



CITY OF ENGLEWOOD

PURCHASING DIVISION

REQUEST NO. ITB-08-117

DATE: March 14, 2008

INVITATION TO BID SOUTH BROADWAY STREETScape: TUFTS TO BELLEVIEW (STE M395-011)

The City of Englewood will receive sealed bids for the construction of "**South Broadway Streetscape: Tufts to Belleview**" as per specifications no later than **10:00 A.M. prevailing time, April 17, 2008**. Bids will be received at the office of the Englewood Public Works Department, on the 3rd Floor of the Civic Center, 1000 Englewood Parkway, Englewood, Colorado 80110.

Bidding firms are asked to mark envelope "**South Broadway Streetscape: Tufts to Belleview**" in lower left hand corner with the **Bid #ITB-08-117** shown on the front of the envelope in which the bid is submitted. The City of Englewood assumes no responsibility for unmarked envelopes being considered for award. If City offices are closed due to inclement weather, an amendment will be issued with a new date, time and address of the bid opening.

At time, date, and place above, bids will be publicly opened and read out loud. Late bids will not be accepted under any circumstance, and any bid so received shall be returned to the bidding firm unopened. In addition, telegraphic and/or bids sent by electronic devices are not acceptable and will be rejected upon receipt. Bidding firms will be expected to allow adequate time for delivery of their bid either by air freight, postal service, or other means. Bidding firms are invited to, but not required to attend the bid opening.

The City of Englewood has contracted with BidNet and has begun utilizing a central bid notification system created for the City of Englewood. This new system will allow vendors to register online and receive notification of new bids, amendments and awards. If you do not have internet access, please call the BidNet support group at (800) 677-1997 extension #214 or the City of Englewood Procurement Division at (303) 762-2393. Vendors with internet access should review the registration options at the following website:

<http://www.govbids.com/scripts/co1/public/OpenBids/SelectAgency.asp>

RECOMMENDED PRE-BID CONFERENCE

The Owner will conduct a Pre-Bid Conference at **10:00 A.M. on Tuesday, April 8, 2008**. Any questions which, in the opinion of the Owner, cannot be answered by direct reference to the Bidding documents will be answered by formal written Amendment, which must be acknowledged on the Proposal. The Pre-Bid Conference will include a tour of the site of the work conducted by representatives of the Owner. All interested parties are invited to attend. The Pre-Bid Conference will be conducted in the Public Works Conference Room located on the 3rd Floor of the Englewood Civic Center, 1000 Englewood Parkway, Englewood, CO 80110.

All material submitted in connection with this bid becomes the property of the City of Englewood. Any and all bids received by the City shall become public record and shall be open to public inspection after the award of a contract, except to the extent the bidding entity designates trade secrets or other proprietary data to be confidential.

Any questions or clarifications concerning this bid shall be submitted by e-mail to dclarke@englewoodgov.org at the City of Englewood, Procurement Division, 2800 S. Platte River Drive, Englewood, CO 80110-1407. The bid title and number should be referenced on all correspondence. All questions must be received no later than **10:00 a.m. April 10, 2008**. All responses to questions/clarifications will be listed on the Rocky Mountain E Purchasing System address as listed above as an addendum. The City will not be bound nor responsible for any explanations or interpretations other than those given in writing as set forth in this invitation for bid. No oral interpretations shall be binding on the City.

The successful bidding entity agrees to comply with all applicable Federal, State, County and City laws, ordinances, rules and regulations that in any manner affect the items covered herein and agrees to secure all necessary licenses and permits in connection with this invitation and any goods or services to be provided.

Where bidding entities are required to enter City of Englewood property to deliver materials or perform work or services as a result of an award, the entity will assume the obligation and expense of obtaining all necessary licenses, permits and insurance. The bidding entity shall be required to have property, liability, and workers compensation insurance with minimum limits of \$1,000,000.00 and to provide the City with copies of the certificate of insurance upon request.

The successful bidding entity will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and will comply with the Americans with Disabilities Act.

The City of Englewood shall have the right to reject any or all bids, and to waive any informalities or irregularities therein and request new bids when required. In addition, the City reserves the right to accept the bid deemed most advantageous to the best interest of the City. Any award made in response to this Invitation to Bid will be made to that responsible bidding entity whose offer will technically be most advantageous to the City -- price, delivery, estimated cost of transportation, and other factors considered. The option of selecting a partial or complete bid shall be at the discretion of the City of Englewood.

