



PROJECT DOCUMENTS

**ON-CALL STORM SEWER MAINTENANCE
CLEANING, INSPECTING and REPAIRS
ITB-20-25**

BIDS DUE: TUESDAY, DECEMBER 8, 2020, BY 1:00 P.M. OUR CLOCK

Prepared by:

PUBLIC WORKS DEPARTMENT / OPERATIONS DIVISION
PURCHASING AND CONTRACTING DIVISION
CITY OF WHEAT RIDGE
7500 W. 29TH AVENUE
WHEAT RIDGE, CO 80033

TABLE OF CONTENTS

PAGE #:

TABLE OF CONTENTS.....	2
ADVERTISEMENT	3
INTRODUCTION and STATEMENT OF WORK.....	4
INFORMATION FOR BIDDERS.....	5-7
ANTICIPATED SCHEDULE	12
FORMS TO SUBMIT WITH BID	
CONTRACTOR'S QUALIFICATION FORM.....	13-17
SIGNATURE PAGE.....	18
BID FORM	19-20
LIST OF SUBCONTRACTORS.....	21
NON-DISCRIMINATION ASSURANCE FORM	22
ILLEGAL ALIEN COMPLIANCE FORM	23
NON-COLLUSION AFFIDAVIT	24
SAMPLE AGREEMENT	25-28
GENERAL PROVISIONS	29-38
ADDENDA (if applicable)	

NOTE – Bidders must complete and submit pages 13 – 24.

**CITY OF WHEAT RIDGE
INVITATION TO BID
ITB-20-25 ON-CALL STORM SEWER MAINTENANCE**

Bid Due Date: TUESDAY, December 8, 2020, by time 1:00 p.m. our clock.

Virtual Bid Opening: 2 PM on 12.8.2020, details TBD

Deadline for Questions: Noon, Friday, November 20, 2020

Submit Sealed Bids to: BIDS@ci.wheatridge.co.us

City of Wheat Ridge Attention: Jennifer Nellis, CPPB

Mark Bids: (Company Name) Bid -ITB-20-25, ON-CALL STORM SEWER MAINTENANCE

Scope of Work: Work includes the cleaning, video inspecting and/or repairing of public storm sewer mainlines and appurtenances located within the City of Wheat Ridge, upon notification from authorized Public Works, Operations personnel. More specifically, this system consists of approximately 1,500 Wheat Ridge standard curb inlets, 650 manholes and 50 miles of storm-water pipes with diameters ranging from 12 to 96 inches. These pipes typically are made of concrete, corrugated metal, or high density polyethylene (HDPE). The annual budget for this work is \$40,000.00. The anticipated start date is December 2020. Term is for one year with the option to renew for four additional one-year periods.

Minimum Requirements: Must have or obtain a valid and current City Business/Use Tax license prior to doing business in the City of Wheat Ridge. This service requires compliance with the Illegal Alien Provision of CRS8-17.5-101 regarding employment of illegal aliens to perform on public contracts. Satisfactory insurance is required. Interested firms shall have been in business in the Denver metro region for a minimum of two years performing similar work.

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.

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.

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

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

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

Publish Dates:

//:Jennifer Nellis, CPPB

Jennifer Nellis, Purchasing Agent

RMEPS and City Website:

11.12.2020

CITY OF WHEAT RIDGE
ITB-20-25
ON-CALL STORM SEWER MAINTENANCE

INTRODUCTION

A. General

The City of Wheat Ridge (City and Owner) is an inner-ring suburb of the greater Denver metro area. The City's area consists of about nine square miles of rolling land adjacent to the I-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 home-rule municipality with eight council members, city manager and mayor form of government on behalf of approximately 33,000 residents.

B. Background

The City has previously contracted for these services. The agreement with QPS, Inc. is current through November 2020.

C. Objectives

The goal is to contract with a qualified firm to provide on-call storm sewer cleaning, video inspecting and repairs. Terms shall be for one year with the option to renew for four additional one-year periods.

