



NOTICE OF APPARENT LOW BIDDER

Roadsafe Traffic Systems, Inc.
6260 Downing Street
Denver, CO 80216

The EXECUTIVE DIRECTOR OF PUBLIC WORKS has considered the Bids submitted on **December 15, 2016**, for work to be done and materials to be furnished in and for:

CONTRACT 201631445 - 2016 Pavement Marking Master On-Call

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: **numbers 202-00250 through 630-85040 [Twenty Five (25)] total bid items** the total estimated cost thereof being: Three Million Three Hundred Ninety-Seven Thousand Four Hundred Twenty-Four Dollars and Thirty-Two Cents (\$ 3,397,424.32).

It will be necessary for you to appear forthwith at the office of the Department of Public Works, 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 Public Works, 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 Public Works, and each contract requiring payment by the City of one-half million dollars (\$500,000.00) or more shall first be approved by the City Council acting by ordinance and in accordance with Section B1.12.2 of the Charter of the City and County of Denver.

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

Denver Public Works/Office of the Executive Director
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dpw
p. 720.865.8630 | f. 720.865.8795



NOTICE OF APPARENT LOW BIDDER

CONTRACT NO. 201631445

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

Dated at Denver, Colorado this 9th day of January 2017.

CITY AND COUNTY OF DENVER

By

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

CITY AND COUNTY OF DENVER
STATE OF COLORADO



DENVER[®]
THE MILE HIGH CITY

Department of Public Works

Bid Form

Contract Number: 201631445



2016 Pavement Marking Master

On-Call

November 15, 2016

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

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BID FORM AND SUBMITTAL PACKAGE**

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

BIDDER'S CHECKLIST

These forms comprise the Bid Form and Submittal Package. Designated forms must be completed and turned in at 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.) Acknowledgment signature and attestation required.	<input checked="" type="checkbox"/>
BF-6+	a.) Fill in individual bid item dollars and totals in Numerical figures only b.) Complete all blanks	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-7	a.) Write out bid total or bid totals in words and figures in the blank form space(s) provided b.) Calculate Textura® Construction Payment Management System Fee from chart on pg. BF-3 and write % and fee in the space provided	<input checked="" type="checkbox"/>
BF-8	a.) List all subcontractors who are performing work on this project	<input checked="" type="checkbox"/>
BF-9 – BF-10	a.) Fully complete List of Proposed Minority /Woman Business Enterprise Bidders, Subcontractors, Suppliers, Manufacturers, or Brokers – check appropriate boxes.	<input checked="" type="checkbox"/>
BF-11	a.) Complete all blanks b.) If Addenda have been issued, complete bottom section.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-12	a.) Complete appropriate sections - signature(s) required. b.) If corporation, then corporate seal required.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-13	a.) Fully complete Commitment to Participation	<input checked="" type="checkbox"/>
BF-16	a.) If applicable, fully complete Joint Venture Affidavit	<input type="checkbox"/>
BF-17 – BF-19	a.) If applicable, fully complete Joint Venture Eligibility Form (Submit 10 days prior to Bid Opening Date)	<input type="checkbox"/>
BF-20	a.) Fill in all Bid Bond blanks b.) Signatures required c.) 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 referencing Bidder's Company and Contract Control Number.	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
BF-21- BF-24	a.) Each bidder, as a condition of responsiveness to this solicitation, shall <u>complete and return</u> the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their Bid.	<input checked="" type="checkbox"/>

Textura® Construction Payment Management System (CPM System)

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

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

For more information:

<http://www.denvergov.org/constructioncontracts/ContractAdministration/BiddingProcess/TexturaPaymentSystem/tabid/443165/Default.aspx>

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
Engineering Division

BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

CONTRACT NO. 201631445

2016 Pavement Marking Master On-Call

BIDDER: RoadSafe Traffic Systems, Inc.
(Legal Name per Colorado Secretary of State)

ADDRESS: 6260 Downing Street
Denver, CO 80216

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. 201631445**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated **November 15, 2016**.

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 Public Works 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/Woman Owned Business Enterprise(s)
- Commitment to Minority/Woman Business Enterprise Participation
- M/WBE Letter(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:

Name: RoadSafe Traffic Systems

ATTEST:
Jobbye Cole

By: [Signature]

Title: Robert Streno
Estimator

[SEAL]

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

BID FORM

**CONTRACT NO. 201631445
2016 Pavement Marking Master On-Call**

BIDDER RoadSafe Traffic Systems, Inc.
(Legal Name per Colorado Secretary of State)

TO: The Manager of Public Works
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 November 15, 2016, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **CONTRACT NO. 201631445**, 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, Division 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*

Item No.	Description and Price	Estimated Quantity	Estimated Cost
202-00250	Removal of Pavement Marking at the unit price of \$ <u>1.05</u> per Square Foot.	250,000 SF	\$ <u>262,500.00</u>
626-00005	Mobilization at the unit price of \$ <u>1,750.00</u> per Each.	36 EA	\$ <u>63,000.00</u>
627-00002	Thermoplastic Pavement Marking at the unit price of \$ <u>2.00</u> per Square Foot.	42,000 SF	\$ <u>84,000.00</u>
627-00005	Epoxy Pavement Marking at the unit price of \$ <u>80.50</u> per Gallon.	2,100 Gal	\$ <u>169,050.00</u>
627-00008	Modified Epoxy Pavement Marking at the unit price of \$ <u>90.50</u> per Gallon.	1,050 Gal	\$ <u>95,025.00</u>
627-00011	Waterbourne Paint Pavement Marking at the unit price of \$ <u>30.50</u> per Gallon.	1,050 Gal	\$ <u>32,025.00</u>
627-00070	Preformed Thermoplastice Pavement Marking (Long Line/Dashes)(90 Mil) at the unit price of \$ <u>9.45</u> per Square Foot.	10,550 SF	\$ <u>99,697.50</u>
627-02010	Preformed Plastic Pavement Marking (Type 1)(In Laid) at the unit price of \$ <u>3.05</u> per Square Foot.	21,000 SF	\$ <u>169,050.00</u>
627-02010	Preformed Plastic Pavement Marking (Type 2)(In Laid) at the unit price of \$ <u>9.05</u> per Square Foot.	31,600 SF	\$ <u>285,980.00</u>
627-30405	Preformed Thermoplastice Pavement Marking (Words/symbols)(90 Mil) at the unit price of \$ <u>12.35</u> per Square Foot.	42,000 SF	\$ <u>514,500.00</u>
627-30407	Preformed Thermoplastic Pavement Marking (Decorative)(90 Mil) at the unit price of \$ <u>12.00</u> per Square Foot.	21,200 SF	\$ <u>254,400.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
627-30410	Preformed Thermoplastic Pavement Marking (X-Walk/Stop Line)(90 Mil) at the unit price of \$ <u>2.65</u> per Square Foot.	127,200 SF	\$ <u>1,100,280.00</u>
627-30411	Performed Thermoplastic Pavement Marking (Decorative)(125 Mil) at the unit price of \$ <u>14.00</u> per Square Foot.	9,000 SF	\$ <u>126,000.00</u>
627-30412	Preformed Thermoplastic Pavement Marking (Decorative)(Stamped)(125 Mil) at the unit price of \$ <u>27.25</u> per Square Foot.	2,100 SF	\$ <u>57,225.00</u>
627-30413	Preformed Thermoplastic Pavement Marking Adhesive (Concrete Surface)(Mfg Recommended) at the unit price of \$ <u>0.50</u> per Square Foot.	63,100 SF	\$ <u>31,550.00</u>
630-00003	Uniformed Traffic Control at the unit price of \$ <u>26.00</u> per Hour.	36 HR	\$ <u>936.00</u>
630-00013	Traffic Control Management at the unit price of \$ <u>150.00</u> per Day.	144 Day	\$ <u>21,600.00</u>
630-80335	Type III Barricade at the unit price of \$ <u>5.00</u> per Each.	36 EA	\$ <u>180.00</u>
630-80339	Type I Barricade at the unit price of \$ <u>2.50</u> per Each.	144 EA	\$ <u>360.00</u>
630-80341	Construction Traffic Sign (Panel Size A) at the unit price of \$ <u>5.00</u> per Each.	360 EA	\$ <u>1,800.00</u>
630-80344	Construction Traffic Sign (Panel Size B) at the unit price of \$ <u>5.00</u> per Each.	180 EA	\$ <u>900.00</u>
630-80355	Portable Message Sign Panel at the unit price of \$ <u>150.00</u> per Day.	18 Day	\$ <u>2,700.00</u>

Item No.	Description and Price	Estimated Quantity	Estimated Cost
630-80358	Advanced Warning Flashing or Sequencing Arrow Panel (C Type) at the unit price of \$ <u>25.00</u> per Day.	36 Day	\$ <u>900.00</u>
630-80380	Traffic Cone (36 Inch) at the unit price of \$ <u>2.00</u> per Each.	7,200 EA	\$ <u>14,400.00</u>
630-85040	Impact Attenuator (Truck Mounted) at the unit price of \$ <u>100.00</u> per Day.	36 Day	\$ <u>3,600.00</u>

Bid Items Total Amount (bid item numbers 202-00250 through 630-85040 [Twenty Five (25)] total bid items.) \$ 3,391,658.50

Textura® Fee from table on Page BF-3 .17 % of Bid Items Total Amount \$ 5,765.32

Bid Items Total Amount plus Textura® Fee equals Total Bid Amount \$ 3,397,424.32

Total Bid Amount

three million, three hundred ninety seven thousand, four hundred and twenty four dollars + 32/100
Dollars (\$ 3,397,424.32)

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

The Westchester Fire Insurance ^{CO} a corporation of the State of Pennsylvania, is hereby offered as Surety on said bond. If such surety is not approved by the Manager, another and satisfactory surety company shall be furnished. Enclosed with this bid is a bid guarantee, as defined in the attached Instructions to Bidders, in the amount of 5% of bid amount. The Undersigned Bidder agrees that the entire amount of this bid guarantee is to be paid to and become the property of the City as liquidated damages, and not as a penalty, if: (i) the bid is considered to be the best by the City; (ii) the City notifies the Undersigned Bidder that it is the Apparent Low Bidder; and (iii) the Undersigned Bidder fails to execute the Contract in the form prescribed or to furnish the required bond and proofs of insurance, within five (5) days after the date of such notification.

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

Name: _____ Name: _____

Address: _____ Address: _____

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

No other persons, firms, or corporations



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

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

City and County of Denver Contract No.: 201631445

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

Prime Bidder

Business Name: <u>RoadSafe Traffic Systems, Inc.</u>		
Address: <u>6260 Downing St</u>	Contact Person: <u>Robert Streno</u>	
Type of Service: <u>Pavement Marking</u>	Dollar Amount: \$: <u>3,295,501.59</u>	Percent of Project: <u>97%</u>

MWBE Prime Bidder

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

Subcontractors, Suppliers Manufacturers or Brokers (check one box)

<input type="checkbox"/> Subcontractor (√)	<input checked="" type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)
Business Name: <u>American Sign + Striping CO.</u>			
Address: <u>14833 E. Hursdale Ave # 3</u>	Type of Service: <u>Pavement Marking</u>		
Contact Person: <u>Rhonda Collins</u>	Dollar Amount: \$: <u>\$101,922.73</u>	Percent of Project: <u>3%</u>	
<input type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)

237310

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

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

Subcontractors, Suppliers Manufacturers or Brokers (check one box)				
<input type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)	
Business Name:				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)	
Business Name:				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)	
Business Name:				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)	
Business Name:				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)	
Business Name:				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)	
Business Name:				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)	
Business Name:				
Address:			Type of Service:	
Contact Person:			Dollar Amount: \$:	Percent of Project:
<input type="checkbox"/> Subcontractor (√)	<input type="checkbox"/> Supplier (√)	<input type="checkbox"/> Manufacturer (√)	<input type="checkbox"/> Broker (√)	

Bid Form & Submittal Package, Participation Page 1/07-dm

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: 6260 Downing Street

City, State, Zip Code: Denver, CO 80216

Telephone Number of Bidder: (303) 298-8407 Fax No. (303) 298-0905

Social Security or Federal Employer ID Number of Bidder: 26-1084418

Name and location of the last work of this kind herein contemplated upon which the Bidder was engaged:
2015 Bicycle Lane Punt Mtg Master On-Call

For information relative thereto, please refer to:

Name: David Hermosillo

Title: Operations Supervisor

Address: 201 W. Colfax Denver CO 80202

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

Addenda Number 1 Date 12/7/16

Addenda Number _____ Date _____

Addenda Number _____ Date _____

Dated this 14th day of December, 20 16

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

CONTRACT NO. 201631445 PROJECT NAME: 2016 Pavement Marking Master On-Call
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ADDENDUM NO. 1 TO CONTRACT DOCUMENTS

Bidders are hereby notified that pages in the Technical Specifications have been revised and questions have been answered.

TECHNICAL SPECIFICATIONS

Please be advised pages 3, 4, 6, 7, 8, 9, and 10 of the Technical Specifications have been revised. Please replace these new pages (attached) with the existing pages in the specs.

QUESTIONS AND ANSWERS

Questions on Bid Items

1. **Q:** 627-30407 Preformed Thermoplastic Pavement Marking (Decorative)(90 Mil) 21,200SF
This appears to be our Traffic Patterns LT product. Traffic Patterns LT is a 90mil preformed thermoplastic and is only available in solid color sheets. Historically, the City has used this product for bicycle lane buffer zones. I just want to make sure this line item is for bicycle lane buffer zones or for another purpose.
City Response: This item is intended for “solid color sheets” to be used for buffer zones or similar areas.

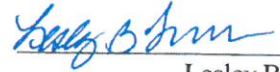
2. **Q:** 627-30411 Performed Thermoplastic Pavement Marking (Decorative)(125 Mil) 9,000SF
This appears to be our Traffic Patterns product. Traffic Patterns is an interconnected preformed thermoplastic marking that incorporates a colored grout line and a colored brick. Historically, the City has used this product for decorative crosswalks. I just want to make sure this line item is for decorative crosswalks.
City Response: The main intention of this bid item is to install decorative crosswalks with pattern and color as determined by the project manager.

3. **Q:** 627-30412 Preformed Thermoplastic Pavement Marking (Decorative)(Stamped)(125 Mil) 2,100SF
I am not certain what this line item is. It appears that the City is wanting to do some stamped asphalt. We have two products that are stamped products, Duratherm which is a 90mil product and Traffic Patterns XD which is a 150mil product. We do not have a 125mil stamped product. Will you please verify which product the City is wanting for this line item?
City Response: This item should be clarified to be a 90 Mil product vs a 125 mil.

Project Questions

4. **Q:** The contract for this project is for a period of three years. Are bid item quantities listed on the bid schedule for each year of the contract or a total for the three-year period?
City Response: The quantities listed on the Bid Form are for the three-year span of the contract.
5. **Q:** The contract documents state that the City of Denver is looking to award multiple contracts for this project. Will each awarded contract be for the three period and for the full amount for contract?
City Response: The City is looking to award multiple contractors. These contractors will each get a three-year contract and it will be for the full amount of the contract.
6. **Q:** Will any of this 2016 Pavement Marking Master On – Call work orders coincide with annual City of Denver annual paving projects.
City Response: This contract will not support the annual paving projects but may have some overlap depending on project locations. All work will be issued per Transportation and Mobility needs and there is not an expectation the contractor would follow or directly support paving projects.
7. The bid schedule calls for Preformed Thermoplastic Decorative Markings 90 mil, 125 mil, and stamped 125 mil material.
Is there a detail or specifications available that will show what material is required for this bid items?
City Response: The Performed Thermoplastic Pavement Marking decorative 90 Mil, decorative 125 Mil and decorative stamped 90 Mil products are the Ennis-Flint Traffic Patterns' LT, XD and DuraTherm or approved equal. The 2016 Pavement Marking Master On-Call specification has been updated to include this information.
8. **Q:** If there are multiple contractors awarded, will everyone be required to respond no matter the schedule within the 10-day window?
City Response: Yes, you will be required to respond, the 10-day window is a requirement of the contract documents. The City will send out a work order to one contractor and that contractor will be required to respond.
9. **Q:** Is there a possibility that the City and County of Denver open to having the Contractor issue a Performance & Payment Bond on a per work order basis, OR will the City and County of Denver be open to having a Performance & Payment Bond issued for a 1-year period with the 2-year extension for bonding purposes with a decreased limit (1/3 of the contract amount)?
City Response: The City will require an initial bond of \$250,000.00 after that amount is exceeded a bond rider will be required.

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



Lesley B. Thomas
City Engineer

12.7.16

Date

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: _____

**REVISION OF SECTION 627 AND 713
PAVEMENT MARKING**

Section 627 of the Standard Specifications is revised as follows:

Subsection 627.02 is revised to include the following:

Decorative 90 Mil, decorative 125 Mil and the decorative stamped 90 Mil performed thermoplastic pavement marking materials are the Ennis-Flint Traffic Patterns' LT, XD and DuraTherm or approved equal.

Subsection 627.03 is revised to include the following:

627.03 (a) *Pavement Marking Plan* - When pavement marking location details are not provided in the Contract, the Contractor shall submit a layout of existing conditions to the Engineer for approval or modification. Layouts for striping should match existing conditions and roadway striping must be confirmed with Traffic Engineering Services prior to installation of final striping.