BIDDERS MUST SUBMIT PROPOSALS ON THE ATTACHED BID PROPOSAL FORM AND SUBMIT (3) COPIES FOR EVALUATION PURPOSES.

The City of Englewood is exempt from all federal, state, and local taxes.

Federal Tax I.D. 84-6000583
State # 98-03470-000

Bidding entities shall contact Don Clarke, Purchasing Administrator, Procurement Division, telephone (303) 762-2392 on any questions relating to the Invitation to Bid.

Don Clarke
Purchasing Administrator
City of Englewood, CO

GENERAL INFORMATION ITB-08-117
SOUTH BROADWAY STREETScape: TUFTS TO BELLEVIEW (STE M395-011)

The City of Englewood's objective is to hire a qualified and competent Contractor to provide all labor, materials and equipment necessary to construct the South Broadway Streetscape: Tufts to Belleview and other improvements as detailed in the attached drawings and specifications included as part of this Invitation to Bid.

Said improvements shall consist of the construction of approximately 4,648 linear feet of concrete curb and gutter, 1,184 linear feet of concrete median planter wall, median surfacing, irrigation, landscaping, asphalt patching, surveying and miscellaneous work. The project also includes traffic control, erosion and sediment control measures, miscellaneous removals, earthwork, grading, and site restoration.

The Bid set includes written documents and drawings as pdf files. You must print all drawings and other Adobe Acrobat files for a complete set of bid documents. Adobe Reader for reading and printing pdf. files is available free from Adobe at the following website:

<http://www.adobe.com/products/acrobat/readstep2.html>

The drawings and written documents attached to this Invitation for Bid are:

ITB-08-117 (this document)
ITB-08-117 Drawings, sheets 1 to 52
ITB-08-117 Project Special Provisions

The Consulting Engineer, or Designer, of this project is Hedrick & Associates, LLC, 2455 W. Main Street, Littleton, CO 80120-1910. The Owner of this project is the City of Englewood, 1000 Englewood Parkway, Englewood, CO 80110.

There is a 5% bid bond required for this project. Each Bid shall be accompanied by an appropriate guarantee in the form of a Bid Bond, Certified Check or Cashier's Check made payable to the City of Englewood in a amount of not less that 5% of the bid amount.

There is a 13% UDBE goal for this project. Contractor must be on CDOT's current list of pre-qualified contractors.

Sample Contract: A sample agreement, which the City of Englewood intends to use with the successful Firm, is attached to this ITB and identified as "Sample Contract". Exceptions to the agreement should be identified and submitted with the Firm's proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements.

The Contractor will be required to have a City License and pay fees based on the license type. Contact the City of Englewood, Building & Safety Department for details regarding licensing. All bids to include 3 ½% Use Tax on materials incorporated into the project - see Sales and Use Taxes information at the end of this solicitation.

The successful contractor will be required to obtain a no-cost "Excavation Permit" from Englewood Public Works and submit a plan for traffic control. Public Works is located on the third floor of Civic Center, 1000 Englewood Parkway, Englewood, CO 80110.

The awarded Contractor will be required to have ready and furnish a “**Performance, Payment and Maintenance Bond**” in the amount of **100%** (copy attached) executed by a surety company acceptable to the City of Englewood within 10 days of Notice of Award. The bond includes a contractor guarantee.

Insurance – See “Special Provisions Insurance” document for required insurance which must be kept in effect during the performance of this work. Certificates must be provided to the City prior to undertaking any work.

All work performed under this solicitation and attached drawings, will be performed in a manner that will protect the public and workers during the construction and comply with all applicable laws and regulations.

The disposal of all waste material such as broken concrete, pavement, trees, roots, rocks, pipe and excessive earth material shall be the responsibility of the Contractor. The contractor shall supply a dumpster or dump truck to haul away all trash and debris. The work site must be kept neat and orderly while the work is done. The Contractor shall not store debris on site nor use any dumpster except his own.

No reimbursement will be made by the City of Englewood for any costs incurred prior to a formal “Notice to Proceed” being issued. Completion date will be 80 working days from date of Notice to Proceed.

The successful bidder upon Notice of Award will execute the contract and furnish required bonds and insurance certificates to the City of Englewood.

The Contractor shall be responsible for any sub-contractor brought in by the Contractor and insure all sub-contractors comply with all insurance & licensing requirements.