STATEMENT OF WORK

SPECIFICATIONS

1.0 DESCRIPTION

Work includes the cleaning, video inspecting and/or repairing of public storm sewer mainlines and appurtenances located within the City of Wheat Ridge, upon notification from authorized Public Works, Operations personnel. More specifically, the City's entire system consists of approximately 1,500 Wheat Ridge standard curb inlets, 650 manholes and 50 miles of storm water pipes with diameters ranging from 12 to 96 inches. These pipes typically are made of concrete, corrugated metal, or high density polyethylene (HDPE).

The Work shall include all labor, materials, tools, vehicles, personnel and traffic control necessary for the completion of the Work. All applicable state of Colorado and federal laws, Colorado Department of Transportation (CDOT), City and County ordinances, licenses, permits and regulations shall apply to this award and the duration of the agreement. If required, night work is permitted upon approval by the Owner of the Work set forth, and is to be in conformance with aforementioned requirements. The location, pipe diameter, total approximate length of storm sewer mainline, and approximate total number of manholes, inlets to be cleaned and/or repaired shall be determined by the Owner at the time said Work is required, and then conveyed to the Contractor in a timely manner for completion of the Work.

Typical Work for the preceding years has consisted of approximately 5,000 to 6,000 lineal feet of pipe cleaned and videoed, 45 to 55 inlets and 20 to 30 manholes cleaned.

2.0 MATERIALS

The Contractor shall supply all necessary materials for performance of the Work.

3.0 EQUIPMENT

The Contractor shall supply all equipment necessary to complete the Work.

4.0 PROCEDURE

All work performed within the City of Wheat Ridge right-of-way shall be in accordance with the latest edition of the COLORADO DEPARTMENT OF TRANSPORTATION (CDOT), Department of Highways, Standard Specifications for Road and Bridge Construction Standards and the City of Wheat Ridge, Department of Public Works, Specifications and Standard details for Public Improvements and Construction within the City Right-of Way, latest edition.

The Contractor shall be responsible providing all temporary traffic control as needed during cleaning and/or repair operations in conformance with Part 6, Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, latest edition. A traffic control plan shall be submitted by the Contractor for review and approval by the City prior to any work commencing within the right-of-way.

These specifications and special provisions are end-result oriented. The cleaning and/or repair activity is expected to be accomplished by mechanical means.

The Owner will determine when and where storm sewer cleaning and/or repair(s) are required.

Cleaning of said pipelines and appurtenances shall be completed by high pressure water cleaning of various large diameters of storm sewer pipe lines and/or cable/bucket and air conveying vacuum system for the simultaneous cleaning/removal of stones bottles, cans, grease sludge and other debris from public storm sewer pipelines, culverts, manholes and inlets. Conveyance downstream of said debris by high pressure jetting into the mainline system is not an acceptable cleaning method. Rather, all said debris will be collected, removed and properly disposed of as needed, by the Contractor.

When applicable, the Contractor shall notify the appropriate representative(s) with the Colorado Department of Transportation and/or the City of Wheat Ridge at least 48 hours prior to commencing any work.

The Contractor shall perform cleaning and/or repair operations as directed by the Owner on those public storm sewer pipelines and appurtenances located within the City of Wheat Ridge.

The Contractor shall be responsible for conforming to all licensing, permitting and arterial lane closure requirements when working within Colorado Department of Transportation right-of way.

The Contractor shall be responsible for conforming to all licensing, permitting and lane closure requirements when working within City of Wheat Ridge right-of way. More specifically, the Contractor is responsible for meeting all licensing/bonding requirements and costs thereof, but the permit fees shall be waived.

The Contractor shall be responsible for the collection and removal of all cleaning and/or repair related debris in conformance with applicable standards.

The Contractor shall sweep all sidewalks and roadways of debris material as needed after cleaning and/or repair(s) to maintain a clean, neat condition of the Work area.

The Contractor, when applicable, shall, upon completion of cleaning and/or repair operations, reset manhole lids and inlet grates to original flush position in relation to the surrounding surface elevation.

The Contractor shall be responsible for any and all damage to surface and underground improvements due to their operations on or adjacent properties upon which storm sewer cleaning and/or repair work is performed.

Completed Work shall be clean and free of all accumulated debris immediately after cleaning and/or repair(s) as determined by the Owner or his designated representative, regardless of the number of cleanings required by the Contractor to achieve the specified quality.

