PROJECT DOCUMENTS

METAL ROOF REPLACEMENT
MUNICIPAL COURT
ITB-16-05

BIDS DUE: TUESDAY, MAY 31, 2016, BY 1:00 P.M. OUR CLOCK

Prepared by:

FACILITIES DIVISION
PURCHASING AND CONTRACTING DIVISION
CITY OF WHEAT RIDGE
7500 W. 29TH AVENUE
WHEAT RIDGE, CO 80033

And

FACILITIES ENGINEERING ASSOCIATES, P.C.
Project #: R05.2015.000979

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ITB-16-05

BID DUE DATE: TUESDAY, MAY 31, 2016, BY 1:00 P.M. OUR CLOCK

METAL ROOF REPLACEMENT – Municipal Court

SEALED BIDS MUST BE MAILED OR DELIVERED TO:

City of Wheat Ridge Municipal Building
Attention: Jennifer Nellis, CPPB
7500 West 29th Avenue, Purchasing and Contracting Division
Wheat Ridge, CO 80033
303-235-2811

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

FEIN / SSN (Required) _____
Federal ID number

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIPCODE _____

PHONE _____ FAX _____

EMAIL _____

AUTHORIZED SIGNATURE _____
REQUIRED – MUST BE IN INK

PRINTED NAME _____ TITLE _____

PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDA

ACKNOWLEDGEMENT OF ADDENDA: Proposer is responsible for confirming receipt of each addendum, please initial as applicable:

#1 _____ #2 _____ #3 _____ #4 _____

DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE
Signature acknowledges that proposer:

1) Has read the ITB documents thoroughly prior to submitting a bid,
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 bid or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

INVITATION TO BID
ITB-16-05
METAL ROOF REPLACEMENT – Municipal Court

Bid Due Date: TUESDAY, MAY 31, 2016, by 1:00 p.m. our clock. Public Opening: City of Wheat Ridge, 7500 W. 29th Avenue, Wheat Ridge, CO.

Scope of Work: The purpose of this project is to replace the existing metal roof panels on one roof area above the Court at the Wheat Ridge Municipal Building. Active leaks have been reported over approximately 3,810 square feet of roof area over selected court rooms. The roof has existing exposed fastener system with a 2 ¼:12 roof pitch and no roof penetrations. Work includes labor, materials, equipment, supervision and all incidentals.

The established budget for this project is approximately $75,000. The City requests that work be completed within a two-week period by mid-October, 2016.

Mandatory Pre-Bid Meeting: FRIDAY, MAY 6, 2016 at 8:30 AM, in the PD Training Room at the Wheat Ridge Municipal Building, 7500 W. 29th Avenue, Wheat Ridge, CO 80033. Enter on West side of the building.

Deadline for Questions: Noon, TUESDAY, MAY 17, 2016

Minimum Requirements: Must have or obtain a valid and current City Business/Use Tax license prior to doing business in the City of Wheat Ridge. This service requires compliance with the Illegal Alien Provision of CRS8-17.5-101 regarding employment of illegal aliens to perform on public contracts. A current certificate of insurance is required.

Contractor Qualification: Bidder must complete and submit the Contractor's Qualification Form provided with the bid document. Failure to complete this form and submit with bid may result in the disqualification of the contractor. The City's acceptance of this bid shall be based on information provided by the contractor in this form. Bid amount and qualifications are evaluated subsequent to bid opening to determine the successful bidder. The City does not prequalify contractors. EPLS/SAM at www.sam.gov conditions apply to Federally-funded projects.

Disadvantaged Businesses: 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.

Labor Compliance: Contractors shall comply with the amended provisions of CRS 8-17.5-101 and requirements of the Keep Jobs in Colorado Act, H.B. 13-1292 and CRS 8-17-101 et seq, regarding employment of illegal aliens and Colorado laborers to perform on public contracts.

Bid Bond: A 5% bid bond is required to be submitted with the bid. Payment and performance bonds for 100% of the contract price, as well as insurance will be required for the successful bidder.

Submit Sealed Bids to: City of Wheat Ridge Municipal Building
Attention: Jennifer Nellis, CPPB
7500 W. 29th Avenue, Purchasing Division
Wheat Ridge, CO 80033

Mark Sealed Envelopes: ITB-16-05, METAL ROOF REPLACEMENT – Municipal Court

Comments: All bids will be validated. No bids will be accepted after the bid due date/time. Bids received after the bid opening time will be filed unopened. The City of Wheat Ridge reserves the right to reject any and all bids or any part, and to waive any formalities or informalities to make an award in the best interest of the City.

Bid Documents: Available on the RMEPS/Bidnet website: www.rockymountainbidsystem.com (800-835-4603 option #2), and on the City's website: www.ci.wheatridge.co.us (click on the Bids and Proposals tab in the lower left-hand corner of the Home page). Project updates and awards will be posted on the City website.

Point of Contact: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us or fax 303-234-5924, or phone 303-235-2811. Email contact is preferred. **Do NOT contact the requesting department or the Engineer.**

Unauthorized contact regarding this ITB with City employees or contractors can result in disqualification. Any oral communications will be considered unofficial and non-binding. Bidders should rely on written statements issued by the City's Purchasing Agent.

Publish Dates:

Daily Journal: April 25 and May 2, 2016

City Website and RMEPS: April 25, 2016

_____

Jennifer Nellis, Purchasing Agent

INFORMATION FOR BIDDERS

BID SUBMISSION REQUIREMENTS

1.0 **Sealed bids for ITB-16-05, METAL ROOF REPLACEMENT – Municipal Court**, will be received by the City of Wheat Ridge, Office of the Purchasing Agent, 7500 W. 29th Avenue, Wheat Ridge, CO 80033, as stated in the Advertisement. **BID OPENING DATE IS SET FOR TUESDAY, MAY 31, 2016, BY 1:00 P.M. OUR CLOCK**, at which time bids will be publicly opened and read aloud.

Questions about this bid shall be referred to Jennifer Nellis, Purchasing Agent, 303-235-2811, or by fax 303-234-5924, or by email jnellis@ci.wheatridge.co.us (email preferred).

1.1 **Bid documents** are available on the City website: www.ci.wheatridge.co.us or on the Rocky Mountain E-Purchasing (RMEPS/Bidnet) website: www.rockymountainbidsystem.com (800-835-4603 option #2). Bidders are responsible to check the City website for the issuance of any addenda prior to submitting a bid—either by notification from Bidnet (if a registered vendor) or by checking the City website.

The City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bid documents. The City, in making copies of bid documents available on the terms in the Project Manual, does so only for the purpose of obtaining bids on the work, and does not confer a license of grant for use.

1.2 **Two (2) copies of the bid forms** must be signed and submitted. Single copies of the original bid bond, and any brochures or other supportive documents—if requested—will be accepted. All blank spaces for pricing must be filled in—in ink or typewritten—and the bid form must be fully completed and executed when submitted. In case of discrepancies the unit price shall govern the extension and subsequent totals. No alteration in bid prices by erasures, deletions, or strike-outs will be acceptable unless each alteration is signed or initialed by the bidder. A conditional or qualified bid will not be accepted.

The Non-Collusion Affidavit certifies that the bidder has not participated in any collusion, or taken any action in restraint of free competitive bidding. This form must be signed and submitted with the bid.

The List of Subcontractors includes names and amounts of all subcontracted work. The City reserves the right to approve the competency of any and all subcontractors' skills, responsibility, and business standing.

1.3 **Bids may be mailed or delivered** to the Municipal Building in person, but MUST be in a sealed envelope which is clearly marked with the name and number of the project for which the bid is being submitted. No bids will be accepted after the date and time established above, except by written addendum.

1.4 **Bid Bond** must accompany each bid, payable to the City for five percent (5%) of the total amount of the bid. A certified check or cashier's check payable to the City of Wheat Ridge may be used in lieu of a bid bond. Securities may not be substituted for bid bonds.

Attorneys-in-Fact who sign bid bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

Surety companies executing bid and performance bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Colorado.

1.5 **A bidder may withdraw or revise a proposal after it has been deposited with the City.** Withdrawal of bids may be made either in writing or in person; however, any bid withdrawn for purpose of revision must be

re-deposited with the City by the established bid due date and time. Bids may not be withdrawn after the time set for opening of bids.

1.6 **Late Bid:** The City assumes no responsibility for late deliveries of mail on behalf of the United States Post Office. Only sealed bids received by the Purchasing and Contracting Division will be accepted. Bids submitted by telephone, facsimile machine, or by other electronic means are not acceptable.

In the event of a situation severe enough to cause the City to close its offices for any reason, the City's Purchasing Agent has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to the closing of City offices.

1.7 Issuance of this Invitation to Bid does not commit the City of Wheat Ridge to award any contract or to procure or contract for any equipment, materials, or services. The City further reserves the right to waive informalities or irregularities, and the right to accept or reject any and all bids. This may include any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from bidders who lack experience or financial responsibility, or bids which are not to form, or to award bids to the lowest and most responsive and responsible bidder, or to require new bids

1.8 **The City of Wheat Ridge is exempt from City, County, State and Federal sales and excises taxes**. Certificates of exemption are available on the City's website: www.ci.wheatridge.co.us .

1.9 **Cost of Preparing Bids:** The City is not liable for any costs incurred during the bid process.

