



PROJECT DOCUMENTS

**PANORAMA PARK IRRIGATION SYSTEM
ITB-17-02**

BIDS DUE: TUESDAY, FEBRUARY 14, 2017, BY 1:00 P.M. OUR CLOCK

Prepared by:

PARKS, FORESTRY AND OPEN SPACE
PURCHASING AND CONTRACTING DIVISION
CITY OF WHEAT RIDGE
7500 W. 29TH AVENUE
WHEAT RIDGE, CO 80033

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DRAWINGS / EXHIBITS (if applicable)

EXHIBIT 1 – Irrigation Plan and Details (3 pages) IR1, IR2 and IR3

ADDENDA (if applicable)



ITB-17-02

BID DUE DATE: TUESDAY, FEBRUARY 14, 2017, BY 1:00 P.M. OUR CLOCK

PANORAMA PARK IRRIGATION SYSTEM

SEALED BIDS MUST BE MAILED OR DELIVERED TO:

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

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

FEIN / SSN (Required) _____
Federal ID number

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIPCODE _____

PHONE _____ FAX _____

EMAIL _____

AUTHORIZED SIGNATURE _____
REQUIRED – MUST BE IN INK

PRINTED NAME _____ TITLE _____

PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDA

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

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

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

Signature acknowledges that proposer:

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

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

**INVITATION TO BID
ITB-17-02
PANORAMA PARK IRRIGATION SYSTEM**

Bid Due Date: TUESDAY, FEBRUARY 14, 2017, by 1:00 p.m. our clock. Public Opening: City Hall, 7500 W. 29th Avenue, Wheat Ridge, CO.

Scope of Work: This work shall consist of installing an underground irrigation system at Panorama Park. Bidders are responsible for visiting the site prior to bidding, accepting conditions as is.

A. The Contractor shall include all labor, materials, permits, licenses, inspection tools, facilities, transportation and equipment necessary for the installation of an underground system according to the plans and specifications. No substitutions of material or the procedure shall be made concerning these documents without the written consent of an approved equal by the Consultant and or the City of Wheat Ridge. The work shall comply with the requirements of all legally constituted authorities having jurisdiction.

B. All work in this section shall be coordinated by the Contractor with all utilities and trades responsible for their installation.

C. Work called for on the drawings and details shall be furnished and installed whether or not specifically mentioned in the specifications.

D. The budget for this project is approximately \$90,000, in the 2017 budget.

E. Work must be completed between August 1, 2017 and October 31, 2017. No exceptions.

Deadline for Questions: Thursday February 2, 2017 by Noon.

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

Minimum Qualifications:

Contractor shall submit a list of three (3) projects completed within the last five years of equal complexity with references. Contractor must have a minimum of five (5) years of experience with projects of comparable size and scope (commercial systems install).

Disadvantaged Businesses: Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

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

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

Mark Sealed Envelopes: ITB-17-02, PANAORAMA PARK IRRIGATION PROJECT

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

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

Hardcopies of project documents may be purchased at the City of Wheat Ridge Municipal Building for a non-refundable fee of \$25/set.

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

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

Publish Dates:

Daily Journal: January 23 & 30, 2017

RMEPS and City Website: January 23, 2017

Jennifer Nellis, Purchasing Agent

INFORMATION FOR BIDDERS

BID SUBMISSION REQUIREMENTS

- 1.0 **Sealed bids for ITB-17-02, PANORAMA PARK IRRIGATION SYSTEM**, 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 14, 2017, BY 1:00 P.M. OUR CLOCK**, at which time bids will be publicly opened and read aloud.

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

- 1.1 **Bid documents** are available on the RMEPS a division of BIDNET www.govbids.com or call 1-800-677-1997 x 214 or visit the City Website for project documents and updates: www.ci.wheatridge.co.us , or may be purchased at the City of Wheat Ridge Municipal Building for a non-refundable fee of \$25/set. Bidders are responsible to check the City website for the issuance of any addenda prior to submitting a bid—either by notification from Bidnet (if a registered vendor) and by checking the City website.

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

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

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

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

- 1.3 **Bids may be mailed or delivered** to the Municipal Building in person, but **MUST** be in a sealed envelope which is clearly marked with the name and number of the project for which the bid is being submitted. No bids will be accepted after the date and time established above, except by written addendum.
- 1.4 **Bid Bond** must accompany each bid, payable to the City for five percent (5%) of the total amount of the bid. A certified check or cashier's check payable to the City of Wheat Ridge may be used in lieu of a bid bond. Securities may not be substituted for bid bonds.

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

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

1.5 **A bidder may withdraw or revise a proposal after it has been deposited with the City.** Withdrawal of bids may be made either in writing or in person; however, any bid withdrawn for purpose of revision must be re-deposited with the City by the established bid due date and time. Bids may not be withdrawn after the time set for opening of bids.

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

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

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

1.8 **The City of Wheat Ridge is exempt from City, County, State and Federal sales and excises taxes.** Contractor is responsible for filing correct tax exemption paperwork with material suppliers and the State.

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

BID DOCUMENTS

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

- | | |
|--------------------------------------|---|
| A. Bidder Information Form | K Bid Bond |
| B. Advertisement of Bid | L. Sample Agreement |
| C. Information for Bidders | M. Payment Bond |
| D. Contractor Qualification Form | N. Performance Bond |
| E. Bid Form | O. Notice to Proceed |
| F. Bid Schedule | P. Final Receipt |
| G. List of Subcontractors | Q. Project Special Provisions, if any |
| H. Non-Discrimination Assurance Form | R. General Provisions |
| I. Illegal Alien Certification | S. Addenda |
| J. Non-Collusion Affidavit | T. Drawing/Construction Specifications if any |

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

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

- 2.2 If it should appear to a bidder that the work to be done or matter relative thereto is not sufficiently described or explained in the Contract Documents, or that the Contract Documents are not definite and clear, the bidder may make written inquiry regarding same to the Purchasing Agent by the inquiry deadline specified in the Bid Documents. Then if in the judgment of the Purchasing Agent additional information or interpretation is necessary, such information will be issued in the form of an addendum. Such addendum shall have the same binding effect as though contained in the main body of the Contract Documents. Oral instructions or information concerning the Contract Documents or the project, given out by officers, employees, or agents of the Owner to prospective bidders, shall not bind the Owner. If no questions are submitted as outlined by the designated inquiry deadline, bidder waives the right to any conflict in the Contract Documents.
- 2.3 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout. Further, the bidder agrees to abide by the following Federal requirements: Executive Order No. 11246 as amended, including specifically the provisions of the Equal Opportunity Clause, the Immigration Reform and Contract Act of 1986, and the Americans with Disabilities Act of 1991.

As a recipient of Federal funds, subject to United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, the City of Wheat Ridge, and its responsible agents, Contractors and Consultants assure that no person shall on the grounds of race, color, or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project. Disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations subject to the Regulations. The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, 49 CFR Part 21 and assurances.

- 2.4 **Contractor Qualification:** Bidder must complete and submit the Contractor Qualification Form provided with the Bid Document. Failure to complete this form and submit with bid may result in the disqualification of the Contractor. The City's acceptance of this bid shall be based on information provided by the Contractor in this form. Bid amount and qualification shall be evaluated subsequent to bid opening to determine the successful bidder. The City does not pre-qualify Contractors.
- 2.5 **Bidding Errors:** The City will not be liable for errors in any vendor's bid. Vendors will not be allowed to alter bids after the submission deadline has passed. The City reserves the right to make corrections or amendments due to errors identified in bids by the City or the vendor. This type of correction or amendment will only be allowed for such errors as typographical, transposition, or other obvious error. Vendors are liable for all errors or omissions contained in their bids.

