



**REQUEST FOR BIDS**

**RFB-18-21**

**BID DUE DATE: THURSDAY, AUGUST 23, 2018, BY 2:00 PM MDT**

**WATERSLIDE RESTORATION**

**RECOMMENDED PRE-BID SITE VISIT:  
4355 Field St., Wheat Ridge, CO 80233**

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

City of Wheat Ridge Municipal Building  
Attention: Kirby Hollums  
**BID** - Purchasing & Contracting Division  
7500 W 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033  
Phone: 303-235-2885

**DOCUMENTS PREPARED BY:  
PARKS & RECREATION  
PURCHASING & CONTRACTING DIVISION**

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

**PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT**

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**ADVERTISEMENT FOR BIDS  
RFB-18-21  
WATERSLIDE RESTORATION**

**Bid Due Date: Thursday, August 23 2018, BY 2:00 PM OUR CLOCK**

**Project Overview:** The City of Wheat Ridge Parks & Recreation Department is seeking to contract with a qualified service provider for the restoration of an outdoor waterslide. Anticipated start date is September 10, 2018.

**Recommended Pre-Bid Site Visit:** It is recommended that interested bidders visit the pool in order to evaluate the work area, the condition of the slide, and to get a proper color match for the gelcoat. The pool is located at Anderson Park, 4355 Field St., Wheat Ridge, CO 80033. Be advised that construction projects at Anderson Park are currently being executed and some parking lots may not be available.

**Minimum Requirements:** Awarded vendor must obtain a valid City Business/Use Tax license prior to doing business in the City of Wheat Ridge. Additionally, the awarded vendor must show current membership in the American Composites Manufacturers Association (ACMA). This service requires compliance with the Illegal Alien Provisions of CRS8-17.5-101 and Title IV Regulations at 49 CFR Part 21 (non-discrimination assurance).

**Deadline for Questions:** Wednesday, August 15, 2018, BY 2:00 PM our clock. Email your questions to Kirby Hollums: [khollums@ci.wheatridge.co.us](mailto:khollums@ci.wheatridge.co.us)

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

**Bid must be submitted in a sealed envelope, plainly marked: RFB-18-21 WATERSLIDE RESTORATION.**

**Comments:** Submit one (1) original and one (1) complete copy. Late receipt of bids will not be considered.

All bids shall be validated upon receipt. 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:** Bid opportunities, addenda, and project updates are available on the RMEPS site, a division of BIDNET, [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com), 1-800-835-4603, or visit the City Website for project documents and updates: [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us).

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

**Publish Dates:**

City website      August 7, 2018

RMEPS              August 7, 2018

**CITY OF WHEAT RIDGE**  
**RFB-18-21**  
**WATERSLIDE RESTORATION**

**I. INTRODUCTION**

**A. General**

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

**B. Background**

The waterslide is 180 feet long and was originally installed in 2008. The slide has not required restoration work prior to this year. Generally speaking the slide is in good condition, but does have some chips in the fiberglass as well as oxidation on the exterior of the slide.

**C. Objectives**

The purpose of this RFB is to contract with a qualified individual or firm to provide gelcoat restorative services for an outdoor waterslide.

**II. SPECIFICATIONS/STATEMENT OF WORK**

**A.** The services to be performed will be determined by the City to include but not limited to the following areas:

- A restorative gelcoat is to be applied to the entire length of the slide. The gelcoat to be used must match the existing color, and it must be manufactured by either Ashland or FGCI.
- All Sikaflex shall be removed and replaced with either Sikaflex 291 or 3M 4000.
- All vendors must comply with applicable OSHA PPE standards and harnessing standards.
- Work must be warrantied for a minimum of two (2) years.
- Work must be completed by Oct. 12, 2018.

**III. BID SUBMISSION**

**A. Bid Submission**

Submit one (1) bid marked "original," and one (1) additional printed copy, for a total of two (2) complete sets.

