

**SUBJECT: AWARD CONTRACT TO NORTHWEST ROOFING FOR PARKS
HAIL DAMAGE REPAIRS**

DATE: APRIL 16, 2019

PRESENTED BY: JORGE CALDERON, FACILITIES MANAGER

SUMMARY:

Staff recommends awarding a contract to Northwest Roofing in the amount of \$155,990 along with a contingency of \$7,000 (5%) for unforeseen conditions for hail related roofing repairs at the Parks.

The City of Louisville experienced a severe hailstorm on June 18, 2018, which resulted in extensive damage to City facilities. This contract is one of several contracts that will be slowly coming forward seeking approval by City Council as scopes of work and insurance approvals are completed.

The Parks hail damage RFP was publically advertised in the *Daily Camera*, Rocky Mountain E-Purchasing website and the City's website. Ultimately four (4) contractors submitted a proposal.

This RFP includes all of the Parks facilities damaged by hail: Miners Field, Cottonwood Park, the Skate Park & Arboretum, the Sports Complex, the Community Garden, Annette Brand Park, Cleo Mudrock Park, and Joe Carnival Park.

The three proposals are summarized below:

Contractor	Total Price
Northwest Roofing	\$155,990.00
Top That Roofing	\$163,317.61
Progressive Roofing	\$159,223.00

Northwest Roofing submitted the lowest overall price for all work. In addition, Northwest Roofing has agreed to work with Travelers Insurance to identify unforeseen items missed in the scope of work and to guarantee that pricing will not exceed the final amount approved by the insurance company for work that is covered by insurance.

FISCAL IMPACT:

The current replacement value of work approved by Travelers is approximately \$155,990 and fully covered by insurance proceeds.

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PROGRAM/SUB-PROGRAM IMPACT:

Hail damage impacted facilities across several programs. In general, the repair of hail damage supports the desire to have facilities that are well maintained. In this case, the hail repairs provide facilities that are safe and functional in addition to being well maintained.

RECOMMENDATION:

Staff recommends awarding the Contract to Northwest Roofing in the amount of \$155,990 along with a contingency of \$7,000 (5%) for unforeseen conditions (if necessary, also covered by insurance proceeds).

ATTACHMENT(S):

1. Northwest Roofing Agreement with specifications
2. Request for Proposals

NORTH WEST
ROOFING

CONTACT: - MATI RAWSON
720-220-6625

BID FORMS

PROJECT: 2019 Parks Hail Damage
PROJECT NUMBER: 2019-HD-BP3
OWNER: CITY OF LOUISVILLE, COLORADO

THIS BID IS SUBMITTED TO: THE CITY OF LOUISVILLE, COLORADO

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date):

Date	Number
<u>#1</u>	<u>3-15-19</u>
 - (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - (d) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work in accordance with Contract Documents for the following price(s):

SCHEDULE OF UNIT PRICES
Exhibit B

PROJECT: 2019 Parks Hail Damage
PROJECT NUMBER: 2019-HD-BP3
OWNER: CITY OF LOUISVILLE, COLORADO

2019 Parks Hail Damage (including all items specified in the Request for Proposals and its attached specifications listed as base bid or alternate)

16 Miner' Field	\$ <u>11,985</u>
Alternate #16a – Miner's Field Concession, R & R gutters	\$ <u>950</u>
18 Cottonwood Park	\$ <u>9,895</u>
19 Heritage Park <u>excluding restrooms</u>	\$ <u>22,998</u>
Heritage Park Deduction – exclude replacement of dugout roofs	\$ (<u> </u>)
Alternate #19a Heritage Park restrooms only	\$ <u>9,000</u>
<u>REST ROOM SKYLIGHT - CUSTOM PYRAMID POLY.C.</u>	<u>8,400</u>
29 Skate Park and Arboretum	\$ <u>13,895</u>
32 Sports Complex	\$ <u>59,931</u>
Alternate #32a – curbed & domed skylight in Restrooms	\$ <u>1,950</u>
Alternate #32b – Pump house, add 3'x3' skylight	\$ <u>695</u>
49 Community Garden	\$ <u>1,900</u>
Annette Brand Park	\$ <u>5,991</u>
Cleo Mudrock Park	\$ <u>4,300</u>
Cleo Mudrock Park Deduction – exclude replacement of dugout roofs	\$ (<u>3,400</u>)
Joe Carnival Park	\$ <u>2,000</u>
Performance and Payment Bond if awarded (must equal total contract price)	\$ <u>2,100</u>

Alternates:

- For any proposed alternates/upgrades to the base specification not included on this price sheet please include a separate pricing sheet describing the building affected, the specific components upgraded and the additional cost versus the base bid. Please include submittals if appropriate.