BID DOCUMENTS

2.0 The term "Contract Bid Documents" refers to and includes the following:

A. Bidder Information Form
B. Advertisement of Bid
C. Information for Bidders
D. Contractor Qualification Form
E. Bid Form
F. Bid Schedule
G. List of Subcontractors
H. Non-Discrimination Assurance Form
I. Illegal Alien Certification
J. Non-Collusion Affidavit
K. Bid Bond
L. Sample Agreement
M. Payment Bond
N. Performance Bond
O. Notice to Proceed
P. Final Receipt
Q. Project Special Provisions
R. General Provisions
S. Addenda
T. **Construction Specifications - Facility Engineering Associates, P.C. (FEA) (see attached project manual and drawings)**

Contract Bid Documents contain the provisions required for the bidding and construction of the specified project. The Owner shall provide the bidders—prior to bidding—all information that is pertinent to and delineates and describes the work. This may occur on the plans or in a separate document.

2.1. Each bidder is responsible for inspecting the site and for reading the being thoroughly familiar with the Contract Documents—including addenda. The failure or omission by any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to his bid. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done, or any materials specified for the work.

2.2 If it should appear to a bidder that the work to be done or matter relative thereto is not sufficiently described or explained in the Contract Documents, or that the Contract Documents are not definite and clear, the bidder may make written inquiry regarding same to the Purchasing Agent by the inquiry deadline specified in the Bid Documents. Then—if in the judgment of the Purchasing Agent—additional information or interpretation is necessary, such information will be issued in the form of an addendum and will be delivered to all individuals, firms and corporations who have received the Contract Documents. Such addendum shall have the same binding effect as though contained in the main body of the Contract Documents. Oral instructions or information concerning the Contract Documents or the project, given out by officers, employees, or agents of the Owner to prospective bidders, shall not bind the Owner. If no questions are submitted as outlined by the designated inquiry deadline, bidder waives the right to any conflict in the Contract Documents.

2.3 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout. Further, the bidder agrees to abide by the following Federal requirements: Executive Order No. 11246 as amended, including specifically the provisions of the Equal Opportunity Clause, the Immigration Reform and Contract Act of 1986, and the Americans with Disabilities Act of 1991.

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. Disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations subject to the Regulations. The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, 49 CFR Part 21 and assurances.

2.4 **Contractor Qualification:** Bidder must complete and submit the Contractor Qualification Form provided with the Bid Document. Failure to complete this form and submit with bid may result in the disqualification of the contractor. The City's acceptance of this bid shall be based on information provided by the contractor in this form. Bid amount and qualification shall be evaluated subsequent to bid opening to determine the successful bidder. The City does not pre-qualify contractors.

2.5 **Bidding Errors:** The City will not be liable for errors in any vendor's bid. Vendors will not be allowed to alter bids after the submission deadline has passed. The City reserves the right to make corrections or amendments due to errors identified in bids by the City or the vendor. This type of correction or amendment will only be allowed for such errors as typographical, transposition, or other obvious error. Vendors are liable for all errors or omissions contained in their bids.

When—after the City opens and tabulates submitted bids—a bidder claims error and requests to be relieved of award, he will be required to promptly present certified worksheets. The Purchasing Agent will review the worksheets, and if the Purchasing Agent is convinced—by clear and convincing evidence—that an honest, mathematically-excusable error or critical omission of costs has been made, the bidder may be relieved of his bid.

After opening and reading bids, the City will check submittals for correctness of extensions of unit pricing and total price. If a discrepancy exists between the price-per-unit and the extended amount of any bid item, the unit price shall prevail. The total of extensions, corrected where necessary, will be used by the City.

2.6 **Single Response:** A single response to this ITB may be deemed a failure of competition, and in the best interest of the City, the bid process may be cancelled.

2.8 **Proprietary Material:** Any information contained in the bid that is proprietary must be clearly designated as such. Marking the entire bid as proprietary will be neither accepted nor honored, and may result in a non-responsive determination resulting in disqualification of the bid.

2.9 **Bid Rejection:** The City reserves the right to reject any or all bids at any time without penalty.

CONTRACT AWARD

3.0 The Owner may make such investigations as deemed necessary to determine the ability of the bidder and subcontractors to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose, as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted or the investigation fails to satisfy the Owner that such bidder or any subcontractor is properly qualified to carry out the obligations of the Agreement. If the Owner rejects any subcontractor as unqualified, the bidder may substitute another subcontractor for approval by the Owner, but no change to the bid price will be allowed.

3.1 **Award of Contract** is anticipated within sixty (60) calendar days after the opening of bids, to the lowest most responsive, responsible, qualified bidder whose bid complies with all the requirements of this ITB. In addition to price, the following elements shall be given consideration:

- The ability, capacity and skill of the bidder to perform the contract work or provide the service required
- The character, integrity, reputation, judgment, experience and efficiency of the bidder
- Whether the bidder can perform the contract within the time specified
- The quality of Bidder's performance on previous contracts, if applicable
- The previous and existing compliance by the Bidder with laws relating to the contract or services
- Evidence of collusion with any other bidder, in which case colluding bidders will be restricted from submitting further bids on the subject project for future tenders
- Such other information as may be secured having a bearing on the decision to award the contract

Evaluation and award will only include the alternate (if any) if the base bid and the alternate price combined are within the advertised cost range. If more than one alternate is listed in the bid, the order or selection of the alternates for award is at the discretion of the City. Final award is made in the best interest of the City of Wheat Ridge.

3.2 **Notice of Award:** The successful bidder shall be notified of the recommendation for award and asked to provide two (2) signed agreements, verification of current liability insurance coverage, and payment and/or performance bonds. A performance bond and payment bond—each in the amount of 100 percent (100%) of the contract price—with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. Securities may not be substituted for Payment or Performance Bonds. Attorneys-in-Fact who sign Payment and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

3.3 **Agreement and Bonds:** The successful bidder shall return the two copies of the executed agreement and one acceptable Performance and Payment Bonds by a designated date. If the bidder fails to comply by the designated date, or if the bidder fails to provide acceptable bonds, the Owner may—at its option—consider the bidder in default, in which case the Bid Bond accompanying the proposal (bid) shall become the property of the Owner.

3.4 **Notice to Proceed:** The Owner, within fourteen (14) calendar days of receipt of the requirement stated in 3.3 above, shall execute the agreement and issue the Notice to Proceed at a pre-construction meeting with the contractor. If the Owner cannot issue the Notice to Proceed within such time period, the time period will be extended by mutual agreement between the Owner and contractor. If the Notice to Proceed has not been

issued within the 14 calendar day period or within the period mutually agreed upon, the contractor may terminate the agreement, by written notice, without further liability on the part of either party.

3.5 **Additional Documents:** Upon receiving Notice of Award the contractor may obtain from the City three sets of documents at no cost. Additional sets of drawing and specifications may be purchased on a cash sale basis from the City. The contractor and the Owner will agree on the date that work will commence, which shall be within fourteen (14) calendar days of the date of the Notice to Proceed, unless a time extension is approved by the Owner.

3.6 **Funding Appropriation:** Section 2-3 of the City's Code of Laws is presented in part below:

(a) FISCAL YEAR. Fiscal year for the City shall commence on January 1st and end on December 31st.

(b) BUDGET CONTAINS APPROPRIATIONS. The City Council shall annually adopt a budget in a manner consistent with the provisions of Chapter X of the Home Rule Charter of the City of Wheat Ridge. Upon the annual adoption by the City Council of each year's budget, levels of authorized expenditures from the funds indicated within the annual budget itself and/or the adopting resolution shall constitute the appropriation of the amounts specified therein for the purposes specified therein. During the course of each fiscal year, approval by the City Council of contracts for goods or services, and /or approval of bids for the provision of specified goods or services, shall likewise constitute appropriations of the amounts specified therein for the purposes specified therein.

(c) NO CONTRACT TO EXCEED APPROPRIATION. During each and any fiscal year no contract entered into by or on behalf of the City shall expend or contract to expend any money, or incur any liability, nor shall any contract be entered into nor any bid be awarded by or on behalf of the City which, by its terms, involves the expenditure of money for any of the purposes for which provision is made either in the adopted budget or adopting resolution, including any legally authorized amendments thereto, in excess of the amount appropriated in the budget or the approved contract or bid amount. Any contract or bid award, either verbal or written, made in violation of the provisions of this Section shall be void as to the City, and no monies from any source whatsoever shall be paid thereon.

(d) AMENDMENTS AND AUTHORIZED EXPENDITURES. Nothing contained herein shall preclude the City Council from adopting supplemental appropriation in a manner consistent with the provisions of Section 10.12 of the Home Rule Charter of the City of Wheat Ridge. Further, nothing contained in this Section shall prevent the making of contracts for governmental services or for capital outlay for a period exceeding one year, if such contracts are otherwise allowed by the Home Rule Charter of the City provided, however, any contract so made shall be executed only for the amounts agreed to be paid for such services to be rendered in succeeding fiscal years.

