



PROJECT DOCUMENTS

**2016 CRACK SEAL PROJECT
S-PM-02-16
ITB-16-06
JANUARY 2016**

Prepared by:
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

CITY OF WHEAT RIDGE
7500 W. 29TH AVENUE
WHEAT RIDGE, CO 80033
(303) 235-2861 Engineering
(303) 235-2857 (FAX)

The engineering material and data contained in these Project Documents were prepared under the supervision and direction Russell Higgins, PE, Field Services Supervisor.

- Contract is renewable. See Information for Bidders.

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**CITY OF WHEAT RIDGE
SOLICITATION # ITB-16-06**

BID DUE DATE: TUESDAY, BID DATE, 2016 BY 1:00 PM OUR CLOCK

**2016 CRACK SEAL PROJECT
S-PM-02-16**

SEALED BIDS MUST BE MAILED OR DELIVERED TO:

City of Wheat Ridge Municipal Building
Attention: Jennifer Nellis, CPPB
7500 West 29th Avenue, Purchasing & 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 I.D. Number

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ EMAIL _____

TYPED/PRINTED NAME _____

AUTHORIZED SIGNATURE _____
This is required. Must be in ink.

TITLE _____

ACKNOWLEDGE ADDENDAS, MUST INITIAL _____ NUMBER OF ADDENDA _____
(Bidder is responsible for following up on all addendums)

DO YOU ACCEPT VISA FOR PAYMENT? IT IS THE PREFERRED METHOD _____

DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBER OF THE EVALUATION COMMITTEE.

Signature acknowledges that Bidder: has read the bid documents thoroughly before submitting a bid, will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions, and is submitting without collusion with any other individual or firm. Do not submit more than one bid from your firm or both bids will be disqualified. Submit bid with authorized signature.

Point of Contact: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us or fax 303-234-5924

MUST SUBMIT PAGE THREE / SIGNATURE PAGE WITH BID

**INVITATION TO BID
ITB-16-06
2016 CRACK SEAL PROJECT**

Bid Due Date: TUESDAY, FEBRUARY 9, 2016 by 1:00 pm our clock. Public Opening: City Hall, 7500 W. 29th Avenue, Wheat Ridge, CO.

Project Number: S-PM-02-16

Scope of Work: Provide all labor, equipment and materials to apply approximately 100,000 LB Crack Seal product to streets citywide. Cost Range is \$135,000-150,000. A pre-bid conference will not be held for this project.

Term of Contract: The term of the contract shall be for one year. The anticipated start date is Mid-March 2016, with approximately forty-five (45) working days completion time allowed for the 2016 project. The City reserves the option to extend the term of the contract for up to 2 additional 1-year periods, 2017 and 2018.

Deadline for Questions: January 28, 2016 by noon. Submit questions by email to jnellis@ci.wheatridge.co.us.

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 qualifications are evaluated subsequent to bid opening to determine the successful bidder. The City does not pre-qualify contractors.

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 regarding employment of illegal aliens to perform on public contracts. The proposer shall also 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.

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

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

Mark Sealed Envelopes: ITB-16-06, 2016 CRACK SEAL PROJECT

Comments: All bids will be validated. No bids will be accepted after the bid due 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 RMEPS/Bidnet at www.rockymountainbidsystem.com (800-835-4603 option #2) and the City website at www.ci.wheatridge.co.us. Visit the City website for bid tab sheets and project updates.

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

Jennifer Nellis, Purchasing Agent

Publish Dates:

Daily Journal: January 19, 2016
January 25, 2016

City Web/RMEPS: January 19, 2016

INFORMATION FOR BIDDERS

1.0 BID SUBMISSION REQUIREMENTS

- 1.1 Sealed Bids for **ITB-16-06, 2016 CRACK SEAL PROJECT, S-PM-02-16** 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, FEBRUARY 9, 2016 BY 1:00 PM 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

- 1.2 Bid Documents: available on RMEPS/Bidnet at www.rockymountainbidsystem.com (800-835-4603 option #2) and the City website at www.ci.wheatridge.co.us Limited hard copies are available in the Purchasing Office for a non-refundable and no returnable cost of \$25.00. Cash or check only.

The City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

The City in making copies of the bidding documents available on the terms in this Project Manual does so only for the purpose of obtaining bids on the Work and does not confer a license of grant for use.

- 1.3 Two **(2) copies** of the Project Document/Proposal must be submitted and signed. Single copies of the original bid bond will be accepted. All blank spaces for prices must be filled in, in ink or typewritten, and the Proposal Form must be fully completed and executed when submitted. In the case of discrepancies, the unit price shall govern the extension and subsequent total. 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 Project Documents contain an affidavit certifying 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.

Names of all subcontractors and the amounts of their subcontract work shall be provided on the List of Subcontractors, as provided in this bid. If none, state "none".

- 1.4 Bids may be mailed or delivered in person, but must be in a sealed envelope. The envelope should bear on the outside the name of the project for which the Bid is submitted. No bids will be accepted after the date and time established above, except by written addendum.

- 1.5 Each Bid must be accompanied by a Bid Bond 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 Departments most current list (Circular 570 as amended) and be authorized to transact business in the State of Colorado.

- 1.6 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 before the time set for opening of bids. Bids may not be withdrawn after the time set for opening of bids.

- 1.7 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 Department 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 Council to close its offices for any reason, the 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.

- 1.8 Issuance of this Request for 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, including but not limited to, 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.

No award will be made to any person, firm, or corporation that is in arrears upon any obligation to the City.

- 1.9 The City of Wheat Ridge is exempt from City, County, State and Federal Sales/Excise Taxes. Certificates will be issued upon request.

2.0 BID DOCUMENTS

- 2.1 The Contract Documents consist of the Contract Bid Documents including construction specifications, if any. The Contract Bid Documents contain the provisions required for the bidding and construction of the Project. The Owner shall provide to Bidders, prior to Bidding, all information that is pertinent to, and delineates and describes, the Work. This may occur on the plans or on a separate document.

- 2.2 Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents, including Addenda. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in 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 of nature of the Work to be done or any materials specified for the Work.

- 2.3 If it should appear to a Bidder that the work to be done or matters relative thereto are 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 at least five (5) working days or a designated date set by the Purchasing Agent, before the scheduled closing time for filing Bids. Then, if in the judgment of the Purchasing Agent, additional, information or interpretation is necessary, such information will be supplied 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 request is made in the five working days or the designated time, Bidder waives right to any conflict in the Contract Documents.

- 2.4 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.

The proposer 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.

- 2.5 **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.

3.0 CONTRACT AWARD

3.1 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 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.

3.2 The Award of Contract, is anticipated, within 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 request for bids. Evaluation and award will only include the alternate if the base bid and the alternate price combined are within the advertised cost range. If more than one alternate, the order or the selection of the alternates for award is at the discretion of the City. Award is in the best interest of the City.

3.3 The successful bidder shall be notified of the recommendation for award and to provide two (2) signed agreements, insurance and 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.

3.4 The successful bidder shall return the two copies of the executed Agreement and one acceptable Performance and Payment Bonds by a designated date. In case 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.

3.5 The Owner, within 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.

3.6 Upon receiving notice of award, the Contractor may obtain from the City three sets of documents at no cost. Additional sets of drawings 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 14 calendar days of the date of the Notice to Proceed, unless a time extension is approved by the Owner.