Subsection 627.13 is revised to include the following:

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

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Thermoplastic Pavement Marking	Square Foot
Epoxy Pavement Marking	Gal
Modify Epoxy Pavement Marking	Gal
Waterbourne Paint Pavement Marking	Gal
Preformed Thermoplastic Pavement Marking (Long Line/Dashes)(90Mil)	Square Foot
Preformed Thermoplastic Pavement Marking (Type 1)(In Laid)	Square Foot
Preformed Thermoplastic Pavement Marking (Type 2)(In Laid)	Square Foot
Preformed Thermoplastic Pavement Marking (Words/Symbols)(90 Mil)	Square Foot
Preformed Thermoplastic Pavement Marking (Decorative)(90 Mil)	Square Foot
Preformed Thermoplastic Pavement Marking (X-Walk/Stop Line)(90 Mil)	Square Foot
Preformed Thermoplastic Pavement Marking (Decorative)(125 Mil)	Square Foot
Preformed Thermoplastic Pavement Marking (Decorative)(Stamped)(90 Mil)	Square Foot
Preformed Thermoplastic Pavement Marking Adhesive (Concrete Surface) (Manufacturer Recommended)	Square Foot

Preparation of Pavement surface prior to installation of new pavement marking material shall be completed in accordance with Revision of Section 202.05. Work will not be measured and paid for separately but shall be included in the work.

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

(a) *General.*

Preformed thermoplastic markings shall be composed of aggregates, pigments, binders and Glass beads, and shall conform to AASHTO designation M 249 with the exception of the

**REVISION OF SECTION 627 AND 713
PAVEMENT MARKING**

relevant differences due to the fact that the material is supplied in a preformed state. The material shall be either alkyd or hydrocarbon based. Only preformed thermoplastic pavement markings material listed on the Departments approved products list may be used.

(b) *Physical Requirements.*

1) Graded Glass Beads. The material shall contain a minimum of 30 percent graded glass beads by weight. The beads shall be clear and transparent. Twenty percent or less shall consist of irregular, fused spheroids, or silica. The refractive index shall be at least 1.50.

2) Pigments. White – Sufficient titanium dioxide pigment shall be used to insure a color similar to Federal Highway White, Color Number 17886, conforming to Federal Standard 595. Yellow – Sufficient yellow pigment shall be used to insure a color similar to Federal Highway Yellow, Color Number 13655, conforming to Federal Standard 595. The yellow pigment shall be organic and contain no lead chromate.

3) Skid Resistance. The surface of the preformed thermoplastic markings shall provide a minimum resistance value of 45 BPN when tested according to ASTM E 303.

4) Thickness. The material shall be supplied at a minimum thickness of **90** mils.

5) Environmental Resistance. The preformed thermoplastic material shall be resistant to deterioration due to exposure to sunlight, water, oil, gasoline, salt and adverse weather conditions.

6) Application. The top surface material must have regularly-spaced indents which provide a visual cue during application that the material has reached a molten state indicating satisfactory adhesion and proper bead embedment has been achieved. Installation must be a no preheated of surface material.

7) Concrete surface adhesive. When Preformed Thermoplastic material is installed on concrete surfaces the materials manufacturer recommended sealer for concrete application shall be used by the installer to ensure the best application on concrete surfaces.

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

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

Subsection 630.01 shall be revised to include the following:

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

Subsection 630.05 Traffic Cones shall include the following:

Steel drum channelizing devices shall not be used for traffic control

Subsection 630.06 Channelizing Device (fixed) shall include the following:

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

Subsection 630.09 General shall include the following:

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

Subsection 630.10(a), shall include the following:

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

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

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

Subsection 630.10(a)(1) shall be added as follows:

The key elements of the Contractor's method of handling traffic (MHT) are outlined in subsection 630.10(a).

The components of the Traffic Control Plan (TCP) for this project are included in the following:

- Subsection 104.04 and Section 630 of the Standard Specifications.
- Tabulation of Traffic Engineering Items included in the plans for this project.
- Latest revised Standard Plan S-630-1, Traffic Controls for Highway Construction and Standard Plan S-630-2.

Special Traffic Control Plan requirements for this project are as follows:

1. During the construction of this project, traffic shall use the present traveled roadway.

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

2. Work that interferes with traffic on will only be permitted during the following hours:
 - The Contractor shall perform all the work on the roadway between the hours of 8:30 AM and 3:30 PM or as approved by the Project Engineer. Weekend and nighttime work will be allowed with the prior written approval of the Project Engineer. During this time, only one lane can closed on each approach.
 - Work will not be permitted that directly or indirectly interferes with the flow of traffic between the hours of 5:30 AM and 8:30 AM Monday through Friday; between the hours of 3:30 PM to 6:30 PM Monday through Thursday; and after 2:00 PM on Fridays unless otherwise authorized by the Project Engineer.
 - No work on Holidays
 - Contractor shall not close lanes during special events.
 - Contractor shall coordinate lane closures with adjacent projects.
 - Contractor shall maintain business access during business hours.
 - The Contractor shall coordinate all of the work on the roadway during any special event with the City and County of Denver.
3. The Contractor shall install construction traffic control devices where they do not block or impede other existing traffic control devices or sidewalks for pedestrians, disabled persons or bicyclists. The Contractor is restricted from storing any materials, construction traffic control devices, signs, etc. in any median area or park area.
4. Vertical cuts or fills greater than 1 inch resulting from construction operations adjacent to traffic lanes, or within the clear zone shall be temporarily sloped at a 6:1 or flatter slope, and delineated at 35 foot intervals immediately after removal operations to safeguard the traveling public.
5. Construction equipment used on this project shall meet the same minimum exhaust requirements as those specified by the manufacturer of the equipment.
6. The Contractor and subcontractors shall equip their construction vehicles with flashing amber lights. Equipment to be used at night shall also be equipped with flashing amber lights. Flashing amber lights on vehicles and equipment shall be visible from all directions.
7. The Contractor shall maintain access to all roadways, side streets, walkways, alleyways, driveways, and hike/bike paths at all times unless otherwise directed by the Engineer. Parking areas temporarily disturbed by construction activities shall be restored to a useable condition during non-working hours. Such temporary parking shall utilize an all-weather surface. The Contractor shall develop an Access Maintenance Plan in coordination with, and based on the requirements of, the affected property owners and tenants, and submit it to the Engineer for approval prior to commencement of work. This plan shall detail all barricades, ramps, signs, and temporary means of access required by the property owners or tenants. Prior to commencing any work which affects access to a property, the Access Maintenance Plan for that property must be submitted and approved by the Engineer.
8. The Access Maintenance Plan shall be coordinated with all affected owners and tenants. The Access Maintenance Plan shall include documentation of this coordination, including the approval signature of each affected owner or tenant. Should the Contractor be unable to obtain

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

approval and signatures, documentation of the efforts made to obtain said approval and signatures must be submitted. All access shall be maintained on surfaces equal to or better than those existing at the time the access is first disturbed. For short periods of time only as allowed by the Engineer, access may be maintained on an aggregate base course surfaces.

9. The Contractor shall maintain continuous access throughout the project for pedestrians, bicyclists, and disabled persons. When the existing access route is disturbed by construction, a temporary all-weather access shall be provided. All temporary access shall be a minimum of 5 feet wide and meet Americans with Disabilities Act (ADA) requirements. Acceptable all weather surfacing shall be concrete or asphalt surface, or as approved by the Engineer. Delineation of pedestrian access through the work area shall be accomplished using temporary plastic fencing.
10. The costs of maintaining access will not be paid for separately, unless otherwise provided, but shall be included in the work. Utilization of materials to be incorporated into the work may be permitted. However, any degradation or other contamination or destruction shall be corrected at the Contractor's expense prior to acceptance.
11. During non-construction periods (evenings, weekends, holidays, etc.) all work shall be adequately protected to insure the safety of vehicular and pedestrian traffic, as detailed in the Contractor's MHT. Excavations or holes shall be filled in or fenced when unattended.
12. Whenever the Contractor removes, obliterates, or overlays any pavement markings, he /she shall replace them on a daily basis prior to opening the affected areas to traffic. All temporary pavement markings shall fully comply with the Standard Specifications and Special Provisions.
13. The Contractor shall not have construction equipment or materials in the lanes open to traffic any time unless directed by the Engineer.
14. All personal vehicle and construction equipment parking is prohibited where it conflicts with safety, access, or the flow of traffic. Landscaped areas, public park areas, and roadway shoulders shall be kept clear of parking and storage of all personal and construction equipment except where approved by the Engineer.
15. The Contractor shall not place tack coat on any surface to be paved where traffic will be forced to travel upon fresh bituminous materials.
16. The Contractor shall be required to make arrangements with the Regional Transportation district (RTD) prior to closing any existing bus stops within the project limits. Temporary stops will be required as directed by the Engineer and as required by RTD. For bus stop/route conflicts Regional Transportation District, RTD / 1560 Broadway, Suite 700, Denver, CO 80202 shall be contacted two business days prior to start of construction.
17. No work that interferes with traffic will be allowed on holidays or any day of a three-day or four-day weekend that includes a holiday. Holidays on which this restriction applies consist of those holidays recognized by the State of Colorado as listed in subsection 101.36

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

19. All lane closures shall be subject to the approval of the Engineer. Request for each closure shall be made at least 24 hours in advance of the time the lane closure is to be implemented. Lane closures will not be allowed to remain unless being utilized in continuum for the intended purpose for which they were set up.
20. During no-working hours, the roadways shall be restored to a safe travel conditions for the free flow of traffic. Any maintenance required restoring the roadways to this condition, including the pavement patching and grading, shall be done prior to opening the areas to traffic or completing work for the day.
21. The Contractor shall clean the roadway of all construction debris before opening it to traffic.
22. Two-way traffic shall be maintained on all two-way streets, via flagging if necessary for closures of less than one day unless authorized by the Project Engineer and the Traffic Engineering Services Department. One lane, one-way traffic shall be maintained at all times on one-way streets outside of the Central Business District and two lanes, one-way traffic shall be maintained at all times within the Central Business District.
23. All flagging stations used at night shall be illuminated with floodlights. Street, highway lights and "high mast lighting" may be used for flagging station illumination when approved by the Engineer. Floodlights shall be located and directed so as not to interfere with the sight of any motorists, and the cost to be included in the work.
24. Prior to removal and resetting of any sign the Contractor and Engineer shall prepare an inventory. Any signs damaged due to the Contractor's operations shall be replaced in kind or repaired by the Contractor at no additional cost to the project.
25. Prior to any removal or pavement marking operations directly adjacent to parking, temporary NO PARKING ANYTIME, TOW AWAY ZONES, with the date and time of the proposed work must be posted a minimum of 24 hours in advance of the work. For locations where parking meters are located adjacent to the proposed work zone all impacted parking meters must be red bagged prior to commencement of work.

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

26. Unless noted otherwise, all costs incidental to the foregoing requirements shall be included in the original contract prices for the project, including any additional traffic control items required for haul routes into the project.

Subsection 630.11 shall be revised to include the following:

Number of hours for uniformed traffic control shall be tabulated for submittal.

-5-
**REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL**

Subsection 630.13 shall be revised to include the following:

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

All lane closures require an arrow board to be installed.

All streets that will be reduced in the number of travel lanes should have variable message boards installed for a minimum of 3 days after the striping change to inform drivers of the lane reduction.

Subsection 630.15 is hereby revised to include the following:

The Contractor shall furnish all other personnel – including flaggers, traffic control inspector, and traffic control supervisor - and other materials necessary to perform the Construction Zone Traffic Control as required and these quantities will not be measured but will be included in the cost of Traffic Control Management.

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

Subsection 630.16 is hereby revised to include the following:

All costs incidental to maintenance of access will not be paid for separately, but shall be included in the work.

All costs incidental to the foregoing requirements shall be included in the original contract prices for the project.

Traffic Control Management, vehicles, traffic control devices, flagging, and all other work, materials and equipment necessary for the mobile pavement marking zone will not be measured and paid for separately but shall be included in the work. This includes any necessary temporary “no parking” signs that are to be posted at least 24 hours in advance where necessary to do striping work adjacent to parking lanes.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Control Management	Day
Type III Barricade	Each
Type I Barricade	Each
Construction Traffic Sign (Panel Size A)	Each
Construction Traffic Sign (Panel Size B)	Each
Portable Message Sign Panel	Day
Advance Warning Flashing or Sequence Arrow Panel (A Type)	Day
Traffic Cone	Each
Impact Attenuator	Day

Signature of Bidder:

If an Individual: _____ doing business
as _____.

If a Partnership: _____
by: _____, General Partner.

If a Corporation: RoadSafe Traffic Systems, Inc.
a Delaware, Corporation,
by: [Signature], its President.

Attest:
[Signature]
Secretary (Corporate Seal)

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

Firm: _____
Corporation (), Partnership () or () Limited Liability Company

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

Firm: _____
Corporation (), Partnership () or () Limited Liability Company

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

Firm: _____
Corporation (), Partnership () or () Limited Liability Company

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



DENVER
OFFICE OF ECONOMIC
DEVELOPMENT

COMMITMENT TO MWBE PARTICIPATION

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

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

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

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

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

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

Bidder/Proposer (Name of Firm): RoadSafe Traffic Systems, Inc.

Firm's Representative (Please print): Robert Streno

Signature (Firm's Representative): [Handwritten Signature]

Title: Estimator

Address: 6260 Downing Street

City: Denver State: CO Zip: 80216

Phone: (303) 298-3407 Fax: (303) 298-0905 Email: rstreno@roadsafetraffic.com



DENVER
THE MILE HIGH CITY

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

LETTER OF INTENT (LOI)

INSTRUCTIONS FOR COMPLETION & SUBMISSION:

- All lines must be completed or marked N/A for Not Applicable
- Submit the attached completed checklist with this letter
 - Email to dsbo@denvergov.org OR
 - Fax: 720-913-1803.
- FOR RFPs and RFQs: LOIs should be included with Submittal

Contract No.: 201631445 Project Name: 2016 Pavement Marking Master On-Call

**A. The Following Section is To Be Completed by the Bidder/Consultant
This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE, EBE or DBE**

Name of Bidder/Consultant: RoadSafe Traffic Systems, Inc. Self-Performing: Yes No Phone: (303) 298-8407
 Contact Person: Robert Streno Email: rstreno@roadsafe.com Fax: (303) 298-0905
 Address: 6260 Downing St. City: Denver State: CO Zip: 80216

**B. The Following Section is To Be Completed by the M/WBE, SBE, EBE or DBE, at any Tier
This Letter of Intent Must be Signed by the M/WBE, SBE, EBE or DBE and Bidder/Consultant**

Name of Certified Firm: American Sign & Striping Co. Phone: (303) 680-3909
 Contact Person: Rhonda Collins Email: rhonda@americansign.com Fax: (303) 680-3907
 Address: 14823 E. Hinsdale Ave #3 City: Englewood State: CO Zip: 80112

Please check the designation which applies to the certified firm.

<input checked="" type="checkbox"/> M/WBE (v)	<input type="checkbox"/> SBE (v)	<input type="checkbox"/> EBE (v)	<input type="checkbox"/> DBE (v)	<input type="checkbox"/> Self-Performing (v)
---	----------------------------------	----------------------------------	----------------------------------	--

Indirect Utilization: If this M/WBE, SBE, EBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:

A Copy of the M/WBE, SBE, EBE or DBE Letter of Certification must be Attached

Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. On unit price bids only, identify which bid line items the M/WBE/SBE/EBE/DBEs scope of work or supply corresponds to.

627-30410 Preformed Thermoplastic Paint Marking (XW/SL) (90 mil)

Subcontractor/Subconsultant (v) Supplier (v) Broker (v)

Bidder intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE, EBE or DBE bid amount is:

\$ 101,922.73 3 %

Consultant intends to utilize the aforementioned M/WBE, SBE, EBE or DBE for the Work/Supply described above. The percentage of the work of the total subconsultant M/WBE, SBE, EBE or DBE will perform is:

If the fee amount of the work to be performed is requested, the fee amount, is: \$ %

Bidder/Consultant's Signature: [Signature] Date: 12/14/16

Title: Estimator
 M/WBE, SBE, EBE or DBE or Self-Performing Firm's Signature: Rhonda Collins Date: 12-14-16
 Title: President

If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this Letter of Intent shall be null and void.



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.Dydenver.com

August 25, 2016

Rhonda Collins
American Sign & Striping Company DBA American Sign & Barricade Co.
14883 E. Hinsdale Avenue Unit 3
Englewood, CO 80112

Dear Rhonda Collins:

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 American Sign & Striping Company DBA American Sign & Barricade Co. for certification as a **Minority/Women Business Enterprise (M/WBE)**. American Sign & Striping Company DBA American Sign & Barricade 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:

August 25, 2016 to August 24, 2017

Listed below is each NAICS code and Work Specialty for which American Sign & Striping Company DBA American Sign & Barricade Co. is certified. Please verify your NAICS codes and work specialties as this letter showing the following codes is required for bidding on City projects:

NAICS CODES:

DENVER 237310: PARKING LOT MARKING AND LINE PAINTING
DENVER 237310: SIGN ERECTION, HIGHWAY, ROADS STREET OR BRIDGE
DENVER 339950: SIGNS AND SIGNBOARDS (EXCEPT PAPER, PAPERBOARD) MANUFACTURING
DENVER 561990: FLAGGING (I.E., TRAFFIC CONTROL) SERVICES

WORK SPECIALTY:

Manufacture, supply and install permanent traffic signs; pavement marking; traffic control.

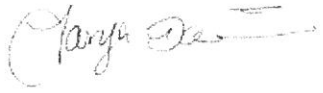
This Certification is intended to be used only for participation in city funded projects, and/or certain privately funded projects on city-owned property for contracts with construction, reconstruction, remodeling and professional design and construction services.

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,

A handwritten signature in cursive script, appearing to read "Cheryl De...". The signature is written in dark ink and includes a horizontal flourish at the end.

