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# CITY AND COUNTY OF DENVER

## STATE OF COLORADO

DENVER
THE MILE HIGH CITY

## DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

## Contract Documents

## Contract Number: 202157981

## 2021 Pavement Marking On Call

## November 30, 2020

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DENVER
THE MILE HIGH CITY

# NOTICE TO APPARENT LOW BIDDER

**RDP Barricade Company LLC DBA Colorado Barricade Company, LLC**
**2295 S. Lipan Street**
**Denver, CO 80223**

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **January 21, 2021,** for work to be done and materials to be furnished in and for:

*202157981

**CONTRACT – ~~202157753~~ / 2021 Pavement Marking 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**: Forty-Four (44) bid items (202-00257 through 627-00039)** the total estimated cost thereof being: **Six Million Seven Hundred Ninety-Seven Thousand One Hundred Nineteen Dollars and Zero Cents ($6,797,119.00).**

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

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

All construction Contracts made and entered into by the City and County of Denver are subject to Affirmative Action and Equal Opportunity Rules and Regulations, as adopted by the Manager of the Department of Transportation and Infrastructure, and each contract requiring payment by the City of one-half million dollars ($500,000.00) or more shall first be approved by the City Council acting by ordinance 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 (720-913-1999).

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THE MILE HIGH CITY

**NOTICE TO APPARENT LOW BIDDER**
CONTRACT NO. ~~202157753~~ *202157981
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 8th day of February, 2021 2020.

CITY AND COUNTY OF DENVER

By: _____ for
Eulois Cleckley
Executive Director of the
Department of Transportation and Infrastructure

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

**City and County of Denver Department of Transportation & Infrastructure**
Office of Executive Director
201 West Colfax Avenue, Dept 608 | Denver, CO 80202
www.denvergov.org/doti
Phone: 720.865.8630
311 | POCKETGOV.COM | DENVERGOV.ORG | DENVER 8 TV

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Attachment #2

# CITY AND COUNTY OF DENVER

## STATE OF COLORADO

DENVER
THE MILE HIGH CITY

## DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

## Bid Form Package

## Contract Number: 2020XXXXX

## 2021 Pavement Marking On-Call

## November 30, 2020

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

## TABLE OF CONTENTS FOR BID FORM AND SUBMITTAL PACKAGE

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**Bid Bond** ..... BF-15
**Diversity and Inclusiveness in City Solicitations Form** ..... BF-16

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

## BIDDER'S CHECKLIST

These forms comprise the Bid Form and Submittal Package. Please note that a copy of the executed bid bond is to be submitted via QuestCDN at the time of bid opening, and that the original bid bond must be mailed and received within 7 calendar days after the bid due date.

Bidders must utilize the Bid Worksheet in the online bidding section of QuestCDN to submit their bid item pricing. The totals from the worksheet are required on page BF-7 of the Submittal Package.

| FORM/ PAGE NO. | COMMENTS | COMPLETE |
|---|---|---|
| BF-4 – BF-5 | a.) Legal name, address, Acknowledgment signature and attestation (if required) | ☑ |
| BF-6+ | a.) Complete all blanks<br>b.) Legal name required | ☑<br>☑ |
| BF-7 | a.) Write out bid total or bid totals in words and figures in the blank form space(s) provided.<br>b.) Calculate Textura® Construction Payment Management System Fee from chart on pg. BF-3 and write fee in the space provided | ☑ |
| BF-8 | a.) List all subcontractors who are performing work on this project. | ☑ |
| BF-9 – BF-10 | a.) Fully complete Form 1A - List of Proposed Subcontractors, Subconsultants, and/or Suppliers ('Base Bid Total' from BF-7 = 'Total Contract Value') | ☑ |
| BF-11 | a.) Complete all blanks<br>b.) If Addenda have been issued, complete bottom section. | ☑<br>☑ |
| BF-12 | a.) Complete appropriate sections - signature(s) required.<br>b.) If corporation, then corporate seal required. | ☑<br>☑ |
| BF-13 | a.) Fully complete Commitment to Participation | ☑ |
| BF-14 | a.) Fully complete Letter(s) of Intent | ☑ |
| BF-15 | a.) Fill in all Bid Bond blanks<br>b.) Signatures required<br>c.) Corporate Seal if required<br>d.) Dated<br>e.) Attach Surety Agents Power of Attorney<br>or<br>Certified or cashier's check made out to the Manager of Revenue referencing Bidder's Company and Contract Control Number. | ☑<br>☑<br>☑<br>☑<br>☑ |
| BF-16- BF-19 | a.) Each bidder, as a condition of responsiveness to this solicitation, shall complete and return the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their Bid. | ☑ |

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

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

For more information:

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

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

## BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

## CONTRACT NO. 2020XXXXX
## 2021 PAVEMENT MARKING ON-CALL

**BIDDER:** RDP Barricade Company, LLC dba Colorado Barricade Company
**(Legal Name per Colorado Secretary of State)**

**ADDRESS:** 2295 S Lipan Street
Denver, CO 80223

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

**NAME:** Rodney Sowal **TITLE:** Estimator

**EMAIL:** rodney@coloradobarricade.com **PHONE NUMBER:** 720-252-9145

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. 2020XXXXX - 2021 Pavement Marking On-Call**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated November 30, 2020.

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

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

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

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

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

## BID FORM

## CONTRACT NO. 2020XXXXX

## 2021 PAVEMENT MARKING ON-CALL

**BIDDER:** RDP Barricade Company, LLC dba Colorado Barricade Co
**(Legal Name per Colorado Secretary of State)**

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

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on **November 30, 2020**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 2020XXXXX - 2021 Pavement Marking On-Call**, in Denver, Colorado, in full accordance with and conformity to the Plans, Technical Specifications, and Contract Documents hereto attached or by reference made a part hereof, at and for the following price(s) set forth on this Bid Form.

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

*Advertisement of Notice of Invitation for Bids*
*Instructions to Bidders*
*Commitment to MWBE Participation*
*Article III, 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 Release and Certificate of Payment*
*Certificate of Contract Receipt*
*Change Orders (as applicable)*
*Federal Requirements (as applicable)*
*Prevailing Wage Rate Schedule(s)*
*Technical Specifications*
*Contract Drawing*
*Accepted Shop Drawings*

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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 Release and Certificate of Payment
Certificate of Contract Receipt
Change Orders (as applicable)
Federal Requirements (as applicable)
Prevailing Wage Rate Schedule(s)
Technical Specifications
Contract Drawings
Accepted Shop Drawings

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

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

**BIDDER:**

**Name:** Rusty Reynolds

**By:** _____

**Title:** Vice President of Operations

**ATTEST:**

**By:** _____

[SEAL]

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| 2020XXXXX: 2021 Pavement Marking On-Call | | | | | RDP Barricade Company, LLC DBA Colorado Barricade Co. North American Specialty Insurance Company | |
|---|---|---|---|---|---|---|
| **Line Item** | **Item Code** | **Item Description** | **UofM** | **Quantity** | **Unit Price** | **Extension** |
| 1 | 202-00257 | Removal of Pavement Marking Steel teeth grinder equipment) | SF | 275000 | $0.72 | $198,000.00 |
| 2 | 202-00258 | Removal of Pavement Marking (Water Jet Blasting) | SF | 275000 | $0.68 | $187,000.00 |
| 3 | 202 | Removal of Vertical Pavement Marking Element | EA | 150 | $45.00 | $6,750.00 |
| 4 | 626-00005 | Mobilization | EA | 36 | $725.00 | $26,100.00 |
| 5 | 627-00000 | Field Marking Lay Out (Walk-through/ Finalized) | Day | 15 | $800.00 | $12,000.00 |
| 6 | 627-00002 | Thermoplastic Pavement Marking | SF | 42000 | $5.00 | $210,000.00 |
| 7 | 627-00005 | Epoxy Pavement Marking | Gal | 1000 | $65.00 | $65,000.00 |
| 8 | 627-00008 | Modified Epoxy Pavement Marking | Gal | 2500 | $80.00 | $200,000.00 |
| 9 | 627-40000 | Methyl Methacrylate | Gal | 150 | $150.00 | $22,500.00 |
| 10 | 627-00011 | Pavement Marking Paint (Waterborne) | Gal | 1200 | $35.00 | $42,000.00 |
| 11 | 627-00070 | Preformed Thermoplastic Pavement Marking (Long Line/Dashes)(90 Mil) | SF | 10550 | $8.50 | $89,675.00 |
| 12 | 627-02010 | Preformed Plastic Pavement Marking (Type 1)(In Laid) | SF | 20000 | $10.50 | $210,000.00 |
| 13 | 627-02010 | Preformed Plastic Pavement Marking (Type 2)(In Laid) | SF | 35000 | $12.50 | $437,500.00 |
| 14 | 627-30405 | Preformed Thermoplastic Pavement Marking (Words/symbols)(90 Mil) | SF | 42000 | $15.00 | $630,000.00 |
| 15 | 627-30407 | Preformed Thermoplastic Pavement Marking (Decorative)(90 Mil) | SF | 20000 | $11.00 | $220,000.00 |
| 16 | 627-30410 | Preformed Thermoplastic Pavement Marking (X-Walk/Stop Line)(90 Mil) | SF | 360000 | $8.20 | $2,952,000.00 |
| 17 | 627-30411 | Performed Thermoplastic Pavement Marking (Decorative)(125 Mil) | SF | 10000 | $17.00 | $170,000.00 |
| 18 | 627-30412 | Preformed Thermoplastic Pavement Marking (Decorative)(Stamped)(125 Mil) | SF | 2100 | $28.00 | $58,800.00 |
| 19 | 627-30413 | Preformed Thermoplastic Pavement Marking Adhesive (Concrete Surface)(Mfg Recommended) | SF | 437000 | $0.90 | $393,300.00 |
| 20 | 630-00013 | Traffic Control Management | Day | 144 | $1,250.00 | $180,000.00 |
| 21 | 630-80335 | Type III Barricade | EA | 36 | $100.00 | $3,600.00 |
| 22 | 630-80339 | Type I Barricade | EA | 200 | $10.00 | $2,000.00 |
| 23 | 630-80341 | Construction Traffic Sign (Panel Size A) | EA | 360 | $80.00 | $28,800.00 |
| 24 | 630-80344 | Construction Traffic Sign (Panel Size B) | EA | 150 | $80.00 | $12,000.00 |
| 25 | 630-80355 | Portable Message Sign Panel | Day | 15 | $50.00 | $750.00 |
| 26 | 630-80358 | Advanced Warning Flashing or Sequencing Arrow Panel (C Type) | Day | 36 | $50.00 | $1,800.00 |
| 27 | 630-80359 | Portable Message Sign Panel | Day | 30 | $50.00 | $1,500.00 |
| 28 | 630-80380 | Traffic Cone (36 Inch) | EA | 3750 | $8.00 | $30,000.00 |
| 29 | 630-85040 | Impact Attenuator (Truck Mounted) | Day | 30 | $650.00 | $19,500.00 |
| 30 | 627-70036 | Raised Pavement Marker "City Posts" (Concrete Installation) (White) | EA | 250 | $150.00 | $37,500.00 |
| 31 | 627-70038 | Raised Pavement Marker "City Posts" (Asphalt Installation) (White) | EA | 500 | $168.00 | $84,000.00 |
| 32 | 627-70039 | Raised Pavement Marker "City Posts" (Asphalt Installation) (White)(Removable) | EA | 50 | $195.00 | $9,750.00 |
| 33 | 627-70041 | 6' Long Rubberized Parking Blocks (White Reflective Tape)(Asphalt) | EA | 300 | $90.00 | $27,000.00 |
| 34 | 627-70042 | 6' Long Rubberized Parking Block (White Reflective Tape)(Concrete) | EA | 100 | $90.00 | $9,000.00 |
| 35 | 627-70051 | Modular Rubber Speed Cushions (Yellow) | EA | 10 | $260.00 | $2,600.00 |
| 36 | 627-70052 | Modular Rubber Speed Cushions End Cap (Yellow) | EA | 20 | $118.00 | $2,360.00 |
| 37 | 202-00810 | Removal of Ground Sign | EA | 600 | $17.00 | $10,200.00 |
| 38 | 202-00821 | Removal of Sign Panel | EA | 600 | $9.00 | $5,400.00 |
| 39 | 210-00810 | Reset Ground Sign | EA | 600 | $47.00 | $28,200.00 |
| 40 | 614-00009 | Install Sign Panel | EA | 3600 | $9.00 | $32,400.00 |
| 41 | 614-00010 | Install Sign Panel (Special, banding on Utility pole) | EA | 900 | $68.00 | $61,200.00 |
| 42 | 614-00021 | Sign Panel (Furnish Only, Fabrication) | SF | 18 | $13.00 | $234.00 |
| 43 | 614-00216 | Steel Sign Post (2 x 2 Inch Tubing) | LF | 1500 | $8.00 | $12,000.00 |
| 44 | 626-00001 | Mobilization (1 to 99 Signs) | EA | 60 | $175.00 | $10,500.00 |
| 45 | 627-00039 | Flush Mount Flexible Posts (Asphalt Installation) | EA | 300 | $140.00 | $42,000.00 |
| 46 | Textura | Textura Fee (Refer to BF-3) | EA | 1 | $12,200.00 | $12,200.00 |
| **BID ITEMS TOTAL AMOUNT** | | | | | | **$6,797,119.00** |

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~~**Enter totals from QuestCDN Bid Worksheet below:**~~

~~**Bid Items Total Amount (Bid Items Total Amount (202-00257 through 627-00039, (Forty-Four [44]) total bid items)) including Textura Fee.**~~ ~~$_____~~

~~**Base Bid Total Amount:**~~ **Sum of estimated cost for item numbers 202-00257 through 627-00039 (Forty-Five [45]) base bid items and the Textura Fee equals Total Base Bid Amount:**

Six Million, Seven Hundred Ninety Seven Thousand, One Hundred Nineteen Dollars and zero Cents **Dollars ($** 6,797,119.00 **)**

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

The North American Specialty Insurance Co, a corporation of the State of NH, 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 total amount bid. 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:

N/A

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

| Item of Work | Percent (%) of Total; Work | Proposed Subcontractor and Address |
|---|---|---|
| Traffic Control | 3.5 % | Rocky Mountain Signing<br>10335 S Progress Way, Parker, CO 80134 |
| Labor | 2% | Flaggers, Inc<br>420 E. 58th Ave., Suite 116, Denver, CO 80216 |
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DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY

## DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
## 1A - LIST OF PROPOSED SUBCONTRACTORS, SUBCONSULTANTS, AND/OR SUPPLIERS

**City & County of Denver Contract No.:** 2020XXXXX

The undersigned proposes to utilize all listed firms. Any certified firm listed must be certified by the City and County of Denver and a **Letter of Intent (LOI)** submitted for each. If additional pages are required, please copy and attach the second page. This form must be updated and submitted to DSBO when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

| Contractor/Consultant | | |
|---|---|---|
| Name of Firm: N/A | ☐ MWBE (√) ☐ SBE (√) ☐ DBE (√) ☐ EBE (√) | |
| Firm's Representative: | | |
| Signature: | Date: | |
| Address: | | |
| City: | State: | Zip: |
| Phone: | Email: | |
| Total Contract Value $: | Self-Performing Contract Value $: | |

| Subcontractors, Subconsultants, and/or Suppliers | |
|---|---|
| Name of Firm: Rocky Mountain Signing | ☒ MWBE (√) ☒ SBE (√) ☒ DBE (√) ☐ EBE (√) |
| Firm's Representative: Julie Hurley | |
| Phone: 303-840-9877 | Email: julie.hurley@team-rms.com |
| Type of Service: Traffic Control | Contract Value $: 243,250.00 |
| Anticipated Start Date: TBD by Notice to Proceed | Anticipated Completion Date: 12-31-2024 |

| | |
|---|---|
| Name of Firm: Flaggers, Inc. | ☒ MWBE (√) ☐ SBE (√) ☒ DBE (√) ☐ EBE (√) |
| Firm's Representative: Andy Willems | |
| Phone: 303-402-4268 | Email: andy.flaggersinc@hotmail.com |
| Type of Service: Laborer | Contract Value $: 140,940.00 |
| Anticipated Start Date: TBD by Notice to Proceed | Anticipated Completion Date: 12-31-24 |

| | |
|---|---|
| Name of Firm: N/A | ☐ MWBE (√) ☐ SBE (√) ☐ DBE (√) ☐ EBE (√) |
| Firm's Representative: | |
| Phone: | Email: |

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Attachment #2

| | |
|---|---|
| Type of Service: | Contract Value $: |
| Anticipated Start Date: | Anticipated Completion Date: |

| | |
|---|---|
| Name of Firm: N/A | ☐ MWBE (√) ☐ SBE (√) ☐ DBE (√) ☐ EBE (√) |
| Firm's Representative: | |
| Phone: | Email: |
| Type of Service: | Contract Value $: |
| Anticipated Start Date: | Anticipated Completion Date: |

| | |
|---|---|
| Name of Firm: N/A | ☐ MWBE (√) ☐ SBE (√) ☐ DBE (√) ☐ EBE (√) |
| Firm's Representative: | |
| Phone: | Email: |
| Type of Service: | Contract Value $: |
| Anticipated Start Date: | Anticipated Completion Date: |

| | |
|---|---|
| Name of Firm: N/A | ☐ MWBE (√) ☐ SBE (√) ☐ DBE (√) ☐ EBE (√) |
| Firm's Representative: | |
| Phone: | Email: |
| Type of Service: | Contract Value $: |
| Anticipated Start Date: | Anticipated Completion Date: |

| | |
|---|---|
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| Phone: | Email: |
| Type of Service: | Contract Value $: |
| Anticipated Start Date: | Anticipated Completion Date: |

| | |
|---|---|
| Name of Firm: N/A | ☐ MWBE (√) ☐ SBE (√) ☐ DBE (√) ☐ EBE (√) |
| Firm's Representative: | |
| Phone: | Email: |
| Type of Service: | Contract Value $: |
| Anticipated Start Date: | Anticipated Completion Date: |

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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: 2295 S Lipan Street

City, State, Zip Code: Denver, CO 80223

Telephone Number of Bidder: 303-922-7815 Fax No. 303-922-7815

Social Security or Federal Employer ID Number of Bidder: 46-3000981

Name and location of the last work of this kind herein contemplated upon which the Bidder was engaged:
2016 Pavement Marking On-Call

For information relative thereto, please refer to:

Name: David Hermosillo

Title: Project Manager, On-Call Contracts

Address: Department of Transportation & Infrastructure, Transportation Operations

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

Addenda Number 1 Date January 5th, 2021

Addenda Number 2 Date January 13th, 2021

Addenda Number _____ Date _____

Dated this 21st day of January, 2021.

