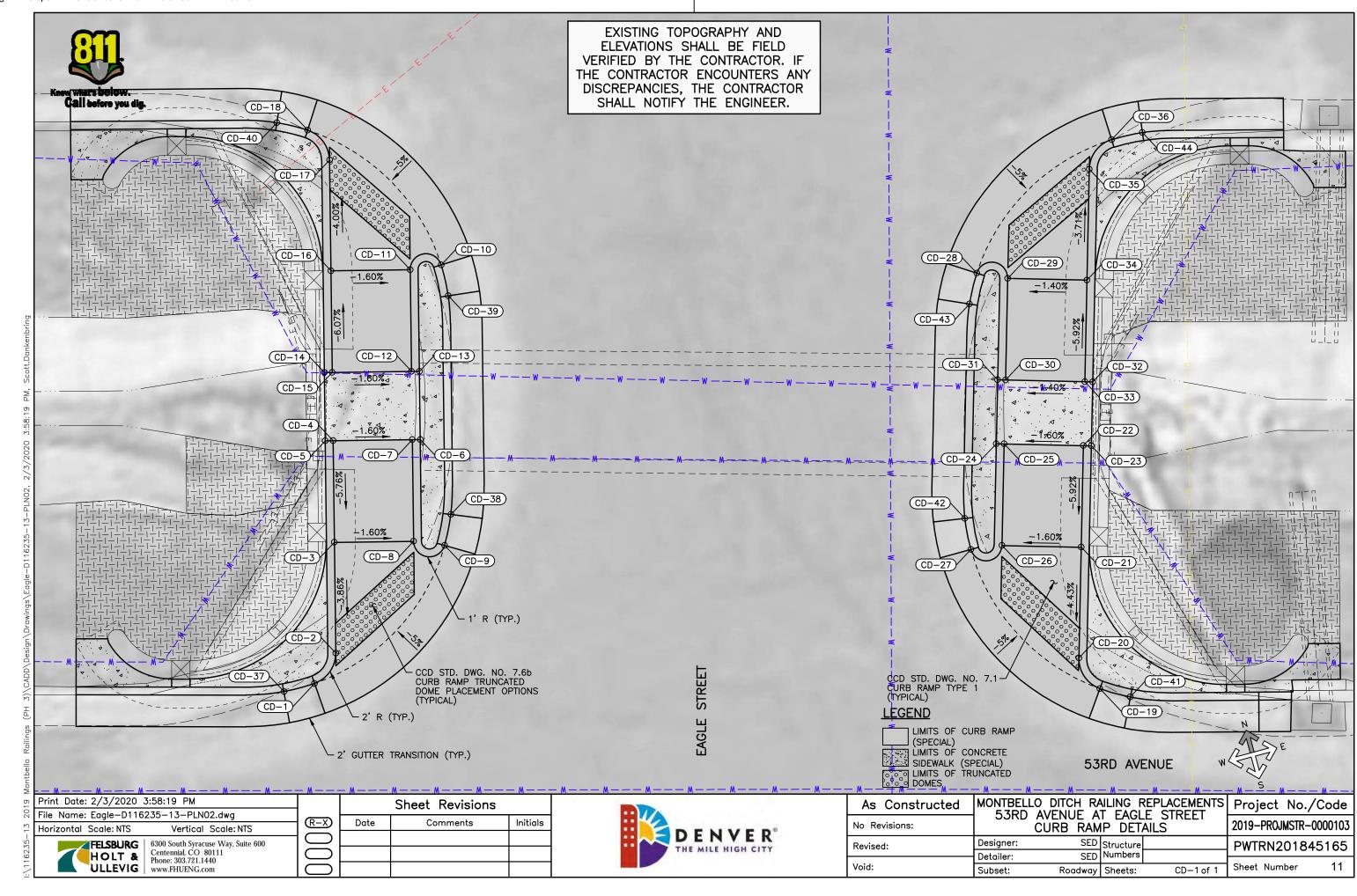
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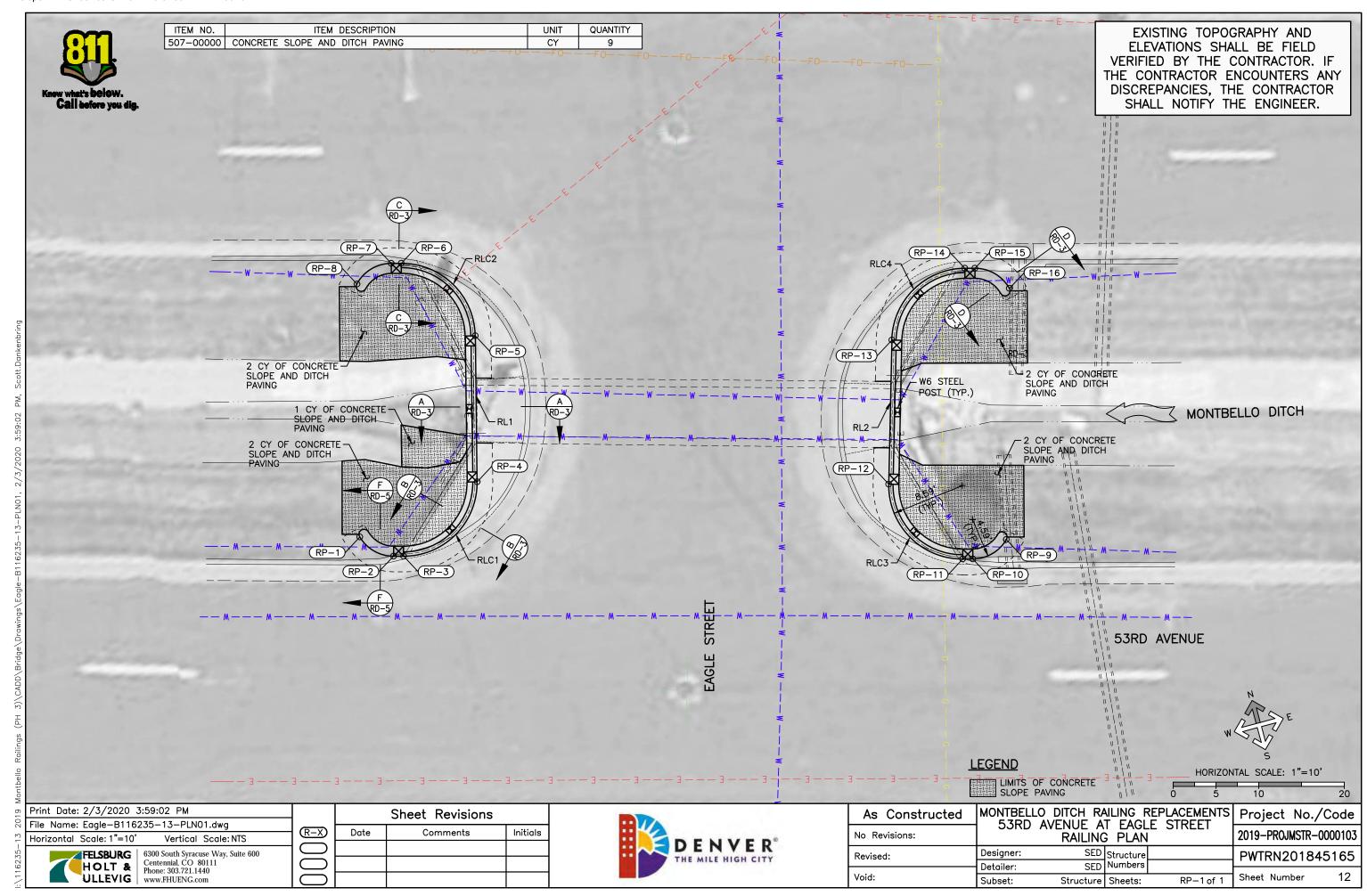


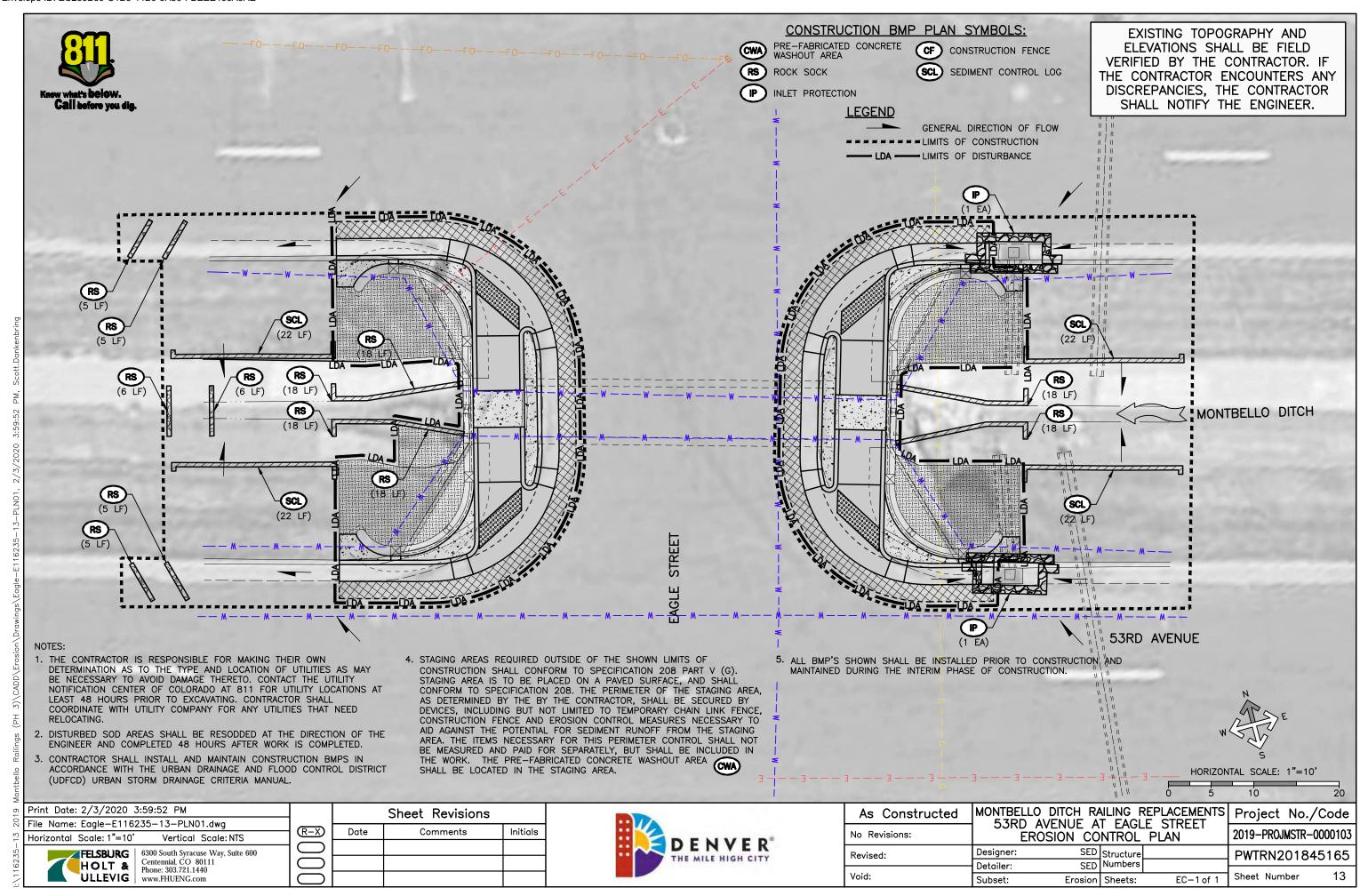
As Constructed	MONTBELLO DITCH RAILING REPLACEMENTS 53RD AVENUE AT EAGLE STREET				Project	No./Code
No Revisions:	POINT DATA			2019-PROJ	MSTR-0000103	
Revised:	Designer:		Structure		PWTRN2	01845165
	Detailer:	SED	Numbers			
Void:	Subset:	Roadway	Sheets:	PD-1 of 1	Sheet Num	nber 8

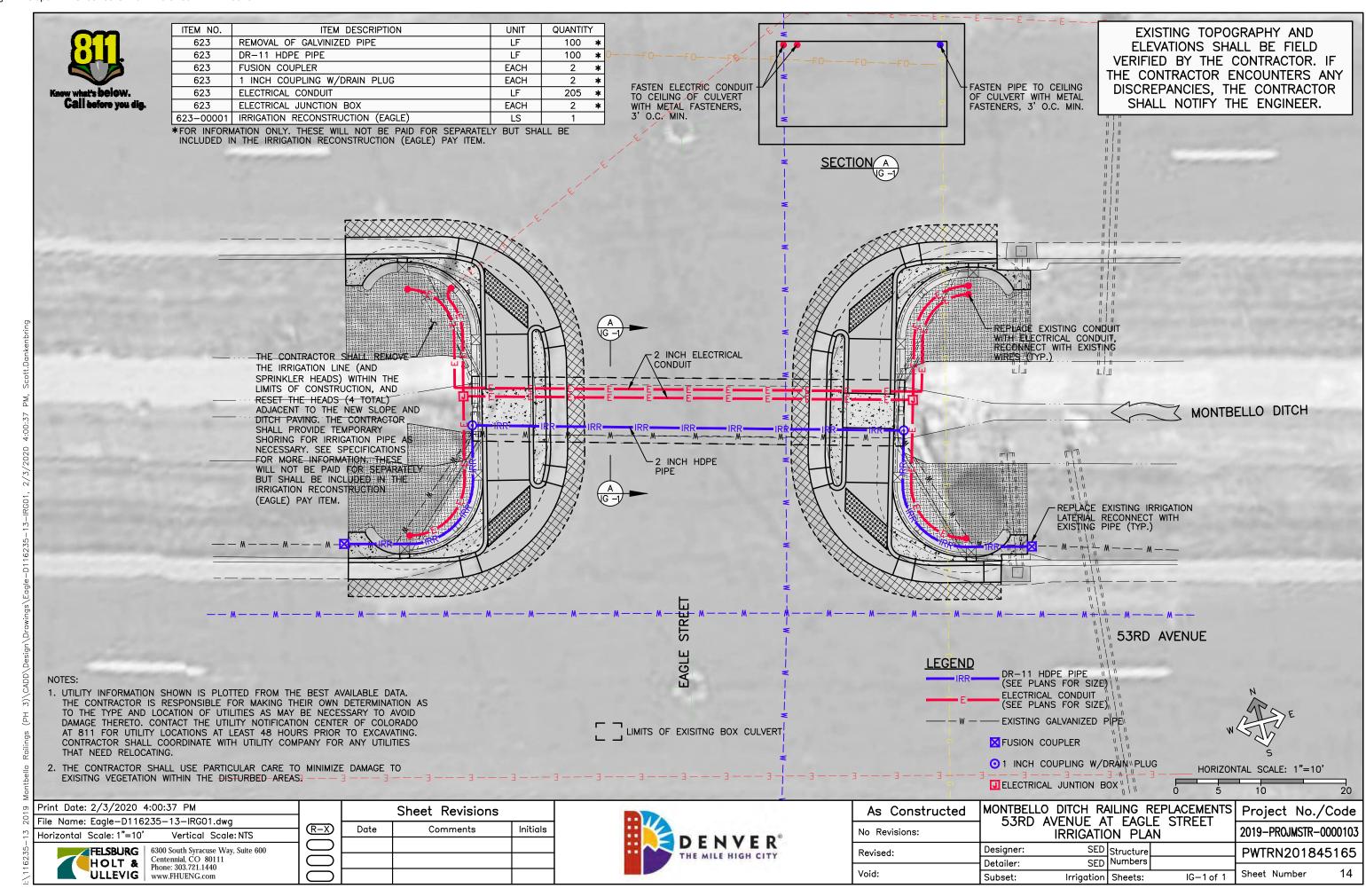










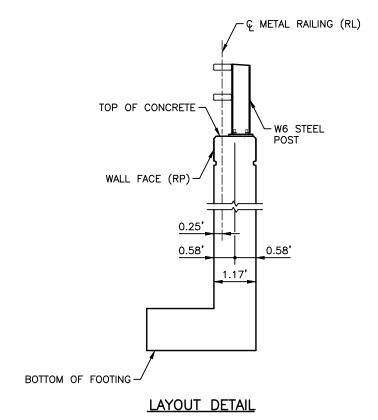


POINT T	ABLE – REI	MOVAL AND	RESET PLANS
POINT #	NORTHING	EASTING	DESCRIPTION
RM-1	412900.6971	623834.6429	MATCH EXISTING
RM-2	412897.7989	623845.1907	MATCH EXISTING
RM-3	412908.9392	623965.8630	MATCH EXISTING
RM-4	412918.3965	623868.9352	MATCH EXISTING
RM-5	412940.0438	623857.2617	MATCH EXISTING
RM-6	412942.8716	623846.9473	MATCH EXISTING
RM-7	412880.7279	623908.6792	MATCH EXISTING
RM-8	412882.7389	623901.6065	MATCH EXISTING
RM-9	412903.7419	623889.9046	MATCH EXISTING
RM-10	412913.0982	623892.5660	MATCH EXISTING
RM-11	412924.8378	623913.4277	MATCH EXISTING
RM-12	412923.0527	623919.9149	MATCH EXISTING

	POINT TABLE - ROADWAY PLANS						
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION			
PL-1	412904.5541	623835.7026	5326.24	FLOWLINE			
PL-2	412901.6560	623846.2505	5326.38	FLOWLINE			
PL-3	412910.1750	623862.0587	5326.57	FLOWLINE			
PL-4	412919.6324	623865.1309	5326.60	FLOWLINE			
PL-5	412936.1862	623856.2041	5326.37	FLOWLINE			
PL-6	412939.0139	623845.8897	5326.06	FLOWLINE			
PL-7	412884.8405	623913.4089	5326.92	FLOWLINE			
PL-8	412884.5754	623909.7732	5326.48	FLOWLINE			
PL-9	412886.5864	623902.7005	5326.64	FLOWLINE			
PL-10	412902.6475	623893.7520	5326.86	FLOWLINE			
PL-11	412912.0038	623896.4134	5326.84	FLOWLINE			
PL-12	412920.9812	623912.3664	5326.55	FLOWLINE			
PL-13	412919.1960	623918.8536	5326.36	FLOWLINE			
PL-14	412916.8608	623922.5165	5326.80	FLOWLINE			

POINT TABLE - RAILING PLANS							
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION	ELEVATION	DESCRIPTION	
RP-1	412907.1296	623838.5694	5328.70	TOP OF CONCRETE	5323.19	BOTTOM OF FOOTING	
RP-2	412903.9222	623841.7769	5328.70	TOP OF CONCRETE	5323.19	BOTTOM OF FOOTING	
RP-3	412903.6131	623842.9019	5328.70	TOP OF CONCRETE	5323.19	BOTTOM OF FOOTING	
RP-4	412909.2400	623853.3435	5328.70	TOP OF CONCRETE	5323.19	BOTTOM OF FOOTING	
RP-5	412925.1950	623858.5264	5328.70	TOP OF CONCRETE	5323.19	BOTTOM OF FOOTING	
RP-6	412936.1291	623852.6301	5328.70	TOP OF CONCRETE	5323.19	BOTTOM OF FOOTING	
RP-7	412936.4375	623851.5050	5328.70	TOP OF CONCRETE	5323.19	BOTTOM OF FOOTING	
RP-8	412935.1990	623846.9917	5328.70	TOP OF CONCRETE	5323.19	BOTTOM OF FOOTING	
RP-9	412887.3276	623911.9516	5328.96	TOP OF CONCRETE	5323.42	BOTTOM OF FOOTING	
RP-10	412886.2484	623907.5458	5328.96	TOP OF CONCRETE	5323.42	BOTTOM OF FOOTING	
RP-11	412886.5674	623906.4236	5328.96	TOP OF CONCRETE	5323.42	BOTTOM OF FOOTING	
RP-12	412897.1761	623900.5129	5328.96	TOP OF CONCRETE	5323.42	BOTTOM OF FOOTING	
RP-13	412913.1279	623905.0505	5328.96	TOP OF CONCRETE	5323.42	BOTTOM OF FOOTING	
RP-14	412919.0576	623915.5877	5328.96	TOP OF CONCRETE	5323.42	BOTTOM OF FOOTING	
RP-15	412918.7480	623916.7126	5328.96	TOP OF CONCRETE	5323.42	BOTTOM OF FOOTING	
RP-16	412915.3779	623919.9600	5328.96	TOP OF CONCRETE	5323.42	BOTTOM OF FOOTING	

DATA TABLE — METAL RAILING						
FEATURE	CALLOUT	RADIUS	LENGTH			
CURVE	RLC1	8.34'	13.42'			
LINE	RL1	_	14.96'			
CURVE	RLC2	8.34'	12.90'			
CURVE	RLC3	8.34'	13.23'			
LINE	RL2	_	14.81'			
CURVE	RLC4	8.34'	13.01'			



	POINT TABLE — CURB RETURN DETAILS						
PC	DINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION		
С	D-39	412921.3437	623865.5610	5326.61	FLOWLINE		
С	D-40	412935.1553	623858.8168	5326.43	FLOWLINE		
С	D-41	412887.3686	523900.6354	5326.69	FLOWLINE		
С	D-42	412900.9215	623893.3855	5326.84	FLOWLINE		
С	D-43	412913.6644	623897.0103	5326.88	FLOWLINE		
С	D-44	412921.3725	623910.3079	5326.60	FLOWLINE		