Director

Letter of Intent (LOI) Checklist

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

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

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

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



DENVER
THE MILE HIGH CITY

JOINT VENTURE AFFIDAVIT

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 West Colfax Avenue, Dept. 907
Denver, CO 80202
Phone: 720-913-1999
Fax: 720-913-1603
DSBO@denvergov.org

The Undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the Undersigned covenant and agree to provide the City current, complete, and accurate information regarding actual joint venture work and the payment thereof and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records, and files of the joint venture, by authorized representatives of the City or Federal funding agency, if applicable. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initialing action under Federal or State laws concerning false statements.

Name of Firm: _____

Print Name: _____

Title _____

Signature: _____

Date: _____

Notary Public

County of _____

State of _____

My Commission Expires: _____

Subscribed and sworn before me this

_____ day of _____, 20_____

Notary Signature: _____

Address: _____

Notary Seal

Name of Firm: _____

Print Name: _____

Title _____

Signature: _____

Date: _____

Notary Public

County of _____

State of _____

My Commission Expires: _____

Subscribed and sworn before me this

_____ day of _____, 20_____

Notary Signature: _____

Address: _____

Notary Seal

Name of Firm: _____

Print Name: _____

Title _____

Signature: _____

Date: _____

Notary Public

County of _____

State of _____

My Commission Expires: _____

Subscribed and sworn before me this

_____ day of _____, 20_____

Notary Signature: _____

Address: _____

Notary Seal

Rev 122910 JG



DENVER
THE MILE HIGH CITY

JOINT VENTURE ELIGIBILITY FORM

Office of Economic Development
Division of Small Business Opportunity
Compliance Unit
201 West Colfax Avenue, Dept. 907
Denver, CO 80202
Phone: 720-913-1999
Fax: 720-913-1803
DSBO@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, MBEs, WBEs or DBEs participate in this joint venture.

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

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

Joint Venture Information

Name:		Contact Person:	
Address:			
City:	State:	Zip:	Phone:

Joint Venture Participants

Name:		Contact Person:	
Address:			
City:	State:	Zip:	Phone:
% Ownership:	Certifying Entity:	Type Certification & Date: (S/M/W or DBE)	
Type of Work for which Certification was granted:			

Name:		Contact Person:	
Address:			
City:	State:	Zip:	Phone:
% Ownership:	Certifying Entity:	Type Certification & Date: (S/M/W or DBE)	
Type of Work for which Certification was granted:			

General Information

SBE/MBE/WBE/DBE Initial Capital Contributions: \$	%
Future capital contributions (explain requirements) (attach additional sheets if necessary):	
Source of Funds for the SBE/MBE/WBE/DBE Capital Contributions:	
Describe the portion of the work or elements of the business controlled by the SBE/MBE/WBE or DBE: (attach additional sheets if necessary)	
Describe the portion of the work or elements of the business controlled by non-SBE/MBE/WBE or DBE: (attach additional sheets if necessary)	

Revised 032211 JG

JOINT VENTURE ELIGIBILITY FORM

General information

Describe the SBE/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/MBE/WBE or DBE's share in the profits of the joint venture:

Describe the SBE/MBE/WBE or DBE's share in the risks of the joint venture:

Describe the roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):

a. SBE/MBE/WBE or DBE joint venture participant:

b. Non- SBE/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/MBE/WBE or DBE joint venture participant:

b. Non- SBE/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?

Please provide information relating to the approximate number 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 SMWBE, non-SMWBE or joint venture:

	Non- SBE/MBE/WBE/DBE	SBE/MBE/WBE/DBE	Joint Venture
Management			
Administrative			
Support			
Hourly Employees			

Revised 032211 JG

JOINT VENTURE ELIGIBILITY FORM

General Information

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

Who will they be employed by?

Are any of the proposed joint venture employees currently employees of any of the joint venture partners?

Yes
(√)

No
(√)

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

Number of employees		Position	Employed 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 PUBLIC WORKS
Engineering Division

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

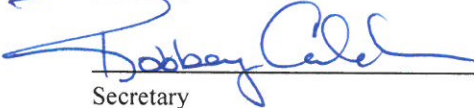
THAT RoadSafe Traffic Systems, Inc., 6260 Downing Street, Denver, CO 80216, as Principal, and Westchester Fire Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, and authorized to do business within the State of Colorado, as Surety, are held and firmly bound unto the City and County of Denver, Colorado, as Obligee, in full and just sum of Five Percent of Amount Bid Dollars, (\$ 5% of Amount Bid), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said Principal is herewith submitting its bid, dated December 15, 2016, for the construction of: **Contract No. 201631445, 2016 Pavement Marking Master On-Call**, as set forth in detail in the Contract Documents for the City and County of Denver, Colorado, and said Obligee has required as a condition for receiving said bid that the Principal deposit specified bid security in the amount of not less than five percent (5%) of the amount of said bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract, for such construction and furnish required Performance and Payment Bond if the contract is offered him that said sum be paid immediately to the Obligee as liquidated damages, and not as a penalty, for the Principal's failure to perform.

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

Signed, sealed and delivered this 15th day of December, 2016.

ATTEST


Secretary

RoadSafe Traffic Systems, Inc.

Principal

By



Robert Streno

Title

Estimator

Westchester Fire Insurance Company
436 Walnut Street, P.O. Box 1000, Philadelphia, PA 19106 (215) 640-1000

Surety

By


Rebecca S. Leal, Attorney-in-Fact

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

[SEAL]

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint C. Stephens Griggs, Charissa D. Lecuyer, Charles R. Teter III, Christy M. Braile, Debra J. Scarborough, Evan D. Sizemore, Jeffrey C. Carey, Larissa Smith, Laura M. Buhrmester, Mary T. Flanigan, Megan L. Burns-Hasty, Patrick T. Pribyl, Rebecca S. Leal, Tahitia M. Fry, all of the City of KANSAS CITY, Missouri, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 22 day of August 2016.

WESTCHESTER FIRE INSURANCE COMPANY

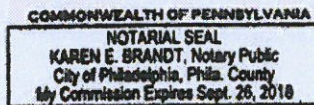


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 22 day of August, AD. 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this day of DEC 15 2016



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER July 22, 2018.





Office of Economic Development
 Division of Small Business Opportunity
 201 W. Colfax Ave, Dept. 907
 Denver, CO 80202
 p: 720.913.1999
 f: 720.913.1808
www.denvergov.org/dsbo

Diversity and Inclusiveness * in City Solicitations Information Request Form

Type in your response, print out, sign and date; or print out and complete manually. Please print legibly.

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.

Business Email Address: rstreno@roadsafetraffic.com

Please include the Email address of the contact person facilitating this solicitation for the City and County of Denver: rstreno@roadsafetraffic.com

Agency Name:

- | | | |
|---|---|--|
| <input type="checkbox"/> Arts and Venue | <input type="checkbox"/> Purchasing Division | <input type="checkbox"/> Sheriff Department |
| <input type="checkbox"/> Auditor Office | <input type="checkbox"/> Human Services | <input type="checkbox"/> Technology Services |
| <input type="checkbox"/> Community Planning | <input type="checkbox"/> Economic Development | <input type="checkbox"/> Other |
| <input type="checkbox"/> Denver International Airport | <input type="checkbox"/> Parks and Recreation | |
| <input type="checkbox"/> Environmental Health | <input type="checkbox"/> Police Department | |
| <input type="checkbox"/> Fire Department | <input type="checkbox"/> Public Works | |

Project Name: 2016 Pavement Marking Master On-Call

BID / RFP No.: 201631445

Name of Contractor/Consultant: RoadSafe Traffic Systems, Inc.

What industry is your business? Pavement Marking / Traffic Control

Address:

6260 Downing St.
Denver CO 80216

Business Phone No.: (303) 298-8407

Business Facsimile No.: (303) 298-0905

OED - Executive Order No. 101
 Diversity and Inclusiveness in City Solicitations Information Request Form
 Rev. 12/29/2015

1. How many employees does your company employ?

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

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

Full-time 607 Part-Time 14

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

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

If Yes, does it address:

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

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

Yearly EEO training for management & employee
Advertise jobs on minority & diversity & female sites
Reach out to new female & minority organizations quarterly.

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

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

- Employee Training
 Pamphlets
 Public EEO postings
 Other
 Not Applicable

5. If you responded that you do not have a diversity and inclusiveness program, describe any plans your company may have to adopt such a program.

[Empty box for response to question 5]

6. How often do you provide training in diversity and inclusiveness principles?

- Monthly
- Quarterly
- Annually
- Not Applicable
- Other Bi-Yearly

6.1 What percentage of the total number of employees generally participate?

- 0 - 25%
- 26 - 50%
- 51 - 75%
- 76 - 100%
- Not Applicable

7. 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.

Recommend employees refer female & minority
Review EEO policy w/ all employees

8. Do you have a diversity and inclusiveness committee? Yes No

8.1 If Yes, how often does it meet?

- Monthly
- Quarterly
- Annually
- Other _____
- No Committee

8.2 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.

HR team & EEO officer manage yearly
training & make sure management is following
through

9. Do you have a budget for diversity and inclusiveness efforts? Yes No
10. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? Yes No
11. Would you like information detailing how to implement a Diversity and Inclusiveness program? Yes No

If yes, please email XO101@denvergov.org.

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

Denise Mai

Signature of Person Completing Form

12.14.16

Date

Denise mai

Printed Name of Person Completing Form

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

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

CITY AND COUNTY OF DENVER
STATE OF COLORADO



Department of Public Works
Bid Documents Package
Contract Number: 2016**31445**



2016 Pavement Marking Master
On-Call

November 15, 2016

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

TABLE OF CONTENTS FOR CONTRACT DOCUMENTS

BID FORM AND SUBMITTAL PACKAGE	<u>PAGE</u>
Bid Form and Submittal Package (bound separately and attached as part of these Bid Documents)	
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Bid Form and Submittal Package Acknowledgment Form	BF-4 through BF-5
Bid Form	BF-6 through BF-8
List of Proposed Minority and Woman Business Enterprise(s)	BF-9 through BF-12
Commitment to Minority and Woman Business Enterprise Participation	BF-13
Minority and Woman Business Enterprise Letter(s) of Intent	BF-14
Joint Venture Affidavit	BF-16
Joint Venture Eligibility Form	BF-17 through BF-19
Bid Bond	BF-20
Diversity and Inclusiveness in City Solicitations Form	BF-21 through BF-24
 <u>BID DOCUMENTS</u>	
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Statement of Quantities	SQ-1 through SQ-2
Notice of Invitation for Bids	BDP-2 through BDP-3
Instructions to Bidders	BDP-4 through BDP-14
Equal Employment Opportunity Provisions	BDP-15 through BDP-25
Appendix A	
Appendix F	
Contract Form	BDP-26 through BDP-32
Index of the General Contract Conditions	BDP-33 through BDP-37
Special Contract Conditions	BDP-38 through BDP-52
Final/Partial Release and Certificate of Payment Forms (Samples)	BDP- 41 through BDP-42
Performance and Payment Bond Form	BDP-53 through BDP-54
Performance and Payment Bond Surety Authorization letter (Sample)	BDP – 55
Notice to Apparent Low Bidder (Sample)	BDP-56 through BDP-57
Notice To Proceed (Sample)	BDP-58
Final Receipt (Sample)	BDP-59
 On-Call Specific Contract Forms	
1. Change Rider	1 page
2. Proposal Request	1 page
3. Proposal Request Pricing Worksheet	1 page
4. Unit Price Sheets for Proposal Request	1 page
5. Contractor Worksheet for Proposal Requests	1 page
6. Work Order	2 pages
7. Work Order Change	2 pages
Prevailing Wage Rate Schedule	8 pages
Technical Specifications	TS- 1 through TS-22



**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
201631445
2016 Pavement Marking Master On-Call
STATEMENT OF QUANTITIES**

Item No.	Description	Estimated Quantity	
202-00250	Removal of Pavement Marking	250,000	SF
626-00005	Mobilization	36	EA
627-00002	Thermoplastic Pavement Marking	42,000	SF
627-00005	Epoxy Pavement Marking	2,100	Gal
627-00008	Modified Epoxy Pavement Marking	1,050	Gal
627-00011	Waterbourne Paint Pavement Marking	1,050	Gal
627-00070	Preformed Thermoplastice Pavement Marking (Long Line/Dashes)(90 Mil)	10,550	SF
627-02010	Preformed Plastic Pavement Marking (Type 1)(In Laid)	21,000	SF
627-02010	Preformed Plastic Pavement Marking (Type 2)(In Laid)	31,600	SF
627-30405	Preformed Thermoplastice Pavement Marking (Words/symbols)(90 Mil)	42,000	SF
627-30407	Preformed Thermoplastic Pavement Marking (Decorative)(90 Mil)	21,200	SF
627-30410	Preformed Thermoplastic Pavement Marking (X-Walk/Stop Line)(90 Mil)	127,200	SF
627-30411	Performed Thermoplastic Pavement Marking (Decorative)(125 Mil)	9,000	SF
627-30412	Preformed Thermoplastic Pavement Marking (Decorative)(Stamped)(125 Mil)	2,100	SF
627-30413	Preformed Thermoplastic Pavement Marking Adhesive (Concrete Surface)(Mfg Recommended)	63,100	SF
630-00003	Uniformed Traffic Control	36	HR



**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
201631445
2016 Pavement Marking Master On-Call
STATEMENT OF QUANTITIES**

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	
630-00013	Traffic Control Management	144	Day
630-80335	Type III Barricade	36	EA
630-80339	Type I Barricade	144	EA
630-80341	Construction Traffic Sign (Panel Size A)	360	EA
630-80344	Construction Traffic Sign (Panel Size B)	180	EA
630-80355	Portable Message Sign Panel	18	Day
630-80358	Advanced Warning Flashing or Sequencing Arrow Panel (C Type)	36	Day
630-80380	Traffic Cone (36 Inch)	7,200	EA
630-85040	Impact Attenuator (Truck Mounted)	36	Day

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

**NOTICE FOR INVITATION FOR BIDS
FOR CONTRACT NO. 201631445**

2016 PAVEMENT MARKING MASTER ON-CALL

**BID SCHEDULE:
11:00 AM, Local Time
DECEMBER 15, 2016**

Sealed bids will be received in Room 6.G.7, 201 West 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: Public Works Contract Administration, 201 West Colfax Avenue, Department 614, Denver, Colorado 80202.

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

GENERAL STATEMENT OF WORK:

The 2016 Pavement Marking Master On-Call will be to install new and/or maintain existing pavement markings within the City and County of Denver. Types of pavement markings include crosswalks, words/symbols, decorative markings, long/dash lane lines, etc. Materials used will consist of thermoplastic pavement marking, preformed thermoplastic pavement marking, epoxy and modified epoxy and waterbourne paint pavement markings, and preformed thermoplastic pavement marking adhesive for asphalt and concrete roadway surfaces. This contract is a Three Year Contract. We are looking to award multiple contracts.

ESTIMATED CONSTRUCTION COST:

The estimated cost of construction for this project is between \$3,402,000.00 and \$3,760,000.00.

TEXTURA CONSTRUCTION PAYMENT MANAGEMENT:

Bidders are required, when preparing a bid, to agree that it shall use the Textura® Construction Payment Management System (CPM System) for this Project and recognizes that all fees associated with the CPM System are to be paid by the awarded Contractor for billings for work performed. 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 866-TEXTURA or www.texturacorp.com.

DOCUMENTS AND BID INFORMATION AVAILABLE:

Contract Documents complete with Technical Specifications and construction drawings, if applicable will be available on the first day of publication at: www.work4denver.com to download digital Contract Documents at a cost of \$10.00 per download (eBid Document Number #4728065). Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance.

PRE-BID CONFERENCE:

A pre-bid conference will be held for this Project at 1:00 PM, local time, on November 29, 2016. This meeting will take place at 201 W Colfax Ave. Denver, CO 80202 Room 4.I.5.

DEADLINE TO SUBMIT QUESTIONS: December 5, 2016 by 2:00 PM local time.

PREQUALIFICATION REQUIREMENTS:

No Prequalification category.

MINORITY AND WOMAN 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 and Woman 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:

3% Minority and Woman Business Enterprise (M/WBE) Participation

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

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

MISCELLANEOUS:

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

As its best interest may appear, the Manager of Public Works reserves the right to reject any or all bids and to waive informalities in bids.

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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.

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

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.

This Bid Form requires unit price bids for representative work items listed. The bidder shall write in the Bid Form spaces provided a unit price for each work 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. Upon completion of all spaces provided for the listed work items, the bidder shall total all of the work item "Amounts" provided by the bidder and write that total, in words and figures, in each space provided on the Bid Form.

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 Department of Public Works (if prequalification is required for this project), in arrears to the City upon debt or contract, or which are defaulters (as surety or otherwise) upon any obligation to the City.

IB-6 INFORMAL AND UNBALANCED BIDS

Any alteration, interlineation, 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 for any work item that are deemed unbalanced or unreasonable so as to disproportionate to reasonable approximations or estimates of the work item or items that do 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 NOT USED

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 Public Works and sending or delivering it to the offices of the Division of Public Works 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 Public Works. 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 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 on the 2nd floor at 201 W. Colfax Avenue, Denver, CO 80202.

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. The low bidders' bids will be reviewed for responsiveness to the requirements of Bid Documents and whether or not the bids contain irregularities which could give any bidder an unfair advantage.

Contract award will be made on the basis of the lowest, total, responsive, qualified bid, which bid shall include the total of all work items listed on the Bid Form. 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 the contract 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 materials purchased prior to the issuance of Notice to Proceed is at the Contractor's risk.

IB-19 BONDING REQUIREMENTS

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

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 WAGE RATE REQUIREMENTS

In preparing any bid hereunder, the Contractor must comply with and should carefully consider 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.