All work shall be made in accordance with good commercial practice and shall be adhered to by the successful Contractor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Contractor. In these cases, the Contractor shall notify the City of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

Should anything be omitted from the Contract Documents which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the Contractor shall secure written instructions from the Owner before proceeding with the construction affected by such omissions or discrepancies. The Contractor shall furnish all materials, labor, equipment and perform all operations required to complete the work in accordance with the intent of the Contract, Drawings and Specifications

Submittals required with bids:

The below forms are available on the CDOT website. Call Englewood at 303-762-2500 if you require a hard copy of these forms. The following CDOT forms must be submitted by all bidders with their bids:

- FORM 606 – Anti-Collusion Affidavit, and
- FORM 714 – Underutilized DBE Bid Conditions Assurance.

The CDOT Form 347, Certification of EEO Compliance, is no longer required to be submitted in the bid package. This form certified that the contractor/proposed subcontractors were in compliance with the Joint Reposting Committee EEO-1 form requirements. The EEO-1 Report must still be submitted to the Joint Reporting Committee if the contractors and subcontractors meet the eligibility requirements (29CFR 1602.7); we will, however, no longer require certification. For additional information regarding these federal requirements, please refer to:

<http://www.eeoc.gov/stats/jobpat/e1instruct.htm>

A listing should be provided of all sub-contractors and additional qualification information should be provided as to the experience of the firm that will construct the South Broadway Streetscape: Tufts to Belleview. Identify the contact person and supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis on their experience with similar work.

ITB-08-117 SOUTH BROADWAY STREETScape: TUFTS TO BELLEVIEW (STE M395-011)

BID PROPOSAL FORM

Base Bid

Item Number	Description	Unit	Quantity	Unit Price	Bid Amount
201	Clearing & Grubbing	LS	1	\$	\$
202	Removal of Curb & Gutter	LF	4,688	\$	\$
202	Removal of Asphalt Mat	SY	703	\$	\$
202	Removal of Median Cover	SY	773	\$	\$
202	Removal of Ground Sign	EA	8	\$	\$
202	Removal of Pull Box	EA	1		
203	Unclassified Excavation (CIP)	CY	135	\$	\$
203	Sweeping	HR	40		
206	Potholing	HR	80	\$	\$
207	Topsoil	CY	389	\$	\$
208	Erosion Log (8 Inch)	LF	810	\$	\$
208	Storm Drain Inlet Protection	EA	6	\$	\$
208	Erosion Control Supervisor	DAY	80	\$	\$
210	Adjust Valve Box	EA	1	\$	\$
210	Clean Valve Box	EA	1	\$	\$
212	Soil Preparation (Special)	CY	22	\$	\$
213	Mulching Decorative)(1-1/2" Dia)(Rock Cobble)	SF	3,533	\$	\$
213	Mulching Decorative)(6" Dia)(Rock Cobble)	SF	1,721	\$	\$
214	Deciduous Shrub (5 Gallon Container)	EA	32	\$	\$
214	Deciduous Tree (2 Inch Caliper)(B&B)	EA	12	\$	\$
214	Perennial (1 Gallon Container)	EA	560	\$	\$
214	Perennial (5 Gallon Container)	EA	256	\$	\$
214	Landscape Maintenance	LS	1	\$	\$
304	Aggregate Base Course (Class 6)	CY	384	\$	\$
403	HMA Patching (GR S) (100) (PG 64-22)	TON	202	\$	\$
411	Emulsified Asphalt (Slow Setting)	GAL	104	\$	\$
420	Geotextile (Weed Barrier)	SY	584	\$	\$
609	Solid Concrete Median Nose	EA	8	\$	\$
609	Concrete Curb & Gutter Type 2 (Section B)(Special)	LF	4,648	\$	\$
609	Planter Wall (Special) (6"x2')	LF	1,184	\$	\$
609	Median Edging (Special)	LF	1,216	\$	\$
610	Median Cover Material (Special) (6")	SF	9,688	\$	\$
614	Sign Panel (Class I)	SF	45	\$	\$
614	Steel Sign Post (2.25x2.25 Inch Tubing)	LF	72	\$	\$
614	Steel Sign Post (2.5x2.5 Inch Tubing)	LF	24	\$	\$
614	Steel Sign Post (2.75x2.75 Inch Tubing)	LF	12	\$	\$
619	1 Inch Copper Pipe	LF	15	\$	\$
619	1 Inch Plastic Pipe (Lateral Line)	LF	1,151	\$	\$
619	1 Inch Plastic Pipe (Mainline)	LF	2,012	\$	\$