Emergency Work

Emergency Work may consist of the cleaning and/or repairing of storm sewers and appurtenances throughout the City as needed. Pipe diameters may vary from 12" to 96".

Emergency work will require response to the work site within two (2) hours of notification by the Owner's representative and continue work until the emergency condition is completed to the satisfaction of the Owner.

All applicable procedural specifications described herein shall apply to the completion of Emergency Work.

Non-Emergency Work

The City may require Non-Emergency Work by the Contractor to clean, video and/or repair public storm sewer mainlines and/or appurtenances.

The Contractor shall be notified by the Owner's representative of the scope of Non-Emergency Work required. Prior to any work commencing the Contractor shall submit an itemized quote for review and approval by the Owner's representative.

All applicable procedural specifications described herein shall apply to the completion of Non-Emergency Work.

5.0 QUALITY CONTROL / TESTING

The Contractor shall be responsible for maintaining quality control and/or testing requirements as directed by the Owner, and in conformance with referenced CDOT and City standards and specifications.

6.0 PERSONAL SAFETY

Refer to Contractors Safety Manual, CDOT Safety Manual for state work requirements. Always wear personal protection equipment.

7.0 TIME TO COMPLETE - TERM

It is anticipated the scope of the Work described herein is to be determined on an as-needed basis by the Owner for a period of (1) one year, at which time said contract will be evaluated by the Owner.

Non-emergency work will be scheduled to the mutual satisfaction of the Contractor, City and State (if required).

8.0 WARRANTY

The contractor shall, when applicable, warranty all repair related materials and defects in workmanship for a period of (30) thirty days from the date of acceptance of the Work by the Owner.

9.0 CONTRACTOR VEHICLE REQUIREMENTS

Contractor is to clearly display the Company logo or other sign as directed by the City on both sides of all vehicles used within the City.

The Contractor shall supply all equipment necessary to complete the Work.

INFORMATION FOR BIDDERS

BID SUBMISSION REQUIREMENTS

- 1.0 **Bids for ITB-20-25, ON-CALL STORM SEWER MAINTENANCE**, are to be submitted to BIDS@ci.wheatridge.co.us, and are due by 1 PM (our clock), December 8, 2020.

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

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

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

- 1.2 **Bid forms** must be signed and submitted. 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 No bids will be accepted after the date and time established above, except by written addendum.

- 1.4 **Bid Bond** is not required for these services.

- 1.5 **A bidder may withdraw or revise a proposal after it has been deposited with the City.** Withdrawal of bids may be made by notification to the BIDS@ci.wheatridge.co.us site; 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 email.

- 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.**

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 may include 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 |
| H. Non-Discrimination Assurance Form | R. General Provisions |
| I. Illegal Alien Certification | S. Addenda |
| J. Non-Collusion Affidavit | T. 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 and will be delivered to all individuals, firms and corporations who have received the Contract Documents. Such addendum shall have the same binding effect as though contained in the main body of the Contract Documents. Oral instructions or information concerning the Contract Documents or the project, given out by officers, employees, or agents of the Owner to prospective bidders, shall not bind the Owner. If no questions are submitted as outlined by the designated inquiry deadline, bidder waives the right to any conflict in the Contract Documents.
- 2.3 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout. Further, the bidder agrees to abide by the following Federal requirements: Executive Order No. 11246 as amended, including specifically the provisions of the Equal Opportunity Clause, the Immigration Reform and Contract Act of 1986, and the Americans with Disabilities Act of 1991.

As a recipient of Federal funds, subject to United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, the City of Wheat Ridge, and its responsible agents, contractors and consultants assure that no person shall on the grounds of race, color, or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project. Disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all

invitations subject to the Regulations. The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, 49 CFR Part 21 and assurances.

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

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

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

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

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

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

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

CONTRACT AWARD

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

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

- The ability, capacity and skill of the bidder to perform the contract work or provide the service required
- The character, integrity, reputation, judgment, experience and efficiency of the bidder
- Whether the bidder can perform the contract within the time specified
- The quality of Bidder's performance on previous contracts, if applicable

- The previous and existing compliance by the Bidder with laws relating to the contract or services
- Evidence of collusion with any other bidder, in which case colluding bidders will be restricted from submitting further bids on the subject project for future tenders
- Such other information as may be secured having a bearing on the decision to award the contract

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

3.2 **Notice of Award:** The successful bidder shall be notified of the recommendation for award and asked to provide W-9, ACH payment details, signed agreement, and verification of current liability insurance coverage.