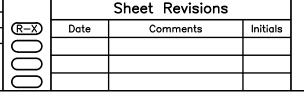
POI	NT TABLE	- CURB RI	ETURN D	ETAILS
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
CD-1	412901.1920	623849.8210	5326.53	FLOWLINE
CD-2	412902.5740	623851.7037	5326.55	CURB RAMP
CD-3	412909.2320	623853.8666	5326.81	CURB RAMP
CD-4	412915.3187	623855.8438	5327.18	CURB RAMP
CD-5	412915.4732	623855.3683	5327.19	SIDEWALK
CD-6	412913.6194	623861.0748	5327.10	SIDEWALK
CD-7	412913.7739	623860.5992	5327.10	CURB RAMP
CD-8	412907.6873	623858.6220	5326.73	CURB RAMP
CD-9	412906.8105	623860.3962	5326.64	FLOWLINE
CD-10	412923.3315	623865.7631	5326.67	FLOWLINE
CD-11	412923.6649	623863.8123	5326.76	CURB RAMP
CD-12	412917.5782	623861.8351	5327.12	CURB RAMP
CD-13	412917.4237	623862.3106	5327.11	SIDEWALK
CD-14	412919.2775	623856.6041	5327.20	SIDEWALK
CD-15	412919.1230	623857.0797	5327.19	CURB RAMP
CD-16	412925.2097	623859.0569	5326.83	CURB RAMP
CD-17	412931.8677	623861.2198	5326.57	CURB RAMP
CD-18	412934.0923	623860.5086	5326.55	FLOWLINE
CD-19	412888.3683	623898.9054	5326.80	FLOWLINE
CD-20	412890.5651	623898.1126	5326.83	CURB RAMP
CD-21	412897.2985	623900.0279	5327.10	CURB RAMP
CD-22	412903.3500	623901.7493	5327.46	CURB RAMP
CD-23	412903.2132	623902.2302	5327.46	SIDEWALK
CD-24	412904.8548	623896.4592	5327.37	SIDEWALK
CD-25	412904.7180	623896.9401	5327.38	CURB RAMP
CD-26	412898.6665	623895.2187	5327.02	CURB RAMP
CD-27	412898.9276	623893.2570	5326.93	FLOWLINE
CD-28	412915.4274	623897.9504	5326.91	FLOWLINE
CD-29	412914.6169	623899.7559	5327.01	CURB RAMP
CD-30	412908.5654	623898.0345	5327.38	CURB RAMP
CD-31	412908.7022	623897.5536	5327.37	SIDEWALK
CD-32	412907.0606	623903.3246	5327.46	SIDEWALK
CD-33	412907.1974	623902.8437	5327.45	CURB RAMP
CD-34	412913.2489	623904.5651	5327.07	CURB RAMP
CD-35	412919.9823	623906.4804	5326.76	CURB RAMP
CD-36	412921.4329	623908.3108	5326.72	FLOWLINE
CD-37	412901.3262	623847.8275	5326.42	FLOWLINE
CD-38	412908.5376	623861.4009	5326.56	FLOWLINE

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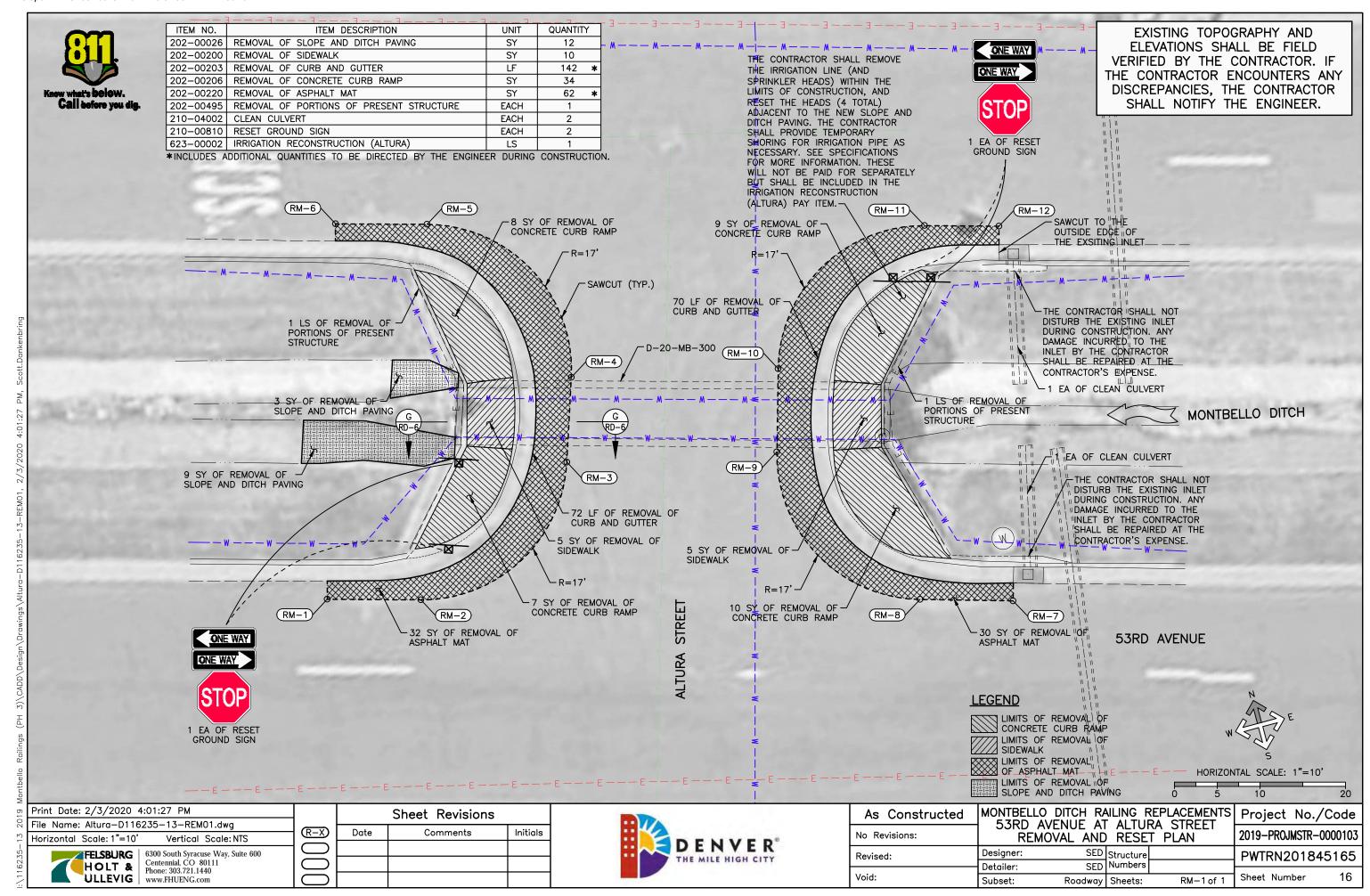


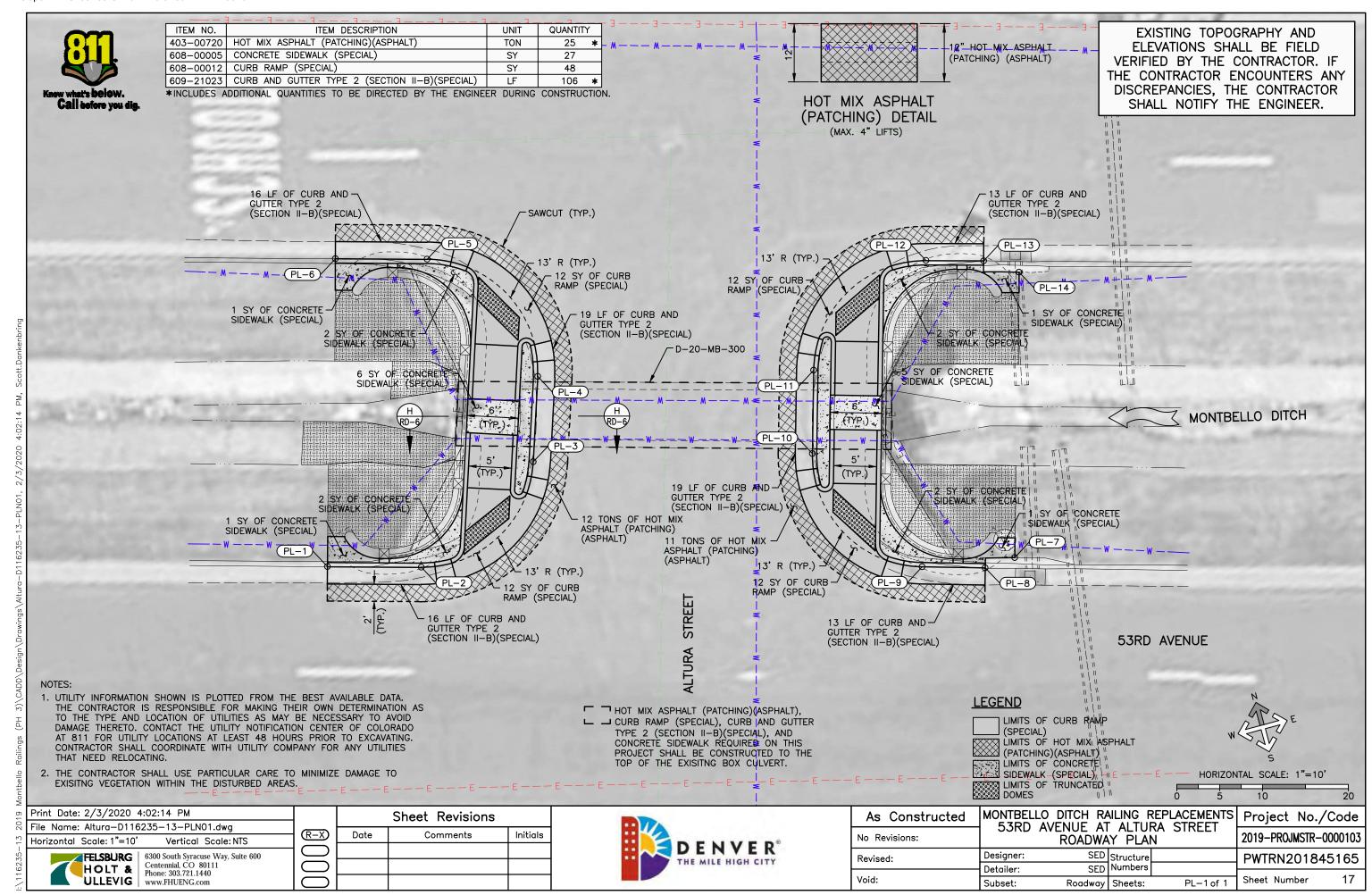
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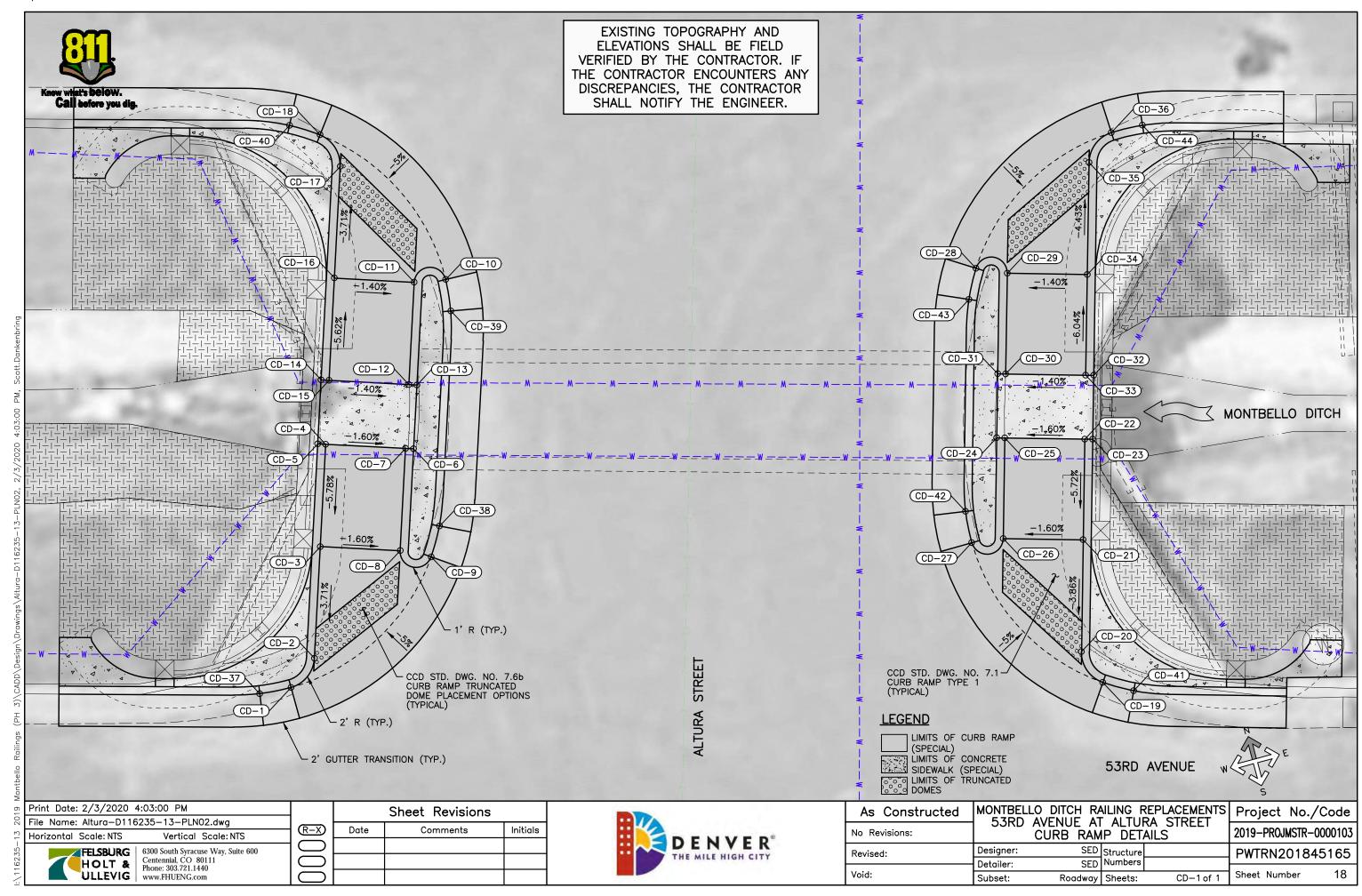


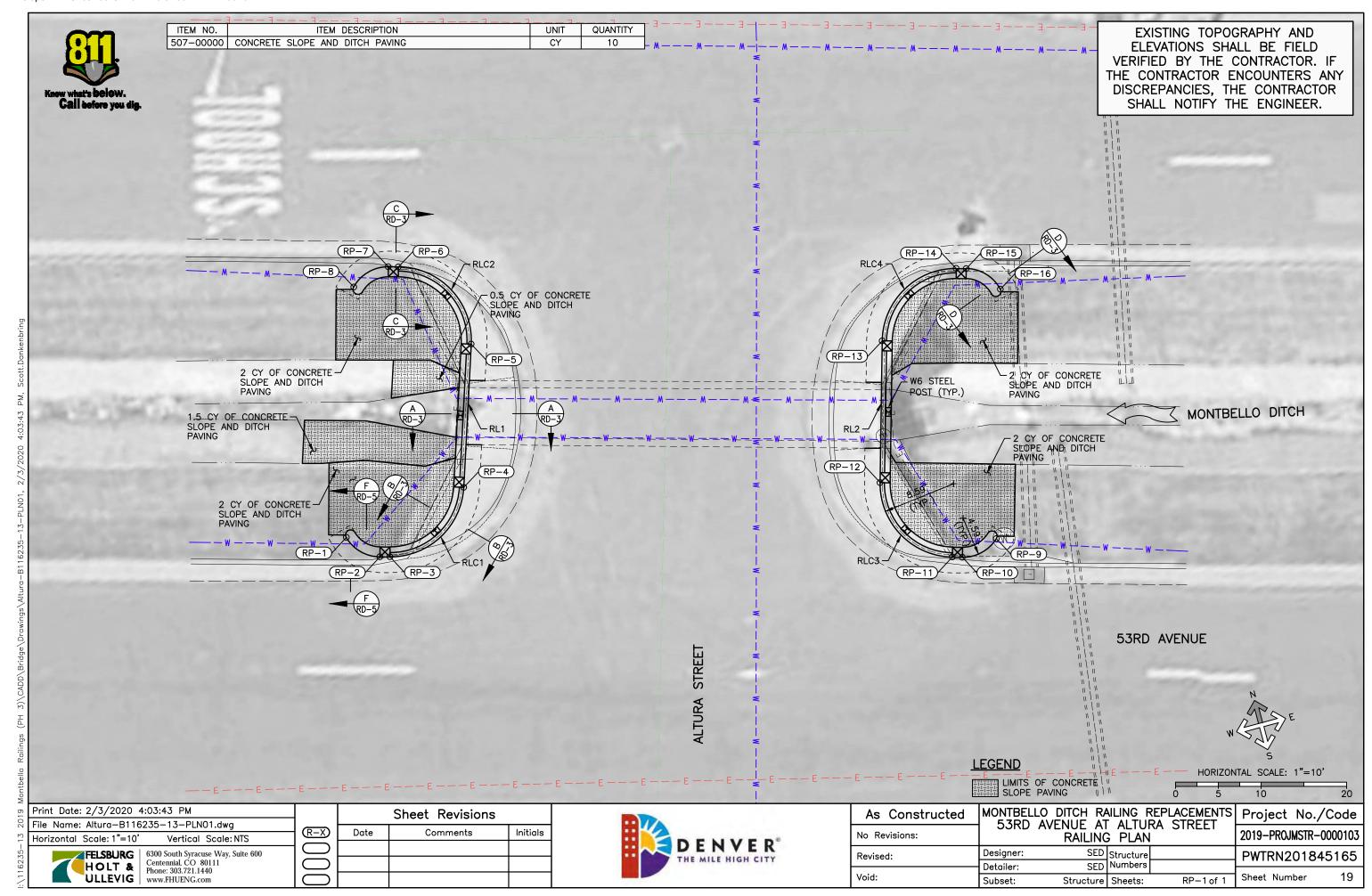


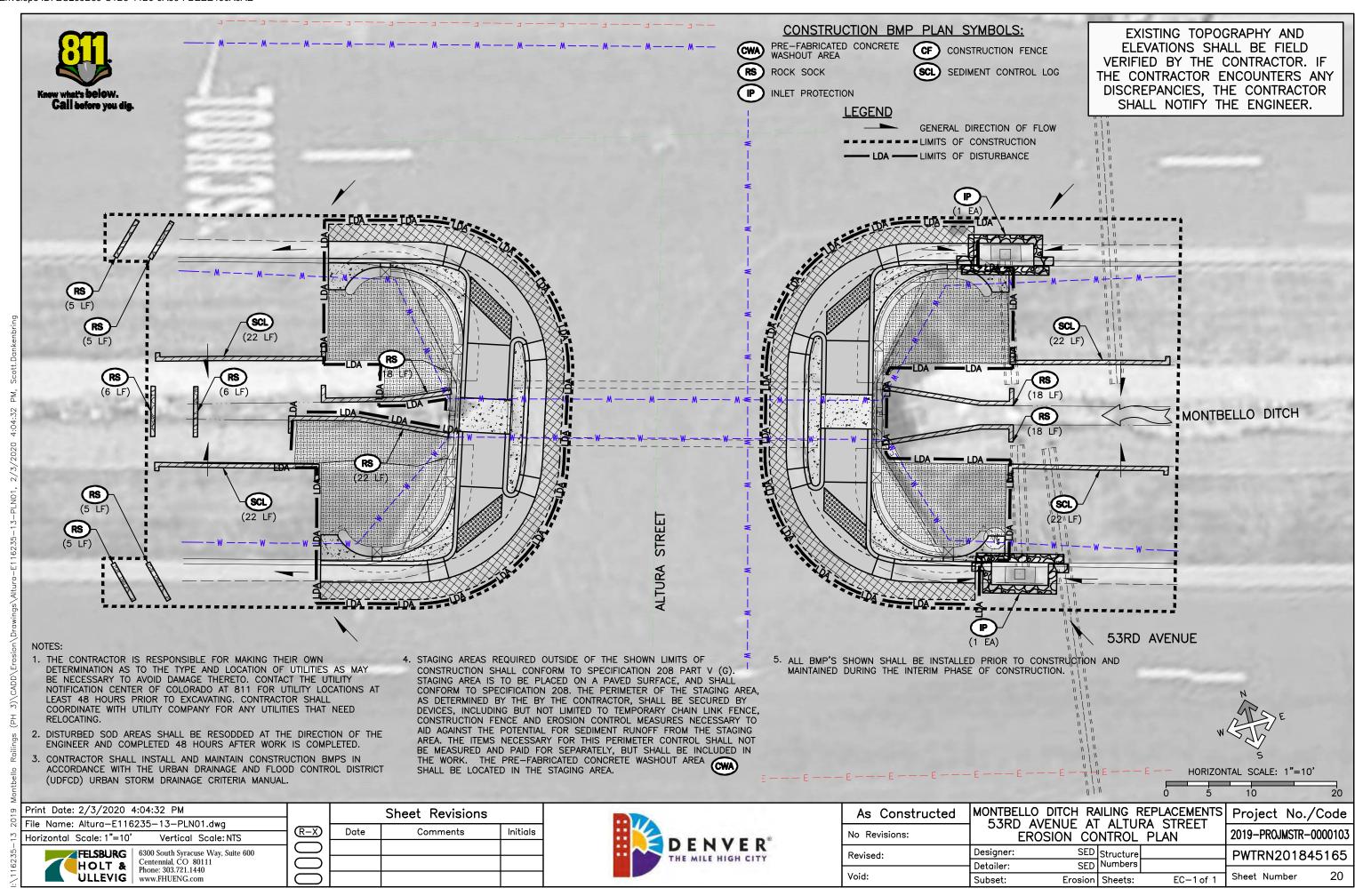
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No Revisions:		IT DATA	2019-PROJMSTR-0000103
Revised:		D Structure	PWTRN201845165
	Detailer: Si	D Numbers	
Void:	Subset: Roadw	y Sheets: PD-1 of 1	Sheet Number 15