619	1 1/4 Inch Plastic Pipe (Lateral Line)	LF	15	\$		\$	
619	2 Inch Plastic Pipe (Control Wire Sleeving)	LF	623	\$		\$	
619	2 Inch Plastic Pipe (Sleeving)	LF	623	\$		\$	
623	FEBCO Backflow Preventer Model #825-1" w/ Guardshack Enclosure	EA	1	\$		\$	
623	Pressure Reducing Valve	EA	1	\$		\$	
623	Stop And Waste Valve, 3' from Backflow Preventer	EA	1	\$		\$	
623	1 Inch Manual Drain Valve	EA	4	\$		\$	
623	1 Inch Automatic Control Valve (Rainbird GB Series)	EA	4	\$		\$	
623	1 1/4 Inch Automatic Control Valve (Rainbird GB Series)	EA	4	\$		\$	
623	Control Wire (24 Volt)	LF	11,346	\$		\$	
623	Power Source Wire	LF	100	\$		\$	
623	Splice Box	EA	1	\$		\$	
623	1 Inch Quick Coupler Valve	EA	5	\$		\$	
623	1 Inch Gate Valve	EA	4	\$		\$	
623	1 Inch Tap with Meter (Point of Connection)	EA	1	\$		\$	
623	Rain Sensor (Rainbird RSD-BEX)	EA	1	\$		\$	
623	1 Inch Flow Sensor (FBB100 Rainmaster)	EA	1	\$		\$	
623	12-Station Automatic Controller (Rainmaster 1-Central, Pedestal Mounted)	EA	1	\$		\$	
623	Irrigation Bubbler	EA	436	\$		\$	
625	Construction Surveying	LS	1	\$		\$	
626	Mobilization	LS	1	\$		\$	
626	Public Information Services	LS	1	\$		\$	
627	Pavement Marking Paint	GAL	240	\$		\$	
630	Flagging	HR	500	\$		\$	
630	Traffic Control Inspection	DAY	35	\$		\$	
630	Traffic Control Management	DAY	80	\$		\$	
630	Flashing Beacon (Solar)	EA	2	\$		\$	
630	Barricade (Type 3 M-A) (Temporary)	EA	6	\$		\$	
630	Barricade (Type 3 M-C) (Temporary)	EA	6	\$		\$	
630	Construction Traffic Sign (Panel Size A)	EA	25	\$		\$	
630	Construction Traffic Sign (Panel Size B)	EA	25	\$		\$	
630	Construction Traffic Sign (Special)	SF	25	\$		\$	
630	Advance Warn Flashing/Sequencing Arrow Panel(C Type)	EA	2	\$		\$	
630	Drum Channelizing Device	EA	180	\$		\$	
630	Traffic Cone	EA	200	\$		\$	
F/A	Miscellaneous Contract Revisions	F/A	1	\$	\$75,000.00	\$	\$75,000.00
F/A	Force Account Erosion Control	F/A	1	\$	\$2,500.00	\$	\$2,500.00
F/A	Power Source Connection Reimbursement	F/A	1	\$	\$750.00	\$	\$750.00
F/A	City Of Englewood Tap Services and Tap Assessment	F/A	1	\$	\$3,000.00	\$	\$3,000.00

	TOTAL BASE BID ITEMS	XXXX	XXXXXX		XXXXXXXXXX		
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Additive Alternate Bid

Item Number	Description	Unit	Quantity	Unit Price		Bid Amount	
201	Clearing & Grubbing	LS	1	\$		\$	
202	Removal of Median Cover	SY	17	\$		\$	
601	Concrete Stain (Special)	SY	235	\$		\$	
610	Median Cover Material (Special) (6")	SF	17	\$		\$	
626	Mobilization	LS	1	\$		\$	
630	Flagging	HR	30	\$		\$	
630	Traffic Control Inspection	DAY	2	\$		\$	
630	Traffic Control Management	DAY	5	\$		\$	
630	Barricade (Type 3 M-A) (Temporary)	EA	2	\$		\$	
630	Barricade (Type 3 M-C) (Temporary)	EA	2	\$		\$	
630	Construction Traffic Sign (Panel Size A)	EA	5	\$		\$	
630	Construction Traffic Sign (Panel Size B)	EA	5	\$		\$	
630	Construction Traffic Sign (Special)	SF	5	\$		\$	
630	Drum Channelizing Device	EA	25	\$		\$	
630	Traffic Cone	EA	50	\$		\$	
F/A	Miscellaneous Contract Revisions	F/A	1	\$	\$2,500.00	\$	\$2,500.00
F/A	Erosion Control	F/A	1	\$	\$2,000.00	\$	\$2,000.00
	TOTAL ADDITIVE ALTERNATE BID ITEMS	XXXX	XXXXXX		XXXXXXXXXX		