At the time of the preparation of the Contract Documents, the then-current prevailing wage rates applicable to this Project shall be bound within the Contract Documents made available to potential bidders for the Project. If, more than ten (10) days prior to the actual date of bid opening, the Career Service Board determines that prevailing wages rates different from those bound in the Contract Documents are applicable to one or more of the various classes of laborers, mechanics and workers encompassed by this Project, such different prevailing wage rates shall be provided in an addendum. If different prevailing wage rates are determined by the Career Service Board ten (10) or less days prior to the actual date of bid opening, the City will determine on a case by case basis in its sole discretion whether such different prevailing wage rates are to be included in an addendum. In conjunction with such determination, the City may elect, in its sole discretion, to postpone the date of bid opening on the Project. In any event, the bidder will be held, at the actual date of bid opening, to those prevailing wage rates incorporated into the Contract Documents and as modified by any such addenda.

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

IB-23 TAX REQUIREMENTS

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

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

It is the responsibility of the Contractor and its subcontractors to apply to the Colorado Department of Revenue ("CDOR") for a certificate, or certificates, of exemption indicating that their purchase of construction or building materials is for a public project, and to deliver to the City copies of such applications as soon as possible after

approval by the CDOR. Bidders shall not include in their bid amounts the exempt state, RTD, and Cultural Facilities District Sales and Use Taxes.

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

IB-24 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

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

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

IB-25 MINORITY AND WOMAN 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 and Woman 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 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. 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.
4. 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 anytime in accordance with the City's M/WBE Ordinance and procedures established to administer this program and a current copy of the Directory must always be used in preparing a bid. M/WBE certification or listing in the Directory is not a representation or warranty by the City as to the qualifications of any listed M/WBE.
5. In accordance with the provisions of the M/WBE Ordinance, DSBO will evaluate each bid to determine the responsiveness of the bid to the requirements of the M/WBE Ordinance. In determining whether a bidder's committed level of participation meets or exceeds the stated M/WBE goal, DSBO shall base its calculation of applicable amounts and percentages on the total base bid amount, not including any listed alternates, of each bid as follows:
 - a. The bid information provided by the agency will be used to determine the total base bid amount of each bid. Each bidder's total base bid amount will be multiplied by the M/WBE percentage established for the project to determine the exact dollar amount of required M/WBE participation for the Project. This amount will then be compared against the exact dollar amounts for the M/WBE committed for participation by the bidder. If the total dollar amount of participation listed meets or exceeds the established M/WBE dollar amount goal listed, then DSBO will determine that the goal has been met.
 - b. In addition, DSBO will determine the exact commitment percentage for each listed M/WBE by dividing the dollar amount listed for each M/WBE by the total base bid dollar amount submitted by the bidder. These individual percentages, when totaled for all listed M/WBE, will establish the total committed percentage level of M/WBE participation that the bidder must comply with during the life of the contract. In all cases, the committed percentage level of M/WBE participation must equal or exceed the assigned M/WBE goal for the Project.
 - c. In providing the exact dollar amount of participation for each listed M/WBE, a bidder should take care never to round up in determining whether or not the total of these amounts meets or exceeds the established percentage goal. The goal must be met or exceeded by dollar amounts and percentages in order for DSBO to determine that the bidder has met or exceeded the applicable M/WBE goal.
 - d. As previously mentioned, compliance with the M/WBE goal will be determined on the base bid alone. If a bid contains alternates, participation contained in any alternate will not count towards satisfaction of the Project goal. However, should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the M/WBE goal percentage level submitted at bid time, on the base bid, will also apply to the selected alternates and must be maintained for the life of the contract on the total contract amount, including any alternate work. Thus, even though such participation will not be considered in evaluating bids, bidders are urged to consider participation in preparing bids for designated alternates.

- d. On projects where force account or allowance bid items have been included, bidders must meet the M/WBE goal percentage based upon the total base bid, including all such items that are submitted to the City. However, when a force account or allowance is designated by the City to be either performed or purchased from a specific company, the bidder may back out the dollar amount of the force account or allowance from the total base bid and meet the M/WBE goal on the remaining reduced amount.
 - e. On bids which, at the time of bid opening, are equal to or exceed Five Million Dollars (\$5,000,000.00), including any alternates which may be selected, only sixty percent (60%) of the value of the commercially useful function performed by M/WBE suppliers shall count toward satisfaction of the Project goal. On Projects under Five Million (\$5,000,000.00) the value of the commercially useful function of M/WBE supplier(s) will count at a one hundred percent (100%) level. Manufacturer's representatives and packagers shall be counted in the same manner as brokers.
 - f. 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.
6. 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- 26 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-27 GENERAL BIDDING INFORMATION

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

IB-28 PAYMENT PROCEDURE REQUIREMENTS

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

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

For more information:

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

**RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

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

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

APPENDIX A

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

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

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

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

/s/

Manager of Public Works
City and County of Denver

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	FEMALE PARTICIPATION FOR EACH TRADE
From January 1, 1982 to Until Further Notice	From January 1, 1982 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 Public Works, City and County Building, Room 379, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

CONTRACT NO. 201631445

2016 Pavement Marking Master On-Call

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

**Roadsafe Traffic Systems, Inc.
6260 Downing Street
Denver, Colorado 80216**

hereinafter referred to as the "Contractor," party of the second part,

WITNESSETH, commencing on **November 15, 2016**, 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. 201631445

2016 Pavement Marking Master On-Call

WHEREAS, bids pursuant to said advertisement have been received by the Manager of Public Works, 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, Division 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 Drawings
Authorized Work Orders (including proposal pricing requests and attachments, pricing proposals and any clarifications or modifications)

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.

The 2016 Pavement Marking Master On-Call will be to install new and/or maintain existing pavement markings within the City and County of Denver. Types of pavement markings include crosswalks, words/symbols, decorative markings, long/dash lane lines, etc. Materials used will consist of thermoplastic pavement marking, preformed thermoplastic pavement marking, epoxy and modified epoxy and waterbourne paint pavement markings, and preformed thermoplastic pavement marking adhesive for asphalt and concrete roadway surfaces. This contract is a Three Year Contract. We are looking to award multiple contracts.

Each of these Projects shall be separately scoped, designed (as necessary), priced, authorized and completed under the direct oversight of the Transportation Division of the Department of Public Works. The selected contractor shall have all necessary resources available, on an as needed basis, to complete each such Project when directed by the Division during the three (3) year term of the contract, in accordance with the terms and conditions of the On Call Contract Documents.

In order to establish a competitive bidding environment for bidders seeking to perform this Work, the City devised a representative scope of services comprised of work items and units which the City anticipated the successful bidder may be required to perform on the various projects to which the contractor is assigned during the term of this Contract. Each bidder provided a unit price for each representative work item, at the units provided.

The manner in which the projects will be identified and assigned will be as follows:

1. Individual projects will be identified and their specific scope of Work will be explained in detail on drawings and supplemental specifications issued to the contractor in the form of a Proposal Pricing Request.
2. The Contractor will thoroughly review the scope of Work and provide a price (in the format provided by the City) and a project schedule responsive to each Proposal Request. The bid unit prices must be used for all work that corresponds with the unit price descriptions. Work elements that are not covered by any unit prices shall be priced with using the format and cost categories for labor, material and equipment specified herein. For additional information relating to preparation of Proposal Request pricing refer to Special Contract Conditions.
3. Prior to submitting a price, the contractor shall inspect the work site and its surroundings. Although the contractor 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 contractor 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 scope of 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 scope of Work to be done cannot totally be derived from either the Drawings and Technical Specifications or from the Manager or his representatives.

Since the proposal pricing information cannot be guaranteed, the Contractor shall have assumed the risks attendant to successful performance of the scope of 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 contractor at the time of pricing.

4. Upon receipt of the Proposal Request pricing worksheet from the Contractor, negotiation of non-unit price items and agreement on the total price, schedule and any other specific requirements for the requested scope of Work, a Work Order for the specific project will be issued by the City authorizing the Work under the terms and conditions set forth therein and encumbering funds for such Work.
5. Upon receipt of a Work Order Notice to Proceed, the Contractor shall have ten (10) consecutive calendar days to commence the work.
6. During the course of the Work on each Work Order, the Contractor shall submit regular pay applications. The City shall issue payment for Work completed in accordance with the terms and conditions of the Contract Documents.
7. If additions, deletions or other modifications to the scope of Work is required or desired by the City on a particular project authorized by Work Order, a Work Order Change will be issued based on pricing prepared in the same manner as a Proposal Request and under the terms and conditions for issuance of a Change Order under the General Contract Conditions. The Work Order Change will identify any increase or decrease in the cost, change in the period of performance and any other modifications to the performance requirements for that particular Work Order.
8. Upon satisfactory completion and final acceptance of each Work Order, a Final Receipt will be issued and final payment for the Work Order will be made.
9. It is possible that more than one Work Order may be issued and under construction at the same time.

The Contractor agrees to price all Work described in any Proposal Pricing Request issued hereunder, in accordance with the unit price bids for covered items and the terms and conditions contained herein and further 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 in any Work Order issued by the City in accordance with the terms and conditions set forth herein.

3. TERMS OF PERFORMANCE

For any Proposal Pricing Request submitted to the Contractor by the City for pricing, the Contractor agrees to review and, in good faith, submit comprehensive prices for each such Request within fourteen (14) consecutive calendar days of the date of issuance of such Request. In the event the City elects, at its sole discretion, to issue a Work Order pursuant to such a Request, the Contractor agrees to undertake the performance of the specified Work within ten (10) consecutive calendar days of the issuance of a Notice to Proceed for the referenced Work Order. The Contractor agrees to satisfactorily perform and complete all Work or effort required to complete the Work described in each issued Work Order within the period of performance specified in the Work Order and Notice to Proceed, plus such extensions of time as may be granted by the Manager in accordance with the provisions of the General Contract Conditions and Special Contract Conditions incorporated herein.

4. TERMS OF PAYMENT

The City agrees to pay the Contractor for the performance of all of the Work required under each authorized Work Order in accordance with the General Contract Conditions and Special Contract Conditions. In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed the maximum contract amount specified herein.

5. NO DISCRIMINATION IN EMPLOYMENT

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

6. COMPLIANCE WITH M/WBE REQUIREMENT

This Contract is subject to all applicable provisions of 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 this Contract as the “M/WBE Ordinance”. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 of the D.R.M.C., to maintain throughout the duration of this Contract, compliance with the level of minority and Woman business enterprise participation, upon which the City approved the award of this Contract to the Contractor and the Contractor further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the M/WBE Ordinance shall subject the Contractor to sanctions in accordance with Section 28-77 of the D.R.M.C. Nothing contained in this 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.

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 that 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 that 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. DISPUTE 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/Woman 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. MAXIMUM CONTRACT AMOUNT AND TERM

The maximum Contract Amount to be paid by the City to the Contractor for all Work performed under this Contract shall in no event exceed the sum of **Three Million Three Hundred Ninety-Seven Thousand Four Hundred Twenty-Four Dollars and Thirty-Two Cents (\$3,397,424.32)** unless this Contract is modified to increase said amount by a duly authorized, written contract amendment mutually agreeable to and executed by the parties hereto. The term of this agreement shall be three (3) years from the date of execution of this Contract. Any work order issued prior to the expiration of the term shall be performed to completion, even if such performance extends beyond the expiration date and the term of the contract shall be extended to accommodate completion of all outstanding work orders. Additionally, the contract may be extended by a mutually agreeable contract amendment initiated at the sole discretion of the City. Each project will be assigned and authorized separately and no authorized Project cost will exceed **Two Hundred Thousand Dollars and No Cents (\$200,000.00)**.

17. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

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

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



IN WITNESS WHEREOF, the parties have executed this agreement and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: 201631445

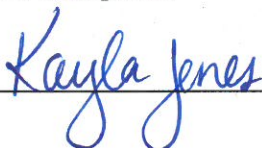
Vendor Name: Roadsafe Traffic Systems, Inc.

By: _____ 

Name: _____ **Robert Streno**
(please print) **Estimator**

Title: _____
(please print)

ATTEST: [if required]

By: _____ 

Name: _____ **Kayla Jones**
(please print)

Title: _____ **Accounts Receivable**
(please print)



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

General Contract Conditions

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CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

SPECIAL CONTRACT CONDITIONS

SC-1 CONSTRUCTION SPECIFICATIONS

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

City and County of Denver:

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

Transportation Standards and Details for the Engineering Division

City and County of Denver Traffic Standard Drawings

Wastewater Management Division

– *Standard Detail Drawings*

– *Public Works Wastewater Capital Projects Management Standard Construction Specifications*

Colorado Department of Transportation:

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

Federal Highway Administration:

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

Building & Fire Codes:

Building Code of the City and County of Denver

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

National Fire Protection Association Standards

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

The aforementioned City and County of Denver documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506, (5th floor), Denver, CO 80202. The *Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS* is available at:

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

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

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

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

SC-2 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-3 ENGINEERING DIVISION / CITY ENGINEER

The Engineering Division is a unit of the Department of Public Works and is supervised by the City Engineer, who is subordinate to the Manager of Public Works. 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 for Transportation are deleted and replaced with references to the Engineering Division and City Engineer, respectively.

SC-4 WASTEWATER MANAGEMENT DIVISION

The Wastewater Management Division is a unit of the Department of Public Works and is supervised by the Deputy Manager of Public Works for Wastewater Management, who is subordinate to the Manager of Public Works. This Division is responsible for the operation and maintenance of the City's wastewater facilities.

SC-5 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 (the “Director”) 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 Director 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:

Denver Department of Public Works

Project Manager
City Project Manager
John Yu

Telephone

(720) 865-3176

SC-6 LIQUIDATED DAMAGES

The Contract Time, as that term is defined under the General Conditions, shall be separately set out in each Work Order. Should the Contractor fail to complete all Work within the Contract Time allocated under that Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages on that Project, and not as a penalty, at the rate of **\$500.00** for each Day that the Contractor exceeds the completion date in the executed Work Order, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES, unless a greater or lesser amount is provided for in the authorized Work Order.

If the Contractor fails to commence work within ten (10) consecutive calendar days of the date of issuance of a Notice to Proceed for a referenced Work Order, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the liquidated damages rate specified in the fully executed Work Order, for each consecutive calendar day after the expiration of the initial ten (10) day period after issuance of a Notice to Proceed that the Contractor fails to commence work on a fully executed Work Order issued by the City, all in accordance with provisions of General Contract Condition 602.

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

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

SC-7 SUBCONTRACTS

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

SC-8 RESERVED

SC-9 PAYMENTS TO CONTRACTORS

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

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
Public Works/Engineering Division	John Yu	720-865-3176

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

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

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

**DEPARTMENT OF PUBLIC WORKS
Engineering Division**

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

(PROJECT NO. and NAME)	Date: _____, 20__.
(NAME OF CONTRACTOR)	Subcontract #: _____.
(NAME OF SUBCONTRACTOR/SUPPLIER)	Subcontract Value: \$ _____.
Check Applicable Box:	Last Progress Payment: \$ _____.
<input type="checkbox"/> MBE <input type="checkbox"/> WBE	Date: _____.
	Total Paid to Date: \$ _____.
	Date of Last Work: _____.

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

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

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

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

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

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

STATE OF COLORADO) ss. CITY OF _____)	(Name of Subcontractor)
Signed and sworn before me this day of _____, 20__.	By: _____
_____ Notary Public/Commissioner of Oaths My Commission Expires _____	Title: _____



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 work or task order.

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/E/DBEs use the exact name listed in the DSBO Directory.

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

SC-10 CONTRACT FORMS

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

1. Performance and Payment Bond
2. Performance and Payment Bond Surety Authorization Letter

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

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

SC-11 CONSTRUCTION INSPECTION BY THE CITY

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

1701 Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings, Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the General Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.

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

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

SC-12 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

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

SC-13 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-14 WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES

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

SC-15 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 does not bill City staff 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-16 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) **Additional Insureds:** For Commercial General Liability and Auto 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) **Waiver of Subrogation:** For all coverages, Contractor's insurer shall waive subrogation rights against the City.

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

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

(9) **Additional Provisions:**

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

SC-17 GREENPRINT DENVER

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

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

This form can be found at:

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

ON-CALL SPECIFIC SPECIAL CONDITIONS:

SC-18 PERFORMANCE OF WORK, AS DIRECTED BY THE CITY

Titles 1 and 3 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

As described elsewhere in the Contract documents, this Contract contemplates performance of services Work by the Contractor on a variety of, as yet to be identified, City construction and demolition Projects on an “as needed” or “on call” bases. Under the terms of this Contract, the City, in its sole discretion, will determine the extent and nature and also specific terms and conditions of each Work scope it requires the Contractor to. Nothing contained herein, however, shall be construed by the Contractor as promise or guarantee of any minimum amount of Work or compensation hereunder.