3.3 **Agreement:** The successful bidder shall return the executed agreement by a designated date. If the bidder fails to comply by the designated date, the Owner may—at its option—consider the bidder in default.

3.4 **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.

3.5 **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.

3.6 **Termination, Indemnification, Cancellation/Remedies**

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

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

Indemnification: The successful bidder agrees to indemnify 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.

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 and insurance in compliance with bid requirements.

- 4.1 Permits
 - City license to do work in the City of Wheat Ridge
 - Right of Way permits as required for specific assignment
- 4.2 Security access, if applicable
 - Contractor is responsible for securing any materials or equipment 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 based on Net 30 Day payment terms. 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 pursuant to this Agreement during the prior month. The payment will be expedited by the User Department and may be processed as a VISA transaction within two business days of City approval. The City may elect an alternative method of payment by the Treasurer's Office through proper accounting procedures. Payment is then made to the Contractor within thirty (30) days of receipt of invoice either by an ACH payment, or a check.

ANTICIPATED PROJECT SCHEDULE

ITB Issued	November 12, 2020
Inquiry Deadline	Noon, Friday – November 20, 2020
Final Addendum Issued	November 24, 2020
Bid Due Date and Time	TUESDAY, DECEMBER 8, 2020 by 1:00 PM our clock
Virtual Bid Opening	December 8, 2020 at 2 PM
Anticipated Start Date	December, 2020

CONTRACTOR'S QUALIFICATION FORM

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. () _____

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

Print or Type Name	Position	Telephone Number	E-mail
--------------------	----------	------------------	--------

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) _____

**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. 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, or provide copy of current license with bid.

SECTION III - CONTRACTING HISTORY

1. Contracting History

A. List the applicant Firm's contracts in the last two 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 _____

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 _____

SECTION III - CONTRACTING HISTORY – (Continued)

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 _____

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, 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 - COMPLIANCE

1. Regulatory Compliance

In the past two 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



**ITB-20-25
STORM SEWER MAINTENANCE
BIDDER ACKNOWLEDGMENT FORM**

BID DUE DATE: TUESDAY, DECEMBER 8, 2020, BY 1:00 P.M. OUR CLOCK

SEALED BIDS MUST BE SUBMITTED TO:

BIDS@ci.wheatridge.co.us
City of Wheat Ridge
Attention: Jennifer Nellis, CPPB

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 _____ CELL _____

EMAIL _____

AUTHORIZED SIGNATURE _____
REQUIRED –DIGITAL with Time and Date, OR 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-Responsive and therefore disqualified from bidding.

BID FORM
ITB-20-25
ON-CALL STORM SEWER MAINTENANCE

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.

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.

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 SUBMITTING THIS BID: _____

Bidder agrees to perform all the work described in the Contract Documents for On-Call cleaning and repair services for City public storm sewer mainlines and appurtenances, as specified. Measurement and payment will be made utilizing the following unit designations.

TASK	DESCRIPTION	UNIT	QUANTITY	PRICE
On-Call Cleaning & Repair Services for Public Storm Sewer Mainlines & Appurtenances				
	Jet-Vac Combination Truck	L.F		
	Vacuum Truck	Hourly		
	Video Inspection Unit	L.F.		

Payment will be made at the unit price bid for cleaning and video or the agreed upon price quote for any cleaning and/or repairing of storm sewer mainline and/or appurtenances. This payment will be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the Work. All temporary traffic control shall be considered incidental to the Work and including in the unit prices for the Work.

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 _____, 2020

BID NUMBER: _____

FIRM: _____
(Print Full Legal Name)

Authorized Signature: _____

Print Name: _____

Print Title: _____ Date: _____

Attestation: (A corporate attestation is required.)

BY: _____ Place corporate seal here, if applicable
Corporate Secretary or Equivalent

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

**NON-COLLUSION AFFIDAVIT
ITB-20-25
ON-CALL STORM SEWER MAINTENANCE**

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 _____

Attestation: (A corporate attestation is required.)