Estimated time to start work after Notice to Proceed

2 WEEKS

Estimated days to complete all work

* 8 WEEKS

*** DEPENDENT ON WEATHER AND PARK ACTIVITIES**

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work;

will be substantially complete and completed and ready for final payment in accordance with the contract on or before the dates or within the number of Contract Days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

- (a) Certification of EEO Compliance
- (b) A list of Subcontractors and other persons and organizations proposed to perform the Work are required to be identified on the Schedule of Subcontractors and submitted in this Bid;
- (c) Anti-Collusion Affidavit; and
- (d) Contractor's Pre-Contract Certification Regarding Employing Illegal Aliens.

7. Communications concerning this Bid shall be addressed to:
The address of BIDDER indicated below.

Matt Rawson c/o North West Roofing
2755 S. Locust St #200
Denver CO 80222

720-220-6625

MATRAWSON@CENTURYLINK.NET

8. Terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on 4-9, 2019

If BIDDER is:

An Individual

By _____
(Individual's Name)

(SEAL)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____
(Firm Name)

(SEAL)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By Northwestern Builders Inc. dba North West Roofing
(Corporation Name)

Colorado
(State of incorporation)

By _____
(Name of person authorized to sign)

(Title)

(CORPORATE SEAL)

Attest Mia Campbell
(Secretary)

Business address: 2755 S. Locust Street, Suite 200
Denver, CO 80222

Phone No.: 303.804.0303 (office) 720.220.6625 (Matt Rawson)

Date of Qualification to do business: 3.29.1962

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

Phone Number and Address for receipt of official communications

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

SCHEDULE OF SUBCONTRACTORS

PROJECT: 2019 Parks Hail Damage
PROJECT NUMBER: 2019-HD-BP3
OWNER: CITY OF LOUISVILLE, COLORADO

This Bid is based on subcontracting certain portions of the work to subcontractors as listed below.

Name: Andalar, Inc. (Angel Andazola) Telephone No. 720-277-1958
Address: 2601 S. Lowell Blvd
City: Denver State: CO Zip Code: 80219
Services/equipment to be provided: Roofing - Metal

Name: Union Gutters Telephone No. 720-569-3991
Address: 2832 W. Park Place
City: Denver State: CO Zip Code: 80219
Services/equipment to be provided: Gutters

Name: American Dreams Construction Telephone No. 720-249-6430
Address: 7250 S. Quince Street
City: Centennial State: CO Zip Code: 80112
Services/equipment to be provided: Roofing - Shingle

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

ANTI-COLLUSION AFFIDAVIT

PROJECT: 2019 Parks Hail Damage
PROJECT NUMBER: 2019-HD-BP3
OWNER: CITY OF LOUISVILLE, COLORADO

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a BIDDER or potential prime BIDDER.
- 2A. Neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a BIDDER or potential prime BIDDER on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the Bid of any other firm or person who is a BIDDER or potential prime BIDDER on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is BIDDER or potential prime BIDDER to refrain from bidding on this project, or to submit a Bid higher than the Bid of this firm, or any intentionally high or noncompetitive Bid or other form of complementary Bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a BIDDER or potential prime BIDDER on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The Bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the OWNER of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

CONTRACTOR'S FIRM OR COMPANY NAME

SECOND CONTRACTOR'S FIRM OR
COMPANY NAME (IF JOINT VENTURE)

BY:

Scott Nakayama

BY:

TITLE:

Director of Operations

TITLE:

DATE:

3.18.19

DATE:

SWORN BEFORE ME THIS

18th

DAY OF

March

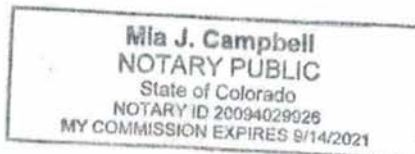
2019

NOTARY PUBLIC:

Mia J. Campbell

MY COMMISSION EXPIRES:

9.14.21



CERTIFICATION OF EEO COMPLIANCE

PROJECT: 2019 Parks Hail Damage
PROJECT NUMBER: 2019-HD-BP3
OWNER: CITY OF LOUISVILLE, COLORADO

Instructions: BIDDER's and Subcontractors must complete and submit this form with the Bid Form. This is required by the Equal Employment Opportunity Regulations 41 CFR 1.7 (b) (1).