In the event the City elects to direct the Contractor to perform hereunder, the process by which both a specific Work scope and specific performance terms or conditions will be established prior to commencement of such work shall be as follows:

1. The City will identify a Work scope for the Contractor to perform and will issue to the Contractor a Proposal Pricing Request (in the format provided herein) containing, at a minimum, a detailed Work description, drawings, plans, specifications, the specific terms and conditions under which such Work must be performed and other pertinent materials.
2. In accordance with the terms and conditions of this Contract, the Contractor will review each Request and provide a price (in the Proposal Request Pricing Worksheet format provided herein) and a project schedule responsive to each Proposal Pricing Request. In preparing its price, the Contractor shall include all bid unit prices for any Work that corresponds with any unit price description. Work elements that are not covered by any unit prices shall be priced using the format and cost categories for labor, material and equipment specified herein.
3. Upon receipt of the completed and fully executed Proposal Request Pricing Worksheet from the Contractor, negotiation of non-unit price items and agreement on the total price, schedule and any other specific requirements for the requested scope of Work, a Work Order (in the format provided for herein) for the Work will be issued by the City authorizing the Work under the terms and conditions set forth Work Order and attachments and encumbering funds for the performance of such Work.
4. Upon receipt of the fully executed Work Order and a Work Order Notice to Proceed (in the format provided for herein), the Contractor shall have ten (10) consecutive calendar days to commence the Work.
5. During the course of performance of the Work authorized by each Work Order, the Contractor shall submit regular pay applications, in accordance with provisions of these Special Contract Conditions. The City shall issue payment for all satisfactorily completed Work authorized by Work Order, in accordance with the terms and conditions of the Contract Documents.
6. If additions, deletions or other modifications to the authorized Work scope or other terms or conditions are required or desired in the sole discretion of the City under a particular Work Order, a Work Order Change will be issued based on pricing prepared in the same manner as a Proposal Pricing Request and under the terms and conditions for issuance of a Change Order under the General Contract Conditions. The Work Order Change will identify any increase or decrease in the cost, change in the period of performance and any other modifications to the performance requirements for that particular Work Order.
7. Upon satisfactory completion, notice of Substantial Completion and Final Completion of the Work authorized and performed under each Work Order, Work Order Close-Out will occur, a Final Receipt for that Work Order will be issued, and final payment for the Work Order will be made.
8. Under this Contract, more than one Work Order may be issued and performed by the Contractor at the same time.

Given that under this Contract, the Contractor is committed to make available to the City and, as from time to time directed by the City under the process described, furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the Work described in any Work Order issued in accordance with the terms and conditions set forth herein, certain provisions, terms and conditions included in the General Contract Conditions either will not apply or will apply on a Work Order by Work Order basis rather than an overall Contract basis.

As such, the term Work, as used in the Contract Documents shall mean the Contractor's equipment and physical plant, labor, management, administration, supervision, materials and supplies, and all other things needed to assemble, manufacture, complete or perform the various components into finished improvements pursuant to any Work Order issued pursuant to the Contract Documents. Unless otherwise specified or clearly inapplicable from the context of a given provision, each and every General Contract Condition contained or referenced in the Contract Documents shall apply to and control all Work performed hereunder.

SC-19 PERFORMANCE AND PAYMENT BOND

Title 15 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

A Performance and Payment Bond, in the form included in these Contract Documents, shall be furnished covering all Work performed hereunder. An initial bond in the amount of **Two Hundred Thousand Dollars and No Cents (\$200,000.00)** shall be provided at the time of Contract execution. In the event the dollar amount of Work to be performed exceeds this amount on any given Work Order, the Contractor shall provide properly executed bond Change Riders, also in the form included in these Contract Documents immediately after this provision, in the amount(s) of any additional Work Orders issued hereunder.

SC-20 PROPOSAL REQUEST PRICING

Title 9 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

- A. In order to initiate Work hereunder, the City must prepare and issue a Proposal Pricing Request, in the form included in these Contract Documents. For each Proposal Pricing Request submitted to the Contractor for pricing, the Contractor shall price the request and submit a completed Proposal Request Pricing Worksheet, in the form included in these Contract Documents immediately after this provision and complying with the terms and conditions set forth on the form, to the Project Manager, with all supporting materials, within fourteen (14) consecutive calendar days of the date of issuance of such Proposal Pricing Request. The Contractor shall price each request and prepare the appropriate documentation in accordance with the requirements stated herein.
- B. **Unit Prices** – In pricing a Request, the bid unit prices shall be fully compensation for the Work identified in the unit price description and corresponding specification section, as well as, all costs associated with field and office supervision required, and general and home office markups, overhead and any other direct or indirect costs of the Work not specifically excluded. The only costs that may be excluded from a bid unit prices must be applied to all Work that corresponds to the unit price description in the Bid Form;
- C. **Work Not Covered by Bid Unit Prices** – In pricing the remaining Work in a Request, the Contractor shall provide itemized and sufficient supporting data, including calculations, measurements, cost records, production rates, equipment types and capacity, labor costs by craft and other information which the City may reasonably require in order for the City to evaluate the Contractor's pricing for Work not covered by unit prices for any Proposal Request and Work Order Change pricing.

Direct labor costs shall include only the cost associated with the workers who actually perform the Work (including fringe benefits and the Contractor's actual cost for Worker's Compensation, Social Security and Payroll taxes). The costs of supervision, management and field or office overhead costs shall not be included or calculated as direct labor cost. For shop or plant components of the Work, the direct labor cost shall include only those workers who work directly on the item being manufactured or the actual operators of the equipment being used to handle the items being manufactured.

Material costs shall include the direct costs of materials, supplies and equipment incorporated in or consumed by the Work. The costs shall be based on buying the material, supplies and equipment other than small tools, or equipment rental rates without markup or operator, as listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation.

Equipment costs shall be the actual cost to the Contractor of owned and/or rented equipment other than small tools, or equipment rental rates without markup or operator, as listed in the appropriate rental rate book currently in use by the Colorado Department of Transportation.

- D. **Markup for Overhead and Profit** – The Contractor, subcontractor or sub-subcontractor who actually performs the Work shall be entitled to a markup of 15% on the actual costs identified in item B, only, above. Bonds, insurance and sales tax shall be added **after** markup.

A supervising subcontractor, if any, shall not be entitled to a markup on the actual price charged to the subcontractor by the sub-subcontractor.

The Contractor shall be entitled to a 7% markup on the actual price for the subcontractor's work.

These percentage markups shall be considered to include field and office supervisors and assistants including all clerical and general office help; review and coordination; estimating; expediting; watchmen; small tools; incidental job burdens including office equipment and supplies, temporary toilets, telephone, fax and conformance to OSHA requirements; and general home office expenses. These percentage mark ups shall be applied one time only for each Proposal Request and shall not pyramid in any way.

- E. Bonds, Insurance, Permits and Taxes shall be reimbursed at the actual cost associated with all required bond riders, insurance, permits, licenses, and sales, use or other taxes related to the Work.
- F. If it is later determined that the pricing was not correct due to inaccurate or incomplete pricing data by the Contractor or any subcontractor or supplier, the price shall be reduced accordingly and the Work Order cost modified by a Work Order Change.

SC-21 WORK ORDERS

With respect to Each Work Order Issued hereunder, the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

Upon review of any Proposal Request Pricing Worksheet completed by the Contractor pursuant to a City Proposal Request, the City may, at its sole discretion, reject the pricing submittal or may direct that the Work described in the Proposal Request and priced by the Contractor be completed by issuance of a Work Order, in the form included in these Contract Documents to the Contractor. The City reserves the right to issue such a Work Order, at the price and under the terms of the Contractor's pricing submittal, at any time before the expiration of 120 consecutive calendar days from the date the pricing submittal was received by the City. If no Work Order is issued and the pricing submittal is not rejected within this period, the Contractor's pricing submittal shall be deemed rejected by the City.

SC-22 WORK ORDER NOTICE TO PROCEED

GC-302 of the General Contract Conditions shall generally apply to this Contract as supplemented by the following:

A Work Order Notice to Proceed, in the form included in these Contract Documents for that particular Work Order, will be issued by the Director at such time as the Work Order is executed by the Contractor and all designated City officials, and the Contractor has submitted a Payment and Performance bond or Bond Change Rider for the Work described in the Proposal Request, in accordance with SC-20, PERFORMANCE AND PAYMENT BOND, and which are satisfactory to the City Attorney. Until a Work Order Notice to Proceed is issued, the City shall have no obligation to compensate the Contractor for Work performed.

SC-23 PROGRESS PAYMENTS FOR WORK ORDERS

Title 9 of the General Contract Conditions shall apply to this Contract as supplemented by the following:

With respect to any Work Order issued hereunder, the terms and conditions of Title 9 shall apply to each Work Order as if such Work Order were a separate Contract. In addition, progress payments for the performance of any Work shall be based on completed Work estimates supported wither by lien releases or properly completed Contractor's Certifications of Payment, in the format included in these Contract Documents, and subject to the following requirements:

1. Each estimate of Work completed for each Work Order shall contain a list of subcontractor and material invoices for all subcontractors and suppliers and shall be based on the approved schedule of values certified by the Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate. Each submittal estimate must specify the percent of the Work complete.
2. Each estimate of Work completed for each Work Order shall specifically identify those M/WBE Subcontractors or Suppliers that the Contractor is utilizing on the Project pursuant to the requirements of Article III, Division 1 of Chapter 28, of the D.R.M.C.
3. Each estimate of Work for each Work Order completed shall be accompanied by either duplicate sets of verified Contractor's Certifications of Payment, in the form included in these Contract Documents, or by verified Partial Release of Contractor forms from each subcontractor and supplier, also in the form included in these Contract Documents. Each estimate of Work for each Work Order completed shall also be accompanied by:
 - a. A written schedule of values, which set out the quantities and costs for the Project; and
 - b. The Project Engineer/Manager's, or as applicable, Consulting Architect/Engineer's estimated statement of the percentage of Work completed for each line item of cost for which the Contractor seeks payment. The Contractor shall also submit to the Auditor and other appropriate officials of the City, in a timely fashion, all information required by the General Contract Conditions.
4. Each estimate of the percentage of Work completed shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; that the quality of the Work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the estimate (except as otherwise noted) and the payments required will be used to discharge such obligation unless previously discharged; and that the Contractor is entitled to payment in the amount requested. The Project Engineer/Manager or the Consulting Architect/Engineer, as appropriate, with the assistance of input from the Project Manager, in the event that such has been retained, will also verify and certify the estimate prior to acceptance by the City.

5. By submitting an application for payment, the Contractor further warrants that:
 - a. Title to Work covered by each submitted estimate of Work completed will pass to the City by incorporation into the completed Work;
 - b. Work covered by previous estimates of Work completed is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens, " except for any interest created by retainage; and
 - c. No Work covered by any estimate of Work completed will have been acquired by the Contractor, or any other person or entity performing Work at the Work site or furnishing materials or equipment for the Project and that no Work covered by any estimate is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the contractor or such other person or entity.
6. Approval of an estimate of Work completed or actual payment by the City shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any estimate item.
7. The terms and conditions regarding retainage contained in General Contract Condition 908 shall apply separately to payments made under each and every Work Order issued hereunder. Moreover, applications for a reduction in retainage must be accompanied by Partial Release of Liens form from each subcontractor or supplier, in the form included in these Contract Documents immediately after this provision via the Textura® system.
8. Pursuant to General Contract Condition 907, the final estimate for payment shall also be accompanied by Final Release of Liens form from each subcontractor and supplier, in the form included in these Contract Documents.
9. Receipt of Contractor's Certification of Payment or Partial Release of Liens form by the City hereunder shall not act to impair the City's obligations imposed by C.R.S. 38-26-107 or successor statute.
10. If the Contractor disputes a subcontractor or supplier entitled to a portion of the previous month's payment, the Contractor need not submit a Contractor's Certificate of Payment or Partial Release of Liens form from such subcontractor and/or supplier. However, in lieu of such submittal, the Contractor shall submit to the City a copy of a written communication from the Contractor to such subcontractor and/or supplier explaining the Contractor's determination not to render payment to such subcontractor or supplier, together with proof of service of such written communication upon such subcontractor or supplier.

SC-24 WORK ORDER CHANGES

Title 11 of the General Contract Conditions shall apply to this Contract, on a Work Order by Work Order basis, as supplemented by the following:

In accordance with all terms and conditions provided for standard change orders under Title 11 of the General Contract Conditions, the City may issue Work Order Changes providing for deletions, additions and modifications to the Work under a duly issued Work Order. Work Order Changes must be issued on the Work Order Change Form, in the form included in these Contract Documents.

SC-25 WORK ORDER CLOSE-OUT

Titles 19 and 20 of the General Contract Conditions shall apply to this Contract, on a Work Order by Work Order basis, as supplemented by the following:

Upon Substantial Completion of all Work performed under each Work Order in accordance with the Contract Documents, final close-out for that Work Order shall be made in accordance with the terms and conditions of Title 20 of the General Contract Conditions.

SC-26 CONTRACT CLOSE-OUT

Upon written notification from the City to the Contractor that no further Work Orders will be issued hereunder and the completion of final close-out for any previously issued Work Orders in accordance with SC-19 WORK ORDER CLOSE-OUT, the Contract shall proceed to final close-out. The Contractor agrees to comply with all applicable Contract close-out procedures and requirements set forth in Section 01010 of the Contract Specifications. In addition, the Contractor agrees to execute and deliver to the City a Final Receipt in the forms previously referenced and to provide to the City a consent of surety covering all Work performed hereunder. Until such time as all Contract close-out procedures are completed and each contract close-out requirement is satisfied, the City shall retain from amounts due the Contractor, in addition to any other withholdings provided for hereunder, a sum not greater than one percent (1%) of the maximum contract amount specified herein.

SC-27 OTHER ON-CALL CONSTRUCTION SERVICES CONTRACTS

In the event the City elects to bid other Construction Services Contracts during the performance period specified herein, the parties specifically agree that the Contractor will not submit a bid or enter into a contract for such Contracts until such time as the City issues to the Contractor written notification that no further Work Orders will be issued hereunder, as provided for in SC-19 CONTRACT CLOSE-OUT.

SC-28 ON-CALL SPECIFIC CONTRACT FORMS

The following listed and attached “Contract Forms” shall be detached and utilized in accordance with the Contract Documents. *(forms located at the end of this section, behind title sheet labeled “SC-28 On-Call Specific Contract Forms”)*

- 1. Change Rider 1 Page
- 2. Proposal Request..... 1 Page
- 3. Proposal Request Pricing Worksheet 1 Page
- 4. Unit Price Sheets for Proposal Request 1 Page
- 5. Contractor Worksheet for Proposal Requests 1 Page
- 6. Work Order..... 1 Pages
- 7. Work Order Change..... 1 Pages

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Roadsafe Traffic Systems, Inc. 6260 Downing Street Denver, CO 80216, a corporation organized and existing under and by virtue of the laws of the State of CO, hereafter referred to as the "Contractor", and Westchester Fire Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, 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 Two Hundred Thousand Dollars and No Cents (\$200,000.00), 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. 201631445 2016 PAVEMENT MARKING MASTER ON-CALL**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this

7th day of February, 2017

Attest:

Robby Ceal
Secretary

RoadSafe Traffic Systems, Inc.

Contractor

By: [Signature]
President

Westchester Fire Insurance Company

Surety

By: [Signature]
Attorney-In-Fact Rebecca S. Leal

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

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

By: [Signature]
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

By: [Signature]
Mayor

By: [Signature]
Executive Director OF Public Works



**PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION**

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

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

RE: RoadSafe Traffic Systems, Inc.

Contract No: 201631445
Project Name: 2016 Pavement Marking Master On-Call
Contract Amount: \$3,397,424.32
Performance and Payment Bond No.: K0960313A

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through
Westchester Fire insurance company,
on January 16, 20 17.

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

If you should have any additional questions or concerns, please don't hesitate to give me a call at
816-960-9000.

Thank you.

Sincerely,

WESTCHESTER FIRE INSURANCE COMPANY

Rebecca S. Leal
Attorney-in-Fact

Denver Public Works/Office of the Executive Director
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dpw
p. 720.865.8630 | f. 720.865.8795

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Contract No. 201631445
2016 Pavement Marking On-Call

BDP - 55

November 15, 2016

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested

Does hereby nominate, constitute and appoint C. Stephens Griggs, Charissa D. Lecuyer, Charles R. Teter III, Christy M. Braile, Debra J. Scarborough, Evan D. Sizemore, Jeffrey C. Carey, Larissa Smith, Laura M. Buhrmester, Mary T. Flanigan, Megan L. Burns-Hasty, Patrick T. Pribyl, Rebecca S. Leal, Tahitia M. Fry, all of the City of KANSAS CITY, Missouri, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 22 day of August 2016



WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss

On this 22 day of August, AD 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 26, 2018

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the **WESTCHESTER FIRE INSURANCE COMPANY**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this _____ day of _____



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER July 22, 2018





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)	10/3/2017	1/17/2017
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York 10036 646-572-7300	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : Starr Indemnity & Liability Company	38318
	INSURER C : American Zurich Insurance Company	40142
	INSURER D : Navigators Insurance Company	42307
	INSURER E :	
	INSURER F :	

COVERAGES ROAHO01 **CERTIFICATE NUMBER:** 14463887 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO-5095745-08	10/3/2016	10/3/2017	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	BAP-9262298-09	10/3/2016	10/3/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	1000023124	10/3/2016	10/3/2017	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$ XXXXXXXX
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC-9262297-09(AOS) WC-5095777-08(ID,WI)	10/3/2016 10/3/2016	10/3/2017 10/3/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	<input checked="" type="checkbox"/> EXCESS GENERAL LIABILITY	N	N	NY16EXC885431IV	10/3/2016	10/3/2017	\$3,000,000 Each Occurrence	\$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE GENERAL LIABILITY POLICY'S GENERAL AGGREGATE LIMIT APPLIES PER PROJECT IS SUBJECT TO A \$5,000,000 AGGREGATE POLICY LIMIT. RE: 2016 Pavement Marking Master On-Call #201631445 - The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with respect to the general liability and automobile liability on a primary and non-contributory basis as required by written contract. Waiver of subrogation applies in favor of additional insured.

CERTIFICATE HOLDER 14463887 CITY AND COUNTY OF DENVER 201 W. COLFAX AVENUE DENVER CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael A. Calabrese</i>
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**PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION
(SAMPLE)**

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

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

RE: (Company name)

Contract No: 201631445
Project Name: 2016 Pavement Marking Master On-Call
Contract Amount:
Performance and Payment Bond No.:

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through _____ insurance company, on _____, 20__.

