



City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601
REQUEST FOR PROPOSAL BD 2021-11
COVER SHEET

Date: April 13, 2021

Proposal number: BD 2021-011

Proposal title: **Parks Building Improvements**

Proposals will be received until: May 10, 2021
2:00 p.m. local time, at 101 West 8th Street,
Glenwood Springs, Colorado 81601

Responses must be submitted electronically to bidresponse@cogs.us no later than the required time and date. Please include #BD2020-011 in the subject line of the email.

Goods or services to be delivered to or performed at: **191 Soccer Field Road**

Pre-bid meeting: **April 22, 2021, at 11:00 a.m. Contact Karstin Moser karstin.moser@cogs.us for pre-bid call-
In information.**

Email Address: bidresponse@cogs.us

Documents included in this package:

- Request for Proposal Cover Sheet
- Instructions to Proposers
- Bid Form
- Bid Bond
- Agreement
- Notice of Award
- Notice to Proceed
- Change Order
- Performance Bond
- Payment Bond
- Supplemental Conditions
- Technical Specifications
- Bid Schedule
- Addendum to Professional Service Agreement
- Contractor's Application for Payment
- Contractor's Application Progress Estimate
- Contractor's application Stored Materials Summary
- Exhibit A, Building Specifications
- Exhibit B, Topo Map Site Plan

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this

document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of thirty calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____
Email Address: _____

INSTRUCTIONS TO PROPOSERS

Proposers will observe the following instructions. These instructions are supplementary to the Instructions contained in the "Request for Proposal" to which each Proposer shall also give particular attention in preparing their Proposal. The City is seeking proposals from qualified contractors for design build additions to the Parks Department building's Maintenance Bay and Office Area located at Parks Department, 191 Soccer Field Road, Glenwood Springs, Colorado.

CONTRACT DOCUMENTS:

The following together comprise the Contract Documents and are hereby made a part and parcel thereof:

Request for Proposal Cover Sheet
Instructions to Proposers
Bid Form
Bid Bond
Agreement
Notice of Award
Notice to Proceed
Change Order
Performance Bond
Payment Bond
Supplemental Conditions
Technical Specifications
Bid Schedule
Addendum to Professional Service Agreement
Contractor's Application for Payment
Contractor's Application Progress Estimate
Contractor's application Stored Materials Summary
Exhibit A, Building Specifications
Exhibit B, Topo Map Site Plan

Wherever the word "Contract" appears, it shall be held to include all the foregoing.

No less than all of the part of the Contract Documents shall constitute the formal Contract.

PURPOSE OF SOLICITATION - TO OBTAIN PROPOSALS/INFORMATION: The purpose of this Solicitation is to provide qualified Vendors with sufficient information regarding the City's needs in order to adequately prepare and submit a Request for Proposal for the design build of a maintenance bay addition and office space addition. Responses to this Solicitation are considered to be working documents while they are under consideration and, as such, are not subject to official bid openings. The only information released at the public opening of Responses to this Solicitation will be the names of the respondents. Only after staff makes an official recommendation of award will prices associated with the Solicitation be available as public record. Recapitulations of prices and evaluations will not be mailed out; they may be reviewed in person during normal business hours after the recommendation of award is made.

QUALIFICATIONS OF PROPOSERS:

If the Proposal Submittals section and or Bid Form require the Proposer to demonstrate qualifications for the project, each Proposer must submit the required information with his or her proposal. In addition to this, each Proposer must be prepared to submit, within five days of City's request, additional information such as proposed subcontractors, schedules, equipment, personnel, references, etc., that may be requested by City in order to evaluate the qualifications of proposers to perform the work.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

Before submitting a proposal, each Proposer must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize with local conditions that may in any manner affect performance of the work, (c) familiarize with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work, (d) carefully correlate observations with the requirements of the Contract Documents.

BID SECURITY:

The amount and type of Bid Security is stated in the Supplemental Conditions. The required security must be in the form of a certified or bank cashier's check made payable to the City, or a bid bond issued by a surety licensed to conduct business in the state where the Project is located and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Bid Security of the successful Proposer will be retained until he has executed the Agreement and furnished the required contract Security, whereupon it will be returned. If he fails to execute and deliver the Agreement and furnish the required Contract Security within ten days of the Notice of Award, City may annul the Notice of Award and the Bid Security of that Proposer will be forfeited. The Bid Security of any Proposer whom the City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of the seventh day after the executed Agreement is delivered by City to Contractor and the required Contract Security is furnished or the sixty-first day after the Proposal opening. Bid Security of other Proposers will be returned within seven days of proposal opening.

CONTRACT TIME:

The number of days for the completion of Work (the Contract Time) is set forth in the Proposal Documents and will be included in the executed Agreement. Any provisions for liquidated damages are set forth in the Bid Form and Supplemental Conditions.

SUB-CONTRACTORS:

The Supplementary Conditions require the identity of sub-contractors and/or suppliers to be submitted to City in advance of the Notice of Award, the apparent successful Proposer, and any other Proposer so requested, will within seven days after the day of the Proposal opening submit to City a list of all sub-contractors and suppliers. Such lists shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such sub-contractor, person and organization if requested by City. If City or Project Manager after due investigation has reasonable objection to any proposed sub-contractor, other person or organization, he may before giving the Notice of Award request the apparent successful Proposer to submit an acceptable substitute without an increase in his Proposal price. If the apparent successful Proposer declines to make any such substitution, he will thereby sacrifice his Bid Security. Any sub-contractor, other person or organization so listed and to whom City or Project Manager does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City and Project Manager.