1. ☐ Yes ☒ No I have developed and have on file at each establishment an affirmative action program as required by 41 CFR Chapter 60, Part 60-2.
2. ☐ Yes ☒ No I have participated in a previous contract/subcontract subject to the equal opportunity clause.
3. ☐ Yes ☒ No I have filed with the Joint Reporting Committee, the Director, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best of my knowledge.

CONTRACTOR
☒ BIDDER ☐ PROPOSED SUBCONTRACTOR

BY: MATT RAWSON

TITLE: SR. PROJECT MGR.

DATE: 4-9-19

Prohibition Against Employing Illegal Aliens

PROJECT: 2019 Parks Hail Damage
PROJECT NUMBER: 2019-HD-BP3
OWNER: CITY OF LOUISVILLE, COLORADO

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contract has verified or attempted to verify through participating in the basic pilot program as defined in C.R.S. Section 8-17.5-101(1) ("Program") that Consultant does not employ any illegal aliens and, if Consultant is not accepted into the Program prior to entering into this contract, that Consultant shall apply to participate in the Program every three months until Consultant is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the Program is discontinued. Consultant is prohibited from using the Program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Consultant obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Consultant shall:

- a. Notify the subcontractor and the City within three days that the Consultant 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 days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

If Consultant violates a provision of this Contract required pursuant to C.R.S. Section 8-17.5-102, the City may terminate the contract for breach of contract. If the contract is so terminated, the Consultant shall be liable for actual and consequential damages to the City.

**Contractor's Pre-Contract Certification
Regarding Employing Illegal Aliens**

PROJECT: 2019 Parks Hail Damage
PROJECT NUMBER: 2019-HD-BP3
OWNER: CITY OF LOUISVILLE, COLORADO

The proposer of public services to the City of Louisville identified below (hereafter "the Proposer"), hereby certifies as follows:

That at the time of providing this certification, Proposer does not knowingly employ or contract with an illegal alien; and that Proposer has participated in or attempted to participate in the Basic Pilot Program administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

Dated this 9 day of APRIL, 2019.

Proposer: NORTHWEST ROOFING

By: MATT RAWSON

Title: SR. PROJECT MGR.

SAMPLE AGREEMENT

PROJECT: 2019 Parks Hail Damage
PROJECT NUMBER: 2019-HD-BP3
OWNER: CITY OF LOUISVILLE, COLORADO

This Agreement, is made and entered this 9 day of APRIL, 2019 by and between the City of Louisville ("City"), a Colorado municipal corporation and NORTH WEST ROOFING [insert Contractor's legal name] ("Contractor").

THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work – Price.** The Contractor agrees to perform for the City all of the work set forth in Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Work"). The City agrees to pay, in full payment for the performance of the Work in compliance with this Agreement, an amount not to exceed \$ 155,990 [insert lump sum contract amount]. Costs for the Work shall not exceed those shown in Exhibit B. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, bonds, materials, tools, and equipment for the completion of the Work. Contractor will construct and complete the Work in a thorough and workmanlike manner in every respect to the satisfaction and approval of the City, within the time specified herein.

2. **Contract Documents.** The Work shall be done in strict accordance with all scope of Work documents attached hereto as Exhibit A and with the following additional documents: **2018 Golf Course Hail Damage Scope of Work and Specifications**. All of such documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein.

3. **Compliance and Licensing.** a. Contractor shall be responsible for providing any measures necessary for insuring the safety of the public during the performance of the work, such as barricading and traffic control, in accordance with the requirements of the City.

b. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to grading permits and laws concerning the control of fugitive dust. The Contractor shall not be required to pay any grading permit fees, cut fees, water tap fees, or use taxes required by the City of Louisville.

c. Contractor and all subcontractors performing the Work provided for in this Agreement shall be licensed contractors in the City of Louisville and shall pay the required fees for such license.

4. **Relationship of Contractor to City.** Contractor covenants to furnish its best skill and judgment and to cooperate with the City's Project Manager and Field Manager, as identified herein, and all other persons and entities in furthering the interests of the City. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all

times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the City.

