REQUEST FOR PROPOSALS

RFP-19-22

PROPOSAL DUE DATE:
THURSDAY, OCTOBER 24, 2019 BY 2:00 PM OUR CLOCK

COURTESY BUS BENCH, TRASH CAN, AND MAINTENANCE SERVICES

SEALED PROPOSALS MUST BY MAILED OR DELIVERED TO:

City of Wheat Ridge Municipal Building
Attn: Kirby Hollums
BID – Purchasing & Contracting Division
7500 W. 29th Avenue
Wheat Ridge, CO  80033
Phone: 303-235-2885

DOCUMENTS PREPARED BY:
PUBLIC WORKS ENGINEERING
PURCHASING & CONTRACTING DIVISION

IMPORTANT: PLEASE READ ENTIRE DOCUMENT
Per the attached specifications, terms, and conditions.

PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>PAGE #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>COVER PAGE ................................................................. 1</td>
</tr>
<tr>
<td>TABLE OF CONTENTS ........................................................... 2</td>
</tr>
<tr>
<td>ADVERTISEMENT ................................................................. 3</td>
</tr>
<tr>
<td>STATEMENT OF WORK ......................................................... 4</td>
</tr>
<tr>
<td>PROPOSAL SUBMISSION ...................................................... 5</td>
</tr>
<tr>
<td>EVALUATION CRITERIA ......................................................... 5</td>
</tr>
<tr>
<td>SELECTION PROCESS .......................................................... 6</td>
</tr>
<tr>
<td>ANTICIPATED SCHEDULE ...................................................... 7</td>
</tr>
<tr>
<td>INFORMATION TO PROPOSERS ............................................. 7</td>
</tr>
<tr>
<td>FORMS</td>
</tr>
<tr>
<td>PROPOSER INFORMATION FORM ............................................ 13</td>
</tr>
<tr>
<td>CERTIFICATE OF ILLEGAL ALIEN FORM ................................ 14</td>
</tr>
<tr>
<td>NON-DISCRIMINATION ASSURANCE FORM ............................. 15</td>
</tr>
<tr>
<td>NON-COLLUSION AFFIDAVIT ................................................. 16</td>
</tr>
<tr>
<td>SAMPLE AGREEMENT .......................................................... 17</td>
</tr>
<tr>
<td>EXHIBITS</td>
</tr>
<tr>
<td>EXHIBIT 1A – TRASH CAN SPECIFICATIONS .......................... 23</td>
</tr>
<tr>
<td>EXHIBIT 1B – BENCH SPECIFICATIONS .................................. 24</td>
</tr>
<tr>
<td>EXHIBIT 1C – BENCH PAD SPECIFICATIONS ........................... 25</td>
</tr>
<tr>
<td>EXHIBIT 2 – BENCH LOCATIONS ............................................ 26</td>
</tr>
<tr>
<td>EXHIBIT 3 – BENCH LOCATIONS MAP .................................... 27</td>
</tr>
<tr>
<td>EXHIBIT 4A THRU 4C – RIGHT OF WAY PERMIT INFORMATION ... 28</td>
</tr>
<tr>
<td>EXHIBIT 5 – GENERAL PERMIT TERMS &amp; CONDITIONS ............ 32</td>
</tr>
<tr>
<td>EXHIBIT 6 – ACCEPTANCE OF CONDITIONS STATEMENT ....... 36</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
</tr>
<tr>
<td>ATTACHMENT A – CHECK LIST ............................................. 37</td>
</tr>
</tbody>
</table>
| ADDENDUM (if applicable)  

RFP-19-22 Bus Bench, Trash Can, and Maintenance Services
REQUEST FOR PROPOSALS

BUS BENCH, TRASH CAN, & MAINTENANCE SERVICES

Project Overview/Scope: The City of Wheat Ridge is seeking a qualified firm for the installation and maintenance of the citywide courtesy bench, trash can, and maintenance services program. Anticipated start date is January 2020. **The possible term for this contract is negotiable, but shall not exceed ten (10) years.** There is no scheduled pre-proposal meeting.

Work shall include but not be limited to submitting application(s) for and subsequent installation of 51 approved courtesy benches and trash cans, inspection, and on-going maintenance for repairs, graffiti and trash removal, repainting and replacing damaged assets.

**Deadline for Questions:** Tuesday, October 8, 2019 by 2:00 PM

**Point of Contact:** Kirby Hollums, Buyer II, khollums@ci.wheatridge.co.us (email is the preferred method of communication), or phone 303-235-2885. Do not contact the requesting department or any member of the selection committee.

**Minimum Requirements:** Awarded firm must be pre-qualified and registered with the State of Colorado, meet minimum goals under Statement of Work and have a valid City Business/Use Tax license prior to doing business in the City of Wheat Ridge. This service requires compliance with the "Illegal Alien" Provisions of CRS8-17.5-101. Must have a minimum of three (3) years of experience in the advertisement placement industry, including the maintenance of locations.

**Proposals Due:** THURSDAY, OCTOBER 24, 2019 BY 2:00 PM OUR CLOCK. THERE IS NO PUBLIC OPENING. Late receipt of bids will not be considered regardless of postmark. It is the responsibility of the offeror to ensure the proposal is received in the Purchasing Office on or before the due date and time.

Submit to: City of Wheat Ridge Municipal Building
Attn: Kirby Hollums
BID – Purchasing & Contracting Division
7500 W. 29th Avenue
Wheat Ridge, CO 80033

The City only accepts proposals in hardcopy format. Fax, email, or other electronic means are not acceptable. Sealed proposals must include: one (1) marked “Original” and four (4) copies of the proposal, for a total of five (5) complete sets.

**Mark envelopes:** RFP-19-22 Courtesy Bus Bench, Trash Can, and Maintenance Services

**Comments:** All proposals must be sealed, and will be validated upon receipt. No proposals will be accepted after the due date and time. Proposals received after the specified opening time will be filed unopened. The City of Wheat Ridge reserves the right to reject any and all qualifications or any part, and to waive any formalities or informalities to make an award in the best interest of the City.

**RFP Documents:** Available on the RMEPS a division of BIDNET www.rockymountainbidsystem.com or call 1-800-677-1997 x 214 or visit the City Website for project documents and updates: www.ci.wheatridge.co.us

**Publish Dates:**

Kirby Hollums, Buyer II
I. INTRODUCTION

A. General

The City of Wheat Ridge (the “City”) Municipal Building is located in the northwest Denver metropolitan area, with municipal offices at 7500 W 29th Avenue, Wheat Ridge, CO 80033. The City’s area consists of about nine square miles of rolling land adjacent to Interstate 70 transportation corridor between Denver and the Rocky Mountains. The topography is somewhat unique, with a natural ridge traversing the City. The City is a suburban community of approximately 33,000 residents. The City is a home-rule municipality with eight council members, and a city manager and mayor form of government.

B. Background

The City has previously contracted for these services; that agreement is now expired, but is being maintained on a month-to-month basis. Visit the City website for information on multi-year agreements, vendors, and contract expiration dates.

C. Objectives

The City allows advertising on benches at some bus stops in the City. All bus benches and trash cans currently in place are owned by the contractor. There are fifty-one (51) approved locations for this contract.

The City seeks to contract with a qualified and experienced advertisement placement firm. Contractor shall have full and exclusive rights to secure commercial advertisement to be displayed on all bus benches referenced in this document, and to receive any monies in revenues derived therefrom. The possible term for this contract is negotiable, but shall not exceed ten (10) years.