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

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

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

- 2.7 **Proprietary material:** Any information contained in the bid that is proprietary must be clearly designated as such. Marking the entire bid as proprietary will be neither accepted nor honored, and may result in a non-responsive determination resulting in disqualification of the bid.
- 2.8 **Bid rejection:** The City reserves the right to reject any or all bids at any time without penalty.

CONTRACT AWARD

- 3.0 The Owner may make such investigations as deemed necessary to determine the ability of the bidder and subcontractors to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose, as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted or the investigation fails to satisfy the Owner that such bidder or any subcontractor is properly qualified to carry out the obligations of the Agreement. If the Owner rejects any subcontractor as unqualified, the bidder may substitute another subcontractor for approval by the Owner, but no change to the bid price will be allowed.
- 3.1 **Award of Contract** is anticipated within sixty (60) calendar days after the opening of bids, to the lowest most responsive, responsible, qualified bidder whose bid complies with all the requirements of this ITB. In addition to price, the following elements shall be given consideration:
- The ability, capacity and skill of the bidder to perform the contract work or provide the service required
 - The character, integrity, reputation, judgment, experience and efficiency of the bidder
 - Whether the bidder can perform the contract within the time specified
 - The quality of Bidder's performance on previous contracts, if applicable
 - The previous and existing compliance by the Bidder with laws relating to the contract or services
 - Evidence of collusion with any other bidder, in which case colluding bidders will be restricted from submitting further bids on the subject project for future tenders
 - Such other information as may be secured having a bearing on the decision to award the contract

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

- 3.2 **Notice of Award:** The successful bidder shall be notified of the recommendation for award and asked to provide two (2) signed agreements, verification of current liability insurance coverage, and payment and/or performance bonds. A performance bond and payment bond each in the amount of 100 percent (100%) of the contract price with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. Securities may not be substituted for Payment or Performance Bonds. Attorneys-in-Fact who sign Payment and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney.
- 3.3 **Agreement and Bonds:** The successful bidder shall return the two copies of the executed agreement and one acceptable Performance and Payment Bonds by a designated date. If the bidder fails to comply by the designated date, or if the bidder fails to provide acceptable bonds, the Owner may at its option consider the bidder in default, in which case the Bid Bond accompanying the proposal (bid) shall become the property of the Owner.
- 3.4 **Notice to Proceed:** The Owner, within fourteen (14) calendar days of receipt of the requirement stated in 3.3 above, shall execute the agreement and issue the Notice to Proceed at a pre-construction meeting with the contractor. If the Owner cannot issue the Notice to Proceed within such time period, the time period will be

extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the 14 calendar day period or within the period mutually agreed upon, the Contractor may terminate the agreement, by written notice, without further liability on the part of either party.

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

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

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

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

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

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

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

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

(a) The City may, by contract, require the Contractor awarded a Public Works contract to waive, release, or extinguish its rights to recover costs or damages, or to obtain an equitable adjustment for delays in performing such contract, if such delay is caused in whole or in part by acts or omissions of the City or its

agents, if the contract provides that an extension of time for completion of the work is the Contractor's remedy for such delay. Such a clause is valid and enforceable, any provision of State law to the contrary notwithstanding.

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

3.8. Termination, Indemnification, Cancellation/Remedies, Liquidated Damages

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

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

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

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

AWARDED CONTRACTOR REQUIREMENTS:

- 4.0 Signed agreement, performance and payment bonds, and insurance in compliance with bid requirements.
- 4.1 Permits
- City license to do work in the City of Wheat Ridge
 - Building Department permit (no cost)

- 4.2 Security access, if applicable
- Contractor is responsible for securing any materials left on-site.
- 4.3 Normal working hours are Monday – Friday, 7:30 a.m. – 4:30 p.m. Holidays, weekends, nights, and furloughs with approval.
- 4.4 Invoicing and Payments: Payment will be made promptly upon receipt of correct and approved invoice for goods or services that have been delivered and accepted. No down payment or advance payment of any kind will be made. The City requires proof that the material(s) have been furnished, the service(s) rendered, or the labor performed as described before payment is made. For construction payments see General Provisions. A vendor may submit an invoice for partial shipments or progress payments. All invoices are to be submitted to: City of Wheat Ridge, Accounts Payable, 7500 W. 29th Avenue, Wheat Ridge, CO 80033.

Invoices will be submitted monthly by the Contractor for services performed and expenses incurred pursuant to this Agreement during the prior month. The payment will be expedited by the User Department and processed as a VISA transaction within two business days of City approval. The City may elect the alternative method of payment by the Treasurer’s Office through proper accounting procedures. Payment is then made to the Consultant within thirty (30) days of receipt of invoice, and a check is mailed to the Contractor.

ANTICIPATED PROJECT SCHEDULE

ITB Issued	January 23, 2017
Advertisement	January 23 & 30, 2017
Inquiry Deadline	February 2, 2017 by Noon
Final Addendum Issued	February 7, 2016
Bid Due Date and Time	February 14, 2017 by 1:00 PM (MDT)
Submit CAF	March 3, 2017
Present to City Council for Approval	March 13, 2017
Project Start Date	August 1, 2017
Final Completion	October 31, 2017

PANORAMA PARK IRRIGATION SYSTEM REPLACEMENT

PURPOSE and SCOPE OF WORK

PURPOSE

The original 1951-52 Panorama Park irrigation system was replaced in 1988. The existing 1988 irrigation system has been repaired many times and has had two minor whole system renovations. The system as it functions today is not efficient at water usage and the even distribution of water over the entire turf surface resulting in dry and poor quality turf spots. The automatic control valves that were installed in 1988 are also out of production and replacement parts are no longer available.

Replacing the existing system with an up to date efficient irrigation system will address the existing issues and also bring the irrigation system and potable water system into compliance with Wheat Ridge Water regulations. The new system will also provide for remote and off site control by staff allowing for greatly improved water budgeting, water conservation and allocation of staff time and resources.

SCOPE OF WORK - PANORAMA PARK IRRIGATION SYSTEM CONSTRUCTION

A. This work shall consist of installing an underground irrigation system as shown on the drawings. The Contractor shall include all labor, materials, permits, licenses, inspection tools, facilities, transportation and equipment necessary for the installation of an underground system according to the plans and specifications. No substitutions of material or the procedure shall be made concerning these documents without the written consent of an approved equal by the City of Wheat Ridge. The work shall comply with the requirements of all legally constituted authorities having jurisdiction.

B. All work in this section shall be coordinated by the Contractor with all utilities and trades responsible for their installation.

C. Work called for on the drawings and details shall be furnished and installed whether or not specifically mentioned in the specifications. See EXHIBIT 1 – 3 pages, IR1, IR2 and IR3.

QUALITY ASSURANCE

A. Irrigation Drawings:

The irrigation drawings are essentially diagrammatic. Due to the scale of the drawings, all characteristics of the system (i.e., sleeving, fittings, etc.) may not be represented. The Contractor shall carefully inspect the site and plan his work accordingly, supplying any materials and equipment necessary to install said characteristics. The Contractor shall notify the City of any discrepancies between site dimensions, grade differences, obstructions, etc., and those on the drawings that might not have been known during preparation of irrigation drawings. If such written notifications are not made, Contractor shall assume all expenses and responsibility for any revisions necessary.

Work called for on the Drawings by notes or on details shall be furnished and installed whether or not specifically mentioned in the specifications. Design locations of heads, valves and lines are approximate. Contractor shall make minor adjustments of locations to avoid conflicts with planting, existing trees/shrubs, buildings and other obstacles. All finish grades shall be approved prior to installation of the irrigation system.