5. **Project and Field Manager.** The City's Project Manager for the purposes of the Work is the following or such other person as the City may designate in writing: David Szabados. The City's Field Manager for the purposes of communicating with Contractor in the field and coordinating City efforts in the field is David Szabados. Change orders may only be authorized by the persons listed in Section 17.

6. **Time of Commencement and Completion.** a. No Work shall be commenced until after a pre-construction meeting of the Contractor and City representatives as appropriate, and until the City has in writing instructed the Contractor to commence work.

b. The Contractor shall finally complete all Work in a manner acceptable to the City, and in compliance with this Agreement **by xxxxxx xx, 2018**. Prompt completion of the Work is essential to the City, and time is of the essence in all respects regarding this Agreement and the Work. Payment for the Work shall only be made after the Work has been finally completed and accepted by the City.

c. **LIQUIDATED DAMAGES.** The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 6b above, plus any extensions agreed to in writing and signed by both the OWNER and CONTRACTOR. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **TWO HUNDRED FIFTY DOLLARS (\$250)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

7. **Price of Work - Payment.** a. Payments of the entire contract price shall be made to Contractor in a single, lump sum payment within 30 days after final completion of the Work and acceptance thereof by the City. The contract price set forth in Section 1, shall be inclusive of all costs of whatsoever nature associated with the Contractor's Work efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside fees. The scope of Work and payment therefor shall only be changed by a properly authorized amendment to this Agreement.

8. **Scope of Payment.** The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, services, and incidentals necessary to complete the Work and for performing all Work. The City's payment for the Work shall not relieve the Contractor of any obligations to correct any defective Work or materials. No funds payable under this Agreement shall become due and payable, if the City so elects, until the Contractor shall satisfy the City that it has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith. The City may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the City may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the City in lieu of the bond so executed by such surety.

9. **Observation of All Laws.** It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

10. **Contractor's Responsibility for Work.** Until the final acceptance of the Work by the City in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by City, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this Section upon final acceptance of the Work by City, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

11. **Termination of Contractor's Responsibility.** The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by City in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Agreement regarding the Contractor's guaranty of work.

12. **Indemnification.** To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all

liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

13. **Insurance and Bonds.** a. The Contractor shall not begin the Work until it has obtained all insurance and bonds required by this Section and such insurance and bonds have been approved by City. The Contractor shall not allow any subcontractor to begin any efforts on the Work until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- (1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.
- (2) Comprehensive General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed

operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests' provision.

- (3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of CONTRACTOR's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests' provision.
- (4) The CONTRACTOR shall provide and maintain builder's risk insurance upon the entire project equal to one hundred percent (100%) of the insurable value thereof. Such insurance shall cover any and all physical damage including, without limitation, damage caused by fire, vandalism, malicious mischief, blasting, excessive surface runoff or storm water, high winds and other occurrences covered in a standard extended coverage endorsement. The policy shall remain in effect until the Work is accepted as substantially complete.

c. **The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the City, and its officers and employees, as additional insured.** Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

d. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall identify the Work and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy.

e. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against monies due to Contractor.

f. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

g. **If the contract price set forth in Section 1 exceeds \$50,000, the Contractor shall include in the not to exceed price, a performance bond and payment bond in an amount equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations hereunder, including but not limited to the guaranty period provided in Section 16.** These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the City and executed by such sureties licensed to conduct business in Colorado that are acceptable to the City.

14. Evidence of Satisfaction of Liens. Contractor shall provide City with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefore under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the City is reasonably satisfied that all claims or liens have been satisfied by Contractor or have been secured against as provided in C.R.S. section 38-26-101 et seq.

15. Acceptance of Work. No act of the City, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of City. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by City or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

16. Guaranty of Work. Contractor agrees to guarantee all Work under this Agreement for a period of one year from the date of final acceptance by the City. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by City, then the Contractor shall, when notified by City, immediately place such guaranteed Work in a condition satisfactory to City. The City shall have all available remedies to enforce such guaranty, except that City shall not have any work performed independently to fulfill such guaranty and require Contractor to pay City such sums as were expended by the City for such work, unless the City has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

17. **Timing of Change Orders.** The City shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner as the City schedule permits. The Project Manager, pursuant to the City's purchasing policies, shall be authorized to approve any single change order which does not exceed \$2,500 or which does not affect or decreases the price of the Work. The Project Manager, with the written concurrence of Director of Public Works, shall be authorized to approve any single change order which does not exceed \$5,000. All other change orders which increase the price of the Work shall be approved or denied in writing by the City only after formal action has been conducted in accordance with City Purchasing Policies. Contractor shall provide all supporting documentation for any requested change order prior to City action thereon.