II. STATEMENT OF WORK

Work shall include but not be limited to submitting application for new construction of courtesy benches and trash cans, inspection, and on-going maintenance for repairs, graffiti and trash removal, repainting and replacing damaged assets. The detailed services to be performed are stated in the attached Sample Agreement:

- Design and install bus benches and trash cans in accordance to the Wheat Ridge Code of Laws 21-124(a)
- Design shall comply with the American with Disability Act and City Standard for Bus Bench
- Applications must be approved by the City of Wheat Ridge
- Contractor is responsible for obtaining all necessary authorizations or grants of easements from owners
- Bi-weekly inspections of all bus stops having advertising benches is required
- Advertisements shall conform to the standard codes of advertising and City requirements
- Contractor is responsible for all repairs, graffiti, snow and trash removal, repainting and replacements
III. PROPOSAL SUBMISSION AND EVALUATION CRITERIA

A. Proposal Submission

Submit one (1) proposal marked “original” and four (4) additional printed copies, for a total of five (5) complete sets to:

Address: City of Wheat Ridge Municipal Building
ATTN BID: Kirby Hollums
BID – Purchasing & Contracting Division
7500 W. 29th Avenue
Wheat Ridge, CO 80033

PROPOSAL DUE DATE: THURSDAY, OCTOBER 24, 2019 BY 2:00 PM OUR CLOCK. NO EXCEPTIONS.

MARK OUTSIDE OF ENVELOPE: RFP-19-22, Courtesy Bus Bench, Trash Can, and Maintenance Services

B. Evaluation Criteria

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline described below and—at a minimum—contain the requested information.

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFP. Submittals should be formatted to correspond exactly to the bullets. Indexes for each of the categories are preferred, in the same order. While additional relevant information is encouraged, proposals must not exceed 60 letter-sized pages in length.

Omissions or incomplete responses in terms of content or aberrations in form may, at the City’s discretion, render the proposal non-responsive. If you would like to incorporate the City marketing logo or City seal in your submittal, please contact: Allison Menard via email: amenard@ci.wheatridge.co.us

Do not submit any fee proposals. Clear and concise responses are appreciated. Redundancy is discouraged.

Submit the following information in your proposal, in this order:

1) Signature Page and Forms
   a. Proposer Information and Addendum Acknowledgement
   b. Illegal Alien Form
   c. Non-Discrimination Assurance Form
   d. Non-Collusion Affidavit

2) Qualifications of the Firm (25%)
   a. Provide an overview of your company’s history. Include information on management, firm size, number of employees, years in business, location of working office, and other DBA’s.
   b. Provide a minimum of three (3) references with whom you have worked during the last five (5) years. Include the entity’s name, and the name, phone number, and email address of the project manager for each project listed. Provide a brief summary of the work performed and the duration of each contract.
   c. Explain methods and successes of advertising. Detail projections of gross sales for this project.
   d. Include any supplemental references or qualifications that may attest to your firm’s current ability to provide the required services.
   e. Discuss your firm’s familiarity with the project area and local advertising market.
f. Provide a statement agreeing to provide and maintain insurance per the RFP requirements, if awarded.
g. Disclose any relationships the owner or employees may have that could be construed or perceived as personal or organizational conflicts of interest.
h. Provide a brief summary regarding your firm’s financial stability. Disclose whether or not your firm or any affiliates have filed for bankruptcy or reorganization under bankruptcy laws.

3) Experience of Staff and Team (25%)
   a. Identify the team members and their respective roles.
   b. Provide resumes of essential staff; indicate experience with similar projects, and lengths of time with the company.
   c. Describe individual experiences with the City or other governmental agencies. Detail experience in the Denver metropolitan and other areas in Colorado.
   d. Describe the unique strengths and relevant experience your firm offers.

4) Approach, Timelines, and Current Workload (30%)
   a. Provide information on current and projected (next 9 months) workload and how this project will be accomplished within that framework, outlining various phases, if any.
   b. Detail your approach and timelines to implement these services. Include response time for repairs, snow and graffiti removal.
   c. Identify any foreseeable problems in the implementation of the program.
   d. Describe how the objectives identified will be achieved. Provide a timeline for improvements to each site for adherence to ADA standards.
   e. Demonstrate your understanding of the technical requirements.
   f. Provide samples of items similar to those requested in this RFP produced by the proposing firm.
   g. Discuss your customer service philosophy and your firm’s approach toward client communication and reporting.
   h. Discuss quality control methodology, including adherence to State and local procedures, construction documentation coordination and completion, and assurance of construction quality (if needed to meet ADA standards).

5) Fee Schedule (20%)
   a. Submit a detailed fee proposal for this project. You may offer a lump sum, percentage of sales, advertising services or other forms of compensation to the City.
   b. Discuss the frequency of payments to the City. If offering a percentage of sales, the payments to the City must be on a yearly basis.
   c. Detail any value-added services.
   d. Rates are negotiable.

The City reserves the right to base its evaluation on vendor experience, schedule for upgrades, references, and proposed revenue to the City.

IV. SELECTION PROCESS

The selection committee may either recommend an award based on the proposals alone, or elect to short-list firms and conduct interviews.

The short-list process includes written notification to the short-listed firms, interviews with firm members, reference checks on the top-ranked firm, and the negotiation of fees.
1) **Short List:** Submittals will be evaluated in accordance with the evaluation criteria above. The panel will review and score all proposals received. Firms with the highest scores may be invited to participate in oral interviews with the evaluation committee.

2) **Oral Interviews:** It is anticipated that oral interviews will be conducted in accordance to the schedule below. Short-listed firms will be notified in writing and invited to interview. Key personnel from the firm and major consultants who will be directly involved with the project should attend the interview. The selection committee will, in particular, be interested in knowing more about the firm’s previous experiences, the perceived ability to meet specified deadlines, and the overall project approach, and will appreciate the opportunity to converse with individuals who will act as the primary contacts for the project.

3) **Fee Proposals and Final Selection:** The City will attempt to negotiate a contract with the highest ranked firm, following the interview process.

V. **ANTICIPATED SCHEDULE OF EVENTS**
All times are local, and by our clock. Proposals will be validated (stamped) with time and date upon receipt.

<table>
<thead>
<tr>
<th>Event</th>
<th>Anticipated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>Sept. 24, 2019</td>
</tr>
<tr>
<td>Inquiry Deadline</td>
<td>Oct. 8, 2019 by 2:00 PM</td>
</tr>
<tr>
<td>Final Addendum Issued</td>
<td>Oct. 15, 2019</td>
</tr>
<tr>
<td>Proposal Due Date and Time</td>
<td>Oct. 24, 2019 by 2:00 PM</td>
</tr>
<tr>
<td>Short List</td>
<td>Oct. 30, 2019</td>
</tr>
<tr>
<td>Interviews</td>
<td>Nov. 13, 2019</td>
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<tr>
<td>Negotiation of Contract</td>
<td>Done by Nov. 27, 2019</td>
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<tr>
<td>Start Date</td>
<td>Jan. 2, 2020</td>
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<td>Completion Date</td>
<td>TBD</td>
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VI. **ADMINISTRATIVE AND OFFEROR INFORMATION**

1) **PROPOSAL OPENING, EVALUATION, AND AWARD**
There is no public opening. Names of each proposer will be posted on the city website. Proposals will be examined after opening, and will be evaluated on the basis of the evaluation criteria. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City and not necessarily on the basis of lowest price. The City reserves the right to make multiple awards if deemed in the best interest of the City. No proposal may be withdrawn for a period of sixty (60) calendar days of the Proposal Opening date.

2) **SALES AND USE TAXES**
Don’t include sales or use tax in your proposal, as the City of Wheat Ridge is exempt from City, County, State, and Federal sales and excise taxes. Certificates will be issued upon request.

3) **PROPOSER QUALIFICATIONS**
No proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to the City of Wheat Ridge, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply or service bid upon and that they have the necessary financial resources to provide the proposed supply or service.
4) **RIGHT TO INVESTIGATE**

The City reserves the right to investigate and confirm the proposer's financial responsibility. This may include financial statements, bank references, and interview with past consultants, employees, and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.

5) **NO COMMITMENT BY THE CITY OF WHEAT RIDGE**

This Request for Proposals does not commit the City of Wheat Ridge to award any costs or to pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. In acceptance of proposals, the City of Wheat Ridge reserves the right to negotiate further with one or more of the contractors as to any features of their proposals, and to accept modifications of the work and price when such action will be in the best interest of the City. This includes solicitation of a best and final offer from one or more of the proposers.

6) **PROPOSAL REPRESENTATION**

Each proposer must sign the proposal and shall give his or her full business address on the form provided in this proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

7) **ANTI COLLUSION CLAUSE**

No officer or employee of the City of Wheat Ridge, and no other public official or employee who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest—direct or indirect—in any contract or negotiation process thereof. The above compliance request will be part of all City of Wheat Ridge contracts for this service.