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

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

Thank you.

Sincerely,

Denver Public Works/Office of the Executive Director
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dpw
p. 720.865.8630 | f. 720.865.8795

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NOTICE OF APPARENT LOW BIDDER
(SAMPLE)

Current Date

To:

Gentlemen:

The EXECUTIVE DIRECTOR OF PUBLIC WORKS has considered the Bids submitted on December 15, 2016 for work to be done and materials to be furnished in and for:

PROJECT No. 201631445 2016 PAVEMENT MARKING MASTER ON-CALL

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

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

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

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

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

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

**NOTICE OF APPARENT LOW BIDDER
(SAMPLE)**

PROJECT NO. 201631445

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 of _____ 20__.

CITY AND COUNTY OF DENVER

By _____

Manager of Public Works

Denver Public Works/Office of the Executive Director
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dpw
p. 720.865.8630 | f. 720.865.8795

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Current Date

**NOTICE TO PROCEED
(SAMPLE)**

Name
Company
Street
City/State/Zip

CONTRACT NO. 201631445, 2016 PAVEMENT MARKING MASTER ON-CALL

In accordance with General Contract Condition 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on _____ with the work of constructing contract number 201631445, as set forth in detail in the contract documents for the City and County of Denver.

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

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

Sincerely,

Lesley B. Thomas
City Engineer

cc:

Denver Public Works/Office of the Executive Director
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dpw
p. 720.865.8630 | f. 720.865.8795

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Certificate of Contract Release
(SAMPLE)

Date

Name
Company
Street
City/State/Zip

RE: Certificate of Contract Release for
201631445, 2016 PAVEMENT MARKING MASTER ON-CALL

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

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

Contractor's Signature

Date Signed

If there are any questions, please contact me by telephone at (720) 913-XXXX. Please return this document via facsimile at (720) 913-1805 and mail to original to the above address.

Denver Public Works/Office of the Executive Director
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/dpw
p. 720.865.8630 | f. 720.865.8795

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SC-28

On Call Specific Contract Forms



EXAMPLE

Department of Public Works
Engineering Department
201 W. Colfax Avenue
Denver, CO 80202
www.denvergov.org/PublicWorks

CHANGE RIDER
#_____

For Bond No. _____ on behalf of _____
dated _____, _____, and in favor of the City and County of
Denver.

The surety hereby gives its consent to the incorporation of the obligations and requirements set forth in Work
Order No. 201631445, Proposal Request No. __, Contract Control No. _____, 2016
PAVEMENT MARKING MASTER ON-CALL, and under Bond No. _____, a copy of
the penal sum of this bond shall be increased by _____
dollars and _____ cents (\$_____), lawful money of the United
States of America.

Provided, however, that the aggregate liability of the surety for any losses occurring prior to the
effective date of this change shall not exceed \$_____, unless modified by subsequent
Change Riders. In no event shall the suretys' liability be cumulative.

Except as modified herein, Bond No. _____, dated _____, _____, is affirmed
and ratified in each and every particular.

Executed this _____ day of _____, 20__.

(Contractor)

(Surety)

Approved for the City and County of Denver

By:_____

Proposal Request



Department of Public Works
Engineering Department
201 W. Colfax Avenue
Denver, CO 80202
www.denvergov.org/PublicWorks

CONTRACT NO. 201631445 – 2016 PAVEMENT MARKING MASTER ON-CALL

CITY & COUNTY OF DENVER, PROJECT MANAGMENT OFFICE
DEPARTMENT OF PUBLIC WORKS, 201 W. COLFAX AVE., DEPT. 509 •DENVER, CO, 80202•(720)
913-XXXX, FAX (720) 913-XXXX

CONTRACTOR: _____ PROPOSAL REQUEST NO. _____:
PROJECT ID #: _____ DATE: _____
WORK ORDER NAME: _____
CONTRACT NO. _____ PROJECT
NAME _____

Submit an itemized quotation for the work described below. Include all costs, time necessary to perform the described work, and the MBE & WBE participation (percentage of work) on the Proposal Request Pricing Worksheet.

This is not a change order, field order or a notice to proceed with the work described.

Description:

EXAMPLE

Note: All work shall be performed under Annual Contract No. 201631445 dated _____, 20___.
Liquidated Damages for this Project will be \$___ per day.)

Proposal Request Pricing Worksheet to be returned by _____, 20__.

Attachments:

ISSUED BY: _____
PUBLIC WORKS/TRANSPORTATION/PROJECT MANAGEMENT OFFICE

cc:

SUBCONTRACTOR WORKSHEET FOR PROPOSAL REQUESTS
MASTER CONTRACT NO.

Project Name

CITY & COUNTY OF DENVER

CITY ENGINEERING, PROJECT MANAGEMENT OFFICE

DEPARTMENT OF PUBLIC WORKS-201 W. COLFAX AVE., DEPT. 509-DENVER, CO 80202- (720) 913-4511, FAX (720) 913-

CONTRACTOR: _____

DATE: _____

MASTER CONTRACT NO. _____

PROPOSAL REQUEST NO.: _____

PROJECT NAME:

SUBCONTRACTOR NAME:

	WORK ITEMS	UNIT PRICE	QUANTITY	TOTALS
1				
2				
3				
4				
5				
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
12				\$ -
13				\$ -
14				\$ -
15	SUBTOTAL	-		\$ -
16				
17				
18	SUBTOTAL			\$ -
19				
20	TOTAL			\$ -
				<u>\$ -</u>

EXAMPLE



On-Call Construction Work Order

Department of Public Works
 Engineering - Capital Project Management
 201 W. Colfax Avenue, Dept 506, Denver, CO 80202
 p: 720-913-4501 f: 720-913-4544
www.denvergov.org/Capital_Projects_Center

Contractor: _____ Business Unit: _____
 Vendor ID: _____ Project No.: _____
 Master Contract/Contract: _____ Project Name: _____
 Work Order No.: _____ Project Manager: _____
 Fund/Org/Acct: _____ Alfresco Number: _____

It is hereby mutually agreed that when this WORK ORDER has been signed by the contracting parties, the following described work order shall be executed by the contractor without changing the terms of the Contract except as herein stipulated and agreed:

The sum, as indicated above, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above described scope of work, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further moneys, extensions of time or other consideration for the above described scope of work to the Contract.

THE CONTRACTOR AGREES to furnish all material and labor and perform all work required to complete the above described work in accordance with requirements for similar work covered by the Work Order, except as otherwise stipulated herein, for the following considerations:

The Sum of \$ _____

Work Order Duration time _____ Calendar Days

Completion Date: _____

Accepted for Contractor by _____ Title _____ Date _____

WORK ORDER NO.	COST SUMMARY			
(By Project Manager)				
Original Work Order Amount	\$		Approved – City Attorney (if applicable)	Date
Previous Work Order Additions	\$		EXAMPLE	Date
SUB-TOTAL	\$			
Previous Work Order Change Deductions	\$			
Net prior to this Work Order Change	\$			
This Work Order Change – Add <Deduct>	\$			
REVISED TOTAL WORK ORDER AMOUNT	\$		Approved – Director, CPM	Date
COST SUMMARY FOR CONTRACT NO.				
Total of all Work Orders Issued	\$0.00		Approved – Using Agency (If non PW)	Date
Previous Additions/ Deductions	\$0		Approved – Project Supervisor	Date
Net Prior to this Change	\$0.00			
This Change – <input type="checkbox"/> Add or <input checked="" type="checkbox"/> Delete	\$0.00			
Revised Contract Amount	\$0.00			
Maximum Contract Amount	\$500,000.00			
Amount Available	\$500,000.00			

NOTE: No person shall authorize or perform any of the above work until the work order has all signatures and has been distributed. Distribution: Prevaling Wage: AUDPWPayRequest@denvergov.org; DSBO@ci.denver.co.us, Project Manager e-mail, Using Agency and pw.contracts@denvergov.org (for pre-encumbrance).



On-Call Construction Work Order Change

Department of Public Works
 Engineering
 201 W. Colfax Avenue, Dept 506, Denver, CO 80202
 p: 720-913-4501 f: 720-913-4544
 www.denvergov.org/publicworks

Contractor: _____ Business Unit: _____
 Vendor ID No. _____ Project No. _____
 Master Contract/Contract # _____ Project Name: _____
 Work Order No. _____ Project Manager _____
 Change Order No.: _____ Fund/Org _____
 Subclass/Program _____

It is hereby mutually agreed that when this CHANGE ORDER has been signed by the contracting parties, the following described changes shall be executed by the contractor without changing the terms of the Contract except as herein stipulated and agreed:

The additional sum, as indicated above, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above described changes to the Contract, and the Contractor hereby agrees to make no further claims demands, or requests of any kind whatsoever for further moneys, extensions of time or other consideration for the above described changes to the Contract.

THE CONTRACTOR AGREES to furnish all material and labor and perform all work required to complete the above described changes in accordance with requirements for similar work covered by the Contract, except as otherwise stipulated herein, for the following considerations:

Add or Subtract to the Contract the Sum of _____

Adjust the Contract completion by ____ Calendar Days

New Completion Date: _____

Accepted for Contractor by _____ Title _____ Date _____

WORK ORDER NO. COST SUMMARY			
(By Project Manager)			
Original Work Order Amount	\$	Approved – City Attorney (If Bond rider)	Date
Previous Work Order Additions	\$		
SUB-TOTAL	\$	Acknowledged by Director – DSBO	Date
Previous Work Order Change Deductions	\$	EXAMPLE	
Net prior to this Work Order Change	\$		
This Work Order Change – Add <Deduct>	\$		
REVISED TOTAL WORK ORDER AMOUNT	\$		
COST SUMMARY FOR CONTRACT NO.		Approved – Director, CPM	Date
Total of all Work Orders Issued	\$		
Previous Additions/ Deductions	\$	Approved – Project Supervisor	Date
Net Prior to this Change	\$		
This Change – <input type="checkbox"/> Add or <input checked="" type="checkbox"/> Delete	\$	Approved – Project Manager	Date
Revised Contract Amount	\$		
Maximum Contract Amount	\$500,000.00		
Amount Available	\$500,000.00		

NOTE: No person shall authorize or perform any of the above work until the change order has all signatures and has been distributed. Distribution: Prevailing Wage: AUDPWPayRequest@denvergov.org; Auditor: Aud_Import@denvergov.org; DSBO@ci.denver.co.us; Project Manager e-mail, Using Agency.

CITY AND COUNTY OF DENVER
STATE OF COLORADO



Department of Public Works
Prevailing Wage Rates
Contract Number: 201631445



2016 Pavement Marking Master
On-Call

November 15, 2016



DENVER
THE MILE HIGH CITY

Career Service Authority

Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

www.denvergov.org/csa

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

FROM: Seth Duhon-Thornton Staff HR Professional

DATE: Tuesday, January 26, 2016

SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Authority 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 is **Friday January 8, 2016** 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. CO160019
Superseded General Decision No. CO20150019
Modification No. 0
Publication Date: 1/8/2016
(8 pages)

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

For questions call (720) 913-5018

Attachments as listed above.

(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.).....\$ 24.73	9.15
(3)-Loader (under 6 cu. yd.) Denver County.....\$ 24.73	9.15
(3)-Motor Grader (blade- rough) Douglas County.....\$ 24.73	9.15
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....\$ 24.88	9.15
(4)-Loader (over 6 cu. yd) Denver County.....\$ 24.88	9.15
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$ 25.04	9.15
(5)-Motor Grader (blade- finish) Douglas County.....\$ 25.04	9.15
(6)-Crane (91-140 tons).....\$ 25.19	9.15

SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)....\$ 19.27		5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....\$ 20.18		5.75
Douglas.....\$ 18.75		3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....\$ 35.13		6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....\$ 13.02		3.20
GUARDRAIL INSTALLER.....\$ 12.89		3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....\$ 12.62		3.21
Douglas.....\$ 13.89		3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....\$ 16.69		5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....\$ 18.22		6.01

LABORER

Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender-		
Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)....	\$ 9.55	3.05
Traffic Control (Sets		
Up/Moves Barrels, Cones,		
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.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41

Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman

Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17

TRUCK DRIVER

Distributor

Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27

Dump Truck

Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27

Lowboy Truck.....	\$ 17.25	5.27
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Mechanic.....	\$ 26.48	3.50
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Multi-Purpose Specialty &

Hoisting Truck

Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88

Pickup and Pilot Car

Denver.....	\$ 14.24	3.77
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Douglas.....	\$ 16.43	3.68
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Semi/Trailer Truck.....	\$ 18.39	4.13
-------------------------	----------	------

Truck Mounted Attenuator....	\$ 12.43	3.22
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Water Truck

Denver.....	\$ 26.27	5.27
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Douglas.....	\$ 19.46	2.58
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Office of Human Resources
Supplemental rates
(Specific to the Denver Projects)
(Supp 35, Date: 01-13-2012)

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (Tunnels Above and Below Ground, shafts and raises):			
	GROUP 1	\$25.12	\$10.81
	GROUP 2	\$25.47	\$10.85
	GROUP 3	\$25.57	\$10.86
	GROUP 4	\$25.82	\$10.88
	GROUP 5	\$25.97	\$10.90
	GROUP 6	\$26.12	\$10.91
	GROUP 7	\$26.37	\$10.94
Power Equipment Operators:			
	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
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Plumbers		\$30.19	\$13.55
Pipefitters		\$30.45	\$12.85
Truck Drivers:			
	GROUP 1	\$18.42	\$10.00
	GROUP 2	\$19.14	\$10.07
	GROUP 3	\$19.48	\$10.11
	GROUP 4	\$20.01	\$10.16
	GROUP 5	\$20.66	\$10.23
	GROUP 6	\$21.46	\$10.31

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

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

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

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

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

GROUP 2 - Conveyor, handling building materials, ditch witch and similar trenching machine, forklift, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier, self-propelled roller, rubber-tires under 5 tons.

GROUP 3 - asphalt plant, backfiller; cableway signalman; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, elevating graders, elevator operator, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, hydraulic backhoes; road stabilization machine, sandblasting Machine, single unit portable crusher, with or without washer, Tie tamper, wheel mounted, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, articulated truck operator, clamshells, 5 cubic yards and under, concrete mixer over 1 Cubic yard, concrete pavers 34E or similar, grade Checker, hoist, 2 drums, mechanic, mixer mobile, Portable crusher, with or without washer; tractor with sideboom, roto-M ill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and Backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, motor grader blade-finish, hoist 3 drum or more.

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

GROUP 7 - tower cranes all types.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Greasemen, Servicemen and Ambulance Drivers, Battery Men, Shuttle Truck or Bus, Flat Rack Tandem Axle.

GROUP 2 - Fork Lift Driver, Straddle Truck Driver, Lumber Carrier, Liquid and Bulk Tankers Single Axle, Combination, Euclid Electric or Similar, Specialty and Hoisting, Truck Drivers Fuel Truck, Grease Truck, Combination Fuel and Grease.

GROUP 3 - Truck Driver Snow Plow, Truck Driver Dump or Type Jumbo and similar type equipment.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards, Tire Man, Cab Operated Distributor Truck Driver.

GROUP 5 - Heavy Duty Diesel Mechanic, Body Man, Welders or Combination Men.

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

CITY AND COUNTY OF DENVER
STATE OF COLORADO



Department of Public Works
Technical Specifications
Contract Number: 201631445



2016 Pavement Marking Master
On-Call

November 15, 2016

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION AND MOBILITY
2016 PAVEMENT MARKINGS MASTER ON-CALL
CCD PRO TRACKING NO. PWTES2015-012**

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 hereinafter modified shall be used for this project.

STANDARD CONSTRUCTION SPECIFICATIONS

The Standard Construction Specifications for this Project shall consist of the applicable sections and subsections, numbered Section 200 through Section 700, of the “Colorado Department of Transportation Standard Specifications for Road and Bridge Construction” adopted in 2011 and as hereinafter modified. The City and County of Denver, Department of Public Works, “Standard Specifications for Construction General Contract Conditions,” 2011 edition shall prevail over any conflicting sections and subsections of this document.

The following Project Special Provisions supplement or amend the referenced “Standard Specifications for Road and Bridge Construction” adopted in 2011 by the Colorado Department of Transportation.

DETAILED CONSTRUCTION SPECIFICATIONS

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

STANDARD CONSTRUCTION DETAILS

It is the intent of the City to use applicable details from the Colorado Department of Transportation M&S Standards, the City of Denver’s Wastewater Management Division Standard Details, and the Denver Water Department’s Standard Drawings, most recent editions. Drainage related appurtenances shall follow the City and County of Denver (CCD), Department of Public Works document titled “Storm Drainage and Sanitary Sewer Construction Detail and Technical Specifications”. This document can be found at the following web address: www.denvergov.org

The Colorado Department of Transportation (CDOT) Special Provisions, Standard Special Provisions are to be used for the project. Use CDOT Project Special Provisions that revise the above described documents, and prevail over above described documents.

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION AND MOBILITY
2016 PAVEMENT MARKINGS MASTER ON-CALL
CCD PRO TRACKING NO. PWTES2015-012**

The Colorado Department of Transportation’s Standard Specifications for Road and Bridge Construction, dated 2011, controls construction of this project. The following Special Provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and Plans.