3.7 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 1 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 appropriate 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 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.

(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.

3.8 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 Contractors 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.

3.9 Option to renew for subsequent years (with price adjustments allowed):

(a) The City shall have the option to renew the contract for an additional two (2) one-year periods providing that the Contractor provided satisfactory performance during the previous contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the awarded Contractor and will be exercised only when such continuation is clearly in the best interest of the City.

(b) During this option period, beginning November 1 of each year, the City shall give written notification to the Contractor of Notice of Intent to Renew, if the City intends to exercise its option to renew. This written notification will include work locations and quantities for the upcoming year, or option to skip a year (see item e below). The contract automatically terminates on January 1 of each year, if the Notice of Intent to Renew is not given.

(c) The Contractor shall submit a written response to the Notice of Intent to Renew within 30 days of receiving the notice. The City will consider an adjustment to the pricing structure if the Contractor can demonstrate, through documentation issued by material suppliers that it was subject to a price adjustment (reduction or increase). It shall be understood that such price adjustments shall not exceed the amount passed on to the Contractor by the supplier.

(d) The City shall have the right to accept or reject the requested price adjustment, or to negotiate a price adjustment with the Contractor, in the best interest of the City. Pricing and specification changes, if any, shall be negotiated and agreed upon by both parties. The City reserves the right to terminate the contract with the Contractor based on such price adjustments. Termination will be by written notice and shall be given within 30 days of the Contractors request for price adjustment.

(e) In the event that the preventative maintenance street budget does not include funding for slurry seal work in an upcoming fiscal year, or if there is no requirement for slurry seal, the City may elect to hold the Intent to Renew option of the award for the following year; with funding, projects and work allowed for a maximum of three years total as otherwise described. (See following example.)

Example (from e. above):

2016 Award Bid with Option to Renew for 2 additional 1-year periods; proceed with work
2017 Exercise Option, project details and Intent to Renew communicated to vendor in November 2016; work is completed in 2017

2018 City is unable to fund Slurry Seal projects; City communicates intent to holdover the Intent to Renew option in November 2017. No Slurry Seal work is contracted in 2018.

2019 City exercises the final option and communicates project details and Intent to Renew to vendor in November 2018; work is completed in 2019. Term expires January 1, 2020.

4.0 ANTICIPATED PROJECT SCHEDULE

ITB Issued/Advertised	January 19 and 25, 2016
Deadline for Questions	January 28, 2016
Final Addendum Issued	February 2, 2016
Bid Due Date	February 9, 2016 @ 1:00 pm
Submit CAF for City Council	February 12, 2016
City Council Award	February 22, 2016
Anticipated Start Date	Mid-March 2016
Completion Time	45 Working Days

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
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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.

- | | |
|---|--|
| <input type="checkbox"/> General Contractor | <input type="checkbox"/> Concrete Flatwork |
| <input type="checkbox"/> Storm Sewer | <input type="checkbox"/> Concrete Structures |
| <input type="checkbox"/> Traffic Signals | <input type="checkbox"/> Slurry Seal |
| <input type="checkbox"/> Grading | <input type="checkbox"/> Fog Seal |
| <input type="checkbox"/> Asphalt Paving | <input type="checkbox"/> Crack Sealing |
| <input type="checkbox"/> Concrete Paving | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Signing | <input type="checkbox"/> Striping |
| <input type="checkbox"/> Traffic Control | <input type="checkbox"/> 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. (RESUMES are not required from Materials Suppliers (Vendors)).

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).

Certification of all IMSA certified personnel, if applying for traffic signal project(s). A minimum of two full time employees must be certified at Level II or higher.

PROPOSAL FORM
ITB-16-06
2016 CRACK SEAL PROJECT
S-PM-02-16

This is the Proposal (Bid) of _____ (hereinafter called "BIDDER") or organized and existing under the laws of the State of _____ doing business as a _____ (Insert "a corporation", "a 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 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 of the 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 Bidders 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, and the Americans with Disabilities Act of 1991.

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 **forty-five (45) 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 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 he deems 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 properly qualified to carry out the obligations of the Agreement.

Bidder has examined the site and locality where the Work is to be performed, 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.

Bidder will complete the Work for all accepted bid items.

PROPOSAL FORM, CONTINUED
ITB-16-06
PRICING SCHEDULE

Provide all materials, labor, and equipment to complete the work as per the specifications. It is the Owner's intent to award a single contract to the lowest qualified bidder.

Project: 2016 CRACK SEAL PROJECT, S-PM-02-16

Company Name Date

Authorized Signature Title

Printed Name

Title

License No. Type Expiration Date

ATTEST:

Printed Name

Signature Title

SEAL
(If bid is by corporation)

ADDENDA

Bidder acknowledges receipt of the following Addenda:

BID SCHEDULE COMPANY SUBMITTING BID _____
ITB-16-06
S-PM-02-16

Bidder agrees to perform all the work described in the Contract Documents for the following unit prices or lump sums.

ITEM NO.	PAY ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENSION
408	Crack Seal	100,000	LB	\$ _____	\$ _____
626	Mobilization	1	LS	\$ _____	\$ _____
630A	Arrow Board	10	DAY	\$ _____	\$ _____
603B	Traffic Control Management	1	LS	\$ _____	\$ _____
SUBTOTAL THIS PAGE					\$ _____

TOTAL AMOUNT OF BID \$ _____

WRITTEN OUT AMOUNT OF BID _____

Note to Bidder:
These bid prices will be the basis for award, and option to extend the term of the Agreement. See section 3.9 on Page 8 regarding the option to renew for details.

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 on the basis of race, color or national origin by any entity receiving federal financial assistance.

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

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

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

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.
2. The bidder assures the City of Wheat Ridge that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.
3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the City of Wheat Ridge, as a sub-recipient of Federal financial assistance.
4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

FIRM: _____
(Print full legal name of company)

AUTHORIZED SIGNATURE: _____

Printed Name and Title: _____

Date Certified and Agreed: _____

Attestation: (A corporate attestation is required)

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

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

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 _____, 2016

BID NUMBER: _____

FIRM: _____
(Print Full Legal Name)

Authorized Signature: _____

Print Name: _____

Print Title: _____ Date: _____

Attestation: (A corporate attestation is required.)

BY: _____ Place corporate seal here, if applicable
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
KEEP JOBS IN COLORADO ACT (80% Colorado Labor),
COMPLIANCE TO H.B. 13-1292

Effective January 1, 2014, the Keep Jobs in Colorado Act requires that Colorado labor be employed to perform at least 80% of the work on a public works project, as defined in C.R.S. 8-19-102(2).

References

Keep Jobs in Colorado Act - 8-17-101, et.seq., C.R.S.

Definition of Public Projects - 8-19-102, C.R.S.

Construction Bidding for Public Projects – 24-92-102, C.R.S.

House Bill 13-1292, Keep Jobs in Colorado Act

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

1. The Vendor shall comply with the provisions of House Bill 13-1291 and CRS 8-17-101 et seq.

2. The Vendor represents, warrants, and agrees that it (i) Colorado labor will be employed to perform at least 80% of the work on a public works project, or (ii) otherwise, shall comply with the notification requirements and/or waiver request of CRS 8-17-101 et seq.