(e) NOTICE TO PARTIES CONTRACTING WITH THE CITY. All persons contracting with or selling goods or services to the City are hereby placed on notice of the provisions of this Section. The provisions of this Section shall become a part of the Merit System Personnel Rules and Regulations of the City of Wheat Ridge, shall be referred to specifically in all Public Works bid documents and contracts, and shall be incorporated into, or specifically noted within, all other contracts entered into by or on behalf of the City, wherein City funds are used to pay for said contract.

3.7 **Delays**, Section 2-4 of the City Code of Laws is presented in part below:

(a) The City may, by contract, require the contractor awarded a Public Works contract to waive, release, or extinguish its rights to recover costs or damages, or to obtain an equitable adjustment for delays in performing such contract, if such delay is caused—in whole or in part—by acts or omissions of the City or its agents, if the contract provides that an extension of time for completion of the work is the Contractor's

remedy for such delay. Such a clause is valid and enforceable, any provision of State law to the contrary notwithstanding.

(b) The City Council, by this ordinance, declares its local contracting powers to be a matter of purely local concern, and further specifically intends to supersede, pursuant to its powers under Article XX of the Colorado Constitution, the provisions of Sections 24-91-101 and 103.5 C.R.S., insofar as they conflict with the provisions of this Section of the Code of Laws of the City of Wheat Ridge, Colorado.

3.8. **Termination, Indemnification, Cancellation/Remedies**

Termination for Cause: If the successful bidder shall fail to fulfill in a timely and proper manner its obligations, or violate any of the covenants, agreements, or stipulations of the award, the City shall have the right to terminate the agreement by giving written notice to the bidder of such termination. All completed or unfinished work, reports, materials, documents and anything relating to the project shall become property of the City. The Bidder shall not be relieved of liability to the City for any damages sustained by virtue of the breach. The City may withhold payments until the cost of the damages is assessed.

Termination for Convenience: The City may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials prepared or furnished by the successful bidder under the award shall—at the option of the City—become its property. If the award is terminated by the City, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful bidder covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful bidder, termination of award for cause relative to termination shall apply.

Indemnification: The successful bidder 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.

Cancellation/Remedies: The City reserves the right to cancel any order resulting from this ITB with a sixty (60) day written notice if the vendor has failed to comply with the terms specified, has been notified in writing of three (3) such failures, and has failed to remedy the problem after each written notification. In the event of cancellation based on lack of contract compliance, the City will not be subject to any early termination or cancellation charges.

AWARDED CONTRACTOR REQUIREMENTS:

4.0 Signed agreement, performance and payment bonds, and insurance in compliance with bid requirements.

4.1 Permits

- City license to do work in the City of Wheat Ridge
- Building Department permit (no cost)

4.2 Security access, if applicable

- Contractor is responsible for securing any materials left on-site.

4.3 Normal working hours are Monday – Friday, 7:30 a.m. – 4:30 p.m. Holidays, weekends, nights, and furloughs with approval.

4.4 Invoicing and Payments: Payment will be made promptly upon receipt of correct and approved invoice for goods or services that have been delivered and accepted. No down payment or advance payment of any kind will be made. The City requires proof that the material(s) have been furnished, the service(s) rendered, or the labor performed as described before payment is made. For construction payments see General Provisions. A vendor may submit an invoice for partial shipments or progress payments. All invoices are to be submitted to: City of Wheat Ridge, Accounts Payable, 7500 W. 29th Avenue, Wheat Ridge, CO 80033.

ANTICIPATED PROJECT SCHEDULE

ITB Issued – RMEPS and City Website	April 25, 2016
Advertisement – Daily Journal	April 25 and May 2, 2016
Mandatory Pre-Bid Meeting	Friday, May 6, 2016 at 8:30 AM
Inquiry Deadline	Tuesday, May 17, 2016 by noon
Final Addendum Issued	Friday, May 20, 2016
Bid Due Date and Time	Tuesday, May 31, 2016 1:00 PM our clock
Submit CAF	June 3 or 17, 2016
City Council Approval	June 13 or 27, 2016
Project Start Date	TBD, 2016
Final Completion	2 weeks

IMPORTANT: THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

CONTRACTOR'S QUALIFICATION FORM

Your Bid Will Not Be Processed If Incomplete

SECTION I - IDENTIFICATION

1. Identification of Applicant Firm

A. _____
Exact Legal Name of Applicant Firm DUNS #

B. _____
Address City State Zip Code

C. _____
(Mailing Address, if different from above)

D. Primary Company Telephone No. ( ) _____ Fax No. ( )_____

E. Applicant Firm's Contact Person for Public Works Office follow-up:

_____
Print or Type Name Position Telephone Number

F. Has the Applicant Firm changed its address or has the Firm or its Owner(s) operated under any other name(s) including other DBAs in the past five years? If yes, explain fully on a separate sheet of paper.
☐ No ☐ Yes

G. Type of business organization: _____

YEAR organization established: _____ NUMBER of current full time employees: _____

☐ Sole Proprietor ☐ Corporation
[Date and State of Incorporation _____

☐ Limited Partnership ☐ General Partnership

[Date and State of Partnership filing _____

☐ Limited Liability Company ☐ Limited Liability Partnership

[Date and State of filing _____

☐ Other (describe)_____

Type of service(s) to be provided to the City of Wheat Ridge.

☐	General Contractor	☐	Concrete Flatwork
☐	Storm Sewer	☐	Concrete Structures
☐	Traffic Signals	☐	Slurry Seal
☐	Grading	☐	Fog Seal
☐	Asphalt Paving	☐	Crack Sealing
☐	Concrete Paving	☐	Landscaping
☐	Signing	☐	Striping
☐	Traffic Control	☐	Other (describe)_____

SECTION II - OWNERSHIP/MANAGEMENT, PROJECT MANAGEMENT, SUPERVISORS, AND RELATED ENTITIES

1. Owners

List Owners of Applicant Firm.

Full Legal Name	Title	Years of Related Experience	% Of Ownership

[Use additional sheets if necessary]

2. Project Management Team, Supervisors and Employees Who Will Be Working Directly On The Project(s).

List the full names of the primary employees of the proposed Project Team.

Full Legal Name	Present Position	Years of Related Experience	% of Time Devoted to Project	Professional Licenses

[Use additional sheets if necessary]

3. Resume

Attach resumes of the Project Management Team showing the last five years of employment in this field. Resumes must be comprehensive and include of Firms worked for and dates of employment.

4. Contractor's License(s)

The awarded Contractor must obtain or have a current City of Wheat Ridge Municipal Contractor's License within 7 days of Council approval of bid award.

SECTION III - CONTRACTING HISTORY

1. Contracting History

A. List the applicant Firm's six largest contracts in the last three years.

1. Company Name _____ Contact Name _____

   Street Address _____

   City _____ State _____ Zip Code _____

   Phone No: _____ Fax No: _____

   Contract Name & Number _____

   Contract Amount _____ Start/Completion Dates _____

   Description of Work _____

   _____

   Prime or Subcontractor _____

2. Company Name _____ Contact Name _____

   Street Address _____

   City _____ State _____ Zip Code _____

   Phone No: _____ Fax No: _____

   Contract Name & Number _____

   Contract Amount _____ Start/Completion Dates _____

   Description of Work _____

   _____

   Prime or Subcontractor _____

SECTION III - CONTRACTING HISTORY – (Continued)

3. Company Name _____ Contact Name _____

   Street Address _____

   City _____ State _____ Zip Code _____

   Phone No: _____ Fax No: _____

   Contract Name & Number _____

   Contract Amount _____ Start/Completion Dates _____

   Description of Work _____

   _____

   Prime or Subcontractor _____

4. Company Name _____ Contact Name _____

   Street Address _____

   City _____ State _____ Zip Code _____

   Phone No: _____ Fax No: _____

   Contract Name & Number _____

   Contract Amount _____ Start/Completion Dates _____

   Description of Work _____

   _____

   Prime or Subcontractor _____

5. Company Name _____ Contact Name _____

   Street Address _____

   City _____ State _____ Zip Code _____

   Phone No: _____ Fax No: _____

   Contract Name & Number _____

   Contract Amount _____ Start/Completion Dates _____

   Description of Work _____

   _____

   Prime or Subcontractor _____

SECTION III - CONTRACTING HISTORY – (Continued)

6. Company Name _____ Contact Name _____

   Street Address _____

   City _____ State _____ Zip Code _____

   Phone No: _____ Fax No: _____

   Contract Name & Number _____

   Contract Amount _____ Start/Completion Dates _____

   Description of Work _____

   _____

   Prime or Subcontractor _____

In the past five years has the Applicant Firm or any Affiliate been the subject of any of the following actions?

A. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?
   ☐ No ☐ Yes

B. Failed to complete a contract for a commercial, private owner or Government agency?
   ☐ No ☐ Yes

C. Been denied a low-bid contract in spite of being the low bidder?
   ☐ No ☐ Yes

D. Had a contract terminated for any reason, including default?
   ☐ No ☐ Yes

E. Had liquidated damages assessed against it during or after completion of a contract?
   ☐ No ☐ Yes

If "Yes" to Sections IV, V or VI, provide details including a brief summary of cause(s) of action, indicate if Applicant Firm, Owner or Affiliate Firms were plaintiffs (P) or defendants (D); define charges explicitly, by what authority, court or jurisdiction, etc. Complete details are required!