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DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY

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

***This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation goal. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. (Please check the appropriate box):***

**COMPLETE IF YOU ARE A NON MWBE PRIME:**

☒ The City and County of Denver has specified a __5__% MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting __5.5__% MWBE Participation on the contract.

**COMPLETE IF YOU ARE A MWBE PRIME:**

☐ The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting _____% MWBE Participation on the contract.

**COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:**

☐ The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a _____% MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

**The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language.**

| | | |
|---|---|---|
| Bidder/Proposer (Name of Firm): RDP Barricade Company, LLC dba Colorado Barricade Co | | |
| Firm's Representative: Rusty Reynolds | | |
| Title: Vice President of Operations | | |
| Signature (Firm's Representative): | Date: 1/21/2021 | |
| Address: 2295 S Lipan Street | | |
| City: Denver | State: CO | Zip: 80223 |
| Phone: 303-922-7815 | Email: rusty@coloradobarricade.com | |

Revised 7/14/2020

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**Signature of Bidder:**

If an Individual: _____ doing business

as _____.

If a Partnership: _____

by: _____ General Partner.

If a Corporation: RDP Barricade Company, LLC dba Colorado Barricade Co

a Colorado Limited Liability Corporation,

by: _____, its President.

Attest:

_____

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)

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DENVER
ECONOMIC DEVELOPMENT & OPPORTUNITY

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

**Contract No.:** 2020XXXXX **Project Name:** 2021 Pavement Marking On-Call

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

Bidder/Proposer (Name of Firm): Colorado Barricade Co | Self-Performing: ☐ Yes ☒ No

Firm's Representative: Rusty Reynolds Title: Vice President of Operations

Signature (Firm's Representative): Date: 01/21/2021

Address: 2295 S. Lipan Street

City: Denver State: CO Zip: 80223

Phone: 303-922-7815 Email: rusty@coloradobarricade.com

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

Name of Firm: Rocky Mountain Signing | ☒ MWBE(√) ☒ SBE(√) ☐ EBE(√) ☒ DBE(√)

Firm's Representative: Julie Hurley Title: President

Signature: Date: 1/21/2021

Address: 10335 S Progress Way

City: Parker State: CO Zip: 80134

Phone: 303-840-9877 Email: julie.hurley@team-rms.com

Scope of Work: Providing traffic control for installation of pavement marking at various locations for the City of Denver, Department of Transportation & Infrastructure, Contract Number: 2020XXXXX, 2021 Pavement Marking On-Call

NAICS Code(s): 561990 Flagging (i.e. traffic control) services

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

$ 243,250.00 | 3.5 %

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

Name of Firm: N/A

Firm's Representative: Title:

Signature: Date:

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

DSBO Version 1 Last Revised: June 5, 2020

DocuSign Envelope ID: 63E5A390-C7D7-4609-B188-55063A0A6BA4

Attachment #2

DENVER
ECONOMIC DEVELOPMENT & OPPORTUNITY

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

**Contract No.:** 2020XXXXX **Project Name:** 2021 Pavement Marking On-Call

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

Bidder/Proposer (Name of Firm): Colorado Barricade Co | Self-Performing: ☐ Yes ☒ No

Firm's Representative: Rusty Reynolds Title: Vice President of Operations

Signature (Firm's Representative): Date: 01/21/2021

Address: 2295 S. Lipan Street

City: Denver State: CO Zip: 80223

Phone: 303-922-7815 Email: rusty@coloradobarricade.com

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

Name of Firm: Flaggers Inc. | ☒ MWBE(√) ☐ SBE(√) ☐ EBE(√) ☒ DBE(√)

Firm's Representative: Andy Willems Title: Owner/CEO

Signature: Andrea Willems Date: 1/21/2021

Address: 420 E. 58th Ave., Suite 116

City: Denver State: CO Zip: 80216

Phone: 303-428-4268 Email: andy.flaggersinc@hotmail.com

Scope of Work: Providing labor services at various locations for the City of Denver, the Department of Transportation & Infrastructure Contract Number: 2020XXXXX, 2021 Pavement Marking On-Call

NAICS Code(s): 561990 Flagging (i.e. traffic control) services

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

$ 140,940.00 | 2 %

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

Name of Firm: N/A

Firm's Representative: Title:

Signature: Date:

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

DSBO Version 1 Last Revised: June 5, 2020

DocuSign Envelope ID: 63E5A390-C7D7-4609-B188-55063A0A6BA4

DENVER
OFFICE OF ECONOMIC DEVELOPMENT

**Office of Economic Development**
Division of Small Business Opportunity
201 W Colfax Ave, Dept 907
Denver, CO 80202
P: 720.913.1714
F: 720.913.1809
www.denvergov.org/oed

# Diversity and Inclusiveness* in City Solicitations Information Request Form

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

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

**Business Email Address *** rodney@coloradobaricade.com

**Enter Email Address of City and County of Denver contact person facilitating this solicitation *** pw.procurement@denvergov.org

**Project Name *** 2021 Pavement Marking On-Call

**Solicitation No. (Check Below if Not Applicable) *** 2020-xxxxx

☐ Check Here if Solicitation No. is N/A

**Name of Your Company *** Colorado Barricade Co

**What Industry is Your Business? ***

☐ Technology ☐ Financial ☐ Manufacturing
☒ Construction, Landscape, Maintenance Services ☐ Goods/Services ☐ Wholesale/Retail Trade
☐ Professional ☐ Transportation/Hauling ☐ Other

**Address *** 2295 S Lipan Street

**City *** Denver **State** CO **Zip Code *** 80223

**Business Phone Number *** 303-922-7815

**Business Facsimile Number** 303-922-5433

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**1. How many employees does your company employ? ***

☐ 1-10 ☐ 51-100
☐ 11-50 ☒ Over 100

**1.1 How many or your employees are:**

**Number of Full Time: *** 101 **Number of Part Time: *** 2

**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 10. 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. (If Not Applicable, please type N/A below) ***

Member of the Downtown Denver Partnership, Monthly Diversity & Inclusion meetings, Diversity & Inclustion training for all management, EEO policy on all postings & job descriptions.

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

☒ Yes ☐ No

**If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply) ***

☒ Employee Training
☐ Pamphlets
☒ Public EEO Postings
☐ Other:

**5. How often do you provide training and diversity and inclusiveness principles? ***

- [x] Monthly
- [ ] Quarterly
- [ ] Annually
- [ ] N/A
- [ ] Other:

**5.1 What percentage of the total number of employees generally participate? ***

- [ ] 0-25%
- [ ] 26-50%
- [x] 51-75%
- [ ] 76-100%
- [ ] N/A

**6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below) ***

**7. Do you have a diversity and inclusiveness committee? ***

- [x] Yes
- [ ] No

**7.1 If Yes, how often does it meet? ***

- [x] Monthly
- [ ] Quarterly
- [ ] Annually
- [ ] Other:

**7.2. If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee. (If Not Applicable, please type N/A below) ***

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**8. Do you have a budget for diversity and inclusiveness efforts? ***

☐ Yes ☒ No

**9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? ***

☐ Yes ☒ No

**10. 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. ***

While the company does not yet have a formal program, it has made significant efforts to promote diversity and inclusion in 2020. In June, the president started hosting bi-weekly discussions to raise awareness of issues including social justice, implicit bias and systemic racism. The company also signed on to the AGC Culture of Care pledge as well as the Colorado Companies Against Racism pledge. The company also conducts annual anti-harassment training.

**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. ***

**Signature of Person Completing Form *** **Date** 1/21/21

Rusty Reynolds

**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."

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# CITY AND COUNTY OF DENVER

## STATE OF COLORADO

DENVER
THE MILE HIGH CITY

## DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

## Addenda

## Contract Number: 202157981

## 2021 Pavement Marking On Call

## November 30, 2020

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

**CONTRACT NO: 2020XXXXX**
**PROJECT NAME: 2021 Pavement Marking On-Call**

## ADDENDUM NO. _1_ TO CONTRACT DOCUMENTS

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

**QUESTIONS AND ANSWERS:**

Q1.The Pre-Bid Agenda – project overview states that multiple contracts may be awarded pending the needs of the city, how will the city determine if multiple contractors are needed/awarded? If multiple contractors are used, how will the work be distributed between the contractors that are awarded the project?
**A1. As evenly as possible and based on the amount and time frame of work.**

Q2. Is the $8MM - $8.8MM estimated construction cost listed for the project for each contractor or will that amount be split between multiple contractors if the city uses multiple contractors on the project?
**A2. Split between two contractors.**

Q3. Can you please clarify what pay item the city anticipates to use for the Preformed Thermoplastic Green Bike Symbols as well as the Preformed Thermoplastic Green Crosswalks used in the past?
**A3. 90 mil for both.**

Q4. Does the city intend to install any Buffered Bike lanes or Decorative crosswalks on this project? If so, what bid items do these fall under?
**A4. Yes, on buffered bike lanes. No, decorative crosswalks but colored markings such as green go under decorative 90 mil. The Bid item number is 627-30407.**

Q5: Can you explain, in more detail, what the bid Item: "Removal of Vertical Pavement Marking Element" will consist of?
**A5: The removal of vertical pavement marking elements are City post or (bollards), rubberized parking blocks, rubber speed cushions (curb stops) and Durable Plastic Traffic Separator Curb (Tuff Curb). The same applies, using an impact tool to remove bolts from device.**

Q6: Can you provide a detail for the Rubberized Parking Block, The Rubber Speed Cushion, and the Modular Durable Plastic Traffic Separator Curb (Tuff Curb)?
**A6: Rubberized Parking Block shall be a 6' Recycled Rubber Parking Block (measuring 6'long x 6" wide x 4" high) or approved equivalent. Rubberized parking blocks shall be installed in accordance with the manufacturer's recommendations and specifications and shall be maintained throughout the required construction phase at the Contractor's expense.**

**Rubber speed cushions shall be 6' in length and installed where specified in the plans. Rubber speed cushions shall be Barco Products Premium Rubber Speed Bumps or approved equivalent. Rubber speed cushions shall be installed in accordance with the manufacturer's recommendations and specifications and shall be maintained throughout the required construction phase at the Contractor's expense.**

**The Modular Durable Plastic Traffic Separator Curb shall a durable and modular system which measures 40" in length, 12" wide, and 3" high with provisions for vertical delineators or object markers. The delineators may be bolt-in or quick release as specified in the plans. The system shall be installed where specified in the plans.**

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**The Modular Durable Plastic Traffic Separator Curb shall be Tuff Curb or an approved equivalent. The Modular Durable Plastic Traffic Separator Curb shall be installed in accordance with the manufacturer's recommendations and specifications and shall be maintained throughout the required construction phase at the Contractor's expense. The installation of this system shall include all manufactures recommended hardware.**

Q7: In the Technical Specifications (sheet 3) there is a note under "Subsection 627.11 shall be revised and shall include the following: … "Raised Pavement markers "City Posts" Shall be installed in accordance with the manufacturer's recommendation and specifications and shall be maintained throughout the required construction phase at the contractor's expense." Can you define what the length of the "required construction phase" will be? Will this include the length of the current Work Order, or the entire length of the contract?
**A7. The length of the construction phase is 120 to 150 days for completion.**

Q8. Do you have prior years bid results for this project?
**A8. Bid results can be found here: https://www.denvergov.org/content/denvergov/en/contract-administration/bid-results/bid-tabulations.html**

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

Lesley B. Thomas
City Engineer

January 7, 2021
Date

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

Colorado Barricade Co Contractor

**ADDENDUM NO.** 1

January 21, 2021
Date

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

**CONTRACT NO: 2020XXXXX**
**PROJECT NAME: 2021 Pavement Marking On-Call**

## ADDENDUM NO. 2 TO CONTRACT DOCUMENTS

**Interested firms are hereby notified that the Bid Opening date for the above project has been postponed. Submit your bid at QuestCDN no later than 12:00 p.m., local time, on January 21, 2021.**

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

- There has been an additional item code, 614-00021 Sign Panel (Furnish Only, Fabrication), added to the Bid Worksheet posted on the QUESTvBID website & a modification to the description for item code 614-00010.

- Attachment #1: Red-lined Statement of Quantities that now includes Item No. 614-00021 Sign Panel (Furnish Only, Fabrication) & a modification to the description for Item No. 614-00010. **Use only as a reference.**

- Attachment #2: Revision to page BF-7 of the Bid Form Package to reflect the added bid item; thus increasing the total bid items to 45. **Please utilize Addendum #2 Bid Form Package, attachment #2, with submission of Bid.**

- Attachment #3: Red-Lined Tech-Specs that now includes the following Pay Items to match the Bid Worksheet & Statement of Quantities:

  - 614-00021 Sign Panel (Furnish Only, Fabrication)
  - 202-00810 Removal of Ground Sign
  - 202-00821 Removal of Sign Panel
  - 210-00810 Reset Ground Sign
  - 614-00009 Install Sign Panel
  - 614-00010 Install Sign Panel (Special, banding on Utility pole)
  - 614-00216 Steel Sign Post (2 x 2 Inch Tubing)
  - 626-00001 Mobilization (1 to 99 Signs)
  - 627-00039 Flush Mount Flexible Posts (Asphalt Installation)

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

Lesley B. Thomas
City Engineer

January 13, 2021
Date

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

Colorado Barricade Co Contractor

**ADDENDUM NO. 2**

January 21, 2021
Date

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# CITY AND COUNTY OF DENVER

## STATE OF COLORADO

DENVER
THE MILE HIGH CITY

## DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

## Bid Documents Package

## Contract Number: 202157981

## 2021 Pavement Marking On-Call

## November 30, 2020

DocuSign Envelope ID: 63E5A390-C7D7-4609-B188-55063A0A6BA4

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

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**On-Call Specific Contract Forms**

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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** ..... 7 pages

**Technical Specifications** ..... TS- 1 through TS-12

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DENVER
THE MILE HIGH CITY

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

**STATEMENT OF QUANTITIES**

| Item No. | Description | Estimated | Quantity |
|---|---|---|---|
| 202-00257 | Removal of Pavement Marking (Steel teeth grinder equipment) | 275,000 | SF |
| 202-00258 | Removal of Pavement Marking (Water Jet Blasting) | 275,000 | SF |
| 202 | Removal of Vertical Pavement Marking Element | 150 | EA |
| 626-00005 | Mobilization | 36 | EA |
| 627-00000 | Field Marking Lay Out (Walk-thorough/ Finalized) | 15 | DAY |
| 627-00002 | Thermoplastic Pavement Marking | 42,000 | SF |
| 627-00005 | Epoxy Pavement Marking | 1,000 | GAL |
| 627-00008 | Modified Epoxy Pavement Marking | 2,500 | GAL |
| 627-40000 | Methyl Methacrylate | 150 | GAL |
| 627-00011 | Pavement Marking Paint (Waterborne) | 1,200 | GAL |
| 627-00070 | Preformed Thermoplastic Pavement Marking (Long Line/Dashes)(90 Mil) | 10,550 | SF |
| 627-02010 | Preformed Plastic Pavement Marking (Type 1)(In Laid) | 20,000 | SF |
| 627-02010 | Preformed Plastic Pavement Marking (Type 2)(In Laid) | 35,000 | SF |
| 627-30405 | Preformed Thermoplastic Pavement Marking (Words/symbols)(90 Mil) | 42,000 | SF |
| 627-30407 | Preformed Thermoplastic Pavement Marking (Decorative)(90 Mil) | 20,000 | SF |
| 627-30410 | Preformed Thermoplastic Pavement Marking (X-Walk/Stop Line)(90 Mil) | 360,000 | SF |
| 627-30411 | Performed Thermoplastic Pavement Marking (Decorative)(125 Mil) | 10,000 | SF |