Contractor shall not be required to employ any sub-contractor, other person or organization against whom he has reasonable objection.

PROPOSAL SUBMITTALS:

The following documents must be provided in each submitted proposal: Request for Proposal Cover Sheet, Issued Addendum, a list of three references for similar building projects, Bid Schedule, Bid Security, and a signed Addendum to Professional Services. Proposals shall be submitted at the time and place indicated in the Request for Proposal and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Proposer and accompanied by the Bid Security and other required documents.

Responses must be submitted electronically to bidresponse@cogs.us no later than the required time and date. Electronic bids sent to any other email address will be considered as non-responsive and deleted. Include #BD2021-011 in the subject line of the email. If your bid security is in the form of certified funds, those funds must be received prior to bid opening date and time.

MODIFICATION AND WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of Proposals.

RECEIVING OF PROPOSALS:

Proposals will be received as indicated in the Request for Proposal.

PRE-BID/PROPOSAL CONFERENCE: A pre-bid/proposal conference will be held on April 22, 2021, 11:00 am,

to discuss the proposal requirements. Contact Karstin Moser karstin.moser@cogs.us for pre-bid call-in information. You may submit any questions about the scope of the project to Karstin prior to the pre-bid meeting.

PROPOSALS TO REMAIN OPEN:

All Proposals shall remain open for ninety calendar days after the day of the Proposal opening, but City may, in its sole discretion, release any Proposal and return the Proposal Security prior to that date.

AWARD OF CONTRACT:

City reserves the right to reject any and all Proposals and waive any and all informalities, and the right to disregard all nonconforming or conditional Proposals or counter proposals.

In evaluating Proposals, City shall consider the qualifications of the Proposers, whether or not the Proposals comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. City may consider the qualifications and experience of sub-contractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of sub-contractors and other persons and organizations must be submitted as specified in the Supplementary Conditions. They may conduct such investigations as they deems necessary to establish the responsibility, qualifications and financial ability of the Proposers, proposed sub-contractors and other persons and organizations to do the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time. City reserves the right to reject the Proposal of any Proposer who does not pass any such evaluation to City's satisfaction.

If a contract is to be awarded, it will be awarded by the method of award listed below.

If the contract is to be awarded, City will give the apparent responsive, responsible Proposer a Notice of Award within ninety days after the day the Proposal opening.

Simultaneously with delivery of the executed counterparts of the Agreement to City, Contractor shall deliver to City the required Contract Security and Certificates of Insurance.

METHOD OF AWARD - EVALUATIVE SCORE BASED ON WRITTEN RESPONSE: It is the intent of the City to award this Contract to the Vendor who provides the best value for the City. For this Solicitation, the Evaluation Committee will score Responses based on the following criteria, in no particular order of importance.

- Similar Maintenance Bay and Office Building Projects
- Bonding Capabilities
- Pricing (Bid Schedule)
- Bid Security
- Completeness of Submitted Proposal

The City reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the City will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

SELECTION COMMITTEE: A selection committee will screen all submissions. Proposals will be evaluated based on the evaluation criteria as outlined in the Request for Proposal. Through this process the City will determine which proposals are acceptable or unacceptable. The City, in writing will notify participating firms whose proposals are deemed unacceptable. Those firms offering proposals deemed to be acceptable by the City will be considered for award by the Selection Committee. The selection committee may determine it necessary to require oral presentation/interviews with a short list of firms to ascertain acceptability of an offer. The committee may request clarifications to the proposal from each of the Offerors at the conclusion of the interviews.

BID FORM

FOR: _____
(Project Name)

TO: _____
(Owner)

(Address)

(City) (State) (Zip)

The undersigned (hereafter called the Proposer), a _____
(Corporation, Partnership or Individual)

_____, organized and/or doing business under the laws of the

State of _____, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the completion of all work stipulated in, required by, and in accordance with, the proposed contract documents hereto attached and the plans and other documents referred to therein (as altered, amended or modified by all addenda thereto). All in accordance with the Drawings, Specifications and other Contract Documents prepared by _____, for the sum as stated in the totals for the items proposed, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the requirements of the Supplemental Conditions, Technical Specifications and with the unit and/or lump sum prices stated in the items bid form attached hereto.

The undersigned has examined the location of the proposed work, the Drawings, Specifications and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed.

The undersigned Proposer hereby agrees to commence work under this contract on or before a date specified in the "Notice to Proceed" and to fully complete the project within 180 days.

The undersigned proposer further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive day thereafter as hereinafter provided in the Supplemental Conditions.

The undersigned Proposer hereby acknowledges receipt of any and all of the following Addenda:

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____

BID FORM (continued)

The proposal guarantee, the performance and payment bond, time of completion and other requirements related to the proposal shall be in accordance with either the Supplementary Conditions, Technical Specifications, Contract Documents or the items listed below:

OTHER REQUIREMENTS BY OWNER:

The Contractor must submit a list of at least 3 similar building projects, and three corresponding references.

The Contractor must submit bonding information to demonstrate the ability to bond this project.

