



**REQUEST FOR BIDS  
BID NUMBER: RFB-18-16**

**BID DUE DATE: TUESDAY, JUNE 19, 2018 BY 1:00 PM OUR CLOCK**

**ACTIVITIES GUIDE AND SCHEDULES**

**SEALED BIDS MUST BE MAILED OR DELIVERED TO:**

City of Wheat Ridge Municipal Building  
Attention: Kirby Hollums  
Purchasing & Contracting Division  
7500 W 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033

**IMPORTANT: PLEASE READ ENTIRE DOCUMENT**

FEIN/SSN (Required) \_\_\_\_\_ F.O.B.: DESTINATION  
Federal I.D. Number

TERMS: NET 30

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

CLEARLY TYPE/PRINT NAME \_\_\_\_\_

AUTHORIZED SIGNATURE OF PERSON ABOVE \_\_\_\_\_

TITLE \_\_\_\_\_ EMAIL \_\_\_\_\_

ACKNOWLEDGE ADDENDUM (How Many) \_\_\_\_\_  
Bidder is responsible for confirming receipt of all addenda

DO YOU ACCEPT VISA FOR PAYMENT WITHOUT ADDITIONAL FEES? \_\_\_\_\_

IF NO, WHAT FEE IS CHARGED PER CARD PAYMENT? \_\_\_\_\_

**DO NOT CONTACT THE DEPARTMENT REQUESTING THIS SERVICE.**

No oral, facsimile or telephone bids or modifications will be accepted as a sealed bid. Signature acknowledges that Bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions and specifications without collusion with any individual or firm. **Do not submit more than one bid from your firm or both bids will be disqualified.** Bid must be signed.

**POINT OF CONTACT:** Kirby Hollums, Buyer II, [khollums@ci.wheatridge.co.us](mailto:khollums@ci.wheatridge.co.us), or 303-235-2885.

**SIGNATURE PAGE - SUBMIT THIS PAGE WITH YOUR BID**

**ADVERTISEMENT FOR BIDS  
RFB-18-16  
ACTIVITIES GUIDE AND SCHEDULES**

**Bid Due Date: TUESDAY, JUNE 19, 2018 BY 1:00 PM OUR CLOCK**

**Project Description:** The City of Wheat Ridge Recreation Department is seeking printing and delivery services on a quarterly basis for the Activities Guide brochure. The initial order will be for 15,000 copies per quarter. Visit the City website for all bid opportunities and documents: [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us)

**Deadline for Questions: June 7, 2018, 3:00 PM.** Email questions to [khollums@ci.wheatridge.co.us](mailto:khollums@ci.wheatridge.co.us).

**Submit Bid To:** City of Wheat Ridge Municipal Building  
Attn: Kirby Hollums  
Purchasing & Contracting Division  
7500 W 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033

**Submit in a Sealed Envelope, Marked: RFB-18-16 ACTIVITIES GUIDE AND SCHEDULES**

**Comments:** Submit two (2) complete copies. Late receipt of bids will not be considered.

All bids shall be validated. No bids will be accepted after the bid due date and 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:** For bid opportunities, documents, addendum, and project updates visit RMEPS (Bidnet) at [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com) or call 1-800-835-4603, or the City website [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us) or the City of Wheat Ridge Municipal Building, Purchasing Division, 7500 W 29<sup>th</sup> Avenue, Wheat Ridge, CO.

**Point of Contact:** Kirby Hollums, Buyer II, [khollums@ci.wheatridge.co.us](mailto:khollums@ci.wheatridge.co.us), or phone 303-235-2885. Do not contact the requesting department.

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Kirby Hollums

**Publish Dates:**  
RMEPS/City website     June 1, 2018

**CITY OF WHEAT RIDGE  
RFB-18-16  
ACTIVITIES GUIDE AND SCHEDULES**

**Objective:** The purpose of this Request for Bids (RFB) is to contract with a qualified professional printing service for product production and delivery as specified in Attachment A, Technical Specifications. Bid per the specifications. FOB destination (freight included). All applicable State of Colorado and Federal laws, City and County ordinances, licenses, permits and regulations shall apply to this award throughout the duration of the agreement. Upon award, orders will be placed on a quarterly basis.