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**STATEMENT OF QUANTITIES**

| Item No. | Description | Estimated | Quantity |
|---|---|---|---|
| 627-30412 | Preformed Thermoplastic Pavement Marking (Decorative)(Stamped)(125 Mil) | 2,100 | SF |
| 627-30413 | Preformed Thermoplastic Pavement Marking Adhesive (Concrete Surface)(Mfg Recommended) | 437,000 | SF |
| 630-00013 | Traffic Control Management | 144 | DAY |
| 630-80335 | Type III Barricade | 36 | EA |
| 630-80339 | Type I Barricade | 200 | EA |
| 630-80341 | Construction Traffic Sign (Panel Size A) | 360 | EA |
| 630-80344 | Construction Traffic Sign (Panel Size B) | 150 | EA |
| 630-80355 | Portable Message Sign Panel | 15 | DAY |
| 630-80358 | Advanced Warning Flashing or Sequencing Arrow Panel (C Type) | 36 | DAY |
| 630-80359 | Portable Message Sign Panel | 30 | DAY |
| 630-80380 | Traffic Cone (36 Inch) | 3,750 | EA |
| 630-85040 | Impact Attenuator (Truck Mounted) | 30 | DAY |
| 627-70036 | Raised Pavement Marker "City Posts" (Concrete Installation) (White) | 250 | EA |
| 627-70038 | Raised Pavement Marker "City Posts" (Asphalt Installation) (White) | 500 | EA |
| 627-70039 | Raised Pavement Marker "City Posts" (Asphalt Installation) (White)(Removable) | 50 | EA |
| 627-70041 | 6' Long Rubberized Parking Blocks (White Reflective Tape)(Asphalt) | 300 | EA |

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

**STATEMENT OF QUANTITIES**

| Item No. | Description | Estimated | Quantity |
|---|---|---|---|
| 627-70042 | 6' Long Rubberized Parking Block (White Reflective Tape)(Concrete) | 100 | EA |
| 627-70051 | Modular Rubber Speed Cushions (Yellow) | 10 | EA |
| 627-70052 | Modular Rubber Speed Cushions End Cap (Yellow) | 20 | EA |
| 202-00810 | Removal of Ground Sign | 600 | EA |
| 202-00821 | Removal of Sign Panel | 600 | EA |
| 210-00810 | Reset Ground Sign | 600 | EA |
| 614-00009 | Install Sign Panel | 3,600 | EA |
| 614-00010 | Install Sign Panel ( Special ) | 900 | EA |
| 614-00216 | Steel Sign Post ( 2 x 2 Inch Tubing ) | 1,500 | LF |
| 626-00001 | Mobilization ( 1 to 99 Signs ) | 60 | EA |
| 627-00039 | Flush Mount Flexible Posts (Asphalt Installation) | 300 | EA |

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# CITY AND COUNTY OF DENVER

## NOTICE OF INVITATION FOR BIDS
## FOR CONTRACT NO. 202157981

## 2021 Pavement Marking On-Call

**BID SCHEDULE:**
**11:00 a.m., Local Time**
**January 14, 2021**

Bids will be received and accepted via the online electronic bid service, www.QuestCDN.com. Bids must be submitted via QuestCDN no later than **January 14, 2021 at 11:00 a.m.** To access the electronic bid form, download the required documents from QuestCDN and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list at QuestCDN for bids to be accepted. Bidders will be charged a fee of $30.00 to submit a bid electronically. All properly uploaded bids will then be opened, witnessed and read aloud.

**GENERAL STATEMENT OF WORK:**
The 2021 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, bike lanes, bicycle symbols, decorative bicycle symbols and buffer areas, prefabricated curbs and bollards for protected bikeways words/symbols, decorative markings, long/dash lane lines, etc. on collector and arterial roadways. Materials used will consist of thermoplastic pavement marking, preformed thermoplastic pavement marking, epoxy and modified epoxy and waterborne paint pavement markings, preformed thermoplastic pavement marking adhesive, and methyl methacrylate pavement markings for asphalt and concrete roadway surfaces. Also, to install new and/or maintain signs within the City and County of Denver. Types of sign work will include post mounted, utility and signal pole mounted, posts both in hardscape and softscape, meter posts, plastic bollards, and signs attached to permanent structures. Contract will involve everything from materials to labor to traffic control according to the bid items and specifications. All work will be in accordance with the MUTCD and the current Denver Traffic standards and work will be throughout the entire City. This contract is a three-year contract and each work order will be scoped, priced and authorized separately and all work will be supervised and directed by a Traffic Engineering project manager. Funding will be defined at the time the work order is written and funded from the Traffic Engineering Annual Pavement Marking Program funds. **Multiple contracts may be awarded pending the needs of the City.**

**ESTIMATED CONSTRUCTION COST:**
The estimated cost of construction for this project is between **$8,000,000.00** and **$8,800,000.00**.

**MAXIMUM CONTRACT AMOUNT:**
The total cost of all Works performed under this contract shall not exceed **$6,797,119.00** during the three (3) year term of the contract. Each project will be assigned and authorized separately, and no authorized Project cost will exceed **Two Hundred and Fifty Thousand Dollars and No Cents ($250,000.00).**

**DOCUMENTS AND BID INFORMATION AVAILABLE:**
Contract Documents complete with Technical Specifications and, if applicable, construction drawings will be available on the first day of publication at www.QuestCDN.com: To download digital Contract Documents at a cost of $15 per download, reference eBid Document Number #7387451. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance.

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**PRE-BID MEETING:**
A **virtual pre-bid meetin**g will be held for this Project at 11:00 a.m., local time, on December 8, 2020. The teleconference call-in number and conference ID can be found on the project page at www.work4denver.com.

**DEADLINE TO SUBMIT QUESTIONS:** December 23, 2020 by 10:00 a.m. local time.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION:**
Article III, Division 3 of Chapter 28 of the D.R.M.C. states the Director of the Division of Small Business Opportunity has the authority to establish a project goal for expenditure contracted by the City and County of Denver. The specific goal for this project is:

**5% Minority and Women-Owned Business Enterprise (MWBE) Participation**

Project goals must be met with certified participants as set forth in Section 28-62, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-60 D.R.M.C.

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

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

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

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

Publication Dates: November 30, December 1, 2, 2020
Published In: The Daily Journal

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# CITY AND COUNTY OF DENVER
# INSTRUCTIONS TO BIDDERS

## IB-1 INSTRUCTION TO BIDDERS

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

## IB-2 BIDDING

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

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

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

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

## IB-3 CONTRACT DOCUMENTS AS PUBLISHED BY CITY

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

## IB-4 COMPLETING AND SIGNING THE BID FORMS

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

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

Each bidder must sign the Bid Form and give the bidder's current business address. If an individual, the signature must be of the individual offering the bid; if a partnership, the signature must be that of a general

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partner; and if a corporation, both the president and the secretary must sign and the seal of the corporation must be affixed. Signatures of other persons may be acceptable if the bid contains sufficient evidence, satisfactory to the City in its sole discretion, to indicate that the other persons are authorized to bind the bidder.

**IB-5 UNACCEPTABLE BIDS**

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

**IB-6 INFORMAL AND UNBALANCED BIDS**

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

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

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

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

**IB-7 ONLY ONE BID ACCEPTED**

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

**IB-8 BID GUARANTEE**

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

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

Following award and execution of the Contract by the Apparent Low Bidder, or earlier in the sole discretion of the City, bid guarantees of all but the Apparent Low Bidder will be returned. When the Apparent Low Bidder executes the Contract and delivers to the City satisfactory performance and payment bonds, required insurance documentation, and has satisfied all conditions precedent to contract execution by the City, and

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after approval, if any, by the Council of the City of the proposed Contract with the Apparent Low Bidder, the bid guarantee of the Apparent Low Bidder shall be returned. Such return shall be made within one hundred twenty (120) days from date bids are opened unless otherwise specified in the Special Contract Conditions.

**IB-9 SITE INSPECTION AND INVESTIGATIONS**

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

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

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

**IB-10 INCONSISTENCIES**

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

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

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

**IB-11 WITHDRAWAL OF BID**

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

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

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**IB-12 WEBSITE**

It shall be conclusively presumed that the bidder has, before submitting any bid, read and shall take full responsibility for all addenda, posted decisions, and other information relevant to the bid posted by the City on the www.QuestCDN.com.website.

**IB-13 PRE-BID MEETING**

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

**IB-14 ADDENDA**

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

**IB-15 VIRTUAL BID OPENING**

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

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

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

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

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

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

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

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

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

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

## IB-18 EXECUTION OF CONTRACT

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

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

## IB-19 BONDING REQUIREMENTS

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

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appropriate Powers of Attorney and a surety authorization letter (in form similar to the one attached), to the City in accordance with the instructions contained herein.

**IB-20 INSURANCE REQUIREMENTS**

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

**IB-21 PERMITS AND LICENSES**

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

**IB-22 PREVAILING WAGE REQUIREMENTS**

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

Date bid or proposal issuance was advertised **November 30, 2020**.

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

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

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

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

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

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

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

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

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

**IB-24 TAX REQUIREMENTS**

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

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

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

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

**IB-25 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,

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

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

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

Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), referred to in these Bid Documents as the "MWBE Ordinance" and any Rules or Regulations promulgated pursuant thereto apply to this Project and are incorporated into these Bid Documents by reference. Under the MWBE Ordinance, the Director of DSBO ("Director") has the authority to establish participation goals on contracts for construction, reconstruction, remodeling, professional and design work with the City and County of Denver. The participation goal is stated in the Notice of Invitation for Bids found herein. In order to comply with the bid requirements of the MWBE Ordinance, or any additional requirements, a bidder shall either meet the established participation goal or, in the alternative, demonstrate that the bidder has demonstrated sufficient good faith efforts to meet the goal in accordance with the MWBE Ordinance. A bidder's failure to comply with the MWBE 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 MWBE Ordinance requirements during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor, as deemed appropriate by DSBO. Copies of the MWBE Ordinance and its accompanying Rules and Regulations are available for the use and review of bidders from DSBO. As well as additional MWBE Guidance which can be found here: https://www.denvergov.org/dsbo.

**Meeting Established Goal**

1. All MWBEs listed for participation toward meeting the goal must be properly certified by the City on or before the date bids are opened. The MWBE(s) must be certified in the NAICS code(s) that coincide with the scope of work the identified firm will be performing to count towards the participation goal. DSBO maintains an MWBE Directory ("Directory"), which is a current list of MWBEs certified by the City. A copy of the Directory is located at the DSBO web site at https://www.denvergov.org/dsbo. Bidders are encouraged to use the Directory to assist in identifying MWBEs for the work and supplies required for the Project. Bidders are reminded that changes may be made to the Directory at any time in accordance with the City's MWBE Ordinance. Procedures established to administer this program and a current copy of the Directory must always be used in preparing a bid. MWBE certification or listing in the Directory is not a representation or warranty by the City regarding the qualifications of any listed MWBE.

2. If a bidder is participating in a joint venture with a certified MWBE firm, bidders must submit the Joint Venture Agreement to the DSBO **at least ten (10) business days prior to the bid opening.** The Joint Venture must be approved prior to the bid opening by the DSBO. Approval by the DSBO includes determining the amount the Joint Venture will count towards the participation goal.

3. Each bidder shall submit Bid Form pages entitled Commitment to MWBE Participation, 1A- List of Proposed Subcontractors, Subconsultants, and/or Suppliers, and Letter(s) of Intent for all tiers with the bid at the time of bid opening. DSBO will evaluate each bid to determine responsiveness of the bid with regard to MWBE Ordinance requirements. **An MWBE Prime Bidder must submit a Letter of Intent for itself for self-performed work**. The MWBE Letter of Intent evidences the Bidder's

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understanding that the Bidder has or will enter into a contractual relationship with the MWBE or that the Bidder's subcontractor(s), subconsultant(s), and/or supplier(s) will do so. Bidders are urged to carefully review these Letters of Intent before submission to the City to ensure the documents are properly completed and executed by the appropriate parties. **Only the MWBEs identified and the precise levels of participation listed for each, at the time of bid opening, will be considered in determining whether the bidder has met the designated participation goal. Additional, participation submitted after bid opening will not be considered in determining responsiveness.**

a. In determining whether a bidder's committed level of participation meets the stated MWBE goal, DSBO shall base its calculation of applicable dollar amounts and percentages on the total base bid amount. If a bid contains alternates, participation contained in any alternate will not count towards satisfaction of the Participation goal at time of bid opening. However, should any designated alternate be selected by the City for inclusion in the contract ultimately awarded, the MWBE goal percentage level submitted at time of bid opening, on the base bid, will also apply to the selected alternates and must be maintained through the remaining term of the contract on the total contract amount, including any alternate work. Therefore, bidders are urged to consider participation in preparing bids for designated alternates.

b. In utilizing the MWBE participation of a Supplier the following will count towards satisfaction of the goal:

    i. If the materials or supplies are obtained from a MWBE manufacturer, count one hundred percent (100%) of the cost of the materials or supplies toward the participation goal.

    ii. Only sixty percent (60%) of the value of the commercially useful function performed by MWBE Regular Dealers shall count toward satisfaction of the participation goal.

    iii. Only the bona fide commissions earned by such Manufacturer Representatives or Brokers for its performance of a commercially useful function will count toward meeting the participation 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.

c. Any agreement between a bidder and an MWBE in which the bidder requires that the MWBE not provide subcontracting quotations to other bidders is prohibited and shall render a bidder's bid nonresponsive. D.R.M.C. 28-68(f)

**Good Faith Effort**

If the bidder has not fully met the participation goal as provided in D.R.M.C. Section 28-62, then it shall demonstrate that it has made good faith efforts to meet such goal. The bidder shall furnish to the Director, with the bid at time of bid opening by the City a detailed statement of its good faith efforts to meet the participation goal established by the Director. The statement of good faith efforts shall include a specific response to address each of the categories, as outlined in the MWBE Ordinance, D.R.M.C. Section 28-62, and any additional criteria that the Director may establish by rule or regulation consistent with the purposes of the MWBE Ordinance. A bidder may include any additional information it believes may be relevant. Good faith efforts must be demonstrated to be substantive and not merely for formalistic compliance with the MWBE Ordinance. The scope and adequacy of the efforts will be considered in determining whether

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the bidder has achieved a good faith effort. Failure of a bidder to show good faith efforts shall render its overall good faith effort showing insufficient and its bid nonresponsive.

**IB-27 DISCLOSURE OF INFORMATION**

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

**IB-28 GENERAL BIDDING INFORMATION**

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

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## IB-29 PAYMENT PROCEDURE REQUIREMENTS

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

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

| Project Value | Project Fee (GC + Sub Usage) |
|---|---|
| $100,000 – 249,999.99 | $780 |
| $250,000 - $499,999.99 | $1,625 |
| $500,000 - $999,999.99 | $3,250 |
| $1,000,000 - $2,999,999.99 | $5,850 |
| $3,000,000 - $4,999,999.99 | $9,100 |
| $5,000,000 - $9,999,999.99 | $12,220 |
| $10,000,000 - $19,999,999.99 | $20,345 |
| $20,000,000 - $49,999,999.99 | $32,500 |

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# RULES AND REGULATIONS
# REGARDING
# EQUAL EMPLOYMENT OPPORTUNITY

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

## RULE I
## DEFINITIONS

A. "City" means the City and County of Denver.

B. "Manager" shall mean the Manager of Public Works for the City and County of Denver.

C. "Contract" means a contract entered into with the City and County of Denver, financed in whole or in part by local resources or funds of the City and County of Denver, for the construction of any public building or prosecution or completion of any public work.

D. "Contractor" means the original party to a contract with the City and County of Denver, also referred to as the "general" or "prime" contractor.

E. "Director" means the Director of the Mayor's Office of Contract Compliance.

F. "Subcontractor" means any person company, association, partnership, corporation, or other entity which assumes by subordinate agreement some or all of the obligations of the general or prime contractor.

G. The Phrase "Bidding Specifications" as used in Article III, Division 2 of Chapter 28 of the Revised Municipal Code shall include **BID CONDITION, INVITATION TO BID AND NOTICE OF PROPOSAL.**

H. "Affirmative Action Program" means a set of specific and result-oriented procedures or steps to which a contractor commits himself to apply every good faith effort to employ members of ethnic minority groups, to include persons of African descent (Black), Spanish surnamed (Hispanic), Asian-American, American Indians, and persons with mental or physical handicap.

I. "Mayor's Office of Contract Compliance" means the City agency established pursuant to Article III, Division 1 of Chapter 28 of the Denver Revised Municipal Code.

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## RULE II
## NOTICE OF HEARING

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

## RULE III
## HEARING

A. Contractors will appear at hearings and may be represented by counsel, and may present testimony orally and other evidence.

B. Hearings shall be conducted by one or more hearing examiners designated as such by the Manager.

C. The Director of the Mayor's Office of Contract Compliance may participate in hearings as a witness.

D. Hearings shall be held at the place specified in the notice of hearing.

E. All oral testimony shall be given under oath or affirmation and a record of such proceedings shall be made.

F. All hearings shall be open to the public.

G. The hearing officer shall make recommendations to the Manager who shall make a final decision.

## REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

All amendments to the appendices shall be included by reference.

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

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

1. **APPENDIX E:**

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

2. **APPENDIX F:**

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

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# APPENDIX A

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

1. The contractor will not discriminate against any employee or applicant for employment because of race creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Each contractor will comply with all provisions of Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and Director.