3. 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 Act or CRS 8-17-101 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 bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-COLLUSION AFFIDAVIT
ITB-16-06 2016 CRACK SEAL PROJECT
S-PM-02-16

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 _____, 2016

NOTARY PUBLIC SIGNATURE

My Commission Expires:

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

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 _____, 2016.

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-16-06, 2016 CRACK SEAL PROJECT, S-PM-02-16**

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-16-06
2016 CRACK SEAL PROJECT
S-PM-02-16
SAMPLE AGREEMENT**

THIS AGREEMENT, made this ____ day of _____, 2016 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-16-06, 2016 CRACK SEAL PROJECT, S-PM-02-16** 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 **FORTY-FIVE (45) 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 City shall have the option to extend the term of this agreement by two additional one-year periods, when such continuation is in the best interest of the City. Written Notice of Intent to Renew and written acceptance, rejection or negotiation of price adjustments shall be completed prior to the end of each year or the contract shall terminate on January 1 of the subsequent year.
5. The term "CONTRACT BID DOCUMENTS" means and includes the following:

<ul style="list-style-type: none"> A Signature Page B Advertisement for Bids C Information for Bidders D Contractor Qualification E Bid Form F Bid Schedule G List of Subcontractors H Non-Discrimination Assurance I Illegal Alien Certification J Non-Collusion Affidavit 	<ul style="list-style-type: none"> K Bid Bond L Agreement M Payment Bond N Performance Bond O Notice to Proceed P Final Receipt Q Project Special Provisions R General Provisions Q Addenda S Drawings/Exhibits T Keep Jobs In Colorado Certification
---	--
6. 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.
7. 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.

8. **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:

- 9. 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.

10. 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.
11. **Illegal Aliens – Public Contracts for Services.** CRS 8-17.5-101 and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended:
The Contactor certifies that he/she shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-101 (2)(b)(I). The Contractor shall comply with all reasonable requests made in the course of an investigation by the CO Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the City.
12. 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

(Seal)

APPROVED AS TO FORM:

GERALD DAHL, CITY ATTORNEY

ATTEST TO CONTRACTOR:

NAME

TITLE

DATE

OWNER

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

JOYCE JAY, MAYOR

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 _____ 2016, a copy of which is hereto attached and made a part hereof for the Project titled, **ITB-16-06, 2016 CRACK SEAL PROJECT, S-PM-02-16.**

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 instrument is executed in **ONE** part, each of which shall be deemed an original, this the _____ day of _____, 2016

ATTEST:

PRINCIPAL

CORPORATE SECRETARY

PRINCIPAL

ADDRESS

BY

ADDRESS

(SEAL)

ATTEST:

SURETY

SURETY

ADDRESS

BY (ATTORNEY IN FACT)

ADDRESS

(SEAL)

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-16-06, 2016 CRACK SEAL PROJECT, S-PM-02-16**

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 instrument is executed in **ONE** part, each of which shall be deemed an original, this the _____ day of _____, 2016.

ATTEST:

PRINCIPAL

CORPORATE SECRETARY

PRINCIPAL

ADDRESS

BY

ADDRESS

(SEAL)

ATTEST:

SURETY

SURETY

ADDRESS

BY (ATTORNEY IN FACT)

ADDRESS

(SEAL)

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.

NOTICE TO PROCEED

TO:

FROM: **CITY OF WHEAT RIDGE, CO**

RE: **ITB-16-06, 2016 CRACK SEAL PROJECT, S-PM-02-16**

You are hereby notified to commence Work in accordance with the Agreement dated _____,

2016, on or before _____, 2016, and you are to complete the work within **FORTY-FIVE (45)**

WORKING DAYS. The date of completion of all work is _____, 2016

Dated this ____ day of _____ 2016.

By: _____
Title: Engineering Manager

RECEIPT OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

_____ on this ____ of _____, 2016.

Printed Name _____

Signature _____

Title _____

FINAL RECEIPT

DATE: _____

TO: _____
(Contractor)

(Address)

FROM: **CITY OF WHEAT RIDGE, CO**

RE: **ITB-16-06, 2016 CRACK SEAL PROJECT, S-PM-02-16**

Received this date, of the Owner, as full and final payment of the cost of the improvements provided for in the Project Contract Documents, the amount of \$ _____ in cash, being the remainder of the full amount accruing to the undersigned by virtue of said contract.

Said cash also covers and includes full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto.

The undersigned hereby releases said Owner from all claims whatsoever which may develop from said contract.

These presents are to certify that all persons doing work upon or furnishing materials for said improvements under the foregoing contract have been paid in full.

Printed Name _____

Signature _____

Title _____

Date _____

**CITY OF WHEAT RIDGE
GENERAL PROVISIONS**

1. DEFINITIONS:

"City" (also sometimes referred to as "Owner") means the City of Wheat Ridge, Colorado. The City is represented by employees who will assume Project administration, oversight, and inspection responsibilities as further defined in the Contract, the General and Special provisions, and the current edition of CDOT Standard Specifications for Road and Bridge Construction. At the time of the preconstruction meeting, or when requested by the Contractor, the City shall provide an official list of City representatives and their titles as applies to the Project.

"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; LIQUIDATED DAMAGES:

-----DELETE THIS SECTION-----

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 UNDERGROUND STRUCTURES; CHANGE OF CONDITIONS:

Should the Contractor encounter underground 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 shut down 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.

NO adjustments will be allowed for fuel cost of asphalt cement.

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 one (1) year 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 45 days prior written notice to the City.

For bodily injury	\$500,000 each person/ \$500,000 each accident/ \$500,000 each disease
For property damage	\$1,000,000 for each occurrence
For automobile liability	\$1,000,000 combined single limit

In lieu of the foregoing, a single limit public liability policy for personal injury, property and/or vehicle damage will be accepted in the amount of \$2,000,000.00.

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 coverage for all persons employed on the work to be done under the Contract and assure that all workers will receive the 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.

Indemnification of City -- Contractor hereby indemnifies and agrees to hold the City and its representatives and agents 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 attorneys 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).

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. Project Special Provisions
4. Current edition of CDOT Standard Specifications for Road and Bridge Construction and all supplements thereto (English Version).
5. General Provisions of the Contract for construction.

26. NOT USED

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.

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.

CDOT STANDARD SPECIFICATIONS

All work required for the project shall be in accordance with the latest edition of the COLORADO DEPARTMENT OF TRANSPORTATION (CDOT), Standard Specifications for Road and Bridge Construction, 2011 Edition, unless modified by these Specifications.

CDOT STANDARD SPECIAL PROVISIONS

The CDOT Standard Specifications are modified with the following CDOT Standard Special Provisions.

REVISION OF SECTION 101 DEFINITIONS AND TERMS

Section 101 of the CDOT Standard Specifications is hereby revised for this project as follows:

Delete subsection 101.10 and replace with the following:

101.10 Director of Public Works. The Director of Public Works for the City, or his duly authorized representative, who is responsible for public works activities within the City. The Director of Public Works is responsible for final decisions relating to Contractor claims for change orders, additional compensation, or extensions of contract time. All references to "CDOT Resident Engineer" shall be replaced by "Director of Public Works".

