

Master Purchase Order

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|---------------------------------------|--|--------------------------------|------------------------------------|
| DO NOT INVOICE TO THIS ADDRESS | | Workday™ Supplier Contract No. | SC-00010255 |
| City & County of Denver | | Date: | 04/01/2025 |
| Purchasing Division | | Payment Terms | NET 30 Resolution (as applicable): |
| 201 West Colfax Avenue, Dept. 304 | | Freight Terms | FOB DESTINATION |
| Denver, CO 80202 | | Ship Via | BEST WAY |
| United States | | Analyst: | Christina Buster |
| Phone: 720-913-8100 Fax: 720-913-8101 | | Phone: | 720-913-8155 |



Workday Supplier ID: DENVR0000000119 Phone: 303-534-1231 Fax: 303-534-1236 Email: jmarvel@brannan1.com

Brannan Sand and Gravel, LLC
2500 Brannan Way
Denver, CO 80229
Attn: Jimmy Marvel

Ship To: Denver Asphalt Plant
5440 Roslyn Street
Denver, CO 80216

Colorado Secretary of State ID: 19941028870

Bill To: As Specified By Agency

U.S. Federal SAM Registry Verification Date: 04/01/2025

1. Goods/Services:

Brannan Sand and Gravel, LLC, a Colorado limited liability company, "Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

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

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A**.

4. Term/Renewal:

The term of this Master Purchase Order shall be from date of City signature to and including 02/28/2028. General Services and the vendor may mutually agree to renew and continue this Master Purchase Order for additional periods at the same pricing structure, terms, and conditions. However, no renewal shall surpass 02/28/2030.

5. Non-Exclusive:

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

6. Inspection and Acceptance:

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

7. Shipping, Taxes and Other Credits and Charges:

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

personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

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

9. Invoice:

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

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Master Purchase Order notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of **one million two hundred thousand dollars (\$1,200,000)**. Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

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

12. Warranty:

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

13. Indemnification/Limitation of Liability:

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

14. Termination:

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

15. Interference:

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

16. Venue, Choice of Law and Disputes:

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

17. Assignment/No Third Party Beneficiary:

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

18. Notice:

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

19. Compliance With Laws:

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

20. Insurance:

Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. 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, Vendor 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 Master Purchase Order. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor 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 Master Purchase Order.

Vendor may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's

breach of this Master Purchase Order or of any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability, and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. For all coverages required under this Master Purchase Order, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 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. Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Vendor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Master Purchase Order.

21. Severability:

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

22. Survival:

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

23. No Construction Against Drafting Party:

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

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

25. Examination of Records and Audits:

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

26. Remedies/Waiver:

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

27. No Discrimination in Employment:

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

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

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

29. Conflict of Interest:

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

30. Advertising and Public Disclosure:

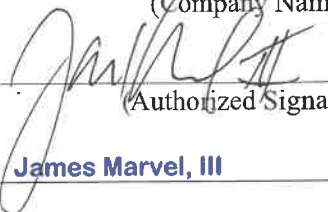
Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

31. Intellectual Property:

Any research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by Vendor in performance of its obligations under this Master Purchase Order shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software license terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

Purchase pursuant to 3.26(e)-This Master Purchase Order is contingent on City Council approval and is void without such action.

This Master Purchase Order is acknowledged and agreed to by:

| | | |
|---------------------|---|---|
| Vendor Name: | Brannan Sand and Gravel Company, LLC dba Brannan Aggregates | City & County of Denver, Purchasing Division |
| | (Company Name) | |
| By: |  (Authorized Signature) | By: <u>Christina Buster</u> |
| Print Name: | James Marvel, III | Print Name: <u>Christina Buster</u> |
| Title: | <u>4-16-25</u> | Title: <u>Associate Buyer</u> |
| Date: | <u>April 16, 2025</u> | Date: <u>04/17/2025</u> |

Procurement Manager: bdh

RENEWALS/REVISIONS: (OPTIONAL)

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO except as specifically noted as a revision (as applicable).

Renewal/Revision No. 1

This Master Purchase Order (MPO) expires on _____.

Should Vendor desire to renewal this contract to and including _____ and revise the aggregate amount to \$ _____, please return this page with an authorized Vendor signature.

Note(s)/ revisions(s):

Vendor Name: _____
(Company Name)

City & County of Denver, Purchasing Division

By: _____
(Authorized Signature)

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal SAMs re-verification date (save to renewal file):

Renewal/Revision No. 2

This Master Purchase Order (MPO) expires on _____.

Should Vendor desire to renew this contract to and including _____ and revise the aggregate amount to \$ _____, please return this page with an authorized Vendor signature.

Note(s)/ revisions(s):

Vendor Name: _____
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

City & County of Denver, Purchasing Division

By: _____

Print Name: _____

Title: _____

Date: _____

Federal SAMs re-verification date (save to renewal file):

Renewal/Revision No. 3

This Master Purchase Order (MPO) expires on _____.