5. The contractor will furnish all information and reports required by Article III, Division 2, Chapter 28 of the Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Manager, Director or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Article III, Division 2, Chapter 28 of the Revised Municipal Code, or by rules, regulations, or order of the Manager.

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

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

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

(A) Cancellation, termination, or suspension in whole or in part of this contract.

(B) Refrain from extending any further assistance to the applicant under the program with respect to which the failure occurred until satisfactory assurance of future compliance has been received from such applicant.

(C) Refer the case to the City Attorney for appropriate legal proceedings.

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

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**APPENDIX F**

**BID CONDITIONS**

**AFFIRMATIVE ACTION REQUIREMENTS**

**EQUAL EMPLOYMENT OPPORTUNITY**

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

**NOTICE**

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

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

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

Revised: 10/19/93

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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 | GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE |
|---|---|
| From January 1, 1982 | From January 1, 1982 |
| to 21.7% - 23.5% | to 6.9% |
| Until Further Notice | Until Further Notice |

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

[1]"Minority" is defined as including, Blacks, Spanish Surname Americans, Asian-Americans, and American Indians, and includes both men and Minority women.

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

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

2. **SPECIFIC AFFIRMATIVE ACTION STEPS**:

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

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a. The contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.

b. The contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, the reasons. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the contractor, the file should have documented this and their reasons.

c. The contractor should have promptly notified the Department of Public Works, and Mayor's Office of Contract Compliance when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority or female sent by the contractor, or when the contractor has other information that the union referral process has impeded efforts to meet its goals.

d. The contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority and female employees.

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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

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

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

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

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

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

Revised: 10/19/93

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

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

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

2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article III, Division 2, Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".

Revised: 09/26/90

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

B. **Obligations Applicable to Contractors:**

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

Revised: 10/19/93

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C. **General Requirements**

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

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.

2. The contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.

Revised: 04/12/91

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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.

Revised: 04/12/91

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# CITY AND COUNTY OF DENVER
# CONTRACT NO. 202157981

## 2021 Pavement Marking 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 contractor listed below, hereinafter referred to as the "Contractor," party of the second part,

**RDP Barricade Company LLC DBA Colorado Barricade Company, LLC**
**2295 S. Lipan Street Denver, CO 80223**

**WITNESSETH,** commencing on November 30, 2020, and for at least three (3) days the City advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the following:

**CONTRACT NO. 202157981**

**2021 Pavement Marking On-Call**

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

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

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

**1. CONTRACT DOCUMENTS**

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

*Advertisement of Notice of Invitation for Bids*
*Instructions to Bidders*
*Commitment to M/WBE Participation*
*Article III, Division 1and 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*

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*Special Contract Conditions*
*Performance and Payment Bond*
*Notice to Apparent Low Bidder*
*Notice to Proceed*
*Contractor's Certification of Payment Form*
*Final Release and Certificate of Payment*
*Certificate of Contract Release*
*Change Orders (as applicable)*
*Federal Requirements (as applicable)*
*Prevailing Wage Rate Schedule(s)*
*Technical Specifications*
*Contract Drawings*
*Authorized Work Orders (including proposal pricing requests and attachments, pricing proposals and any clarifications or modifications)*

**2. SCOPE OF WORK**

The Work contemplated hereunder shall generally consist of all work, including labor, materials, supplies and equipment, necessary to satisfactorily complete, as yet to be identified, discrete projects on transportation facilities located within the City and County of Denver (the "Projects"). The Project Work will include projects as described in each work order.

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

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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 Certificate of Contract Release 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.

10. 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.

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**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 work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

**6. COMPLIANCE WITH M/WBE REQUIREMENT**

This Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.) referred to in this Contract as the "MWBE Ordinance" any corresponding Rules and Regulations, and any additional requirements contained herein. Without limiting the general applicability of the foregoing, the Contractor/Consultant acknowledges its continuing duty, pursuant to the D.R.M.C., to maintain throughout the duration of this Contract, and compliance with the MWBE commitment of **5.64%**, upon which the City approved the award of this Contract to the Contractor/Consultant. The Contractor/Consultant further acknowledges that failure to maintain such participation commitments or otherwise comply with the requirements of the MWBE Ordinance, any corresponding Rules and Regulations, and any additional requirements contained herein, shall subject the Contractor/Consultant to sanctions in accordance with Section 28-76 of the D.R.M.C. Nothing contained in this provision or in the MWBE Ordinance shall negate the City's right to prior approval of subcontractors, or substitutes therefore, under this Contract.

**7. WAGE RATE REQUIREMENTS**

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

**8. APPLICABILITY OF LAWS**

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

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**9. APPROPRIATION**

As of the date of this Contract, Zero Dollars ($0.00) have been appropriated and encumbered for this Contract. The Contractor is hereby notified pursuant to Section 24-91-103.6(7)(a) of the Colorado Revised Statutes that the City intends to encumber funds on a Work Order by Work Order basis. Receipt of a fully executed Work Order is the written notice that funds have been appropriated and encumbered. The issuance of any Work Order 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 Work Order is expressly prohibited. In no event shall the issuance of any Work Order 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 Executive Director 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. 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.

**11. 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/Women Business Enterprise disputes. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its subcontractors or suppliers.

**12. 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.

**13. 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.

**14. 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.

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16. **TERM OF PERFORMANCE**
The Agreement will commence upon execution and expires three (3) years from date of contract execution unless sooner terminated upon final completion of the Project(s).

17. **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 **Six Million Seven Hundred Ninety-Seven Thousand One Hundred Nineteen Dollars and Zero Cents ($6,797,119.00).** 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. 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 and Fifty Thousand Dollars and No Cents ($250,000.00).**

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

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**Contract Control Number:** DOTI-202157981-00
**Contractor Name:** RDP Barricade Company LLC dba Colorado Barricade Company, LLC

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By: _____

_____

**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By: _____

**REGISTERED AND COUNTERSIGNED:**

By: _____

By: _____

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**Contract Control Number:** DOTI-202157981-00
**Contractor Name:** RDP Barricade Company LLC dba Colorado Barricade Company, LLC

By: DocuSigned by: 02184C1A59DF465...

Name: Rusty Reynolds
(please print)

Title: VP of Operations
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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# STANDARD SPECIFICATIONS FOR CONSTRUCTION
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# CITY AND COUNTY OF DENVER

# SPECIAL CONTRACT CONDITIONS

## SC-1 CONSTRUCTION SPECIFICATIONS

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

City and County of Denver:

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

*Transportation Standards and Details for the Engineering Division*

*City and County of Denver Traffic Standard Drawings*

*Wastewater Capital Projects Management*
https://www.denvergov.org/content/denvergov/en/wastewater-management/capital-projects-management.html

Colorado Department of Transportation:

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

Federal Highway Administration:

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

Building & Fire Codes:

*Building Code of the City and County of Denver*
(International Building Code 2018 Series, City and County of Denver Amendments 2019)
https://www.denvergov.org/content/denvergov/en/denver-development-services/help-me-find-/building-codes-and-policies.html

*National Fire Protection Association Standards*
(As referenced in the Building Code of the City and County of Denver)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SC-6 [RESERVED]**

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## SC-7 CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 109, DEPUTY MANAGER and General Contract Condition 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Contract. The City Engineer shall have supervisory responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

**Department of Transportation and Infrastructure:**

| Project Manager | Phone |
|---|---|
| David Hermosillo | 303.513.6808 |

## SC-8 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 in 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-9 SUBCONTRACTS

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

## SC-10 PAYMENTS TO CONTRACTORS

Title 9 of the General 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. The applications for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System ("Textura") for this Project to request payment from the City and to pay all first tier subcontractors and suppliers and further record payment to all certified subcontractors or suppliers that are listed for participation towards any assigned program goal. Contractor further agrees that, to the fullest extent possible within Textura, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project

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and other information related to the project that are available to Contractor through Textura, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees it will activate any available settings within Textura necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

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

| Agency/Firm | Name | Telephone |
|---|---|---|
| Department of Transportation and Infrastructure | David Hermosillo | 303.513.6808 |

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

1. The estimate of Work completed, based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each and every independent subcontractor's payroll information including pay dates and pay amounts.
3. Prior to submitting each payment application, submit information required by General Contract Condition 1004, REPORTING WAGES PAID to the Auditor and other appropriate officials of the City.
4. Starting with the second payment application, each payment application shall be accompanied by a complete and accurate Contractors' Certification of Payment Form (CCP), listing all requested information for first tier subcontractors and suppliers **and all certified subcontractors or suppliers that are listed for participation towards any assigned program goal.**

   The forms, Final Release and Certificate of Payment (Prime) and the Contractor's Certification of Payment (CCP), are generated within the Textura CPM system; the contractor is expected to plan quality assurance activities and perform quality control reviews for the information entered into the Textura CPM system. The contractor is responsible for the accuracy of the information provided within each completed CCP.

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

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

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**DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

**FINAL RELEASE AND CERTIFICATE OF PAYMENT**
**(PRIME CONTRACTOR)**

_____
(PROJECT NO. and NAME)

_____
(NAME OF OWNER)

_____
(NAME OF PRIME CONTRACTOR)

Date: _____, 20___.

Contract #:_____.

Contract Value: $_____.
Current Progress Payment: $_____.
Date: _____.
Total Paid to Date: $_____.
Date of Last Work: _____.

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

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

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

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

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

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

STATE OF COLORADO ) ss.
CITY OF _____)

_____
(Name of Contractor)

Signed and sworn before me this
day of _____, 20___.

By:_____

_____.
Notary Public/Commissioner of Oaths
My Commission Expires

Title: _____

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DENVER
THE MILE HIGH CITY

**City and County of Denver**
**Contractor's/Consultant's Certification of Payment (CCP)**

| | | |
|---|---|---|
| Prime Contractor or Consultant: | Phone: | Project Manager: |
| Pay Application #: | Pay Period: | Amount Requested: |
| Contract #: | Project Name: | |
| Current Completion Date: | Percent Complete: | Prepared By: |
| Original Contract Amount: | | Current Contract Amount: |

| | | | A | B | C | D | E | F |
|---|---|---|---|---|---|---|---|---|
| Prime/Subcontractor/Supplier Name | Contracted to: | M/W/S/ DBE/ NON | Original Contract Amount | Current Contract Amount including Amendments | Requested Amount of this Pay Application | Amount Paid on the Previous Pay Application # | Net Paid To Date | Paid % Achieved (G/II) |
| General Contractor | City of Denver | MBE | | | | | | |
| Self Performed | n/a | | | | | | | |
| Subcontracted | n/a | | | | | | | |
| | | | | | | | | |
| Sub1 - 1st Tier | General Contractor | | | | | | | |
| Sub2 - 1st Tier | General Contractor | | | | | | | |
| Self Performed | n/a | | | | | | | |
| Sub 1 - 2nd Tier | Sub 2 - 1st Tier | | | | | | | |
| Sub 3 - 1st Tier | General Contractor | | | | | | | |
| Self Performed | n/a | | | | | | | |
| Sub 2 - 2nd Tier | Sub 3 - 1st Tier | | | | | | | |
| Self Performed | n/a | | | | | | | |
| Sub 1 - 3rd Tier | Sub 2 - 2nd Tier | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| **Totals** | | | $ - | $ - | $ - | $ - | $ - | 0% |

SAMPLE

**The undersigned certifies that the information contained in this document is true, accurate and that the payments shown have been made to all subcontractors and suppliers used on this project and listed herein. Please use an additional form, if more space is necessary.**

| | |
|---|---|
| **Prepared By (Signature):** | **Date:** |

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## SC-11 CONTRACT FORMS

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

1. Performance and Payment Bond
2. Performance and Payment Bond Surety Authorization Letter (Sample)
3. Final Release and Certificate of Payment
4. Certificate of Contract Release, if requested by the City

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

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

## SC-12 CONSTRUCTION INSPECTION BY THE CITY

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

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

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

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

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

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., bidders will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-

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

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

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

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

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

**SC-16 ATTORNEY'S FEES**

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

Because the City Attorney 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-17 INSURANCE**

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

**(1) <u>General Conditions</u>:** 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.

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**(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, Auto Liability and Contractors Pollution Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**(4) 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

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(iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

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

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

**SC-18 GREENPRINT DENVER**

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

**SC-19 RESERVED**

**SC-20 DEFENSE AND INDEMNIFICATION**

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

(a) To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

(b) Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.

(c) Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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(e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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## ON-CALL SPECIFIC SPECIAL CONDITIONS:

### SC-21 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

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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-22 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 and Fifty Thousand Dollars and No Cents ($250,000.00)** shall be provided at the time of Contract execution. In the event the dollar amount of Work authorized under all work orders exceeds this amount the Contractor shall provide properly executed bond Change Riders, also in the form included in these Contract Documents immediately after this provision, in amount(s) not less than 100% of all work orders issued.

**SC-23 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

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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 form 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.

All adjustments to the contract amount shall be applied pursuant to GC Title 1104 ADJUSTMENT TO CONTRACT AMOUNT.

## SC-24 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-25 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-22,

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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.

The Contractor shall commence the Work in accordance with that particular Work Order within ten (10) consecutive calendar days of the date of the Work Order Notice to Proceed, and the Contractor shall prosecute the Work to be accomplished under the Work Order at such time and place as the Work Order directs and shall fully complete in every detail all specified Work in accordance with the terms and conditions of the Work Order and the provisions of these General Contract Conditions and Special Contract Conditions, within the period of performance specified in the Work Order, plus such extensions of time as may be granted by the Manager in accordance with the provisions of this Contract.

**SC-26 RESERVED**

**SC-27 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-28 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-29 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-28 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-30 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 not further Work Orders will be issued hereunder, as provided for in SC-29 CONTRACT CLOSE-OUT.

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## SC-31 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-31 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 Page
7. Work Order Change .....1 Page

## SC-32 EMERGENCY REPAIRS

All other provisions of this Agreement, notwithstanding, the Contractor acknowledges and accepts that the City may require that the Contractor perform emergency repair services immediately after notification from the City. Because of the urgent nature of such emergency repair services, the Contractor agrees to mobilize adequate Emergency Repair resources within four (4) hours of receiving notice, either verbal or written, from the Project Manager or other authorized City representative. In effecting such emergency repairs, the Contractor shall track and document all costs incurred and report such costs to the City for City review and verification.

The urgent nature of such services requires that the Contractor initiate, with adequate forces and equipment at the site, all Emergency Repair Directives. Should the Contractor fail to commence work within four (4) hours of notice, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of **Fifty Dollars ($50.00)** for each consecutive hour after such notice that the Contractor fails to commence repairs or other Work in accordance with such directive. Work Orders for the emergency services performed will be prepared in an "after the fact" manner in accordance with SC-21 and shall be based on cost tracking and documentation prepared and provided by the Contractor. All work performed for immediate mitigation of the problem on the emergency basis shall be paid at the contract bid unit price plus **twenty-five percent (25%)**. If the work requires, and the project manager directs, the contractor may add units to the emergency proposal that, due to the emergency nature, may not have been foreseen at time of bid. Any added units must be approved by the project manager and shall be implemented through a Work Order Change or Change Order. Any subsequent work performed related to the Emergency Work Order, but not under an Emergency Repair Directive shall be paid in accordance with SC-26 PROGRESS PAYMENTS FOR WORK ORDERS and all other applicable provisions.

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Bond No. 2313608

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

## PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **RDP Barricade Company LLC DBA Colorado Barricade Company, 2295 S. Lipan Street, Denver, CO 80223**, a corporation organized and existing under and by virtue of the laws of the State of **Colorado**, hereafter referred to as the "Contractor", and North American Specialty Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of NH, 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 Fifty Thousand Dollars and No Cents ($250,000.00)**, 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. 202157981 - 2021 Pavement Marking 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;

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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 _____ day of_____, 20_.

Attest:

Heather Jackson

Secretary

RDP Barricade Company, LLC dba Colorado Barricade Company

**Contractor**

By:

**President**

North American Specialty Insurance Company

**Surety**

By:

**Attorney-In-Fact** Amy Coonts

(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 by the CAO will be provided later and fully incorporated herein.

**Assistant City Attorney**

APPROVED FOR THE CITY AND COUNTY OF DENVER

By: Signature by the Mayor will be provided later and fully incorporated herein.

**MAYOR**

By: Signature by the ED will be provided later and fully incorporated herein.

**EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE**

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## SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

SARAH FINN, SHERYLL SHAW, MICHAEL LISCHER, JR., NICOLE L. McCOLLAM, BRANDI J. TETLEY, AMY COONTS

JENNIFER L. CLAMPERT, KRISTEN MOORE, DANIELLE WARING, AND DAVID DONDLINGER JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By _____
Michael A. Ito, Senior Vice President of Washington International Insurance Company
~~& Senior Vice President of North American Specialty Insurance Company~~
& Senior Vice President of Westport Insurance Corporation

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26TH day of FEBRUARY, 20 20.

**North American Specialty Insurance Company**
**Washington International Insurance Company**
**Westport Insurance Corporation**

State of Illinois
County of Cook ss:

On this 26TH day of FEBRUARY, 2020, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ____ day of _____, 20____.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

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PROTECTING ASSETS.
MAKING A DIFFERENCE.