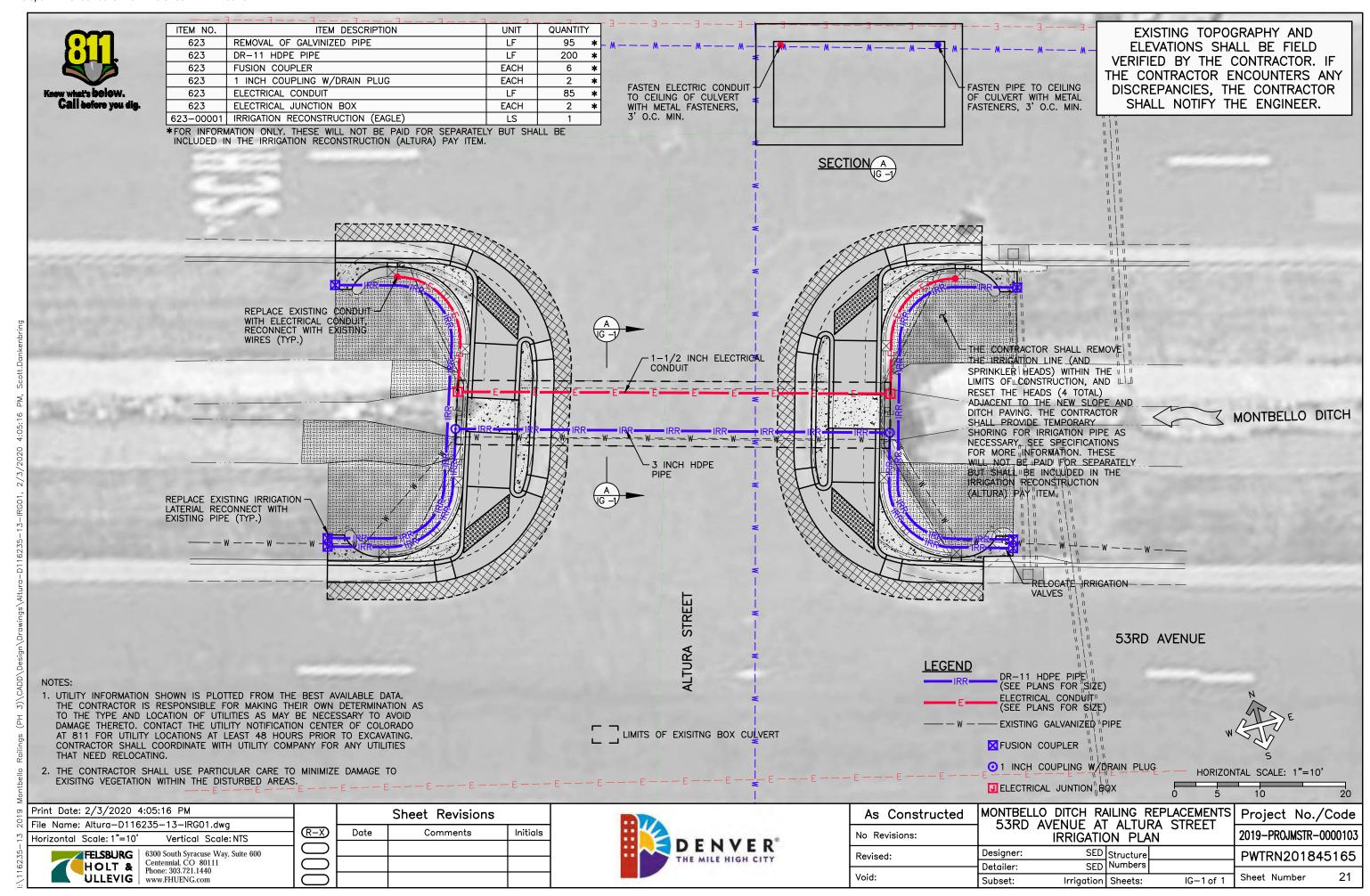










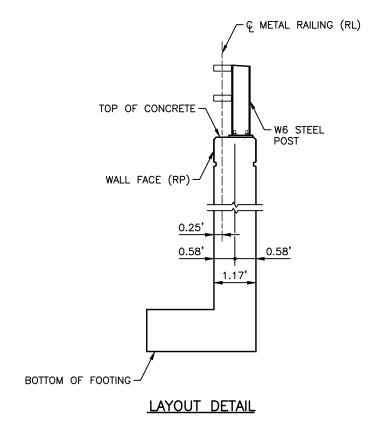


POINT TABLE - REMOVAL AND RESET PLANS						
POINT #	NORTHING	EASTING	DESCRIPTION			
RM-1	412769.5511	624554.7837	MATCH EXISTING			
RM-2	412769.4867	624565.4671	MATCH EXISTING			
RM-3	412786.8609	624582.5654	MATCH EXISTING			
RM-4	412797.0795	624582.3402	MATCH EXISTING			
RM-5	412813.7050	624565.3096	MATCH EXISTING			
RM-6	412813.6827	624554.3907	MATCH EXISTING			
RM-7	412769.3538	624631.0248	MATCH EXISTING			
RM-8	412769.4142	624623.4723	MATCH EXISTING			
RM-9	412785.9345	624606.6152	MATCH EXISTING			
RM-10	412795.8798	624606.3347	MATCH EXISTING			
RM-11	412813.3586	624623.4431	MATCH EXISTING			
RM-12	412813.3033	624631.6145	MATCH EXISTING			

POINT TABLE - ROADWAY PLANS						
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION		
PL-1	412773.5510	624554.8078	5331.68	FLOWLINE		
PL-2	412773.4866	624565.4912	5331.86	FLOWLINE		
PL-3	412786.7728	624578.5664	5332.14	FLOWLINE		
PL-4	412796.9914	624578.3412	5332.04	FLOWLINE		
PL-5	412809.7050	624565.3178	5331.80	FLOWLINE		
PL-6	412809.6827	624554.3989	5331.62	FLOWLINE		
PL-7	412774.5263	624634.3036	5332.23	FLOWLINE		
PL-8	412773.3536	624631.0568	5331.76	FLOWLINE		
PL-9	412773.4141	624623.5044	5331.97	FLOWLINE		
PL-10	412786.0472	624610.6136	5332.29	FLOWLINE		
PL-11	412795.9925	624610.3331	5332.22	FLOWLINE		
PL-12	412809.3587	624623.4160	5331.95	FLOWLINE		
PL-11	412795.9925	624610.3331	5332.22	FLOWLINE		
PL-12	412809.3587	624623.4160	5331.95	FLOWLINE		

POINT TABLE — RAILING PLANS								
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION	ELEVATION	DESCRIPTION		
RP-1	412776.7814	624556.9093	5334.21	TOP OF CONCRETE	5328.48	BOTTOM OF FOOTING		
RP-2	412774.5147	624560.8384	5334.21	TOP OF CONCRETE	5328.48	BOTTOM OF FOOTING		
RP-3	412774.5077	624562.0049	5334.21	TOP OF CONCRETE	5328.48	BOTTOM OF FOOTING		
RP-4	412783.2834	624570.6413	5334.21	TOP OF CONCRETE	5328.48	BOTTOM OF FOOTING		
RP-5	412800.3000	624570.2663	5334.21	TOP OF CONCRETE	5328.48	BOTTOM OF FOOTING		
RP-6	412808.6976	624561.6642	5334.21	TOP OF CONCRETE	5328.48	BOTTOM OF FOOTING		
RP-7	412808.6952	624560.4976	5334.21	TOP OF CONCRETE	5328.48	BOTTOM OF FOOTING		
RP-8	412806.2992	624556.4773	5334.21	TOP OF CONCRETE	5328.48	BOTTOM OF FOOTING		
RP-9	412776.5864	624632.3521	5334.38	TOP OF CONCRETE	5328.78	BOTTOM OF FOOTING		
RP-10	412774.3750	624628.3915	5334.38	TOP OF CONCRETE	5328.78	BOTTOM OF FOOTING		
RP-11	412774.3843	624627.2249	5334.38	TOP OF CONCRETE	5328.78	BOTTOM OF FOOTING		
RP-12	412782.7287	624618.7104	5334.38	TOP OF CONCRETE	5328.78	BOTTOM OF FOOTING		
RP-13	412799.5067	624618.2372	5334.38	TOP OF CONCRETE	5328.78	BOTTOM OF FOOTING		
RP-14	412808.3352	624626.8786	5334.38	TOP OF CONCRETE	5328.78	BOTTOM OF FOOTING		
RP-15	412808.3273	624628.0453	5334.38	TOP OF CONCRETE	5328.78	BOTTOM OF FOOTING		
RP-16	412805.9124	624632.0542	5334.38	TOP OF CONCRETE	5328.78	BOTTOM OF FOOTING		

DA ⁻	TA TABLE -	METAL RAI	LING
FEATURE	CALLOUT	RADIUS	LENGTH
CURVE	RLC1	8.34'	13.42'
LINE	RL1	_	14.96'
CURVE	RLC2	8.34'	12.90'
CURVE	RLC3	8.34'	13.23'
LINE	RL2	_	14.81'
CURVE	RLC4	8.34'	13.01'



POINT TABLE - CURB RETURN DETAILS					
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION	
CD-39	412798.7489	624578.1827	5331.94	FLOWLINE	
CD-40	412809.5631	624567.2605	5331.84	FLOWLINE	
CD-41	412773.5441	624621.7716	5332.01	FLOWLINE	
CD-42	412784.2908	624610.7829	5332.29	FLOWLINE	
CD-43	412797.7557	624610.4032	5332.21	FLOWLINE	
CD-44	412809.1046	624620.7687	5332.01	FLOWLINE	

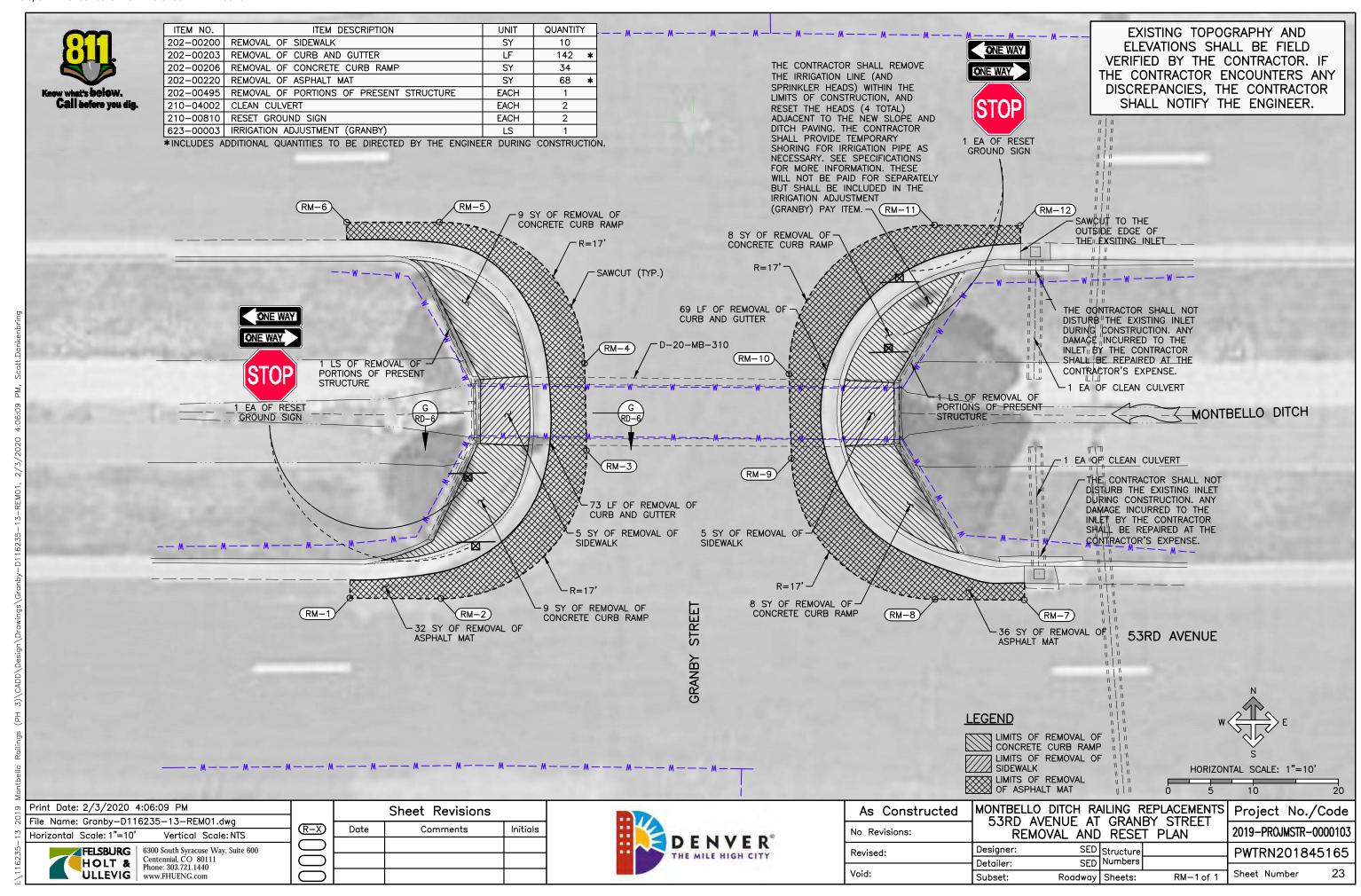
POI	NT TABLE	- CURB RI	ETURN D	ETAILS
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
CD-1	412774.2561	624569.9764	5332.03	FLOWLINE
CD-2	412776.1818	624571.2979	5332.06	CURB RAMP
CD-3	412783.1806	624571.1437	5332.36	CURB RAMP
CD-4	412789.5957	624571.0023	5332.71	CURB RAMP
CD-5	412789.5847	624570.5025	5332.71	SIDEWALK
CD-6	412789.7168	624576.5010	5332.62	SIDEWALK
CD-7	412789.7058	624576.0011	5332.63	CURB RAMP
CD-8	412783.2907	624576.1425	5332.28	CURB RAMP
CD-9	412783.0483	624578.1066	5332.20	FLOWLINE
CD-10	412800.6921	624577.7179	5332.10	FLOWLINE
CD-11	412800.3634	624575.7663	5332.20	CURB RAMP
CD-12	412793.9482	624575.9076	5332.59	CURB RAMP
CD-13	412793.9593	624576.4075	5332.58	SIDEWALK
CD-14	412793.8271	624570.4090	5332.67	SIDEWALK
CD-15	412793.8381	624570.9089	5332.66	CURB RAMP
CD-16	412800.2532	624570.7675	5332.27	CURB RAMP
CD-17	412807.2520	624570.6133	5331.97	CURB RAMP
CD-18	412809.1176	624569.2082	5331.94	FLOWLINE
CD-19	412773.9776	624619.8211	5332.13	FLOWLINE
CD-20	412775.8345	624618.4046	5332.18	CURB RAMP
CD-21	412782.8322	624618.2072	5332.50	CURB RAMP
CD-22	412789.2321	624618.0268	5332.87	CURB RAMP
CD-23	412789.2462	624618.5266	5332.88	SIDEWALK
CD-24	412789.0771	624612.5289	5332.79	SIDEWALK
CD-25	412789.0911	624613.0287	5332.79	CURB RAMP
CD-26	412782.6912	624613.2092	5332.42	CURB RAMP
CD-27	412782.3505	624611.2597	5332.33	FLOWLINE
CD-28	412799.7198	624610.7699	5332.27	FLOWLINE
CD-29	412799.4895	624612.7355	5332.38	CURB RAMP
CD-30	412793.0896	624612.9160	5332.77	CURB RAMP
CD-31	412793.0755	624612.4162	5332.76	SIDEWALK
CD-32	412793.2446	624618.4138	5332.85	SIDEWALK
CD-33	412793.2305	624617.9140	5332.84	CURB RAMP
CD-34	412799.6304	624617.7335	5332.45	CURB RAMP
CD-35	412806.6281	624617.5362	5332.16	CURB RAMP
CD-36	412808.5619	624618.8458	5332.13	FLOWLINE
CD-37	412773.7253	624568.0502	5331.92	FLOWLINE
CD-38	412785.0101	624578.4854	5332.15	FLOWLINE