B. Experience and Observations:

1. Work shall be performed in accordance with the best standards of practice relating to the various trades. The Contractor shall be highly skilled and proficient in the installation of irrigation systems of this magnitude. Contractor shall submit a list of three (3) projects within the last 5 years of equal complexity with references. Contractor must have a minimum of five (5) years of experience with projects of comparable size and scope (commercial systems install). The Contractor shall coordinate installation of irrigation system with other trades on the project. Superintendent assigned by the Contractor shall oversee the irrigation system installation and shall be available on a daily basis. The superintendent shall not be changed unless approved by the City.
2. No materials of any kind shall be installed on the project until they have been approved by the City. The City reserves the right to observe installation of the irrigation system at any time and to reject any and all materials or workmanship that does not meet project specifications and standards. Materials used without prior consent of the City may be rejected and removed at Contractor's expense. Contractor shall be responsible for the total performance of such substitution to equal or surpass the original design in every respect. Contractor shall replace substitution at his own expense.
3. Before final acceptance of the project, the Contractor shall provide the City with all required submittals.
4. Contractor shall give City forty-eight (48) hours' notice with request for staking or for field observation. Head and valve staking must be approved prior to commencement of installation. Contractor to verify site conditions before commencing work. The Contractor is to notify City in written form of any site irregularities prior to commencing work. Initiation of irrigation installation implies Contractor acceptance of existing conditions.

C. Ordinances and Regulations:

Contractor shall observe all state and local laws, ordinances, regulations and applicable codes concerning the materials and installation of the irrigation system. Should a conflict arise between ordinances, laws, codes, regulations and specifications, the most stringent requirements will prevail in any case.

D. Stormwater Compliance:

The Contractor is responsible to follow all Best Management Practices (BMPs), Federal, State, and City of Wheat Ridge Storm Water regulations. Appropriate measures will be taken by the Contractor to prevent any discharge of soils and debris into the adjacent street, curb and gutter or Storm Water inlets. Erosion control may include straw wattles, silt fence, rock socks, and inlet protection. Erosion control will be placed in any area along the curb and gutter or park edge where erosion may move soils or debris into the storm sewer. Erosion control measures will be inspected by the City representative weekly and maintained by the Contractor, and stay in place until the entire project has been sodded and accepted by the City. Contractor is responsible to clean the site and adjacent streets/curb and gutter daily. For storm water questions contact the City of Wheat Ridge Stormwater Coordinator Bill LaRow at 303-205-2871.

E. Noise Ordinance:

Noise ordinance will allow work to be conducted between the hours of 7am and 5pm M-F. No work, startup/warming up of equipment before 7am or after 5pm. Saturday work could be allowed on a limited basis 8am-5pm with prior approval from the City.

SUBMITTALS

A. Material List:

1. A material list of all products and materials to be used in the project shall be submitted to the City prior to installation of irrigation system.
2. Owner reserves the right to reject any and all materials that have been brought on site and reserves the right to reject installed substitution if, in his opinion, it proves unsatisfactory. Contractor shall replace substitution at his own expense.

B. Operating/Maintenance Manuals and Training:

1. Contractor is to deliver to Owner's representatives the following before final acceptance of the irrigation system:
 - a. Index sheet of Contractor's address and phone number.
 - b. List of materials and manufacturer's representatives with addresses and telephone numbers.
 - c. Electronic operating and maintenance instructions (PDF) computer drawn only of all equipment with shutdown and start-up procedures for the irrigation system. No hand written procedures accepted.
 - d. Contractor to conduct training of City Staff on the operation of the irrigation system before final acceptance.
 - e. High quality, computer drawn only as-built drawings in electronic PDF and set of three 24" x 36" hard copies. All valves on the as-built will be marked with corresponding field valve numbers with arrows to valve location on final as-built plan. No hand drawings accepted.
 - f. The Contractor will provide a PDF/high quality computer produced numbered automatic valve/line schematic sealed in watertight plastic sheeting to fit inside the controller. No hand drawing accepted. The schematic will correspond with the infield automatic valve numbers. Schematic will show valve number, location of valve, area to be watered, for example: seed, planter bed or turf and heads on line. For example: Hunter I-20 rotors 360 degree or RainBird 1812 pop-ups Full circle. No hand written schematics accepted.
2. Before final acceptance of the irrigation system, Contractor shall supply owner with a high quality reproducible PDF as-built drawing. No hand drawings/ revisions accepted. Drawing shall include dimensioned locations of all equipment and piping as listed in the irrigation schedule on the plans. Drawing to include dimensioned changes in location of sprinkler heads, zoning changes, connection to existing water lines, and any other items as requested. As-built drawings are to be updated weekly throughout the length of the project and to be made available to the Consultant.
3. The owner shall not approve any pay requests if the As-built drawings are not current. If requested by Owner, irrigation designer shall review submitted As-built drawings and reject the drawings if they are not legible or correct.

C. Additional Equipment:

Equipment to be furnished as part of this contract to the Owner at the completion of the project before final acceptance of irrigation system:

1. Two (2) manual drain valve keys of appropriate length;
2. Two (2) gate valve or stop and waste valve keys of appropriate length;
3. Three (3) quick coupler keys and two (2) matching hose swivels;

4. Two (2) sets of special tools used for maintaining and adjusting each type of sprinkler head and valve supplied;
5. Two (2) keys for each automatic controller;
6. Two (2) sprinkler heads and nozzles for each type used.

PROTECTION OF PROPERTY AND SAFETY MEASURES

A. Property and Utilities:

1. All trees, shrubs, flowers, fences, buildings, walks, roadways, and other property shall be protected from damage. The Contractor will not encroach within any tree canopy with any trench unless approved by the Owner. Any damage to said property shall be repaired or replaced to the Owner's satisfaction at the Contractor's expense. Open trenches left exposed shall be flared and barricaded as per O.S.H.A. regulations by the Contractor. Contractor shall restore all areas to their original condition. Contractor shall be responsible to contact utility companies and the Owner's representative for staked locations of all utilities on the property. If staked utilities are damaged by the Contractor, the utilities shall be repaired at the Contractor's expense.
2. All cold weather or inclement weather protection will be the responsibility of the Contractor during the project. The Contractor will be responsible to protect all new and existing pipes, water taps, water meters, backflow devices, valves and heads during the construction process. The Contractor is also responsible to protect all new concrete and soils from freezing and provide/ install at their cost new back fill or topsoil. Any damage caused by weather or cold temperatures will be the responsibility of the Contractor to replace or repair at no cost to the City.
3. All trenching and other work within the canopy diameter of existing trees shall be approved by the City and be done by hand so as not to damage tree roots or limbs. All trenches shall be no less than six feet from the trunk of any tree.
4. Promptly notify City of unexpected sub-surface conditions.

B. Replacement of Paving and Curbs:

1. Damage caused by trenching or construction activities of any kind etc. including crossing existing and/or proposed roadways, paths, curbing, shall be kept to a minimum and all damaged areas shall be restored to their original condition at the Contractor's expense. This will include compaction of subgrade to ninety-five percent (95%) relative compaction. Restoration shall take the following course:
 - a. Match existing paving sections for asphalt paving. Thoroughly compact sub-base, base course, and bituminous course, matching grade of existing paving. No rough or rolled grades will be allowed.
 - b. Blacktop curbs - hot mix bituminous curb mix tamped and shaped to match adjoining curbs.
 - c. Concrete paving - concrete to match adjoining concrete work, with expansion joints.
 - d. Sidewalks - concrete to match adjoining concrete work.
 - e. Construction/equipment causing marking of any kind will be removed at no cost to the Owner by the Contractor. The Contractor will be asked to remove markings multiple times if necessary

by hand, pressure washer or any means required to remove construction marking. If marking cannot be removed the Contractor will replace the concrete or asphalt at no cost to the City.

- f. All asphalt and concrete repairs will be repaired to the City of Wheat Ridge Public Works standards and reviewed by Parks/ Public works staff before final acceptance.