8) **INSURANCE**

The successful proposer shall, during the term of this Agreement and until completion thereof, provide and maintain the following types and minimum insurance coverage, as follows:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Minimum Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation, Coverage A</td>
<td>Statutory, including occupational disease coverage for all employees at work site.</td>
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<tr>
<td>Employer Liability, Coverage B</td>
<td>$500,000 per person</td>
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<td></td>
<td>$500,000 per accident</td>
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<tr>
<td></td>
<td>$500,000 each disease</td>
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<tr>
<td>Commercial General Liability <em>(including Premises-Operations, Independent Contractor's Protective, Broad Form Property Damage, and Contractual Liability)</em></td>
<td>$1 million per occurrence</td>
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<td>$2 million aggregate</td>
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<tr>
<td>Bodily Injury</td>
<td>$1 million per occurrence</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$2 million aggregate</td>
</tr>
<tr>
<td>Comprehensive Automotive Liability <em>(owned, hired, and non-owned vehicles)</em></td>
<td>$2 million per occurrence</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$2 million per occurrence</td>
</tr>
<tr>
<td>Property Damage</td>
<td></td>
</tr>
</tbody>
</table>
The City of Wheat Ridge shall be named as additional insured on all liability policies. Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.

The successful proposer shall effect the insurance policies in a company or companies and in a form satisfactory to the Owner. Before commencing any performance under the Agreement, successful proposer shall deliver to the City certificates of insurance issued by the insurance company and/or its duly authorized agents, pertaining to the aforementioned insurance and certifying that the policies stipulated above are in full force and effect.

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

Workers' Compensation Insurance
The contractor shall provide workers’ compensation insurance for all persons employed to perform work to be done under the contract, and assure that all workers will receive compensation for compensable injuries.

9) LAWS AND REGULATIONS
All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations shall apply to the award throughout, and herein incorporated here by reference.

10) SUBCONTRACTING
No portion of this proposal may be subcontracted without the prior written approval of the City.

11) SALES PROHIBITED / CONFLICT OF INTEREST
No officer, employee, or member of City Council shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies, or services—where such officer or employee exercises (directly or indirectly) any decision-making authority concerning such sale, or has any supervisory authority over the services to be rendered. Soliciting or accepting any gift, gratuity favor, entertainment, kickback, or any items of monetary value from any person who has or is seeking to do business with the City of Wheat Ridge is prohibited.

12) MODIFICATION OF AGREEMENT
No modification of award shall be binding upon the City, unless made in writing and signed by authorized agents of both parties.

13) CANCELLATION
Either party may cancel the award in the event that a petition—either voluntary or involuntary—is filed to declare the other party bankrupt or insolvent, or in the event that such party makes an assignment for the benefit of creditors.

14) TERMINATION OF AWARD FOR CAUSE
If through any cause the successful proposer shall fail to fulfill in a timely and proper manner its obligations, or if the successful proposer shall violate any of the covenants, agreements, or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful proposer of such termination—specifying the effective date of termination. In that event, all finished or unfinished services, reports, or other materials prepared by the successful proposer shall—at the option of the City—become its property, and the successful proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, or prepared documents/materials furnished.
Notwithstanding the above, the successful proposer shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful proposer, and the City may withhold any payments to the successful vendor for the purpose of set-off, until such time as the exact amount of damages due the City from the successful proposer is determined.

15) **TERMINATION OF AWARD FOR CONVENIENCE**
The City may terminate the award at any time by giving written notice to the successful vendor of such termination (specifying the effective date thereof) at least thirty (30) working days before the effective date of such termination. In that event all finished or unfinished services, reports, materials(s) prepared or furnished by the successful proposer under the award shall—at the option of the City—become its property. If the award is terminated by the City as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material of compensation previously made. If the award is terminated due to the fault of the successful proposer, termination of award for cause relative to termination shall apply.

16) **EQUAL OPPORTUNITY**
The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap.

It shall be a condition that any company, firm, or corporation supplying goods or services must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be required, upon request, by the City.

17) **DISADVANTAGED BUSINESS ENTERPRISES**
Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. As a recipient of Federal funds, subject to United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, the City of Wheat Ridge and its responsible agents, contractors and consultants assure that no person shall on the grounds of race, color or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project. The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, 49 CFR Part 21.

18) **COMMON LANGUAGE**
Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender. The words “firm,” “bidder,” “vendor,” “contractor,” “consultant,” and “proposer” refer to any person, partnership, corporation, or other entity.

19) **PROPRIETARY INFORMATION**
The evaluation committee will hold information provided by proposers during the RFP process in confidence until the date of an award. After that date, proposals will become public record. Proposers may request parts of their proposals to remain confidential and shall indicate as such in the proposal and on the appropriate proprietary or financial pages. All information included in any proposal that is of a proprietary nature must be clearly marked. The City shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm. An entire proposal shall not be considered proprietary.
20) Competitive and Integrity
The Purchasing Office maintains control of its internal and third-party communications during the procurement process to prevent biased evaluations and compromises of confidential information, and to preserve the competitiveness and integrity of such procurement efforts. Proposers should not disclose their pricing to any employees of the City other than the contract representative. Attempts by proposers to establish informal communication channels regarding this procurement will be viewed negatively, and shall result in rejection of the offending firm's offer.

21) Proposal Format
All responses to this Request for Proposal shall use the respondent's format, except for those pages which have blanks to be filled in by the respondent, or those pages marked for return with proposal. A proposal can be rejected by the City if the submitting firm fails to completely fill in all blanks for evaluation of the proposal, or fails to answer all questions. Proposal should be submitted initially on the most favorable terms. All proposals shall be prepared in a comprehensive manner as to content; however, no necessity exists for expensive binders or promotional materials. All costs—including travel and expenses incurred in the preparation of this proposal—shall be borne solely by the proposer.

22) Proposal Rejection and/or Partial Acceptance
The City reserves the right to the following:
- Reject any and all proposals.
- Accept other than the highest price.
- Waive minor defects or technicalities, formalities, and informalities.
- Accept in whole or in part such proposal where it is deemed advisable.
- Make an award on the basis of the apparent greatest benefit to the City of Wheat Ridge.
- Alter the scope of work on the basis of the apparent greatest benefit to the City of Wheat Ridge.

23) Governing Law
The laws of the State of Colorado shall govern any contract executed between the successful contractor and the City. Further, the place of performance and transaction of business shall be deemed to be in the County of Jefferson, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado—more specifically, Jefferson County, Colorado.

24) Taxes and Licenses by the Awarded Contractor
The contractor shall promptly pay—when they are due—all taxes, excises, license fees, and permit fees of whatever nature applicable to work which it performs under this agreement, and shall take out and keep current all required municipal, County, State or Federal licenses required to perform this work. Additionally, the contractor shall furnish the City—upon request—duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Contractor shall promptly pay—when due—all bills, debts, and obligations it incurs performing work under this agreement, and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by the City.

25) Funding
There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The contractor is specifically advised of this Section 2-4 of the Code of Laws. This contract is specifically subject to the provisions of said Code Section. Funding of this contract for any time period after January 1st of the year succeeding the date of entry of this contract is expressly contingent upon appropriations being made by the City Council of the City of Wheat Ridge, Colorado. No promise—expressed or implied—is made that such funding will be approved by the City Council, acting in its legislative discretion.
26) INDEMNIFICATION
The consultant agrees to indemnify, defend, and to hold the City and its agents, officials, officers and employees harmless for, from and against any and all claims, suits, expenses, damages, or other liabilities including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons to the extent caused by the negligent performance or failure of the consultant to provide services pursuant to the terms of this agreement.

27) INDEPENDENT CONTRACTOR
The consulting firm is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the firm to perform work under the terms of this RFP and any subsequent agreement shall be—and remain at all times—employees or agents of the firm for all purposes. The firm shall make no representation that it is the employee of the City for any reason.

28) EMPLOYMENT OF LABOR
The Consultant and each of the approved sub-consultants shall hire qualified workers for the project who are citizens of the United States or legal resident aliens with first preference being given, insofar as practicable, to those having served in the armed forces of the United States and having been honorably discharged or released from active duty therein.