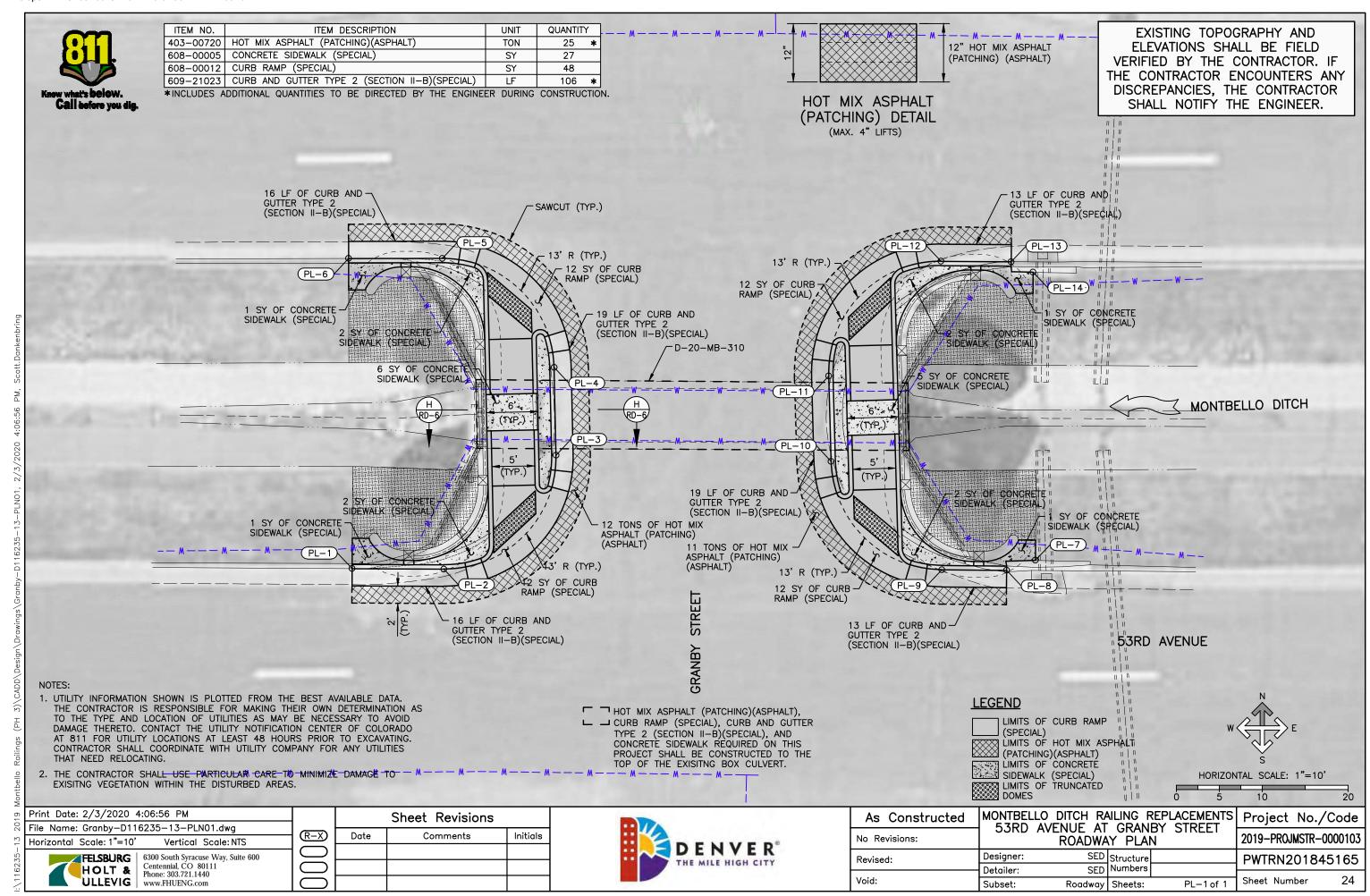
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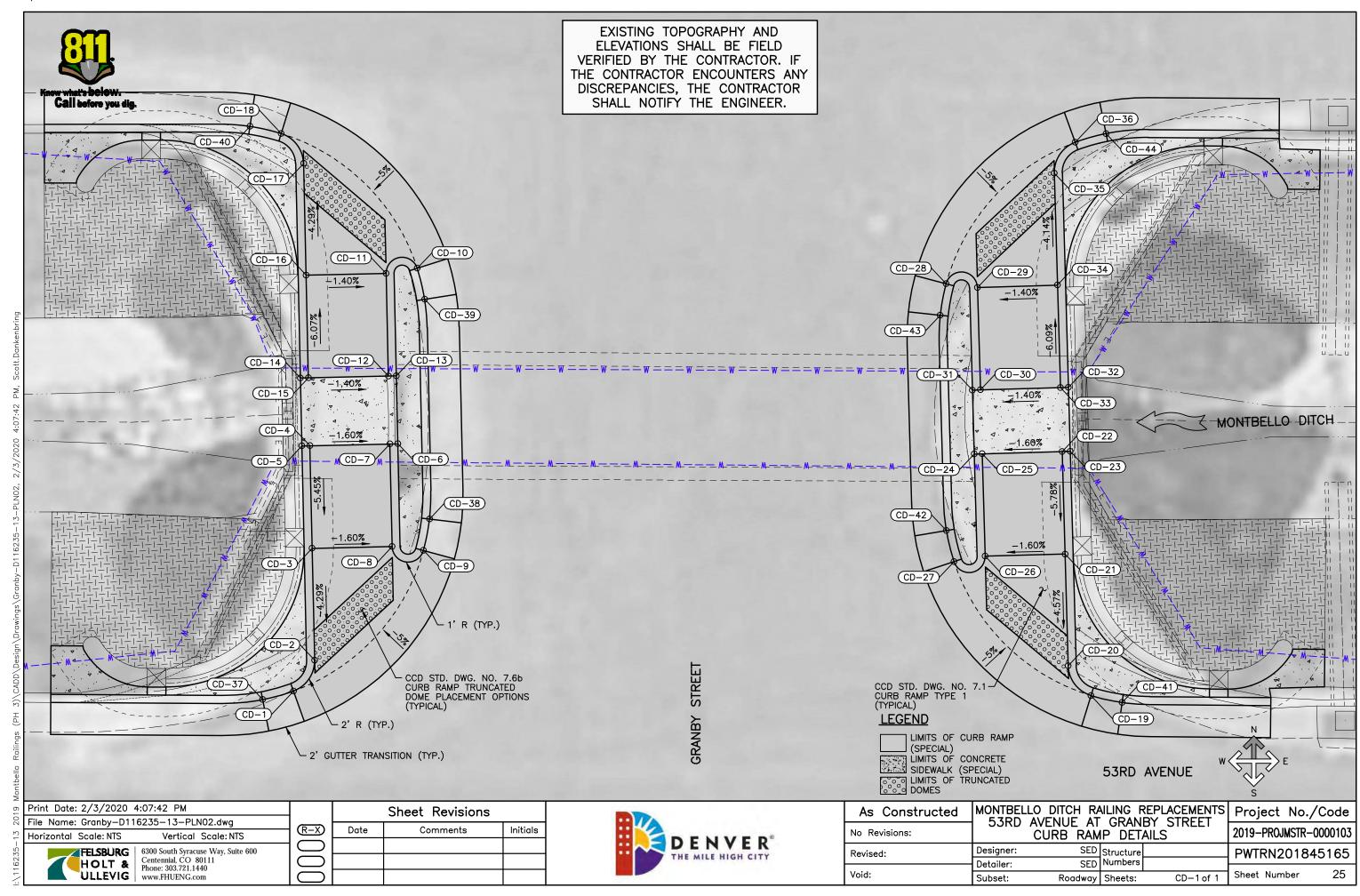
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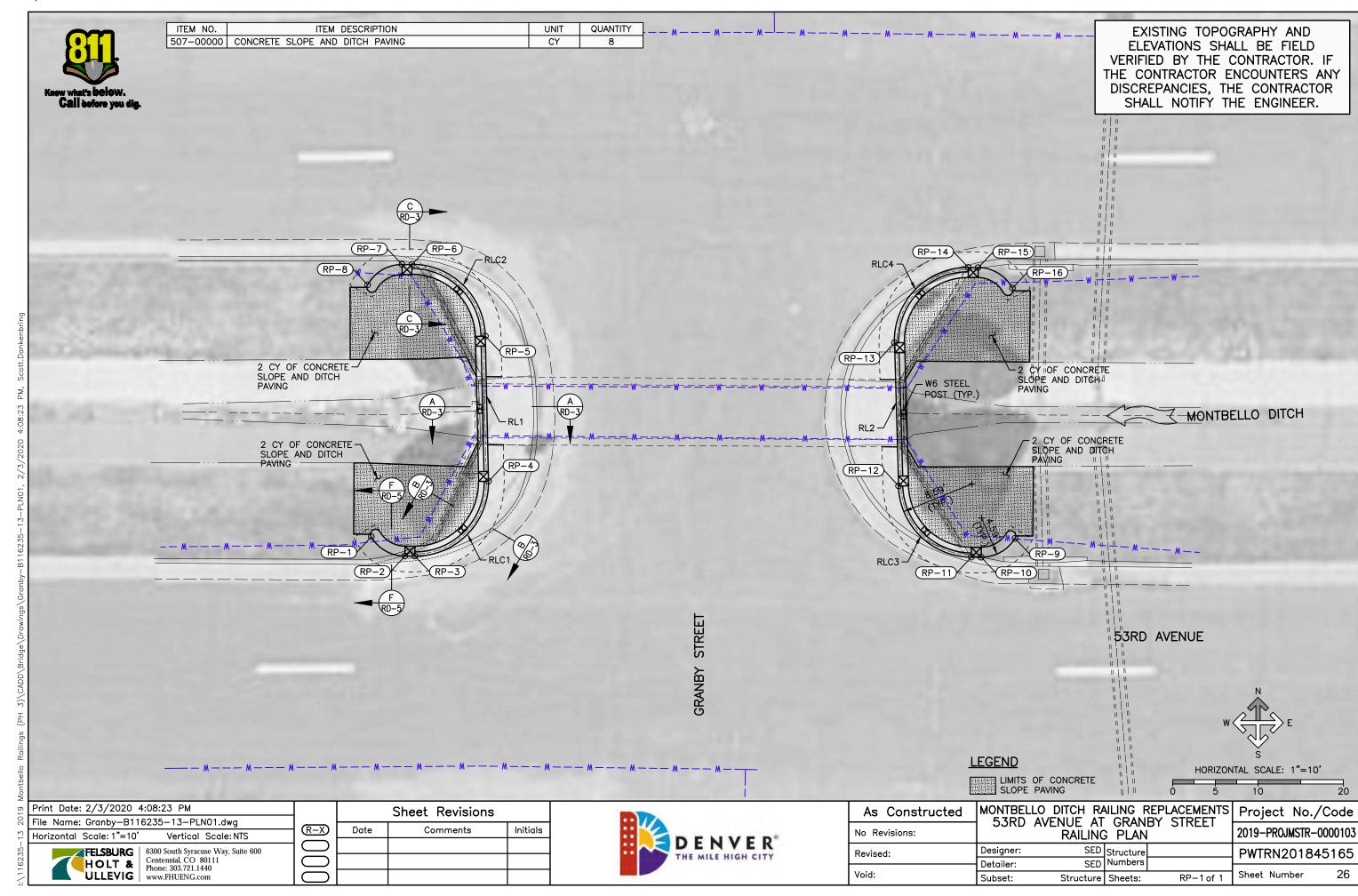


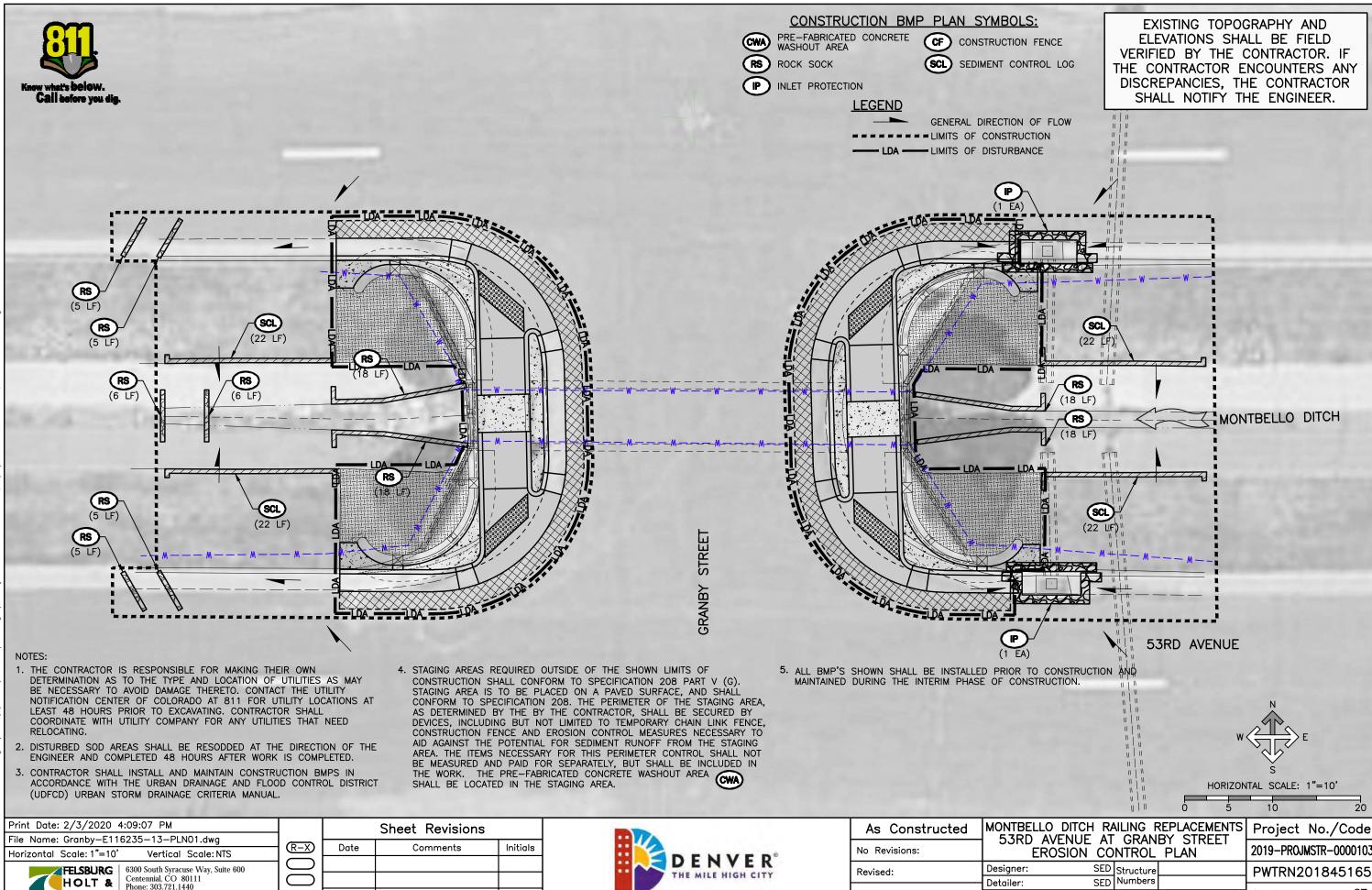
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Revised:	Designer:		Structure		PWTRN2	01845	165
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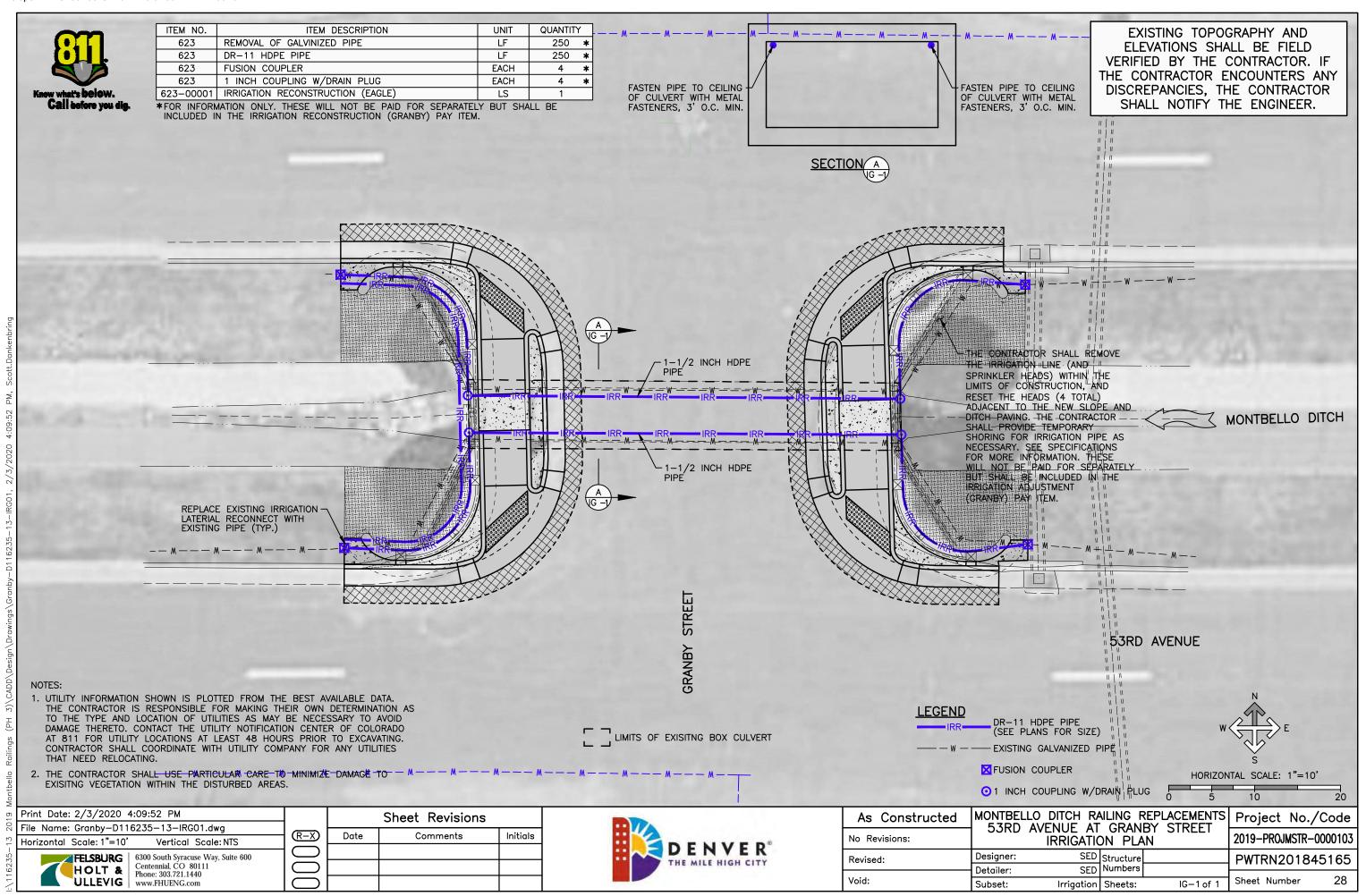
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## **GENERAL NOTES**

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, AS AMENDED AND SUPPLEMENTED WITH SPECIAL PROVISIONS, AND CURRENT CITY AND COUNTY OF DENVER SPECIFICATIONS, AS APPLICABLE TO THE PROJECT.

EXPANSION JOINT MATERIAL SHALL MEET AASHTO SPECIFICATION M-213. EXPANSION JOINT MATERIAL SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF ITEM 601 - CONCRETE CLASS D (WALL).

SEALANT SHALL BE A SILICONE MATERIAL.

A COLORED STRUCTURAL CONCRETE COATING FINISH WILL BE REQUIRED, AS SHOWN ON THE PLANS, ON EXPOSED CONCRETE SURFACES. THE COLOR SHALL BE TAN, EQUIVALENT TO FEDERAL STANDARD 595C COLOR NO. 17855, AND IS TO BE SELECTED FROM TEST PANELS PROVIDED BY THE CONTRACTOR.

STRUCTURAL CONCRETE EXPOSED SOIL SHALL CONFORM TO CEMENTITIOUS MATERIALS REQUIREMENTS CLASS 0, CORRESPONDING TO SULFATE EXPOSURE CLASS 0.

THE FINAL FINISH FOR ALL EXPOSED CONCRETE SURFACES SHALL BE CLASS 2, UNLESS OTHERWISE NOTED.

ALL STRUCTURAL STEEL OF PEDESTRIAN RAILING SHALL BE GALVANIZED AND DUPLEX COATED. THIS WORK WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN PAY ITEM 514 PEDESTRIAN RAILING (STEEL) (SPECIAL). THE COLOR SHALL BE FEDERAL GREEN, EQUIVALENT TO FEDERAL STANDARD 595C COLOR NO. 14062.

UNLESS OTHERWISE NOTED, ALL STRUCTURAL STEEL SHALL BE AASHTO M270 GRADE 36 (ASTM A-36):

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE DURING CONSTRUCTION.

STATIONS, ELEVATIONS, AND DIMENSIONS CONTAINED IN THESE PLANS ARE CALCULATED FROM A RECENT FIELD SURVEY. THE CONTRACTOR SHALL VERIFY ALL DEPENDENT DIMENSIONS IN THE FIELD BEFORE ORDERING OR FABRICATING ANY MATERIALS.

ALL CONSTRUCTION JOINTS SHALL BE THOROUGHLY CLEANED AND ROUGHENED BEFORE FRESH CONCRETE IS PLACED.

ALL EXPOSED CONCRETE CORNERS SHALL BE CHAMFERED  $\frac{3}{4}$ ", UNLESS SHOWN OR OTHERWISE NOTED.

GRADE 60 REINFORCING STEEL IS REQUIRED.

ALL REINFORCING STEEL SHALL BE EPOXY COATED REINFORCING BARS, UNLESS OTHERWISE NOTED.

THE FOLLOWING TABLE GIVES THE MINIMUM CLASS B LAP SPLICE LENGTH FOR EPOXY COATED REINFORCING BARS PLACED IN ACCORDANCE WITH SUBSECTION 602.06. THESE SPLICE LENGTHS SHALL BE INCREASED BY 25% FOR BARS SPACED LESS THAN 6" ON CENTER.

BAR SIZE	#4	<b>#</b> 5	#6	#7	#8	#9	#10	#11
SPLICE LENGTH FOR CLASS D CONCRETE	1'-3"	1'-7"	2'-5"	2'-10"	3'-8"	4'-8"	5'-11"	7'-3"

ALL REINFORCEMENT SHALL HAVE A CLEAR COVERAGE OF 2", EXCEPT AS SHOWN ON THE PLANS. CLEAR COVERAGE SHALL BE MEASURED FROM THE SURFACE OF THE CONCRETE TO THE OUTSIDE OF THE REINFORCEMENT.

THE INFORMATION SHOWN ON THESE PLANS CONCERNING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811 (1-800-922-1987) AT LEAST 3 DAYS (2 DAYS NOT INCLUDING THE DAY OF NOTIFICATION) PRIOR TO ANY EXCAVATION OR OTHER EARTHWORK.