In subsection 101.17 delete the first paragraph and replace with the following:

The written agreement between the City and the Contractor setting forth the obligations of the parties for the performance of the work and the basis of payment.

Delete subsection 101.23 Contractor.

Delete subsection 101.28 and replace with the following:

101.28 Department. Department of Public Works. A department with the City.

Delete subsection 101.29 and replace with the following:

101.29 Engineer. The Engineering Manager of the Department acting directly or through an authorized representative, who is responsible for engineering and administrative supervision of the project. For the purpose of these specifications, the Engineer is responsible for initial decisions relating to Contractor claims for additional compensation or additional time. The Engineer is the sole City representative who may approve modifications to Contract documents or drawings.

Delete subsection 101.36 and replace with the following:

101.36 Holidays. Holidays recognized by the City are:

- New Years Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

When New Year's Day, Independence Day, or Christmas Day fall on Sunday, the following Monday shall be considered a holiday.

When New Year's Day, Independence Day, or Christmas Day fall on Saturday, the previous Friday shall be considered a holiday.

Additional legal holidays, when designated by the Governor or the President of the United States will also be recognized by the City.

Delete subsection 101.37 and replace with the following:

101.37 Inspector. The Project Engineer's authorized representative assigned to make detailed inspections of contract performance and is responsible for coordinating administration and satisfactory completion of the project with the Project Engineer.

Delete subsection 101.48 and replace with the following:

101.48 Preconstruction Conference. A meeting of City project personnel, Contractor project personnel, and other stake holders held prior to the beginning of construction at which topics pertinent to the successful prosecution of the work are discussed.

Delete subsection 101.51 and replace with the following:

101.51 Project Engineer. The Engineer's duly authorized representative who may be a City employee or an employee of a consulting engineer (consultant) under contract to the City as defined below:

- (a) *City Project Engineer.* The City employee who is the Engineer's duly authorized representative. The City Project Engineer is in direct charge of the work and is responsible for the administration and satisfactory completion of the project under contract.
- (b) *Consultant Project Engineer.* The consultant employee under the responsible charge of the consultant's Professional Engineer who is in direct charge of the work and is responsible for the administration and satisfactory completion of the project. The Consultant Project Engineer's duties are delegated by the Engineer in accordance with the scope of work in the consultant's contract with the City. The Consultant Project Engineer is not authorized to sign or approve Contract Modification Orders.

Delete subsection 101.58 and replace with the following:

101.58 Region Transportation Director. All references to "Region Transportation Director" shall be replaced by "Director of Public Works".

Delete subsection 101.59 and replace with the following:

101.59 Right of Way. A general term denoting land, property, or interest therein, usually in a strip, acquired for or devoted to a highway, street, alley, or other access.

Delete subsection 101.81 Subcontractor.

Add subsections 101.96 – 101.105 as follows:

101.96 Approved Equal. A product, component or process whose use in or on a particular project is specified as a standard for comparison purposes only. 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 design requirements will be made by the Engineer. It is the responsibility of the supplier to provide all necessary information for determining equality.

101.97 Bid Bond. The security required to be submitted with each proposal as described in Section 101.52 as a Proposal Guaranty.

101.98 Contract Change Order. Same as Contract Modification Order, subsection 101.19.

101.99 Easement. The right to use a defined area of property for a specific purpose or purposes as set forth in a document which has been made a part of the Contract Documents.

101.100 Lump Sum. A method of payment providing for one all inclusive cost for the work or for a particular portion of the work; including any incidental costs necessary to perform that item of work.

101.101 Notice of Award. A written notice of acceptance of the bid from the City to the successful bidder.

101.102 Owner. The legal entity or contracting agency for which the work is being performed, herein defined as the City. The words City and Owner are used interchangeably within this document.

101.103 Payment Bond. Same as Contract Payment Bond, subsection 101.20.

101.104 Performance Bond. Same as Contract Performance Bond, subsection 101.21

101.105 Utility. Tracks, overhead or underground wires, pipelines, conduits, pipes, ducts or structures, owned, operated or maintained in or across a public right-of-way or easement.

REVISION OF SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

Subsection 102 of the CDOT Standard Specifications is hereby revised for this project as follows:

Delete subsection 102.01 and replace with the following:

102.01 Prequalification of Bidders. The City does not prequalify bidders. Each Contractor is required to complete the Contractors Qualification Form included in the Bid Package.

Delete subsection 102.04 and replace with the following:

102.04 Interpretation of Plans and Specifications. If it should appear to a Bidder that the work to be done or matters relative thereto are 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 City Purchasing Agent at least five (5) days before the scheduled closing time for filing bids.

Then, if in the judgment of the City, additional information or interpretation is necessary, such information will be supplied in the form of an addendum. Each addendum will be delivered where possible by FACSIMILE MACHINE (FAX) or ELECTRONIC MAIL (EMAIL) to all individuals, firms and corporations who have acknowledged receipt of Bid Document Sets. 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 request is made in the five days, Bidder waives right to any conflict in the Contract Documents.

Subsection 102.05 shall include the following:

Final determination of underground or other conditions is left to the Bidder without recourse to the City.

Delete subsection 102.06 and replace with the following:

102.06 Preparation of Proposal. The bidder shall submit his proposal upon the forms supplied by the Owner. The bidder shall specify a unit price in words or figures, or both if required, for each pay item for which a quantity is given and shall also show the products to the respective unit prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amounts of the separate items. All the words and figures shall be in ink or type. In case of a mathematical error, the unit price shall govern.

When an item in the proposal contains a choice to be made by the bidder, the bidder shall indicate his choice in accordance with the specifications for that particular item, and thereafter no further choice will be permitted.

The bidder's proposal must be signed in ink by the individual, by one or more members of the partnership, by two officers of a corporation or by an agent of the contractor legally qualified and acceptable to the City.

If the proposal is made by an individual, his name and post office address must be shown, by a partnership, the name and address of each partner must be shown, by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

In subsection 102.07 delete paragraphs (7) and (9)

Delete subsection 102.09 and replace with the following:

102.09 Anti-Collusion Affidavit. Every Proposal (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 Form. **The Bidder's Proposal will be rejected if it does not contain the completed Noncollusion Affidavit.**

Add subsections 102.11 – 102.14 as follows:

102.11 Disqualification of Bidders. Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- (1) More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
- (2) Evidence of collusion among Bidders. Participants in such collusion will not receive recognition as Bidders for any future work of the City until any such participant shall have been reinstated as a qualified Bidder.
- (3) If, during a Contract with the City, a Contractor or Subcontractor incurs liquidated damages as described in subsection 108.09, he shall be disqualified for a period of one (1) year from the date of final acceptance of that Contract.

102.12 Bid Prices. Bidders must include, in their bid prices, the entire cost of each item of the work set forth in the proposal, and it is understood and agreed that there is included, in each lump sum or unit price bid, the entire cost of materials and labor incidental or necessary to the completion of that portion of the work covered, unless such work is expressly included in other lump sum or unit price bids in the proposal. Since the bid information cannot be guaranteed, the Contractor shall have assumed the risks attendant to successful performance of the work at the amount of the bid.

102.13 Rejection of Bids. The Owner reserves the right to reject any or all bids and waive irregularities not affecting substantial rights.

102.14 City Contract Laws. 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.
- (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.