MATERIAL HANDLING, STORAGE AND CLEAN UP

A. Material Handling and Storage:

Contractor shall be cautious in handling and installing pipe and materials from the premises leaving the area in a clean and acceptable condition. Surplus materials shall include unsuitable excavated materials, rock, trash, and debris. Any equipment or debris shall be removed at the expense of the contractor. Any material stored on site will be kept inside a temporary construction fence and will be the responsibility of the Contractor. The Contractor is responsible for all materials including vandalism and theft. No construction trash or debris will be allowed to be stockpiled on the ground overnight. The Contractor may bring on site a roll off container to fill with construction trash and debris.

FLUSHING, TESTING AND COVERAGE

A. Flushing:

1. All lines shall be thoroughly flushed to eliminate any foreign matter before sprinkler heads are installed.

B Testing:

1. Scheduled 48 hours ahead, In the presence of the City, the Contractor shall conduct a pressure test on the mainline pipe at a pressure of 100 PSI for a period of two (2) hours. Any leaks or breaks during the test shall be repaired and the mainline will be tested until accepted. All test equipment and pumps shall be supplied by the Contractor as part of the contract.
2. The Contractor is responsible for providing the proper amount of water on sod and plant material to establish and sustain optimum plant growth. The watering program is to be included on as-built drawings.

C. Coverage:

After the sprinkler heads have been installed, and before installation of sod, the Contractor shall conduct a coverage test in the presence of the City's designated representative to determine if irrigated areas are receiving the proper amount of water. As directed by the City, the Contractor shall make adjustments for proper coverage at no additional expense. This shall include changing of nozzle patterns and degrees of arc or moving pipe, heads, valves and wire run locations. Contractor shall perform, at no additional expense, the required work to correct any coverage problems due to deviations from irrigation plans or to problems caused by installing according to plans when it is obvious that the plans are inadequate, without bringing it first to the attention of the City. No water overspray is permitted on any structure, streets, sidewalks, ball fields or on court play surfaces.

Any areas which do not conform to the designed characteristics of the drawings and unauthorized changes or poor installation practices shall be repaired or replaced by the Contractor at his expense.

PRELIMINARY INSPECTION

- A. Preliminary inspection will occur after completion of entire irrigation system. Provide 48 hours' notice to City for inspection.
- B. Preliminary inspection will evaluate the performance, coverage, appearance and conformance of the system to that of the drawings. Contractor shall rework or replace items that do not meet Owner approval.
- C. City/Consultant will provide punch list of items to be corrected.
- D. Contractor will correct all punch list items at their expense.

FINAL INSPECTION

- A. Upon completion of punch list items, Contractor will give the City 48 hours' notice to set up final inspection. Final inspection will take place after all as-built drawings, controller charts and submittals have been provided to and accepted by the owner.
- B. If, after inspection, the City determines that all work conforms to the drawings a written notice of acceptance will be issued.
- C. Final acceptance will not be given until all punch list items and subsequent new items are corrected. Funds shall be withheld from the Contractor to pay for any subsequent inspection as deemed necessary by the Owner to ensure compliance with contract drawings, specifications and details.
- D. Consultant/Owner will determine that the irrigation system is completed to warrant a final inspection.

WINTERIZATION

- A. Contractor shall be responsible for draining/blow out and system startup of the irrigation system during the 2017-2018 irrigation season. The Contractor will give the Owner a three-day notification to make arrangements to have City staff present.
 - 1. Contractor shall use compressed air or an acceptable equivalent to drain system. Using procedures that are industry standards;
 - 2. Contractor shall adjust system (sprinkler heads, coverage, etc.) as part of the startup procedures.

WARRANTY

- A. It shall be the responsibility of the Contractor to insure the satisfactory operation of the entire irrigation system and the workmanship and restoration of the project area.
- B. The entire system, including materials and any replaced or repaired infrastructure/amenities and site conditions shall be guaranteed in writing to be complete, in original condition and remain operable in every detail by the Contractor for a period of one (1) year from date of substantial completion of project.
- C. Contractor agrees to make any adjustments, or repair any defects occurring within the one-year guarantee period within seven (7) calendar days from receipt of notice of malfunction by the Owner. If Contractor neglects to perform these duties within the specified time, the Owner may make such repairs at the Contractor's expense; provided however, that in the case of an emergency, wherein the judgment of the Owner, delay would cause

serious loss or damage. Repairs or replacement notification may be made by verbal communication and without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

D. Any settling of irrigation trenches/backfill material during the guarantee period shall be repaired at Contractor's expense. Contract documents shall govern irrigation replacement the same as new work. Replacements are to be made at no cost to the Owner. Any vandalism to the irrigation system prior to final acceptance shall be repaired and/or replaced at Contractor's expense.

E. All irrigation parts shall be purchased (new) in the year construction occurs, carrying the full manufacturer's or supplier's warranty. Parts found to be expired or not having full manufacturer's or supplier's warranty shall be replaced at no additional cost to the Owner.

F. The system warranty will include the Contractor conducting the first system blow out/winterization and the first system start up. Before the warranty winterization and start up the Contractor will contact the City representative and schedule the work so parks staff can be present and receive system winterization and start up training by the contractor.

PART 2: PRODUCTS

MATERIALS

A.P.V.C. Pipe:

1. This specification describes the properties and performance required for polyvinyl chloride pipe. Pipe shall be suitable for use at maximum hydrostatic working pressure of 200 PSI or 160 PSI as noted on plans. Pipe shall be made from clean, virgin, NSF approved, type 1, grade 1 P.V.C., conforming to ASTM in Resin specification D1784-60 and project standard D2241 for P.V.C. 1120 SDR 26 or SDR 21. P.V.C. Pipe is to be belled end and solvent weld. Solvent cement and primer shall be of the type prescribed by the manufacturer. No compression fittings accepted for any PVC connections.

2. Marking and Declaration of Compliance Marking shall show the size, series, identification, and manufacturer's trade name at intervals of not more than 20 feet. Pipe shall include the seal of approval of the National Sanitation Foundation spaced at intervals required by NSF regulations.

B. P.V.C. Fittings:

All pipe fittings to be schedule 40 P.V.C. (ASTM D2466 and D1784) unless specifically noted otherwise. Solvent cement to conform to ASTM D2564.

C. Brass Pipe and Fittings:

1. Brass pipe shall be 85% red brass, (ANSI) Schedule 40.
2. Fittings shall be medium brass, 125-pound class, screwed type.
3. Use a dielectric union wherever a copper based metal (copper, brass, bronze) is connected to an iron based metal (iron, galvanized and stainless steel).

D. Copper Pipe:

Copper pipe shall have the requirements of Type K, ASTM B88. Fittings shall be copper or cast bronze. Silver solder shall be used for joints. No lead solder allowed.

E. Sprinkler Heads:

Sprinkler heads shall be of the type and model as indicated on drawings, Hunter rotor heads and Rainbird 1800 series popup spray heads

F. Backflow Preventer:

Use existing backflow preventers. Add new 1" backflow preventer for restroom, as per plans.

G. Automatic Control Valves:

Automatic control valves shall be Rainbird brand, designed to operate with the specified controllers with size and model as listed on drawings. Control valve shall be normally closed type and shall have manual bleed nut and manual flow control.

H. Quick Couplers:

Quick coupler valves shall be Rainbird type, size and style as indicated on the drawings. Quick coupler valves shall be two piece with rubber locking cover.

I. Gate valves up to 3" shall be brass with non-rising stem and I.P.S threads. Gate valves shall be as shown on drawings.