Date

## **ABBREVIATIONS:**

CLR. = CLEAR

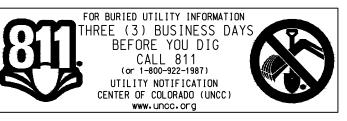
E.F. = EACH FACE CONT. = CONTINUOUS
F.F. = FRONT FACE EL. = ELEVATION
B.F. = BACK FACE TYP. = TYPICAL
C.J. = CONSTRUCTION JOINT MAX. = MAXIMUM
H.C.L. = HORIZONTAL CONTROL LINE MIN. = MINIMUM

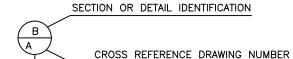
## **DESIGN DATA**

REINFORCED CONCRETE:

CLASS D CONCRETE:  $f'_{C} = 4,500 \text{ psi}$ REINFORCING STEEL:  $f_{V} = 60,000 \text{ psi}$ 

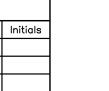
DESIGN LEVEL FOR RAILING: TL-1





	RAILING QUANTITIES (ESTIMATED)									
CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	53RD AVENUE AT EAGLE STREET (D-20-MB-290)	53RD AVENUE AT ALTURA STREET (D-20-MB-300)	53RD AVENUE AT GRANBY STREET (D-20-MB-310)	PROJECT TOTALS				
206-00000	STRUCTURE EXCAVATION	CY	110	106	110	326				
206-00200	STRUCTURE BACKFILL (CLASS 2)	CY	86	83	90	259				
514-00201	PEDESTRIAN RAILING (STEEL) (SPECIAL)	LF	82	81	82	245				
601-03050	CONCRETE CLASS D (WALL)	CY	32	32	33	97				
601-40300	STRUCTURAL CONCRETE COATING	SY	112	112	113	337				
602-00020	REINFORCING STEEL (EPOXY COATED)	LB	4930	4720	4985	14635				

(IF BLANK, REFERENCE IS TO SAME SHEET)



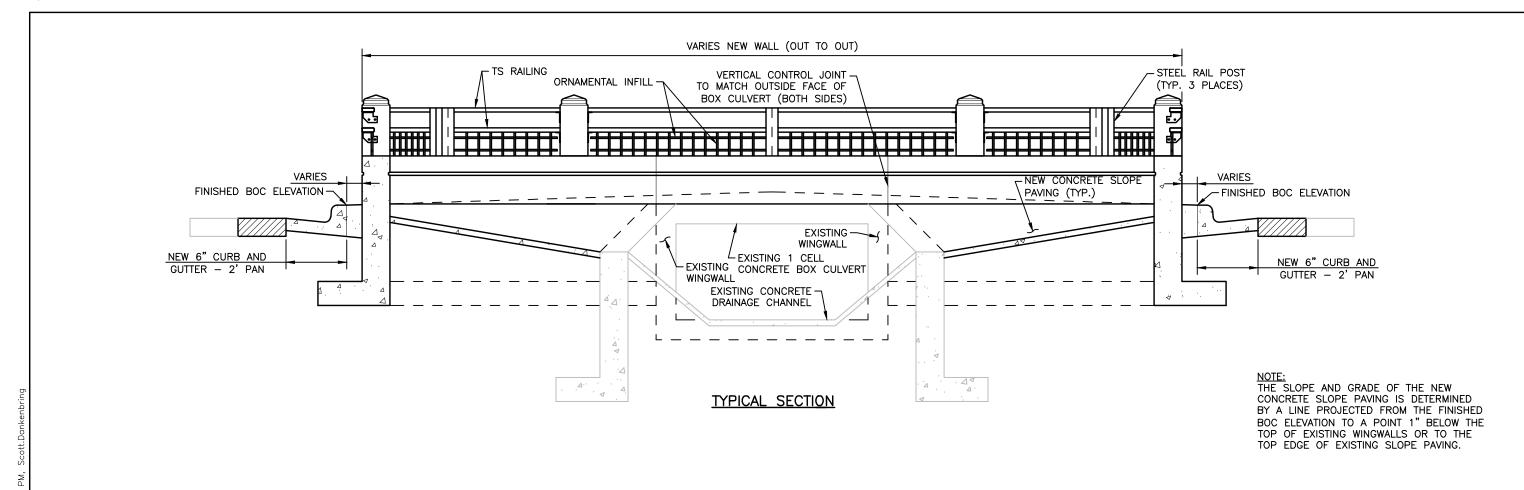
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Initials

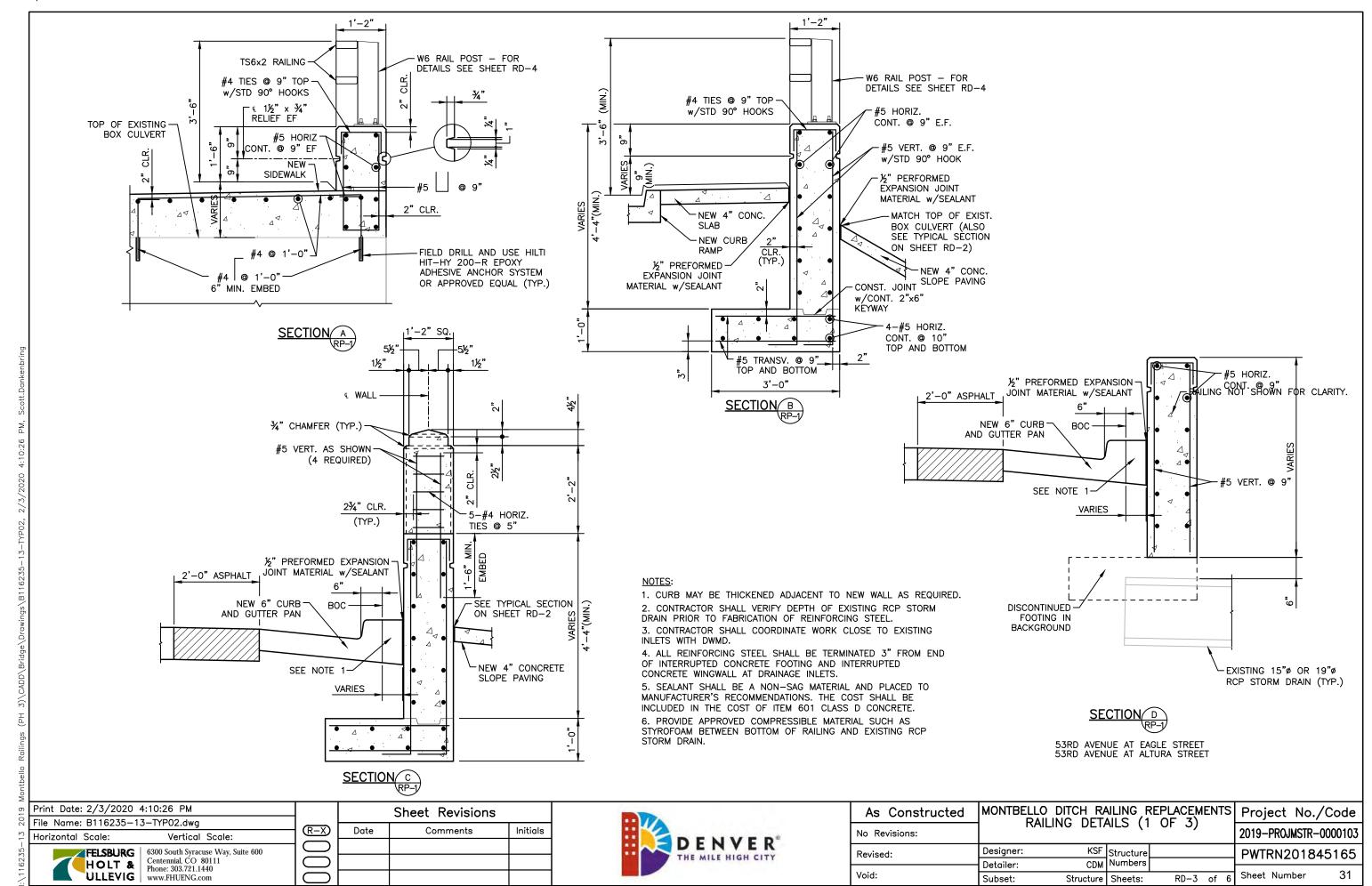
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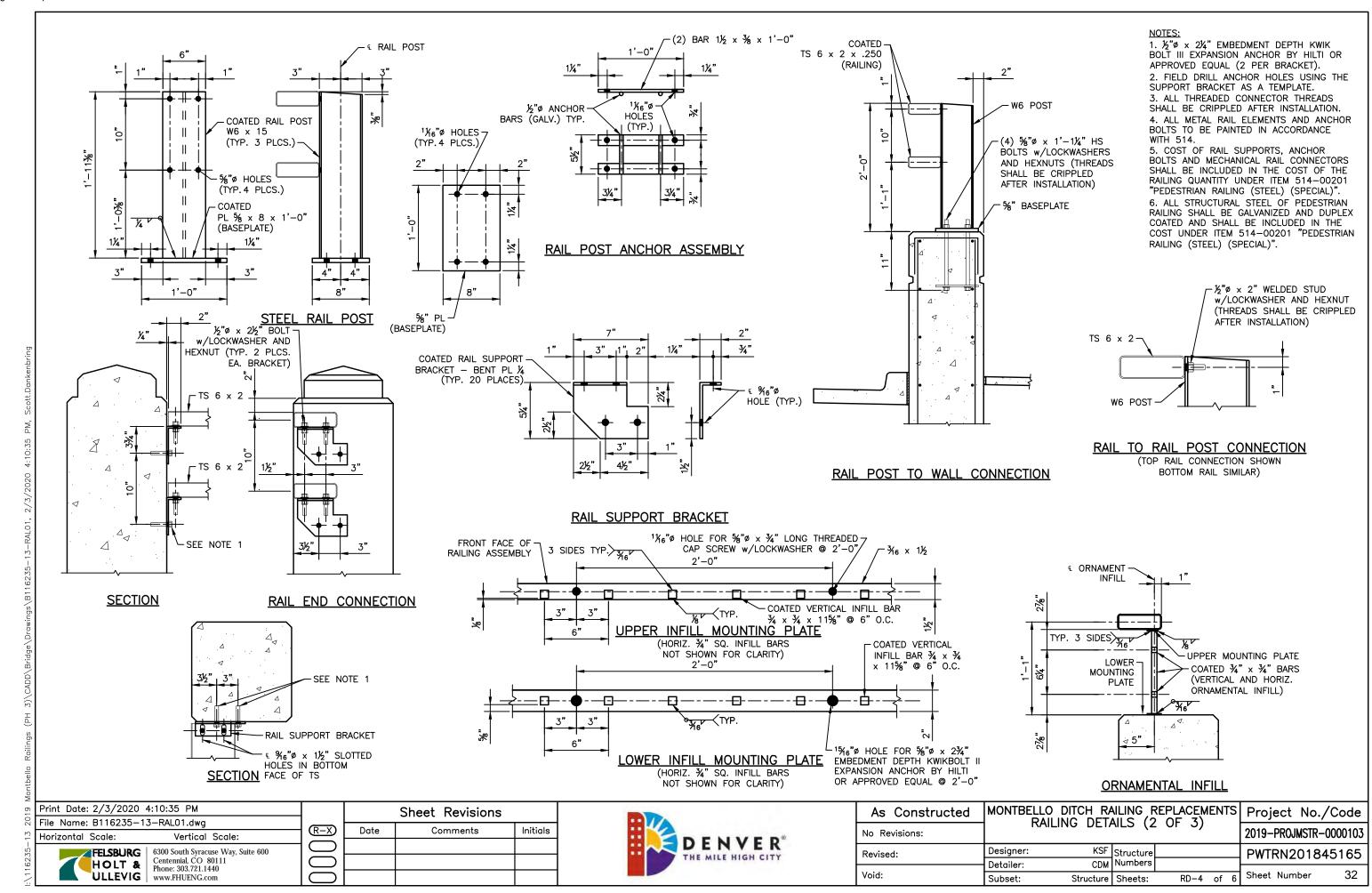
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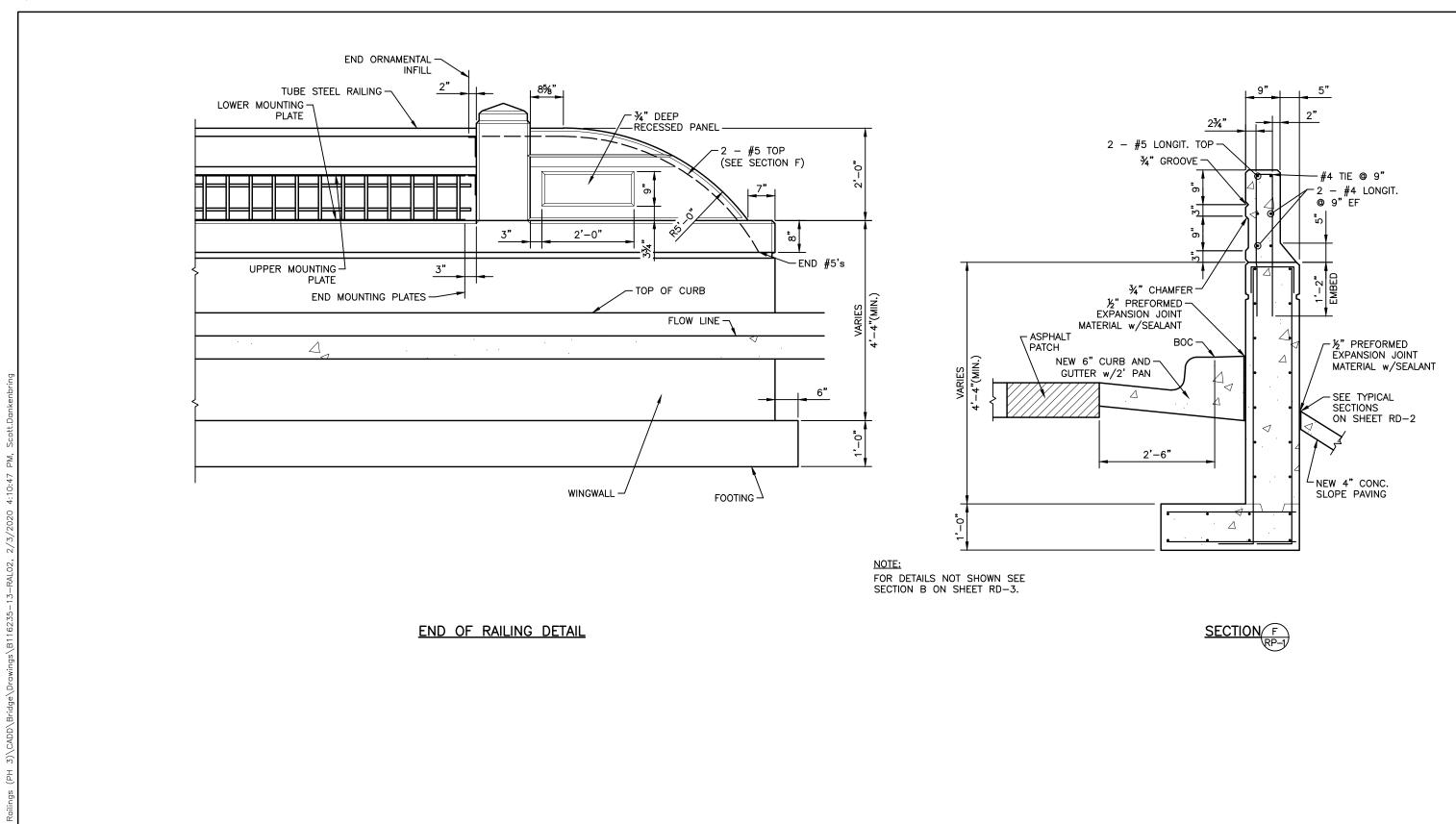
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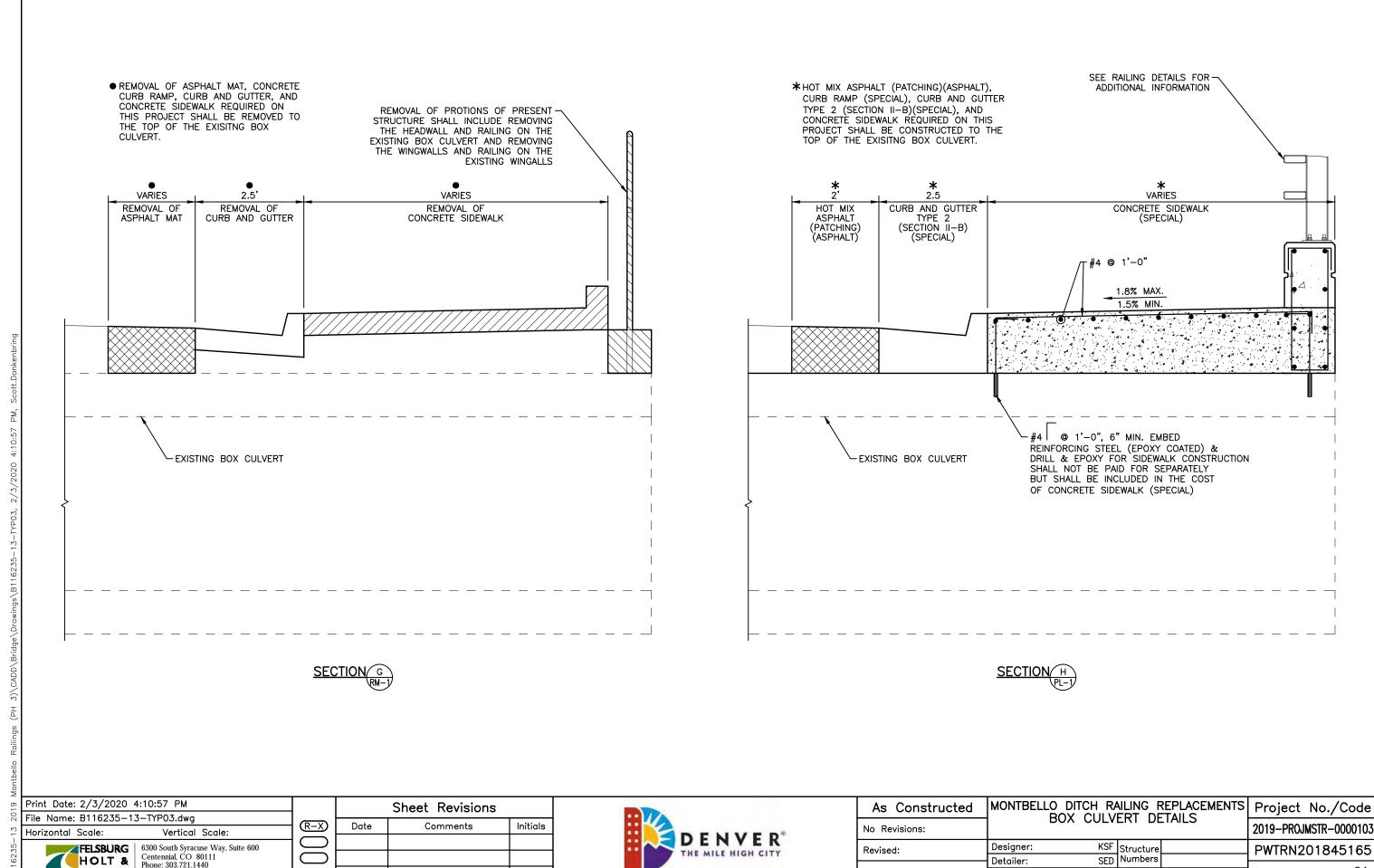
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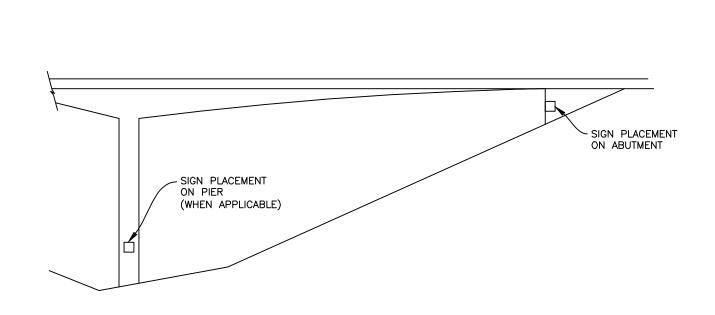
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 QUANTITIES
 Revision Dates

 Initial Date
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STRUCTURE IDENTIFICATION PANEL LOCATIONS

# GENERAL NOTES

- 1. STRUCTURE IDENTIFICATION PANELS SHALL BE FABRICATED FROM SINGLE SHEET ALUMINUM 0.080 IN. MINIMUM THICKNESS.
- 2. THE STRUCTURE NUMBER IS SHOWN ON THE PLANS.
- 3. ALL SIGNS SHALL BE FABRICATED USING RETROREFLECTIVE SHEETING CONFORMING TO ASTM D4956, TYPE I MINIMUM. THE SIGN SHALL HAVE WHITE REFLECTIVE SHEETING BACKGROUND WITH BLACK LETTERS.
- 4. IN ADDITION TO THE REQUIREMENTS STATED ABOVE, STRUCTURE IDENTIFICATION PANELS SHALL BE PLACED IN A VISIBLE LOCATION ON ONE OF THE ABUTMENTS AND ON A PIER WHEN APPLICABLE.

Initials

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R 1½" TYP.	¾"ø HOLE TYP.	
	÷-  <u>STRUCTURE IDENTIFICATION PANEL</u>	

STRUCTURE	STRUCTURE IDENTIFICATION NUMBER
EAGLE STREET	D-20-MB-290
ALTURA STREET	D-20-MB-300
GRANBY STREET	D-20-MB-310

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## STORMWATER MANAGEMENT PLAN STANDARD NOTES

## STANDARD NOTE # 1

"THE PERMITTEE AND/OR CONTRACTOR SHALL REMOVE ALL SEDIMENT, MUD, CONSTRUCTION DEBRIS, OR OTHER POTENTIAL POLLUTANTS THAT MAY HAVE BEEN DISCHARGED TO OR, ACCUMULATE IN, THE FLOWLINES, STORM DRAINAGE APPURTENANCES, AND PUBLIC RIGHTS OF WAYS OF THE CITY AND COUNTY OF DENVER AS A RESULT OF CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS SITE DEVELOPMENT OR CONSTRUCTION PROJECT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER."

STANDARD NOTE # 2

"THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION, EXCAVATION, TRENCHING, BORING, GRADING, OR OTHER CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM, RECEIVING WATERS, WATERWAYS, WETLANDS, AND OR OTHER PUBLIC OR PRIVATE PROPERTIES, RESULTING FROM WORK DONE AS PART OF THIS PROJECT."