In the event this Proposal is selected and a contract awarded to the undersigned, the following surety or sureties will sign the required Performance and Payment Bond:

_____	_____
_____	_____
_____	_____

The following proposed items form a part of the proposal:

DATE _____

Signature:

If an Individual: _____ doing
business as _____

If a Partnership: _____

By _____, member of Firm

If a Corporation: _____

By _____

Title _____

BID FORM (continued)

ATTEST: _____
Secretary

(CORPORATE SEAL)

Business Address of Proposer _____

If Proposer is a corporation, supply the following information:

State in which incorporated _____

Name and address of its:

President _____

Secretary _____

BID BOND

Know all by these Presents, that we, the undersigned, _____
(Name of Contractor)

_____ as Principal and
(Address of Contractor)

_____ as Surety, are
(Name and address of Surety)

hereby held and firmly bound unto _____
(Name of Owner)

as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this _____ day of _____, 2021.

The Condition of the above obligation is such that whereas the Principal has submitted to _____ a certain BID, attached hereto and hereby made a part hereof to enter a contract in writing for the _____.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal, shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performers of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, ad shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above

(Principal, Contractor)

(Surety)

BY: _____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

AGREEMENT

THE AGREEMENT, made this _____ day of _____, 2021 by and between the **City Of Glenwood Springs** herein called "OWNER" and _____, doing business as (an individual,) or (a partnership,) or (a corporation,) herein called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of _____ (the PROJECT).
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ____ calendar days after the date of the NOTICE TO PROCEED and will complete the same within ____ calendar days, unless the period for the completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - Request for Proposal Cover Sheet
 - Instructions to Proposers
 - Bid Form
 - Bid Bond
 - Agreement
 - Notice of Award
 - Notice to Proceed
 - Change Order
 - Performance Bond
 - Payment Bond
 - Supplemental Conditions
 - Technical Specifications
 - Bid Schedule
 - Addendum to Professional Service Agreement
 - Contractor's Application for Payment
 - Contractor's Application Progress Estimate
 - Contractor's application Stored Materials Summary
 - Exhibit A, Building Specifications
 - Exhibit B, Topo Map Site Plan

SPECIFICATIONS prepared or issued by _____ dated _____

ADDENDA:

- No. _____ dated _____, 2021.
- No. _____ dated _____, 2021.
- No. _____ dated _____, 2021.

6. The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the Technical Specifications such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) counterparts, each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST:

Name _____
(Please type)
Title _____

OWNER:

City Of Glenwood Springs

By _____
Name _____
Title _____

Address: 101 W. 8th St.
Glenwood Springs, CO 81601
Telephone: 970-384-6400

(SEAL)

ATTEST:

Name _____
(Please type)
Title _____

CONTRACTOR:

By _____
Name _____
(Please type)

Title _____

Address: _____

Telephone: _____

NOTICE OF AWARD

To: (Contractor) _____
(Address) _____
(City, State, Zip) _____

Project Description: _____

The OWNER has considered the PROPOSAL submitted by you for the above-described WORK in response to its Request for Proposal dated _____, 2021, and Instruction to Proposers.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Instructions to Proposers to execute the Agreement and furnish the required CONTRACTOR’S Performance BOND and certificates of Insurance within ten (10) days from the date of this Notice, or said OWNER will be entitled to consider all your rights arising out of said OWNER’S acceptance of your PROPOSAL as null and void and your BID SECURITY will be forfeited immediately to said OWNER as an agreed of liquidated damages

Dated this _____ day of _____, 2021.

City Of Glenwood Springs (Owner)

By _____

Title _____

Address _____

Telephone _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____,

this the _____ day of _____, 2021.

By _____

Title _____

Telephone _____

NOTICE TO PROCEED

To: (Contractor) _____ Date: _____, 2021
(Address) _____ Project: _____
(City, State, Zip) _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2021 on or before _____, 2021 and you are to complete the WORK within ____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2021

City Of Glenwood Springs
(OWNER)

By _____
Title _____
Address _____

Telephone _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____,
(CONTRACTOR)

this the _____ day of _____, 2021.

By _____
Title _____
Telephone _____

CHANGE ORDER

Order No. _____

Date _____

Agreement Date _____

NAME OF PROJECT: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by
\$ _____

The New CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date).

APPROVALS REQUIRED:

Approved by Project Manager: _____

Accepted by Contractor: _____

Accepted and Approved by Owner: _____

Federal Agency Approval (where applicable): _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Principal, and
(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

The City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601

Herein called Owner in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

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

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of such changes, extension of time, alteration or addition to the terms of the contract or to the work or to specifications.

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2021.

ATTEST/WITNESS

Principal (Contractor)

(Principal) Secretary

By _____

(SEAL)

(Address)

ATTEST/WITNESS:

(Surety)

(Surety) Secretary

By _____
Attorney-in-Fact

(SEAL)

(Address)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Principal, and
(corporation, partnership or individual)

(Name of Surety)

(Address of Surety)

duly organized and doing business under and by virtue of the laws of the State of _____, or registered to do business within the State of Colorado, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertaking required or authorized by the State of Colorado, hereinafter called Surety, are held and firmly bound unto

The City of Glenwood Springs
101 West 8th Street
Glenwood Springs, CO 81601

Herein called Owner in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

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

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of such changes, extension of time, alteration or addition to the terms of the contract or to the work or to specifications.