**PERFORMANCE AND PAYMENT BOND**
**SURETY AUTHORIZATION**

Assistant City Attorney
201 West Colfax Avenue, Dept 1207
Denver, CO 80202

RE: RDP Barricade Company, LLC dba Colorado Barricade Company

Contract No. 202157981
Project Name: 2021 Pavement Marking On-Call
Contract Amount: $250,000.00
Performance and Payment Bond No.: 2313608

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through North American Specialty Insurance Company, on February 11, 2021.

We hereby authorize the City and County of Denver, the Department of Transportation and Infrastructure, 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 (303) 534-4567.

Thank you,

Amy Coonts
Surety Account Manager

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/2/2021

**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**
IMA, Inc. - Colorado Division
1705 17th Street, Suite 100
Denver CO 80202

CONTACT NAME: IMA Denver Team
PHONE (A/C, No, Ext): 303-534-4567 FAX (A/C, No):
E-MAIL ADDRESS: DenAccountTechs@imacorp.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Federal Insurance Company | 20281 |
| INSURER B : Executive Risk Indemnity, Inc. | 35181 |
| INSURER C : Federal Insurance Company | 20281 |
| INSURER D : American Guarantee & Liab. Ins. | 26247 |
| INSURER E : Travelers Property Casualty Co of Amer | 25674 |
| INSURER F : | |

**INSURED** COLOBAR
RDP Barricade Co., LLC
dba Colorado Barricade Co.
2295 S Lipan Street
Denver CO 80223

**COVERAGES** **CERTIFICATE NUMBER:** 1512998051 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY | | | 54310238 | 7/1/2020 | 7/1/2021 | EACH OCCURRENCE | $ 2,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | X BI/PD Ded: $25K | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | POLICY X PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | OTHER: | | | | | | | $ |
| C | AUTOMOBILE LIABILITY | | | 54310237 | 7/1/2020 | 7/1/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ 1,000,000 |
| | | | | | | | | $ |
| D | X UMBRELLA LIAB X OCCUR | | | AUC038347303 | 7/1/2020 | 7/1/2021 | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 0 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 54310239 | 7/1/2020 | 7/1/2021 | X PER STATUTE / OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| E | Leased & Rented Equipment | | | QT6304H598808TIL20 | 7/1/2020 | 7/1/2021 | Limit<br>Deductible<br>SPC Form/RC | $100,000<br>$1,000 |

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

Professional Liability Coverage: Policy #PCXB50121070720
Effective Dates: 07/01/20-07/01/21 Insurer: Berkley Assurance Co
$1,000,000 Aggregate; $5,000 Deductible

Pollution Liability Coverage: Policy #PCXB50121070720
Effective Dates: 07/01/20-07/01/21 Insurer: Berkley Assurance Co
$1,000,000 Aggregate; $5,000 Deductible

See Attached...

**CERTIFICATE HOLDER**

City and County of Denver, Department of Transportation & Infrastructure
201 W. Colfax Ave., Dept 608
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**
Brenda Vincent

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# NOTICE TO APPARENT LOW BIDDER
**(SAMPLE)**

Current Date

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

The EXECUTIVE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE has considered the Bids submitted on **January 14, 2021,** for work to be done and materials to be furnished in and for:

**202157981 - 2021 PAVEMENT MARKING 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: **(#) bid items (# through #)** the total estimated cost thereof being: **(Contract Written Amount) ($_____)**.

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

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

SAMPLE

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

Prior to issuance of Notice to Proceed, all DSBO requirements must be completed. Additional information may be obtained by contacting the Director of DSBO at (720-913-1714).

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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 _____ day of _____20___.

CITY AND COUNTY OF DENVER

By_____
Executive Director of the Department of Transportation and Infrastructure

SAMPLE

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DENVER
THE MILE HIGH CITY

**NOTICE TO PROCEED**
**(SAMPLE)**

Current Date

Name
Company
Street
City/State/Zip

**CONTRACT NO. 202157981 - 2021 Pavement Marking 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 202157981, as set forth in detail in the contract documents for the City and County of Denver.

With a contract time of 1,095 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.

SAMPLE

Sincerely,

By:_____
Lesley B. Thomas
City Engineer

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

311 | POCKETGOV.COM | DENVERGOV.ORG | DENVER 8 TV

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**Certificate of Contract Release 202157981 -**
**2021 Pavement Marking On-Call**

Current Date
Name
Street Address
City, State, Zip

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

SAMPLE

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

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

_____

Contractor's Signature Date Signed

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

Sincerely,

Contract Administration

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

311 | POCKETGOV.COM | DENVERGOV.ORG | DENVER 8 TV

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# Change Rider

**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. _____, Proposal Request No. _____, Contract Control No._____, **CONTRACT NAME**, 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 surety's 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)

_____ _____

SAMPLE

**Approved for the City and County of Denver**

By:_____

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**Proposal Request**

**ON-CALL CONSTRUCTION PROPOSAL**

**PROJECT NAME: SAMPLE**
**BID DUE DATE: Date @ Time AM/PM**
**PRE-BID MEETING: Date @ Time AM/PM - Location**
**SITE VISIT: Date @ Time AM/PM - Location**
**Project Manager: TBD** **Phone: TBD**

**QUESTIONS FROM BIDDERS**
All questions must be submitted in writing to the Project Manager by 5:00 p.m. on Date, 2020. Printed or emailed Responses shall be emailed to Email@Denvergov.org or delivered to Department of Transportation & Infrastructure, Infrastructure Projects Management, Attn: Project Manager Noted Above, 201 W. Colfax, Dept 506, Denver, CO 80202.

**STATEMENT OF WORK**
The work includes all labor, material and equipment required to complete the work described in this proposal request, and the accompanying bid documents.

SAMPLE

**SCOPE OF WORK:**
Work Description.

Contractor shall include the cost for all required permit fees in their bid. Permits will not be paid for separately but shall be included in the cost of the work. Please note that the Revocable Street Occupancy Permit (RSOP) will be “no-cost” because this is a City project.

Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver Arapahoe Disposal Site (DADS) for disposal. The Contractor shall be responsible for the costs of transporting the loads and the City and County of Denver shall be responsible for payment of all fees associated with the disposal at DADS.

Per Executive Order No. 123, Chapter 5, the Contractor shall recycle construction and demolition when possible. Contractor shall provide proof of any recycling of materials.

**PROPOSAL REQUIREMENTS**
The bid submission shall include the Proposal Request Pricing Worksheet and Project Schedule as outlined below. **Bids will be evaluated and awarded based on cost and schedule**. The Project Manager will confirm that all bids address the complete scope of work before awarding.

## Project Cost Proposal
The Cost Proposal shall be submitted using the *Proposal Request Pricing Worksheet*.

The Contractor shall provide a listing of all contractors anticipated to perform work, their MWBE status and dollar amount of the work to be awarded. This information will be noted on the *Proposal Request Pricing Worksheet* and the *Subcontractor Worksheet for Proposal Requests*.

### Project Schedule
This construction work order will have a maximum duration of 90 calendar days. Provide durations of all activities, lead times for material not readily available, breakout of project phasing (if required) and enough detail to illustrate the plan to successfully execute the project. Should the Contractor fail to complete the Project within the Contract Time allotted, the Contractor shall become liable for liquidated damages at a rate of $500 for each

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consecutive calendar day that expires after the time specified for completion of the project until the Work is complete.

## Bid Submittal

Email bids in PDF format to City and County of Denver Project Manager by the due date noted above.

**DOCUMENTS AND BID INFORMATION AVAILABLE**

The bid documents, consisting of Proposal Request Pricing Worksheet, Specifications and Drawings are being distributed as PDFs attached to the email containing this Proposal Request. The PDF file(s) are titled, Bid Documents. Please contact the Project Manager if you have any issues viewing the documents.

**SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION**

Contractors shall comply with their respective On-Call Contract.

**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. For questions related to prevailing wage rates, Contractor shall contact the Office of the Auditor.

As its best interest may appear, the City and County of Denver reserves the right to reject any or all bids, and to waive informalities in bids. If you have any questions related to this Construction On-Call Proposal Request, please contact the Project Manager whose contact information is listed above. Your interest in assisting with this project is greatly appreciated.

SAMPLE

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# PROPOSAL REQUEST PRICING WORKSHEET

## CONTRACT NO.

## PROJECT

**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) 913-4543

CONTRACTOR: PROPOSAL REQUEST NO.:

CONTRACT NO. 201207366 WORK ORDER NO.:

PROJECT NAME: Date:

UNIT PRICES:
Provide Unit Price Sheets for Proposal Requests, identifying applicable unit prices

| ITEM NO | ITEM DESCRIPITION | UNIT PRICE, BID | QUANTITY | TOTALS QUANTITY |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| | **BID UNIT PRICE SUBTOTAL** | | | $ - |

SUBCONTRACTORS - Provide Subcontractor Worksheets for each subcontractor.

| | | TOTALS |
|---|---|---|
| 13 | | |
| 14 | | |
| 15 | | |
| 16 | | |
| 17 | | |
| 18 | | |
| 19 | | |
| 20 | | |
| 21 | | |
| 22 | | |
| 23 | **SUBTOTAL FOR SUBCONTRACTORS** | $ - |

| | GENERAL CONTRACTOR | | UNIT COST | QUANTITY | TOTALS |
|---|---|---|---|---|---|
| 24 | | | | | |
| 25 | | | | | |
| 26 | | | | | |
| 27 | | | | | |
| 28 | | | | | |
| 29 | | | | | |
| 30 | | | | | |
| 31 | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| 32 | | | | | |
| 33 | SUBTOTAL | | | | $ - |
| 34 | | - | | | |
| 35 | | | | | |
| 36 | | | | | |
| 37 | | | | | |
| 38 | **Unit Price Total** | | | | $ - |
| 39 | **Subcontractor Total** | | | | $ - |
| 40 | **Subtotal** | | | | $ - |
| 41 | | | | | |
| 42 | **Total Proposal** | | | | $ - |

EXAMPLE

**PROPOSAL REQUEST PRICE** $ -

TIME TO COMPLETE THE WORK IN THIS PROPOSAL REQUEST _____ CALENDAR DAYS

TOTAL MBE COST OF WORK _____ PERCENTAGE _____

TOTAL WBE COST OF WORK _____ PERCENTAGE _____

CONTRACTOR'S SIGNATURE _____ DATE: _____

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# 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:

EXAMPLE

| | 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 | | | | $ - |
| | | | | | $ - |

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# On-Call Construction Services
## Work Order

| | |
|---|---|
| Project Name: | Master Contract Alfresco #: |
| Project Manager: | Contractor/Supplier: |
| Work Order #: | Supplier #: SC- |
| Alfresco # / Workday PO: / PO- | Supplier ID: |
| Workday Project ID(s): PRJ- | Bond Change Rider: Yes |

It is mutually agreed that when this work order has been signed by the contracting and approving parties, the following described work shall be executed by the Contractor without changing the terms of the Master On-Call Contract. The Contractor agrees to furnish all materials and labor and perform all work required to complete the work order scope, as described below and within the attached proposal, in accordance with the requirements for similar work covered by the Contract:

Insert a very brief description of proposed work scope and attach a detailed Proposal from the Contractor. All text entered into this area should be formatted in font size 10 and Calibri font to match the entire document.

Accepted for Contractor By:_____Title: _____ Date:_____
Printed Name Signature

**WORK ORDER 16 SUMMARY**
Total Work Order Amount (Do Not Exceed):
Work Order Duration: Calendar Days from NTP
Scope Includes M/W/S/D/EBE Participation: Yes (M/WBE)

**MASTER ON-CALL CONTRACT SUMMARY**
On-Call Contract Expiration Date:
M/W/S/D/EBE On-Call Participation Commitment: % (Goal Type)

Total of All Work Orders Issued:
Total Work Additions/Deductions (all changes):
This Work Order: $0.00
Total of All Work Orders & Changes Issued: $0.00

Maximum On-Call Contract Capacity:
Remaining On-Call Contract Capacity: $0.00

Approved by Executive Director Date

Approved by City Attorney – If Applicable Date

Approved by Director Date

Approved by Using Agency(s) – If Applicable Date

Approved by Group Manager Date

Approved by Project Manager Date

Approved by On-Call Contract Manager Date

**NOTE: No person shall authorize or perform any of the above work until the work order has all signatures and an NTP has been issued.**

Distribution: prevailingwage@denvergov.org, dsbo@denvergov.org, PWContracts@denvergov.org, Project Manager's Email Address, On-Call Contract Mgr Email Address

Rev. 2/2020

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# On-Call Construction Services
# Work Order Change Request #

| | |
|---|---|
| Project Name: | Master Contract Alfresco #: |
| Project Manager: | Contractor/Supplier: |
| Work Order #: | Supplier #: SC- |
| Alfresco # / Workday PO: / PO- | Supplier ID: |
| Workday Project ID(s): PRJ- | |

It is mutually agreed that when this work order change has been signed by the contracting and approving parties, the following described changes shall be executed by the Contractor without changing the terms of the Master On-Call Contract. The Contractor agrees to furnish all materials and labor and perform all work required to complete the work order change, as described below and within the attached change Proposal, in accordance with the requirements for similar work covered by the Contract:

Enter a brief description of the proposed work order change here. Attach a memo describing changes and a detailed Proposal outlining the changes from the Contractor. All text entered into this area should be formatted in font size 10 and Calibri font to match the entire document.

Accepted for Contractor By:_____Title: _____ Date: _____
Printed Name Signature

**WORK ORDER 11, CHANGE REQUEST 1 SUMMARY**

Original Work Order:
Original Work Order Duration: Calendar Days
Original Work Order Completion Date:
Scope Includes M/W/S/D/EBE Participation: Yes (M/WBE)

Previous Work Order Additions/Deductions:
This Work Order Change (+/-): _____
New Work Order Total (Do Not Exceed): $0.00

Adjust the Work Order Completion By: Calendar Days
New Work Order Completion Date:

**MASTER ON-CALL CONTRACT SUMMARY**

On-Call Contract Expiration Date:
M/W/S/D/EBE On-Call Participation Commitment: 16% (M/WBE)

Total of All Work Orders Issued:
Total Work Additions/Deductions (All Changes):
This Work Order Change: $0.00
Total of All Work Orders and Changes Issued: $0.00

Maximum On-Call Contract Capacity:
Remaining On-Call Contract Capacity: $0.00

| | |
|---|---|
| Approved by Executive Director | Date |
| Approved by Director | Date |
| Approved by Using Agency(s) – If Applicable | Date |
| Approved by Group Manager | Date |
| Approved by Project Manager | Date |
| Approved by On-Call Contract Manager | Date |

**NOTE: No person shall authorize or perform any of the above work changes until this work order change form has all signatures.**

Distribution: prevailingwage@denvergov.org, dsbo@denvergov.org, PWContracts@denvergov.org, Project Manager's Email Address, On-Call Contract Mgr Email Address

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**ON-CALL CONSTRUCTION**
**WORK ORDER NOTICE TO PROCEED**

Click or tap to enter a date.

Click or tap here to enter text.
**Attn:** Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

RE: **On-Call Contract No.:** Click or tap to enter a date.
**On-Call Contract Expiration Date:** Click or tap to enter a date.
**On-Call Contract Name:** Click or tap here to enter text.
**Work Order Alfresco/Jaggaer No.:** Click or tap here to enter text.
**Work Order No.:** Click or tap here to enter text.
**Purchase Order No.:** Click or tap here to enter text.

**Dear** Click or tap here to enter text.

In accordance with Section 302 of the Standard Specifications for Construction, General Contract Conditions, 2011 Edition, you are hereby authorized and directed to proceed on Click or tap to enter a date. with the work described in the above referenced Work Order No: Click or tap here to enter text., in accordance with the terms and conditions of your On-Call Contract with the City and county of Denver, dated Click or tap to enter a date..

The established period of performance for this Work Order is Click or tap here to enter text. consecutive calendar days; therefore, all work including Final Completion must be completed on or before Click or tap to enter a date. in accordance with Title 20 of the General Contract Conditions. The not to exceed amount for this work order is $Click or tap here to enter text., which includes all costs, fees and expenses.

The Project Manager for this work order is Click or tap here to enter text., phone Click or tap here to enter text.. Please contact the Project Manager with any questions regarding the above referenced work. If you have not already done so, please submit your construction schedule, in accordance with General Contract Condition 306.2.B to the Project Manager within 10 days from the date of this letter.

Sincerely,

SAMPLE

_____
Group Manager
Click or tap here to enter text.

**Distribution: DSBO, Prevailing Wage, DOTI Contracts,**

**Reviewed by: On-Call Contract Manager _____ Project Manager _____ Supervisor _____**

**Rev. 2/2020**

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**On-Call Construction Services**
**Work Order Letter of Final Acceptance**

<<ReqDate>>

<<SupplierNM>>
Attn:<<SupplierCont>>
<<SupplierSt>>
<<SupplierCtyZip>>

Re: Master Contract Alfresco No.: <<Contract>>
Master On-Call Contract Expiration Date: <<Expiration>>
Master On-Call Contract Name: <<ContractNM>>
Work Order No.: <<TO/WO>>
Work Order Name: <<ProjectName>>
Work Order Alfresco No.: <<Alfresco>>

Dear <<SupplierCont>>:

Please be advised that final inspection of the work on the project referenced above was conducted on <<FinalInspDt>>. The work was found to be acceptable and satisfactorily completed within the timeframe of the contract. Therefore, the project is considered complete in accordance with General Contract Condition 2002, Final Completion and Acceptance of the Work, of the Standard Specifications for Construction, General Contract Conditions 2011 Edition and is hereby accepted.