BY: _____ Place corporate seal here, if applicable
Corporate Secretary or Equivalent

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

CITY OF WHEAT RIDGE
ITB-20-25
ON-CALL STORM SEWER MAINTENANCE
SAMPLE AGREEMENT

THIS AGREEMENT, made this ___ day of _____ 2020 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 for, **ITB-20-25, On-Call Storm Sewer Maintenance** 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 Contract amount of: equipment use of a jet-vac combination truck \$_____ per lineal foot, equipment use of a vacuum truck \$_____ per hour, equipment use of a video inspection unit \$_____ per lineal foot, contract not to exceed **FORTY THOUSAND DOLLARS (\$40,000.00) per term.**
3. It is anticipated the scope of the work described herein is to be determined on an as-needed, where-needed basis by the Owner for a period of one year, at which time said contract will be evaluated by the Owner and subject to renewal for up to four additional one-year periods.

The Contractor agrees to commence the Work required by the Contract Documents. Non-emergency work will be scheduled to the mutual satisfaction of the Contractor, City and State (if required). Emergency work may consist of the cleaning and/or repairing of storm sewers and appurtenances throughout the City as needed. Pipe diameters may vary from 12" to 96".

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

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

5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions, such amounts as required by the Contract Documents.
6. Section 2-3 of the City's Code of Laws is presented below:
 - (a) **FISCAL YEAR.** Fiscal year for the City shall commence on January 1 and end on December 31.
 - (b) **BUDGET CONTAINS APPROPRIATIONS.** The City Council shall annually adopt a budget in a manner consistent with the provisions of Chapter X of the Home Rule Charter of the City of Wheat Ridge. Upon the annual adoption by City Council of each year's budget, levels of authorized expenditures from the funds indicated within the annual budget itself and/or the adopting resolution shall constitute the appropriation of the amounts specified therein for the purposes specified therein. During the course of each fiscal year, approval by the City Council of contracts for goods

or services, and/or approval of bids for the provision of specified goods or services, shall likewise constitute appropriations of the amounts specified therein for the purposes specified therein.

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

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

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

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

(f) The City may, by contract, require the contractor awarded a public works contract to waive, release or extinguish it rights to recover costs or damages, or obtain an equitable adjustment, for delays in performing such contract, if such delay is caused, in whole or part, by acts or omissions of the City or its agents, if the contract provides that an extension of time for completion of the work is the Contractor's remedy for such delay. Such a clause is valid and enforceable, any provision of State Law to the contrary 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 which shall be deemed an original on the date first above written.

OWNER

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

PATRICK GOFF, CITY MANAGER

DATE _____

CONTRACTOR

COMPANY NAME

ADDRESS

AUTHORIZED SIGNATURE

PRINT NAME

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:

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

11. TIME EXTENSIONS:

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

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

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

12. DEFECTIVE WORK:

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

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

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

13. UNEXPECTED UNDERGROUND STRUCTURES; CHANGE OF CONDITIONS:

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

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

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

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

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

14. CLAIMS FOR EXTRA COSTS:

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

15. RIGHT OF CITY TO TERMINATE CONTRACT:

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

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

16. CONSTRUCTION SCHEDULE:

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

17. PAYMENTS TO THE CONTRACTOR:

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

18. CERTIFICATE OF COMPLETION:

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

19. FINAL PAYMENT:

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

20. PAYMENT WITHHELD:

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

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

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

21. FINAL PAYMENT TO TERMINATE LIABILITY OF CITY:

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

22. EFFECT OF CERTIFICATION AND PAYMENT:

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

23. GENERAL WARRANTY:

The Contractor shall guarantee the work against defective materials or workmanship for a period of one (1) year from the final completion date. Upon discovery of any defects including any damage to other work resulting, repair and replacement that is required, in the opinion of the City, shall be done immediately by the Contractor at the Contractor's expense. Should the Contractor fail to repair such defective material and/or workmanship, or to make replacement within five (5) days after written notice by the City, it is agreed that the City shall make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor.