Section 2-4 of the City Code of Laws is presented below:

- (a) 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 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.

REVISION OF SECTION 103 AWARD AND EXECUTION OF CONTRACT

Section 103 of the CDOT Standard Specifications is hereby revised for this project as follows:

Delete subsection 103.01 and replace with the following:

103.01 Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit prices.

The Owner reserves the right to settle bid discrepancies that occur in the low Bidder's proposal at the time the Contract is awarded. Bid discrepancies will be settled with the understanding that the low Bidder waives any claims against the City because of Bidder's mistakes in the Bid Proposal.

In subsection 103.02 change the time of award from 30 calendar days to 60 calendar.

Subsection 103.04 shall include the following:

Failure to execute the Contract and file acceptable bonds within 14 days after the date of award shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City.

The Director of Public Works may elect to waive forfeiture of the proposal guaranty only if it is determined that the bidder has made a good faith remedial error and that no damages were sustained by the City as a result of the failure by the successful bidder to execute the Contract and file acceptable bonds within the time prescribed. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and constructed under Contract or otherwise as the City may decide.

Add subsections 103.05 – 103.06 as follows:

103.05 Cancellation of Award. The City reserves the right to cancel the award of any Contract at any time before the execution of said Contract by all parties without liability against the City.

103.06 Return of Proposal Guaranty. All proposal guaranties consisting of bid bonds will be retained by the City. All proposal guaranties in the form of certified checks or cashiers checks will be treated as follows:

For the three lowest Bidders, the proposal guarantee will be held until the Contract is awarded to the successful bidder. Proposal guaranty will then be returned to the other Bidders. The proposal guaranty of the successful Bidder will be returned upon receipt of executed Contract and approved payment and performance bonds.

In subsection 103.02 change all time period references from 15 days to 14 days in Sec. 103.04 Execution and Approval of Contract.

REVISION OF SECTION 104 SCOPE OF WORK

Section 104 of the CDOT Standard Specifications is hereby revised for this project as follows:

Subsection 104.04 shall include the following:

The Contractor shall be responsible for maintaining access to all residences and businesses along the Project areas during construction. Lane widths during construction shall not be less than 10 ft and a minimum clearance of two feet shall be maintained between traffic and the construction work zone.

The Contractor will not be permitted to have construction equipment or materials in the lane(s) open to traffic at any time unless permitted by the Engineer.

The Contractor is cautioned that all personal vehicle and construction equipment parking will be prohibited where it conflicts with safety, access, or the flow of traffic.

**REVISION OF SECTION 105
CONTROL OF WORK**

Section 105 of the CDOT Standard Specifications is hereby revised for this project as follows:

In subsection 105.02 (b) 4. change the base number of submission sets of shop drawings from six to four.

Subsection 105.02 (f) shall include the following:

1. All Contractors who construct public storm drainage systems, bike paths, sidewalks, streets, or other items within Public property to be maintained by the City must submit an "As Constructed" set of construction drawings for approval as a part of the City's acceptance process. The initial submittal shall be one set of "red-lined" marked up prints, which should be delivered to the Department of Public Works counter at City Hall, attention "Engineering Manager". Written City acceptance of the final As Constructed plan is a condition for final acceptance and release of retainage.

As Constructed plans for construction of irrigation systems within public property to be maintained by the City shall be submitted per subsection 623.25.

2. All As Constructed information shall be red-lined and shown on the original construction drawings. The As Constructed drawings shall clearly show any changes or variations from the approved design. Horizontal variations greater than 1.0 foot should be shown dimensionally or through plus stations. Horizontal variations greater than 10.0 feet should also show the graphic relocation of the object. For construction of public storm drainage systems, vertical elevation variations greater than 0.1 feet shall be provided for all shown design elevations. For construction of all remaining project features, vertical elevation variations greater than 0.25 feet shall be provided for all shown design elevations.
3. The As Constructed Certificate (shown below) shall be signed and sealed by a CO professional land surveyor and shall appear on the cover sheet of the As Constructed plan set. All sheets included in the Contract Drawings set must be submitted in the final As Constructed plan set.

AS CONSTRUCTED CERTIFICATE

I hereby certify that the information shown on this as constructed drawing is an accurate and complete representation of data established from field information obtained under the direction of a Professional Engineer or Professional Land Surveyor, and that the physical dimensions or elevations shown are as-built information and the facility was constructed according to the approved plans, except as otherwise noted hereon.

Name	License #
Title	Date

In subsection 105.03 change the first sentence of the seventh paragraph as follows:

Materials may be sampled and tested at the discretion of the City in accordance with the City Permit Testing and Inspection Requirements Document, available at the City Public Works counter, and CDOT's Field Materials Manual.

In subsection 105.09 (a) change the order of precedence as follows:

1. City General Provisions

2. City Special Provisions
3. Project Special Provisions
4. Standard Special Provisions

Subsection 105.09 shall include the following:

Any discrepancy or error discovered in the Drawings, Specifications, or during field construction shall be immediately called to the attention of the Engineer through submission of a "Request for Information" (RFI) document. Only the Engineer may authorize a modification to the project drawings or specifications via written response to an RFI. Neither the Inspector or Project Engineer may authorize alterations, in-field changes, or modifications to the project, whether orally or written, unless said change is so minor in nature that grades, horizontal geometry, detail, or the original purpose and intent of the drawings are not altered. Concurrence by the Inspector, Project Engineer, or any other City representative in the field or on the daily inspection report does not constitute approval of any element of the project. The Contractor is solely responsible for constructing the project according to the project drawings and specifications.

Subsection 105.10 shall include the following:

Not furnishing a competent superintendence will be grounds for suspension of the Project until such superintendence is furnished by the Contractor. **CONTRACT TIME WILL CONTINUE IN THE EVENT OF A WORK SUSPENSION CAUSED BY LACK OF FURNISHING FULL TIME PROJECT SUPERINTENDENCE SATISFACTORY TO THE CITY.**

Subsection 105.11 shall include the following:

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/or utility locating service to 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.

Utilities which are adjusted, removed, or reset for the construction convenience of the Contractor and which would not conflict with the line or grade of the proposed project works, shall be done at the Contractor's expense. This shall include, but not be limited to, sewer service lines, water service lines, telephone, gas and electrical lines.

The Contractor shall coordinate with all affected utility owners for work to be performed on said utility as defined in the Contract documents. Coordination shall include application for permits, licensing, payment of fees, scheduling inspections with each owner, as required. All such costs and/ or time spent for coordination with utility owners shall be paid by the Contractor, and shall not be compensated with a Pay Item or Change Order.

Subsection 105.16 shall include the following:

The Engineering Division of the Public Works Department will provide all inspection during construction. The Inspector will oversee the materials testing.

The Contractor shall keep the Inspector informed of future construction operations to facilitate scheduling of required inspection. The Contractor shall notify the Inspector 24 hours in advance of starting any construction operation that will require inspection. Failure of the Contractor to provide such notice shall relieve the Owner from any responsibility for extra costs or delays caused by such failure.

Inspection of the work or materials by the Owner or conversations made between the Contractor and the Inspector shall not relieve the Contractor of the obligation to fulfill the requirements of the Contract. Work and materials not meeting such requirements shall be made good, and unsuitable work or materials may be rejected, notwithstanding that such work or materials have been previously inspected by the Owner or that payment thereof has been included in a progress estimate.