J. Automatic Controller:

The automatic controller(s) shall be Rainbird ESP-LXD 2 Wire and located as shown on the plans. The automatic controller will have remote controlled with (2) remote hand held units provided. The Contractor will provide all wiring, electrical connections and two hand held remote control units with the system. The controller shall be of the type, size and model number as shown. Controller shall be equipped with primary line surge protector. Install valve output surge protection arrestors for control wiring and common. The Contractor will also provide all paperwork and manuals for all controllers and remote control systems/hand held remotes. Contractor will install appropriate battery backup on all controllers they install.

K. Control Valve Wiring:

Irrigation control wiring shall be Paige Maxi Wire (2) wire. Mainline wiring shall be taped every 20 feet.

L. Valve Boxes:

Valve boxes shall be of the type, size and style as indicated on the details. A Carson #910-12 box shall be used for control wire splices. Use one (1) valve box for each valve installed. Where multiple valve boxes occur, arrange in symmetric order and appearance. No valve box extensions will be accepted. On the underside of all control valve boxes shall be markings clearly indicating controller number and valve number.

M. Isolation Valves:

All mainline isolation valves will be located no deeper than 24 inches below the surface and be in large bow to allow for easy key/hand access and manipulation.

N. PVC Piping:

All PVC mainline, lateral and sleeve connections are to be glued with PVC glue and primer. No compression fitting of any kind will be accepted.

INSTALLATION

A. Trenching:

1. Trenching and installation of irrigation system shall not commence until final grading has been completed and approved by the Owner.
2. Trenches shall be cut to true line and grade, and shall be excavated so that the pipe shall drain uniformly toward the drain valves deemed necessary to properly drain the system. Minimum grade of piping to drain shall be 3"/100'. All debris and rocks shall be removed from trenches. For piping 3" and larger, trench width shall be sufficient for installation of pipe with a clearance of at least 4 inches horizontally on both sides of pipe within trench. All trenches are to be compacted and puddled to eliminate sinking.
3. Trees and shrub root systems will be protected during all trenching. No trenching will be performed under the drip line of any tree unless approved by the owner. Trenching in the general area of existing trees will be conducted in a manner that will minimize cross cutting of roots.
4. Installation Depth of PVC Piping:
 - a. Depth of mainline from top of pipe is 24"
 - b. Depth of lateral (rotor) from top of pipe is 18"
 - c. Depth of lateral (pop-up) from top of pipe is 12"
 - d. Depth of shrub (pop-up) from top of pipe is 18"
 - e. Depth of wiring – side of mainline with tape every 20 feet around wire bundle.

B. Plastic Pipe and Fittings:

1. All pipe and fittings shall be installed as per manufacturer's recommendations. No pipe shall be installed in temperatures of 40 degrees F or less. No pipe shall be installed on non-compacted fill dirt. Plastic pipe shall be snaked horizontally in trench and square cut with burrs removed from inside of pipe. Provide for thermal expansion and contraction. For threaded connections, use sealants that are recommended by the manufacturer for use with plastic.

Do not use oil based pipe joint compounds. Assemble threaded connections by tightening 1 to 1-1/2 turns beyond finger tight. Keep piping clear of dirt and pipe scale. Keep open ends of assembled piping capped. Teflon tape is to be used on all plastic threaded joints.

2. Solvent weld joints shall be made according to manufacturer's recommendations. Allow joints to set at least 24 hours before pressure is applied to the piping.

3. No compression fitting will be accepted.

C. Backfilling:

1. All backfilling shall be done with clean soil, free of any debris including rock and debris 3/4" in diameter or larger, and shall be mechanically tamped and puddled to prevent settling. Backfilling shall not be done with frozen soils. Excess debris encountered during backfill process or frozen backfill soils shall be removed and

replaced if needed at the Contractor's expense. Backfill shall be compacted to 95% standard proctor density (ASTM D698-78). Any backfill soil removed due to poor quality/unsuitability shall be replaced with new, approved soil at the contractor's expense. The top 6" of the trench will be filled and compacted with clean existing or imported topsoil at the Contractor's expense.

2. Any settling during the warranty period shall be repaired at the Contractor's expense, including any damage to other items affected by the settling.

3. All lateral lines shall be installed in trenches with a minimum of 6" clearance.

4. Do not install lateral lines within 2 feet of lines of other trades.

5. Mainline is to be bedded in pea gravel on all sides of the piping.

6. The Contractor will be responsible to haul off site all excess soils and debris at no cost to the City.

D. Installation of Piping under Paving:

1. Contractor to coordinate installation of sleeving with other applicable trades. All piping that is to be located under areas where asphalt or concrete paving is to be installed shall be at an 18" depth below top of road base. Piping is to be encased in sand 4" on all sides. Add backfill in 6" lifts and use mechanical tamping to reach 95% standard proctor density. Sleeves to extend a minimum of 6 inches beyond any concrete or asphalt and are to be taped shut around wire or sleeved piping.
2. Contractor is to match and install new paving and base with existing paving and base where cutting of paving is necessary for installation of piping. Contractor must obtain written approval from the Consultant/Owner for the process.
3. Installation of piping under existing walks is to be done with jacking or boring. Any cracking or breaking of the walk is to be repaired at Contractor's expense. Contractor shall repair or replace to its original condition any damage caused by settling of sleeving during the warranty period.

E. Sprinkler Heads:

All sprinkler heads located in turf areas shall be adjusted vertically to be flush with final finish grades. Install heads, as per details, with spacing according to plans. Install heads on double swing joint assemblies. Angle of nipples relative to lateral lines shall be no more than 45 degrees and no less than 15 degrees. Locate rotary sprinklers 6" (spray heads 3") away from walls, fences and paved areas. Under no circumstances shall the spacing exceed the maximum spacing recommended by the manufacturers. SAM heads installed as needed to prevent seepage due to elevation changes.

F. Gate Valves:

Installation of gate valves shall be as indicated on the details.

G. Automatic Control Valves:

Installation of automatic control valves shall be as indicated on the details. All control valves shall be installed as close as possible to the locations as shown on plans. Contractor to make sure that the top of the automatic valve clears the bottom of the valve box lid by a minimum of six inches. Each automatic control valve will include an isolation valve.

H. Quick Coupling Valves:

All quick coupling valves shall be installed as double swing joint assemblies of schedule 45 PVC. Angle of nipple relative to mainline shall be no more than 45 degrees and no less than 15 degrees. Install as per detail including anchoring quick coupler to additional support spike.

I. Automatic Controller:

1. Automatic controller(s) shall be installed as per manufacturer's recommendations and/or irrigation details. Each controller shall have its own separate ground wire and reduced, laminated as-built drawing installed in the door. Any new controller is to be connected to a copper ground rod either existing or installed by the Contractor. Controller charts shall be good quality computer drawn (no hand drawn) and color coded to show valve numbers and their respective zones. Charts are to be hermetically sealed between two layers of 20 mils. thick plastic sheets that are water tight. Controllers will be wall mounted in water tight, metal lockable cabinets mounted in indoor location. All will be approved by Owner during submittals and prior to final acceptance. Controller(s) will be installed in the restroom/garage wall mounted in a lockable water tight box(s).
2. All work performed as electrical installation shall conform to applicable codes. All high voltage electrical work shall be performed by a licensed electrician working under an electrical permit issued from the City of Wheat Ridge building Division provided by the Contractor as part of the contract. The Contractor shall be responsible for the electrical connection of the controller with the metered electrical line at the base of the controller as provided by the owner. Install one valve output surge protection arrestor on each control and common wire.
3. If needed, install/update a circuit breaker and electrical on/off switch and any wiring for each controller.