**POINT OF CONTACT:** Kirby Hollums, Buyer II, [khollums@ci.wheatridge.co.us](mailto:khollums@ci.wheatridge.co.us), or phone 303-235-2885 on all questions and inquiries. Do not contact the user department.

**TERMS AND CONDITIONS**

**Term:** The initial period of the annual agreement is for a period of one (1) year with the option to renew for up to four (4) additional one-year periods at the sole discretion of the City.

**Delivery Address:** Wheat Ridge Recreation Center, 4005 Kipling Street, Wheat Ridge, CO 80033.

**Payment:** Payments will be made within thirty (30) days of receipt of approved delivery and invoice. Financial obligations of the City, payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

**Renewal:** Bid prices may not be increased within the first year of the agreement. The City has the option to renew the agreement at its discretion for up to four (4) additional optional one-year periods. Any requests for price increases for the optional years must be submitted to Purchasing at least 60 days in advance of the renewal date. Requests for price increases must be accompanied by written documentation of price increase from the manufacturer or the vendor's suppliers or service providers. The City reserves the right to accept the requested price escalation, to negotiate price increases which are lower than those requested, or to re-bid the items at no penalty.

In the event of a manufacturer's or supplier's price decrease during the year, vendor must notify the City at the time of renewal and extend to the City the benefit of the lower price during the subsequent year of the renewal.

**Modification or Changes:** All modifications must be in writing and signed by both parties.

**Assignment/Subcontract:** No portion of this Bid may be assigned or subcontracted without the prior written approval of the City.

**Evaluation and Award:** Award will be to the lowest most responsive and responsible bidder(s) whose bid meets the requirements and the criteria of the bid, and the ability and willingness of the bidder to provide quality goods and service, and to comply with the purchase order terms and conditions (available on our website). Award will be based on an item by item bid amount on the Bid Price Sheet. Do not qualify your bid nor alter the bid format. The following is a partial list of the criteria that may be used in the award:

- Superior quality and adherence to specifications
- Adequate maintenance and service
- Delivery and/or completion time
- Guarantees and Warranties
- Firm reputation and financial status
- Past experience and cost with same or similar equipment or service
- Anticipated future cost

**Bid Results:** Results are posted on the City of Wheat Ridge website at [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us). Access the site for bid results. If award is not yet posted, it is still under evaluation.

**Funding:** There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City's Code of Laws, a provision which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The Contractor is specifically advised of this Section 2-4 of the Code of Laws. This Contract is specifically subject to the provisions of said

Code Section. Funding of this contract for any time period after January 1, of the year succeeding the date of entry of this contract is expressly contingent upon appropriations being made by the City Council of the City of Wheat Ridge, Colorado. No promise, expressed or implied, is made that such funding will be approved by the City Council, acting in its legislative discretion.

**Low Tie Bids:** Tie bids shall be decided in accordance with the provision of C.R.S., Section 24-113-203.5, as it currently exists or is hereafter amended, which give a preference to resident bidders. Any bidder who wishes to be considered a “resident bidder” for purposes of the tie bid procedure provided in C.R.S., Section 24-113-203.5 shall include with their bid proof that he/she meets the definition of resident bidder as set forth in either C.R.S., Section 24-113-111 (6)(a) or C.R.S., Section 24-113-111 (6) (b).

**Vendor Offset:** No award will be issued to any person, firm or corporation that is in arrears to the City, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the City or that is deemed irresponsible or unreliable by the City. If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular good/service bid upon and that they have the necessary financial resources to provide the proposed good or service as described in the specifications.

**Termination for Cause:** If the successful Bidder shall fail to fulfill in a timely and proper manner its obligations, 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.

**Cancellation/Remedies:** The City reserves the right to cancel any order resulting from this RFB 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.