Inspection and acceptance of work pertaining to utilities not owned by the City shall be made by a representative of the owning utility. The Contractor shall obtain required permits and/ or licenses and notify & schedule an inspection by the owning utility prior to commencing any work so that a representative may be made available to approve the work to be performed.

Subsection 105.21 (a) shall include the following:

The one year guarantee period for the portion or unit of the project partially accepted will not begin until completion of the entire project unless otherwise agreed to by the Engineer.

In subsections 105.22 and 105.24 change all references to CDOT to the City and remove all references to subsection 105.23.

Subsection 105.22 shall include the following:

In accordance with Section 2-4 of the City Code, as provided in subsection 102.14 of the City Special Provisions, the Contractor shall waive, release or extinguish its rights to recover costs or damages, or equitable adjustment, for delays in performing this contract if such delay is caused, in whole or in part, by acts or omissions of the City or its agents unless the Department accepts responsibility. An extension of time for completion of the work shall be the Contractor's remedy for such delay.

The Contractor shall not be entitled to additional monetary compensation for delays caused by the failure of a utility company or special district to relocate its facilities in timely manner. An extension of time for completion of the work shall be the Contractor's remedy for such delay. Relief from failure of utility companies to fulfill their responsibilities is discussed in subsection 105.11 of the Standard Specifications.

In subsection 105.22 (d) delete the last paragraph and replace with the following:

If these meetings do not result in a resolution or the participants mutually agree that they have reached an impasse, the Contractor may file a claim in accordance with subsection 105.24.

Delete subsection 105.23.

In subsection 105.24 change the reference to City and County of Denver and replace with Jefferson County:

In subsection 105.24 (c) delete the reference and address to CDOT Audit Unit and replace with Department:

Add subsections 105.25 and 105.26 as follows:

105.25 Protection of Survey Markers. Survey markers shall be protected as follows:

- (a) *Permanent Survey Markers.* Should the Contractor believe that a survey monument, control point, or benchmark will be disturbed by construction activities, the Contractor shall notify the Engineer not less than seven days prior to starting work in order that the Engineer may take necessary measures to insure the preservation of survey monuments, stakes and bench marks. The Contractor shall notify the Engineer and bear the expense of replacing any that may be disturbed without permission. Replacement shall be done by a Registered Land Surveyor at no expense to the Owner.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the monument cover or box shall be adjusted to the new grade.

- (b) *Lot Stakes.* Unless otherwise directed by the Engineer or shown in the plans, the Contractor shall preserve existing survey stakes that mark property lines and corners. Any stakes that become lost or disturbed by his operations shall be replaced at the Contractor's expense by a registered land surveyor. Any lot corners marked on sidewalks that are designated for removal by the Contract Documents or the Engineer are not the responsibility of the Contractor for replacement.

105.26 Maintenance During Free Time. Maintenance during free time, shall meet the requirements of Sec. 105.19 and shall be considered incidental to the work.

REVISION OF SECTION 106 CONTROL OF MATERIAL

Section 106 of the CDOT Standard Specifications is hereby revised for this project as follows:

Delete subsection 106.03 and replace with the following:

106.03 Samples, Test, Cited Specifications. Materials sampling and testing shall be performed at the expense of the Contractor. The Contractor shall employ an independent materials testing company to sample and test the materials or the finished product in accordance with the City Materials Testing Requirements, and the Frequency Guide Schedule of the CDOT Field Services Manual, per Section 720 of the City Special Provisions. All materials sampling, testing and

inspection shall be performed by certified field technicians who work under the supervision of a registered professional engineer in the State of Colorado practicing in this field.

Field technicians shall furnish copies of failed test results to the Engineer within two working days of completion and prior to the next phase of construction. On a weekly basis, the Contractor shall furnish the Engineer with copies of all test results taken that week and a cover letter, signed by the supervising registered professional engineer, which summarizes the results and addresses any failed tests or inconsistencies.

Unless otherwise designated, all specifications, standards or policies referenced in Section 720 shall be the latest edition as revised or updated by approved supplements published and issued prior to the date of the advertisement for bids.

Subsection 106.08 shall include the following:

The Contractor will not receive compensation for storage of topsoil or other materials generated on site that are stored either on site or offsite for later disposal or inclusion into the Work.

Add subsection 106.14 as follows:

106.14 Trade Names, Approved Equals, or Substitutes. In order to establish a basis of quality, certain processes, types of machinery and equipment, or kinds of materials may be specified either by description or process or by designating a manufacturer by name and referring to that brand or product designation, or by specifying a kind of material. It is not the intent of the specifications to exclude other processes, equipment or materials of equal value, utility or merit.

Whenever a process is designated, or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation, or description, whether in fact they do so or not.

If it is desirable to furnish items of equipment by manufacturers other than those specified, as a substitute after the contract is executed, the Contractor shall secure approval prior to placing a purchase order or furnishing the same.

If the proposal includes a list of equipment, materials, or articles for which the Contractor must name the manufacturer at the time of submission of the bid, no substitutions therefore will be permitted after a proposal has been accepted without the express consent of the Owner.

REVISION OF SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Section 107 of the CDOT Standard Specifications is hereby revised for this project as follows:

Subsection 107.12 shall include the following:

Property pins, right-of-way markers and other survey corners shall remain undisturbed until a method of preserving or perpetuating such markers is approved by Owner. Should any such markers be disturbed, destroyed or removed without obtaining said approval, the Contractor shall be assessed for any costs incurred in resurveying, resetting, and registering said markers.

In subsection 107.15 change all references to CDOT to the City.

Subsection 107.15 shall include the following:

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 days prior to insurance cancellation, written notice shall be given to the City.

Indemnification of Owner - Contractor hereby indemnifies and agrees to hold the Owner 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 Owner hereunder, at Contractor's sole expense and if he fails to do so, to thereafter indemnify Owner, in addition to the above indemnification, for all court costs and attorneys fees incurred in any defense required to be undertaken by the Owner.

Add subsection 107.18 as follows:

107.18 Contractor’s Responsibility During Warranty. The Contractor shall, at his sole expense and cost, remedy any defects in the work, and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The Owner will give notice of defects with reasonable promptness upon their discovery.

In subsection 107.25 change all references to Region Environmental to the City.

**REVISION OF SECTION 108
PROSECUTION AND PROGRESS**

Section 108 of the CDOT Standard Specifications is hereby revised for this project as follows:

In subsection 108.02 delete the last sentence and replace with the following:

The Contractor shall commence work under the Contract within 14 calendar days of the date of the Notice to Proceed.

Subsection 108.05 shall include the following:

Working hours under this Contract shall be between 7:00 am and 5:00 pm. The Contractor shall not operate equipment before 7:00 am and shall schedule all work operations to be completed before 5:00 pm. Work after 5:00 pm will not be allowed except when required for circumstances beyond the Contractor’s control and when approved by the Engineer. Work between 5:00 pm and 6:00 pm on more than two consecutive working days will be charged as one-half working day. Work after 6:00 pm on any day will be charged as one-half working day.