_____

NOTE: For Sections IV and V below, the definition of an "investigation" includes: an appearance before a grand jury by representatives of the Firm; any oral or written inquiry or review of the Firm's documents by a governmental or law enforcement agency or investigative agency; or questioning of employees concerning the general operation or a specific project or activities of the Firm

SECTION IV - CIVIL ACTIONS

1. **Violations Of Civil Law**
   In the past five years has Applicant Firm, any of its Owners, or any Affiliate been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state or local civil law?
   ☐ No ☐ Yes

2. **Lawsuits With Public Agencies**
At the present time is, or during the past five years has the Applicant Firm, any of its Owners, or any Affiliate been a plaintiff or defendant in any lawsuit regarding services or goods provided to the City of Wheat Ridge or to a public agency?
☐ No ☐ Yes

3. **Bankruptcy**
During the past five years, has the Applicant Firm or any Affiliate filed for bankruptcy or reorganization under the bankruptcy laws?
☐ No ☐ Yes

4. **Judgments, Liens And Claims**
During the past five years, has the Applicant Firm been the subject of a judgment, lien or claim of $10,000 or more by a subcontractor or supplier?
☐ No ☐ Yes

5. **Tax Liens**
During the past five years, has the Applicant Firm been the subject of a tax lien by federal, state or any other tax authority? ☐ No ☐ Yes

SECTION V - COMPLIANCE WITH LAWS AND OTHER REGULATIONS

1. **Criminal**

In the past five years has the Applicant Firm, any of its Owners, or Affiliates:

A. Been the subject of an investigation involving any alleged violation of criminal law?
☐ No ☐ Yes

B. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument? ☐ No ☐ Yes

C. Been convicted, after trial or by plea, of any felony under state or federal law?
☐ No ☐ Yes

D. Been convicted of any misdemeanor involving business-related crimes?
☐ No ☐ Yes

E. Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or a violation of any antitrust laws?
☐ No ☐ Yes

F. Entered into a consent decree?
☐ No ☐ Yes

G. Been granted immunity from prosecution for any business-related conduct constituting a crime under state or federal law? ☐ No ☐ Yes

H. Taken the Fifth Amendment in testimony on any business-related crime?
☐ No ☐ Yes

I. Paid a fine or settlement to resolve any criminal or civil violations or allegations involving a business activity? ☐ No ☐ Yes

J. Do any Owners in Applicant Firm have any felony charges pending against them that were filed either before, during, or after their employment with the Applicant Firm?
☐ No ☐ Yes

1. Regulatory Compliance

In the past five years, has Applicant Firm, any of its Owners, or Affiliates been cited for:

A. A violation of any labor law or regulation, including prevailing wage rates and fair labor practices?
☐ No ☐ Yes

B. An OSHA violation?
☐ No ☐ Yes

C. A violation of federal, state or local environmental laws or regulations?
☐ No ☐ Yes

D. Any other administrative, statutory or regulatory violations?
☐ No ☐ Yes

SECTION VI - ETHICS

1. False Statements, Bribes, Collusion

In the past five years has the Applicant Firm, any of its Owners, or Affiliates:

A. Filed with a government body (including City of Wheat Ridge) or submitted to a government employee (including City of Wheat Ridge employee) any form of document known by the Applicant Firm, any of its Owners, or by the person submitting the document, to contain false information?
☐ No ☐ Yes

B. Created or maintained false business records?
☐ No ☐ Yes

C. Given, or offered to give, money or any other benefit to a public official or employee with intent to influence that person regarding any of their official acts, duties or decisions?
☐ No ☐ Yes

D. Given, or offered to give, money or other benefit to an official or employee of a private business with intent to induce that official or employee to engage in unethical or illegal business activities (including but not limited to improper gratuities, and/or violations of lobbying regulations)?
☐ No ☐ Yes

E. Agreed with another to bid below prevailing market rate?
☐ No ☐ Yes

F. Agreed with another to submit identical or complimentary bids or otherwise not to bid competitively?
☐ No ☐ Yes

G. Agreed with another not to submit competitive bids in another's territory established either by geography or customers? ☐ No ☐ Yes

H. Agreed with another to take turns in obtaining contracts by pre-determining which Firm shall submit the lowest bid? ☐ No ☐ Yes

1. **Conflict Of Interest**

A. Does the Applicant Firm, any of its Owners or Project Team Members have any existing relationships that could be construed as either personal or organizational conflicts of interest, or which would give rise to a conflict if Applicant Firm should be a recipient of a contract with the City of Wheat Ridge?

☐ No ☐ Yes

B. Has any Owner or Project Team member of Applicant Firm ever (if yes explain fully):

1. Been an employee of the City of Wheat Ridge, or served as a Member of Wheat Ridge City Council?

☐ No ☐ Yes

2. Been related by blood or marriage to a City of Wheat Ridge employee or Council Member?

☐ No ☐ Yes

SECTION VII - ADDITIONAL DOCUMENTATION REQUIRED

Additional document copies to be submitted with this application:

Letter of Reference from your Firm's Surety, which states current available aggregate and single project bonding capacity (This Application will not be processed without this letter)

List of Major Equipment by number and type available for the Project(s).

BID FORM
ITB-16-05
METAL ROOF REPLACEMENT – Municipal Court

This is the proposal (bid) of _____ (hereafter called "BIDDER") organized and existing under the laws of the State of _____ doing business as a _____ (insert "corporation," "partnership," or "an individual," as applicable.)

To the CITY OF WHEAT RIDGE (hereinafter called "Owner").

The undersigned bidder proposes and agrees—if this bid is accepted—to enter into an agreement with the Owner in the form included in the Contract Bid Documents, to complete all work as specified or indicated in the Contract Bid Documents for the contract sum and within the contract time indicated, in accordance with the Contract Bid Documents.

Bidder accepts all of the terms and conditions as outlined in Instructions to Bidders. The bid will remain open for sixty days after the day of bid opening. Bidder will sign the agreement and submit any documents required by the contract documents within seven (7) calendar days after notification or the designated date.

By submission of this bid, each bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this bid has been arrived at independently—without consultation or communication with any competitor. Every bid submitted to the City shall contain a statement certifying that the bidder has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement shall be in the form of an affidavit provided by the City and included in the Bid Proposal. The bidder's proposal will be rejected if it does not contain the completed Non-Collusion Affidavit.

Bidder agrees to abide by the following Federal requirements: Executive Order No. 11246 as amended, including specifically the provisions of the Equal Opportunity Clause, the Immigration Reform and Contract Act of 1986, the Americans with Disabilities Act of 1991 and United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, assuring 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.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed, and to fully complete the project within _____ WORKING DAYS.

The Notice to Proceed shall be issued within fourteen (14) days of the execution of the agreement by the Owner. Should there be reason why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the period mutually agreed upon, the Contractor may terminate the agreement without further liability on the part of either party.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose, as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is property qualified to carry out the obligations of the agreement.

Bidder has examined the site and locality where the work is to be performed, as well as the legal requirements (Federal, State, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the work, and has made such independent investigation as Bidder deems necessary.

BID FORM, CONTINUED
ITB-16-05
METAL ROOF REPLACEMENT – Municipal Court

Bidder will complete the work for all accepted bid items and provide all materials, labor, and equipment to complete the work as per bid specifications. It is the Owner's intent to award a single contract to the qualified, low bidder deemed most responsive and responsible. Signature acknowledges Bidder has read the bid documents thoroughly before submitting a bid, will fulfill the obligations in accordance with the Scope of Work or specifications, agrees to terms and conditions as outlined, and is submitting without collusion with any other firms. Do not submit more than one bid from your firm, or both bids will be deemed non-responsive and be disqualified. Submit bid with authorized signature(s) where indicated.

Company Name Date

Address

City State Zip Code Phone Number

Fax Number email address

FEIN/SSN (required)

Authorized Signature

Printed Name Title

License No. Type Expiration Date

ATTEST: **SEAL (if bid is by a corporation)**

Printed Name

Signature Title

ADDENDA

Bidder is responsible to check the City website for issuance of any addenda prior to submitting bid: www.ci.wheatridgte.co.us . Bidders registered on BidNet (Rocky Mountain e-Purchasing System) will be notified of issued addenda via email.

Please acknowledge receipt of the following Addenda (if applicable):

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____

COMPANY SUBMITTING THIS BID: _____

BID SCHEDULE
ITB-16-05
METAL ROOF REPLACEMENT – Municipal Court

Bidder agrees to perform all the work described in the Contract Documents for the following unit prices or lump sums, as specified:

BASE BID

The undersigned proposes to provide all material, equipment, and labor necessary to complete the 2016 Roof Replacement Project (ITB-16-05 Metal Roof Replacement – Municipal Court) as described in the Bidding Documents. The Owner reserves the right to accept the bid for all items together, or any combination of bid items. All Work shall be completed in accordance with the Project Manual, prepared by Facility Engineering Associates, P.C., with technical specifications and Drawings describing the project requirements.