Each Proposing Firm shall determine prior to submitting a Bid that they have received all Addenda issued, and will acknowledge the receipt on this bid proposal form. Receipt of copies of the following amendment(s) is (are) hereby acknowledged:

Addendum (s) No. Date Acknowledged

BIDDERS ARE REQUESTED TO SUBMIT BIDS ON **BOTH** BASE BID and ADDITIVE ALTERNATE BIDS AS FOLLOWS:

One such bid for the construction and installation of those improvements on the **ITB-08-117 South Broadway Streetscape; Tufts for Belleview (STE M395-011)**

TOTAL AMOUNT OF BASE BID _____ (\$_____)

TOTAL AMOUNT OF ADDITIVE ALTERNATE BID _____ (\$_____)

This Contract will be awarded to the lowest reliable and responsible bidder.

The undersigned bidder hereby agrees to be ready and to appear at the office of the Department of Financial Services, Purchasing Division, to execute the attached form of Contract in conformity of this bid and also to have ready and furnish the required bond in the sum of the full amount of this proposal, executed by a surety company acceptable to the City of Englewood, at any time within ten (10) days from the date of a written notice from the Director of Public Works to do so, mailed to the address hereinafter given.

The _____ Company of _____ is hereby offered as surety on said bond. If such surety is not approved by the Mayor and the City Council, another and satisfactory surety company will be furnished.

Enclosed herewith is a Proposal Guarantee (Bid Bond of a sum no less than 5% of the base bid amount), _____ in _____ the _____ amount _____ of _____ which Proposal Guarantee the undersigned bidder agrees to be forfeited to, and become the property of, the City as liquidated damages, should the Proposal be accepted and the Contract awarded him and he fail to enter into contract in the form prescribed and to furnish the required bond within ten (10) days as stipulated.

This Proposal is made without any connection with any other persons, firms, or corporations making any other bid for this same work and is in all respects fair and without collusion or fraud.

The Undersigned Bidder acknowledges the right of the City to reject any or all bids submitted and to waive informalities therein.

Dated at _____ this _____ day of _____, 2008

Signature of Bidder:

If an individual: _____ doing business as _____

If a partnership: _____

By: _____ member of firm

If a corporation: _____

a _____ corporation

By: _____

Business address of Bidder: _____

The name and location of the last work of this kind herein contemplated upon which Bidder was engaged is as follow:

For information relative hereto please refer to:

Name _____ Title _____

Address _____

CITY OF ENGLEWOOD SERVICE CONTRACT

**ANNUAL CERTIFICATION STATEMENT REGARDING EMPLOYING OR CONTRACTING WITH
ILLEGAL ALIENS**

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

TO: CITY OF ENGLEWOOD
c/o Purchasing and Contracts Manager
1000 Englewood Parkway
Englewood, Colorado 80110

Project Name: **S. BROADWAY STREETScape: TUFTS TO BELLEVIEW (STE M395-011)**

As a prospective vendor or contractor for the above-identified bid/contract, I (we) do hereby certify that, as of the date of this certification and for any contract with the City for the calendar year, I (we) do not knowingly employ or contract with an illegal alien and that I (we) have participated in or attempted to participate in the "basic pilot program" of the Department of Homeland Security in order to verify that I (we) do not employ any illegal aliens.

Vendor or contractor understands that if it fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate the contract for breach and the Vendor shall be liable for actual and consequential damages to the City.

Certified and agreed to this _____ day of _____, 2008.

Prospective Vendor or Contractor _____
(Full Legal Name, please type or print clearly)

Address

City State Zip Code

BY: _____
Signature and Title of Authorized Representative

Attestation:
(If applicable)

**VENDOR CANNOT BEGIN WORK UNTIL THIS COMPLETED FORM IS RETURNED TO THE
CITY OF ENGLEWOOD**

**Explanatory Information Concerning Contracting with
Illegal Aliens, Now Codified as CRS 8-17.5-101 et seq.**

All of our service contracts are now required to include certification that the contractor does not knowingly contract with illegal aliens. Part of that statute requires the certification from the contractor that the contractor has “registered with or certify that they are in compliance with the “basic pilot program”. While this program is not necessarily new, it is unknown to most people doing business with municipalities in the State of Colorado. The “basic pilot program” is a program run by the Federal Government within the Department of Homeland Security. The program requires a party to apply for entry into the program and make certain agreements with the Department of Homeland Security and Social Security programs. The information we have is that an application can be made to participate in the “basic pilot program” over the internet. We have two websites which may be helpful in doing so. While most programs add the http// before www automatically, please note that this site requires https:// be entered. The site is:

[HTTPS://WWW.VIS-DHS.COM/EMPLOYERREGISTRATION](https://www.vis-dhs.com/EMPLOYERREGISTRATION)

A set of instructions will appear and the applicant should follow those instructions. There is another site provided by the State of Colorado, which is:

www.uscis.gov/graphics/services/SAVE.htm

This information should provide the proposed contractor with information sufficient to fill out the contractor’s certification as required on our contracts as of August 9, 2006.

This information regarding compliance with BASIC PILOT PROGRAM REQUIREMENTS is given as a service by the City and does not assure acceptance to the Federal program or acceptance of the proposed contract by the City.

INSURANCE

Insurance Limits:

The Contractor shall carry throughout the life of the contract the insurance listed below:

<u>Under Section B</u>	<u>Minimum Limits</u>
Public Liability	\$1,000,000
Property Damage	\$1,000,000

<u>Under Section C</u>	<u>Minimum Limits</u>
Public Liability	\$1,000,000
Property Damage	\$1,000,000

Public Liability and Property Damage Insurance:

The Contractor shall maintain during the life of this contract, Public Liability and Property Damage Insurance acceptable to the City, covering the work contracted and all operations in connection herewith, and whenever any of the work covered in the Contract is to be sublet, Contractor's Contingent or Protective Liability and Property Damage Insurance. Such insurance shall provide limits not less than those called for in these Special Provisions.

Automotive Liability and Property Damage Insurance:

Whenever the work covered by the Contract shall involve the use of automotive equipment, the Contractor shall maintain during the life of the contract, Automotive Public Liability and Property Damage Insurance. This insurance shall provide limits not less than those called for in these Special Provisions to protect the Contractor from any and all claims arising from the use of the following in the execution of the work included in the contract:

- (1) Contractor's own automobile and trucks.
- (2) Hired automobiles and trucks.
- (3) Automobiles and trucks not owned by the Contractor.

Such insurance shall cover the use of automobiles and trucks both on and off the site of the project.

Workers Compensation:

The Contractor shall comply with the Workers' Compensation Act of Colorado and shall provide compensation insurance to protect the City from and against any and all Workers' Compensation claims arising from performance of the work under this contract. Workers' Compensation insurance must cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, as well as the Employers' Liability within the minimum statutory limits.

Liability:

The Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death to any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind, or nature, including Workmen's Compensation claims, of or by any whomsoever, in any way resulting from or arising out of the operation in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or his sub-contractors. Insurance coverage specified herein and in the Special Conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

All Certificates of Insurance shall be provided to the City prior to the undertaking of any work and prior to a Purchase Order being issued. The completed Certificate of Insurance shall be sent to:

Purchasing Division
City of Englewood
2800 So. Platte River Dr.
Englewood, CO 80110

With an additional copy sent to:

Management of Risk Administrator:
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

And three additional copies to:

Public Works
1000 Englewood Parkway
Englewood, CO 80110

SAMPLE CONTRACT

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this ____ day of _____, 2008, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and _____, whose address is _____, ("Contractor"), commencing on the day of _____, 2008, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

PROJECT: SOUTH BROADWAY STREETScape: TUFTS TO BELLEVIEW (STE M395-011)

WHEREAS, proposals pursuant to said advertisement have been received by the Mayor and City Council and have been certified by the Director of Public Works to the Mayor and City Council with a recommendation that a contract for work be awarded to the above named Contractor who was the lowest reliable and responsible bidder therefore, and

WHEREAS, pursuant to said recommendation the Contract has been awarded to the above name Contractor by the Mayor and City Council and said Contractor is now willing and able to perform all of said work in accordance with said advertisement and his proposal.

NOW THEREFORE, in consideration of the compensation to be paid the Contract, the mutual agreements hereinafter contained:

- A. Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached or incorporated by reference constitute and shall be referred to either as the Contract Documents or the Contract and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto and they are as fully a part of this agreement as if they were set out verbatim and in full:

- Invitation to Bid
- Contract (this instrument)
- Special Provisions Insurance
- Performance Payment Maintenance Bond
- Attached drawings sheets 1-52
- Colorado Department of Transportation (CDOT)
 - Standard Specifications for Road & Bridge Construction
 - Standard Special Provisions
 - Project Special Provisions

- B. Scope of Work: The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all the work described, drawn, set forth, shown and included in said Contract Documents.