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2021.

ATTEST/WITNESS

Principal (Contractor)

(Principal) Secretary

By _____

(SEAL)

(Address)

ATTEST/WITNESS:

(Surety)

(Surety) Secretary

By _____
Attorney-in-Fact

(SEAL)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

Accompany this BOND with Attorney-in-Fact's authority from the Surety to execute the BOND, certified to include the date of the BOND.

SUPPLEMENTAL CONDITIONS

1. GENERAL DESCRIPTION OF WORK

Work under this contract shall include all labor, materials and equipment necessary to design and build additions to the maintenance bay and office spaces of the Parks building at 191 Soccer Field Road, Glenwood Springs, CO.

2. SCHEDULING OF WORK

The contractor shall submit a schedule showing the order in which the Contractor proposes to carry on the work including the estimated number of working days elapsed, when the several parts are to begin and the estimated number of calendar days required to complete the several parts. Said schedule shall be subject to the approval of the City. Should the City be of the opinion that, any schedule of operation as thus submitted is inadequate to secure the completion of the work in the time agreed upon or otherwise not in accordance with the specifications or the work is being inadequately or improperly prosecuted in any respect, the City may demand that the Contractor submit a new schedule and improve or change the prosecution of the work in such a manner as to ensure proper and timely execution.

3. MAINTENANCE AND GUARANTEE

The Contractor hereby guarantees that the entire work constructed by him under the contract will fully meet all requirements of the contract as to quality of workmanship and materials furnished by him. The Contractor hereby agrees to make at his own expense, any repairs or replacement caused by defects in materials or workmanship supplied by him that became evident within one year after the date of substantial completion. The Contractor shall restore to full compliance with the requirements of these specifications any part of the appurtenant works which, during the one-year period, is found to be deficient with respect to any provisions of the specifications. The Performance Bond, equal to 100% of the contract amount, shall remain in full force and effect through the guarantee period.

The Contractor shall make all repairs and replacements promptly upon notice by the City, which shall be confirmed in writing. If the Contractor fails to make such repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost thereof.

4. SUBCONTRACTORS

The work shall be done under the personal supervision of the Contractor. No part of this contract or any interest therein shall be sub-let or transferred without the written consent of the City. No such written consent shall in any way whatsoever release the Contractor from any obligation, either to the City or the persons employed by the subcontractors. In all cases, the subcontractors are to be considered merely as foreman, employed by the Contractor, and with other foremen employees of the Contractor, are subject to discharge. If the Contractor shall desire to sublet any portion of the work performed under this contract, he shall make written application to the City for permission to sublet. Such written application shall state the portion of the work to be so sublet, the name of the person to whom he proposes to sublet the work, the subcontractors experience with similar projects, and the equipment and/or materials the subcontractor will be using. The City is not to be understood as in any way assenting to the subletting of any portion of the contract unless his assent thereto is given in writing. By subletting any portion of this contract without written consent, the Contractor shall forfeit all right to any estimate of payment for the work done by such subcontractor.

5. WORK BY OTHERS

N/A

6. PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, a pre-construction conference will be held with the representative of the City, Project Manager, and Contractor. Time and place of the conference will be determined by the Project Manager. The purpose of the conference will be to discuss the following items relating to the project:

- A. Progress reports.
- B. Scheduling of Project Work (i.e. work hours, weekday and weekend).
- C. Submittals.
- D. Fire Prevention and Safety Requirements.
- E. Procedures for Partial and Final Payments.
- F. Contractor's compliance with required environmental permits
- G. Coordination with Utility Companies.
- H. Special requirements of the City.
- I. Identifying staging areas, and storage areas of materials

7. COMMUNICATIONS

1. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
2. All minor changes must be approved by the Project Managers.
3. Any notice to or demand upon the Contractor shall be sufficiently given if so delivered at the office of the Contractor stated on the Request for Proposal Cover sheet (or at such other office as the Contractor may from time to time designate). The notice shall be in a sealed, postage prepaid envelope or delivered with charges prepaid to any legal delivery company transmission in each case addressed to such office.
4. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the City of Glenwood, City Clerk, 101 W. 8th Street, Glenwood Springs, Co. 81601, and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any legal delivery company for transmission to said City at such address, or to such other representatives of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes.
5. Any such notice shall be deemed to have been given as of the time of actual delivery of (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

8. MATERIALS

N/A

9. "OR EQUAL"

N/A

10. STORAGE OF MATERIALS

Materials shall be so delivered, stored and handled as to assure the preservation of their quality and fitness for the work. Packaged materials shall be stored in original containers clearly identified with Manufacture's name, brand and model number. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection.

Private property shall not be used for material storage purposes without written permission of the City or Lessee. If requested by the Project Manager, copies of such written permission shall be furnished to him. All sites required for material shall be restored to their original condition by the Contractor at no additional expense to the City. Unless Contractor storage areas are otherwise provided, materials shall be stored in public rights of way or easements as established.

The Contractor shall be responsible for protecting all materials from damage, vandalism or theft. Materials shall be stored in such a manner so as not to create a hazard to the public or adjoining property.