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

**MARK OUTSIDE OF ENVELOPE: RFB-18-21, WATERSLIDE RESTORATION**

**BID DUE DATE: THURSDAY, AUGUST 23, 2018, BY 2:00 PM OUR CLOCK. NO EXCEPTIONS.**

#### **IV. EVALUATION AND AWARD**

- A. After thoroughly evaluating all bids received, the City will award to the lowest and/or most responsive and responsible bidder(s) whose bid meets the requirements and criteria set forth, establishes the ability of the bidder to provide quality goods and service, and conveys the willingness of the bidder to comply with City purchase order terms and conditions (available on our website). Award will be based on the item-by-item bid amount provided by the bidder on the Bid Price Sheet. Do not qualify your bid nor alter the bid format.
- B. The following is a partial list of criteria that may be used in determining 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
  - Experience with same or similar equipment or service
  - Total project cost
- C. The City reserves the right to base its evaluation on the “should-cost” analysis to reflect the real costs to the City arising out of or incidental to the award. Bidding firms should therefore avoid unbalanced pricing and other cost presentation tactics that attempt to understate, conceal, or distort real costs or otherwise take advantage of a mere formula-oriented, non-judgmental type of cost or price analysis. The City shall look to substance more than format, and shall perform its cost and price evaluation on the basis of probable real costs.

#### **V. ANTICIPATED SCHEDULE OF EVENTS**

All times are local and by our clock.

| <b>Event</b>                   | <b>Anticipated Date</b>    |
|--------------------------------|----------------------------|
| RFB Issued                     | August 7, 2018             |
| Recommended Pre-Bid Site Visit | At Bidders’ Discretion     |
| Inquiry Deadline               | August 15, 2018 by 2:00 PM |
| Final Addendum Issued          | August 17, 2018            |
| Bid Due Date and Time          | August 23, 2018 by 2:00 PM |
| Start Date                     | September 10, 2018         |
| Completion Date                | October 12, 2018           |

#### **VI. TERMS AND CONDITIONS**

- A. **Delivery Address:** Anderson Park, W. 44<sup>th</sup> Ave. & Field St., Wheat Ridge, CO 80033
- B. **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.
- C. **Modification or Changes:** All modifications to terms, conditions, scope or pricing must be in writing and signed by both parties prior to award of a contract.
- D. **New Items and Warranties:** All materials applied must be new product (not used, remanufactured, refurbished, rebuilt, reconditioned, etc.). Product shall be in original container with new product warranty, and with a minimum shelf-life of one year. Bidder warrants all goods and services will meet or exceed applicable drawings, specifications, samples, and/or other descriptions given to the City, and will be free from defects. Any breach of warranty will be at the bidder’s expense and at the discretion of the City.

- E. Assignment/Subcontract:** No portion of this bid may be assigned or subcontracted without the prior, written approval of the City.
- F. Equals:** The City makes the sole determination whether or not a similar product is deemed “equal.”
- G. Bid Results:** Project status—including bid results—are posted on the City of Wheat Ridge website, [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us) . Click on the Bids and Proposals tab.
- H. Funding:** There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City’s Code of Laws, which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council—either through budgeted appropriation, or by contract or bid award. The Contractor is specifically advised of this Section 2-4 of the Code of Laws. The contract resulting from the bid award is specifically subject to the provisions of said Code Section. Funding of the contract for any time period after January 1<sup>st</sup> of the year succeeding the original contract date is expressly contingent upon appropriations being made by the Wheat Ridge City Council. No promise—expressed or implied—is made that such funding will be approved by the City Council, acting in its legislative discretion.
- I. Low-Tie Bids:** Low-tie bids shall be decided in accordance with the provision of C.R.S. Section 24-103-202.5 as it currently exists or is hereafter amended, which gives a preference to resident bidders. Any bidder who wishes to be considered a “resident bidder” for purposes of the tie-bid procedure provided in the above-referenced Section shall include with his bid proof that he meets the definition of “resident bidder” as set forth in either C.R.S. Section 24-103-111 (6) (a) or (b).
- J. 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 or service bid upon, and that they have the necessary financial resources to provide the proposed good or service as described in the specifications.
- K. 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 damage(s) is assessed.
- L. 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 and 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.
- M. 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 prior to the effective date of such termination. In that event, all finished or unfinished services, reports, or materials prepared or furnished by the successful bidder under the award shall—at the option of the City—become its property.
- N. Indemnification:** The 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, or sustained by any person or persons to the extent caused by the negligent performance or failure of the bidder to provide services pursuant to the terms of this agreement.