The Consultant shall employ only competent persons to do the work, and whenever requested in writing by the City Representative, the Consultant shall discharge any person who commits trespass or in, in the opinion of the City Representative, disorderly, dangerous, unfaithful, insubordinate, incompetent or otherwise unsatisfactory.

29) DUE DILIGENCE
Due care and diligence has been used in the preparation of this information and it is believed to be substantially correct. The responsibility, however, for determining the full extent to the exposure and the verification of all information shall rest solely with the proposer. The City is not responsible for any errors or omissions in the specification, or for the failure of the proposer in determining the full extent of exposure.

30) DEBRIEFING
After the project award has been made, vendors may contact the City Buyer II to request a debriefing on the selection process, as well as a discussion of the strengths and weaknesses of their firm’s proposal.

31) SAMPLE AGREEMENT
A sample agreement is provided in the RFP documents for informational purposes only. Do not complete or enclose with your submitted proposal.

32) COOPERATIVE PURCHASING EFFORT
Other governmental agencies—including State agencies, special districts, counties, municipalities, and school districts, etc.—may be extended the opportunity to make an award with the agreement of the successful vendor(s).

Requests for participation of other agencies and/or groups will be coordinated by the MAPO agency hosting the bid. The host agency will notify in writing the vendor(s) and the agency and/or group wishing to participate. Each agency or group desiring to participate shall establish its own contract. It is understood and agreed that the City is not a legally binding party to any contractual agreement made between a MAPO or NASPO member and the vendor, as a result of this solicitation.

THANK YOU FOR YOUR INTEREST IN DOING BUSINESS WITH THE CITY OF WHEAT RIDGE
PROPOSER INFORMATION AND ADDENDUM ACKNOWLEDGMENT

FEIN / SSN (Required) ____________________________
Federal ID number

COMPANY NAME _______________________________________________________________________

ADDRESS ____________________________________________________________________________

CITY ___________________________ STATE _______ ZIPCODE ____________________________

PHONE ___________________________ FAX ____________________________________________

AUTHORIZED SIGNATURE _____________________________________________________________
REQUIRED—MUST BE IN INK

PRINTED NAME ____________________________

TITLE ___________________________ EMAIL ____________________________________________

PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDA

ACKNOWLEDGE ADDENDA: Proposer is responsible for confirming receipt of each addendum; please initial as applicable.

#1 ___________ #2 ___________ #3 ___________ #4 ___________

POINT OF CONTACT: Kirby Hollums, Buyer II, khollums@ci.wheatridge.co.us, phone 303-235-2885

DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE

Signature acknowledges that proposer:
1) Has read the RFP documents thoroughly prior to submitting a proposal,
2) Will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions,
3) Is capable of performing quality work to achieve the City objectives, and
4) Is submitting without collusion with any other individual or firm.

Bidder must complete and SUBMIT this form with your bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.
The vendor, whose name and signature appear below, certifies and agrees as follows:

1. The vendor shall comply with the provision of CRS 8-17.5-101 et seq.

2. The vendor shall not knowingly employ or contract with an illegal alien to perform this work, or enter into a contract with a subcontractor who knowingly employs or contracts with an illegal alien.

3. The vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).

4. The vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate an award for breach of contract, and the vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

CERTIFIED and AGREED to this __________ day of ______________________, 20__

RFP NUMBER AND TITLE: ________________________________________________

FIRM SUBMITTING PROPOSAL: ____________________________________________

(print full legal name)

Authorized Signature: ___________________________________________________

Printed Name: __________________________________________________________

Attestation: (a corporate attestation is required)

BY: ___________________________________________________________________

(Corporate secretary, or equivalent) Place Corporate seal here, if applicable

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.
Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin by any entity receiving Federal financial assistance.

The City of Wheat Ridge is a recipient of Federal financial assistance and as such, it—as well as all of its responsible agents, contractors and consultants—is required by the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 (the Regulations) to assure nondiscrimination. The City of Wheat Ridge assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin under any program or activity conducted by the City.

All bidders are hereby notified that the City of Wheat Ridge will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. This applies to all solicitations for bids for work or material subject to the Regulations, and for all proposals for negotiated agreements.

The bidder, whose name and signature appear below, certifies and agrees as follows:

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.

2. The bidder assures the City of Wheat Ridge that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.

3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the City of Wheat Ridge, as a sub-recipient of Federal financial assistance.

4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

FIRM: ________________________________
(Print full legal name of company)

AUTHORIZED SIGNATURE: ________________________________

Printed Name and Title: ________________________________

Date Certified and Agreed: ________________

Attestation: (A corporate attestation is required) 

BY: ________________________________

Corporate Secretary or Equivalent

*Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.*
COMPANY SUBMITTING BID

STATE OF:

COUNTY OF:

__________________________________________________________ of lawful age, being duly sworn, on oath
says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affidavit further states that the
Bidder has not been a party of any collusion among Bidders in restraint of freedom of competition by agreement to
bid at a fixed price or to refrain from bidding; or any Federal, State or Municipal official or employees as to quantity,
quality, or price in the prospective Contract, or any other items of said prospective Contract; or in any discussions
between bidders and any Federal, State or Municipal official concerning exchange of money or other thing of value
for special consideration in the letting of a Contract.

NAME

TITLE

Subscribed and sworn to before me this ____ day of ________________, 2019

NOTARY PUBLIC SIGNATURE

My Commission Expires:

Bidder must complete and SUBMIT this form with bid/proposal or will be considered
Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.
THIS AGREEMENT made this _____ day of MONTH, YEAR, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the “City” or “Owner” and ______ (company name) , ______ (company address) hereinafter referred to as the “Contractor.”

WITNESSETH, that the City of Wheat Ridge and the Contractor agree as follows:

ARTICLE 1 – SERVICES

The Contractor shall serve as the City’s contractor and provide as a minimum all of the contracted services required as per RFP-19-22 Project Name, as more fully described in the Request for Proposal and Contractor’s response to the RFP incorporated herein by reference.

ARTICLE 2 – TERM

The work to be performed under this agreement shall commence on January 2, 2020, or after receipt of a fully-executed copy of the agreement, whichever comes last, to the extent that the Contractor has been authorized to proceed by the City.

THE TERM FOR THIS AGREEMENT IS NEGOTIABLE, AND MUST NOT EXCEED TEN (10) YEARS.

The City may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Consultant, if needed.

ARTICLE 3 – PAYMENT SCHEDULE

The awarded Contractor shall pay the City for advertisement revenues based on this proposed schedule:

________________________________________________________________________

________________________________________________________________________

ARTICLE 4 – INDEPENDENT CONTRACTOR

In performing the work under this agreement, the Contractor acts as an independent contractor and is solely responsible for necessary and adequate worker’s compensation insurance, personal injury and property damage insurance, as well errors and omissions insurance. The Contractor, as an independent contractor, is obligated to pay Federal and State income tax on monies earned. The personnel employed by the Contractor are not and shall not become employees, agents, or servants of the City because of the performance of any work by this agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement, and that it has not paid or agreed to
pay any company or person—other than bona fide employees working solely for the Contractor—any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty the City will have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 5 – INSURANCE

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award, and prior to performance. Work shall not commence under this agreement until the Contractor has submitted to the City and received approval thereof, a certificate of insurance showing compliance with the following minimum types and coverages of insurance:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Minimum Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation, Coverage A</td>
<td>Statutory, including occupational disease coverage for all employees at work site.</td>
</tr>
</tbody>
</table>
| Employer Liability, Coverage B | $500,000 per person  
$500,000 per accident  
$500,000 each disease |
| Commercial General Liability (including Premises-Operations, Independent Contractor’s Protective, Broad Form Property Damage, and Contractual Liability)  
  - Bodily Injury  
  - Property Damage | $1 million per occurrence  
$2 million aggregate  
$1 million per occurrence  
$2 million aggregate |
| Comprehensive Automotive Liability (owned, hired, and non-owned vehicles)  
  - Bodily Injury  
  - Property Damage | $2 million per occurrence  
$2 million per occurrence |

The City of Wheat Ridge shall be named as additional insured on all liability policies. Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.