PROJECT SPECIAL PROVISIONS

	(October 25, 2016)	<u>Page No.</u>
Index	(October 25, 2016)	i
Revision of Section 202 – Removal of Structures, Asphalt Mat & Obstructions	(October 25, 2016)	1
Revision of Section 626 – Mobilization	(October 25, 2016)	2
Revision of Section 627/713 – Pavement marking	(October 25, 2016)	3
Revision of Section 630 – Uniformed Traffic Control	(October 25, 2016)	5
Revision of Section 630 – Construction Zone Traffic Control	(October 25, 2016)	6

CDOT STANDARD SPECIAL PROVISIONS

Description	Date	No. of Pages	Page No.
Revision of Sections 614/713 – Sign Panel Sheeting	(August 11, 2016)	2	11
Revision of Sections 627/713 – Glass Bead for Pavement Marking	(January 31, 2015)	2	13
Revision of Sections 627/713 – Modified Epoxy Pavement Marking	(May 12, 2016)	3	15
Revision of Section 713 – Epoxy Pavement Marking	(January 15, 2015)	2	18
Revision of Section 630 – Retro reflective Sign Sheeting	(May 8, 2014)	1	20

**REVISION OF SECTION 202
REMOVAL OF STRUCTURES, ASPHALT MAT AND OBSTRUCTIONS**

Section 202 of the Standard Specifications is revised as follows:

Subsection 202.05 is hereby revised as following:

The pavement surface area to be covered with pavement marking material shall be blast cleaned by an approved method, prior to the application of pavement primer or prior to the placing of pavement marking material when used without a pavement primer. A dustless-abrasive shot blasting, power washing, or other approved cleaning method may be used to do the removal work. Cleaning method will be applied to remove all dirt, laitance, curing compound residue, and existing pavement markings. All loose dust and dirt shall be removed before application of pavement primer or pavement marking material.

Subsection 202.11 is hereby revised as follows:

Removal of pavement marking will be measured in square feet, completed and accepted. Cleaning method used on the pavement that is to be covered with new pavement marking material will not be measured and paid for separately but shall be included in the cost of the work.

Subsection 202.12 is hereby deleted and replaced as follows:

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

Payment will be made under:

Pay Item

Removal of Pavement Marking

Pay Unit

Square Feet

When the Contract does not include pay items for Removal of Structures and Obstructions, the removal will not be paid for separately but shall be included in the work.

**REVISION OF SECTION 626
MOBILIZATION**

Section 626 of the Standard Specifications is Revised as follows:

DESCRIPTION

Section 626.01 of the Standard Specifications is hereby revised as follows:

This work consists of the mobilization of personnel, equipment and supplies at the project site in preparation for work on the project. This item shall include all costs incurred or labor and operations which must be performed prior to beginning the other items under the Contract.

Subsection 626.02 is hereby revised as follows:

Mobilization shall be paid as a bid item. Partial payments will be made with each pay application as the work progresses. These partial payments will be made as follows:

- (1) When 5 percent of the original contract amount is earned, 25 percent of the amount bid for mobilization, or 1¹/₂ percent of the original contract amount, whichever is less, will be paid.
- (2) When 10 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, or 2 percent of the original contract amount, whichever is less, will be paid.
- (3) When 25 percent of the original contract amount is earned, 60 percent of the amount bid for mobilization, or 3 percent of the original contract amount, whichever is less, will be paid.
- (4) When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is less, will be paid.
- (5) Upon completion of all work on the project, payment on any amount bid for mobilization in excess of 5 percent of the original contract amount will be paid.
- (6) The total sum of all payments shall not exceed the original contract amount bid for the item, regardless of the fact that the contractor may have, for any reason shut down the work on the project or moved equipment away from the project and then back again.

For the purpose of this Section the term “original contract amount” as used above shall mean the amount bid for the construction items in the Contract not including the amount bid for mobilization.

Payment will be made under:

Pay Item
Mobilization

Pay Unit
Each

**REVISION OF SECTION 627 AND 713
PAVEMENT MARKING**

Section 627 of the Standard Specifications is revised as follows:

Subsection 627.03 is revised to include the following:

627.03 (a) *Pavement Marking Plan* - When pavement marking location details are not provided in the Contract, the Contractor shall submit a layout of existing conditions to the Engineer for approval or modification. Layouts for striping should match existing conditions and roadway striping must be confirmed with Traffic Engineering Services prior to installation of final striping.

Subsection 627.13 is revised to include the following:

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

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Thermoplastic Pavement Marking	Square Foot
Epoxy Pavement Marking	Gal
Modify Epoxy Pavement Marking	Gal
Waterbourne Paint Pavement Marking	Gal
Preformed Thermoplastic Pavement Marking (Long Line/Dashes)(90Mil)	Square Foot
Preformed Thermoplastic Pavement Marking (Type 1)(In Laid)	Square Foot
Preformed Thermoplastic Pavement Marking (Type 2)(In Laid)	Square Foot
Preformed Thermoplastic Pavement Marking (Words/Symbols)(90 Mil)	Square Foot
Preformed Thermoplastic Pavement Marking (Decorative)(90 Mil)	Square Foot
Preformed Thermoplastic Pavement Marking (X-Walk/Stop Line)(90 Mil)	Square Foot
Preformed Thermoplastic Pavement Marking (Decorative)(125 Mil)	Square Foot
Preformed Thermoplastic Pavement Marking (Decorative)(Stamped)(125 Mil)	Square Foot
Preformed Thermoplastic Pavement Marking Adhesive (Concrete Surface) (Manufacturer Recommended)	Square Foot

Preparation of Pavement surface prior to installation of new pavement marking material shall be completed in accordance with Revision of Section 202.05. Work will not be measured and paid for separately but shall be included in the work.

**REVISION OF SECTION 627 AND 713
PAVEMENT MARKING**

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

(a) *General.*

Preformed thermoplastic markings shall be composed of aggregates, pigments, binders and Glass beads, and shall conform to AASHTO designation M 249 with the exception of the relevant differences due to the fact that the material is supplied in a preformed state. The material shall be either alkyd or hydrocarbon based. Only preformed thermoplastic pavement markings material listed on the Departments approved products list may be used.

(b) *Physical Requirements.*

1) Graded Glass Beads. The material shall contain a minimum of 30 percent graded glass beads by weight. The beads shall be clear and transparent. Twenty percent or less shall consist of irregular, fused spheroids, or silica. The refractive index shall be at least 1.50.

2) Pigments. White – Sufficient titanium dioxide pigment shall be used to insure a color similar to Federal Highway White, Color Number 17886, conforming to Federal Standard 595. Yellow – Sufficient yellow pigment shall be used to insure a color similar to Federal Highway Yellow, Color Number 13655, conforming to Federal Standard 595. The yellow pigment shall be organic and contain no lead chromate.

3) Skid Resistance. The surface of the preformed thermoplastic markings shall provide a minimum resistance value of 45 BPN when tested according to ASTM E 303.

4) Thickness. The material shall be supplied at a minimum thickness of **90** mils.

5) Environmental Resistance. The preformed thermoplastic material shall be resistant to deterioration due to exposure to sunlight, water, oil, gasoline, salt and adverse weather conditions.

6) Application. The top surface material must have regularly-spaced indents which provide a visual cue during application that the material has reached a molten state indicating satisfactory adhesion and proper bead embedment has been achieved. Installation must be a no preheated of surface material.

7) Concrete surface adhesive. When Preformed Thermoplastic material is installed on concrete surfaces the materials manufacturer recommended sealer for concrete application shall be used by the installer to ensure the best application on concrete surfaces.

**REVISION OF SECTION 630
UNIFORMED TRAFFIC CONTROL**

Section 630 of the Standard Specifications is hereby revised for this project as follows:

Subsection 630.09 shall include the following:

Uniformed Officers - The Contractor shall employ off-duty police officers to provide traffic control and traffic enforcement throughout the project as required by the Project Manager. Authorization must be made by the Contractor in advance of working arrangements for Uniformed Traffic Control. Arrangements for officers shall be made at least 2 weeks in advance by contacting the following police agency:

Denver Police Department (Special Events Unit)
Phone Number: (720) 913-6034

Subsection 630.15 shall include the following:

Uniformed Traffic Control will be measured by the total number of hours that are required for uniformed traffic control including minimum shift hours required by the agency.

Subsection 630.16 shall include the following:

The accepted number of hours of Uniformed Traffic Control will be paid for at the contract unit price per hour.

Uniformed Traffic Control (Vehicle) will not be measured separately but shall be included in the price for the uniformed traffic control officer and traffic control vehicle.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Uniformed Traffic Control	Hour

Hours of Uniformed Traffic Control that are not authorized or approved will not be paid for. Scheduling of traffic control will not be measured and paid for separately, but shall be included in the work.

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

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

Subsection 630.01 shall be revised to include the following:

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

Subsection 630.05 Traffic Cones shall include the following:

Steel drum channelizing devices shall not be used for traffic control

Subsection 630.06 Channelizing Devise (fixed) shall include the following:

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

Subsection 630.09 General shall include the following:

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

Subsection 630.10(a), shall include the following:

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

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

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

Subsection 630.10(a)(1) shall be added as follows:

The key elements of the Contractor's method of handling traffic (MHT) are outlined in subsection 630.10(a).

The components of the Traffic Control Plan (TCP) for this project are included in the following:

- Subsection 104.04 and Section 630 of the Standard Specifications.
- Tabulation of Traffic Engineering Items included in the plans for this project.
- Latest revised Standard Plan S-630-1, Traffic Controls for Highway Construction and Standard Plan S-630-2.

Special Traffic Control Plan requirements for this project are as follows:

1. During the construction of this project, traffic shall use the present traveled roadway.

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

2. Work that interferes with traffic on will only be permitted during the following hours:
 - The Contractor shall perform all the work on the roadway between the hours of 8:30 AM and 3:30 PM or as approved by the Project Engineer. Weekend and nighttime work will be allowed with the prior written approval of the Project Engineer. During this time, only one lane can be closed on each approach.
 - Work will not be permitted that directly or indirectly interferes with the flow of traffic between the hours of 5:30 AM and 8:30 AM Monday through Friday; between the hours of 3:30 PM to 6:30 PM Monday through Thursday; and after 2:00 PM on Fridays unless otherwise authorized by the Project Engineer.
 - No work on Holidays
 - Contractor shall not close lanes during special events.
 - Contractor shall coordinate lane closures with adjacent projects.
 - Contractor shall maintain business access during business hours.
 - The Contractor shall coordinate all of the work on the roadway during any special event with the City and County of Denver.
3. The Contractor shall install construction traffic control devices where they do not block or impede other existing traffic control devices or sidewalks for pedestrians, disabled persons or bicyclists. The Contractor is restricted from storing any materials, construction traffic control devices, signs, etc. in any median area or park area.
4. Vertical cuts or fills greater than 1 inch resulting from construction operations adjacent to traffic lanes, or within the clear zone shall be temporarily sloped at a 6:1 or flatter slope, and delineated at 35 foot intervals immediately after removal operations to safeguard the traveling public.
5. Construction equipment used on this project shall meet the same minimum exhaust requirements as those specified by the manufacturer of the equipment.
6. The Contractor and subcontractors shall equip their construction vehicles with flashing amber lights. Equipment to be used at night shall also be equipped with flashing amber lights. Flashing amber lights on vehicles and equipment shall be visible from all directions.
7. The Contractor shall maintain access to all roadways, side streets, walkways, alleyways, driveways, and hike/bike paths at all times unless otherwise directed by the Engineer. Parking areas temporarily disturbed by construction activities shall be restored to a useable condition during non-working hours. Such temporary parking shall utilize an all-weather surface. The Contractor shall develop an Access Maintenance Plan in coordination with, and based on the requirements of, the affected property owners and tenants, and submit it to the Engineer for approval prior to commencement of work. This plan shall detail all barricades, ramps, signs, and temporary means of access required by the property owners or tenants. Prior to commencing any work which affects access to a property, the Access Maintenance Plan for that property must be submitted and approved by the Engineer.

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

8. The Access Maintenance Plan shall be coordinated with all affected owners and tenants. The Access Maintenance Plan shall include documentation of this coordination, including the approval signature of each affected owner or tenant. Should the Contractor be unable to obtain approval and signatures, documentation of the efforts made to obtain said approval and signatures must be submitted. All access shall be maintained on surfaces equal to or better than those existing at the time the access is first disturbed. For short periods of time only as allowed by the Engineer, access may be maintained on an aggregate base course surfaces.
9. The Contractor shall maintain continuous access throughout the project for pedestrians, bicyclists, and disabled persons. When the existing access route is disturbed by construction, a temporary all-weather access shall be provided. All temporary access shall be a minimum of 5 feet wide and meet Americans with Disabilities Act (ADA) requirements. Acceptable all weather surfacing shall be concrete or asphalt surface, or as approved by the Engineer. Delineation of pedestrian access through the work area shall be accomplished using temporary plastic fencing.
10. The costs of maintaining access will not be paid for separately, unless otherwise provided, but shall be included in the work. Utilization of materials to be incorporated into the work may be permitted. However, any degradation or other contamination or destruction shall be corrected at the Contractor's expense prior to acceptance.
11. During non-construction periods (evenings, weekends, holidays, etc.) all work shall be adequately protected to insure the safety of vehicular and pedestrian traffic, as detailed in the Contractor's MHT. Excavations or holes shall be filled in or fenced when unattended.
12. Whenever the Contractor removes, obliterates, or overlays any pavement markings, he /she shall replace them on a daily basis prior to opening the affected areas to traffic. All temporary pavement markings shall fully comply with the Standard Specifications and Special Provisions.
13. The Contractor shall not have construction equipment or materials in the lanes open to traffic any time unless directed by the Engineer.
14. All personal vehicle and construction equipment parking is prohibited where it conflicts with safety, access, or the flow of traffic. Landscaped areas, public park areas, and roadway shoulders shall be kept clear of parking and storage of all personal and construction equipment except where approved by the Engineer.
15. The Contractor shall not place tack coat on any surface to be paved where traffic will be forced to travel upon fresh bituminous materials.
16. The Contractor shall be required to make arrangements with the Regional Transportation district (RTD) prior to closing any existing bus stops within the project limits. Temporary stops will be required as directed by the Engineer and as required by RTD. For bus stop/route conflicts Regional Transportation District, RTD / 1560 Broadway, Suite 700, Denver, CO 80202 shall be contacted two business days prior to start of construction.

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

18. No work that interferes with traffic will be allowed on holidays or any day of a three-day or four-day weekend that includes a holiday. Holidays on which this restriction applies consist of those holidays recognized by the State of Colorado as listed in subsection 101.36
19. All lane closures shall be subject to the approval of the Engineer. Request for each closure shall be made at least 24 hours in advance of the time the lane closure is to be implemented. Lane closures will not be allowed to remain unless being utilized in continuum for the intended purpose for which they were set up.
20. During no-working hours, the roadways shall be restored to a safe travel conditions for the free flow of traffic. Any maintenance required restoring the roadways to this condition, including the pavement patching and grading, shall be done prior to opening the areas to traffic or completing work for the day.
21. The Contractor shall clean the roadway of all construction debris before opening it to traffic.
22. Two-way traffic shall be maintained on all two-way streets, via flagging if necessary for closures of less than one day unless authorized by the Project Engineer and the Traffic Engineering Services Department. One lane, one-way traffic shall be maintained at all times on one-way streets outside of the Central Business District and two lanes, one-way traffic shall be maintained at all times within the Central Business District.
23. All flagging stations used at night shall be illuminated with floodlights. Street, highway lights and “high mast lighting” may be used for flagging station illumination when approved by the Engineer. Floodlights shall be located and directed so as not to interfere with the sight of any motorists, and the cost to be included in the work.
24. Prior to removal and resetting of any sign the Contractor and Engineer shall prepare an inventory. Any signs damaged due to the Contractor’s operations shall be replaced in kind or repaired by the Contractor at no additional cost to the project.
25. Unless noted otherwise, all costs incidental to the foregoing requirements shall be included in the original contract prices for the project, including any additional traffic control items required for haul routes into the project.

Subsection 630.11 shall be revised to include the following:

Number of hours for uniformed traffic control shall be tabulated for submittal.

Subsection 630.13 shall be revised to include the following:

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

All lane closures require an arrow board to be installed.

All streets that will be reduced in the number of travel lanes should have variable message boards installed for a minimum of 3 days after the striping change to inform drivers of the lane reduction.

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

Subsection 630.15 is hereby revised to include the following:

The Contractor shall furnish all other personnel – including flaggers, traffic control inspector, and traffic control supervisor - and other materials necessary to perform the Construction Zone Traffic Control as required and these quantities will not be measured but will be included in the cost of Traffic Control Management.

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

Subsection 630.16 is hereby revised to include the following:

All costs incidental to maintenance of access will not be paid for separately, but shall be included in the work.

All costs incidental to the foregoing requirements shall be included in the original contract prices for the project.

Traffic Control Management, vehicles, traffic control devices, flagging, and all other work, materials and equipment necessary for the mobile pavement marking zone will not be measured and paid for separately but shall be included in the work. This includes any necessary temporary “no parking” signs that are to be posted at least 24 hours in advance where necessary to do striping work adjacent to parking lanes.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Control Management	Day
Type III Barricade	Each
Type I Barricade	Each
Construction Traffic Sign (Panel Size A)	Each
Construction Traffic Sign (Panel Size B)	Each
Portable Message Sign Panel	Day
Advance Warning Flashing or Sequence Arrow Panel (A Type)	Day
Traffic Cone	Each
Impact Attenuator	Day

**REVISION OF SECTIONS 614 AND 713
SIGN PANEL SHEETING**

Sections 614 and 713 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 614.04 and replace with the following:

614.04 Sign Panels

Sign panel materials shall conform to Section 713 and to the details shown on the plans.

Sign panels shall be produced in accordance with the retroreflective sheeting manufacturer's recommendations.

Layout and font design shall conform to the "Standard Highway Signs" published by FHWA. Font selection for guide sign legends shall conform to the most recent version of the "CDOT Sign Design Manual". Sign layouts for special signs shall be in accordance with the detailed sign layouts proved in the plans or by the Engineer.