## **VII. INSTRUCTIONS TO BIDDERS**

- A. Bids will only be accepted on the forms provided herein. Do not re-type or reformat forms. Provide all requested information and authorized signature in ink.
- B. Bid unit prices and extended amounts when called for. In case of mathematical error in extensions, the unit price will prevail. If unable to bid, indicate "NO BID" in space provided.
- C. **Do not submit an alternate or optional bid unless requested to do so.** If a vendor submits more than one (1) bid, all bids from said vendor will be deemed non-responsive and, therefore disqualified. This includes single bids that offer more than one price for a given item.
- D. All changes or modifications (adds, deletes, additional information etc.) shall be distributed through written addenda provided to all interested bidders. Verbal responses to vendor questions will not be considered.
- E. A bid with missing or inconsistent information may be considered non-responsive, and as such may not be evaluated. Do not qualify your bid or alter the bid format.
- F. The bid price shall be exclusive of any Federal, State, or City taxes. Tax exempt numbers are as follows:
- Federal: 84-0595832
  - State: 98-03515
  - City: 70000
- Tax exemption certificates will be issued upon request.
- G. All bids must be F.O.B. destination—freight prepaid—unless otherwise directed.
- H. **SUBMIT ONE (1) MARKED "ORIGINAL" AND ONE (1) MARKED "COPY" OF YOUR BID.**
- I. **Submit your bid no later than THURSDAY, AUGUST 23, 2018, by 2:00 PM local time** to the Wheat Ridge Municipal Building, 7500 W. 29<sup>th</sup> Avenue, Wheat Ridge, CO 80033, Attention: Kirby Hollums, Buyer II. Bids will be validated with time and date upon receipt. Bids submitted to any location other than the Municipal Building will be considered non-responsive.
- J. Bids must be submitted in sealed envelopes marked with the bid number, RFB-18-21, and the bid due date and time on the outside of the envelope. Faxed or emailed bids will not be accepted.
- K. **VENDOR REQUIREMENTS:** Bids must be submitted with the following:
1. Signed **Bidder Information Form**, acknowledging vendor review of addenda. Check the City's website, [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us) or call the Purchasing Office, 303-235-2885, to confirm the number of addenda issued.
  2. Acknowledgement of warranties for parts and labor, if applicable.
  3. Provide **pricing**, per Attachment A, Specifications and Price List. Pricing shall remain firm throughout the effective period. Bid shall be valid for sixty (60) calendar days after the bid opening date. Bids shall not be withdrawn after bid due date.
  4. **Additional information** relating to this bid—such as detailed specifications for equals, standard agreement, brochures, etc. may also be submitted with your bid.
  5. Provide at least three (3) **references** relating to work similar in nature and size. Include client contact name, email and telephone number, as well as a detail of the service or product your firm provided.
  6. Address guaranty of **response time and service** that is reasonable and responsive of the critical daily operation of the City.
  7. Provide a statement assuring your intent to provide a certificate of insurance for general liability, workers compensation, and automobile insurance as prescribed by City and State requirements and outlined in the sample Services Agreement. Proof of insurance will be required at the time of project award.



**BIDDER INFORMATION AND ADDENDA ACKNOWLEDGMENT FORM**

FEIN / SSN (Required) \_\_\_\_\_  
Federal ID number

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

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIPCODE \_\_\_\_\_

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

AUTHORIZED SIGNATURE \_\_\_\_\_  
REQUIRED—MUST BE IN INK

PRINTED NAME \_\_\_\_\_

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

**PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDA**

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

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_

DOES YOUR FIRM ACCEPT VISA FOR PAYMENT WITHOUT ADDITIONAL FEES? Yes  No

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

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

Signature acknowledges that proposer:

- 1) Has read the RFB 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 or providing required goods to achieve the City objectives, and
- 4) Is submitting without collusion with any other individual or firm.

**Do not submit more than one bid from your firm, or both/all bids will be disqualified.**

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

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

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

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

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

RFP NUMBER AND TITLE: \_\_\_\_\_

FIRM SUBMITTING PROPOSAL: \_\_\_\_\_  
(print full legal name)

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

Printed Name: \_\_\_\_\_

Attestation: (a corporate attestation is required)

BY: \_\_\_\_\_  
(Corporate secretary, or equivalent)

Place Corporate seal here, if applicable

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

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

**CITY OF WHEAT RIDGE, CO**  
**NON-COLLUSION AFFIDAVIT**

COMPANY SUBMITTING BID \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

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

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

My Commission Expires:

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

**CITY OF WHEAT RIDGE, CO**  
**VENDOR QUALIFICATION FORM**

The following information is considered the minimum required to evaluate the qualifications of vendors intending to provide services for the City of Wheat Ridge. Any additional information the vendor feels is pertinent, or which clarifies items below, is welcome and may be attached.