Each price provided shall include all direct costs, indirect costs, overhead, taxes, permits, insurance, profit, delay and/or any other related cost and all pricing necessary of the completion of the Project. The Base Bid shall be based on the following pricing:

Base Bid		
Base Bid Item	**Bid Type**	**Bid Item Amount ($)**
Mobilization/Demobilization Site Supervisor	Lump Sum	$
Demolition of Existing Roof Assemblies	Lump Sum	$
Installation of new plywood substrate	Lump Sum	$
Installation of moisture resistant membrane	Lump Sum	$
Installation of new metal roof panels	Lump Sum	$
Total Bid (State in Figures)	$	
Total Bid (State in Words)		

ALTERNATE #1:

Bidder proposes to provide a 20-year warranty in lieu of a 15-year warranty. State price in both words and figures:

_____ ($ _____)

_____

1.01 UNIT PRICING

Unit Price Item - Labor	Unit of Measure	Unit Cost
Superintendent	Manhour	
Foreman	Manhour	
Laborer	Manhour	
Replacement 7-inch roof insulation (4 sf min per location)	$ / sf	
Replacement 1-1/2 -inch roof pan (4 sf min per location)	$ / sf	

A. Contractor may provide a separate list of manpower and their associated costs as an attachment.
B. Contractor may provide a separate list of voluntary unit costs for work items as an attachment.

1.02 PROPOSED SCHEDULE

Bidder proposes to complete the work in accordance with the following schedule. Indicate schedule in number of calendar days. Final Completion shall include completion of all punch list items, final clean-up, and demobilization.

Pre-Job Submittal Submission: _____ calendar days from NTP*

Proposed Start of Work: _____ calendar days from NTP*

Substantial Completion: _____ calendar days from NTP*

Final Completion: _____ calendar days from NTP*

* Do not use actual calendar dates

NTP = Notice to Proceed

In addition, as applicable:
Bidder must include Drawings and Specifications, if bidding an equal. A product, component or process whose use in or on a particular project is specified as a standard for comparison purposes only, unless stated that no substitutes are allowed. The "equal" product, component or process shall be the same or better than that named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project requirements will be made by the City. It is the responsibility of the supplier to provide all necessary information for determining equality.

Bidder shall detail all Warranties.

Bidder shall identify Value Engineering.

LIST OF SUBCONTRACTORS AND AMOUNT

ITB-16-05
METAL ROOF REPLACEMENT – Municipal Court

IMPORTANT: IF YOU ARE NOT USING SUB-CONTRACTORS, STATE "NONE".

CONTRACTOR'S ORGANIZATION SHALL PERFORM WORK AMOUNTING TO 50% OR MORE OF THE TOTAL CONTRACT COST.

COMPANY SUBMITTING BID _____

NAME	TYPE OF WORK	AMOUNT	% OF WORK

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.

CITY OF WHEAT RIDGE, CO

NON-DISCRIMINATION ASSURANCE FORM

TITLE VI REGULATIONS AT 49 CFR PART 21

Title VI of the Civil Rights Act of 1964 prohibits discrimination of 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) Place corporate seal below:

BY: _____
Corporate Secretary or Equivalent

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.

CITY OF WHEAT RIDGE, CO

CERTIFICATION STATEMENT FOR

ILLEGAL ALIENS, COMPLIANCE TO HB 1343

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq.

2. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contract with a subcontractor that 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 the above referenced purchase order for breach 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__

BID NUMBER: _____

FIRM: _____
(Print Full Legal Name)

Authorized Signature: _____

Print Name: _____

Print Title: _____ Date: _____

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 your bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

NON-COLLUSION AFFIDAVIT
ITB-16-05
METAL ROOF REPLACEMENT – Municipal Court

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 _____, 20__

_____
NOTARY PUBLIC SIGNATURE

My Commission Expires:

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.

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____
(name and address of Contractor)

as Principal, and

_____
(name and address of surety)
as Surety, are hereby held and firmly bound unto the City of Wheat Ridge as Owner in the penal sum of

_____ for the payment of which, well and truly to be made, we

hereby jointly and severally bind ourselves, successors, and assigns.

Signed this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Wheat Ridge a certain BID, attached hereto and hereby made a part hereof, to enter a contract in writing for the Project titled **ITB-16-05, METAL ROOF REPLACEMENT – Municipal Court.**

NOW, THEREFORE,

(a) If said Bid shall be rejected or,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with the said Bid) and shall furnish a Bond for his faithful performance of said Contract, and for the payment for all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____
(Principal/Contractor)

_____
(Surety)

By: _____

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CITY OF WHEAT RIDGE

ITB-16-05
METAL ROOF REPLACEMENT – Municipal Court
SAMPLE AGREEMENT

THIS AGREEMENT, made this ___ day of _____20__ by and between the City of Wheat Ridge, Colorado, hereinafter called "Owner" and _____, doing business as an individual, whose business address is _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned the parties agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to complete the construction of the Project titled**, ITB-16-05, METAL ROOF REPLACEMENT – Municipal Court** in accordance with the Contract Bid Documents.

2. The Contractor agrees to perform all the Work described in the Contract Bid Documents and comply with the terms therein for the Total Contract amount of
DOLLARS ($) which includes any alternates.

3. The Contractor agrees to commence the Work required by the Contract Documents within **Fourteen (14)** calendar days after the date of the Notice to Proceed and to complete the same within **# OF WORKING DAYS** after the date of the Notice to Proceed unless the time for completion is extended otherwise by written changes to the Contract Bid Documents.

4. The term "CONTRACT BID DOCUMENTS" means and includes the following:

A	Signature Page	K	Bid Bond
B	Advertisement for Bids	L	Agreement
C	Information for Bidders	M	Payment Bond
D	Contractor Qualification	N	Performance Bond
E	Bid Form	O	Notice to Proceed
F	Bid Schedule	P	Final Receipt
G	List of Subcontractors	Q	Project Special Provisions
H	Non-Discrimination Assurance	R	General Provisions
I	Illegal Alien Certification	Q	Addenda
J	Non-Collusion Affidavit	S	Drawings/Exhibits

5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions, such amounts as required by the Contract Documents.

6. Section 2-3 of the City's Code of Laws is presented below:

   (a) FISCAL YEAR. Fiscal year for the City shall commence on January 1 and end on December 31.

   (b) BUDGET CONTAINS APPROPRIATIONS. The City Council shall annually adopt a budget in a manner consistent with the provisions of Chapter X of the Home Rule Charter of the City of Wheat Ridge. Upon the annual adoption by City Council of each year's budget, levels of authorized expenditures from the funds indicated within the annual budget itself and/or the adopting resolution shall constitute the appropriation of the amounts specified therein for the purposes specified therein. During the course of each fiscal year, approval by the City Council of contracts for goods or services, and/or approval of bids for the provision of specified goods or services, shall likewise constitute appropriations of the amounts specified therein for the purposes specified therein.

   (c) NO CONTRACT TO EXCEED APPROPRIATION. During each and any fiscal year, no contract entered into by or on behalf of the City shall expend or contract to expend any money, or incur any liability, nor shall any contract be entered into nor any bid be awarded by on behalf of the City

which, by its terms, involves the expenditure of money for any of the purposes for which provision is made either in the adopted budget or adopting resolution is made either in the adopted budget or adopting resolution, including any legally authorized amendments thereto, in excess of the amount appropriated in the budget or the approved contract or bid amount. Any contract or bid award, either verbal or written, made in violation of the provisions of this Section shall be void as to the City and no City monies from any source whatsoever shall be paid thereon.

(d) AMENDMENTS AND AUTHORIZED EXPENDITURES. Nothing contained herein shall preclude the City Council from adopting supplemental appropriation in a manner consistent with the provisions of Section 10.12 of the Home Rule Charter of the City of Wheat Ridge. Further, nothing contained in this Section shall prevent the making of contracts for governmental services or for capital outlay for a period exceeding one year if such contracts are otherwise allowed by the Home Rule Charter of the City; provided, however, any contract so made shall be executory only for the amounts agreed to be paid for such services to be rendered in succeeding fiscal years.

The City Manager is authorized to review and approve change orders and modifications up to ten (10%) percent of the original contract amount.

(e) NOTICE TO PARTIES CONTRACTING WITH THE CITY. All persons contracting with, or selling goods or services to, the City are hereby placed on notice of the provisions of this Section. The provisions of this Section shall become a part of the Merit System Personnel Rules and Regulations of the City of Wheat Ridge; shall be referred to specifically in all public works bid documents and contracts; and shall be incorporated into, or specifically noted within, all other contracts entered into by or on behalf of the City wherein City funds are used to pay for said contract.

(f) The City may, by contract, require the contractor awarded a public works contract to waive, release or extinguish it rights to recover costs or damages, or obtain an equitable adjustment, for delays in performing such contract, if such delay is caused, in whole or part, by acts or omissions of the City or its agents, if the contract provides that an extension of time for completion of the work is the Contractor's remedy for such delay. Such a clause is valid and enforceable, any provision of State Law to the contrary not-withstanding.

(g) The City Council, by this ordinance, declares its local contracting powers to be a matter of purely local concern, and further specifically intends to supersede, pursuant to its powers under Article XX of the Colorado Constitution, the provisions of Sections 24-91-101 and 103.5, C.R.S., insofar as they conflict with the provisions of this Section of the Code of Laws of the City of Wheat Ridge, Colorado.