Nothing herein shall be deemed or construed as a waiver of any of the protections to, which the agencies may be entitled pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, CRS, as amended.

ARTICLE 6 – INDEMNIFICATION

The Contractor agrees to indemnify, defend, and to hold the City and its agents, officials, officers and employees harmless for, from and against any and all claims, suits, expenses, damages, or other liabilities—including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons to the extent caused by the negligent performance or failure of the Contractor to provide services pursuant to the terms of this agreement.
ARTICLE 7 – EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to age, race, color, religion, sex, or national origin. 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 provided by the local public agency setting forth the provisions of this nondiscrimination clause.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor—provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 9 – CHARTER, LAWS, AND ORDINANCES

The Contractor at all times during the performance of this agreement, agrees to strictly adhere to all applicable Federal, State, and local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this agreement.

ARTICLE 10 – LAW AND VENUE

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

ARTICLE 11 – TERMINATION

The Contractor acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions—including, but not limited to re-procurement costs, insufficient or improper work.

The City and the Contractor agree that this agreement may be canceled for cause by either party, with a fifteen (15) day prior written notice. The cost of completing the portion of the work which remains unperformed at the time of such termination shall be deducted from the contract price before payment is made.

The City may terminate the agreement for its convenience, upon thirty (30) days written notice. In the event of such termination the Contractor will be paid for all work and expenses incurred up until the time of such termination.

All work accomplished by the Contractor prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole property of the City, prior to payment for services rendered.
ARTICLE 12 – NOTICES

<table>
<thead>
<tr>
<th>Contact Information</th>
<th>City</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Russ Higgins</td>
<td></td>
</tr>
<tr>
<td>Office Phone:</td>
<td>303-235-2869</td>
<td></td>
</tr>
<tr>
<td>Cell Phone:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:rhiggins@ci.wheatridge.co.us">rhiggins@ci.wheatridge.co.us</a></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>7500 W. 29th Ave.</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Wheat Ridge, CO 80033</td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS

The duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The subcontractors permitted by the City shall be subject to the requirements of this agreement, and the contractor is responsible for all subcontracting arrangements, as well as the delivery of services as set forth in this agreement. The contractor shall be responsible for the performance of any subcontractor.

ARTICLE 14 – SEVERABILITY

To the extent that the agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable. Should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS

This agreement is intended as the complete integration of all understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the contractor.

ARTICLE 16 – PROHIBITION ON EMPLOYING OR CONTRATING WITH ILLEGAL ALIENS

Illegal Aliens – Public Contracts for Services
CRS 8-17.5-101 and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended:

The Contactor certifies that he/she shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-101 (2)(b)(i). The Contractor shall comply with all reasonable requests made in the course of an investigation by the CO Department of Labor and Employment. If the Contractor fails to comply with any
requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the City.

ARTICLE 17 - DISADVANTAGED BUSINESS ENTERPRISES

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Consultants shall insert this provision in all sub-contracts for any work covered by this Agreement, so that it shall be binding upon each sub-consultant or sub-contractor providing labor or services.
ARTICLE 18 – AUTHORIZATION

Each party represents and warrants that it has the power and ability to enter into this agreement, to grant the rights granted herein, and to perform the duties and obligations described herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in two (2) copies, each of which shall be deemed an original on the day and year first written above.

ATTEST:

___________________________________
JANELLE SHAVER, CITY CLERK

___________________________________
DATE

___________________________________
BUD STARKER, MAYOR

(Seal)

CONTRACTOR

NAME

ADDRESS

CITY, STATE, ZIPCODE

GERALD DAHL, CITY ATTORNEY

ATTEST TO CONTRACTOR:

___________________________________
NAME

___________________________________
TITLE

___________________________________
DATE

OWNER

CITY OF WHEAT RIDGE
7500 W. 29TH AVENUE
WHEAT RIDGE, CO 80033
303-234-5900

APPROVED AS TO FORM:

______________________________
GERALD DAHL, CITY ATTORNEY

AUTHORIZED SIGNATURE

___________________________________
PRINTED NAME

___________________________________
TITLE

___________________________________
DATE
Exhibit 1A

MATERIALS:
- MC402-DT (DOME TOP)
- VERTICAL STRAPS: 9/16" X 1 1/2" STEEL FLAT BAR
- TOP RING: 5/8" Ø STEEL ROUND BAR
- STRAP RINGS: 1/4" X 1 1/2" STEEL FLAT BAR
- 40 GALLON RIGID PLASTIC LINER (INCLUDED)
- LID: 22 3/6" X .083" WALL STEEL LID
- DOME TOP: 14"Ø X 0.093" WALL STEEL DOME

BASE SUPPORT MATERIALS:
- MC402-AT, MC402-DT, MC402-FT, MC402-ST
- CROSS SUPPORTS: 1/2" X 1" STEEL FLAT BAR
- SURFACE MOUNT PLATES: 1 1/2" X 3" X 1/4" STEEL FLAT
  MOUNTING PLATES WITH 9/16" Ø HOLES

MOUNTING WITH THREE (3), CUSTOMER SUPPLIED, 1/2" Ø X 4-5"
STAINLESS STEEL ANCHOR BOLTS

NOTES:
1. 8" LOGO TO BE ATTACHED TO FRONT OF TRASH RECEPTACLE

SUGGESTED VENDOR:
BRP ENTERPRISES, INC.
P.O. BOX 80613 LINCOLN, NE 68501
1 (800) 438-5311
PHONE: (310) 389-5311
FAX: (310) 389-5311
FAX: (888) 438-5312
www.BRPonline.com
EMAIL: specify@BRPonline.com

NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER’S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. CONTRACTORS NOTE: FOR PRODUCT AND PURCHASING INFORMATION VISIT
4. COLOR: RAVEN (BLACK)

MANCHESTER TRASH RECEPTACLE
MC402-DT

S-G06 TRASH RECEPTACLE
TRASH RECEPTACLE

APPROVED BY: 
APPROVE DATE: 12/2018

City of Wheat Ridge
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
**MATERIALS:**

- **SEAT STRAPS:** 1/4" X 1 1/2" STEEL FLAT BAR
- **SEAT SUPPORTS:** 1/4" X 1/2" STEEL FLAT BAR
- **PIPE SUPPORTS:** 1.315" O.D. X 0.133" WALL SCHEDULE 40 STEEL PIPE
- **END UNITS:** 1" X 1" SQUARE STEEL BAR
- **SURFACE MOUNT PLATES:** 1 1/2" X 3 1/2" X 1/4" STEEL PLATE WITH 9/16" HOLES MOUNTED WITH FOUR (4), CUSTOMER SUPPLIED, 1/2" Ø X 4-5" STAINLESS STEEL ANCHOR BOLTS

**SUGGESTED VENDOR:**
BRP ENTERPRISES, INC.
P.O. BOX 80613 LINCOLN, NE 68501
1 (800) 438-5311

PHONE: (310) 398-5311
FAX: (310) 398-5311
FAX: (888) 438-5312
www.BRPonline.com
EMAIL: specify@BRPonline.com

**NOTES:**

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
4. COLOR: RAVEN (BLACK)

**MANCHESTER BACKED BENCHES**

MC101-72
Exhibit 1C

ATTACHED WALK 
BENCH PAD

DETACHED WALK 
BENCH PAD AND CONNECTION

NOTE:
CONTRACTOR MUST LEAVE 5' AREA FOR ADA
ACCESSIBILITY.
REVISED 3/4/2019
**EXHIBIT 2**

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<tr>
<td>W 44th Ave &amp; Kipling St</td>
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</tr>
</tbody>
</table>
RIGHT OF WAY USE PERMIT

1. Name, address, and telephone number of proposed Permittee:

2. Describe location and nature of structure or other intrusion into the City of Wheat Ridge right-of-way and identify right of way; attach map other diagram:

3. Briefly describe reasons for encroachment and alternatives considered:

4. Indemnification.

The Permittee for itself and its heirs, successors and assigns, hereby releases and discharges the City, its employees, agents and assigns from any liability and from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever related to or arising from Permittee's occupation of the public right-of-way permitted hereunder. The Permittee agrees that the City may elect to provide its own defense or to require Permittee to provide such services. The Permittee shall be liable for all costs and fees related to the defense, regardless of which party provides the services.