Contractor operations in lanes open to traffic are not allowed between the hours of 6:30 am to 8:30 am and 3:30 pm to 6:30 pm, unless otherwise approved by the Engineer. These restrictions apply to temporary delays including ingress and egress of materials, etc.

Subsection 108.08 shall include the following:

An extension of time for completion of the work shall be the Contractor’s sole remedy for delays in performing this contract if such delay is caused, in whole or in part, by acts or omissions of the City or its agents unless the Department accepts responsibility.

An extension of time for completion of the work shall be the Contractor’s remedy for delays in performing this contract caused by the failure of a utility company or special district to relocate its facilities in timely manner. Relief from failure of utility companies to fulfill their responsibilities is discussed in subsection 105.11 of the Standard Specifications and the City Special Provisions.

Delete subsection 108.09 and replace with the following:

108.09 Failure to Complete Work on Time. A daily charge will be made against the Contractor for each working day, including free time, that any Work shall remain uncompleted after elapse of Contract Time. This daily charge, determined by the original Contract amount for the Project from the table below, will be deducted from any money due the Contractor. This deduction will not be considered a penalty but as liquidated damages.

The schedule of liquidated damages set forth below is an amount, agreed to for purposes of this Contract by the Contractor and the City, as reasonably representing the additional costs incurred by the City, both for its time, labor and expenses, and for those damages and inconveniences suffered by the residents of the City as a result of delay in completion of the Project.

Schedule of Liquidated Damages

Original Amount of Contract		Liquidated Damages per Contract Day
For More Than	Up to & Incl.	
\$ 0	\$ 100,000	\$ 200

\$ 100,000	\$ 500,000	\$ 500
\$ 500,000	\$ 1,000,000	\$ 750
\$ 1,000,000	\$ 2,000,000	\$ 1,000

Due account shall be taken of any adjustments of the Contract Time for completion of the Work granted under the provisions of Subsection 108.07.

Permitting the Contractor to continue and finish the Work or any part thereof after the Contract Time has elapsed shall not be construed as a waiver on the part of the City of any of its rights under the Contract.

Deductions assessed as liquidated damages under this Section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other Contractors on the Project or other Projects caused by a failure of the assessed Contractor to complete the Work according to Contract Time.

**REVISION OF SECTION 109
MEASUREMENT AND PAYMENT**

In subsection 109.01 change all references to CDOT to the City.

In subsection 109.04 (c) 1. delete the formulas for Hourly Rate and Standby Rate (RR and SR respectively). Payment will be made on a flat rate for hourly and standby rental rates plus EOC.

Delete subsection 109.04 (f) and replace with the following:

- (f) The Contractor’s representative and the Inspector shall, on a daily basis, agree in writing on the quantities of labor, equipment and materials used for work, extra work, and/ or force account work.

Subsection 109.04 (h) shall include the following:

Time extension for force account work shall be allowed only if a controlling operation or critical path item of the project is interrupted. Time extension requests shall meet the requirements of subsection 108.08. Force account items shall be completed in a workmanlike manner so as not to cause undue delays.

In subsection 109.06 (a) delete the second sentence and replace with the following:

The amount to be retained will be 10 percent of the value of the completed work to a maximum of 5% of the total contract amount including change orders and contingency.

Subsection 109.06 (a) shall include the following:

At the time of the Preconstruction meeting, the Contractor shall submit to the City a schedule of partial progress payments. This schedule will show the percentage of Work completed and the date and dollar amount of each anticipated progress payment.

The City will pay any monies due the Contractor within 30 days of approval of a Request for Partial Payment.

Delete subsection 109.06 (b) and replace with the following:

- (b) Securities are not acceptable to the City in lieu of standard amount retained.

Add subsection 109.08 as follows:

109.08 Final Guarantee. All work shall be and is guaranteed by the Contractor for a specified period of one year from and after the date of written final acceptance of all work by the City, unless a longer period is specified. All other current applicable State statutes shall apply.

If within the guarantee period, non-emergency repairs, changes, or replacements are required in connection with guaranteed work which, as determined by the City, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall, within 14 calendar days from receipt of notice from the City, and without expense to the City:

- (a) place in satisfactory condition, in every particular, all of such guaranteed work, correct all defects therein, or proceed with replacement of defective or unsatisfactory work where deemed necessary by the Engineer; and
- (b) make good all damage to the building site, equipment or contents thereof which, in the opinion of the Engineer, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with
- (c) the terms of the contact; and make good any work or material disturbed, or the equipment and contents of any building or structure on the site, in fulfilling any such guarantee.

In the case of emergency repairs, changes or replacements, the Contractor shall promptly upon receipt of Notice from the city and without expense to the City, perform the necessary actions to remediate the situation.

**REVISION OF SECTION 408
JOINT AND CRACK SEALANT**

Section 408 of the CDOT Standard Specifications is hereby revised for this project as follows:

Subsection 408.02 shall include the following:

Hot Pour Rubberized Asphalt Crack Filler. Crack Filler material shall be hot pour polymer rubberized asphalt crack filler and **shall not contain vulcanized or reclaimed rubber**. Contractor shall submit a certificate of compliance with the specifications of the proposed crack filler to the Engineer prior to any placement. Crack filler material shall meet or exceed the following requirements:

- (1) Cone Penetration 77E F, 150 g, 5 sec.
ASTM D-5329 60E Min. 80E Max
- (2) Resilience 77E F 20 sec
ASTM D-5329 60% Min
- (3) Flow 140E F, 5 hr, 75E Angle
ASTM D-5329 1 mm Max
- (4) Softening Point ASTM 2398 190E F Min.
- (5) Tensile Adhesion ASTM D-5329 500% Min.
- (6) Forced Ductility @ 4E C, 4 lbs. Max @ 39.2°F
- (7) Ductility @ 1cm/min. @ 39.2°F
ASTM D-113 30cm Min
- (8) Flexibility: Specimen 6" x 1" x 1/8"
Conditioned to -15°F, shall Bend 90E over 1.125" Mandrel in 2 sec., no cracks
- (9) Recommended Pouring Temp. 350E-380EF
- (10) Safe Heating Temp. 400EF

Subsection 408.03 shall include the following:

Equipment. The following equipment shall be required:

- (1) The heating equipment shall consist of a double-jacketed melting kettle with the inner jacket containing a high temperature transfer oil to ensure even meltdown and uniformity of flow. Internal specifications of the kettle shall include an agitation system to ensure an even meltdown of the material.
- (2) The equipment used to apply the sealant shall be capable of heating the sealant to 300° F minimum and 420° F maximum and shall have a positive means to keep the sealant agitated and thoroughly mixed during sealing activities. The equipment shall also have a minimum melting capacity of 100 gallons per hour and shall be in conformance to the material supplier's recommendation.
- (3) The heating unit shall have available at all times a direct reading temperature measurement device capable of reading within $\pm 5^\circ$ F from 200° F to 600° F. A log of product tank temperatures shall be recorded at one hour, ± 10 minute intervals by the contractor, and kept available for inspection. Any material that has been overheated in excess of 30° above the manufacturer's recommended maximum temperature shall be wasted at the contractor's expense. Heat lance equipment will consist of an air compressor capable of delivering a steady flow of air at a minimum of 175 psi and a heating apparatus capable of sustaining air temperatures at a minimum of 750° F.
- (4) Sweeping will be with a self-propelled pickup sweeper with the proper brushes to successfully clean the curb and gutter and street after each day's work. Sweeping will include use of any blowers or compressors to remove any dirt

or debris deposited onto sidewalks and/or driveways during the crack sealing operation and shall be removed at the end of each day by the Contractor.