J. Control Wiring:

Installation of control wires shall be strung as close as possible to the mainline with such wires to be located on one side of mainline pipe. Wire to be taped every 20 foot. Wiring to be installed in separate trench if not along mainline. Wire to be Paige Maxi wire (2wire)

K. Drain Valves:

Manual drain valves shall be installed as per details. Contractor shall supply, locate and install drain valves so as to drain entire mainline. Install drain valves at high and low points on main not further than 350 feet apart. Provide a 2 cubic foot gravel sump with geotextile wrap at each valve. Brand in 1" min. letters 'DV' on valve boxes containing drain valves.

L. New Sod and Existing Turf:

All construction damage to existing turf will be corrected by the Contractor at no cost to the City. New sod used will be a City approved good quality athletic use rated bluegrass mix sod. Turf/sod restoration will include repair of all trenches, holes, thin spots, tire/machine marks, grade changes, divots and ruts caused by construction.

1. All trenches, holes/damage will be compacted and puddled to 95%. Trenching on ballfield infield will require the Contractor to coordinate with the City representative. The Contractor shall:
 - a. Remove any debris, rock or non-infield mix soil from the infield.
 - b. Fill the top six inches of any trench with City supplied infield mix.

- c. Compact and puddle all trenches on the infield to 95% compaction.
 - d. Final grade of trenches to match existing infield surface.
2. The top 6 inches of all trenches in turf and planting beds will have good clean existing or imported topsoil installed and prepped for sod.
 3. All areas to receive new sod will be hand raked to $\frac{3}{4}$ " size material and match grade.
 4. All valve boxes will be installed to grade and match existing sod grading.
 5. Before new turf is installed the irrigation system will have been coverage tested and 100% operational.
 6. All edges of existing turf where new sod is to be installed will be cut with a clean edge. Areas will be graded to allow for new sod to match existing grade after install.
 7. All new sod will be laid flat match existing grade and have all seams pulled tight.
 8. New sod will be installed within 8 hours of delivery to the site. No sod is to be left on pallets and installed the second day.
 9. Newly installed sod will be watered within 2 hours of being installed. The Contractor work with City staff and will set the controllers to run on a new sod schedule.
 10. All new turf will be rolled after the first watering and a second time cross direction if needed to achieve a flat and uniform new sod surface and even transitions between existing turf and new turf.
 - a. Design Pressures: As indicated on Drawings, at connection to main pipe and at last head in circuit. Contractor to verify existing pressure prior to starting work.
 - b. Location of Heads: Design location is approximate. Make minor adjustments as necessary to avoid plantings, existing trees and other obstructions.
 - c. Minimum Water Coverage:
 - a. Turf Areas: 100% minimum
 - b. Other planting Areas: 100% or as indicated.

M. New domestic water line to restroom.

The Contractor will install a new backflow preventer, stop and waste valve, guard shack backflow preventer cover and new copper line to the existing restroom. Contractor will connect 1" copper line into the existing copper line located on the north side of the restroom (underground).

1. Install a new 1" Febco 825YA backflow preventer, and stop and waste valve past the existing 35th Avenue water meter pit and before the existing irrigation backflow preventer. Provide size and install a new Guard Shack GS 3.3 expanded metal, lockable/removable cover in Forest Green color. The backflow preventer will be mounted on two unions 6 inches above the top of the concrete pad for winter removal. The Contractor will include two threaded PVC caps for winter protection of copper pipes coming up through concrete pad.
2. Connecting to the new 1" backflow device the contractor will install the new domestic copper water line using of type K copper. Fittings shall be copper or cast bronze. Silver solder shall be used for joints. No lead solder allowed. The new domestic water line will be in a separate 42" deep trench and bedded with

3/8" pea gravel. The connection will be made to the existing copper line at the north side of the restroom. Compact, puddle and repair the trench as specified.

3. The Contractor will pay and arrange for the backflow certification inspection and water tightness testing through Wheat Ridge Water. The Contractor will provide the backflow pass testing certificate to the City representative within 24 hours of the test being completed.

PROJECT SPECIFICS

Existing system issues are lack of pressure/volume and head to head rotor coverage in large turf areas. Automatic control valves do not include isolation valves. Section isolation valves are too deep and most are frozen in on position. Meter pits have 60-year old piping and valves that need replacing from the meter to the new back flow devices. Abandon all existing underground piping/wiring and remove all existing ground level heads, valve boxes, automatic control valves, wiring and quick couplers. Also remove existing controllers and wiring.

1. Use existing new back flow devices.
2. Use existing water meter pits. Use manhole covers. Remove and replace all piping and old shut off valves past the water meter to the backflow devices. New main shut off valve to be brass ball valve type.
3. Replace mainline, all wiring, heads, section isolation valves, and valve boxes.
4. Mainline isolation valves no deeper than 24 inches. All isolation valves in easy access valve boxes.
5. Replace controllers with new remote control capable controllers. Include two hand held remote control remotes. Include watertight locking cabinets.
6. System to include automatic rain shut off. Rain shut off to be installed in location that is vandal resistant and to be wireless.
7. All rotor heads to be Hunter brand. All valves to be Rainbird brand. Heads along play field surfaces to be rated for operation in dirt and sand.
8. East drinking fountain and piping are to be abandoned by Contractor.
9. All valve boxes are to be branded including but not limited to controller number, valve numbers, quick couplers, isolation valves and extra wiring.

Water Meter pit/backflow

1. Reuse existing 1-1/2" water meters.
2. Reuse existing 1-1/2" backflow devices.
3. Reuse existing meter pits/manhole covers.
4. Install new stop and waste valves past water meters to be accessible from above ground with manhole cover removed. Provide (2) keys.
5. Install new curb stops and stop and waste valves at each meter. Include hook up to pipe on street side of curb stop.
6. Install new piping from curb stop to backflow devices.
7. Add quick coupler valves for blow out at each meter location:

- Install new 1" backflow preventer for separate new restroom line past meter pits. Install stop and waste valves. Connect to existing restroom copper piping.
 - Install new restroom backflow device with concrete base to be mounted onto unions at ground level to allow for winter removal. Include caps for winter. Install in same area as the 35th Ave. backflow device. Provide, size and install (1) guard shack lockable painted green enclosure mounted to concrete base.
8. Wheat Ridge Water must be notified by the Contractor to inspect new water meter pits/piping and connections before system is turned on.
 9. The Contractor will pay for the new backflow device is to be inspected and certified by a licensed backflow inspector immediately after the system is pressurized and before the project is accepted by the City. Inspection paperwork is to be provided to the City immediately after the test is completed.

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

CONTRACTOR'S QUALIFICATION FORM

Your Bid Will Not Be Processed If Incomplete

SECTION I - IDENTIFICATION

1. Identification of Applicant Firm

A. _____
Exact Legal Name of Applicant Firm DUNS #

B. _____
Address City State Zip Code

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

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

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

Print or Type Name Position Telephone Number

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

G. Type of business organization: _____

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

Sole Proprietor Corporation
[Date and State of Incorporation _____]

Limited Partnership General Partnership
[Date and State of Partnership filing _____]

Limited Liability Company Limited Liability Partnership
[Date and State of filing _____]

Other (describe) _____

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

- | | |
|---|---|
| <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).

BID FORM
ITB-17-02
PANORAMA PARK IRRIGATION SYSTEM

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

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

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

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

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

Bidder agrees to abide by the following Federal requirements: Executive Order No. 11246 as amended, including specifically the provisions of the Equal Opportunity Clause, the Immigration Reform and Contract Act of 1986, the Americans with Disabilities Act of 1991 and United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, assuring that no person shall on the grounds of race, color, or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed, and to fully complete the project within August 1, 2017 – October 31, 2017.