11. TESTING OF MATERIALS

1. All tests and inspections as required by codes, ordinances or for material certification and construction as noted in the specifications, shall be paid by the City except those tests specifically noted in the General Conditions

herein as being paid by the Contractor. The City and Project Manager reserve the right to employ any testing certified company to perform a specific category of testing as may be noted herein. The costs of testing not paid by the City shall be paid by the Contractor and shall be included in the cost of the associated item of work as defined in the method of measurement and basis of payment noted in the specifications.

2. Tests shall be made by an independent testing laboratory and be acceptable to the City and Project Manager. Except as otherwise provided, sampling of materials, testing methods and testing equipment shall be in accordance with the latest standard or tentative method of the referenced specification.

3. Tests and procedures to be performed by the Contractor shall conform to the requirements of technical specifications, the referenced specifications and as otherwise required by the Project Manager.

12. SALES AND USE TAX

Sales tax shall not be included in the unit prices on the Bid Schedule. The City of Glenwood Springs, Co. is a tax-exempt entity. The Prime Contractor must apply to the Colorado Dept. of Revenue for a tax-exempt number using Form DR-172. The tax-exempt number of the City is 98-04162. It will be the responsibility of the Contractor to include appropriate subcontractor and suppliers on the form.

13. INSURANCE

INDEMNIFICATION: The successful Contractor shall indemnify and hold the City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor’s contractual obligations as outlined in this Solicitation. The Contractor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

INSURANCE: The Contractor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

General Liability

Policy form:	Occurrence
Policy Aggregate	\$ 2,000,000
Products/completed operations aggregate	2,000,000
Each occurrence limit	1,000,000
Personal & advertising injury limit	1,000,000
Products/completed operations Defense in excess of limits Per location / per job aggregate limit Blanket contractual Independent contractors Primary & non-contributory Show Waiver of Subrogation in favor of the City All locations / operations (if not, show city job/location specifically)	
Name the City as “Additional Insured”	

Automobile Liability:

Combined single limit:.....	\$ 1,000,000
Any auto	(or Hired & Non-owned, if you own no vehicles)
Show Waiver of Subrogation in favor of the City	
Primary & non-contributory	
Auto pollution liability	(IF you carry any hazardous cargo)
(If the Vendor is providing repairs to City vehicles on the Vendor's property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations)	
Name the City as “Additional Insured”	

Pollution Liability:

Policy form:	Occurrence
(if not, claims-made retro date must predate our contract or date of service)	
Blanket contractual	\$ 1,000,000
Primary & non-contributory	
Show Waiver of Subrogation in favor of the City	Per location/per job aggregate limit
Defense in excess of limits	
Designated Location or Operation must be shown as per your contract with the City	
Name the City as “Additional Insured”	

Workers’ Compensation:

Workers Compensation benefits:	per Colorado Statute
Employers liability – limit per accident	\$ 100,000
Employers liability – limit per disease	100,000
Employers liability – disease aggregate	500,000
All owners/officers who will be on City property or job site must be covered	
Show Waiver of Subrogation in favor of the City	
Coverage must apply to workers in Colorado	

Insurance companies providing the coverage’s specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than “A-“ by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage.

The City will not purchase property insurance or a “builder’s risk” policy.

14. UTILITIES AND UTILITY COORDINATION

Any electrical power needs of the Contractor, beyond what is on site, must be supplied by the Contractor.

The Contractor shall provide, at his expense, all necessary utilities required for his operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations to perform the work in a safe and satisfactory manner.

The Contractor shall have the authority and responsibility for coordination of work with the utility companies, including City owned utilities.

15. PERMITS

The Contractor will obtain all permits required for this work. The successful contractor must be licensed by the City prior to commencement of the work.

16. ADVANCE NOTICE OF WORK

N/A

17. WORKMANSHIP

1. The Contractor shall employ only trained, competent and skillful workmen to perform the work. Whenever the Project Manager shall notify the Contractor in writing that, in his opinion, a workman on the job site is incompetent, disorderly or improperly performing the contract work, the Contractor shall forthwith remove such person and not employ such person on any part of the work without written consent of the Project Manager.

2. The City or Project Manager may stop any work or any part of the work performed by the Contractor if the methods or conditions are such that unsatisfactory work might result, or if improper materials or workmanship are being used. The work shall not resume until remedial action is taken by the Contractor and approval for resumption of work is given by the City or the Project Manager. Any period of work stoppage for improper work will not entitle the Contractor to additional compensation or an extension to the contract Time of Completion.

18. APPLICABLE SAFETY CODE AND SITE CONDITIONS

1. All work shall be in conformance with Applicable Safety Codes. Applicable safety Code shall mean the latest edition including and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction", of the State of Colorado, Department of Labor and Employment, whichever is the more stringent for the applicable requirement.
2. Appropriate first aid facilities and supplies shall be kept at the work site, and the Contractor shall provide and maintain all measures as required by the State Industrial Commission.
3. The Contractor shall be solely responsible for safety on the project and shall designate a responsible member of his organization on the project whose duty shall be the prevention of accidents. This person shall have full authority to act on behalf of the Contractor.

19. CLEAN UP

No separate measurement or payment will be made for clean-up and dress-up of the construction site, or haul of materials from the project site. This work shall be considered incidental to the related item of work and any associated costs shall be the Contractor's responsibility.