## STANDARD NOTE # 3

"SOIL STABILIZATION MEASURES SHALL BE IMPLEMENTED WITHIN FOURTEEN (14) DAYS FOLLOWING COMPLETION OF GRADING ACTIVITIES. STABILIZATION OF DISTURBED AREAS ADJACENT TO RECEIVING WATERS OR WITH SLOPES 3 TO 1 OR GREATER SHALL BE COMPLETED WITHIN SEVEN (7) DAYS FOLLOWING COMPLETION OF GRADING ACTIVITIES. NOTE: FEDERAL AND STATE REGULATIONS MAY SOON REQUIRE STABILIZATION WITHIN SEVEN (7) DAYS OF COMPLETION OF GRADING ACTIVITIES. IN SUCH CASES, THE SHORTER TIMEFRAME SHALL APPLY TO PROJECTS WITHIN DENVER AS WELL."

## STANDARD NOTE # 4

"THE DEVELOPER, GENERAL CONTRACTOR, GRADING CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF THE MATERIAL DURING TRANSPORT ON PUBLIC RIGHTS OF WAY." (SEC.49-552; REVISED MUNICIPAL CODE)

## STANDARD NOTE # 5

"THE USE OF REBAR TO ANCHOR BEST MANAGEMENT PRACTICES IS PROHIBITED." STEEL FENCE POSTS MAY BE USED ON A CASE BY CASE BASIS AND REQUIRES APPROVAL FROM THE CITY AND COUNTY OF DENVER SWMP REVIEWER OR THE STORMWATER ENFORCEMENT INVESTIGATOR PRIOR TO INSTALLATION."

#### STANDARD NOTE # 6

"SOILS THAT WILL BE STOCKPILED FOR MORE THAN THIRTY (30) DAYS SHALL BE PROTECTED FROM WIND AND WATER EROSION WITHIN FOURTEEN (14) DAYS OF STOCKPILE CONSTRUCTION. STABILIZATION OF STOCKPILES LOCATED WITHIN 100 FEET OF RECEIVING WATERS, OR WITH SLOPES 3 TO 1 OR GREATER SHALL BE COMPLETED WITHIN SEVEN (7) DAYS FOLLOWING STOCKPILE CONSTRUCTION. STABILIZATION AND PROTECTION OF THE STOCKPILE MAY BE ACCOMPLISHED BY ANY OF THE FOLLOWING: MULCHING, TEMPORARY/PERMANENT REVEGETATION OPERATIONS, CHEMICAL SOIL STABILIZER APPLICATION (REQUIRES DENVER PUBLIC WORKS APPROVAL), OR EROSION CONTROL MATTING/GEOTEXTILES. IF STOCKPILES ARE LOCATED WITHIN 100 FEET OF RECEIVING WATERS, A DRAINAGEWAY OR THE SITE PERIMETER, ADDITIONAL SEDIMENT CONTROLS SUCH SHALL BE REQUIRED."

#### STANDARD NOTE # 7

"APPROVED EROSION AND SEDIMENT CONTROL 'BEST MANAGEMENT PRACTICES' SHALL BE MAINTAINED AND KEPT IN GOOD REPAIR FOR THE DURATION OF THIS PROJECT. AT A MINIMUM, THE PERMITTEE OR CONTRACTOR SHALL PRODUCE AND RETAIN WEEKLY WRITTEN INSPECTION RECORDS FOR ALL BMPS AND AFTER SIGNIFICANT PRECIPITATION EVENTS. ALL NECESSARY MAINTENANCE AND REPAIR SHALL BE COMPLETED IMMEDIATELY. ADDITIONALLY, STREET SWEEPING IS TO BE COMPLETED BY THE CLOSE OF THE BUSINESS DAY OR (AND) ON AN AS NEEDED BASIS THROUGHOUT THE DAY.

## STANDARD NOTE # 8

"WATER USED IN THE CLEANING OF CEMENT TRUCK DELIVERY CHUTES SHALL BE DISCHARGED INTO A PREDEFINED, CONCRETE WASHOUT AREA ON THE JOB SITE. BERMED CONTAINMENT OR COMMERCIALLY AVAILABLE CONCRETE WASHOUT DEVICES THAT FULLY CONTAIN ALL WASH WATER ARE ACCEPTABLE. WASH WATER DISCHARGED INTO THE CONTAINMENT AREA OR DEVICE SHALL BE ALLOWED TO INFILTRATE, EVAPORATE, AND OR BE DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS. DRIED CEMENT WASTE IS TO BE REMOVED FROM THE CONTAINMENT AREA AND PROPERLY DISPOSED. SHOULD THE USE OF A PREDEFINED BERMED CONTAINMENT AREA OR APPROVED WASHOUT DEVICE BE TECHNICALLY INFEASIBLE DUE TO THE PROJECT SIZE, OR LACK OF AN AREA WITH A SUITABLE GROUND SURFACE FOR ESTABLISHING CONTAINMENT, PROPER DISPOSAL OF CONCRETE WASHOUT AND WASH WATER AT THE JOB SITE SHALL CONFORM TO THE APPROVED TECHNIQUES AND PRACTICES IDENTIFIED IN THE COLORADO DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT'S TRAINING VIDEO ENTITLED 'BUILDING FOR A CLEANER ENVIRONMENT, READY MIX WASHOUT TRAINING' AND ITS ACCOMPANYING MANUAL ENTITLED, 'READY MIX WASHOUT GUIDEBOOK, VEHICLE AND EQUIPMENT WASHOUT AT CONSTRUCTION SITES.' THE DIRECT OR INDIRECT DISCHARGE OF WATER CONTAINING WASTE CEMENT TO THE STORM SEWER SYSTEM IS PROHIBITED." (SEC.56-102A, C; REVISED MUNICIPAL CODE, CITY AND COUNTY OF DENVER).

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#### STANDARD NOTE # 9

"THE CONTRACTOR SHALL PROTECT ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATIONS INVOLVING WHEEL CUTTING, SAW CUTTING, OR ABRASIVE WATER JET CUTTING ARE TO TAKE PLACE. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY BASIS OR AS NEEDED THROUGHOUT THE WORK DAY." THE DISCHARGE OF ANY WATER CONTAMINATED BY WASTE PRODUCTS FROM CUTTING OPERATIONS TO THE STORM SEWER SYSTEM IS PROHIBITED." (SEC.56-102A, C; REVISED MUNICIPAL CODE, CITY AND COUNTY OF DENVER)

## STANDARD NOTE # 10

"PAVED AND IMPERVIOUS SURFACES WHICH ARE ADJACENT TO CONSTRUCTION SITES MUST BE SWEPT ON A DAILY BASIS AND AS NEEDED DURING THE DAY WHEN SEDIMENT AND OTHER MATERIALS ARE TRACKED OR DISCHARGED ONTO THEM. EITHER SWEEPING BY HAND OR USE OF STREET SWEEPERS IS ACCEPTABLE. STREET SWEEPERS USING WATER WHILE SWEEPING IS PREFERRED IN ORDER TO MINIMIZE DUST. FLUSHING OFF PAVED SURFACES WITH WATER IS PROHIBITED." (SEC.56-102A, C; REVISED MUNICIPAL CODE, CITY AND COUNTY OF DENVER)

## STORMWATER MANAGEMENT PLAN FOR PROJECT NO. D-02-PR-220

## 1. STORMWATER MANAGEMENT CONTROLS FIRST CONSTRUCTION ACTIVITIES

THE CONTRACTOR SHALL PERFORM THE FOLLOWING:

#### A. POTENTIAL POLLUTANT SOURCES

1. EVALUATE, IDENTIFY AND DESCRIBE ALL POTENTIAL SOURCES OF POLLUTANTS AT THE SITE IN ACCORDANCE WITH SUBSECTION 107.25 AND PLACE ANY BMPS REQUIRED TO CONTAIN POTENTIAL POLLUTANTS.

## B. BEST MANAGEMENT PRACTICES (BMPS) FOR STORMWATER POLLUTION PREVENTION

THIS PROJECT WILL ADD CONCRETE WALLS WITH METAL RAILINGS AT THE END OF THE EXISTING BOX CULVERTS. THE REPAIRS / REHABILITATION WORK INCLUDES: MILL AND OVERLAY ASPHALT SURFACE; PATCHING, COATING AND SEALING OF CONCRETE ELEMENTS; REPAIR AND PAINTING OF STEEL RAILING; RECONSTRUCTION OF A SIDEWALK RAMP; CLEAN AND UNPLUG DRAINS; AND SLOPE STABILIZATION AT THE WEST ABUTMENT OF THE MISSISSIPPI AVENUE BRIDGE.

ALL BMPS SHOWN IN THE PLAN, AS WELL AS REQUIRED BMPS DURING CONSTRUCTION SHALL CONFORM TO UDFCD'S URBAN STORM DRAINAGE CRITERIA MANUAL (USDCM) VOLUME 3-BEST MANAGEMENT PRACTICES GUIDANCE AND DETAILS.

## C. OFFSITE DRAINAGE (RUN ON WATER)

1. PLACE BMPS TO ADDRESS RUN-ON WATER IN ACCORDANCE WITH SECTION 208.

## D. CONSTRUCTION DEWATERING:

1. OBTAIN A DEWATERING PERMIT FROM CDPHE IF CONDITIONS OF THEIR LOW RISK GUIDANCE FOR DISCHARGES OF UNCONTAMINATED GROUNDWATER TO LAND ARE NOT MET; SEE SUBSECTION 107.25(B) 8.

#### E. PERIMETER CONTROL

- 1. PERIMETER CONTROL SHALL BE ESTABLISHED AS THE FIRST ITEM ON THE SWMP TO PREVENT THE POTENTIAL FOR POLLUTANTS LEAVING THE CONSTRUCTION SITE BOUNDARIES, ENTERING THE STORMWATER DRAINAGE SYSTEM, OR DISCHARGING TO STATE WATERS.
- 2. PERIMETER CONTROL MAY CONSIST OF VEGETATION BUFFERS, BERMS, SILT FENCE, EROSION LOGS, EXISTING LANDFORMS, INLET PROTECTION, TEMPORARY DIVERSION METHODS, OR OTHER BMPS AS APPROVED.
- 3. PERIMETER CONTROL SHALL BE IN ACCORDANCE WITH SECTION 208.

## 2. DURING CONSTRUCTION

THE SWMP SHOULD BE CONSIDERED A "LIVING DOCUMENT" THAT IS CONTINUOUSLY REVIEWED AND MODIFIED. DURING CONSTRUCTION, THE FOLLOWING ITEMS SHALL BE ADDED, UPDATED, OR AMENDED AS NEEDED BY THE CONTRACTOR IN ACCORDANCE WITH SECTION 208

- A. <u>MATERIALS HANDLING AND SPILL PREVENTION</u> PRIOR TO CONSTRUCTION COMMENCING THE CONTRACTOR SHALL SUBMIT A SPILL PREVENTION, CONTROL AND COUNTERMEASURE PLAN, SEE SECTION 208. MATERIALS HANDLING SHALL BE IN ACCORDANCE WITH SECTION 208.
- B. STOCKPILE MANAGEMENT SHALL BE DONE IN ACCORDANCE WITH SUBSECTION 107.25 AND 208.
- C. CONCRETE WASHOUT CONCRETE WASH OUT WATER OR WASTE FROM FIELD LABORATORIES AND PAVING EQUIPMENT SHALL BE CONTAINED IN ACCORDANCE WITH SECTION 208.
- D. SAW CUTTING SHALL BE DONE IN ACCORDANCE WITH SUBSECTION 107.25, 208
- E. STREET CLEANING - SHALL BE DONE IN ACCORDANCE WITH SECTION 208

# 3. INTERIM AND FINAL STABILIZATION

## A. REMOVAL OF ACCUMULATED SEDIMENT AND BMP REMOVAL

INCLUDES ITEMS LIKE INLET PROTECTION, ROCK SOCKS, SILT FENCE, SEDIMENT CONTROL LOGS, VEHICLE TRACKING CONTROL, CONCRETE WASHOUT AREA AND OTHER ITEMS INSTALLED DURING CONSTRUCTION.

## B. <u>SEEDING PLAN</u>

SOD WILL BE REQUIRED FOR AN ESTIMATED 900 SQUARE FEET OF DISTURBED AREA WITHIN THE PROJECT LIMITS. THE SOD SHALL BE A KENTUCKY BLUEGRASS BLEND APPROVED BY DENVER PARKS.

## 4. TABULATION OF EROSION CONTROL QUANTITIES

FOR INFORMATION ONLY:

PAY ITEM	DESCRIPTION	PAY UNIT	*53RD AVE. AT EAGLE ST.	*53RD AVE. AT ALTURA ST.	*53RD AVE. AT GRANBY ST.	
208-00002	EROSION LOG (12 INCH)	LF	88	88	88	(SCL)
208-00035	AGGREGATE BAG	LF	104	108	104	RS
208-00046	PRE-FABRICATED CONCRETE WASHOUT STRUCTURE	EACH	1	1	1	CWA
208-00050	STORM DRAIN INLET PROTECTION	EACH	2	2	2	
208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HOUR	5	5	5	
208-00105	REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)	HOUR	5	5	5	
208-00106	SWEEPING (SEDIMENT REMOVAL)	HOUR	5	5	5	
208-00205	EROSION CONTROL SUPERVISOR	HOUR	16	16	16	
212-00050	SOD	SF	80	80	80	

*IT IS ANTICIPATED THAT ADDITIONAL BMPS AND BMP QUANTITIES NOT SHOWN ON THE EROSION CONTROL PLANS SHALL BE REQUIRED ON THE PROJECT FOR UNFORESEEN CONDITIONS AND REPLACEMENT OF ITEMS THAT ARE BEYOND THEIR USEFUL SERVICE LIFE, SEE SECTION 208. ITEMS SHOWN ABOVE MAY NOT BE ALL INCLUSIVE.

- A. BMP SEDIMENT REMOVAL AND DISPOSAL SHALL BE PAID FOR AS: 208 REMOVAL AND DISPOSAL OF SEDIMENT (EQUIPMENT)
  AND 208 REMOVAL AND DISPOSAL OF SEDIMENT (LABOR). ALL OTHER BMP MAINTENANCE IS INCLUDED IN THE BMP
  DEVICE.
- B. MAINTENANCE OF SODDED AREAS SHALL BE INCLUDED IN THE COST OF THE WORK.

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# CWA-1. CONCRETE WASHOUT AREA

SECTION A

CONTROL (SEE VIC -DETAIL )

CWA INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
-- CWA INSTALLATION LOCATION.

2. DO NOT LOCATE AN UNLINED CWA WITHIN 40C' OF ANY NATURAL DRAINAGE PATHWAY OR WATERBODY DO NOT LOCATE WITHIN 1,000' OF ANY WELLS OR DRINKING WATER SOURCES. IF SITE CONSTRAINTS MAKE THIS INFEASIBLE, OR IF HIGHLY PERMEABLE SOILS EXIST ON SITE, THE CWA MUST BE INSTALLED WITH AN IMPERVIEABLE LINER (16 MIL MIN. THICKNESS) OR SURFACE STORAGE ALTERNATIVES USING PREFABRICATED CONCRETE WASHOUT DEVICES OR A LINED ABOVE GROUND STORAGE ARE SHOULD BE USED

J. THE CWA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.

4 CWA SHALL INCLUDE A FLAT SUBSURFACE PIT THAT IS AT LEAST B' BY B' SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 3:1 OR FLATTER. THE PIT SHALL BE AT LEAST 3' DEEP.

5. BERM SURROUNDING SIDES AND BACK OF THE CWA SHALL HAVE MINIMUM HEIGHT OF 1'.

6. VEHICLE TRACKING PAD SHALL BE SLOPED 2% TOWARDS THE CWA.

7. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CWA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CWA TO OPERATORS OF CONCRETE TRUCKS AND PUNP RIGS.

8. USE EXCAVATED MATERIAL FOR PERIMETER BERM CONSTRUCTION.

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# MM-1

# Concrete Washout Area (CWA)

CWA MAINTENANCE NOTES

1. INSPECT BMPS AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION.
WAINTENANCE OF BMPS SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPS AS SOON AS
TOOSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE FROSION, AND PERFORM NECESSARY MAINTENANCE

- 2. FREQUENT DBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY
- 3. WHERE BMPs HAVE FALLED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON-DISCOVERY OF THE FAILURE.
- 4. THE CWA SHALL BE REPAIRED, CLEANED, OR ENLARGED AS NECESSARY TO MANTAIN CAPACITY FOR CONCRETE WASTE. CONCRETE WATERIALS, ACCUMULATED IN PIT, SHALL BE REMOVED ONCE THE MATERIALS HAVE REACHED A DEPTH OF 2".
- 5, CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE AND ALL OTHER DEBRIS N THE SUBSURFACE PIT SHALL BE TRANSPORTED FROM THE JOB SITE IN A WATER-TIGHT CONTAINER AND DISPOSED OF PROPERLY.
- 6. THE CWA SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.
- 7 WHEN THE CWA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL SEED AND MULCH OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

(DETAIL ADAPTED FROM DOUGLAS COUNTY, COLORADO AND THE CITY OF PARKER, COLORADO, NOT AVAILABLE IN AUTOCAD).

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM LIDEOD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED

CWA4

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Sheet Revisions (R-X)Date Initials Comments



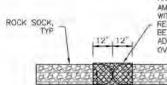
MONTBELLO DITCH RAILING REPLACEMENTS Project No./Code As Constructed **EROSION CONTROL** 2019-PROJMSTR-0000103 No Revisions: **DETAILS** CDT Structure Designer: Revised: PWTRN201845165 CDT Numbers Detailer: Void: 38 Sheet Number ED-1 of 9 Subset: Erosion | Sheets:

SEDIMENT LOADS

RS (MINUS) CRUSHED ROCK ENCLOSED IN WIRE MESH 1½" (NINUS) CRUSHED ROCK ENCLOSED IN WIRE MESH WIRE TIE ENDS 4" TO 6" MAX AT CURBS, OTHERWISE 6"-10" DEPENDING GROUND SURFACE D" ON BEDROCK OR HARD SURFACE, 2

ROCK SOCK SECTION

ROCK SOCK PLAN



ANY GAP AT JOINT SHALL BE FILLED WITH AN ADEQUATE ANT UNIT OF 1%" (MINUS) CRUSHED WITH AN ADCUMATE AMOUNT OF 1%" (MINUS) CRUSHED ROCK AND WRAPPED WITH ADDITIONAL WIRE MESH SECURED TO ENDS OF ROCK REINFORCED SOCK, AS AN ALTERNATIVE TO FILLING JOINTS DETWEEN ADJOINING ROCK SOCKS WITH CRUSHED ROCK AND ADDITIONAL WIRE WRAPPING, ROCK SOCKS CAN BE OVERLAPPED (TYPICALLY 12-INCH DVERLAP) TO AVOID GAPS.

ROCK SOCK JOINTING

GRADATION TABLE MASS PERCENT PASSING SQUARE MESH SIEVES SIEVE SIZE NO. 4 100 90 20 100 55 15 172" MATCHES SPECIFICATIONS FOR NO. 4 COARSE AGGREGATE FOR CONCRETE PER AASHTO M43 ALL ROCK SHALL BE FRACTURED FACE, AL. SIDES.

POCK SOCK INSTALLATION NOTES

1. SEE PLAN VIEW FOR -LOCATION(S) OF ROCK SOCKS

- 2. CRUSHED ROCK SHALL BE 15" (MINUS) IN SIZE WITH A FRACTURED FACE (ALL SIDES) AND SHALL COMPLY WITH GRACATION SHOWN ON THIS SHEFT (U)" MINUS)
- 3. WIRE MESH SHALL BE FABRICATED OF 10 GAGE POULTRY MESH, OR EQUIVALENT, WITH A MAXIMUM OPENING OF 3," RECOMMENDED MINIMUM ROLL WIDTH OF 48
- 4. WIRE MESH SHALL BE SECURED USING "HOG RINGS" OR WIRE TIES AT 6" CENTERS ALONG ALL JOINTS AND AT 2" CENTERS ON ENDS OF SOCKS.
- 5. SOME MUNICIPALITIES MAY ALLOW THE USE OF FILTER FABRIC AS AN ALTERNATIVE TO WIRE MESH FOR THE ROCK ENCLOSURE

RS-1. ROCK SOCK PERIMETER CONTROL

RS-2

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Rock Sock (RS)

- ROCK SOCK MAINTENANCE NOTES

  EVERY 7 DAYS
  AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPS SHOULD BE PROACTIVE, NOT REACTIVE, INSPECT BMPS AS SIDN AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE FROSION, AND PERFORN NECESSARY MAINTENANCE
- 2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMP\$ IN EFFECTIVE OPERATING CONDITION INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY
- 3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- 4. ROCK SOCKS SHALL BE REPLACED IF THEY BECOME HEAVILY SOILED, OR DAMAGED
- 5. SEDIMENT ACCUMULATED UPSTREAM OF ROCK SOCKS SHALL BE REMOVED AS NEEDED TO MAINTAIN FUNCTIONALTY OF THE BMP, TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY & OF THE HEIGHT OF THE ROCK SOCK.
- 6. ROCK SOCKS ARE TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.
- WHEN ROCK SOCKS ARE REMOVED, ALL DISTURBED AREAS SHALL BE COVERED WITH TOPSOL, SEEDED AND MULCHED OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.