5. Insurance.

(a) No permit shall be issued or remain in effect unless the Permittee obtains and maintains in force and on file with the Public Works Department, sufficient evidence of a general liability policy covering injury to or destruction of property and bodily injury, including death, to at least the liability limits established by Section 24-10-114, Colorado Revised Statutes, (currently $150,000 per person and $600,000 per occurrence) and as hereafter may be amended.
(b) Required coverage may be evidenced by endorsement, with the city named as an additional insured, and providing for thirty (30) days’ notice to the Director of Public Works or his designee in the event of any material change in or cancellation of the coverage.

(c) The Permittee must provide proof of the insurance coverages required by this paragraph on an annual basis and at such other times as reasonably requested by the Director of Public Works or his designee.

The undersigned, by his signature, acknowledges he/she is: An authorized representative of the Permittee; that the Permittee is familiar with and agrees to comply with all laws and regulations of the City of Wheat Ridge applicable to the permit granted herewith; that any misrepresentations or false statements appearing herein shall automatically cause this permit to be null and void in its entirety; and he/she hereby releases the City of Wheat Ridge from any liability which may arise from the issuance of the right of way encroachment permitted hereon. The City may, with 90 days written notice, terminate this permit. The Permittee herein agrees the City shall not be held liable for any costs incurred by the Permittee resulting from such termination:

Permittee ___________________________ Date ___________________________

For City Use Only – Permittee not to write below this line

City Engineer’s Comments:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Action by City

The Permit is:

___________ approved
___________ approved, with conditions (attached)
___________ denied

The term of this Right of Way Permit is: _________________ (may not exceed five years)

Date of Issue: _________________ Expiration Date: _________________

The term of this Right of Way Permit shall be in accordance with Section 21-102 of the City of Wheat Ridge Code of Laws.

City Engineer ___________________________ Date ___________________________
EXHIBIT 4B

PERMIT # _____________

RIGHT-OF-WAY CONSTRUCTION PERMIT

THIS PERMIT EXPIRES 90 DAYS FROM DATE OF ISSUE

(PLEASE PRINT CLEARLY and FILL IN BOTH SIDES OF FORM COMPLETELY)

Date ____________________ Anticipated Start Date ____________________

Applicant/Contractor ___________________________

Contractor Address ___________________________

City __________________ State ______ Zip _______ Phone _______

Contact Name ___________________________ Contact Phone Number (______)

List of Sub Contractor(s) ____________________________ ____________________________

Location of Construction (address) ____________________________ ____________________________

Description of Construction ____________________________ ____________________________

Estimate of Total Construction Cost $ __________ Materials Cost (Portion in ROW) $ __________

1) Applicant/Contractor is required to be licensed & bonded in the City of Wheat Ridge.
2) ALL PERMITS must include a traffic control plan for the designated area of construction.
3) Permits will not be processed until the traffic control plan has been received and approved by the City.
4) Contractor is required to notify the City 24 hours (Monday-Friday) prior to commencement of construction.
5) Contractor is required to perform all testing and submit the test results to the City within 48 hours.
6) Contractor must notify businesses and residents that will be impacted by the construction 48 hours prior to beginning work.
7) All construction affecting City Right of Way will require Erosion/Sediment Control.
8) Construction shall not begin until permit fees have been paid and the permit has been issued.
9) The permit and traffic control plan (TCP) shall be available on the job site at all times. Absence of a permit on the job site may be grounds for issuance of a “STOP WORK ORDER”.

For Details see Permit Testing & Inspection Requirements and/or Chapter 21; Article II. of City Code of Laws located on City Website.

FOR NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION
CALL (303) 235-2861 or (303) 235-2869

(Have the following information available when scheduling inspections)

• Permit #  • Location of Cut  • Type of Work  • Contact Name  • Contact Phone #

All work shall be in accordance with the City of Wheat Ridge Standard Drawings and Specifications, Permit Testing & Inspection Requirements and Encroachment Permit Resolution. The applicant shall assume full responsibility and liability, hold harmless and indemnify the City, and pay for all damages or claims resulting from said construction. The Applicant shall notify the appropriate utility companies for locates, and impacted businesses or residents 48 hours prior to construction.

Applicants Name (Printed) ___________________________ Signature of Applicant ___________________________

Title ____________________________

ISSUING OFFICIALS SIGNATURE ___________________________ DATE OF ISSUE/APPROVAL ___________________________

ROW Construction Permit

REV. 01/17
EXHIBIT 4C

PERMIT FEE’S TO BE CALCULATED BY CITY

STRUCTURES: $80 EACH - (Fill in quantity for each)

___ Crossspan  ___ Fillet  ___ Curb Ramp  ___ Drive Cut  ___ Manhole  ___ Other

TOTAL CONCRETE STRUCTURE FEES $________

SURFACE WORK: $0.30 SF ($60 minimum for ea. entry) - (Fill in cut size)

___ Sidewalk $________  ___ Curb/Gutter $________  ___ Curbside $________

___ Sub-grade Prep $________  ___ Pavement $________  ___ Other $________

Describe Other

TOTAL SURFACE FEES $________

SUB-SURFACE WORK: $0.40 SF ($80 minimum for ea. entry) - (Fill in cut size) - (Separate permit / each utility)

___ Water $________  ___ Sewer $________  ___ Gas $________  ___ Electric $________

___ Phone $________  ___ Cable $________  ___ Inlet $________  ___ Storm Sewer $________

___ Boring @ $40 Lineal Ft. $________  ___ Potholes ($25 each) $________  ___ Irrigation $________

___ Monitoring Well (500 per well) $________  ___ Traffic Signal $________  ___ Street and Ped light $________  ___ Other $________

Describe Other

TOTAL SUB-SURFACE FEES $________

3.5 % Materials Fee (figured from page 1) $________

Total Fees for Structures $________

Total Fees for Surface Work $________

Total Fees for Sub-surface Work $________

Storm Water Compliance Fee ($165.00 for less than one acre)

(350.00 for one to 29 acres)

(540.00 for 30 acres or more) $________

Traffic Control Only Fee ($25/plan) $________

Surcharge Fee (Equal to Sum of all Fees) $________

PERMIT FEE $________ 100.00

TOTAL FEES DUE (including surcharge if applicable) $________

Re-inspection Fee @ $65/day for _________ days (add to Total Fees Due) $________

Surcharge for working without a permit equals a double fee of no less than $250 $________

Permits in excess of two million dollars equals 1.5 x Inspector Wage $________

Inspection fees will be charged based on actual time expended by inspectors. The estimated permit fee shall be collected at the time of permit application. Should the permit fee exceed the estimated fee, the fee shall be re-estimated and collected. Overestimated fees shall be refunded.

INCLUDE ON A SEPARATE SHEET OF PAPER A SKETCH SHOWING WORK AREA, KIND OF WORK AND TRAFFIC CONTROL

LANE CLOSURE WILL BE REQUIRED □ YES □ NO

ROW Construction Permit

REV. 01/17
EXHIBIT 5

GENERAL PERMIT TERMS & CONDITIONS

PERMIT TYPE: ☐ Utilities ☐ Landscaping ☑ Construction ☐ Special Use

CHECKED TERMS (☑) APPLY TO THIS PERMIT

100 GENERAL

☐ 101 Please refer to this permit number in all communications and correspondence.

☐ 102 The Permittee, his or her heirs, successors-in-interest, assigns, and occupants of the Utility/Construction/Landscape/Special Use permitted by this permit shall be responsible for meeting the terms and conditions of this permit.

☐ 103 Before work begins, a certificate of insurance naming the Colorado Department of Transportation (CDOT) as an additional insured is required to be submitted to:

CDOT Region 6
TrafficAccess/Utilities Permits
Roadside Advertising
2000 South Holly Street
Denver, Colorado 80222

Description should include this permit number. Insurance should be in effect through 2-year warranty period from permit issue date and as long as installation exists in CDOT right-of-way. See attached Standard Terms 3.A through 3.H., inclusive.