Silk screen and digital process figures shall be in accordance with the plans and series figures described in the current editions of "Standard Highway Signs", published by the FHWA, and the "Colorado Supplement to Standard Highway Signs".

All exposed lockbolt fastener heads on the faces of the sign panels shall be covered with material matching the background of the panel.

All sign panels shall be identified with the month and year that the sign was manufactured. The date shall be located on the lower right side of the back of the sign panel and shall be approximately ¼ inch high. The date shall be stamped or adhered onto the sign panel material for a permanent record. This work will be paid for as part of the Item.

In subsection 713.1.04, delete Table 713-1 and replace with the following:

Table 713.1

Application	Aluminum		Steel
	ASTM Designation	Allow No.	ASTM Designation
Sign panels	B 449 ¹ B 921 ¹	6061-T6 5052-H36 5052-H38	A 653 ²
Traffic controller cabinets	B 209	6061-T6	A 709 Grade 36
Clip bolts	B 211	2024-T4	
Locknuts or steel nuts and bolts	B 211	2014-T4	A 307
Clips and backing angles	B 221	6061-T6	

¹In lieu of ASTM treatment, aluminum sign blanks shall receive a Class 2 anodized coating prior to the placement of retroreflective sheeting.

² Steel sheets shall have a Z600 zinc coating in accordance with ASTM A 653 and a light phosphate coating. Phosphate coating of 3.5 oz./sq. ft. will be required for application with reflective sheeting. Nuts and bolts shall be galvanized or cadmium plated.

**REVISION OF SECTIONS 614 AND 713
SIGN PANEL SHEETING**

Delete subsection 713.04 and replace with the following:

713.04 Sign Message Materials

The legend, border, and overlay shall be used in accordance with the sheeting manufacturer's recommendation. Retroreflective sheeting background material shall be approved in the Department's Approved Product List; and the retroreflective sheeting background material shall be the type as specified on the plans. At a minimum, ASTM 4956 Type IV shall be used for ground mount signs. ASTM D4956 Type XI shall be used for Class III overhead signs.

For Class III overhead signs, the legend and borders shall be ASTM D4956 Type XI sheeting.

All reflective sheeting shall be sealed at the seams and edges as recommended by the manufacturer.

Delete subsection 713.06 and replace with the following:

713.00 (unused)

**REVISION OF SECTIONS 627 AND 713
GLASS BEADS FOR PAVEMENT MARKING**

Sections 627 and 713 of the Standard Specifications is hereby revised for this project as follows:

In subsection 627.04, shall include the following:

Glass beads shall be applied into the paint by means of a low pressure, gravity drop bead applicator.

In subsection 627.05, seven paragraph, delete the second sentence and replace with the following:

Glass beads shall be applied into the epoxy pavement marking by means of a low pressure, gravity drop bead applicator.

In subsection 627.05, delete the last paragraph and replace with the following:

Epoxy pavement marking and beads shall be applied within the following limits:

	Application Rate or Coverage Per Gallon of Epoxy Pavement Marking	
	Minimum	Maximum
16 - 18 mil marking	90 sq. ft.	100 sq. ft.
Beads	20 lbs.	

Subsection 627.05 (c) shall include the following:

Glass beads shall be applied into the thermoplastic pavement marking by means of a low pressure, gravity drop bead applicator.

In subsection 713.08, delete the first and third paragraphs and replace with the following:

713.08 Glass Beads for Pavement Marking Material

Glass beads for pavement marking shall conform to AASHTO M 247, except for the following:

(1) Gradation:

U.S. Mesh	Microns	% Passing	
		Epoxy and MMA	Waterborne, Low VOC and High Build
16	1180	90-100	100
18	1000	65-80	97-100
20	850		85-100
30	600	30-50	50-70
40	425		10-35
50	300	0-5	0-10
80	180		0-5

**REVISION OF SECTIONS 627 AND 713
GLASS BEADS FOR PAVEMENT MARKING**

- (2) Roundness: All beads shall meet a minimum of 80 percent true spheres in accordance with the Office of Federal Lands Highways FLH T520 or a computerized optical testing method.
- (3) Color / Clarity: Beads shall be colorless, clear, and free of carbon residues.
- (4) Refractive Index: Minimum 1.51 by oil immersion method.
- (5) Air Inclusions: Less than 5 percent by visual count.
- (6) Coatings: Per manufacturer's recommendation for optimum adhesion and embedment.
- (7) Chemical Resistance: Beads shall be resistant to hydrochloric acid, water, calcium chloride, and sodium sulfide as tested per methods outlined in sections 4.3.6 to 4.3.9 of the TT-B Federal Spec.1325D.
- (8) For Epoxy Pavement Marking, a minimum of 40 percent of the total weight shall be manufactured using a molten kiln direct melt method. For Waterborne and Low VOC Paint, a minimum of 15 percent of the total weight shall be manufactured using a molten kiln direct melt method. All molten kiln direct melt glass beads shall be above the 600 μm (#30) sieve.
- (9) Glass beads used for any type of pavement marking shall not contain more than 75 parts per million (ppm) arsenic, 75 ppm antimony and 100 ppm lead, as tested in accordance with EPA methods 3052 and 6010C, or other approved testing method

**REVISION OF SECTIONS 627 AND 713
MODIFIED EPOXY PAVEMENT MARKING**

Sections 627 and 713 of the Standard Specifications is hereby revised for this project as follows:

In subsection 627.05, delete the seventh paragraph and replace with the following:

Modified epoxy pavement marking shall be applied to the road surface according to the modified epoxy manufacturer’s recommended methods at the application rate or coverage shown below. Glass beads shall be applied into the modified epoxy pavement marking by means of a low pressure, gravity drop bead applicator.

In subsection 627.05, delete the last paragraph and replace with the following:

Modified epoxy pavement marking and beads shall be applied within the following limits:

	Application Rate or Coverage	
	Per Gallon of Modified Epoxy Pavement Marking	
	Minimum	Maximum
18 mil marking	85 sq. ft.	90 sq. ft.
Beads	23 lbs.	

Subsection 627.05 shall include the following:

Modified epoxy Pavement Marking shall conform to subsection 713.17.

Subsection 627.13 shall include the following:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Modified Epoxy Pavement Marking	Gal

713.17 Modified Epoxy Pavement Marking Material

Only modified epoxy pavement marking material that is on the Department's Approved Products List may be used. Batches or lots of approved products will be accepted on the project by Certificate of Compliance (COC) in accordance with subsection 106.12. The COC shall confirm that the material meets all CDOT requirements and is the same material that was preapproved in the product evaluation process.

- (10) Formulation. Modified epoxy pavement marking material shall be a two component, 100 percent solids, material formulated to provide simple volumetric mixing ratio of two volumes of component A and one volume of component B unless otherwise recommended by the material manufacturer.
- (11) Composition. The component A of both white and yellow shall be within the following limits:

**REVISION OF SECTIONS 627 AND 713
MODIFIED EPOXY PAVEMENT MARKING**

Resin / Pigment Components (% by Weight)

Pigment	White:	Yellow:
TiO ₂ , ASTM D476, Type II	18-25	10-17
Organic Yellow		6-10
Epoxy Resin	75-82	73-84

The pigment for yellow modified epoxy shall contain no lead or other material such that the cured epoxy could be considered a hazardous waste under EPA or CDPHE regulations. The Contractor shall submit to the Engineer a manufacturer's certification of compliance with this requirement.

- (12) Epoxide Number. The epoxide number of the modified epoxy's resin shall be the manufacturer's target value ± 50 as determined by ASTM D 1652 for white and yellow component A on pigment free basis.
- (13) Amine Number. The amine number on the curing agent (component B) shall be the manufacturers target value ± 50 per ASTM D 2071.
- (14) Toxicity. Upon heating to application temperature, the material shall not produce fumes which are toxic or injurious to persons or property.
- (15) Color. The modified epoxy material, without drop-on beads, shall correspond following requirements:

White – Federal Standard No. 595B-17925. The Yellowness Index (YI) of white shall not exceed 8.0 per ASTM E-313-10 initially.

After 72 QUV exposure per ASTM G-154 with a UVA-340 Lamp at an irradiance of 0.89 W/m²/nm with alternating cycles of 4 hours U.V @ 140° F, and 4 hours humidity @ 122° F the YI shall not exceed 15 when measured per ASTM E-313.

The YI, after 500-hour QUV testing as above, shall not exceed 27.

Yellow – Materials for pavement markings shall meet the initial daytime chromaticity that fall within the box created by the following corner points:

Initial Daytime Chromaticity Coordinates (Corner Points)

	1	2	3	4
x	0.530	0.510	0.455	0.472
y	0.456	0.485	0.444	0.400

After 72-hour QUV exposure per ASTM G-154 with a UVA-340 Lamp at an irradiance of 0.89 W/m²/nm with alternating cycles of 4 hours U.V @ 140° F, and 4 hours humidity @ 122° F the Yellow shall fall within the initial chromaticity coordinates stated above.

**REVISION OF SECTIONS 627 AND 713
MODIFIED EPOXY PAVEMENT MARKING**

- (16) **Drying Time.** The modified epoxy pavement marking material shall have a setting time to a no-tracking condition of not more than 25 minutes at a temperature of 73° F and above.
- (17) **Curing.** The modified epoxy material shall be capable of fully curing under the constant surface temperature condition of 35° F and above.
- (18) **Adhesion to Concrete.** The catalyzed modified epoxy pavement marking material, when tested according to ACI Method 503, shall have such a high degree of adhesion to the specified (4000 psi minimum) concrete surface that there shall be a 100 percent concrete failure in the performance of this test
- (19) **Hardness.** The modified epoxy pavement marking materials, when tested according to ASTM D 2240, shall have a minimum Shore D Hardness value of 80. Samples shall be allowed to cure at room temperature, 75 ± 2 °F for a minimum of 72 hours and a maximum of 168 hours prior to performing the indicated test.
- (20) **Abrasion Resistance.** The abrasion resistance shall be evaluated on Taber Abrader with a 1000 gram load and CS-17 wheels. The duration of the test shall be 1000 cycles. The wear index shall be calculated based on ASTM test method C-501 and the wear index for the catalyzed material shall not be more than 60. The tests shall be run on cured samples of material which have been applied at film thickness of 15 ± ½ mils to code S-16 stainless steel plates. The samples shall be allowed to cure at 75 ± 2 °F for a minimum of 72 hours prior to performing the indicated tests.
- (21) **Tensile Strength.** When tested according to ASTM D 638, the modified epoxy pavement marking materials shall have a tensile strength of not less than 6000 psi. The Type IV Specimens shall be cast in a suitable mold and pulled at the rate of ¼ inch per minute by a suitable dynamic testing machine. The samples shall be allowed to cure at room temperature (75 ± 2 °F) for a minimum of 72 hours and a maximum of 168 hours prior to performing the indicated tests.
- (22) **Compressive Strength.** When tested according to ASTM D 695, the catalyzed modified epoxy pavement marking materials shall have a compressive strength of not less than 12,000 psi. The cast sample shall be conditioned at room temperature, 75 ± 2 °F, for a minimum of 72 hours and a maximum of 168 hours prior to performing the tests. The rate of compression of these samples shall be no more than ¼ inch per minute.

**REVISION OF SECTION 713
EPOXY PAVEMENT MARKING**

Section 713 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 713.17 and replace with the following:

713.17 Epoxy Pavement marking Material

Only epoxy pavement marking material that is on the Department's Approved Products List may be used. Batches or lots of approved products will be accepted on the project by certified test report (CTR). The CTR shall confirm that the material meets all CDOT requirements and is the same material that was preapproved in the product evaluation process.

- (a) Formulation. Epoxy pavement marking material shall be a two component, 100 percent solids, material formulated to provide simple volumetric mixing ratio of two volumes of component A and one volume of component B unless otherwise recommended by the material manufacturer.
- (b) Composition. The component A of both white and yellow shall be within the following limits:

Resin / Pigment Components (% by Weight)

Pigment	White:	Yellow:
TiO ₂ , ASTM D476, Type II	18-25	10-17
Organic Yellow		6-10
Epoxy Resin	75-82	73-84

The pigment for yellow epoxy shall contain no lead or other material such that the cured epoxy could be considered a hazardous waste under EPA or CDPHE regulations. The Contractor shall submit to the Engineer a manufacturer's certification of compliance with this requirement.

- (c) Epoxide Number. The epoxy number of the epoxy resin shall be the manufacturers target value \pm 50 as determined by ASTM D 1652 for white and yellow component A on pigment free basis.
- (d) Amine Number. The amine number on the curing agent (component B) shall be the manufacturers target value \pm 50 per ASTM D 2071.
- (e) Toxicity. Upon heating to application temperature, the material shall not produce fumes which are toxic or injurious to persons or property.
- (f) Color. The epoxy material, without drop-on beads, shall correspond to the following requirements:

White - Federal Standard No. 595B-17925. The Yellowness Index (YI) of white shall not exceed 8.0 per ASTM E-313-10 initially.

After 72 QUV exposure per ASTM G-154 with a UVA-340 Lamp at an irradiance of 0.89 W/m²/nm with alternating cycles of 4 hours U.V @ 140° F, and 4 hours humidity @ 122° F the YI shall not exceed 20 when measured per ASTM E-313.

**REVISION OF SECTION 713
EPOXY PAVEMENT MARKING**

The YI, after 500-hour QUV testing as above, shall not exceed 35.

Yellow - Materials for pavement markings shall meet the initial daytime chromaticity that fall within the box created by the following corner points:

Initial Daytime Chromaticity Coordinates (Corner Points)

	1	2	3	4
x	0.530	0.510	0.455	0.472
y	0.456	0.485	0.444	0.400

After 72-hour QUV exposure per ASTM G-154 with a UVA-340 Lamp at an irradiance of 0.89 W/m²/nm with alternating cycles of 4 hours U.V @ 140° F, and 4 hours humidity @ 122° F the Yellow shall fall within the initial chromaticity coordinates stated above.

- (g) **Drying Time.** The epoxy pavement marking material shall have a setting time to a no-tracking condition of not more than 25 minutes at a temperature of 73° F and above.
- (h) **Curing.** The epoxy material shall be capable of fully curing under the constant surface temperature condition of 35° F and above.
- (i) **Adhesion to Concrete.** The catalyzed epoxy pavement marking material, when tested according to ACI Method 503, shall have such a high degree of adhesion to the specified (4000 psi minimum) concrete surface that there shall be a 100 percent concrete failure in the performance of this test
- (j) **Hardness.** The epoxy pavement marking materials, when tested according to ASTM D 2240, shall have a minimum Shore D Hardness value of 80. Samples shall be allowed to cure at room temperature, 75 ± 2 °F for a minimum of 72 hours and a maximum of 168 hours prior to performing the indicated test.
- (k) **Abrasion Resistance.** The abrasion resistance shall be evaluated on Taber Abrader with a 1000 gram load and CS-17 wheels. The duration of the test shall be 1000 cycles. The wear index shall be calculated based on ASTM test method C-501 and the wear index for the catalyzed material shall not be more than 80. The tests shall be run on cured samples of material which have been applied at film thickness of 15 ± ½ mils to code S-16 stainless steel plates. The samples shall be allowed to cure at 75 ± 2 °F for a minimum of 72 hours prior to performing the indicated tests.
- (l) **Tensile Strength.** When tested according to ASTM D 638, the epoxy pavement marking materials shall have a tensile strength of not less than 6000 psi. The Type IV Specimens shall be cast in a suitable mold and pulled at the rate of ¼ inch per minute by a suitable dynamic testing machine. The samples shall be allowed to cure at room temperature (75 ± 2 °F) for a minimum of 72 hours and a maximum of 168 hours prior to performing the indicated tests.
- (m) **Compressive Strength.** When tested according to ASTM D 695, the catalyzed epoxy pavement marking materials shall have a compressive strength of not less than 12,000 psi. The cast sample shall be conditioned at room temperature, 75 ± 2 °F, for a minimum of 72 hours and a maximum of 168 hours prior to performing the tests. The rate of compression of these samples shall be no more than ¼ inch per minute.

**REVISION OF SECTION 630
RETROREFLECTIVE SIGN SHEETING**

Section 630 of the Standard Specifications is hereby revised for this project as follows:

In subsection 630.02, delete the sixth and seventh paragraphs, including Table 630-1, and replace them with the following:

Retro reflective sheeting for all signs requiring an orange background shall be Type VI or Type Fluorescent.

Retro reflective sheeting for all signs requiring a yellow background shall be Type Fluorescent.

Table 630-1
Retroreflective Sheeting Types

Sheeting Application	Type IV Work Zone	Type VI (Roll-up sign material) Work Zone	Type Fluorescent ¹ Work Zone
All Orange Construction Signs			X
Orange Construction Signs that are used only during daytime hours for short term or mobile operations		X ⁴	X
Barricades (Temporary)	X		X
Vertical Panels	X		X
Flaggers Stop/Slow Paddle	X		X
Drums ²	X		X
Non-orange Fixed Support signs with prefix "W"	X		
Special Warning Signs			X
STOP sign (R1-1) YIELD sign (R1-2) WRONG WAY sign (R5-1a) DO NOT ENTER sign (R5-1) EXIT sign (E5-1a)	X		
DETOUR sign (M4-9) or (M4-10)			X
All other fixed support signs ³	X		X
All other signs used only during working hours	X		X
All other signs that are used only during daytime hours for short term or mobile operations	X	X ⁵	X

1 Fluorescent Sheeting shall be of a brand that is on the CDOT Approved Products List.
 2 Drum Sheeting shall be manufactured for flexible devices.
 3 Fixed support signs are defined as all signs that must remain in use outside of working hours. They shall be mounted in accordance with Standard Plan S-630-1.
 4 RS 24 only.
 5 White only.