**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 Consultant agrees to indemnify and to hold the City and its agents 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 as a result of the negligent performance or failure of the Consultant to provide services pursuant to the terms of this Agreement.

## **INSTRUCTIONS TO BIDDERS**

### **Mandatory Minimum Requirements:**

1. Prior to doing business in the City of Wheat Ridge, the awarded firm must have a valid City Business / Use Tax license.
2. Signature page must be completed, signed, and submitted.
3. Certificate of Illegal Alien must be completed, signed, and submitted.
4. Attachment A must be completed and returned as your Bid. Pricing shall be firm throughout the effective period. Bid must remain valid for sixty (60) calendar days after bid opening date. Bids shall not be withdrawn after bid due date.

5. Two Bids, one marked "Original" and one marked "Copy", must be received by the City of Wheat Ridge, 7500 W. 29th Ave, Wheat Ridge, CO 80033, Attention: Kirby Hollums, Buyer II, by 1:00 PM local time on June 19, 2018.
6. Bids must be sealed and marked with bid number **RFB-18-16**, the bid due date and time on the outside envelope. No fax or e-mail bids will be accepted.
7. Bidders must provide at least three (3) references of work similar in nature and size. Include contact name, telephone number, and detail of the service provided.
8. Bidders must provide samples of the paper they will be using, and at least one (1) sample of a similar product that the bidder has produced.
9. Bidders must provide a statement assuring your ability and intent to provide a certificate of insurance for general liability, workers compensation, and automobile insurance in limits prescribed by City and State requirements, as per attachment. Proof of insurance will be required at time of award.
10. **PRODUCTION REQUIREMENTS:** The entire process, from receipt of the Print Ready PDF to the mailing of the finished product must be completed within 7 to 10 business days. A hard-copy proof must be delivered to the Recreation Center within two (2) business days after receipt of the Print Ready PDF.

### **ADDITIONAL INFORMATION AND REQUIREMENTS**

With this Bid, the Recreation Department is altering the frequency and process by which the brochures are distributed. As such, the actual quantity of brochures that will be ordered each quarter is unknown. The first order on this contract will be for Fall 2018 brochures, and a total of 15,000 brochures will be ordered. It is anticipated that the following 3 to 4 quarterly orders will be less than 15,000. As the new process for the brochure distribution becomes better known throughout the community, it is anticipated that the quantity of brochures ordered each quarter will gradually increase.

The schedule for the submission of the first four Print Ready PDFs is as follows:

- Fall 2018 Brochure: July 25<sup>th</sup>
- Winter 2018 Brochure: October 24<sup>th</sup>
- Spring 2019 Brochure: January 23<sup>rd</sup>
- Summer 2019 Brochure: April 24<sup>th</sup>

**Please be advised of the following:**

1. Bids will only be accepted on the forms provided. Do not re-type forms. Provide all requested information and authorized signature in ink.
2. Do not submit an alternate or optional bid, unless requested. If a vendor submits more than one (1) bid, the bids will be deemed non-responsive and disqualified. This includes multiple prices for a single item.
3. All changes or modifications (adds, deletes, additional information, etc.) shall be distributed through written addendum and provided to all bidders. Verbal responses will not be considered.
4. A bid with missing or inconsistent information may be considered non-responsive and may not be evaluated. Do not qualify your bid nor alter the bid format.
5. The bid price shall be exclusive of any Federal, State or City taxes. Federal Tax exempt #84-0595832; State #98-03515; City #70000. Tax exemption certificates will be issued upon request.
6. All bids must be F.O.B. destination, freight prepaid, unless otherwise directed.
7. Bids will be accepted in the Purchasing Division only. Time and date validation will occur. All bids received after the deadline are considered non-responsive and disqualified.

8. Check the City of Wheat Ridge website, [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us), or call the Purchasing Office at 303-235-2885 to confirm the number of Addenda issued.