The City will contact previous clients and references as a part of the evaluation process; thus, letters of reference may shorten the evaluation period, if they are attached to this form.

1. **Name of firm:** \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Principal in Charge: \_\_\_\_\_

Email: \_\_\_\_\_

Type of business organization:

Sole Proprietorship \_\_\_\_\_ Corporation \_\_\_\_\_

Partnership \_\_\_\_\_ Limited Partnership \_\_\_\_\_

State in which incorporated: \_\_\_\_\_ Joint Venture \_\_\_\_\_

Name, position, and address of contact person regarding the information on this form:

\_\_\_\_\_  
\_\_\_\_\_

Number of years your firm has done business under current name: \_\_\_\_\_

Previous firm names and / or partnerships (or firms you have had any interest in), and number of years of each name:

\_\_\_\_\_

2. **Attach a list of all major projects in which you have been involved during the past two (2) years.**

**For each project indicate the following:**

- Original contract bid amount
- Owner (address, telephone number, and contact name)
- Project description

- Litigation or claims related to each project—state nature of claim(s), the parties, the dollar value, the status and outcome—including the value of any judgment(s) or settlement(s)
- Name, address, and phone number(s) of reference(s)

3. **List major equipment, facilities, number and type of employees available for City contract work. Specify type of work normally done by your forces, and type of work you normally subcontract.**

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4. **Have you ever terminated or abandoned any work prior to completion, or had work completed by others?**

No  Yes

If yes, describe the situation:

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5. **Has your firm—or any firm you have had any interest in—ever been debarred or prohibited from contract work with any government or private institution?**

No  Yes

If yes, describe the situation:

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6. **Have any bonds been called on any of your projects?**

No  Yes

If yes, describe the situation:

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**City Staff will evaluate all qualification forms. The evaluation will include the following:**

- Verification of statements and information provided
- Ability to perform work of similar nature
- Financial stability and capability
- Any pattern of controversy, poor management, delayed claims, late completion, inferior service or equipment, or other undesirable characteristics

This qualification process is not intended to restrict competition. The intent is to protect the City's legitimate interests by ensuring that vendors are competent, capable of quality work, and financially able to complete the work awarded.

***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.***



**RFB-18-21**

**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-18-21**, Slide Restoration, and the vendor’s bid (Attachment A) 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 two (2) months.

**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, CO, 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, 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 bona fide employee working solely for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE 5 – INSURANCE**

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the City and received approval thereof, a certificate of Insurance showing compliance with the following minimum types and 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<br>\$500,000 per accident<br>\$500,000 each disease           |
| Commercial General Liability<br>(including Premises-Operations; Independent Contractor’s Protective; Broad Form Property Damage and Contractual Liability): |  |
| Bodily Injury   | \$1 million per occurrence<br>\$2 million aggregate                                |
| Property Damage   | \$1 million per occurrence<br>\$2 million aggregate                                |
| Comprehensive Automotive Liability<br>(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.

**OWNER**

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

**CONTRACTOR**

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

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

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

**ATTEST TO CONTRACTOR:**

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

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

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**Aerial view of Anderson pool slide.**



**ATTACHMENT A  
RFB-18-21  
WATERSLIDE RESTORATION**

**MINIMUM SPECIFICATIONS & PRICE LIST**

- |  |                   |              |
|--|-------------------|--------------|
| 1. Is bidder a current member of the ACMA? | Yes_____          | No_____      |
| 2. Which gelcoat will be used?             | Ashland_____      | FGCI_____    |
| 3. Which sealant will be used?             | Sikaflex 291_____ | 3M 4000_____ |
| 4. Estimated time to complete the project? | Days_____         |              |

**TOTAL BID PRICE:** \$ \_\_\_\_\_

Company providing bid: \_\_\_\_\_

Authorized representative and title: \_\_\_\_\_

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

BID PER THE SPECIFICATIONS OR EQUAL; EQUAL MUST MEET OR EXCEED SPECIFICATIONS. The City makes the sole determination if a product is an equal or not.