24. INSURANCE:

The Contractor shall maintain general liability and property damage insurance (the "Liability Policy") to protect the Contractor and the City from any and all claims for damages including but not limited to claims for property damage and bodily injury, including death, which may arise from operations under this Contract, including the operations of subcontractors. The Liability Policy shall state that it is the primary insurance for such claims and shall not contain any "excess" or "other insurance" clauses which limit its application as the primary coverage for those claims. The Contractor shall be individually liable for any and all defects in the Liability Policy. The Liability Policy shall not be terminated or cancelled prior to the completion of this Contract without at least 45 days prior written notice to the City.

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

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

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

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

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

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

Workers' Compensation Insurance -- The Contractor shall provide workers' compensation insurance coverage for all persons employed on the work to be done under the Contract and assure that all workers will receive the compensation for compensable injuries.

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

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

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

25. RESPONSIBILITY FOR WORK; PRIORITY OF DOCUMENTS:

- a) Debts and claims: The Contractor shall pay all debts for labor and materials contracted for by him on account of the work herein contemplated. The Contractor shall assume the defense of, and indemnify and save harmless, the City and its officers and agents, from all claims relating to labor and materials furnished for the work; to infringement or alleged infringement of invention patents and patent rights used in, or in connection with the work or however originating from any of the work under this Contractor from conditions created thereby; to injuries to any persons or corporation caused by the acts or negligence of the Contractor or any of his agents or employees, or of any Subcontractor or any agents or employees of any Subcontractors, in doing the work or in consequence of any improper materials, implements or labor used therein; and shall fully reimburse and repay to the City all outlay and expense which the City may incur by reason of his failure to do so. The Contractor shall satisfy all suits and claims against the City arising from the violation of any law, ordinance, regulation, order, or decree on the part of the Contractor or any of his agents or employees, or any Subcontractor, or agent or employees of any Subcontractor; shall fully indemnify and save harmless the City against and from all cost, loss, and damage which the City may suffer by reason of his failure to do so; and shall fully reimburse and repay to the City all outlay and expense which the City may incur in making good any such default. The Contractor shall fully complete the work required to be done under this Contract, free from all liens and claims of any kind whatsoever.
- b) Plans and Specifications: It shall be the duty of the Contractor to carefully study and compare all drawings, specifications and instructions, visit the project site and acquaint himself with all conditions, and call to the attention of the City any discrepancy, error, omission or inconsistency that may exist in the plans or specifications, or between the plans and specifications, or any conflict between existing conditions and requirements of the plans and specifications. The execution or work in accordance with the plans, specifications or other instructions will be considered as evidence that the Contractor is thoroughly familiar with the true intent of the plans, specifications or other instructions. Change orders will not be issued to cover any cost, loss, or expense for additional labor or material required to rectify any discrepancies discovered or reported to the City after the execution of the work, unless the discrepancies are errors in structural, mechanical or electrical design as determined by the City.
- c) Priority of Documents: In case of discrepancy or inconsistency in the terms or conditions of any documents, the Contract Documents shall have the following order of priority such that a statement appearing in the document with the higher priority shall control any inconsistent statement in a document of lower priority. (The following are listed from the highest priority to the lowest priority):
 - 1. The Agreement
 - 2. Drawings and any notes appearing on the drawings

3. Project Special Provisions

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

26. NOT USED

27. CARE AND PROTECTION OF PROPERTY:

The Contractor expressly undertakes at his own expense:

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

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

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

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

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

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

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

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

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

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

29. NO DAMAGES FOR CERTAIN DELAYS:

The City may delay the commencement of the work, or any part thereof, if the City shall deem it for the best interest of the City to do so. The Contractor shall have no claim for damages on account of such delay, but he shall be entitled to so much additional time in which to complete the whole or any portion of the work required under this Contract as the City shall certify in writing to be just. The Contractor shall have no claim for damages on account of

any delay on the part of another Contractor. Contractor expressly acknowledges and accepts the provisions of Section 2-4 of the Code of Laws of the City of Wheat Ridge as controlling this Project.

30. REQUIRED PROVISIONS DEEMED INSERTED:

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

31. PROTECTION OF LIVES AND HEALTH:

The Contractor shall take all necessary precautions for the safety of employees of the work, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by the work.

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.

37. 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