7. **NOTICES**

Any notice or communication given pursuant to this Agreement to the City shall be made in writing:

City Contact:	**Contractor Contact:**
Name:	Name:
Address:	Address:
E-mail:	Fax:
Phone:	Phone:
Fax:	Fax:

8. The Contractor agrees to abide by the requirements under EXECUTIVE ORDER NO. 11246 as amended, including specifically the provisions governed by the Equal Opportunity Commission and also to abide by the requirements of the IMMIGRATION REFORM AND CONTRACT ACT OF 1986 and the requirements of the AMERICANS WITH DISABILITIES Act of 1991; and the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 requirements under the Civil Rights Act of 1964, assuring 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.

9. In accordance with CRS Title 24, Article 91, Section 103.6, Paragraph 2, Subparagraph a, the City of Wheat Ridge hereby states that funds have been appropriated for this Project in an amount equal to or in excess of the Original Contract Amount.

10. 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 8-17.5-101et 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.

11. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in **Two (2) copies**, each of which shall be deemed an original on the date first above written.

ATTEST:

_____
JANELLE SHAVER, CITY CLERK

_____
DATE

OWNER

CITY OF WHEAT RIDGE
7500 WEST 29TH AVENUE
WHEAT RIDGE, C0 80033
303-234-5900

_____
JOYCE JAY, MAYOR

(Seal)

APPROVED AS TO FORM:

_____
GERALD DAHL, CITY ATTORNEY

ATTEST TO CONTRACTOR:

_____
NAME

_____
TITLE

_____
DATE

CONTRACTOR

_____
COMPANY NAME

_____
ADDRESS

_____
AUTHORIZED SIGNATURE

_____
PRINT NAME

_____
TITLE

_____
DATE

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

A *_____ hereinafter called "PRINCIPAL", and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called "Surety", are held and firmly bound unto the City of Wheat Ridge, 7500 West 29th Avenue, Wheat Ridge, Colorado 80033, hereinafter called "Owner", in the penal sum of **_____DOLLARS ($_____)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 20__, a copy of which is hereto attached and made a part hereof for the Project titled, **ITB-16-05, METAL ROOF REPLACEMENT – Municipal Court**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said WORK, and for all labor performed in such work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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 the Work to be performed or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

IN WITNESS WHEREOF, this Payment Bond instrument is executed in **ONE** part, each of which shall be deemed an original, this the

_____ day of _____, 20__

ATTEST:

_____
CORPORATE SECRETARY

_____
ADDRESS

_____

(SEAL)

PRINCIPAL

_____
PRINCIPAL

_____
BY

_____
ADDRESS

_____

ATTEST:

_____

_____
ADDRESS

_____

(SEAL)

SURETY

_____
SURETY

_____
BY (ATTORNEY IN FACT)

_____
ADDRESS

_____

Note: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Colorado.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a (*)_____, hereinafter called "PRINCIPAL", and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called "Surety", are held and firmly bound unto the City of Wheat Ridge, 7500 West 29th Avenue, Wheat Ridge, Colorado 80033, hereinafter called "Owner", in the penal sum of **_____DOLLARS ($_____)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____, a copy of which is hereto attached and made a part hereof for the Project titled, **ITB-16-05, METAL ROOF REPLACEMENT – Municipal Court.**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

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 the Work to be performed or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

IN WITNESS WHEREOF, this Performance Bond instrument is executed in **ONE** part, each of which shall be deemed an original, this

the_____ day of _____, 20__.

ATTEST:

_____
CORPORATE SECRETARY

_____
ADDRESS

_____

(SEAL)

PRINCIPAL

_____
PRINCIPAL

_____
BY

_____
ADDRESS

_____

ATTEST:

_____

_____
ADDRESS

_____

(SEAL)

SURETY

_____
SURETY

_____
BY (ATTORNEY IN FACT)

_____
ADDRESS

_____

Note: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Colorado.

CITY OF WHEAT RIDGE

GENERAL PROVISIONS

1. DEFINITIONS:

"City" (also sometimes referred to as "Owner") means the City of Wheat Ridge, Colorado.

“City Representative” means the City is represented by employees who will assume Project administration, oversight, and inspection responsibilities as further defined in the Contract. The name of the City Representative will be furnished at the pre-construction conference or prior to the commencement of the work, in the Notice to Proceed. “City Representative” shall also mean the person or persons designated to act for the City in performing on-site observation of the performance of the Contract.

"Contractor" means the person, partnership, firm or corporation responsible for the physical accomplishment of the project.

"Subcontractor" means only those having a direct contract with the Contractor and includes one who furnished materials worked to a special design according to the plans or specifications for the work under the Contract, but does not include one who merely furnishes material not so worked.

"Notice" means written demand, instruction or order duly served. Written notice shall be deemed to have been duly served if delivered in person to the Contractor, or if delivered in person or sent by registered mail to the address given in the Contract and shall have been duly served upon the City if delivered to the City Clerk of the City of Wheat Ridge, Municipal Building, Wheat Ridge, Colorado, either in person or by registered mail.

"Work" means performance of the Contractor or Subcontractor including labor and materials and all services incidental thereto.

"Cost" means all charges and expenditures of every kind applicable to the accomplishment of the work.

"Final Completion" means when all items are one hundred percent (100%) complete and when all known defective work has been corrected as certified by the City Representative.

"Substantial Completion Date" is the date on which the City Representative certifies the readiness of the work for beneficial occupancy or use, and is the date for terminating liability for liquidated damages and for determining incentive payments due for early completion.

2. MATERIALS, SERVICES, AND FACILITIES:

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish and pay for all labor, superintendence, material, utilities, machinery, equipment, tools, transportation, facilities, temporary construction of every nature and all other services and facilities of every nature, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work, within the time stated, in accordance with the plans, drawings and specifications covered by the Contract, and any and all supplemental plans, drawings and specifications. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. It will be the responsibility of the Contractor to locate/negotiate a staging area. The City will not provide a staging area on City owned property. Any work necessary to be performed after regular working hours, on Saturdays, Sundays, or Legal Holidays, shall be performed without additional expense to the City.

3. CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

4. OBSERVATION AND TESTING:

All work performed and all workmanship, equipment and materials used in the construction shall be subject to Observation, examination and test, at any and all times during construction.

5. WEATHER CONDITIONS:

In the event of temporary suspension of work, or during inclement weather or whenever the City shall direct, the Contractor will, and will cause his Subcontractors to, protect carefully his and their work and materials against damage or injury from weather. If, in the opinion of the City, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

6. EMERGENCY - PROTECTION OF LIFE AND PROPERTY:

In case of an emergency which threatens loss of injury or property, and/or safety of life, the Contractor is hereby permitted to act at his own discretion and in a diligent manner without prior instructions from the City to prevent the threatened loss or injury. He shall notify the City immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted in writing to the City for approval. The amount of any reimbursement claimed by the Contractor shall be determined in the manner provided in Article 9 of this Contract.

7. REPORTS, RECORDS, AND DATA:

The Contractor shall submit to the City such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as may be requested concerning work performed or to be performed under this Contract.

8. SUPERINTENDENCE BY CONTRACTOR:

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such Representative shall be acceptable to the City and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll. All directions given to such Representative in the Contractor's absence shall be as binding as if given to the Contractor.

9. CHANGES IN THE WORK:

The City may, at any time, by written order and without notice to the sureties, require the performance of extra work or make changes by altering, adding to, or deducting from the work. The amount of compensation to be paid to the Contractor shall be adjusted accordingly without invalidating the Contract and in accordance with whichever of the following plans the City elects: (1) a price agreed upon, (2) a price based on unit prices of the Contract; or (3) a price determined by adding fifteen percent (15%) to the reasonable cost of the extra work, addition, alteration, or deduction; provided however, that no additions to the Contract Price shall be agreed upon by, or shall be binding upon the City if the effect of said price increase is to increase the Contract amount beyond the amount of money appropriated by the City Council, as specified in Section 2-3 of the Code of Laws of the City of Wheat Ridge.

In giving instructions, the City may authorize minor changes in the work, not involving extra cost and not inconsistent with the purpose of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written approved Change Order or RFI response by the City.

10. COMPLETION TIME; INCENTIVE PAYMENTS:

Completion time shall be within reason, as proposed in the bid response and subject to acceptance by the City, and/or subject to negotiation.
Incentive payments are not available for this project.

11. TIME EXTENSIONS:

The Contractor shall, within seven (7) days from the beginning of any delay, notify the City, in writing, of the causes thereof and the City shall ascertain the facts, the extent of the delay and notify the Contractor of the decision in the matter.

The completion time shall be extended when delay in completion of the work by the Contractor is due to unforeseeable causes beyond his control and without his fault or negligence, including, but not restricted to, acts of God or the public enemy, acts or neglect of the City, acts of neglect of any other contractor, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotions or freight embargoes. The time of completion of his work shall be extended by such time as shall be fixed by the City.

No such extension of time shall be deemed a waiver by the City of its right to terminate the Contract for abandonment or delay by the Contractor as herein provided or relieve the Contractor from full responsibility for performance of his obligations hereunder. The City's liability for delay shall be limited pursuant to the provisions of Section 2-4 of the Code of Laws of the City of Wheat Ridge and shall be limited to granting a time extension to the Contractor.