Should Vendor desire to renew this contract to and including _____ and revise the aggregate amount to \$ _____, please return this page with an authorized Vendor signature.

Note(s)/ revisions(s):

Vendor Name: _____
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

City & County of Denver, Purchasing Division

By: _____

Print Name: _____

Title: _____

Date: _____

Federal SAMs re-verification date (save to renewal file):

Renewal/Revision No. 4

This Master Purchase Order (MPO) expires on _____.

Should Vendor desire to renew this contract to and including _____ and revise the aggregate amount to \$ _____, please return this page with an authorized Vendor signature.

Note(s)/ revisions(s):

Vendor Name: _____
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

City & County of Denver, Purchasing Division

By: _____

Print Name: _____

Title: _____

Date: _____

Federal SAMs re-verification date (save to renewal file):

EXHIBIT "A"

Vendor: Brannan Sand and Gravel, LLC
 Solicitation/ Award Title: Asphalt Plant Raw Materials and Related Products
 Solicitation No. /Internal File Reference Location: 0812A

It is recommended that you use your Supplier Contract No. SC-00010255 in all future correspondence and/or other communications.

Description of the goods, and services related thereto, being purchased and pricing:

1. SCOPE OF WORK/ REQUIREMENTS

The successful vendor(s) will provide and deliver sand and rock, as needed, to the City's asphalt plant located at 5440 Roslyn Street, Denver, CO 80216.

a. SPECIFICATIONS:

The following specifications shall apply to all items and each shipment.

- Upon request, vendors will be required to furnish a sample of the goods to be supplied at no cost to the City. Any sample submitted shall create an express warranty that the whole of the goods shall conform to the sample submitted. All samples become the property of the City.
- Samples must be sent to a Materials Testing Laboratory approved by the Materials Tester for Street Maintenance at 5440 Roslyn St., Denver, Colorado 80216. The Testing Laboratory shall test the materials for compliance with these specifications.
- Upon request, the Testing Laboratory shall submit a report certifying that the proposed materials are in compliance with the City's Asphalt Aggregate Specifications. The report shall bear the seal and signature of a Professional Engineer licensed in Colorado and competent in mineral aggregate testing and asphalt hot mix testing and evaluation.
- Aggregate physical properties shall comply with *Item 20 – Asphalt Pavement Materials* of the [Municipal Government Pavement Engineers Council \(MGPEC\)](#).

b. MOISTURE:

The amount of moisture in the Asphalt Aggregate at time of delivery shall not exceed four (4.0%) percent of the weight of the dry aggregate on any shipment made during any part of the day. The City will normally not accept material over the moisture limit. The City reserves the right to accept such material at reduced payment, i.e., Paid Weight-Delivered weight x (100% - moisture content (%)) when moisture content of any shipment is over 4.0% for the full day's deliveries.

c. ASPHALT HOT MIX PROPERTY SPECIFICATIONS:

The Testing Laboratory shall perform an Asphalt Mix Design on the Asphalt Aggregate Total Mix, prior to award after notice to apparent low bidder. This mix design shall be based only on materials and determined proportions actually produced for this agreement. The following physical Asphalt Mix properties must be in accordance with MGPEC Item 20. Asphalt Cement for the mix design may be obtained from and will be supplied by the City.

The vendor shall be required to meet all the Asphalt Aggregate Specifications and Asphalt Hot Mix Property Specifications throughout the award and agreement period. Adjustments to sources, gradation, fracture or processes within the vendor's control may be required to meet the above property specifications. The City shall be notified of any

proposed changes and must first approve of any changes made by the Vendor. Such adjustments shall be adhered to throughout the agreement period unless approved otherwise by the City.

Each of the 2 mix designs (one RAP one NO RAP) shall indicate the proportion of each individual aggregate and combined job mix formula. Each Mix Design shall conform to the corresponding MGPEC Item 20 in accordance with the following table:

| DESCRIPTION | NO RAP | WITH RAP | NO RAP | WITH RAP |
|--------------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Street classification | Residential | Residential | Various | Various |
| Construction Application | Top Lift | Top Lift | Top Lift | Top Lift |
| Aggregate Gradation | Grading Sx | Grading Sx | Grading S | Grading S |
| RAP Quantity | 0% | 25% | 0% | 25% |
| Mix Design Method & Compaction Level | Superpave Gyratory Ndesign, N=75 | Superpave Gyratory Ndesign, N=75 | Superpave Gyratory Ndesign, N=75 | Superpave Gyratory Ndesign, N=75 |
| Asphalt Binder | PG 64-22 | PG 64-22 | PG 64-22 | PG 64-22 |
| Hydrated Lime | 1% Dry Weight of Aggregate | 1% Dry Weight of Aggregate | 1% Dry Weight of Aggregate | 1% Dry Weight of Aggregate |

The vendor shall further provide a test check on either plant or laboratory produced hot mix on each 20,000 tons of delivered asphalt aggregate to assure that the asphalt hot mix property specifications are being met.