1. The Contractor shall maintain a safe and clean work area to the maximum extent practicable and remove all waste containers, pallets, trash and debris, etc., from the premises at **regularly scheduled periods for the duration of the work**.
2. The Contractor shall provide a trash dumpster if necessary and haul directly to a legally designated landfill as needed. Trash shall not be allowed to be stored on the work site and it shall be prevented from blowing onto adjoining properties.
3. The project work site and all affected areas shall be dressed-up and finish graded to the satisfaction of the Project Manager and City at **regular intervals throughout the project work** and prior to the final acceptance of the project. The project area shall be restored to same or better condition as before construction.

20. FINAL INSPECTION

1. When improvements contained in the Contract are substantially complete, the Contractor shall notify the City or the Project Manager in writing that the work will be ready for inspection on a given date as stated in the notice. The notice should be given at least **ten (10) calendar days** prior to the date stated for inspection.
2. The Project Manager will require a Pre-Final inspection of the completed work. For all the work items not in conformance with the contract documents, the Project Manager will provide the Contractor with a "Punch List" of work items to be completed or corrected by the Contractor.
3. Upon completion of any "Punch List" items required of the Contractor, the Contractor shall give notice to the Project Manager requesting a Final Inspection and acceptance of the project work. If after the Final Inspection, all contract work is acceptable to the City and Project Manager, the Contractor may request final payment on the Contract.

Prior to final payment, the City shall publish a "Notice of Final Payment" to guarantee that all parties to the contract, i.e., sub-contractors, suppliers, etc. have been paid. The City may require that the Contractor provide additional information to substantiate payment to suppliers and sub-contractors.

21. LITIGATION

If any litigation from any claims, disputes or other matters in question arising out of or relating to this agreement, or the breach thereof, the successful party in the litigation shall be entitled to reasonable legal expenses as part of any judgment. Any and all litigation will take place in Garfield County, Colorado.

22. LIQUIDATED DAMAGES

Should the Contractor fail to complete the work, or any part thereof, in the time stipulated in the Agreement or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract Documents, the Contractor shall reimburse the Owner for the additional expense and damage for each calendar day, Sundays and holidays excluded, that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per diem rate stipulated on the Bid form. The said amounts are hereby agreed upon as liquidated damages for the loss to the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain.

It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor; and the Owner is authorized to deduct the amount of such damages from any monies due the Contractor for work performed or material furnished under this Agreement; and the Contractor and his Sureties shall be liable for any excess.

The Contractor agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive day thereafter as hereinafter provided in these Supplemental Conditions.

23. PAY ESTIMATES

N/A

24. SITE CONDITIONS

The Contractor shall provide on-site sanitary facilities, safe working conditions and emergency medical aid for workmen on the project site. **Construction equipment, tools, materials and workmen's private vehicles** shall be located in areas designated by the Project Manager or the City. Construction related items **shall not** interfere with traffic, utilities, or access to private property.

The Contractor shall maintain the project site in a safe condition for the general public by the use of barricades, fencing, and traffic warning devices in accordance with the MUTCD. Construction materials on the construction site shall be stored and secured so as not to become a hazard or otherwise endanger the public or property.

The Contractor shall confine all material storage and construction activity to the limits established by the City and Project Manager. The Contractor, Sub-Contractor and their workmen **shall not park equipment or vehicles outside of the established construction limits**. As required to confine the construction activity or as otherwise requested by the Project Manager, the Contractor **will be** required to install and maintain temporary construction fencing for the duration of the project work.

The Contractor shall protect all trees and shrubs in the vicinity of the contract work. Any damage or destruction of trees and shrubs will require replacement by the Contractor at no additional cost to the City.

25. WORK HOURS

Work hours will be as set out in the City's Municipal Code, as amended.

26. EXTRA WORK

N/A

27. INSPECTION

The City will provide inspection of the work. The Contractor shall not cover any work or open holes until inspected by the Project Manager or his representative. The Project Manager may require work not inspected to be uncovered for inspection with no additional cost to the City.

28. CITY SUPPLIED MATERIALS

N/A

29. CONSTRUCTION ACCESS AND CONTRACTOR TRAILER

If additional construction access other than provided by the City is required by the Contractor to perform any construction activity, the Contractor shall be responsible for obtaining such access from private property owners. Such access obtained by agreement between the private property owner and the Contractor shall be obtained in writing in advance of the project work. A copy of any written approval for such access shall be provided to the Project Manager.

The Contractor shall locate the contractor trailer, dumpsters, workers vehicles, equipment, and all other items necessary to complete the work at the site within areas that are approved by the City. The Contractor shall be responsible for the security of the Contractor's storage area, Contractors trailer and its contents including any record documents relating to the contract work.

31. RESPONSE TO QUESTIONS

Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to *Ryan Muse*, City Clerk, City of Glenwood Springs, 101 West 8th Street, Glenwood Springs, Colorado 81601, bidresponse@cogs.us, fax number 970-945-2597. The contractor submitting the question shall be responsible for ensuring that the question is received by the City Clerk at least seven (7) calendar days prior to the scheduled opening of the Solicitation.

An agent of the City's Procurement Department who is authorized to act on behalf of the City must make any official interpretation of this Solicitation. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Procurement Department.

32. PROJECT MANAGER

Dan Roper, Parks Superintendent, will be the Project Manager for this project.