In accordance with General Contract Condition 1801 Contractor's Warranties, Guarantees and Correction of Work, the warranty/guarantee period shall commence as of the date of substantial completion.

Final Settlement shall be contingent upon General Contract Condition 2003.2 and the final payment will be issued when all conditions outlined in General Contract Condition 2003 are satisfied.

Sincerely,

Eulois Cleckley
Executive Director of Transportation & Infrastructure

SAMPLE

_____
Lesley B. Thomas
City Engineer
Deputy Director Department of Transportation & Infrastructure

cc: prevailingwage@denvergov.org, dsbo@denvergov.org, PWContracts@denvergov.org, <<PMEmail>>.

**Prepared by: On-Call Contract Manager _____ through: Project Manager _____ through: Supervisor _____**

Rev. 2020-03-02

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# CITY AND COUNTY OF DENVER

## STATE OF COLORADO

## DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

## Prevailing Wage Rates

## Contract Number: 202157981

## 2021 Pavement Marking On-Call

## November 30, 2020

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DENVER
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**TO**: All Users of the City and County of Denver Prevailing Wage Schedules
**FROM**: Ryland Feno, Classification & Compensation Technician II
**DATE**: January 06, 2020
**SUBJECT**: Latest Change to Prevailing Wage Schedules

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

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

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

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

Attachments as listed above.

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

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

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"General Decision Number: CO20200009 01/03/2020

Superseded General Decision Number: CO20190009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

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

| Modification Number | Publication Date |
|---|---|
| 0 | 01/03/2020 |

* CARP9901-008 11/01/2019

| | Rates | Fringes |
|---|---|---|
| CARPENTER (Form Work Only)..... | $ 26.50 | 10.32 |

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ELEC0068-016 03/01/2011

| | Rates | Fringes |
|---|---|---|

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TRAFFIC SIGNALIZATION:
Traffic Signal Installation

| | | |
|---|---|---|
| Zone 1 | $ 26.42 | 4.75%+8.68 |
| Zone 2 | $ 29.42 | 4.75%+8.68 |

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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ENGI0009-008 05/01/2018

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR: | | |
| (3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.) | $ 28.25 | 10.70 |
| (3)-Loader (under 6 cu. yd.) Denver County | $ 28.25 | 10.70 |
| (3)-Motor Grader (blade-rough) Douglas County | $ 28.25 | 10.70 |
| (4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd) | $ 28.40 | 10.70 |
| (4)-Loader (over 6 cu. yd) Denver County | $ 28.40 | 10.70 |
| (5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over), | $ 28.57 | 10.70 |
| (5)-Motor Grader (blade-finish) Douglas County | $ 28.57 | 10.70 |
| (6)-Crane (91-140 tons) | $ 29.55 | 10.70 |

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SUCO2011-004 09/15/2011

| | Rates | Fringes |
|---|---|---|
| CARPENTER (Excludes Form Work) | $ 19.27 | 5.08 |
| CEMENT MASON/CONCRETE FINISHER | | |
| Denver | $ 20.18 | 5.75 |
| Douglas | $ 18.75 | 3.00 |
| ELECTRICIAN (Excludes Traffic Signal Installation) | $ 35.13 | 6.83 |
| FENCE ERECTOR (Excludes Link/Cyclone Fence Erection) | $ 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, | | |

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| | | |
|---|---|---|
| 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 |

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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 |
| Mechanic | $ 26.48 | 3.50 |
| Multi-Purpose Specialty & Hoisting Truck | | |
| Denver | $ 17.49 | 3.17 |
| Douglas | $ 20.05 | 2.88 |
| Pickup and Pilot Car | | |
| Denver | $ 14.24 | 3.77 |
| Douglas | $ 16.43 | 3.68 |
| Semi/Trailer Truck | $ 18.39 | 4.13 |
| Truck Mounted Attenuator | $ 12.43 | 3.22 |
| Water Truck | | |
| Denver | $ 26.27 | 5.27 |
| Douglas | $ 19.46 | 2.58 |

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

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

| Classification | | Base | Fringe |
|---|---|---|---|
| Guard Rail Installer | | $13.00 | $3.20 |
| Highway Parking Lot Striping: Painter | | $13.00 | $3.21 |
| Ironworker (Ornamental) | | $26.05 | $12.00 |
| Laborer | Removal of Asbestos | $21.03 | $8.55 |
| Laborer (Landscape & Irrigation) | | $13.00 | $3.16 |
| Laborer: Traffic Control (Flagger) | | $13.00 | $3.05 |
| Laborer: Stationary Flags( excludes Flaggers) | | $13.00 | $3.22 |
| Line Construction | Lineman, Gas Fitter/Welder | $36.88 | $9.55 |
| | Line Eq Operator/Line Truck Crew | $25.74 | $8.09 |
| Millwright | | $28.00 | $10.00 |
| Pipefitter | | $30.45 | $12.85 |
| Plumber | | $30.19 | $13.55 |
| Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises): | Group 1 | $25.12 | $10.81 |
| | Group 2 | $25.47 | $10.85 |
| | Group 3 | $25.57 | $10.86 |
| | Group 4 | $25.82 | $10.88 |
| | Group 5 | $25.97 | $10.90 |
| | Group 6 | $26.12 | $10.91 |
| | Group 7 | $26.37 | $10.94 |
| Power Equipment Operator | Group 1 | $22.97 | $10.60 |
| | Group 2 | $23.32 | $10.63 |
| | Group 3 | $23.67 | $10.67 |
| | Group 4 | $23.82 | $10.68 |
| | Group 5 | $23.97 | $10.70 |
| | Group 6 | $24.12 | $10.71 |
| | Group 7 | $24.88 | $10.79 |
| Truck Driver | Group 1 | $18.42 | $10.00 |
| | Group 2 | $19.14 | $10.07 |
| | Group 3 | $19.48 | $10.11 |
| | Group 4 | $20.01 | $10.16 |
| | Group 5 | $20.66 | $10.23 |
| | Group 6 | $21.46 | $10.31 |
| Truck Driver: Truck Mounted Attenuator | | $13.00 | $3.22 |

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

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# CITY AND COUNTY OF DENVER

## STATE OF COLORADO

DENVER
THE MILE HIGH CITY

## DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

## Addenda

## Contract Number: 202157981

## 2021 Pavement Marking On Call

## November 30, 2020

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

**CONTRACT NO: 2020XXXXX**
**PROJECT NAME: 2021 Pavement Marking On-Call**

## ADDENDUM NO. 1 TO CONTRACT DOCUMENTS

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

**QUESTIONS AND ANSWERS:**

Q1.The Pre-Bid Agenda – project overview states that multiple contracts may be awarded pending the needs of the city, how will the city determine if multiple contractors are needed/awarded? If multiple contractors are used, how will the work be distributed between the contractors that are awarded the project?
**A1. As evenly as possible and based on the amount and time frame of work.**

Q2. Is the $8MM - $8.8MM estimated construction cost listed for the project for each contractor or will that amount be split between multiple contractors if the city uses multiple contractors on the project?
**A2. Split between two contractors.**

Q3. Can you please clarify what pay item the city anticipates to use for the Preformed Thermoplastic Green Bike Symbols as well as the Preformed Thermoplastic Green Crosswalks used in the past?
**A3. 90 mil for both.**

Q4. Does the city intend to install any Buffered Bike lanes or Decorative crosswalks on this project? If so, what bid items do these fall under?
**A4. Yes, on buffered bike lanes. No, decorative crosswalks but colored markings such as green go under decorative 90 mil. The Bid item number is 627-30407.**

Q5: Can you explain, in more detail, what the bid Item: "Removal of Vertical Pavement Marking Element" will consist of?
**A5: The removal of vertical pavement marking elements are City post or (bollards), rubberized parking blocks, rubber speed cushions (curb stops) and Durable Plastic Traffic Separator Curb (Tuff Curb). The same applies, using an impact tool to remove bolts from device.**

Q6: Can you provide a detail for the Rubberized Parking Block, The Rubber Speed Cushion, and the Modular Durable Plastic Traffic Separator Curb (Tuff Curb)?
**A6: Rubberized Parking Block shall be a 6' Recycled Rubber Parking Block (measuring 6'long x 6" wide x 4" high) or approved equivalent. Rubberized parking blocks shall be installed in accordance with the manufacturer's recommendations and specifications and shall be maintained throughout the required construction phase at the Contractor's expense.**

**Rubber speed cushions shall be 6' in length and installed where specified in the plans. Rubber speed cushions shall be Barco Products Premium Rubber Speed Bumps or approved equivalent. Rubber speed cushions shall be installed in accordance with the manufacturer's recommendations and specifications and shall be maintained throughout the required construction phase at the Contractor's expense.**

**The Modular Durable Plastic Traffic Separator Curb shall a durable and modular system which measures 40" in length, 12" wide, and 3" high with provisions for vertical delineators or object markers. The delineators may be bolt-in or quick release as specified in the plans. The system shall be installed where specified in the plans.**

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**The Modular Durable Plastic Traffic Separator Curb shall be Tuff Curb or an approved equivalent. The Modular Durable Plastic Traffic Separator Curb shall be installed in accordance with the manufacturer's recommendations and specifications and shall be maintained throughout the required construction phase at the Contractor's expense. The installation of this system shall include all manufactures recommended hardware.**

Q7: In the Technical Specifications (sheet 3) there is a note under "Subsection 627.11 shall be revised and shall include the following: … "Raised Pavement markers "City Posts" Shall be installed in accordance with the manufacturer's recommendation and specifications and shall be maintained throughout the required construction phase at the contractor's expense." Can you define what the length of the "required construction phase" will be? Will this include the length of the current Work Order, or the entire length of the contract?
**A7. The length of the construction phase is 120 to 150 days for completion.**

Q8. Do you have prior years bid results for this project?
**A8. Bid results can be found here: https://www.denvergov.org/content/denvergov/en/contract-administration/bid-results/bid-tabulations.html**

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

Lesley B. Thomas
City Engineer

January 7, 2021
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

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

**CONTRACT NO: 2020XXXXX**
**PROJECT NAME: 2021 Pavement Marking On-Call**

## ADDENDUM NO. 2 TO CONTRACT DOCUMENTS

**Interested firms are hereby notified that the Bid Opening date for the above project has been postponed. Submit your bid at QuestCDN no later than 12:00 p.m., local time, on January 21, 2021.**

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

- There has been an additional item code, 614-00021 Sign Panel (Furnish Only, Fabrication), added to the Bid Worksheet posted on the QUESTvBID website & a modification to the description for item code 614-00010.

- Attachment #1: Red-lined Statement of Quantities that now includes Item No. 614-00021 Sign Panel (Furnish Only, Fabrication) & a modification to the description for Item No. 614-00010. **Use only as a reference.**

- Attachment #2: Revision to page BF-7 of the Bid Form Package to reflect the added bid item; thus increasing the total bid items to 45. **Please utilize Addendum #2 Bid Form Package, attachment #2, with submission of Bid.**

- Attachment #3: Red-Lined Tech-Specs that now includes the following Pay Items to match the Bid Worksheet & Statement of Quantities:

  - 614-00021 Sign Panel (Furnish Only, Fabrication)
  - 202-00810 Removal of Ground Sign
  - 202-00821 Removal of Sign Panel
  - 210-00810 Reset Ground Sign
  - 614-00009 Install Sign Panel
  - 614-00010 Install Sign Panel (Special, banding on Utility pole)
  - 614-00216 Steel Sign Post (2 x 2 Inch Tubing)
  - 626-00001 Mobilization (1 to 99 Signs)
  - 627-00039 Flush Mount Flexible Posts (Asphalt Installation)

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

Lesley B. Thomas
City Engineer

January 13, 2021
Date

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

_____
Contractor

**ADDENDUM NO. 2**

_____
Date

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DENVER
THE MILE HIGH CITY

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

**STATEMENT OF QUANTITIES**

| Item No. | Description | Estimated | Quantity |
|---|---|---|---|
| 202-00257 | Removal of Pavement Marking (Steel teeth grinder equipment) | 275,000 | SF |
| 202-00258 | Removal of Pavement Marking (Water Jet Blasting) | 275,000 | SF |
| 202 | Removal of Vertical Pavement Marking Element | 150 | EA |
| 626-00005 | Mobilization | 36 | EA |
| 627-00000 | Field Marking Lay Out (Walk-thorough/ Finalized) | 15 | DAY |
| 627-00002 | Thermoplastic Pavement Marking | 42,000 | SF |
| 627-00005 | Epoxy Pavement Marking | 1,000 | GAL |
| 627-00008 | Modified Epoxy Pavement Marking | 2,500 | GAL |
| 627-40000 | Methyl Methacrylate | 150 | GAL |
| 627-00011 | Pavement Marking Paint (Waterborne) | 1,200 | GAL |
| 627-00070 | Preformed Thermoplastic Pavement Marking (Long Line/Dashes)(90 Mil) | 10,550 | SF |
| 627-02010 | Preformed Plastic Pavement Marking (Type 1)(In Laid) | 20,000 | SF |
| 627-02010 | Preformed Plastic Pavement Marking (Type 2)(In Laid) | 35,000 | SF |
| 627-30405 | Preformed Thermoplastic Pavement Marking (Words/symbols)(90 Mil) | 42,000 | SF |
| 627-30407 | Preformed Thermoplastic Pavement Marking (Decorative)(90 Mil) | 20,000 | SF |
| 627-30410 | Preformed Thermoplastic Pavement Marking (X-Walk/Stop Line)(90 Mil) | 360,000 | SF |
| 627-30411 | Performed Thermoplastic Pavement Marking (Decorative)(125 Mil) | 10,000 | SF |

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DENVER
THE MILE HIGH CITY

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

**STATEMENT OF QUANTITIES**

| Item No. | Description | Estimated | Quantity |
|---|---|---|---|
| 627-30412 | Preformed Thermoplastic Pavement Marking (Decorative)(Stamped)(125 Mil) | 2,100 | SF |
| 627-30413 | Preformed Thermoplastic Pavement Marking Adhesive (Concrete Surface)(Mfg Recommended) | 437,000 | SF |
| 630-00013 | Traffic Control Management | 144 | DAY |
| 630-80335 | Type III Barricade | 36 | EA |
| 630-80339 | Type I Barricade | 200 | EA |
| 630-80341 | Construction Traffic Sign (Panel Size A) | 360 | EA |
| 630-80344 | Construction Traffic Sign (Panel Size B) | 150 | EA |
| 630-80355 | Portable Message Sign Panel | 15 | DAY |
| 630-80358 | Advanced Warning Flashing or Sequencing Arrow Panel (C Type) | 36 | DAY |
| 630-80359 | Portable Message Sign Panel | 30 | DAY |
| 630-80380 | Traffic Cone (36 Inch) | 3,750 | EA |
| 630-85040 | Impact Attenuator (Truck Mounted) | 30 | DAY |
| 627-70036 | Raised Pavement Marker "City Posts" (Concrete Installation) (White) | 250 | EA |
| 627-70038 | Raised Pavement Marker "City Posts" (Asphalt Installation) (White) | 500 | EA |
| 627-70039 | Raised Pavement Marker "City Posts" (Asphalt Installation) (White)(Removable) | 50 | EA |
| 627-70041 | 6' Long Rubberized Parking Blocks (White Reflective Tape)(Asphalt) | 300 | EA |

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DENVER
THE MILE HIGH CITY

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

**STATEMENT OF QUANTITIES**

| Item No. | Description | Estimated | Quantity |
|---|---|---|---|
| 627-70042 | 6' Long Rubberized Parking Block (White Reflective Tape)(Concrete) | 100 | EA |
| 627-70051 | Modular Rubber Speed Cushions (Yellow) | 10 | EA |
| 627-70052 | Modular Rubber Speed Cushions End Cap (Yellow) | 20 | EA |
| 202-00810 | Removal of Ground Sign | 600 | EA |
| 202-00821 | Removal of Sign Panel | 600 | EA |
| 210-00810 | Reset Ground Sign | 600 | EA |
| 614-00009 | Install Sign Panel | 3,600 | EA |
| 614-00010 | Install Sign Panel (Special, banding on Utility pole) | 900 | EA |
| 614-00021 | Sign Panel (Furnish Only, Fabrication) | 18 | SF |
| 614-00216 | Steel Sign Post (2 x 2 Inch Tubing) | 1,500 | LF |
| 626-00001 | Mobilization (1 to 99 Signs) | 60 | EA |
| 627-00039 | Flush Mount Flexible Posts (Asphalt Installation) | 300 | EA |

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# CITY AND COUNTY OF DENVER

## STATE OF COLORADO

## DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

## Bid Form Package

## Contract Number: 2020XXXXX

## 2021 Pavement Marking On-Call

## November 30, 2020

DocuSign Envelope ID: 63E5A390-C7D7-4609-B188-55063A0A6BA4



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

## TABLE OF CONTENTS FOR BID FORM AND SUBMITTAL PACKAGE

**Table of Contents** ..... BF-1
**Bidder's Checklist** ..... BF-2
**Bid Form and Submittal Package Acknowledgment Form** ..... BF-4
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**1A - List of Proposed Subcontractors, and/or Subconsultants, and/or Suppliers** ..... BF-9
**Commitment to MWBE Participation** ..... BF-13
**Letter(s) of Intent** ..... BF-14
**Bid Bond** ..... BF-15
**Diversity and Inclusiveness in City Solicitations Form** ..... BF-16

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

## BIDDER'S CHECKLIST

These forms comprise the Bid Form and Submittal Package. Please note that a copy of the executed bid bond is to be submitted via QuestCDN at the time of bid opening, and that the original bid bond must be mailed and received within 7 calendar days after the bid due date.