Preparation and Placement. The following procedures shall be required:

- (1) All cracks greater than 1/4 inch and less than one inch in width shall be cleaned with compressed air (minimum 175 psi) and the surface area shall be dried with the use of a heat lance ahead of placing the hot sealant. The cracks will be cleaned prior to placement of sealant to ensure all surface moisture is vaporized. Cracks shall be free of dust, dirt, moisture, vegetation or other materials that might prevent bonding of the hot sealant. The asphalt/concrete joint along the edge of the street with the curb and gutter shall be prepared and sealed.

Any crack sealing work which is determined to have been done under this contract without the required crack preparation will not be eligible for payment under this contract.

- (2) The Contractor's procedures for loading materials into the product tank shall not depress the sealant temperature at the wand tip below the manufacturer's recommended temperature.
- (3) Placement of the crack sealing material shall be accomplished only when weather conditions are dry and meet the material manufacturer's recommendation for placement.

An approved squeegee method shall be used to smooth the material tightly against the surface so that when the sealant is cured its surface is from 1/8 to 1/4 inch below the adjacent pavement surface.

The sealant shall be held in the mixing tank at application temperature until very little separation of the asphalt and rubber occurs when a bead of sealant material is placed on the pavement. The contractor's procedures for loading material into the product tank shall not depress the sealant temperature below the manufacturer's recommended application temperature at the tip of the wand or pour pots.

Traffic shall be kept off the freshly-sealed cracks until the sealant has cured or has been treated with an approved blotter material to prevent tracking. Blotting will not be paid for separately but considered incidental to the project.

Contractor shall sweep entire street to include sidewalks, driveways and gutters, after completion of crack sealing work.

Notification of Sealing. The Contractor will be responsible for notifying all residents by distributing a handout to the occupants of each property adjoining the work areas a minimum of 48 hours and a maximum of seven (7) days prior to beginning work. The original copy of the notice will be given to the City by the Contractor for approval. In addition, the Contractor shall erect "No Parking" signs along the proposed work area on the day prior to commencing work in that area. If there is a delay of one week or more due to weather, equipment, or other causes, the Contractor will be required to renotify the residents.

Parked Cars. The Contractor is responsible for clearing parked cars from streets when these cars will interfere with the work. The Contractor will not be required to tow abandoned or immobilized vehicles parked in the street. Every effort shall be made to contact vehicle owner. If unsuccessful, the Inspector will have the vehicle towed after a reasonable amount of time.

Location of Work. The crack sealing work will be performed on streets as described in the Project Document. The City reserves the right to add, delete, or substitute other streets and intersections in this project.

In some areas within the project, off-street parking is not available to residents. In these areas, the Contractor will be required to perform crack sealing work on streets oriented north/south on different days than the streets oriented east/west so that motorists will be able to park within one block of their destination.

Stockpile of Material. All material will be delivered to the designated 25' by 20' area at the City of Wheat Ridge Street Maintenance Shop at 45th Avenue and Pierson Street. All material not used at the completion of each day will be returned to this location. Storage of propane or any hazardous material shall meet the OSHA requirements for storage. The City is not responsible for Contractor's equipment or vehicles stored at the site. Contractor shall be responsible for disposing of trash and cleanup of spillage.

Testing. The Contractor must submit certificates of compliance with each shipment of material to be used prior to placement. In addition, the Contractor must submit test results from an independent laboratory that confirms that the material provided contains no vulcanized or reclaimed rubber. The City may also have the material tested to ensure

compliance with material specifications. Assurance testing costs will be paid by the City of Wheat Ridge, but costs of retests due to failure of material to meet the specifications will be the responsibility of the Contractor.

Delete subsection 408.04 and replace with the following:

Hot poured joint and crack sealant (material) will be measured by the pound of material delivered. Weight shall be based on invoiced weight, tare weight, or the average weight of individual blocks of material as approved by the City inspector.

Sweeping will not be paid separately but shall be included in the work.

Delete subsection 408.05 and replace with the following:

The accepted quantities of crack sealing for material supplied and placed will be paid for at the contract unit price per pound. Reinstallation of material that does not meet the specifications will not be paid for and the Contractor will be responsible for removing and replacing defective material.

Payment will be made under:

Pay Item	Pay Unit
Hot Poured Joint & Crack Sealant	LB

All materials, equipment, and costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work.

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

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

Subsection 630.10 shall include the following:

If the Contract Documents do not include a Traffic Control Plan (TCP), the Contractor shall submit a method for handling traffic (MHT). The MHT must utilize the Manual on Uniform Traffic Control Devices (MUTCD) or Standard Plans S-630-1 and S-630-2 for devices that are proposed. Approval of the MHT does not relieve the Contractor of traffic control liability specifically assigned to him under this Contract. A copy of the approved MHT shall be available at the project site at all times in order that Division personnel may verify compliance with the specified traffic control requirements.

The Contractor's MHT shall also include the following:

- (1) The number of flag persons to be used.
- (2) The number of authorized 24-hour days a traffic control supervisor will be required.

The Contractor shall erect and maintain warning lights, signs, barricades and sufficient safeguards around all excavations, embankments and obstructions.

Subsection 630.13 shall include the following:

The Contractor shall provide an inventory of all existing pavement marking to be disturbed to the Engineer prior to beginning work.

All warning and construction zone traffic control devices shall bear the name, address and phone number of the barricade company that owns them. The phone number shall be a 24 hour a day dispatched hot line in the event an emergency situation occurs where additional devices are needed or existing devices must be removed.

The Contractor shall install construction zone traffic control devices in locations where they do not block or impede sidewalks for pedestrians, disabled persons, bicyclists or other existing traffic control devices. A minimum four foot wide, unobstructed sidewalk area is to be maintained where possible. In the event that a minimum four foot wide sidewalk area with a minimum overhead clearance of 7 feet 6 inches cannot be maintained, a pedestrian/bicycle detour plan shall be submitted in conjunction with the traffic control plan.

All existing traffic control devices including traffic signals, signs, and pavement markings that are compatible with the construction zone traffic control shall remain visible and fully operational. If these devices are incompatible with the temporary construction, they shall be covered, relocated or removed.

Whenever the Contractor removes, obliterates or covers in any way, any pavement markings including lane lines and crosswalks, he shall replace them on a daily basis. Prior to opening affected areas to traffic, all pavement marking shall be placed in accordance with the Plans and Specifications or as directed by the Engineer.

The Contractor shall equip all vehicles operating within the moving lanes with flashing amber lights visible from all directions.

Subsection 630.15 shall include the following:

Signs, barricades, traffic channelizing devices, flashing beacons (portable), method of handling traffic, traffic control supervisor, flagging, and all other requirements of Subsection 630 are included in the pay item for Traffic Control Management unless they are identified in the Bid Schedule as separate pay items.

Subsection 630.16 shall include the following:

No payment will be made under Section 630 until the method of handling traffic (MHT) has been submitted and accepted.

Pay Item

Traffic Control Management

Pay Unit

Lump Sum