☐ 104 READ ADDITIONAL STANDARD REQUIREMENTS OF THIS PERMIT AND OTHER TERMS AND CONDITIONS ON THESE ATTACHED SHEETS. A COPY OF THIS PERMIT, INCLUDING ALL TERMS AND CONDITIONS, MUST BE ON THE JOB SITE WITH THE CONTRACTOR. Call for an inspection of forms at least one working day prior to placing any concrete. The Colorado Department of Transportation inspection is not an approval of the grade or alignment of the work. The contractor and/or engineer is responsible for the proper grade and alignment. Minor changes or additions may be ordered by the field inspector to meet field conditions. Any survey monuments or markers disturbed during the execution of this permit shall be repaired immediately at the expense of the Permittee.

☐ 105 NOTIFY THE DEPARTMENT OF TRANSPORTATION INSPECTOR Roger Jameson, at (303) 667-2833, TWO WORKING DAYS BEFORE STARTING THE WORK OR RESUMING SUSPENDED WORK.

☐ 106 NOTIFY THE DEPARTMENT OF TRANSPORTATION INSPECTOR Greg Sinn, at (303) 616-0463, TWO WORKING DAYS BEFORE STARTING THE WORK OR RESUMING SUSPENDED WORK.

☐ 107 NOTIFY THE DEPARTMENT OF TRANSPORTATION INSPECTOR Mike Smith, at (303) 667-2831, TWO WORKING DAYS BEFORE STARTING THE WORK OR RESUMING SUSPENDED WORK.

☐ 109 On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act CRS 43-1-401, Rules and Regulations Pertaining to Outdoor Advertising.

☐ 110 All work is to conform to the plans on file with the Colorado Department of Transportation or as modified by this Permit. (IF DISCREPANCIES ARISE, THIS PERMIT SHALL TAKE PRECEDENCE OVER THE PLANS). The Colorado Department of Transportation plan review is only for the general conformance with the Colorado Department of Transportation design and code requirements. The Colorado Department of Transportation is not responsible of the accuracy and adequacy of the design, of dimensions, and elevations which shall be confirmed and correlated at the job site. The Colorado Department of Transportation, through the approval of this document, assumes no responsibility other than stated above for the completeness and/or accuracy of the plans.

☐ 111 The contractor shall follow the applicable construction specifications set forth by the Department of Transportation in the latest manual, Standard Specifications for Road and Bridge Construction, the M & S Standards, and the M.U.T.C.D

☐ 112 Any damage to any present highway facilities shall be repaired immediately and prior to continuing other work. Any mud or other material tracked or otherwise deposited on the roadway shall be removed daily or as ordered by the Inspector.

☐ 113 CDOT will determine the extent of inspection services for the work. A daily inspection may be done by the Colorado Department of Transportation from the time work begins inside the highway right-of-way until the job is completed and right-of-way restored to its original condition.

☐ 114 Water, storm sewer, sanitary sewer, gas, electrical, landscaping, telephone, traffic signal installations and fiber optic installations will require individual additional permits.

☐ 115 The Department will require the permittee to retain a Professional Engineer (PE) to be in Responsible Charge of Construction Observation. The PE's responsibilities include, but are not limited to:

1. The PE in Responsible Charge of Construction Observation shall evaluate compliance with plans and specifications with regard to the roadway improvements within the State Highway Right of Way only.
The PE's responsibilities shall be as defined in Section 5 of the BYLAWS AND RULES OF THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, and the relevant sections of the latest CDOT Standard Specifications for Road and Bridge Construction. The PE shall carefully monitor the contractor's compliance on all aspects of construction including Construction Zone Traffic Control.

2. Engineering Certification: After inspection and before final acceptance, the PE shall certify to CDOT, in writing, that all inspections, materials, materials testing, and construction methods conform to the plans, specifications and purpose of the design. The PE shall be experienced and competent in road and bridge construction management, and inspection and materials testing. Certification is defined as a statement that includes all of the following:
   a. Is signed and/or sealed by a PE representing that the engineering services addressed therein have been performed by the PE, or under the Professional Engineer In Responsible Charge;
   b. Is based upon the PE's knowledge, information, and belief; and
   c. Is in accordance with applicable standards of practice.
   d. CDOT is requesting a written confirmation from the Permittee that this requirement is met.

116 Two sets of plans on 11” x 17” paper and the original load rating results shall be submitted to Staff Bridge prior to construction for any culvert or bridge with a span longer than 12’ or any pedestrian structure. The load rating shall adhere to the procedures specified in the Colorado Department of Transportation Staff Bridge Load Rating Manual. The input file shall be submitted on a 3½” floppy disc. When construction is completed, two sets of “As Constructed” plans on 11” x 17” paper shall be sent to Staff Bridge to serve as the permanent record of the construction project.

117 The Permittee and his Professional Engineer shall follow the latest revisions to CDOT’s Standard Specifications for Road and Bridge Construction, Standard Special Provisions, especially REVISION OF SECTION 509 ERECTION OF STRUCTURES and/or REVISION OF SECTION 618 ERECTION OF STRUCTURES. The revisions can be found on CDOT’s website.


300 DRAINAGE, WATER QUALITY CONTROL, ENVIRONMENTAL

301 All disturbed landscaping is to be restored to original or better condition.

302 Areas of roadway and right-of-way disturbed during this installation shall be restored to insure proper drainage and erosion control.

303 ALL discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include substances such as: wash water, paint, automotive fluids, solvents, oils or soaps.

Unless otherwise identified by CDOT or the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division (WQCD) as significant sources of pollutants to the waters of the State, the following discharges to storm water systems are allowed without a Colorado Discharge Permit. System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, footing drains; water line flushing, flows from riparian habitats and wetlands, and flow from fire fighting activities. However, construction activities may require a Construction Stormwater Permit. Contact the CDOT Water Quality Program Manager at 303-757-9343.

ANY OTHER DISCHARGES may require Colorado Discharge Permit and/or separate permits from CDPHE or the appropriate agency before work begins. For additional information and permits, go to the CDPHE website at http://www.cdphe.state.co.us/wo/PermitsUnit/wqcdperm.html.

304 The Permittee is responsible for compliance with all Federal, State, and local environmental regulations, including the CDOT Region 6 Prairie Dog Policy. The Permittee should have a qualified environmental consultant on staff or hire a qualified environmental consulting firm to assess the proposed project area for potential environmental impacts and obtain any necessary permits prior to disturbance. Environmental impacts include, but are not limited to, wetlands, water quality, threatened or endangered flora and fauna, cultural resources including both archaeological and paleontological resources, and hazardous waste that can affect both human health and the natural environment. Should enforcement action(s) be taken by any agency with jurisdiction, liability for noncompliance with any environmental regulation is the sole responsibility of the Permittee. Questions regarding environmental impacts can be directed to the Region 6 Environmental Manager at (303) 757-9930.

400 TRAFFIC

401 No access to the work area will be permitted from the main lanes or ramps of the Interstate Highway.

402 Any construction equipment with outriggers shall use street pads.

403 No open cuts will be allowed within 30 feet of the edge of the traveled way at night, on weekends, or on holidays.

404 Where necessary to remove, add, or relocate a State Highway traffic control device, including striping, such...
additions, relocation or removals shall be accomplished by the applicant at its own expense and at the
direction of the Department.

500  **TRAFFIC CONTROL**

☐ 501  Daytime closures will be allowed Monday through Friday only. Night time closures will be allowed Sunday
through Thursday only unless otherwise approved by CDOT.

☐ 502  No interference with traffic will be allowed after 12:00 Noon on the day before a 3- or 4-day holiday weekend, as
listed under 108.07 of the Standard Specifications for Road and Bridge Construction.

☐ 503  Closing ONE through lane on state highways, interstates and freeways will be allowed as follows, unless
otherwise approved by CDOT: From 6:30 a.m. To 3:30 p.m. OR From ______ p.m. To ______ a.m. for this
permit and area only.

☐ 504  Closing TWO through lanes on state highways, interstates and freeways will be allowed as follows, unless
otherwise approved by CDOT: From ______ a.m. To ______ p.m. OR From ______ a.m. To ______ p.m., for this
permit and area only.