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

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

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

BID FORM, CONTINUED
ITB-17-02
PANORAMA PARK IRRIGATION SYSTEM

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

Company Name _____ Date _____

Address _____

City _____ State _____ Zip Code _____ Phone Number _____

Fax Number _____ email address _____

FEIN/SSN (required) _____

Authorized Signature _____

Printed Name _____ Title _____

License No. _____ Type _____ Expiration Date _____

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

Printed Name _____

Signature _____ Title _____

ADDENDA

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

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

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____

COMPANY SUBMITTING THIS BID: _____

BID SCHEDULE
ITB-17-02
PANORAMA PARK IRRIGATION SYSTEM

Bidder agrees to perform all the work described in the Contract Documents for the following unit prices, as specified. Cost will include all materials, labor, fittings and equipment for installation in accordance with plans and specifications. Lump sum figures in the Bid Proposed for items entitled "Irrigation System" will be based on these unit costs. Unit prices will be used for adjustments in the case of additions or deletions of items from this contract.

ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENSION
1. Rainbird PEB Series 1" control valve	_____	EA	_____	_____
2. Rainbird PEB Series 1-1/2" control valve	_____	EA	_____	_____
3. Febco 825YA - 1" backflow assembly	_____	EA	_____	_____
4. Rainbird 5006 Series full circle rotor pop-up w/ 4.0 nozzle	_____	EA	_____	_____
5. Rainbird 5006 Series part circle rotor pop-up w/ 4.0 nozzle	_____	EA	_____	_____
6. Rainbird 3504 Series full circle rotor w/2.0 nozzle	_____	EA	_____	_____
7. Rainbird 3504 Series part circle rotor w/2.0 nozzle	_____	EA	_____	_____
8. Rainbird 1804-SAM-PRS -4" pop-up spray head	_____	EA	_____	_____
9. Rainbird ESP-LXD Controller - 2 wire	_____	EA	_____	_____
10. Rainbird 44-LRC quick coupling valve in value box	_____	EA	_____	_____

11.	Manual drain valve assembly as detailed	_____	EA	_____	_____
12.	3" iron body gate valve assembly as detailed	_____	EA	_____	_____
14.	3" class 200 BE PVC mainline	_____	LF	_____	_____
15.	2 1/2" class 200 BE PVC lateral line	_____	LF	_____	_____
16.	2" class 200 BE PVC lateral line	_____	LF	_____	_____
17.	1 1/2" class 200 BE PVC lateral line	_____	LF	_____	_____
18.	1 1/4" class 200 BE PVC lateral line	_____	LF	_____	_____
19.	1" Class 200 BE PVC lateral line	_____	LF	_____	_____
20.	Carson 10" round valve box with lid	_____	EA	_____	_____
21.	Carson 6" round economy valve box with lid	_____	EA	_____	_____
22.	Carson 12" jumbo valve box with lid	_____	EA	_____	_____
23.	Carson 6" valve box extension	_____	EA	_____	_____
24.	6" class 200 PVC Sleeving	_____	LF	_____	_____
25.	4" class 200 PVC Sleeving	_____	LF	_____	_____
26.	2" class 200 PVC Sleeving	_____	LF	_____	_____
27.	Paige Maxi wire (2 wire)	_____	LF	_____	_____
28.	Bluegrass Sod	_____	Sq. Ft.	_____	_____
29.	Erosion Protection/Straw Waddle	_____	LF	_____	_____
30.	Erosion Protection/ Silt Fence	_____	LF	_____	_____
31.	Erosion Protection/Inlet Protection	_____	EA	_____	_____

SUBTOTAL THIS PAGE

TOTAL AMOUNT OF BID \$ _____

WRITTEN OUT AMOUNT OF BID _____

In addition, as applicable:

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

Bidder shall detail all Warranties.
Bidder shall identify Value Engineering.

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

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq.
2. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.
3. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate the above referenced purchase order for breach and the Vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

CERTIFIED and AGREED to this _____ day of _____, 20__

BID NUMBER: _____

FIRM: _____
(Print Full Legal Name)

Authorized Signature: _____

Print Name: _____

Print Title: _____ Date: _____

Attestation: (A corporate attestation is required.)

BY: _____ Place corporate seal here, if applicable
Bidder must complete and SUBMIT this form with your bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

NON-COLLUSION AFFIDAVIT
ITB-17-02
PANORAMA PARK IRRIGATION SYSTEM

COMPANY SUBMITTING BID _____

STATE OF: _____

COUNTY OF: _____

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

NAME _____

TITLE _____

Subscribed and sworn to before me this ____ day of _____, 20__

NOTARY PUBLIC SIGNATURE

My Commission Expires:

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

BID BOND FORM

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

(name and address of Contractor)
as Principal, and

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

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

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

Signed this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Wheat Ridge a certain BID, attached hereto and hereby made a part hereof, to enter a contract in writing for the Project titled **ITB-17-02, PANORAMA PARK IRRIGATION SYSTEM**

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-17-02
PANORAMA PARK IRRIGATION SYSTEM
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-17-02, PANORAMA PARK IRRIGATION SYSTEM** 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 (\$ _____)**.
3. The Contractor agrees to commence and complete the Work required by the Contract Documents between August 1, 2017 and October 31, 2017. No exceptions.
4. The term "CONTRACT BID DOCUMENTS" means and includes the following:

A	Signature Page	K	Bid Bond
B	Advertisement for Bids	L	Agreement
C	Information for Bidders	M	Payment Bond
D	Contractor Qualification	N	Performance Bond
E	Bid Form	O	Notice to Proceed
F	Bid Schedule	P	Final Receipt
G	List of Subcontractors	Q	Project Special Provisions, if any
H	Non-Discrimination Assurance	R	General Provisions
I	Illegal Alien Certification	Q	Addenda
J	Non-Collusion Affidavit	S	Drawings/Exhibits
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions, such amounts as required by the Contract Documents.
6. Section 2-3 of the City's Code of Laws is presented below:
 - (a) **FISCAL YEAR.** Fiscal year for the City shall commence on January 1 and end on December 31.
 - (b) **BUDGET CONTAINS APPROPRIATIONS.** The City Council shall annually adopt a budget in a manner consistent with the provisions of Chapter X of the Home Rule Charter of the City of Wheat Ridge. Upon the annual adoption by City Council of each year's budget, levels of authorized expenditures from the funds indicated within the annual budget itself and/or the adopting resolution shall constitute the appropriation of the amounts specified therein for the purposes specified therein. During the course of each fiscal year, approval by the City Council of contracts for goods or services, and/or approval of bids for the provision of specified goods or services, shall likewise constitute appropriations of the amounts specified therein for the purposes specified therein.
 - (c) **NO CONTRACT TO EXCEED APPROPRIATION.** During each and any fiscal year, no contract entered into by or on behalf of the City shall expend or contract to expend any money, or incur any liability, nor shall any contract be entered into nor any bid be awarded by on behalf of the City which, by its terms, involves the expenditure of money for any of the purposes for which provision is

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

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

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

- (e) **NOTICE TO PARTIES CONTRACTING WITH THE CITY.** All persons contracting with, or selling goods or services to, the City are hereby placed on notice of the provisions of this Section. The provisions of this Section shall become a part of the Merit System Personnel Rules and Regulations of the City of Wheat Ridge; shall be referred to specifically in all public works bid documents and contracts; and shall be incorporated into, or specifically noted within, all other contracts entered into by or on behalf of the City wherein City funds are used to pay for said contract.
- (f) The City may, by contract, require the contractor awarded a public works contract to waive, release or extinguish it rights to recover costs or damages, or obtain an equitable adjustment, for delays in performing such contract, if such delay is caused, in whole or part, by acts or omissions of the City or its agents, if the contract provides that an extension of time for completion of the work is the Contractor's remedy for such delay. Such a clause is valid and enforceable, any provision of State Law to the contrary notwithstanding.
- (g) The City Council, by this ordinance, declares its local contracting powers to be a matter of purely local concern, and further specifically intends to supersede, pursuant to its powers under Article XX of the Colorado Constitution, the provisions of Sections 24-91-101 and 103.5, C.R.S., insofar as they conflict with the provisions of this Section of the Code of Laws of the City of Wheat Ridge, Colorado.