9. **ANTICIPATED SCHEDULE OF EVENTS**

Advertisement	June 1, 2018
Deadline for Questions	June 7, 2018 by 3:00 PM, our clock
Final Addendum (if needed)	June 12, 2018
BID Due Date	June 19, 2018 by 1:00 PM, our clock
Start of Work	July 25, 2018

**DO NOT SUBMIT ABOVE TEXT PAGES**

**ATTACHMENT A**  
**RFB-18-16**  
**MINIMUM SPECIFICATIONS AND PRICE LIST**  
**ACTIVITIES GUIDE AND SCHEDULES**

**BID PER THE SPECIFICATIONS. PRICE SHALL INCLUDE ALL MATERIALS, LABOR, PRODUCT, MAILING AND INSIDE DELIVERY. FOB DESTINATION. VENDOR MUST DELIVER TO MEET DEADLINES FOR ALL ISSUES. APPROXIMATELY 10,000 TO 15,000 COPIES PER QUARTER. DO NOT INCLUDE MAILING COSTS FOR ADDITIONAL COPIES. SAME STOCK FOR THE INSIDE AND COVER. SAMPLE OF PREVIOUS ISSUE IS AVAILABLE IN THE PURCHASING OFFICE.**

- PRODUCT:** Four (4) quarterly 40-56 page brochures with self-cover will be printed each year. Bleeds will be on all pages of each brochure.
- Finished Size:** 8 ½ x 11
- Trim Size:** 8.3750 x 10.8750
- Stock:** 35" 50# #3 Offset, or approved equal.
- Quantity:** 10,000 to 15,000 brochures each publication. At the discretion of the City additional copies may be requested.
- Ink:** 4 color process
- Prepress:** Print Ready PDF Files
- Proof:** Digital Press.
- Bindery:** Saddle stitched
- Packaging:** Bundled and tied in set of 50, postal regulations
- Delivery:** Delivery will be through a mailing list, thus the quantity mailed will vary from quarter to quarter. The remaining quantities will be delivered to the Wheat Ridge Recreation Center, 4005 Kipling, and placed on shelving in the store room. It will be the responsibility of the awarded vendor to adhere to all USPS regulations.
- Required:** The entire process, from receipt of the Print Ready PDF to the mailing of the finished product must be completed within 7 to 10 business days. A hard-copy proof must be delivered to the Recreation Center within two (2) business days after receipt of the Print Ready PDF.
- Required:** Bidders must provide samples of the paper they will be using, and at least one (1) sample of a similar product that the bidder has produced.
- Other:** Bidder must provide high standards of professionalism and customer service (provide honest and accurate information, answer questions in a timely manner, pick up and deliver materials, and serve as a single point of contact or give advance notice of secondary contact which is acceptable to client). The City reserves the right to cancel the agreement at any time due to performance, customer service or quality.

**PRICING**

<b><u>No.</u></b>	<b><u>QUANTITY</u></b>	<b><u>SPECIFICATIONS</u></b>	<b><u>TOTAL COST</u></b>
1	10,000	40 PAGE SELF-COVER	\$ _____
	10,000	48 PAGE SELF-COVER	\$ _____
	10,000	56 PAGE SELF-COVER	\$ _____
2	12,500	40 PAGE SELF-COVER	\$ _____
	12,500	48 PAGE SELF-COVER	\$ _____
	12,500	56 PAGE SELF-COVER	\$ _____
3	15,000	40 PAGE SELF-COVER	\$ _____
	15,000	48 PAGE SELF-COVER	\$ _____
	15,000	56 PAGE SELF-COVER	\$ _____
4	COST FOR EACH ADDITIONAL 1000:		\$ _____
5	COST/PAGE TO EDIT AFTER DELIVERY OF THE PROOF		\$ _____