☐ 505  The Permittee shall coordinate all traffic control operations with any special events in the area. The
Permittee shall not schedule operations that interfere with traffic from 2 hours before until 2 hours after any
such event.

☐ 506  Traffic control plans are to be reviewed and accepted before construction.

☐ 507  Contact Region 6 Traffic at 303-757-9950 at least two working days before beginning any work near a
Department traffic signal.

☐ 508  Closing of ramps or traffic lanes will not be permitted.

☐ 509  Install Temporary Type VII Barrier with end sections and proper taper around the work area.

☐ 510  Two-way traffic must be maintained through the area at all times.

☐ 511  No equipment will be allowed in the main lanes of the roadway during construction.

☐ 512  No storage of materials or equipment will be allowed within 30 feet of the edge of traveled way.

☐ 513  Construction signs when not used, shall be turned away from the traffic. All work that requires traffic control
shall be supervised and implemented by a Traffic Control Supervisor certified by the American Traffic Safety
Services Association (ATSSA) or the Colorado Contractors Association (CCA). When flag persons are
required they shall be properly certified.

☐ 515  A certified Traffic Control Supervisor shall be on site at all times while construction traffic control is being
utilized on the project.

☐ 516  New above ground installations shall be placed outside of roadway "clear zone" as defined by the latest
AASHTO Roadside Design Guide or the installation shall have a breakaway system reviewed and approved
by CDOT.

600  **SURFACING**

☐ 601  Any new joints in asphalt or concrete shall be within 6 to 12 inches of the existing or proposed lane striping.

☐ 602  Construct 6-foot wide 4-inch thick concrete sidewalk abutting or behind the curb. Construct handicap ramps
at intersection of sidewalks and curbs. The sidewalk, if to be set back from the curb, it shall be at least 5 feet
from the curb. Curb, gutter and sidewalk shall NOT be poured monolithic EXCEPT in the case of handicap
ramps and curb cuts which will be poured monolithic.

☐ 603  SAW concrete removals to assure a straight edge for patching.

☐ 604  The manhole rings and covers shall be Department of Highways Standard 400 pound.

☐ 605  Valve and manhole covers shall be set ¾ inch below finished grade.

☐ 606  Okay to make ______ X ______ foot pavement cut for connecting purposes.

☐ 607  Full depth Hot Bituminous Pavement (HBP) shall be placed daily, 9-inch minimum or match existing,
whichever is greater.

☐ 608  All excavations for utility lines, culverts, trenches or tunnels shall meet the requirements of CSHA or the
Colorado Department of Transportation, whichever applies.

700  **MAINTENANCE**

☐ 701  Maintenance work may be done anytime within daylight hours as long as no interference to traffic is caused.

☐ 702  The Permittee shall be responsible for landscape maintenance, including irrigation, litter removal, weed
control and mowing from edge of pavement to the ROW or property line.

☐ 703  Install and mark a manual shut-off valve in the Highway right-of-way for emergency use by the Colorado
Department of Transportation.

☐ 704  The Colorado Department of Transportation reserves the right to do any maintenance work necessary in this
area.

☐ 705  Notify CDOT Region 6 Maintenance Section 8 Landscaping, Scott Dustan, at 720-289-0075 before starting
work in landscaped areas for locates of sprinkler system.
**MATERIALS**

- Trees and shrubs shall be planted far enough from the roadway to ensure that branches will not overhang into the traveled lanes at maturity.
- Disturbed right-of-way area, where applicable, must be topsoiled, fertilized, mulched, and reseeded with Department of Transportation Specification grass seed mix, which consists of:
  - **SPECIES**
  - **PLS/acre**
  - Smooth Brome (Manchur), Western Wheatgrass 8 lbs.
  - Fairway Crested Wheatgrass 4 lbs.
  - Side oats Graham 2 lbs.
  - Blue Grasses, Atraria (Ladie) 1 lb.
- Or landscaped as per approved plans.

**EARTHWORK**

- Conduit/casing shall be a minimum depth of 4 feet.
- All cable/conduit shall be installed by directional bore. No trenching shall be permitted.
- This Permit allows for the installation of monitoring wells and monitoring for a 2-year period from date of issue. This Permit may be re-issued for further monitoring at the end of the 2-year period. All construction and abandonment procedures shall conform to the requirements of the State Engineer’s office. All drill cuttings and water removed are to be transported from the site and properly disposed of. The wells are to be marked with permanent, waterproof identification stating Permittee’s name, address and phone number.

**OTHER**

- This permit is issued for construction of the concrete pad(s) and associated traffic control. Additional permits and/or requirements may be necessary for the bus bench advertising device. Any advertising device shall meet the requirements of the Outdoor Advertising Act and CDOT rules and regulations concerning Outdoor advertising. Contact CDOT Region 6 Outdoor Advertising representative Jim Blake concerning any outdoor advertising requirements or questions at office (303) 757-9629.
- Where pedestrian traffic is affected by the construction, a traffic control plan shall be submitted for review and acceptance showing how pedestrians will be accommodated.
- All construction shall meet Americans with Disabilities Act (ADA) requirements. Pedestrians shall be protected from any drop offs on the pad with an ADA acceptable rail or proper guarding. Any locations which do not have ADA access will require that a 5 foot side walk be provided which ties into the nearest existing walk.
- This permit does not cover any installation, construction, or activities outside of CDOT right-of-way. Any activities associated with this bus stop outside of CDOT right-of-way are the responsibility of the Bus shelter company and/or the local jurisdiction.
- Methods of Handling Traffic shall be prepared by a certified Traffic Control Supervisor and submitted for acceptance prior to starting work. Acceleration/Deceleration lanes may be closed 8:30AM -3:30PM. Through lane closures shall be coordinated with the CDOT inspector or as stated in the terms of this permit.
- In a follow up discussion with John Padon/Traffic Engineer of Lakewood regarding clear zone, he stated that he was satisfied that this location meets all clear zone requirements in an urban setting and still encourages mass transit options.
- A copy of the City permit (or letter stating that the City permits these installations and listing each location and corresponding CDOT permit number) shall be submitted to CDOT for each location prior to work being performed.

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Rev. 04/05/07 Page 4 of 4
EXHIBIT 6

BUS BENCH, TRASH CAN, and MAINTENANCE SERVICES

ACCEPTANCE OF CONDITIONS STATEMENT

A. Proposing firm indicates acceptance of the following conditions:

1. City of Wheat Ridge prohibits contracting with firms that employ certain relatives of City employees, unless the City Council determines that the making of such a contract is in the City’s best interest.

   No City Council member, member of a City Board or Commission, Municipal judge, City Manager, City attorney(s), or employee of the City of Wheat Ridge—or any such person's spouse, child, parent, brother, sister, dependent or person assuming a relationship being the substantial equivalent of the above—has an existing or pending (direct or indirect) financial, pecuniary, or personal interest in the proposing firm or this Request for Proposal (RFP), except as follows:

   

   

2. I / we hereby agree to all instructions, terms and conditions, and specifications contained herein.

B. I / we acknowledge the following addenda: __________________________________________

   Proposing Firm’s Name: ____________________________________________________________

   Address: _________________________________________________________________________

   Office Phone Number: _____________________________ Cell Phone Number: ______________________

   Submitted by: _________________________________________________________________

   SIGNATURE _____________________________ DATE _____________________________

   TITLE

   Attest (by officer if corporation) or notary (if individual): ________________________________

   SIGNATURE

   My commission expires (if notarized): _____________________________

   DATE
ATTACHMENT A

BUS BENCH, TRASH CAN, and MAINTENANCE SERVICES

RFP CHECK LIST

NAME OF FIRM: _____________________________________________________________

ADDRESS: _______________________________________________________________

CHECK-LIST:

The following information and forms must be included with your submittal, in this order:

➢ Proposer Information Sheet
➢ Acknowledgment of Addendum (if any)
➢ Illegal Alien Certification Form
➢ Non-discrimination Form

Please be certain to address the following in your proposal:

➢ Qualifications
➢ Experience
➢ Project Approach
➢ Revenue Schedule

Please review the sample agreement, but do not include a copy with your proposal submittal.