- C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within **twenty (20) days** from being notified to commence work by the Director of Public Works and agrees to fully complete said work within **eighty (80) working days**, plus such extension or extensions of time as may be granted by the Director of Public Works in accordance with the provisions of the Contract Documents and Specifications.
- D. Indemnification: The city cannot and by this Agreement/Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Vendor or any other person or entity, for any purpose. The Vendor shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including Worker's Compensation claims, in any way resulting from or arising out of this Agreement/contract: provided, however, that the Vendor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and Employees.
- E. Termination of Award 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 of such termination, at least thirty (30) days before the effective date of such termination. In that event all finished or unfinished service, reports, material (s) prepared or furnished by the successful firm after the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the successful firm will be paid that 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 firm covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful firm, the clause relating to termination of the award for cause shall apply.
- F. Termination of Award for Cause: If, through any cause, the successful firm shall fail to fulfill in a timely and proper manner its obligations or if the successful firm shall violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the award by giving written notice to the successful firm of such termination and specifying the effective date of termination. In that event, all furnished or unfinished services, at the option of the City, become its property, and the successful firm shall be entitled to receive just, equitable compensation for any satisfactory work documents, prepared completed or materials as furnished.

Notwithstanding the above, the successful firm shall not be relieved of the liability to the City for damages sustained by the City by virtue of breach of the award by the successful firm, and the City may withhold any payments to the successful firm for the purpose of set off until such time as the exact amount of damages due the City from the successful firm is determined.

- G. Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being

_____ (\$ _____).

- E. Appropriation of Funds: At present, \$ _____ has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by the governing body or are otherwise unavailable in any following fiscal period for which appropriations were received without penalty or expense except as to those portions of the Agreement or other amounts for which funds have already been appropriated or are otherwise available. The City shall immediately notify the contractor or its assignee of such occurrence in the event of such termination.
- F. Contract Binding: It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.

Verification of Compliance with C.R.S. 8-17.5-101 ET.SEQ. Regarding Illegal Aliens

(a) **Employees, Contractors and Subcontractors**: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that (i) knowingly employs or contracts with an illegal alien to perform work under this Contract or (ii) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

(b) **Verification**: Contractor has verified or attempted to verify through participation in the “basic pilot program” (authorized by P.L.204 of 104th Congress and amended by P.L.156 of 108th Congress) that Contractor does not employ any illegal aliens. And, if not accepted into the “basic pilot program” prior to entering into this Contract, Contractor further verifies, Contractor will apply to participate in the “basic pilot program” every three months until Contractor is accepted or this Contract is completed, whichever is earlier. [CRS 8-17.5-102(2)(b)(I).]

(c) **Limitation regarding the “Basic Pilot Program**: Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while performing this Contract. [CRS 8-17.5-102(2)(b)(II).]

(d) **Duty to Terminate a Subcontract**: If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall;

(1) Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien. [CRS 8-17.5-102(2)(b)(III)(A) & (B).]

(3) **Exception:** If the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien and the subcontractor stops employing or contracting with the illegal alien.

(e) **Duty to Comply with State Investigation:** Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5). [CRS 8-17.5-102(2)(b)(IV).]

(f) **Damages for Breach of Contract:** The City may terminate this contract for a breach of contract, in whole or in part, due to Contractor's breach of any section of this paragraph. Contractor shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract.

IN WITNESS WHEREOF, the parties have caused these presents to be signed personally or by their duly authorized officers or agents and their seals affixed and duly attested the day and year first above written.

This Contract is executed in **5** counterparts.

Contractor

by _____
Party of the Second Part

ATTEST:

Secretary

CITY OF ENGLEWOOD

by _____
Mayor
Party of the First Part

ATTEST:

City Clerk

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, hereinafter called the Principal, and _____ hereinafter called the Surety, are jointly and severally held and firmly bound unto CITY OF ENGLEWOOD, COLORADO, County of Arapahoe, State of Colorado, hereinafter called the City, in the sum of _____ dollars (\$ _____), lawful money of the United States of America, to be paid to the City, for the payment whereof the Principal and Surety hold themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly bound by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____ entered into a Contract with the City for _____, which Contract is by reference made a part hereof the same as though fully set forth herein;

NOW, THEREFORE, the conditions of this obligation are as follows:

- I. The Principal shall: (1) faithfully perform said Contract on Principal's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the City from all costs and damages which said City may incur in making good any default.
- II. To the extent permissible by law, the Principal shall protect, defend, indemnify and save harmless the City, and its officers, agents, servants and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property, including in part the loss of use, resulting therefrom, based upon or allegedly based upon any act, omission or occurrence of the Principal, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Principal's direction and control (regardless of whether or not caused in part by a party indemnified hereunder), and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services.
- III. The Principal shall pay all persons, firms and corporations, all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment furnished, and for all materials and equipment used or rented in the performance of Principal's Contract.
- IV. Contractor's Guarantee. The Contractor shall guarantee that the median work and associated incidentals shall remain in good order and repair for a period of two (2) years from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation, and shall keep the same in good order and repair without further compensation for a period of two (2) years from and after completion and acceptance thereof by the City. The determination of the necessity for the repair or replacement of said work shall rest entirely with the Director of Public Works, whose decision upon the matter shall be final and obligatory

upon the Contractor. The landscape warranty portion is as described in Section 214 Planting of the special provisions of the project.

Every Surety on this bond shall be deemed and held, any Contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the Contractor in which to perform the Contract.
2. To any change in the Plans, Drawings, Specifications, Contract or other Contract Documents, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.

Further, every Surety on this bond shall pay to this City all costs and attorney fees necessary to enforce the provisions of the bond provisions contained herein.

Unless prohibited by law, an action on the payment and performance provisions of this bond may be brought by the City or any person entitled to the benefits of this bond at any time within five years from date of final settlement of the Contract, and under the maintenance provisions of this bond an action may be brought within five years from the time the cause of action arises.

Principal and Surety are jointly and severally liable under the provisions hereof and action against either or both may proceed without prior action against the other, and both may be joined in one action.

SIGNED AND SEALED THIS _____ day of _____, 2008.

IN PRESENCE OF:

By: _____
Name Title

ATTEST: (As to Corporation)

By: _____
Secretary

(CORPORATE SEAL)

_____ Surety

By: _____
Attorney in fact
(SEAL OF SURETY)

COUNTERSIGNED:

By: _____
Resident Agent (Print Name Below)

(Accompany this bond with Attorney-in-fact's authority from the Surety to execute the bond, certified to include the date of the bond.)

Approved for the City of Englewood:

By: _____
City Manager

Approved as to form:

By: _____
Attorney for the City of Englewood

Sales and Use Taxes

The Contractor, or any of his sub-contractors, shall be required to pay all sales and use taxes levied by the City of Englewood on any materials used (such as formwork materials, etc.) or incorporated into the project including rental of equipment. In addition any equipment purchased within the last three years and used on this project is subject to a 3½% sales tax. If taxes have been paid previously on the equipment in Englewood or elsewhere, provide a receipt for taxes paid to receive credit. Upon completion of the work, and before final payment is made by the City, the Contractor will be required to furnish the City with an itemized statement of the tangible property upon which the tax is due.

The Contractor and/or sub-contractor may purchase materials tax free (State and RTD tax) when the material is to become part of the structure for a tax exempt entity (City of Englewood). The Contractor and/or sub-contractor must obtain an exemption certificate from the Department of Revenue to purchase the materials tax free.

Each sub-contractor shall compile a complete list of paid invoices, based on materials purchased directly by the sub-contractor, including the following information: invoice number, invoice date, vendor's name, amount of invoice, amount of tax due the City, type of materials (cement, re-bars, structural steel, etc.). [Form FR39a]

The Contractor shall compile a complete list of paid invoices based on materials purchased directly by the Contractor, including the following information: invoice number, invoice, date, vendor's name, amount of invoice, amount of tax due the City, type of material (cement, re-bars, etc.). [Form FR39a]

At completion of the work, each sub-contractor shall submit to the Contractor, a document similar to Form FR39 "Affidavit" (2 copies) duly acknowledged, based on the information compiled as indicated above. The Contractor shall forward all said certificates to the Engineer. (The City will supply said forms.)

At the completion of the work, the Contractor shall submit to the Engineer, a document similar to Form FR39, "Affidavit" (2 copies) duly acknowledged, based on the information compiled as indicated above. (The City will supply said forms.) The Contractor and all sub-contractors shall keep sufficient records to verify the amount of Sales and Use Taxes paid to the City.

The City will deduct from the Contractor's final payment, all applicable City of Englewood Sales and Use Taxes on any tangible property built into or incorporated into the work.