33. ORDER OF PRECEDENCE

The General Conditions, these Supplemental Conditions, the Plans, Technical Specifications and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In the event of conflicting requirements, statements or provisions contained within these contract documents, the documents shall supersede each other in the following order (highest to lowest precedence):

1. Change Orders
2. Addenda issued during the bid
3. Invitation to Bid Cover Sheet
4. Instruction to Bidders
5. Agreement
6. Addendum to Professional Services
7. Supplemental Conditions
8. Bid Form
9. Exhibit A, Specifications and Products
10. Exhibit B, Installation Plans and Details
11. Exhibit C, Bid Worksheet
12. Standard General Conditions

The Contractor shall not take advantage of any apparent error or omission in the Contract. If the Contractor discovers an error or omission, the Project Manager shall be immediately notified. The Project Manager will make corrections and interpretations as necessary to fulfill the intent of the Contract.

34. PROPOSAL DOCUMENTS

Contractors will be provided with one set of proposal documents.

35. REFERENCES FOR SIMILAR MAINTENANCE BAY BUILDING PROJECTS

All proposers must submit a list of at least three (3) references that they have provided for similar type maintenance bay building projects. If reference list is not submitted at time of proposal then their proposal may be considered as non-responsive.

36. MAINTENANCE OF TRAFFIC

Contractor will be responsible for installing a traffic control device at the access connection and advanced warning signs for truck traffic leaving the site.

37. BONDING REQUIREMENTS

1. The successful Contractor must provide a Performance Bond and Payment Bond, equal to 100% of the contract amount. The Performance Bond shall remain in full force and effect through the guarantee period.
2. Each proposal must be accompanied by a bid bond, or certified check, in the amount of 5% of the bid proposal. The Proposal Guarantees accompanying the three lowest proposals may be held until the contract is awarded provided this period does not exceed 60 calendar days. The Proposal Guarantees accompanying the other proposals will be returned promptly after the bid prices have been compared.

38. RETAINAGE

(1)(a) A public entity awarding a contract exceeding one hundred fifty thousand dollars for the construction, alteration, or repair of any highway, public building, public work, or public improvement, structure, or system shall authorize partial payments of the amount due under such contract at the end of each calendar month, or as soon thereafter as practicable, to the contractor, if the contractor is satisfactorily performing the contract. The public entity shall pay at least ninety-five percent of the calculated value of completed work. The withheld percentage of the contract price of any contracted work, improvement, or construction may be retained until the contract is completed satisfactorily and finally accepted by the public entity.

(b) The public entity shall make a final settlement in accordance with [section 38-26-107, C.R.S.](#), within sixty days after the contract is completed satisfactorily and finally accepted by the public entity.

(c) If the public entity finds that satisfactory progress is being made in any phase of the contract, it may, upon written request by the contractor, authorize final payment from the withheld percentage to the contractor or subcontractors who have completed their work in a manner finally acceptable to the public entity. Before the payment is made, the public entity shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work.

(2) Whenever a contractor receives payment pursuant to this section, the contractor shall make payments to each of his subcontractors of any amounts actually received which were included in the contractor's request for payment to the public entity for such subcontracts. The contractor shall make such payments within seven calendar days of receipt of payment from the public entity in the same manner as the public entity is required to pay the contractor under this section if the subcontractor is satisfactorily performing under his contract with the contractor. The subcontractor shall pay all suppliers, sub-subcontractors, laborers, and any other persons who provide goods, materials, labor, or equipment to the subcontractor any amounts actually received which were included in the subcontractor's request for payment to the contractor for such persons, in the same manner set forth in this subsection (2) regarding payments by the contractor to the subcontractor. If the subcontractor fails to make such payments in the required manner, the subcontractor shall pay said suppliers, sub-subcontractors, and laborers interest in the same manner set forth in this subsection (2) regarding payments by the contractor to the subcontractor. At the time the subcontractor submits a request for payment to the contractor, the subcontractor shall also submit to the contractor a list of the subcontractor's suppliers, sub-subcontractors, and laborers. The contractor shall be relieved of the requirements of this subsection (2) regarding payment in seven days and interest payment until the subcontractor submits such list. If the contractor fails to make timely payments to the subcontractor as required by this section, the contractor shall pay the subcontractor interest as specified by contract or at the rate of fifteen percent per annum whichever is higher, on the amount of the payment which was

not made in a timely manner. The interest shall accrue for the period from the required payment date to the date on which payment is made. Nothing in this subsection (2) shall be construed to affect the retention provisions of any contract.

39. METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE

It is the intent of the City to award this Contract to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the City's Response Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses based on the following criteria:

- Similar Maintenance Bay and Office Building Projects
- Bonding Capabilities
- Pricing (Bid Schedule)
- Bid Security
- Completeness of Submitted Proposal

The City reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the City will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

40. PRE-BID/PROPOSAL CONFERENCE: A pre-bid/proposal conference will be held on April 22, 2020, 11:00 am, to discuss the proposal requirements. Contact Karstin Moser karstin.moser@cogs.us for pre-bid call-in information. You may submit any questions about the scope of the project to Karstin prior to the pre-bid meeting.