**PREPARATION TIME FROM RECEIPT OF INITIAL COPY TO FINAL PROOF: \_\_\_\_\_ WORKING DAYS**

**PREPARATION TIME FROM APPROVED FINAL PROOF TO DELIVERY: \_\_\_\_\_ WORKING DAYS**

**FIRM SUBMITTING THIS BID: \_\_\_\_\_**

**NAME AND TITLE OF REPRESENTATIVE: \_\_\_\_\_**

**REPRESENTATIVE'S SIGNATURE: \_\_\_\_\_**

**MUST SUBMIT "ATTACHMENT A" PRICING WITH BID**



**CITY OF WHEAT RIDGE, CO**  
**CERTIFICATION STATEMENT FOR**  
**ILLEGAL ALIENS, COMPLIANCE TO HB 1343**

**THIS FORM MUST BE SUBMITTED WITH YOUR BID**

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

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

CERTIFIED and AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BID NUMBER: \_\_\_\_\_

FIRM: \_\_\_\_\_  
(Print Full Legal Name)

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_ Date: \_\_\_\_\_

Attestation: (A corporate attestation is required.)

BY: \_\_\_\_\_  
Corporate Secretary or Equivalent

Place corporate seal here, if applicable

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

## CITY OF WHEAT RIDGE

### INSURANCE REQUIREMENTS

INSURANCE: The successful bidder will be required to submit certificate(s) showing the following minimum insurance coverages:

1. Standard Worker's Compensation and Employer Liability.
  - a) As required by State Statute including occupational diseases, covering all employees at work site.
2. General Liability - PL & PD (minimum).
  - a) Combined single limit - \$600,000 written on an occurrence basis.
  - b) Any aggregate limit will not be less than \$1 million.
  - c) Contractor must purchase additional insurance if claims reduce the annual aggregate below \$600,000.
  - d) City Of Wheat Ridge to be named as additional insured on each comprehensive general liability policy.
  - e) Certificate of Insurance to be provided to the City within ten (10) working days after receipt of award.
  - f) Insurance shall include provisions preventing cancellation without 60 days prior notice by certified mail to the City.
3. Automobile Liability (minimum).
  - a) Contractor to carry a minimum of \$600,000 combined single limit auto insurance.
4. Additional coverages may be required in specific solicitations.

**SUBMIT A BID ONLY IF YOU ARE PREPARED TO COMPLETE THIS REQUIREMENT.**



**RFB-18-16  
SERVICES AGREEMENT**

**SAMPLE**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ **2018**, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the “City” or “Owner” and \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as the “Contractor”.

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

**ARTICLE 1 – SERVICES**

The Contractor has demonstrated their ability to perform services and provide products. Contractor shall provide at a minimum all of the specific services required per **RFB-18-12** \_\_\_\_\_, and the vendor’s bid (Exhibit I) attached hereto and incorporated herein by reference.

**ARTICLE 2 – TERM**

This Agreement shall commence after receipt of a fully executed copy of this Agreement to the extent that the Contractor has been authorized to proceed by the City. The term shall be for one year with the option to renew for up to four additional one-year periods.

**ARTICLE 3 – PAYMENT AND FEE SCHEDULE**

It is understood and agreed by and between the parties hereto, that the City shall pay the Contractor for services provided and the Contractor shall accept a Not to Exceed amount of \_\_\_\_\_, \$ \_\_\_\_\_ as full payment for such services.

- A. Invoices by Task  
Invoices will be submitted by the Contractor monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. The processing of payment will be expedited by the Treasurer’s Office through proper accounting procedures. Payment will be made to the Contractor within thirty (30) days of the receipt of the approved invoices for services rendered.
- B. Funding  
There is in effect within the City of Wheat Ridge, Colorado, a provision of the City’s Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The Consultant is specifically advised of the provisions of this portion of the Code of Laws of the City of Wheat Ridge, which was enacted pursuant to Ordinance 787, Series of 1989, and expressly incorporated herein. This contract is specifically subject to the provisions of said Ordinance and adopted Code Section.