(DETAIL ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)

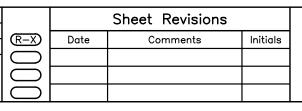
NOTE: MANY JURISDICTIONS HAVE BMF DETAILS THAT VARY FROM LIDEOD STANDARD DETAILS, CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN

NOTE: THE CETAILS INCLUCED WITH THIS FACT SHEET SHOW COMMONLY USED, CONVENTIONAL METHODS OF ROCK SOCK INSTALLATION IN THE DERVER METROPOLITAN AREA. THERE ARE MANY OTHER SIMILAR PROPRIETARY PRODUCTS ON THE MARKET. LIDEON METHER NOORSES NOR DISCOURAGES USE OF PROPRIETARY PROTECTION PRODUCTS; HOWEVER, IN THE EVENT PROPRIETARY METHODS ARE USED, THE APPROPRIATE DETAIL FROM THE MANUFACTURER MUST BE INCLUDED IN THE SWMP AND THE BMP MUST BE INSTALLED AND MAINTAINED AS SHOWN IN THE MANUFACTURER'S DETAILS.

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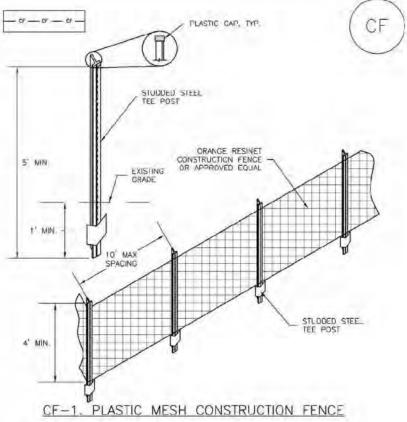
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SM-3



CONSTRUCTION FENCE INSTALLATION NOTES

- 1. SEE PLAN VIEW FOR:
  -LOCATION OF CONSTRUCTION FENCE.
- 2. CONSTRUCTION FENCE SHOWN SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
- 3. CONSTRUCTION FENCE SHALL BE COMPOSED OF ORANGE, CONTRACTOR-GRADE MATERIAL THAT IS AT LEAST 4" HIGH, METAL POS'S SHOULD HAVE A PLASTIC CAP FOR SAFETY.
- 4 STUDDED STEEL TEE POSTS SHALL BE UTILIZED TO SUPPORT THE CONSTRUCTION FENCE MAXIMUM SPACING FOR STEEL TEE POSTS SHALL BE 10'.
- 5. CONSTRUCTION FENCE SHALL BE SECURELY FASTENED TO THE TOP, MIDDLE, AND BOTTOM OF EACH POST.

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#### CONSTRUCTION FENCE MAINTENANCE NOTES

Construction Fence (CF)

- 1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE, INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE FROSION, AND PERFORM NECESSARY MAINTENANCE
- 2, FREDUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY
- 3. WHERE  $\mbox{BMPs}$  HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- 4. CONSTRUCTION FENCE SHALL BE REPAIRED OR REPLACED WHEN THERE ARE SIGNS OF DAMAGE SUCH AS RIPS OR SAGS. CONSTRUCTION FENCE IS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.
- 5. WHEN CONSTRUCTION FENCES ARE REMOVED, ALL DISTURBED AREAS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, AND/OR REMOVAL OF THE FENCE SHALL BE COVERED WITH TOPSOL, SEEDED AND MULCHED, OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.

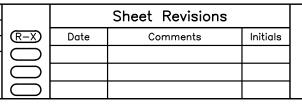
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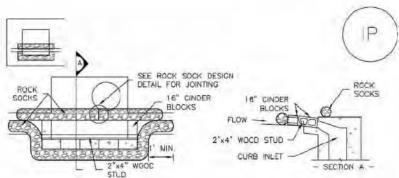
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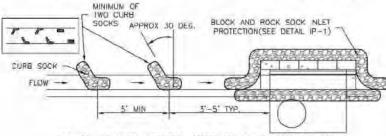
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## IP-1. BLOCK AND ROCK SOCK SUMP OR ON GRADE INLET PROTECTION

BLOCK AND CURB SOCK INLET PROTECTION INSTALLATION NOTES

- T SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.
- 2. CONCRETE "CINDER" BLOCKS SHALL BE LAID ON THEIR SIDES AROUND THE INLET IN A SINGLE ROW, ABUTTING ONE ANOTHER WITH THE OPEN END FACING AWAY FROM THE CURB.
- 3. GRAVEL BAGS SHALL BE PLACED AROUND CONCRETE BLOCKS, CLOSELY ABLITTING ONE ANOTHER AND JOINTED TOGETHER IN ACCORDANCE WITH ROCK SOCK DESIGN DETAIL.

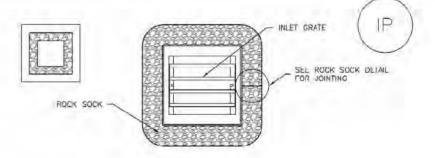


## IP-2. CURB ROCK SOCKS UPSTREAM OF INLET PROTECTION

CURB ROCK SOCK INLET PROTECTION INSTALLATION NOTES

- I SEE ROCK SOCK DESIGN DETAIL INSTALLATION REQUIREMENTS.
- 2, PLACEMENT OF THE SOCK SHALL BE APPROXIMATELY 30 DEGREES FROM PERPENDICULAR IN THE OPPOSITE DIRECTION OF FLOW,
- 3. SOCKS ARE TO BE FLUSH WITH THE CURB AND SPACED A MINIMUM OF 5 FEET APART.
- 4. AT LEAS TWO CURB SOCKS IN SERIES ARE REQUIRED UPSTREAM OF ON-GRADE INLETS.

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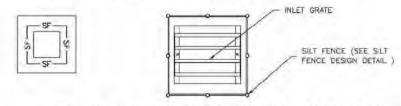


### IP-3. ROCK SOCK SUMP/AREA INLET PROTECTION

ROCK SOCK SUMP/AREA INLET PROTECTION INSTALLATION NOTES

1. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.

2. STRAW WATTLES/SEDIMENT CONTROL LOGS MAY BE USED IN PLACE OF ROCK SOCKS FOR INLETS IN PERVIOUS AREAS. INSTALL PER SEDIMENT CONTROL LOG DETAIL.



## IP-4. SILT FENCE FOR SUMP INLET PROTECTION

SILT FENCE INLET PROTECTION INSTALLATION NOTES

- 1. SEE SILT FENCE DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.
- 2. POSTS SHALL BE PLACED AT EACH CORNER OF THE INLET AND AROUND THE EDGES AT A MAXIMUM SPACING OF 3 FEET.
- 3, STRAW WATTLES/SEDIMENT CONTROL LOGS MAY BE USED IN PLACE OF SILT FENCE FOR INLE'S IN PERVIOUS AREAS. INSTALL PER SEDIMENT CONTROL LOG DETAIL.

November 2010

Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 IP-5

IP-4

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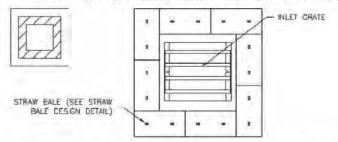
## IP-5. OVEREXCAVATION INLET PROTECTION

OVEREXCAVATION INLET PROTECTION INSTALLATION NOTES

1. THIS FORM OF INLET PROTECTION IS PRIMARILY APPLICABLE FOR SITES THAT HAVE NOT YET REACHED FINAL GRADE AND SHOULD BE USED ONLY FOR INLETS WITH A RELATIVELY SMALL CONTRIBUTING DRAINAGE AREA

2. WHEN USING FOR CONCENTRATED FLOWS, SHAPE BASIN IN 2:1 RATIO WITH LENGTH ORIENTED TOWARDS DIRECTION OF FLOW.

3. SEDIMENT MUST BE PERIODICALLY REMOVED FROM THE OVEREXCAVATED AREA.



#### IP-6. STRAW BALE FOR SUMP INLET PROTECTION

#### STRAW BALE BARRIER INLET PROTECTION INSTALLATION NOTES

1. SEE STRAW BALE DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.

2. BALES SHALL BE PLACED IN A SINGLE ROW AROUND THE INLET WITH ENDS OF BALES TIGHTLY ABUTTING ONE ANOTHER.

IP-6

Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

#### CENERAL INLET PROTECTION INSTALLATION NOTES

Inlet Protection (IP)

- 1. SEE PLAN VEW FOR: -LOCATION OF INLET PROTECTION,
  -TYPE OF INLET PROTECTION (IF.1, IP.2, IP.3, IP.4, IP.5, IP.6)
- 2. INLET PROTECTION SHALL BE INSTALLED PROMPTLY AFTER INLET CONSTRUCTION OR PAVING IS COMPLETE ("YPICALLY WITHIN 48 HOURS), IF A RAINFALL/RUNOFF EVENT IS FORECAST, INSTALL INLET PROTECTION PRIOR TO ONSET OF EVENT.
- 3. MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

#### INLET PROTECTION MAINTENANCE NOTES

- I, INSPECT BMPS SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPS AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
- 2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BYPS IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- 3. WHERE BMP3 HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE
- 4. SEDIMENT ACCUMULATED UPSTREAM OF INLET PROTECTION SHALL BE REMOVED AS NECESSARY TO MAINTAIN BMP EFFECTIVENESS, TYPICALLY WHEN STORAGE VOLUME REACHES 50% OF CAPACITY, A DEPTH OF 6" WHEN SILT FENCE IS USED, OR K OF THE HEIGHT FOR
- 5. INLET PROTECTION IS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS PERMANENTLY STABILIZED, UNLESS THE LOCAL JURISDICTION APPROVES EARLIER REMOVAL OF INLET PROTECTION IN STREETS.
- 6, WHEN INLET PROTECTION AT AREA INLETS IS REMOVED, THE DISTURBED AREA SHALL BE COVERED WITH TOP SOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

(DETAIL ADAPTED FROM TOWN OF PARKER COLORADO AND CTY OF AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

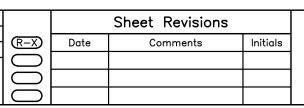
NOTE: THE DETAILS INCLUDED WITH THIS FACT SHEET SHOW COMMONLY USED, CONVENTIONAL METHODS OF INLET PROTECTION IN THE DENVER METROPOLITAIN AREA. THERE ARE MANY PROPRIETARY INLET PROTECTION METHODS ON THE MARKET, UDFOD NEITHER ENDORSES NOR DISCOURAGES USE OF PROPRIETARY INLET PROTECTION; HOWEVER, IN THE EVENT PROPRIETARY METHODS ARE USED, THE APPROPRIATE DETAIL FROM THE MANUFACTURER MUST BE INCLUDED IN THE SWMP AND THE BMP MUST BE INSTALED AND MAINTAINED AS SHOWN IN THE MANUFACTURER'S DETAILS.

NOTE; SOME MUNICIPALITIES DISCOURAGE OR PROHIBIT THE USE OF STRAW BALES FOR INLET PROTECTION, CHECK WITH LOCAL JURISDICTION TO DETERMINE IF STRAW BALE INLET PROTECTION IS ACCEPTABLE.

November 2010

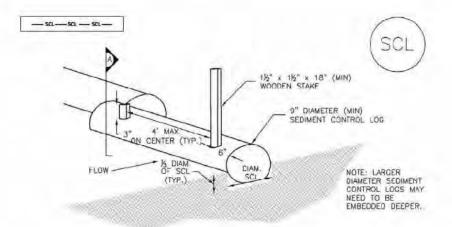
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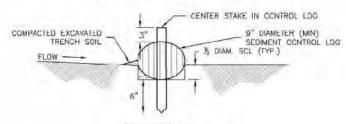




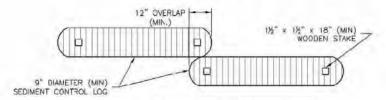
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## SEDIMENT CONTROL LOG



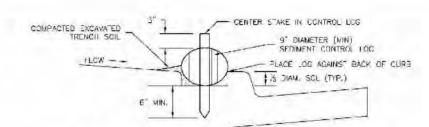
SECTION A



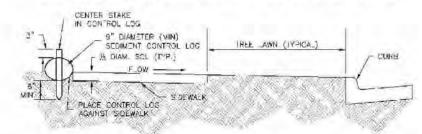
SEDIMENT CONTROL LOG JOINTS

SCL-1. SEDIMENT CONTROL LOG

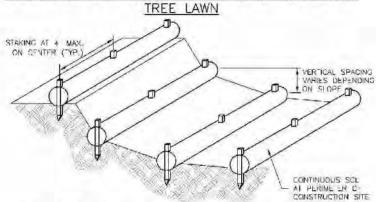
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## SCL-2. SEDIMENT CONTROL LOG AT BACK OF CURB



## SCL-3, SEDIMENT CONTROL LOG AT SIDEWALK WITH



SCL-4. SEDIMENT CONTROL LOGS TO CONTROL SLOPE LENGTH

SCL-4 Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3

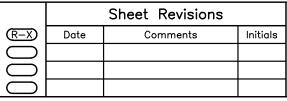
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SCL-3

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## Sediment Control Log (SCL)

SC-2

## SM-4

NOTE: WASH WATER MAY NOT CONTAIN CHEMICALS OR SOAPS WITHOUT OBTAINING

A SEPARATE PERMIT

REINFORCED CONCRETE RACK

(MAY SLBSTITUTE STEEL CATTLE -

GUARD FOR CONCRETE RACK)

WASH RACK

## **Vehicle Tracking Control (VTC)**

DITCH TO CAPRY WASH WATER TO SEDIMENT TRAP

- DRAIN SPACE

SECTION A

VTC-2. AGGREGATE VEHICLE TRACKING CONTROL WITH WASH RACK

SEDIMENT CONTROL LOC INSTALLATION NOTES

- 1. SEE PLAN VIEW FOR LOCATION AND LENGTH OF SEDIMENT CONTROL LOGS.
- 2. SEDIMENT CONTROL LOGS THAT ACT AS A PERIMETER CONTROL SHALL BE INSTALLED PRIOR TO ANY UPGRADIENT LAND-DISTURBING ACTIVITIES.
- 3 SEDIMENT CONTROL LOGS SHALL CONSIST OF STRAW, COMPOST, EXCELSIOR OR COCONUT FISER, AND SHALL BE FREE OF ANY NOXIOUS WEED SEEDS OR DEFECTS INCLUDING RIPS, HOLES AND OBVIOUS WEAR.
- 4. SEDIMENT CONTROL LOGS MAY BE USED AS SMALL CHECK DAMS IN DITCHES AND SWALES HOWEVER, THEY SHOULD NOT BE USED IN PERENNIAL STREAMS OR HIGH VELOCITY DRAINAGE.
- 5. IT IS RECOMMENDED HAT SECIMENT CONTROL LOGS BE TRENCHED INTO THE GROUND TO A DEPTH OF APPROXIMATELY & OF THE DIAMETER OF THE LOG. IF TRENCHING TO THIS DEPTH IS NOT FEASIBLE AND/OR DESIRABLE (SHORT TERM INSTALLATION WITH DESIRE NOT TO DAMAGE LANDSCAPE) A LESSER TRENCHING DEPTH MAY BE ACCEPTABLE WITH MORE ROBUST
- 6. THE UPHILL SIDE OF THE SEDMENT CONTROL LOC SHALL BE BACKFILLED WITH SOIL THAT IS FREE OF ROCKS AND DEBRIS. THE SOIL SHALL BE TIGHTLY COMPACTED INTO THE SHAPE OF A RIGHT TRIANGLE USING A SHOVEL OR WEIGHTED LAWN ROLLER.
- 7. FOLLOW MANUFACTURERS' GUIDANCE FOR STAKING, IF MANUFACTURERS INSTRUCTIONS DO NOT SPECIFY SPACING, STAKES SHALL BE PLACED ON 4' CENTERS AND EMBEDDED A MINIMUM OF 6" INTO THE GROUND. 3" OF THE STAKE SHALL PROTRUDE FROM THE TOP OF THE LOG. STAKES THAT ARE BROKEN PRIOR TO INSTALLATION SHALL BE REFLACED.

- SEDIMENT CONTROL LOG MAINTENANCE NOTES

  1. INSPECT BMPS
  MAINTENANCE OF BMPS SHOULD BE PROACTIVE, NOT REACTIVE INSPECT BMPS AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE
- 2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION, INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- 3, WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON
- 4. SEDIMENT ACCUMULATED UPSTREAM OF SEDIMENT CONTROL LOG SHALL BE RENOVED AS NEEDED TO MAINTAIN FUNCTIONALITY OF THE BNP, TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY & OF THE HEIGHT OF THE SEDIMENT CONTROL LOG.
- 5. SEDIMENT CONTROL LOG SHALL BE REMOVED AT THE END OF CONSTRUCTION, IF DISTURBED AREAS EXIST AFTER REMOVAL, THEY SHALL BE COVERED WITH TCP SOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL

(DETAILS ADAPTED FROM TOWN OF PARKER, COLORADO, JEFFERSON COUNTY, COLCRADO, DOUGLAS COUNTY, COLORADO, AND CITY OF AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCO STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

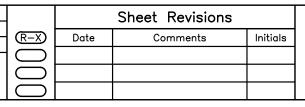
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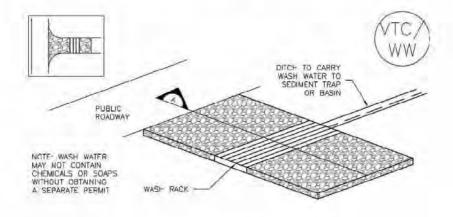


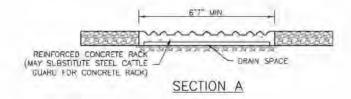


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SCL-5

VTC-4





VTC-2. AGGREGATE VEHICLE TRACKING CONTROL WITH WASH RACK

SIDEWALK OR OTHER
PAVED SURFACE

SIDEWALK OR OTHER
PAVED SURFACE

SO FOOT (MIN.)

UNLESS OTHERWISE SPECIFIED
EY LOCAL JURISDICTION, USE
COOT SECT. #703, AASHTO #3
COARSE AGGREGATE OR 6*
MINUS ROCK

NON-WOVEN GEDIEXTILE FABRIC
DETWEEN SOIL AND ROCK

UNLESS OTHERWISE SPECIFIED BY LOCAL
JURISDICTION, USE CDOT SECT. #703, AASHTO

OR BELOW TOP OF PAVEMENT

#3 COARSE AGGREGATE
OR 6" MINUS ROCK

9" (MIN.)

NON-WOVEN GEOTEXTILE
FABRIC

SECTION A

VTC-1. AGGREGATE VEHICLE TRACKING CONTROL

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VTC-4

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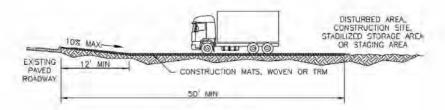
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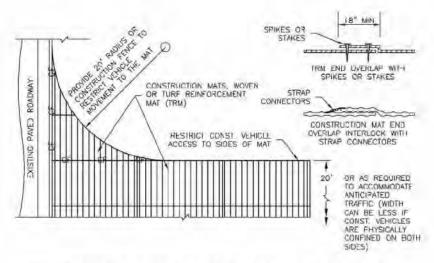
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VTC-3. VEHICLE TRACKING CONTROL W/ CONSTRUCTION MAT OR TURF REINFORCEMENT MAT (TRM)

November 2010

Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 VTC-5

STABILIZED CONSTRUCTION ENTRANCE/EXIT INSTALLATION NOTES

- 1. SEE PLAN VIEW FOR -LOCATION OF CONSTRUCTION ENTRANCE(S)/EXIT(S). -TYPE OF CONSTRUCTION ENTRANCE(S)/EXITS(S) (WITH/WITHOUT WHEEL WASH, CONSTRUCTION MAT OR TRM).
- 2. CONSTRUCTION MAT OR TRM STABILIZED CONSTRUCTION ENTRANCES ARE ONLY TO BE JSED ON SHORT DURATION PROJECTS (TYPICALLY RANGING FROM A WEEK TO A MONTH) WHERE THERE WILL BE LIMITED VEHICULAR ACCESS.
- 3, A STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE LOCATED AT ALL ACCESS POINTS WHERE VEHICLES ACCESS THE CONSTRUCTION SITE FROM PAVED RIGHT-CF-WAYS.
- 4. STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE INSTALLED PRIOR TO ANY LAND
- 5. A NON-WOVEN GEOTEXTILE FABRIC SHALL BE PLACED UNDER THE STABILIZED CONSTRUCTION ENTRANCE/EXIT PRIOR TO THE PLACEMENT OF ROCK
- 5. UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, ROCK SHALL CONSIST OF DOT SECT. #703, AASHTO #3 COARSE AGGREGATE OR  $6^{\circ}$  (MINUS) ROCK.

STABILIZED CONSTRUCTION ENTRANCE/EXIT MAINTENANCE NOTES

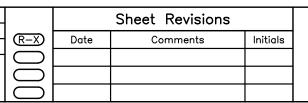
- I INSPECT BMPS SHOULD BE PROACTIVE, NOT REACTIVE INSPECT BMPS AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE
- 2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION, INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE
- 3. WHERE BMPs HAVE FALED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
- 4. ROCK SHALL BE REAPPLIED OR REGRADED AS NECESSARY TO THE STABILIZED ENTRANCE/EXIT TO MAINTAIN A CONSISTENT DEPTH
- 5. SEDIMENT TRACKED ONTO PAVED ROADS IS TO BE REMOVED THROUGHOUT THE DAY AND AT THE END OF THE DAY BY SHOVELING OR SWEEPING, SEDIMENT MAY NOT BE WASHED DOWN STORM SEWER CRAINS.
- NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

(DETAILS ACAPTED FROM CITY OF BROOMFIELD, COLORADO, NOT AVAILABLE IN AUTOCAD)

VTC-6

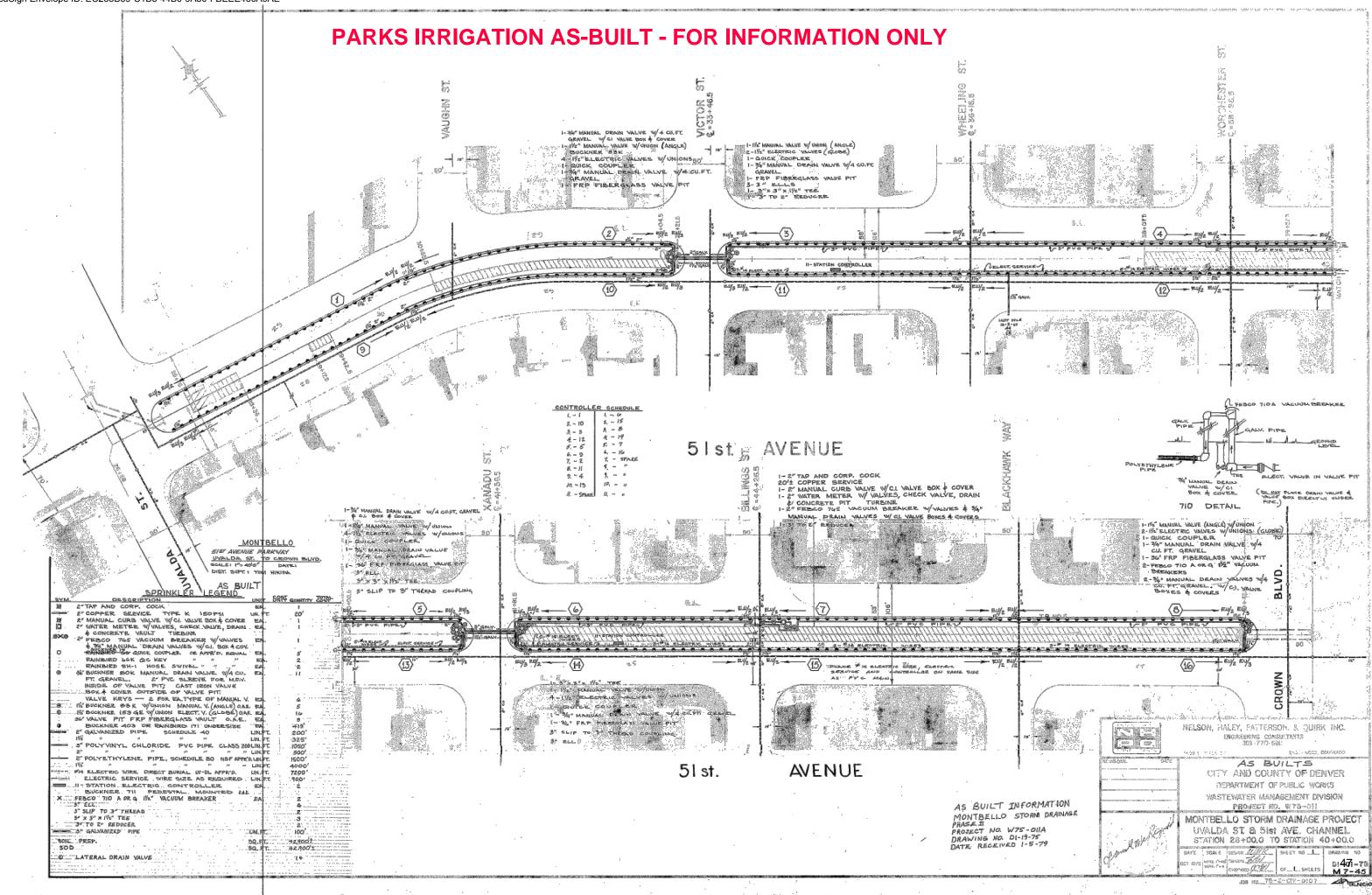
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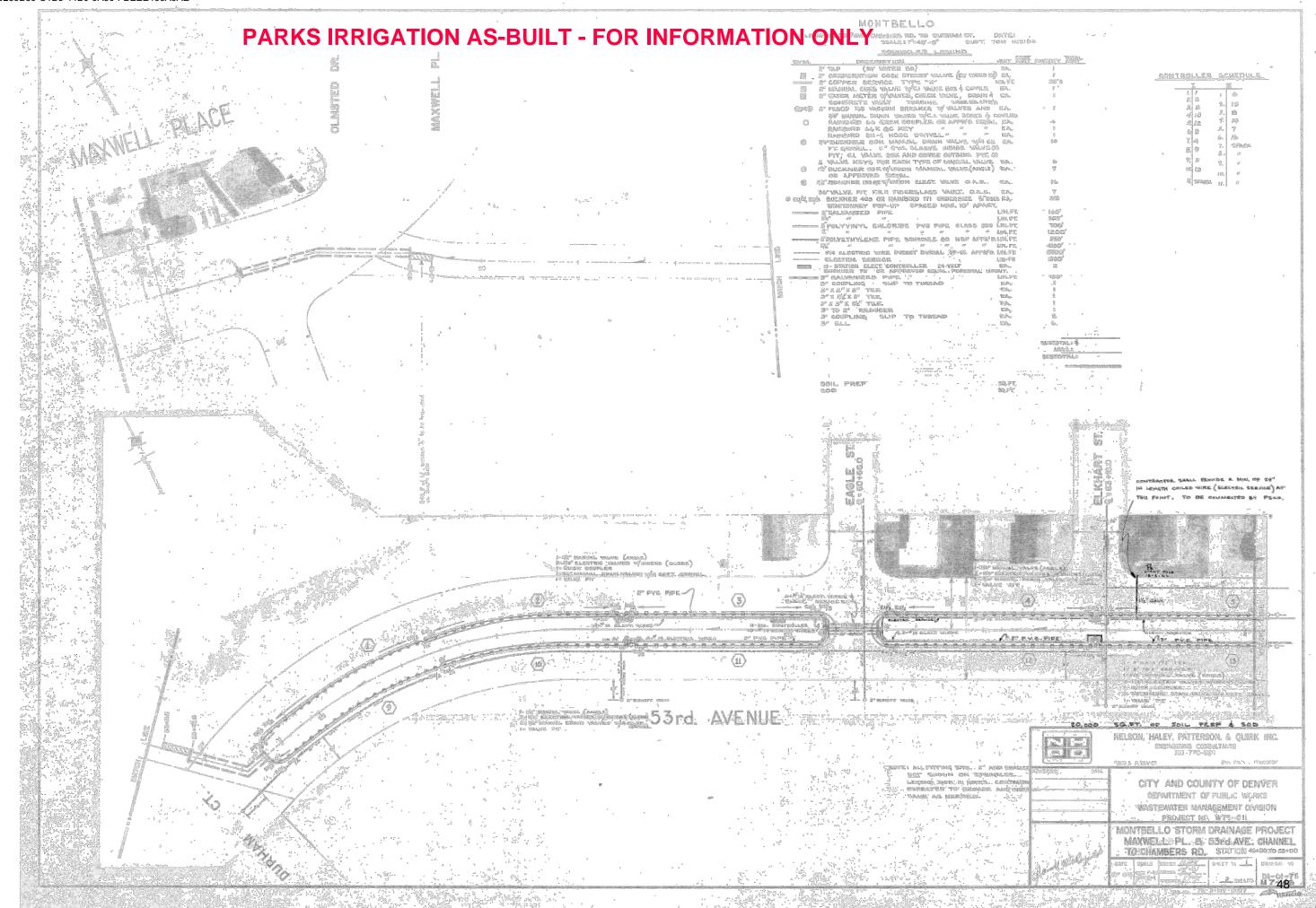
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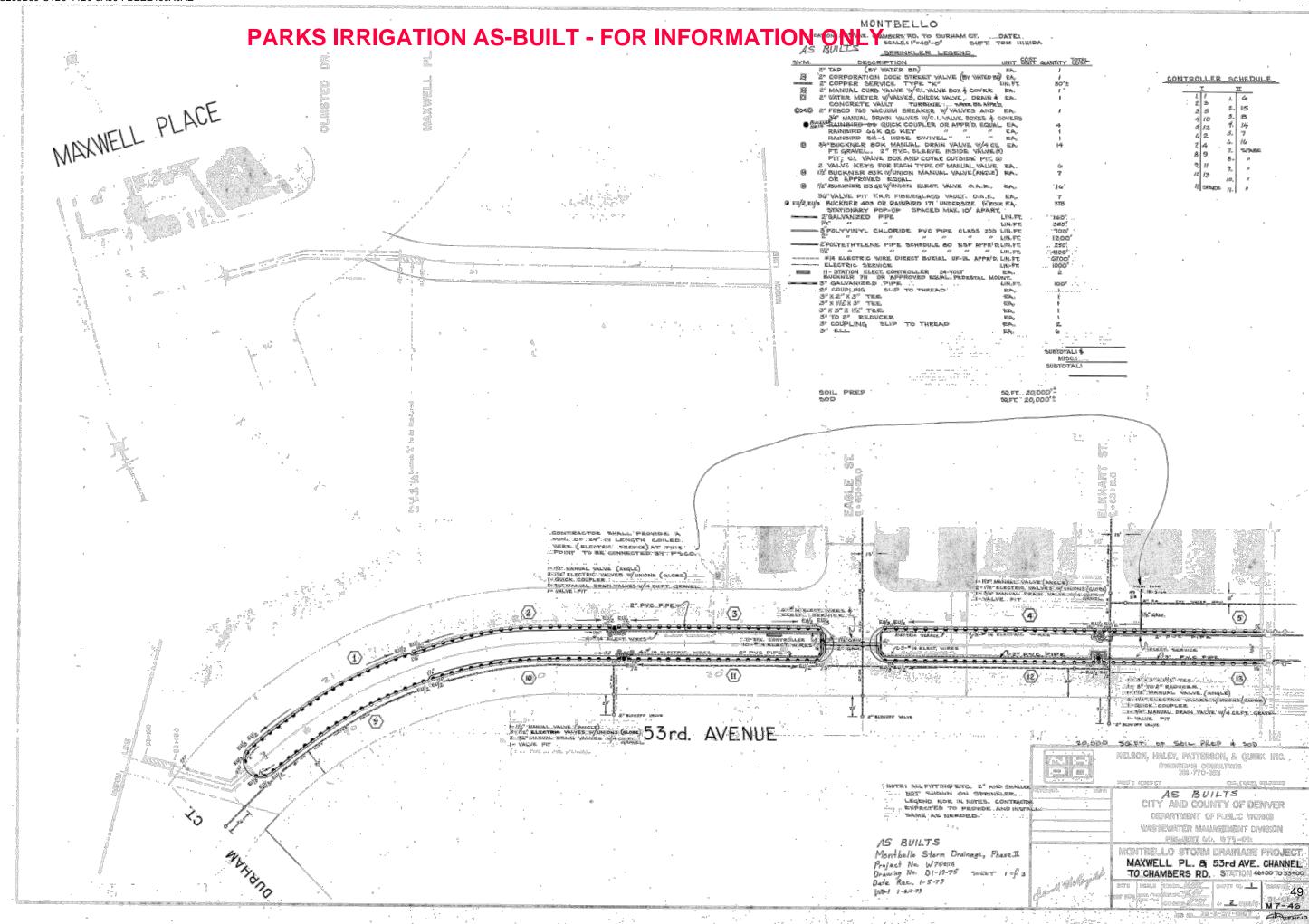


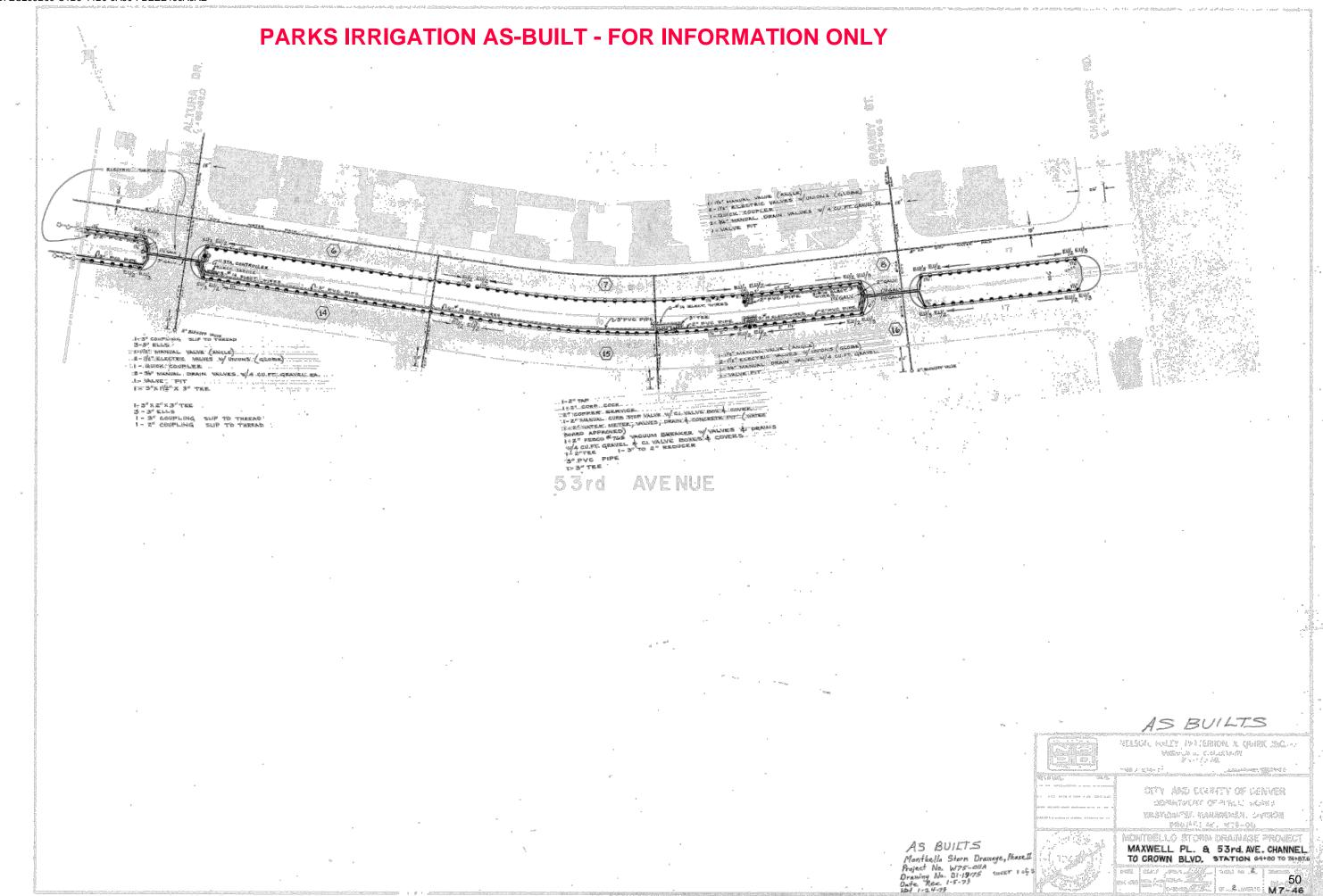


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# CITY AND COUNTY OF DENVER STATE OF COLORADO



## DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

**Utilities Clearance Record Form** 

Contract Number: 202053704

Montbello Railings Phase 3 February 24, 2020

ocuSign En	velope ID: EC235B39-C1B3-44B0-9A50-FBEEE466A9	AE				
CAPITAL P	PROJECT UTILITIES CLEARANCE RECORD					
	ame: Montbello Railings Phase 3			Contract No:		
Project Lo	ocation: 53rd Ave & Eagle St, Altura St, Granby St	. 51st Ave & Victor St	& Xanadu	AD date:		
Project Ma	anager: Mike Lopez	,		Est. NTP:		
Supervisin	ng Engineer:			Const. date:		
- All utilit - Note to	cked <a>Yes/No utilities indicated in Part-B have ty clearance action requirements indicated in Papers Project Manager: If activity is applicable, show</a>	art-C will be obtained completed date and	before project a initial. If not co	dvertisement. mpleted, show d	ate conflict wa	95
- All utilit - Note to acknow	cked Yes/No utilities indicated in Part-B have ty clearance action requirements indicated in Paper Project Manager: If activity is applicable, show redge by Utility Owner. Any impact resulting in the street services in the	art-C will be obtained completed date and	before project a initial. If not co	dvertisement. mpleted, show d	ate conflict wa	95
2- All utilit 3- Note to acknow 3. Utilitie	ty clearance action requirements indicated in Pa o Project Manager: If activity is applicable, show viedge by Utility Owner. Any impact resulting in es involvement	art-C will be obtained completed date and	before project a initial. If not co	dvertisement. mpleted, show d	ate conflict wa be approved	95
- All utilities - Note to acknow  3. Utilities - No	ty clearance action requirements indicated in Pa o Project Manager: If activity is applicable, show yledge by Utility Owner. Any impact resulting in as Involvement  Utilities Involved	art-C will be obtained completed date and a change to the plans	before project a initial. If not co after the date o	dvertisement. mpleted, show d f signature must	ate conflict wa be approved	as by PWERA.
- All utilities - Note to acknow  B. Utilities 'es No	ty clearance action requirements indicated in Pactor Project Manager: If activity is applicable, show redge by Utility Owner. Any impact resulting in the Institute Involvement  Utilities Involved  360 Network	art-C will be obtained completed date and a change to the plans Utilities	before project a initial. If not co after the date o	dvertisement. mpleted, show d if signature must Utility	ate conflict wa be approved Clearance	as by PWERA.
- All utilities - Note to acknow  3. Utilities  'es No	ty clearance action requirements indicated in Pactor Project Manager: If activity is applicable, show redge by Utility Owner. Any impact resulting in Its Involvement  Utilities Involved  360 Network Above Net Communications	ort-C will be obtained or completed date and a change to the plans  Utilities Reviewed	before project a initial. If not co after the date o	dvertisement. mpleted, show d if signature must Utility	ate conflict wa be approved Clearance	as by PWERA.
3- Note to acknow  3. Utilitie:  /es No	ty clearance action requirements indicated in Pactor Project Manager: If activity is applicable, show redge by Utility Owner. Any impact resulting in the Institute Involvement  Utilities Involved  360 Network	ort-C will be obtained or completed date and a change to the plans  Utilities Reviewed	before project a initial. If not co after the date o	dvertisement. mpleted, show d if signature must Utility	ate conflict wa be approved Clearance	as by PWERA.

/es	No	Utilities Involved	Utilities	Relocations	Utility	Clearance	Completed
			Reviewed	Requested	Clearance	Date	Initials
	V	360 Network	0		<u> </u>		
	$\overline{\mathbf{x}}$	Above Net Communications					
	~	Adesta Group Communications	Total Control				
	V	AT&T					
	V	Comcast Cable					
	~	Conoco Phillips					
	7	Danella.com					
	Y	Denver Water					- 0
	V	Level 3 Communications					
	V	McLeod USA (Paetec)	e		ii l		
	V	Metro Wastewater			0.459		
	7	Nustar Energy					
	<b>Y</b>	Qwest Communications			i i		
	Y	Rocky Mountain Pipeline	i i				
	4	Sprint (Nextel)					
	7	Time Warner (TW) Telecom	6			<u> </u>	
	~	Verizon (MCI)					
	V	XO Communications	l ii		_i		
	Y	Xcel Energy - Electric, Distribution					
	~	Xcel Energy - Electric, Transmission	i				
	4	Xcel Energy - Gas		Ē	15		
Ĩ	~	Xcel Energy - Steam					
	~	Railroad, Name					
	V	Railroad, Name	2.7				
1	4	Irrigation company, Name			- 17		
377	~	Irrigation company, Name					
		Other, CCD Parks			ii l		
		Other, Name					

## C. Additional Requirements

Yes No	Activity	Utilities Involved	Date	Initials
	Existing utility easements identified?	Name		
	Existing utility easements available?	Name		
	Railroad Agreement?	Name		
	Irrigation company agreement?	Name		

## D. Comments

## E. Project Utility Certification

To the maximum extent practicable prior to the bid advertisement of this project, as a project manager, I am verifying that all the utility conflicts with the indicated above utilities have been coordinated and resolved with the utility owners. All identified mitigations up to this point are included in the final set of plans and specifications for advertisement and construction.

Project Manager Name: __Mike Lopez

CCD-CPM Utilities Clearance Record, Rev 12/17