7. NOTICES

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

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

- 8. The Contractor agrees to abide by the requirements under EXECUTIVE ORDER NO. 11246 as amended, including specifically the provisions governed by the Equal Opportunity Commission and also to abide by the requirements of the IMMIGRATION REFORM AND CONTRACT ACT OF 1986 and the requirements of the AMERICANS WITH DISABILITIES Act of 1991; and the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 requirements under the Civil Rights Act of 1964, assuring that no person shall on the grounds of race, color, or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project.

9. In accordance with CRS Title 24, Article 91, Section 103.6, Paragraph 2, Subparagraph a, the City of Wheat Ridge hereby states that funds have been appropriated for this Project in an amount equal to or in excess of the Original Contract Amount.
10. **Illegal Aliens – Public Contracts for Services.** CRS 8-17.5-101 and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended:
The Contactor certifies that he/she shall comply with the provisions of CRS 8-17.5-101 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.
11. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

ATTEST:

JANELLE SHAVER, CITY CLERK

DATE

(Seal)

APPROVED AS TO FORM:

GERALD DAHL, CITY ATTORNEY

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 _____ 2017, a copy of which is hereto attached and made a part hereof for the Project titled, **ITB-17-02, PANORAMA PARK IRRIGATION SYSTEM.**

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

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

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

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

_____ day of _____, 2017.

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-17-02, PANORAMA PARK IRRIGATION SYSTEM.**

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

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

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

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

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

the _____ day of _____, 2017.

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-17-02, PANORAMA PARK IRRIGATION SYSTEM**

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

2016, on or before _____, 2017, and you are to complete the work within **# OF WORKING DAYS**

WORKING DAYS. The date of completion of all work is _____, 2017

Dated this ____ day of _____ 2017.

By:
Title:

RECEIPT OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

_____ on this _____ of _____, 2017.

Printed Name _____

Signature _____

Title _____

FINAL RECEIPT

DATE: _____

TO: _____
(Contractor)

(Address)

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

RE: **ITB-17-02, PANORAMA PARK IRRIGATION SYSTEM**

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.

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

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

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

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

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

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

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

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

2. MATERIALS, SERVICES, AND FACILITIES:

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

3. CONTRACTOR'S TITLE TO MATERIALS:

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

4. OBSERVATION AND TESTING:

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

5. WEATHER CONDITIONS:

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

6. EMERGENCY - PROTECTION OF LIFE AND PROPERTY:

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

7. REPORTS, RECORDS, AND DATA:

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

8. SUPERINTENDENCE BY CONTRACTOR:

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

9. CHANGES IN THE WORK:

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

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

10. COMPLETION TIME; INCENTIVE PAYMENTS; LIQUIDATED DAMAGES:

Work shall occur and be completed between August 1, 2017 and October 31, 2017.

Incentive payments are not available for this project.

Liquidated damages shall not apply.

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 shutdown of all operations. It is understood that utilities are not owned, operated or controlled or subject to control by the City of Wheat Ridge. Relocations of facilities owned by said utilities are not a matter over which the City has control. The Contractor shall adjust his schedule in anticipation of such delays so that work in other areas may be completed away from the area of utility conflict.

The locations of all utilities shown on the Project plans should be considered approximate. It is therefore the responsibility of the Contractor to notify the appropriate utility and obtain more precise locations. No compensation

will be made to the Contractor for any damage, delay or additional cost incurred as a result of failure to obtain utility locations.

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

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

14. CLAIMS FOR EXTRA COSTS:

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

15. RIGHT OF CITY TO TERMINATE CONTRACT:

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

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

16. CONSTRUCTION SCHEDULE:

Before any work is begun, the Contractor shall provide to the City a written schedule detailing the order and manner of doing the work. Before the first partial payment is made, the Contractor shall deliver to the City an estimated construction progress schedule in form satisfactory to the City, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract. The Contractor shall provide an updated schedule every two weeks.

17. PAYMENTS TO THE CONTRACTOR:

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

18. CERTIFICATE OF COMPLETION:

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

19. FINAL PAYMENT:

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

20. PAYMENT WITHHELD:

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

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

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

21. FINAL PAYMENT TO TERMINATE LIABILITY OF CITY:

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

there be, of the amounts kept or retained as provided in Article 17, 19 and 20 of these . Said acceptance shall also operate as a general release of the City by the Contractor.

22. EFFECT OF CERTIFICATION AND PAYMENT:

Neither the certification nor payment made to the Contractor, not partial or entire use or occupancy of the work by the City shall be an acceptance of any work or materials not in accordance with the Contract. The making and acceptance of the final payment shall constitute a bar of all claims by the Contractor, except those previously made in writing and still unsettled.

23. GENERAL WARRANTY:

The Contractor shall guarantee the work against defective materials or workmanship for a period of 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 a Commercial General Liability insurance policy to protect the Contractor and the City from any and all claims of bodily injury and property damage, including death, which may arise from the Contractor's operations and completed operations under this Contract, including the work of its subcontractors. The liability policy shall be the primary and non-contributory insurance for such claims and shall not contain any "excess" or "other insurance" clauses which limit its primary coverage. 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. The Contractor shall carry and also require all of its subcontractors to carry Commercial General Liability and Automobile Liability insurance in accordance with the following stipulated limits:

For Liability: \$1,000,000 per Occurrence/\$2,000,000 Aggregate Bodily Injury & Property Damage Combined Single Limit

For Automobile: \$1,000,000 Bodily Injury & Property Damage Combined Single Limit each Accident

Builder's Risk

Insurance: The Contractor shall insure 100% of the replacement value of the work and materials installed and delivered, plus the replacement value of the work or materials furnished or delivered but not yet paid for by the City, for the life of the contract on an All-Risk basis, subject to the normal exclusions, terms and conditions of the standard Builder's Risk insurance policy with an insurance company or companies acceptable to the City.

The Contractor shall be responsible for all damage to the work under construction until acceptance of and release of responsibility for the work to the City.

Workers' Compensation Insurance: The Contractor shall provide Workers' Compensation and Employer's Liability insurance in conformance with all Colorado statutory limits for all persons employed by the Contractor on the work to be performed under this contract, and shall require all of its subcontractors to provide the same.

Certificates of Insurance: Certificates of Insurance shall be attached to the executed contract documents and shall become part of the contract as information documents only. The certificates shall provide that the insurance shall not be cancelled or terminated prior to completion of the work and that forty-five (45) days' notice shall be given the City prior to cancellation of policies.

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 of the Contractor in the execution and completion of the project specified herein, and this indemnification shall extend to and include Bodily Injury, Property Damage or

Personal Injury, including compensatory, economic, punitive or special damages suffer by any person or entity in connection with the project. Contractor agrees to defend the City hereunder and indemnify the City, to include all court costs and attorney's fees incurred in any defense required to be undertaken by the City as a result of the actions of the Contractor on the project. The City of Wheat Ridge, its officers and employees shall be added to the Contractor's Commercial General Liability policy as Additional Insured as its interests may appear.

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, if any
 - 4. 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 falling materials.

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

32. WAGE RATES:

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

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

33. EMPLOYMENT OF LABOR:

The Contractor and each of his Subcontractors shall hire qualified workers for the project who are citizens of the United States or legal resident aliens with first preference being given, insofar as practicable, to those having served in the armed forces of the United States and having been honorably discharged or released from active duty therein.

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

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

34. SANITARY PRECAUTIONS:

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

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

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

35. SALES AND USE TAXES:

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

36. BUSINESS LICENSE:

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

Control of work

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