Bidders must utilize the Bid Worksheet in the online bidding section of QuestCDN to submit their bid item pricing. The totals from the worksheet are required on page BF-7 of the Submittal Package.

| FORM/ PAGE NO. | COMMENTS | COMPLETE |
|---|---|---|
| BF-4 – BF-5 | a.) Legal name, address, Acknowledgment signature and attestation (if required) | ☐ |
| BF-6+ | a.) Complete all blanks<br>b.) Legal name required | ☐<br>☐ |
| BF-7 | a.) Write out bid total or bid totals in words and figures in the blank form space(s) provided.<br>b.) Calculate Textura® Construction Payment Management System Fee from chart on pg. BF-3 and write fee in the space provided | ☐ |
| BF-8 | a.) List all subcontractors who are performing work on this project. | ☐ |
| BF-9 – BF-10 | a.) Fully complete Form 1A - List of Proposed Subcontractors, Subconsultants, and/or Suppliers (‘Base Bid Total’ from BF-7 = ‘Total Contract Value’) | ☐ |
| BF-11 | a.) Complete all blanks<br>b.) If Addenda have been issued, complete bottom section. | ☐<br>☐ |
| BF-12 | a.) Complete appropriate sections - signature(s) required.<br>b.) If corporation, then corporate seal required. | ☐<br>☐ |
| BF-13 | a.) Fully complete Commitment to Participation | ☐ |
| BF-14 | a.) Fully complete Letter(s) of Intent | ☐ |
| BF-15 | a.) Fill in all Bid Bond blanks<br>b.) Signatures required<br>c.) Corporate Seal if required<br>d.) Dated<br>e.) Attach Surety Agents Power of Attorney<br>or<br>Certified or cashier's check made out to the Manager of Revenue referencing Bidder’s Company and Contract Control Number. | ☐<br>☐<br>☐<br>☐<br>☐ |
| BF-16- BF-19 | a.) Each bidder, as a condition of responsiveness to this solicitation, shall complete and return the “Diversity and Inclusiveness in City Solicitations Information Request Form” with their Bid. | ☐ |

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

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

For more information:

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

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

## BID FORM AND SUBMITTAL PACKAGE ACKNOWLEDGMENT

## CONTRACT NO. 2020XXXXX
## 2021 PAVEMENT MARKING ON-CALL

**BIDDER:** _____
**(Legal Name per Colorado Secretary of State)**

**ADDRESS:** _____

_____

_____

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

**NAME:** _____ **TITLE:** _____

**EMAIL:** _____ **PHONE NUMBER:** _____

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. 2020XXXXX - 2021 Pavement Marking On-Call**, made available to the undersigned bidder pursuant to Notice of Invitation for Bids dated November 30, 2020.

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

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

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

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

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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 Release and Certificate of Payment
Certificate of Contract Receipt
Change Orders (as applicable)
Federal Requirements (as applicable)
Prevailing Wage Rate Schedule(s)
Technical Specifications
Contract Drawings
Accepted Shop Drawings

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

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

**BIDDER:**

**Name:**_____

**By:** _____

**Title:** _____

**ATTEST:**

**By:**_____

[SEAL]

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

## BID FORM

## CONTRACT NO. 2020XXXXX

## 2021 PAVEMENT MARKING ON-CALL

**BIDDER:** _____

**(Legal Name per Colorado Secretary of State)**

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

The Undersigned Bidder, having examined the plans, technical specifications, and remainder of the proposed Contract Documents as designated and enumerated in the General and Special Contract Conditions and any and all addenda thereto; having investigated the location of and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this bid, and all factors and conditions affecting or which may be affected by Work, HEREBY SUBMITS THIS BID, pursuant to an advertisement of a Notice of Invitation for Bids as published on **November 30, 2020**, to furnish all required materials, tools, appliances, equipment and plant; to perform all necessary labor and to undertake and complete: **Contract No. 2020XXXXX - 2021 Pavement Marking On-Call**, in Denver, Colorado, in full accordance with and conformity to the Plans, Technical Specifications, and Contract Documents hereto attached or by reference made a part hereof, at and for the following price(s) set forth on this Bid Form.

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

*Advertisement of Notice of Invitation for Bids*
*Instructions to Bidders*
*Commitment to MWBE Participation*
*Article III, 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 Release and Certificate of Payment*
*Certificate of Contract Receipt*
*Change Orders (as applicable)*
*Federal Requirements (as applicable)*
*Prevailing Wage Rate Schedule(s)*
*Technical Specifications*
*Contract Drawing*
*Accepted Shop Drawings*

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~~**Enter totals from QuestCDN Bid Worksheet below:**~~

~~**Bid Items Total Amount (Bid Items Total Amount (202-00257 through 627-00039, (Forty-Four [44]) total bid items)) including Textura Fee.**~~ ~~**$ _____**~~

~~**Base Bid Total Amount:**~~ **Sum of estimated cost for item numbers 202-00257 through 627-00039 (Forty-Five [45]) base bid items and the Textura Fee equals Total Base Bid Amount:**

_____

_____

_____**Dollars ($**_____**)**

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 _____, a corporation of the State of _____, 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 _____. 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:

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

| Item of Work | Percent (%) of Total; Work | Proposed Subcontractor and Address |
|---|---|---|
| | | |
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(Copy this page if additional room is required.)

DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY

**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)**
**1A - LIST OF PROPOSED SUBCONTRACTORS, SUBCONSULTANTS, AND/OR SUPPLIERS**

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

The undersigned proposes to utilize all listed firms. Any certified firm listed must be certified by the City and County of Denver and a **Letter of Intent (LOI)** submitted for each. If additional pages are required, please copy and attach the second page. This form must be updated and submitted to DSBO when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

| **Contractor/Consultant** | | |
|---|---|---|
| Name of Firm: | ☐ MWBE (√) ☐ SBE (√) ☐ DBE (√) ☐ EBE (√) | |
| Firm's Representative: | | |
| Signature: | Date: | |
| Address: | | |
| City: | State: | Zip: |
| Phone: | Email: | |
| Total Contract Value $: | Self-Performing Contract Value $: | |

| **Subcontractors, Subconsultants, and/or Suppliers** | |
|---|---|
| Name of Firm: | ☐ MWBE (√) ☐ SBE (√) ☐ DBE (√) ☐ EBE (√) |
| Firm's Representative: | |
| Phone: | Email: |
| Type of Service: | Contract Value $: |
| Anticipated Start Date: | Anticipated Completion Date: |

| | |
|---|---|
| Name of Firm: | ☐ MWBE (√) ☐ SBE (√) ☐ DBE (√) ☐ EBE (√) |
| Firm's Representative: | |
| Phone: | Email: |
| Type of Service: | Contract Value $: |
| Anticipated Start Date: | Anticipated Completion Date: |

| | |
|---|---|
| Name of Firm: | ☐ MWBE (√) ☐ SBE (√) ☐ DBE (√) ☐ EBE (√) |
| Firm's Representative: | |
| Phone: | Email: |

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| Type of Service: | Contract Value $: |
|---|---|
| Anticipated Start Date: | Anticipated Completion Date: |

| Name of Firm: | ☐ MWBE (√) ☐ SBE (√) ☐ DBE (√) ☐ EBE (√) |
|---|---|
| Firm's Representative: | |
| Phone: | Email: |
| Type of Service: | Contract Value $: |
| Anticipated Start Date: | Anticipated Completion Date: |

| Name of Firm: | ☐ MWBE (√) ☐ SBE (√) ☐ DBE (√) ☐ EBE (√) |
|---|---|
| Firm's Representative: | |
| Phone: | Email: |
| Type of Service: | Contract Value $: |
| Anticipated Start Date: | Anticipated Completion Date: |

| Name of Firm: | ☐ MWBE (√) ☐ SBE (√) ☐ DBE (√) ☐ EBE (√) |
|---|---|
| Firm's Representative: | |
| Phone: | Email: |
| Type of Service: | Contract Value $: |
| Anticipated Start Date: | Anticipated Completion Date: |

| Name of Firm: | ☐ MWBE (√) ☐ SBE (√) ☐ DBE (√) ☐ EBE (√) |
|---|---|
| Firm's Representative: | |
| Phone: | Email: |
| Type of Service: | Contract Value $: |
| Anticipated Start Date: | Anticipated Completion Date: |

| Name of Firm: | ☐ MWBE (√) ☐ SBE (√) ☐ DBE (√) ☐ EBE (√) |
|---|---|
| Firm's Representative: | |
| Phone: | Email: |
| Type of Service: | Contract Value $: |
| Anticipated Start Date: | Anticipated Completion Date: |

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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: _____

City, State, Zip Code: _____

Telephone Number of Bidder: _____ Fax No. _____

Social Security or Federal Employer ID Number of Bidder: _____

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

_____

For information relative thereto, please refer to:

Name: _____

Title: _____

Address: _____

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

Addenda Number _____ Date _____

Addenda Number _____ Date _____

Addenda Number _____ Date _____

Dated this _____ day of _____, 20_____.

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**Signature of Bidder:**

If an Individual: _____ doing business

as _____.

If a Partnership: _____

by: _____ General Partner.

If a Corporation: _____

a _____Corporation,

by: _____, its President.

Attest:

_____

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)

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

***This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation goal. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. (Please check the appropriate box):***

**COMPLETE IF YOU ARE A NON MWBE PRIME:**

☐ The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting _____% MWBE Participation on the contract.

**COMPLETE IF YOU ARE A MWBE PRIME:**

☐ The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting _____% MWBE Participation on the contract.

**COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:**

☐ The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a _____% MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

**The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language.**

Bidder/Proposer (Name of Firm):

Firm's Representative:

Title:

Signature (Firm's Representative): Date:

Address:

| City: | State: | Zip: |
|---|---|---|
| Phone: | Email: | |

Revised 7/14/2020

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

**Contract No.:** **Project Name:**

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

| | |
|---|---|
| Bidder/Proposer (Name of Firm): | Self-Performing: ☐ Yes ☐ No |
| Firm's Representative: | Title: |
| Signature (Firm's Representative): | Date: |
| Address: | |
| City: | State: / Zip: |
| Phone: | Email: |

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

| | |
|---|---|
| Name of Firm: | ☐ MWBE(√) ☐ SBE(√) ☐ EBE(√) ☐ DBE(√) |
| Firm's Representative: | Title: |
| Signature: | Date: |
| Address: | |
| City: | State: / Zip: |
| Phone: | Email: |
| Scope of Work: | |
| NAICS Code(s): | |

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

| | |
|---|---|
| **$** | **%** |

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

| | |
|---|---|
| Name of Firm: | |
| Firm's Representative: | Title: |
| Signature: | Date: |

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

DSBO Version 1 Last Revised: June 5, 2020

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

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as Principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, 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 _____ Dollars, ($_____) 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 _____, 20____, for the construction of: **Contract No. 2020XXXXX, 2021 Pavement Marking 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 _____ day of _____, 20___.

ATTEST

_____
Principal

_____
Secretary

By:_____

Title:_____

_____
Surety

By:_____

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

[SEAL]

DocuSign Envelope ID: 63E5A390-C7D7-4609-B188-55063A0A6BA4



**Office of Economic Development**
Division of Small Business Opportunity
201 W Colfax Ave, Dept 907
Denver, CO 80202
P: 720.913.1714
F: 720.913.1809
www.denvergov.org/oed

# Diversity and Inclusiveness* in City Solicitations Information Request Form

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

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

**Business Email Address *** _____

**Enter Email Address of City and County of Denver contact person facilitating this solicitation *** pw.procurement@denvergov.org

**Project Name *** _____

**Solicitation No. (Check Below if Not Applicable) *** _____

☐ Check Here if Solicitation No. is N/A

**Name of Your Company *** _____

**What Industry is Your Business? ***

☐ Technology ☐ Financial ☐ Manufacturing
☐ Construction, Landscape, Maintenance Services ☐ Goods/Services ☐ Wholesale/Retail Trade
☐ Professional ☐ Transportation/Hauling ☐ Other

**Address *** _____

**City *** _____ **State** _____ **Zip Code *** _____

**Business Phone Number *** _____

**Business Facsimile Number** _____

**1. How many employees does your company employ? ***

☐ 1-10 ☐ 51-100

☐ 11-50 ☐ Over 100

**1.1 How many or your employees are:**

**Number of Full Time: *** _____ **Number of Part Time: *** _____

**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 10. 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. (If Not Applicable, please type N/A below) ***

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

☐ Yes ☐ No

**If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply) ***

☐ Employee Training

☐ Pamphlets

☐ Public EEO Postings

☐ Other:

**5. How often do you provide training and diversity and inclusiveness principles? ***

- ☐ Monthly
- ☐ Quarterly
- ☐ Annually
- ☐ N/A
- ☐ Other:

**5.1 What percentage of the total number of employees generally participate? ***

- ☐ 0-25%
- ☐ 26-50%
- ☐ 51-75%
- ☐ 76-100%
- ☐ N/A

**6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below) ***

**7. Do you have a diversity and inclusiveness committee? ***

☐ Yes ☐ No

**7.1 If Yes, how often does it meet? ***

- ☐ Monthly
- ☐ Quarterly
- ☐ Annually
- ☐ Other:

**7.2. If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee. (If Not Applicable, please type N/A below) ***

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**8. Do you have a budget for diversity and inclusiveness efforts? ***

☐ Yes ☐ No

**9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? ***

☐ Yes ☐ No

**10. 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. ***

**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. ***

**Signature of Person Completing Form *** **Date**

**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."

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CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE
Transportation Operations Division

**2020 Pavement Marking Construction Services Master On-Call Contract Technical Specifications**

General Contract Conditions shall be the City and County of Denver, Department of Transportation and Infrastructure, "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 and Section 107.12, of the "Colorado Department of Transportation Standard Specifications for Road and Bridge Construction" adopted in 2019 and as hereinafter modified. The City and County of Denver, Department of Transportation and Infrastructure, "Standard Specifications for Construction General Contract Conditions," 2011 edition shall prevail of 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 2019 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 City and County of Denver Transportation and Infrastructure Department Transportation Standards and Details for the Engineering Division, 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, along with the City's standard specifications and details, can be found at the following web address: https://www.denvergov.org

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The Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction, dated 2019, 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**


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

**Section 202 of the Standard Specifications is revised as follows:**

**Subsection 202.04 Sign and Traffic Signals is revised to include the following:**

**Existing Sign panels, that have been defaced with graffiti marks but are otherwise undamaged shall be removed, salvaged and a new sign panel installed.**

**Removal of Barricade shall consist of the removal of an entire Barricade (Type 3F-A) as directed by the Engineer. Work shall include the removal of all hollow tube panels, posts, footings and attachment hardware. Concrete adhering to salvable signposts shall be removed.**

**Removal of Sign (Special) shall consist of the removal of portions of existing Barricade (Type 3F-A) as directed by the Engineer. This work shall include removal of hollow tube panels, posts, footings and attachment hardware**

**Subsection 202.05 paragraph 1 is hereby revised as following:**

Pavement markings shall be removed from the pavement to the maximum extent possible by methods that do not materially alter or damage the surface or texture of the pavement, to the satisfaction of the Engineer. The preferred method of removal is Water Jet Blasting or an approved alternative.
Operations that do not produce the desired result, damage the pavement, or may constitute a hazard to the traveling public will not be permitted. Materials deposited on the pavement as a result of removal of pavement markings shall be promptly removed so as not to interfere with traffic or roadway drainage.

**Subsection 202.11 paragraph 2 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.

Removal of vertical pavement marking elements will be measured by each element, completed and accepted. This work shall include removal of all anchors, and cleaning of any residue left on pavement surface.

**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** | **Pay Unit** |
|---|---|
| Removal of Pavement Marking | Square Feet |
| Removal of Vertical Pavement Marking Element | Each |
| **Removal of Sign Panel** | **Each** |
| **Removal of Ground Sign** | **Each** |

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## REVISION OF SECTION 202

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.