12. DEFECTIVE WORK:

The observation of the work by the City shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein prescribed, and defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such work and material have been previously overlooked by City representative(s) and accepted or estimated for payment or paid for. If the work or any part thereof shall be found defective or at any time before the final acceptance of the whole work, or the final payment therefore, the Contractor shall forthwith make good such defect in a manner satisfactory to the City and if any material brought upon the ground for use in the work, or selected for the same, shall be condemned by the City as unsuitable, the Contractor shall forthwith remove such materials from the vicinity of the work and shall replace, at his own expense, damaged or unsuitable materials with the new materials of satisfactory quality.

Neither the foregoing nor any provision of these Contract Documents, nor any special guarantee time limit, shall be held to limit the Contractor's liability for defects to less than the legal limit of liability in accordance with the law of the place of the construction.

The Contractor shall pay the City all expenses, losses, and damages as determined by the City incurred in consequence of any defect, omission, or mistake of the Contractor or his employees or the making good thereof.

13. UNEXPECTED STRUCTURES; CHANGE OF CONDITIONS:

Should the Contractor encounter structures at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the City of such conditions before they are disturbed. The City will thereupon promptly investigate the conditions, and if it is determined that they materially differ from those shown on the Plans, may authorize changes to be made to the Plan and/or Specifications as may be necessary.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated position as shown on the plans and that additional compensation will not be allowed except for any unreasonable delays, or damage sustained by him due to any interference from the said utility appurtenances. Unreasonable delays shall constitute delays caused by a complete shutdown of all operations. It is understood that utilities are not owned, operated or controlled or subject to control by the City of Wheat Ridge. Relocations of facilities owned by said utilities are not a matter over which the City has control. The Contractor shall adjust his schedule in anticipation of such delays so that work in other areas may be completed away from the area of utility conflict.

The locations of all utilities shown on the Project plans should be considered approximate. It is therefore the responsibility of the Contractor to notify the appropriate utility and obtain more precise locations. No compensation will be made to the Contractor for any damage, delay or additional cost incurred as a result of failure to obtain utility locations.

Information on the Plans in the Contract Documents referring to the existence of utilities or other underground structures is not guaranteed to be correct or to be a complete representation of all existing data. Every effort has been made, however, to make this information complete and accurate on the basis of all data and information which could be procured by the City. The Contractor shall make his own examination and shall draw his own conclusions as to the underground facilities which will be encountered, and he shall have no claim for damages of any kind on account of any errors, inaccuracies or omission that may be found.

There shall be no adjustment in Contract Price based on changed site conditions. The Contractor is required hereby to make an on-site inspection and investigation, which includes determination of location of utilities and said and other natural conditions. Representations regarding site and soil conditions and utility locations are based on the best information available to the Owner and final determination as to both site and soil conditions and utility locations is left to the Contractor, without recourse to the City. The City shall allow reasonable and necessary access to the site to Contractor and his representatives to make such determination and site review.

14. CLAIMS FOR EXTRA COSTS:

No claim for extra work or cost shall be allowed unless the same was done in pursuance of written order of the City, as provided for in Article 9, and the claim was presented prior to the issuance of the final payment. When work is performed under the "reasonable cost" method as outlined in Article 9 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost, and when requested by the City, give the City access to accounts relating thereto.

15. RIGHT OF CITY TO TERMINATE CONTRACT:

If (1) the Contractor or any of his Subcontractors shall be adjudged bankrupt or (2) if he shall make a general assignment for the benefit of his creditors or (3) if a receiver shall be appointed of his property, or (4) if the work to be done under this Contract shall be abandoned, or (5) if this Contract or any part hereof shall be sublet, without the previous written consent of the City, or (6) if the Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or (7) at any time the City shall certify in writing that the rate of progress of the work or any part thereof is unsatisfactory or (8) that the work or any part thereof is unnecessarily or unreasonably delayed, or (9) that the Contractor, his subcontractors, agents or employees have violated any of the provisions of this Contract, or of the plans and specifications, or construction schedule, the City shall notify Contractor and the Surety, and shall be entitled immediately to terminate the Contract. The Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the City may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the City for any excess cost occasioned the City thereby, and in such event the City may take possession of and utilize in completing the work, such materials, machinery, appliances and plant as may be on the site of the work and necessary therefore. The Contractor, by signing this Contract, gives to the City in the event of default, right to use such aforesaid articles to the full extent which they could be used by the Contractor. The City shall not be liable to the Contractor for trespass or conversion.

All expenses charged under this article shall be deducted and paid for by the City out of money then due to become due the Contractor under this Contract or any part thereof, and in such account the City shall not be held to obtain the lowest figures for the work of completing the Contract or any part thereof or for insuring its proper completion, but all sums actually paid hereafter shall be charged to the Contractor and his Surety. In case the expenses so charged are less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, the City shall be entitled to retain the difference and in case such expenses shall exceed the said sum, the Contractor and his Surety shall pay the amount of the excess to the City upon completion of the work without further demand being made therefore.

16. CONSTRUCTION SCHEDULE:

Before any work is begun, the Contractor shall provide to the City a written schedule detailing the order and manner of doing the work. Before the first partial payment is made, the Contractor shall deliver to the City an estimated construction progress schedule in form satisfactory to the City, showing the proposed dates of commencement and

completion of each of the various subdivisions of work required under the Contract. The Contractor shall provide an updated schedule every two weeks.

17. PAYMENTS TO THE CONTRACTOR:

During the course of construction, the Contractor shall request payment of work actually performed during the preceding month. The City will once each month make a progress payment to the Contractor on the basis of an evaluation of the claim by the City as to amount of work done and that the City has received full value thereof. In accordance with House Bill 11-1115, the City shall retain five percent (5%) of the value of the completed work. Retainage shall be held until final completion and acceptance of all work, as part security for the fulfillment of the Contract by the Contractor. The amount of the progress payments shall be the balance not retained as aforesaid, after deducting all previous payments and all other sums to be kept or retained under the provisions of this Contract. The Contractor shall have no right to either terminate the Contract or to claim damages if he considers partial payments inadequate.

18. CERTIFICATE OF COMPLETION:

Upon completion of all work whatsoever required including completion of all known defective work, the City shall file a written certificate with the Contractor as to the entire amount of work performed and compensation earned by the Contractor including Extra Work and compensation therefore, and including the date of completion.

19. FINAL PAYMENT:

After the filing of the Certificate of Completion, the City shall pay to the Contractor in accordance with applicable Colorado laws (Article 38, Chapter 26, Section 101 Et. Seq. Colorado Revised Statutes) and upon authorization of funds disbursement by the City Council the amount therein stated, less all prior payments and advances whatsoever, to or for the Account of the Contractor. All prior estimates and payments including those relating to extra work shall be subject to correction by this payment.

20. PAYMENT WITHHELD:

The City, as a result of subsequent discovered evidence, may withhold or nullify the whole or a part of any payment to such extent as may be necessary to protect the City from loss on account of:

(a) Defective work not remedied.
(b) Claims filed or reasonable evidence indicating probable filing of claim.
(c) Failure of the Contractor to make payments properly to Subcontractor or for material or labor, or to comply with laws relative thereto.
(d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
(e) Damage to another Contractor.
(f) Damage to the real or personal property of another and failure to repair or replace the same.

When the grounds for withholding payment have been corrected to the satisfaction of the City, the City shall proceed to process any amounts due.

21. FINAL PAYMENT TO TERMINATE LIABILITY OF CITY:

The acceptance by the Contractor of the last payment made as aforesaid under the provisions of Article 19 shall operate as and shall be a release to the City, its officers, or agents from all claims and liability to the Contractor, his vendors, laborers or Subcontractors for anything done or furnished for, relating to, or for any act or neglect of the City or of any persons relating to, or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided in Article 17, 19 and 20 of these . Said acceptance shall also operate as a general release of the City by the Contractor.

22. EFFECT OF CERTIFICATION AND PAYMENT:

Neither the certification nor payment made to the Contractor, not partial or entire use or occupancy of the work by the City shall be an acceptance of any work or materials not in accordance with the Contract. The making and

acceptance of the final payment shall constitute a bar of all claims by the Contractor, except those previously made in writing and still unsettled.

23. GENERAL WARRANTY:

The Contractor shall guarantee the work against defective materials or workmanship for a period of two (2) years from the final completion date. Upon discovery of any defects including any damage to other work resulting, repair and replacement that is required, in the opinion of the City, shall be done immediately by the Contractor at the Contractor's expense. Should the Contractor fail to repair such defective material and/or workmanship, or to make replacement within five (5) days after written notice by the City, it is agreed that the City shall make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor.

24. INSURANCE:

The Contractor shall maintain general liability and property damage insurance (the "Liability Policy") to protect the Contractor and the City from any and all claims for damages including but not limited to claims for property damage and bodily injury, including death, which may arise from operations under this Contract, including the operations of subcontractors. The Liability Policy shall state that it is the primary insurance for such claims and shall not contain any "excess" or "other insurance" clauses which limit its application as the primary coverage for those claims. The Contractor shall be individually liable for any and all defects in the Liability Policy. The Liability Policy shall not be terminated or cancelled prior to the completion of this Contract without at least 30days prior written notice to the City.