**ARTICLE 4 – INDEPENDENT CONTRACTOR**

In performing the work under this Agreement, the Contractor acts as an independent Contractor and is solely responsible for necessary and adequate worker’s compensation insurance, person injury and property damage insurance, as well as errors and omissions insurance. The Contractor, as an independent Contractor, is obligated to pay federal and state income tax on monies earned. The personnel employed by the Contractor are not and shall not become employees, agents or servants of the City because of the performance of any work by this agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the

award or making of this Agreement. For breach or violation of this warranty, the City will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE 5 – INSURANCE**

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

INSURANCE	MINIMUM LIMIT
Worker’s Compensation, Coverage A	Statutory, including occupational disease coverage for all employees at work site.
Employer Liability, Coverage B	\$500,000 per person \$500,000 per accident \$500,000 each disease

Commercial General Liability  
(including Premises-Operations; Independent Contractor’s Protective; Broad Form Property Damage and Contractual Liability):

Bodily Injury	\$1 million per occurrence \$2 million aggregate
Property Damage	\$1 million per occurrence \$2 million aggregate

An endorsement covering any explosion, collapse and underground exposures, “XCU”, in the Commercial General Liability policy is also required.

Comprehensive Automotive Liability  
(Owned, hired and non-owned vehicles)

Bodily Injury	\$2 million per occurrence
Property Damage	\$2 million per occurrence

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

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

**ARTICLE 6 – INDEMNIFICATION**

The Contractor agrees to indemnify and to hold the City and its agents 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 as a result of the negligent performance or failure of the Contractor to provide services pursuant to the terms of this Agreement.

**ARTICLE 7 – CHANGE ORDERS OR EXTENSIONS**

The City may, from time to time, require changes in the scope of services of the Contractor to be performed herein. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, must be mutually agreed upon in writing by the City and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the Request for Bids, or if no provision exists, pursuant to the terms of the Change Order.

**ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their age, race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

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

**ARTICLE 9 – CHARTER, LAWS AND ORDINANCES**

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

**ARTICLE 10 – LAW AND VENUE**

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

**ARTICLE 11 – TERMINATION**

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

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

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

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

**ARTICLE 12 – NOTICES**

<b>City Contact:</b>	<b>Contractor Contact:</b>
City contact name	Vendor contact name
Title, Department	Vendor
Address	Address
Wheat Ridge, CO 80033	City, State, Zip
Email address	Vendor email address
Phone:	Phone:
Fax:	Fax:

**ARTICLE 13 – ASSIGNMENT AND SUB-CONTRACTORS**

The duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The sub-contractors permitted by the City shall be subject to the requirements of this Agreement, and the Contractor is responsible for all subcontracting arrangements and

the delivery of services as set forth in this Agreement. The Contractor shall be responsible for the performance of any sub-contractor.

#### **ARTICLE 14 – SEVERABILITY**

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

#### **ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS**

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

#### **ARTICLE 16 – PROHIBITION ON EMPLOYING OR CONTRACTING WITH ILLEGAL ALIENS**

- A. The Contractor hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the “Programs”) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform the work under this Agreement or enter into a contract with a sub-contractor that fails to certify to the Contractor that the sub-contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.
- D. The Contractor is prohibited from using the programs procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a sub-contractor performing the work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the sub-contractor and the City within three (3) days that the Contractor has actual knowledge that the sub-contractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the sub-contractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the sub-contractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the sub-contractor if during such three (3) days the sub-contractor provides information to establish that the sub-contractor has not knowingly employed or contracted with an illegal alien.
- F. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

#### **ARTICLE 17 – AUTHORIZATION**

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

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

**ATTEST**

\_\_\_\_\_  
JANELLE SHAVER, CITY CLERK

\_\_\_\_\_  
DATE

(Seal)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
GERALD DAHL, CITY ATTORNEY

**ATTEST TO CONTRACTOR:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**OWNER**

**CITY OF WHEAT RIDGE  
7500 W 29<sup>TH</sup> AVENUE  
WHEAT RIDGE, CO 80033  
303-234-5900**

\_\_\_\_\_  
PATRICK GOFF, CITY MANAGER

**CONTRACTOR**

**COMPANY  
ADDRESS  
CITY, STATE, ZIP  
PHONE**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE