


Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Master Purchase Order No.		0794A0113		
City & County of Denver		Date:	10/22/2013	Revision No.		
Purchasing Division		Payment Terms	NET 30	Ordinance		
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION			
Denver, CO 80202		Ship Via	Vendor Choice			
United States		Buyer:	Chris Vanderbilt			
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8156			

Vendor: 0000091377 Phone: 303-288-2936 Fax: 303-227-0629

NPL Construction
 DBA: Northern Barricade Co.
 2355 W. Utopia Road
 Phoenix, AZ 85027
 Attn: Don Krieger
 Email: DKrieger@gonpl.com

Ship To: Multiple Denver Locations

 Bill To: Accounts Payable
 201 West Colfax Department 908
 Denver, Colorado
 80202
 or
 As Specified By Agency

1. Goods/Services:

NPL Construction Co, DBA Northern Barricade Co, a company located in Arizona, (“Vendor”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the “City”), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document (“Order”), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Extension or Renewal:

The effective period of this Master Purchase Order shall be from date of City Signature to and including October 31st, 2014. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Master Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than two (2) yearly extensions shall be made to the original Master Purchase Order.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City’s failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor’s expense; or (3) reject and return the goods at Vendor’s cost and/or reject the services at Vendor’s expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor’s name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City’s Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Master Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of Two Million Dollars and Zero Cents (\$2,000,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the Manager of General Services or his delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed 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, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. 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 Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or 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. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor'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 Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage 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. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must 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.

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor’s insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

25. Records and Audits:

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City’s Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. No Employment of Illegal Aliens to Perform Work Under The Agreement:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day

period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

31. Prevailing Wages

This Master Purchase Order shall be subject to the following provisions concerning prevailing wages.

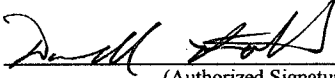
- a. The minimum wages to be paid for every class of labor, mechanics and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages.
- b. The Vendor or his/her subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the vendor or subcontractor and such laborers, mechanics and workers.
- c. The vendor and subcontractors to pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment except that the vendor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
- d. The vendor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the vendor and all subcontractors working under the vendor.
- e. If the vendor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the vendor until the vendor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
- f. The vendor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the vendor or subcontractors.
- g. The copy of the payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract either for the vendor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the vendor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
- h. If any laborer, worker or mechanic employed by the vendor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the vendor, suspend or terminate the vendor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the work to completion by contract or otherwise, and the vendor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

Information as to forms and other requirements concerning prevailing wages may be obtained from the City Auditor's office, Prevailing Wage Section, 201 West Colfax, Denver, CO 80202, telephone 720-913-5009.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Northern Barricade Co.
(Company Name)

City & County of Denver, Purchasing Division

By: 
(Authorized Signature)

By: _____

Print Name: Darrell Roth

Print Name: Chris Vanderbilt

Title: Area Manager

Title: Buyer

Date: 10/24/13

Date: 10/28/2013

EXHIBIT "A"

Vendor: NPL Construction – DBA: Northern Barricade Co. (PRIMARY)

Title: Barricades and Traffic Control Devices & Services

Master Purchase Order No.: 0794A0113

I. Introduction

This master purchase order provides for the rental of various barricades and traffic control devices & services. The vendor listed herein is the primary vendor. All calls for goods and services listed under this master purchase order will be made to the primary vendor first. If the primary vendor cannot provide the goods and service at the time of call, the City will contact the secondary vendor listed on Master Purchase Order 0794A0213. All goods and services provided must be in compliance with all standards set forth by the Manual on Uniform Traffic Control Devices (MUTCD), City standards, and applicable Colorado Department of Transportation (CDOT) standards.

II. Delivery Considerations

All pricing listed herein is inclusive of any miscellaneous fees, delivery charges, fuel surcharges, etc, unless specifically noted in the pricing structure. All prices have been proposed FOB Denver, Colorado delivered and installed at any requested location within City limits.

Delivery expectations have been separated into two subcategories: Planned Events and Emergencies.

Planned event deliveries will be scheduled at least 24 hours in advance. Deliveries for planned events shall be made on the date and time as requested by the agency in writing. Vendor shall allow sufficient time to set up and tear down all items.

Emergency event deliveries will be scheduled less than 24 hours in advance and shall be delivered within a 60 minute time frame after the request has been made. City emergency event requests shall take priority over all other pending service requests the vendor may have in order to ensure devices and services are placed on location within 60 minutes. In addition, all barricades and personnel must be picked up and the site clear within 60 minutes of event completion.

In addition, the City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

III. Order placement

Various agencies may place an order using a City purchase order. Purchase orders may be a "blanket purchase order" type and encumber money for multiple future uses, or a "single order type" for single event expenditures. Regardless of which type of purchase order is issued to the vendor, agencies must always be quoted an estimated material quantity and cost using the pricing structure as indicated in this Master Purchase Order. These quotations must contain at minimum:

1. A quotation number for easy reference by both the City and the Vendor
2. The date that the quotation was requested
3. Who requested the quote/order
4. Estimated placement location of services
5. Estimated duration of services
6. Line item pricing quotation (quantity of items, unit pricing, extended pricing)
7. Purchase order number (if order is placed using a blanket purchase order)
8. Master purchase order number (0794A0113)

IV. Invoicing

Different ordering agencies may have different invoicing requirements and procedures. Vendor shall coordinate their invoicing with a representative from the ordering agency. However, all invoices must include at minimum, the following items:

1. Date and time of order
2. Quotation reference number
3. Date and time of delivery
4. Date and time of pickup
5. Location of rental
6. Name of requestor
7. Computer Aided Dispatch (CAD) call number, if applicable
8. Line item pricing (quantity of items, unit pricing, extended pricing)

V. Record Keeping

Vendor shall be expected to maintain detailed records of the times, dates, requestors, and quantity of items ordered. Quarterly meetings shall occur between the vendor and the City to review such records and adjust practices as needed.

VI. Cooperative Purchasing

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

VII. Laws, Regulations, Taxes, and Permits

The Vendor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

The Vendor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

Without limiting the foregoing, the Vendor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Contract.

VIII. Proposal Items and Descriptions

All device descriptions and standards of products may be found on the OSHA Manual on Uniform Traffic Control Devices (MUTCD) website and on the US Department of Transportation Website.

Item 1: ADA Pedestrian Barricade

7 foot or 10 foot width sections by 4 feet high, interlocking. Must be zip-tied together upon request.

Item 2: Traffic Control Plan

A traffic control plan provided by a Certified Traffic Control Supervisor. Plan shall conform to all CDOT and City standards and is subject to review by appropriate City personnel prior implementation. Plan shall be submitted electronically or on paper per request.

Item 3: 36 Inch Reflective Cones

Item 4: Sign -- Large with or without stand

Greater than 16 SqFt

Item 5: Sign – Medium with or without stand

9 SqFt to 16 SqFt

Item 6: Sign – Small with or without stand

Up to 9 SqFt

Item 7: Barrel/Safety Drum

6 inch weighted traffic barrel with base. Double stripe highly reflective striping.

Item 8: Arrow Board

Trailer mounted, solar powered. Capable of operation without sunlight.

Item 9: Portable Light Tower

Four bulb telescoping tower with 360 degree rotation capability. Generator included.

Item 10: Type 1 Barricade

Item 11: Type 1 Barricade with Sign

Item 12: Type 2 Barricade

Item 13: Type 3 Barricade

Item 14: Type 3 Barricade with Sign

Item 15: Vertical Panel

Item 16: Variable Message Board

Item 17: Orange Plastic Safety Fence

50Ft Roll – Must be zip-tied upon request

Item 18: Highway Plates

Item 19: Impact Attenuator Truck

Item 20: Delivery of Barricades

Includes all delivery fees, and set up.

Item 21: Pick up of Barricades

Item 22: Traffic Control Supervisor

Certified by the American Traffic Safety Services Association. Price includes vehicle used to transport supervisor – even if vehicle used is an arrow board or other specialty vehicle.

Item 23: Traffic Flagger

Certified by the American Traffic Safety Services Association

Item 24: Barricade Setup

Hourly rate per man for setup of barricades excluding concrete barriers.

Item 25: Standby Crew

Hourly rate per man to be on site for standby setup work.

Item 26: Concrete Barrier Setup

Hourly rate per man and appropriate equipment to setup concrete barriers.

Item 27: Metal Fence Setup

Hourly rate per man and appropriate equipment to setup Temporary Metal Fencing

Item 28: Concrete Barrier Type IV 10 Foot Section

Item 29: Concrete Barrier Type VII 10 Foot Section

Item 30: Concrete Barrier Delivery & Pickup

Includes all delivery and pickup fees

Item 31: Metal Temporary Chain Link Fencing

6 foot high by 14 foot long with post and stand

Item 32: Metal Temporary Chain Link Fencing Pickup/Delivery

Item 33: Metal Temporary Interlocking Bike Rack Style Pedestrian Barricade

“Non-ADA Compliant” barricade. Both “flat foot” and “bridge foot” styles are acceptable. At least 8ft long by 43” high with evenly spaced horizontal rungs. Barricades must be connected by vendor when setting up upon request. Each barricade shall weigh no more than 50lbs.

IX. Item Pricing

Item #	Description	Unit of Measure	Duration	Unit Price
1	ADA Pedestrian Barricade	Each	Day	\$ 0.10
2	Traffic Control Plan	Each	Each (One time fee)	\$ 0.01
3	36 Inch Reflective Cones	Each	Per Day	\$ 0.25
4	Sign -- Large with or w/o stand	Each	Per Day	\$ 1.25
5	Sign -- Medium with or w/o stand	Each	Per Day	\$ 0.75
6	Sign -- Small with or w/o stand	Each	Per Day	\$ 0.75
7	Barrel/Safety Drum	Each	Per Day	\$ 0.50
8	Arrow Board	Each	Per Day	\$ 20.00

9	Portable Light Tower	Each	Per Day	\$ 20.00
10	Type 1 Barricade	Each	Per Day	\$ 0.50
11	Type 1 Barricade w/ Sign	Each	Per Day	\$ 0.75
12	Type 2 Barricade	Each	Per Day	\$ 0.50
13	Type 3 Barricade	Each	Per Day	\$ 2.00
14	Type 3 Barricade w/ Sign	Each	Per Day	\$ 2.25
15	Vertical Panel	Each	Per Day	\$ 0.50
16	Variable Message Board	Each	Per Day	\$ 65.00
17	Orange Plastic Safety Fence -- 50 Foot Roll	Each	Per Day	\$ 1.00
18	Highway Plates	Each	Per Day	\$ 3.00
19	Impact Attenuator Truck	Each	Day	\$ 50.00
20	Delivery of Barricades	Each	Each (One time fee)	\$ 45.00
21	Pick up of Barricades	Each	Each (One time fee)	\$ 45.00
	Personnel			
22-A	Traffic Control Supervisor	Hour	Hour	\$ 45.00
22-B	After Hours/Overtime Traffic Control Supervisor	Hour	Hour	\$ 55.00
22-C	Holiday Pay Traffic Control Supervisor	Hour	Hour	\$ 55.00
23-A	Traffic Flagger	Hour	Hour	\$ 22.00
23-B	After Hours/Overtime Flagger	Hour	Hour	\$ 28.00
23-C	Holiday Pay Flagger	Hour	Hour	\$ 28.00
24-A	Barricade Setup	Hour	Hour	\$ 20.00
24-B	After Hours/Overtime Barricade Setup	Hour	Hour	\$ 20.00
24-C	Holiday Pay Barricade Setup	Hour	Hour	\$ 20.00
25-A	Standby Crew (per man)	Hour	Hour	\$ 23.00
25-B	After Hours/Overtime Standby Crew (per man)	Hour	Hour	\$ 30.00
25-C	Holiday Pay Standby Crew (Per man)	Hour	Hour	\$ 30.00
26-A	Concrete Barrier Setup	Hour	Hour	\$ 0.01
26-B	After Hours/Overtime Concrete Barrier Setup	Hour	Hour	\$ 0.01
26-C	Holiday Pay Concrete Barrier Setup	Hour	Hour	\$ 0.01
27-A	Metal Fence Setup	Hour	Hour	\$ 0.01
27-B	After Hours/Overtime Metal Fence Setup	Hour	Hour	\$ 0.01
27-C	Holiday Pay Metal Fence Setup	Hour	Hour	\$ 0.01
	Concrete Barriers			
28	Concrete Barrier Type IV 10 Foot Section	Each	Day	\$ 15.00
29	Concrete Barrier Type VII 10 Foot Section	Each	Day	\$ 20.00
30	Concrete Barrier Delivery & Pickup	Each	Each (One time fee)	\$ 0.01
	Metal Fencing			
31	Metal Temporary Chain Link Fencing, 6 foot high by 14 foot long with post and stand	Each	Day	\$ 5.00

32	Metal Temporary Chain Link Fencing Delivery/Pickup 6 foot high by 14 foot long with post and stand	Each	Each (One time fee)	\$ 0.01
Additional Items				
33	Metal Temporary Interlocking Bike Rack Style Pedestrian Barricades	Each	Day	\$ 2.50