TECHNICAL SPECIFICATIONS

INTRODUCTION TO THE TECHNICAL SPECIFICATIONS:

The Technical Specifications shall apply to the various items of work described in the Contract. Within this Technical Specification the City hereby incorporates Division 200 through Division 700 of the most current edition of the State of Colorado Department of Transportation, "Standard Specifications for Road and Bridge Construction". When the following terms are used they shall mean respectively:

State or Department	Local Public Agency
Project Manager or Engineer	City of Glenwood Springs
Inspector	City of Glenwood Springs
Owner	City of Glenwood Springs
Laboratory	Laboratory designated by the Project Manager or City of Glenwood Springs

The Bid Sheet includes references to the State of Colorado Department of Transportation, "Standard Specifications for Road and Bridge Construction". The most recent edition of this document shall be the standard of construction for methods and materials, unless otherwise modified below.

Basis of Payment for each item shall be as assigned in the Bid Sheet.

Applicable Safety Code: Shall mean the latest editions including and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction, or The State of Colorado, Department of Labor and Employment, Colorado Occupational Safety and Health Act, whichever is the more stringent for the applicable requirement.

These Specifications: Where used in the text of the Technical Specifications items shall mean the Technical Specifications of this Contract.

Bid Proposal Items: Payment will only be made for items in the Bid Schedule. Other items may be included in the specifications, but payment for items not listed in the Bid Proposal will be included in the cost of other items of work.

Abbreviations: The following abbreviations of the names of agencies promulgating referenced specifications are used herein:

AAMA	Architectural Aluminum Manufacturers Association
AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGC	American General Contractors
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standard Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society

AWWA	American Water Works Association
CDOT	Colorado Department of Transportation
FMHA	Farmers Home Administration
JIC	Joint Industrial Council
IPCEA	Insulated Power Cable Engineers Association
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Act
RICS	Roofing Inspection and Consulting Service
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code
UL	Underwriter's Laboratory
USAS	United States of America Standard
U.S. EPA	United States Environmental Protection Agency

The following abbreviations may be found in the Specifications:

A.C.	Alternate current
AWG	American Wire Gage
B.M.	Bench Mark
CAB	Crushed Aggregate Base
C-C	Center to Center
C&G	Curb and Gutter
CDOT	Colorado Department of Transportation
CIP	Cast Iron Pipe
CMOS	Ceramic Metal Oxide Silica
CMP	Corrugated Metal Pipe
Conc.	Concrete
DIP	Ductile Iron Pipe
D.C.	Direct Current
EMT	Electrical Metal Tubing
F.H.	Fire Hydrant
G.V.	Gate Valve
HOA	Hand-Off-Automatic
hp	Horsepower
HTH	Calcium Hypochlorite
I/O	Input/Output
kw	Kilowatt
LB	Pound
LED	Light Emitting Diode
Max.	Maximum
MCC	Motor Control Center
Min.	Minimum
OD	Outside Diameter
PID	Proportional Integral Derivative
PROM	Programmable Read Only Memory
PSI	Pounds per square inch
PVC	Polyvinyl Chloride
RAM	Random Access Memory
SCH	Schedule
SDR	Size Dimension Ratio
SPDT	Single Pole Double Throw

PARKS BUILDING PROJECT

DESCRIPTION

Work under this contract shall include all labor, materials and equipment necessary to perform design build additions to the maintenance bay and office spaces of the parks building at 191 Soccer Field Road, Glenwood Springs, CO. **The City is seeking Proposals from qualified Contractors for this Parks Building Project. The City, at its sole discretion, will make the final determination as to which proposal(s) shall meet or exceed these specifications.**

Proposals must include the following:

1. **Ability to meet the construction and installation specifications as stated in Exhibit A**
2. **Submitted conceptual drawings for Parks building additions being proposed**
3. **Bid bond**
4. **Three similar building projects/references**
5. **Bonding capabilities**
6. **Pricing for design and build project, Bid Schedule**
7. **Request for Proposal Cover Sheet**
8. **Issued Addendum**
9. **Signed Addendum to Professional Services**

Responses must be submitted electronically to bidresponse@cogs.us no later than the required time and date. Electronic bids sent to any other email address will be considered as non-responsive and deleted. Include #BD2021-011 in the subject line of the email. If the bid security is in the form of certified funds, those funds must be received prior to bid opening date and time.

**BID SCHEDULE
CITY OF GLENWOOD SPRINGS
PROPOSAL FOR PARKS BUILDING PROJECT
PROPOSAL #BD2021-011**

	Total Cost
Bidding total amount for design and construction of the building additions being proposed.	\$

BIDDING _____ TOTAL DAYS TO COMPLETE BUILDING ADDITIONS

SUBMITTED BY:

Name _____

ADDRESS _____

City _____ State _____ Zip _____

Corporate Seal

Firm Name * _____

Signature _____

Title _____

Phone (_____) _____ - _____

* Insert " Corporation, Partnership " etc.

Responses shall be delivered to the following address:

Responses must be submitted electronically to bidresponse@cogs.us no later than the required time and date. Electronic bids sent to any other email address will be considered as non-responsive and deleted. Include #BD2021-011 in the subject line of the email. If the bid security is in the form of certified funds, those funds must be received prior to bid opening date and time.

City of Glenwood Springs
Addendum to Professional Services Agreement

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, agrees and certifies that:

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.
4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to City that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>)
7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.
8. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.
9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

CONTRACTOR

DATE: _____

BY: _____