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# REVISION OF SECTION 210
# RESET STRUCTURES

**Subsection 210.07 Ground Sign is revised as follows:**

**Existing Signs and Posts designated as Reset Ground Sign shall be removed, cleaned and reset at the existing location or new location designated on the plans. This shall include all work and new hardware necessary to install the post and sign panel, per the City and County of Denver Sign Installation details. (Standard Drawings: 16.2.6 thru 16.2.15). Click here for PDF.**

**Subsection 210.13 is herby deleted and replaced as follows:**

**Payment will be made under:**

| Pay Item | Pay Unit |
|---|---|
| Reset Ground Sign | Each |

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# REVISION OF SECTION 614
# TRAFFIC CONTROL DEVICES

**Subsection 614.02 Signposts and Sign Structures is revised to include the following:**

**All sign installation work shall conform to the City and County of Denver Standard details included in the plans. Post installation shall be chosen to match existing conditions.**

**Signposts: Posts shall be 2.0 inch by 2.0 inch, square, 12-gauge steel posts with pre-drilled mounting holes; Telspar or approved equal.**

**Meter Posts: Posts shall be 2.0-inch round, Schedule 40 Galvanized Steel Pipe Threaded & Coupled. Shall be in accordance to ASTM A53 Type F specifications or similar.**

**Fasteners and Brackets: All fasteners, including bolts, nuts, washers, post clips and stop nuts shall be zinc or cadmium plated.**

**Subsection Section 614.04 Sign Panels, the first paragraph is hereby deleted and replaced with the following:**

**Sign Panel materials shall conform to Section 713 and to details shown on the plans. Retroreflective sheeting shall be fabricated from ASTM Type-XI, 4000 series Sign face sheeting material, or approved equivalent.**

**Subsection Section 614.13 of the Standard Specifications is revised as follows:**

**Work will be measured as follows:**

**a) *Install Sign Panel (Mast-Arm) (Bar Drops)*: Work will be measured by the number of Sign Panels installed and accepted. Steel Signposts (2x2 inch Tubing) will be measured by the linear foot. All hardware and use of aerial lift truck are to be included in the cost of the work**

**b) *Install Sign Panel (Mast-Arm)(Banding)* Work will be measured by the number of Sign Panels installed and accepted. All hardware and use of aerial lift truck are to be included in the cost of the work**

**c) *Install Sign Panel (Signal Pole)(Banding)* Work will be measured by the number of Sign Panels installed and accepted. All hardware and use of aerial lift truck are to be included in the cost of the work**

**d) *Install Sign Panel* Work will be measured by the number of Sign Panels installed and accepted. All hardware is to be included in the cost of the work**

**e) *Install Sign Panel (Special)* Work will be measured by the number of Sign Panels installed and accepted. All hardware is to be included in the cost of the work**

**f) *Install Sign Panel (Special) (On Mast-Arms or Poles w/stiffeners)* Work will be measured by the number of Sign Panels installed and accepted. All hardware is to be included in the cost of the work**

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## REVISION OF SECTION 614
## TRAFFIC CONTROL DEVICES

**g) *Install Sign Panel (Special) (On Structure)* Work will be measured by the number of Sign Panels installed and accepted. All hardware, adhesives, preparatory work and labor shall be included in the cost of work.**

**h) *Rehabilitation of Existing Barricade*: Work will be measured by the number of Sign Panel (Hollow Tube -10') installed. Steel Signposts will be measured by the linear foot and installation paid according to the type of installation completed.**

**i) *Barricade (Type 3 F-A)* will be measured by the number of complete barricades built from only Contractor supplied components.**

**j) All attachment hardware shall not be paid for separately but shall be included in the cost of the work.**

**h) Signposts: Posts shall be 2.0 inch by 2.0 inch, square, 12-gauge steel posts with pre-drilled mounting holes; Telspar or approved equal.**

**Subsection 614.14 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.**

**Payment will be made under:**

| Pay Item | Pay Unit |
|---|---|
| Install Sign Panel | Each |
| Install Sign Panel (Special, banding on Utility pole) | Each |
| Steele Signpost (2x2 inch tubing) | Linear Feet |
| Sign Panel (Furnish Only) | Square Feet |

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# 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.

## BASIS OF PAYMENT

**Subsection 626.02 is hereby revised as follows:**

Mobilization shall be paid as a bid item. **The bid item price is to be based on the number of signs to be completed per the work order.** The bid item price will be paid once (1) for each work order issued during the length of the contract. Partial payments will be made with each pay application as the work progresses. These partial payments will be made as follows:

(1) When 50 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, will be paid.

(2) Upon completion of all work on the project, payment on any remaining amount bid for mobilization will be paid.

(3) 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 Work Order Contract not including the amount bid for mobilization.

**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.**

Payment will be made under:

| Pay Item | Pay Unit |
|---|---|
| Mobilization | Each |
| **Mobilization (1 to 99 signs)** | **Each** |

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# REVISION OF SECTION 627 AND 713
# PAVEMENT MARKING

**Section 627 of the Standard Specifications is revised as follows:**

**Subsection 627.02 shall be revised and shall include the following:**

Materials shall consist of the following:

a) **Raised Pavement Markers "City Posts" (Asphalt Installation) (White) or Raised Pavement Markers "City Posts" (Concrete Installation) (White)** - Posts shall consist of a round post (minimum of 3.15" in diameter, with 0.125" thick walls), integrated top cap, and the height specified in the plans. All posts shall be constructed of UV-stabilized thermo-plastic polyurethane for superior toughness and rebound. Posts shall be like PEXCO City Post or an approved equivalent.

b) **Rubberized Parking Block -** Rubberized parking blocks shall be a 6' Recycled Rubber Parking Block (measuring 6'long x 6" wide x 4" high) or approved equivalent.

c) **Rubber Speed Cushion -** Rubber speed cushions (including End Caps) shall be 6' in length and shall be like Barco Products Premium Rubber Speed Bumps or approved equivalent.

d) **Modular Durable Plastic Traffic Separator Curb (Tuff Curb) -** The Modular Durable Plastic Traffic Separator Curb shall be a durable and modular system which measures 40" in length, 12" wide, and 3" high with provisions for vertical delineators or object markers. The delineators may be bolt-in or quick release as specified in the plans. The Modular Durable Plastic Traffic Separator Curb shall be Tuff Curb or an approved equivalent.

e) **Flush Mount Flexible Posts (Asphalt Installation)**
***City Post (tubular marker, top cap, integrated anchor bolt assembly, and plug cap), 36" height, White, White Reflective Sheeting.***
**Flush Mount Flexible Posts (Concrete Installation)**
***City Post (tubular marker, top cap, integrated anchor bolt assembly, and plug cap), 36" height, White, White Reflective Sheeting.***

**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 Transportation Operations and the Engineer prior to installation of final striping.

**Subsection 627.11 shall be revised and shall include the following:**

a) **Raised Pavement Marker "City Posts" (Asphalt Installation) (White) or Raised Pavement Markers "City Posts" (Concrete Installation) (White)** shall be installed at the spacing and location shown on the plans.

Raised pavement markers "City Posts" shall be installed in accordance with the manufacturer's recommendations and specifications and shall be maintained throughout the required construction phase at the Contractor's expense.

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## REVISION OF SECTION 627 AND 713

Surface Mount: Raised pavement markers shall be PEXCO City Post SM Surface Mount with two wraps reflective sheeting or approved equivalent. “City Posts” shall be installed in accordance with the manufacturer's recommendations and specifications according to surfaces as specified on the plans. “City Posts” shall be installed using manufacturer’s anchorage and bolts.

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Surface Mount (Epoxy Anchoring): Raised pavement markers shall be PEXCO City Post SM Surface Mount with two wraps reflective sheeting or approved equivalent. "City Posts" shall be installed in accordance with the manufacturer's recommendations and specifications according to surfaces as specified on the plans. "City Posts" shall be installed with Firmmarker (EAS-06) Epoxy or approved equal."

Embedded Anchor Cup: Raised pavement markers shall be PEXCO City Post with Embedded Anchor Cup with two wraps reflective sheeting or approved equivalent. "City Posts" shall be installed in accordance with the manufacturer's recommendations and specifications according to either asphalt or concrete embedding as specified on the plans.

b) **Rubberized Parking Block** shall be installed where specified in the plans. Rubberized parking blocks shall be installed in accordance with the manufacturer's recommendations and specifications and shall be maintained throughout the required construction phase at the Contractor's expense.

c) R**ubber Speed Cushion -** Rubber speed cushions shall be installed in accordance with the manufacturer's recommendations and specifications and shall be maintained throughout the required construction phase at the Contractor's expense.

d) **Modular Durable Plastic Traffic Separator Curb (Tuff Curb) -** shall be installed where specified in the plans. The Modular Durable Plastic Traffic Separator Curb shall be installed in accordance with the manufacturer's recommendations and specifications and shall be maintained throughout the required construction phase at the Contractor's expense. The installation of this system shall include all manufactures recommended hardware.

**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:

| Pay Item | Pay Unit |
|---|---|
| Thermoplastic Pavement Marking | Square Foot |
| Modify Epoxy Pavement Marking | Gal |
| Methyl Methacrylate | Gal |
| Pavement Marking Paint (Waterborne) | 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) | Square Foot |

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

| | |
|---|---|
| Raised Pavement Markers "City Posts" (Asphalt Installation) (White) | Each |
| Raised Pavement Markers "City Posts" (Concrete Installation) (White) | Each |
| Raised Pavement Markers "City Posts" (Asphalt Installation) (White)(Removable) | Each |
| 6' Long Rubberized Parking Blocks (White Reflective Tape) (Asphalt) | Each |
| 6' Long Rubberized Parking Blocks (White Reflective Tape)(Concrete) | Each |
| Modular Rubber Speed Cushions (Yellow) | Each |
| Modular Rubber Speed Cushions End Cap (Yellow) | Each |
| Modular Durable Plastic Curb | Each |
| Modular Curable Plastic Curb End Cap | Each |
| Modular Durable Plastic Curb Delineator Post | Each |
| Modular Durable Plastic Curb Delineator – Object Marker (OM-3L) | Each |
| **Flush Mount Flexible Posts (Asphalt Installation)** | **Each** |

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 (b) Preformed Thermoplastic Material and replace with the following:**

*(b) Physical Requirements.*

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

2. Pigments. White – Sufficient titanium dioxide pigment shall be used to 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. Or as specified on the plans

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

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

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

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# 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.

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

**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.
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.

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**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.

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**-4-**
**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 630.13 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.

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**-5-**
**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:

| **Pay Item** | **Pay Unit** |
|---|---|
| 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 |

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# CITY AND COUNTY OF DENVER

## STATE OF COLORADO

DENVER
THE MILE HIGH CITY

## DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE

## Technical Specifications

## Contract Number: 2020XXXXX

## 2021 Pavement Marking On-Call

## November 30, 2020

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CITY AND COUNTY OF DENVER
DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE
Transportation Operations Division

**2020 Pavement Marking Construction Services Master On-Call Contract Technical Specifications**

General Contract Conditions shall be the City and County of Denver, Department of Transportation and Infrastructure, "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 and Section 107.12, of the "Colorado Department of Transportation Standard Specifications for Road and Bridge Construction" adopted in 2019 and as hereinafter modified. The City and County of Denver, Department of Transportation and Infrastructure, "Standard Specifications for Construction General Contract Conditions," 2011 edition shall prevail of 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 2019 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 City and County of Denver Transportation and Infrastructure Department Transportation Standards and Details for the Engineering Division, 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, along with the City's standard specifications and details, can be found at the following web address:
https://www.denvergov.org

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The Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction, dated 2019, 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**


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

**Section 202 of the Standard Specifications is revised as follows:**

**Subsection 202.05 paragraph 1 is hereby revised as following:**

Pavement markings shall be removed from the pavement to the maximum extent possible by methods that do not materially alter or damage the surface or texture of the pavement, to the satisfaction of the Engineer. The preferred method of removal is Water Jet Blasting or an approved alternative.
Operations that do not produce the desired result, damage the pavement, or may constitute a hazard to the traveling public will not be permitted. Materials deposited on the pavement as a result of removal of pavement markings shall be promptly removed so as not to interfere with traffic or roadway drainage.

**Subsection 202.11 paragraph 2 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.

Removal of vertical pavement marking elements will be measured by each element, completed and accepted. This work shall include removal of all anchors, and cleaning of any residue left on pavement surface.

**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** | **Pay Unit** |
|---|---|
| Removal of Pavement Marking | Square Feet |
| Removal of Vertical Pavement Marking Element | Each |

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.

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# 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.

## BASIS OF PAYMENT

**Subsection 626.02 is hereby revised as follows:**

Mobilization shall be paid as a bid item. The bid item price will be paid once (1) for each work order issued during the length of the contract. Partial payments will be made with each pay application as the work progresses. These partial payments will be made as follows:

(1) When 50 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, will be paid.

(2) Upon completion of all work on the project, payment on any remaining amount bid for mobilization will be paid.

(3) 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 Work Order Contract not including the amount bid for mobilization.

Payment will be made under:

| Pay Item | Pay Unit |
|---|---|
| Mobilization | Each |

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# REVISION OF SECTION 627 AND 713
# PAVEMENT MARKING

**Section 627 of the Standard Specifications is revised as follows:**

**Subsection 627.02 shall be revised and shall include the following:**

Materials shall consist of the following:

a) **Raised Pavement Markers "City Posts" (Asphalt Installation) (White) or Raised Pavement Markers "City Posts" (Concrete Installation) (White)** - Posts shall consist of a round post (minimum of 3.15" in diameter, with 0.125" thick walls), integrated top cap, and the height specified in the plans. All posts shall be constructed of UV-stabilized thermo-plastic polyurethane for superior toughness and rebound. Posts shall be like PEXCO City Post or an approved equivalent.

b) **Rubberized Parking Block -** Rubberized parking blocks shall be a 6' Recycled Rubber Parking Block (measuring 6'long x 6" wide x 4" high) or approved equivalent.

c) **Rubber Speed Cushion -** Rubber speed cushions (including End Caps) shall be 6' in length and shall be like Barco Products Premium Rubber Speed Bumps or approved equivalent.

d) **Modular Durable Plastic Traffic Separator Curb (Tuff Curb) -** The Modular Durable Plastic Traffic Separator Curb shall be a durable and modular system which measures 40" in length, 12" wide, and 3" high with provisions for vertical delineators or object markers. The delineators may be bolt-in or quick release as specified in the plans. The Modular Durable Plastic Traffic Separator Curb shall be Tuff Curb or an approved equivalent.

**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 Transportation Operations and the Engineer prior to installation of final striping.

**Subsection 627.11 shall be revised and shall include the following:**

a) **Raised Pavement Marker "City Posts" (Asphalt Installation) (White) or Raised Pavement Markers "City Posts" (Concrete Installation) (White)** shall be installed at the spacing and location shown on the plans.

   Raised pavement markers "City Posts" shall be installed in accordance with the manufacturer's recommendations and specifications and shall be maintained throughout the required construction phase at the Contractor's expense.

   <u>Surface Mount:</u> Raised pavement markers shall be PEXCO City Post SM Surface Mount with two wraps reflective sheeting or approved equivalent. "City Posts" shall be installed in accordance with the manufacturer's recommendations and specifications according to surfaces as specified on the plans. "City Posts" shall be installed using manufacturer's anchorage and bolts.

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Surface Mount (Epoxy Anchoring): Raised pavement markers shall be PEXCO City Post SM Surface Mount with two wraps reflective sheeting or approved equivalent. "City Posts" shall be installed in accordance with the manufacturer's recommendations and specifications according to surfaces as specified on the plans. "City Posts" shall be installed with Firmmarker (EAS-06) Epoxy or approved equal."

Embedded Anchor Cup: Raised pavement markers shall be PEXCO City Post with Embedded Anchor Cup with two wraps reflective sheeting or approved equivalent. "City Posts" shall be installed in accordance with the manufacturer's recommendations and specifications according to either asphalt or concrete embedding as specified on the plans.

**b) Rubberized Parking Block** shall be installed where specified in the plans. Rubberized parking blocks shall be installed in accordance with the manufacturer's recommendations and specifications and shall be maintained throughout the required construction phase at the Contractor's expense.

**c) Rubber Speed Cushion -** Rubber speed cushions shall be installed in accordance with the manufacturer's recommendations and specifications and shall be maintained throughout the required construction phase at the Contractor's expense.

**d) Modular Durable Plastic Traffic Separator Curb (Tuff Curb) -** shall be installed where specified in the plans. The Modular Durable Plastic Traffic Separator Curb shall be installed in accordance with the manufacturer's recommendations and specifications and shall be maintained throughout the required construction phase at the Contractor's expense. The installation of this system shall include all manufactures recommended hardware.

**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:

| Pay Item | Pay Unit |
|---|---|
| Thermoplastic Pavement Marking | Square Foot |
| Modify Epoxy Pavement Marking | Gal |
| Methyl Methacrylate | Gal |
| Pavement Marking Paint (Waterborne) | 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) | Square Foot |

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

| | |
|---|---|
| Raised Pavement Markers "City Posts" (Asphalt Installation) (White) | Each |
| Raised Pavement Markers "City Posts" (Concrete Installation) (White) | Each |
| Raised Pavement Markers "City Posts" (Asphalt Installation) (White)(Removable) | Each |
| 6' Long Rubberized Parking Blocks (White Reflective Tape) (Asphalt) | Each |
| 6' Long Rubberized Parking Blocks (White Reflective Tape)(Concrete) | Each |
| Modular Rubber Speed Cushions (Yellow) | Each |
| Modular Rubber Speed Cushions End Cap (Yellow) | Each |
| Modular Durable Plastic Curb | Each |
| Modular Curable Plastic Curb End Cap | Each |
| Modular Durable Plastic Curb Delineator Post | Each |
| Modular Durable Plastic Curb Delineator – Object Marker (OM-3L) | Each |

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 (b) Preformed Thermoplastic Material and replace with the following:**

*(b) Physical Requirements.*

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

2. Pigments. White – Sufficient titanium dioxide pigment shall be used to 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. Or as specified on the plans

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

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

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

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# 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.

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

**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.
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.

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**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.

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**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 630.13 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.

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**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:

| Pay Item | Pay Unit |
|---|---|
| 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 |