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:

Type of Insurance	Minimum Limits of Liability
Worker's Compensation, Coverage A	Statutory, including occupational disease coverage for all employees at work site.
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
An endorsement covering any explosion, collapse, and underground exposures, "XCU," in the Commercial General Liability policy is also required.	
Comprehensive Automotive Liability *(owned, hired, and non-owned vehicles)* • Bodily Injury • Property Damage	 $1 million per occurrence $1 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.	

The successful proposer shall affect 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.

Such insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insured, the City of Wheat Ridge, its officers and employees.

Notwithstanding the naming of additional insured, the said policy shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. A certificate evidencing such insurance, together with the proper endorsement, shall be filed, subject to approval as to the adequacy of protection.

Fire and Standard Extended Coverage Insurance -- The Contractor shall insure the work for 100 percent (100%) of the replacement value thereof for the life of the Contract against all loss or damage covered by the Standard Extended Coverage Insurance endorsement, including theft, vandalism, and malicious mischief, with an insurance company or companies acceptable to the City. The amount of the insurance may vary with the extent of the work completed but shall at all times be at least equal to the replaceable value of the amount paid for the work and materials installed and delivered plus the replaceable value of the work or materials furnished or delivered, but not yet paid for by the City. The insurance policy or policies shall be held jointly in the name of the City and Contractor as their respective interest may appear.

The issue, if any, shall be made adjustable with and payable to the City as a trustee for whom it may concern. Any payments made under such policy shall insure to the benefit of the City to the extent of balance for replacement of the loss suffered. The policy of insurance shall provide that it shall not be terminated or be canceled prior to the completion of this Contract. The Contractor shall be responsible for all damage to the work under construction, whether from fire, water, high winds or other cause during construction and until final completion and acceptance, even though partial payments or progress payments have been made under the Contract.

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.

Certificates of Insurance shall be attached to the executed Contract Documents and shall become a part of the Contract. These Certificates shall include a provision that thirty (30) days prior to insurance cancellation, written notice shall be given to the City of Wheat Ridge.

25. RESPONSIBILITY FOR WORK; PRIORITY OF DOCUMENTS:

a) Debts and claims: The Contractor shall pay all debts for labor and materials contracted for by him on account of the work herein contemplated. The Contractor shall assume the defense of, and indemnify and save harmless, the City and its officers and agents, from all claims relating to labor and materials furnished for the work; to infringement or alleged infringement of invention patents and patent rights used in, or in connection with the work or however originating from any of the work under this Contractor from conditions created thereby; to injuries to any persons or corporation caused by the acts or negligence of the Contractor or any of his agents or employees, or of any Subcontractor or any agents or employees of any Subcontractors, in doing the work or in consequence of any improper materials, implements or labor used therein; and shall fully reimburse and repay to the City all outlay and expense which the City may incur by reason of his failure to do so. The Contractor shall satisfy all suits and claims against the City arising from the violation of any law, ordinance, regulation, order, or decree on the part of the Contractor or any of his agents or employees, or any Subcontractor, or agent or employees of any Subcontractor; shall fully indemnify and save harmless the City against and from all cost, loss, and damage which the City may suffer by reason of his failure to do so; and shall fully reimburse and repay to the City all outlay and expense which the City may incur in making good any such default. The Contractor shall fully

complete the work required to be done under this Contract, free from all liens and claims of any kind whatsoever.

b) Plans and Specifications: It shall be the duty of the Contractor to carefully study and compare all drawings, specifications and instructions, visit the project site and acquaint himself with all conditions, and call to the attention of the City any discrepancy, error, omission or inconsistency that may exist in the plans or specifications, or between the plans and specifications, or any conflict between existing conditions and requirements of the plans and specifications. The execution or work in accordance with the plans, specifications or other instructions will be considered as evidence that the Contractor is thoroughly familiar with the true intent of the plans, specifications or other instructions. Change orders will not be issued to cover any cost, loss, or expense for additional labor or material required to rectify any discrepancies discovered or reported to the City after the execution of the work, unless the discrepancies are errors in structural, mechanical or electrical design as determined by the City.

c) Priority of Documents: In case of discrepancy or inconsistency in the terms or conditions of any documents, the Contract Documents shall have the following order of priority such that a statement appearing in the document with the higher priority shall control any inconsistent statement in a document of lower priority. (The following are listed from the highest priority to the lowest priority):

1. The Agreement
2. Drawings and any notes appearing on the drawings
3. FEA Project Manual
4. General Provisions of the Contract for construction.

26. INDEMNIFICATION:

Indemnification of City -- Contractor hereby agrees to indemnify, defend, and to hold the City and its representatives, agents, officials, officers and employees harmless for and on account of any act or omission in the completion and execution of the project specified herein, which indemnification shall extend to and include any damage of whatever sort or description, suffered by any person or entity, and shall include compensatory, punitive or special damages; and Contractor agrees to defend City hereunder, at Contractor's sole expense and if he fails to do so, to thereafter indemnify City, in addition to the above indemnification, for all court costs and attorney's fees incurred in any defense required to be undertaken by the City.

Notwithstanding the foregoing, nothing contained herein shall be deemed a waiver by the City of any of the protections afforded the City by virtue of the provisions of the Colorado Governmental Immunity Act (Colo. Rev. Stat. 24-10-101).

27. CARE AND PROTECTION OF PROPERTY:

The Contractor expressly undertakes at his own expense:

To assume full responsibility for the preservation of all public and private property, and use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property or on account of any act, omission, neglect or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the City. No representations are made by or on behalf of the City concerning the conditions, locations or state of repair or existing sewers, drains, water mains and other underground structures;

To store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work on any other Contractor;

To provide suitable storage facilities for all materials which are liable to injury or exposure to weather, theft, breakage, or otherwise;

To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;

To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

To fully and completely remove all utility markings generated by or as a result of the project from public rights-of-way utilizing a method that is least destructive to the existing improvements, and which method has been approved by the City. Should the contractor propose to remove the markings with pressure washing, all pressure washing runoff and residue shall be contained and collected in accordance with Best Management Practices and Wheat Ridge Ordinance Chapter 20, Stormwater Quality and Control. Removal of all markings shall occur no later than twenty (20) days after completion of work.

To remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition before final payment;

To affect all cutting, fitting or patching of his work required to make the same to conform to the Plans and Specifications and, except with the consent of the City, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not, except after written consent from proper parties enter or occupy with men, tools, materials or equipment, any privately owned land except on easements provided herein.

28. LANDS FOR WORK AND RIGHT-OF-WAY:

The City will provide land, right-of-way and easements for all work specified in the Contract.

29. NO DAMAGES FOR CERTAIN DELAYS:

The City may delay the commencement of the work, or any part thereof, if the City shall deem it for the best interest of the City to do so. The Contractor shall have no claim for damages on account of such delay, but he shall be entitled to so much additional time in which to complete the whole or any portion of the work required under this Contract as the City shall certify in writing to be just. The Contractor shall have no claim for damages on account of any delay on the part of another Contractor. Contractor expressly acknowledges and accepts the provisions of Section 2-4 of the Code of Laws of the City of Wheat Ridge as controlling this Project.

30. REQUIRED PROVISIONS DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the applications of either party, the Contract shall forthwith be physically amended to make such insertion.

31. PROTECTION OF LIVES AND HEALTH:

The Contractor shall take all necessary precautions for the safety of employees of the work, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by the construction such as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, and failing materials.

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-19-54).

32. WAGE RATES:

The attention of the bidder is called to the requirements and provisions of all applicable laws and any amendments thereof or additions thereto as to the employment of labor, and to the schedule of any minimum wage rates established in compliance with such laws. If, after the award of the Contract, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rate as shall be determined by the officials administering the laws mentioned above.

The Contract is subject to the applicable provisions of the Contract Work Hours Standards Act. Public Law 87-581, 87th Congress. No Contractor or Subcontractor contracting for any part of the contract work shall require or permit any laborer or mechanic to be employed on such work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in any work week unless such laborer or mechanic received compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, as the case may be.

33. EMPLOYMENT OF LABOR:

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

The Contractor shall confirm its compliance with the 80% Colorado labor requirement of the Keep Jobs in Colorado Act, H.B. 13-1292, including C.R.S. 8-17-101, et seq.

34. SANITARY PRECAUTIONS:

Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such points as shall be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The Contractor shall rigorously prohibit the committal of nuisances within, on, or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the City Representative.

The Contractor shall supply sufficient drinking water from approved sources to all of his employees.

The sanitary convenience specified above shall be the obligation and responsibility of the General Contractor until the completion of the work. The facilities shall be made available to all other Contractors and Subcontractors.

35. SALES AND USE TAXES:

Do not include sales or use taxes in your bid. House Bill 1451 provides that Contractors shall make application with the Colorado State Department of Revenue for a tax exempt number which will be issued for the duration of the project. This tax exempt number is for State taxes only. The City of Wheat Ridge will issue its own tax exempt number for local sales tax purposes. An affidavit must be signed by the General Contractor for such project before the City tax exempt number can be issued. Please be advised that a supplier is allowed by Colorado law (C.R.S. 39-26-703 (1) to disallow any exemption because the seller is ultimately responsible for the tax. When a supplier exercises this right, please seek a refund of sales taxes paid from the appropriate jurisdiction (city or state).

36. BUSINESS LICENSE:

A business license is required for all Contractors performing work in the City prior to beginning work. Please contact the City Sales Tax Division to obtain a license.