The City may reduce this required testing interval as it deems fit. Aggregate for these test checks will be sampled and used at the same gradation as sampled at the point of delivery. Asphalt Cement content will be at design optimum.

d. QUANTITY ESTIMATE:

Quantities of aggregates to be purchased, in accordance with the Job Mix supplied by the Vendor's Mix Design to manufacture, is approximately 250,000 Tons of Asphalt Hot Mix.

Quantities listed are the City's best estimate and do not obligate the Buyer to order or accept more than City's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting agreement is to supply the City with its complete actual requirement of the materials specified in this proposal for the agreement period.

e. ADDITIONAL INFORMATION REQUESTS:

The bidder agrees to furnish, upon the written request of the City's Purchasing Division, any additional information needed to substantiate or clarify the characteristics of the Asphalt Aggregate proposed to be supplied or the bidder's ability to properly perform the services required.

f. GRADATION:

The individual aggregates, when combined as a Total Mix, shall conform to MGPEC Item 20.

These limits represent normally accepted tolerances. Test value results beyond these limits will normally cause the material to be not acceptable. A specific change to the above may be allowed in order to meet the Physical Properties. Such a change will be allowed only after every attempt has been made to meet those specifications without a change. All changes must first be approved by Street Maintenance Materials Tester.

2. F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to the Asphalt Plant, located at 5440 Roslyn Street, Denver, CO 80216, unless otherwise stated.

3. DELIVERY CONSIDERATIONS:

All raw materials for the asphalt plant must be delivered between the hours of 5:30 AM, MT and 5:00 PM, MT, Monday – Friday ONLY.

4. EMERGENCY PURCHASES:

The City and County of Denver reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

5. ENVIRONMENTAL MANAGEMENT SYSTEM, ENVIRONMENTAL POLICY, AWARENESS, AND COMPLIANCE

Some City operations can pose risks to human health and the environment. Proactive environmental management can reduce risk and prevent harm. The Denver Environmental Performance Program (DEPP) is the City's ISO 14001 Environmental Management System (EMS). The DEPP ensures all aspects of City operations with the potential to cause environmental impacts are proactively managed. The DEPP reinforces the City's position that the City's business partners are aware of the City's Environmental Policy, and are responsible for supplying goods and services in a manner consistent with this policy. The DEPP also requires business partners ensure the competency of their staff with respect to the environmental impacts of their duties.

The Environmental Policy of the City & County of Denver, may be found at:

<https://denvergov.org/files/assets/public/v/2/public-health-and-environment/documents/eq/2024-denver-environmental-policy.pdf>

All City business partners are required to comply with federal, state, and local environmental regulations. The DEPP requires all City business partners to be aware of the impacts their products and services have on the environment and implement practices to minimize impacts, prevent pollution, and align outcomes with the City's environmental performance goals.

The Contractor shall provide products and services under this agreement consistent with the City's Environmental Policy and any environmental performance goals identified by the agency for whom the contractor is performing work.

a. Environmentally Preferable Purchasing (EPP) Guidance

The City defines Environmentally Preferable products and services as those having a lesser or reduced effect on human health and the environment when compared with competing products and services serving the same purpose. The City's EPP evaluation may extend to materials of manufacture, packaging, transport, recycled content, energy consumption, local recyclability, waste disposal, and other factors.

Vendors are encouraged to describe any EPP attributes of the goods or services they offer to the City. Applicable EPP considerations may factor in product and service evaluations.

6. SPILLAGE:

Vendor will be responsible for the cleanup of any contamination or spillage resulting from the delivery and unloading within twenty-four (24) hours of such spillage.

7. VENDOR PERFORMANCE MANAGEMENT:

Vendor may be required to furnish a performance report to the analyst on an annual basis, providing information that may include but is not limited to:

FOR GOODS

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Percentage of items shipped from local stock
- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders

Supplier may also be required to provide additional specific reporting/data as required.

8. COOPERATIVE PURCHASING:

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

Vendor(s) must contract directly with any interested governmental agency concerning the matters within this agreement.

9. PRICING (INITIAL AND FUTURE):

All prices quoted shall be firm and fixed through February 28, 2026.

Pricing updates are due no later than 90 days prior to the contract anniversary date and must be verifiable based upon documented manufacturer's price increases.

The vendor must provide a complete template that includes both items with price changes as well as items where changes are not requested. Items with price increases must be clearly identified.

| PRICING UPDATE REQUEST DUE DATE | UPDATED PRICING PERIOD FOLLOWING DUE DATE |
|------------------------------------|---|
| December 1 st | March 1 st through February 28 th |

10. BID ITEMS:

GROUP I: RAW MATERIALS FOR ASPHALT PLANT

ITEM NO. 1: Natural Sand (For Hot Mix Raw Materials)

Estimated Annual Usage: 60,000 Tons; Net Unit Price per ton \$ 20.00

SECONDARY AWARDEE