18. **No Assignment.** This Agreement and any rights and obligations hereunder, including but not limited to rights to moneys due or that may become due, shall not be assigned by the Contractor without the prior written approval of the City.

19. **Governing Law.** This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of Boulder County in connection with any dispute arising out of or in any matter connected with this Agreement.

20. **Equal Opportunity Employer.** a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the City.

21. **Independent Contractor.**

a. Contractor and any persons employed by Contractor for the performance of Work hereunder shall be independent contractors and not employees or agents of the City. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the City to oversee the actual work of the Contractor or to instruct any individual as to how the Work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

c. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE CITY, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.**

22. **Execution.** The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been duly authorized to execute this Agreement on Contractor's behalf and has the power to bind Contractor to the terms and conditions hereof.

BY THEIR SIGNATURES, the parties agree to the terms of this Agreement this ____ day of _____, 20__.

[Signatures on Following Page]

City of Louisville _____

By: _____
Robert P. Muckle, Mayor

By: _____

ATTEST:

City Clerk

ACKNOWLEDGEMENT (Contractor)

STATE OF COLORADO)
)ss
COUNTY OF _____)

The above and foregoing signature of _____ was subscribed and sworn to before me this ____ day of _____, 20__.

Witness my hand and official seal.

My commission expires on: _____

(SEAL)

Notary Public

REQUEST FOR PROPOSALS

PROJECT: 2019 Parks Hail Damage Repairs
PROJECT NUMBER: 2019-HD-BP3
OWNER: CITY OF LOUISVILLE, COLORADO

INTRODUCTION

The City of Louisville is inviting proposals from highly qualified general and commercial roofing contractors to repair hail damage caused by the June 18, 2018 hail storm at Parks locations in the City of Louisville.

NOTICE IS HEREBY GIVEN, proposals should be prepared and submitted using the attached Documents and Bid Forms which addresses the needs outlined herein. Proposals will be accepted until **4:00 PM on March 19, 2019**. Late proposals will not be accepted. Proposals shall be submitted via email in pdf format to:

David Szabados, Project Manager
daves@louisvilleco.gov.

OBJECTIVE

The objective of this Request for Proposals is to select a highly qualified contractor with demonstrated experience in the installation and repair of roofing systems, related roofing components along the Colorado Front Range.

PROJECT NARRATIVE

The City of Louisville Parks suffered extensive hail damage on June 18, 2018. Most of the damage is to roofing systems, although the damage did extend to other building components. The City is working with Travelers Insurance to replace or repair hail damaged building components.

ROOFING SPECIFICATION & SCOPE OF WORK

The included specification includes a list of general and specific requirements for this project.

A detailed scope of work has been provided by Travelers Insurance and is include for each building. **The expectation is that the detailed work be turnkey by the Contractor, except for exclusions listed in the Specifications.** Below is a brief summary of the scope of work for each building:

16 Miners Field

- Dugouts (quantity – 2); remove and replace roofs, gutters & downspout
- Concession: remove and replace roof, steel door
- Storage Shed: remove and replace roof, gutter & downspout

18 Cottonwood Park

Restroom: remove and replace roof
Pavilion: remove and replace roof

19 Heritage Park

- Picnic Table Awning: remove and replace roof
- Dugouts (quantity – 2): remove and replace roof
- Bathroom: remove and replace roof and skylight (Alternate 19a)
- Pavilion: remove and replace roof

29 Skate Park & Arboretum

- Arboretum: remove and replace roof

32 Sports Complex

- Dugouts (quantity – 8): remove and replace roof
- Communications building: remove and replace roof
- Pavilion #1: remove and replace roof
- Pavilion #2: remove and replace roof
- Pavilion #3: remove and replace roof
- Restrooms: remove and replace roof and polycarbonate twin wall skylight
- Maintenance shed: remove and replace roof
- Storage shed: remove and replace roof
- Pump house: remove and replace roof

49 Community Garden

- Storage shed: remove and replace roof
- Pergola: clean and paint
- Bench: clean and paint

Annette Brand Park

- Pavilion: remove and replace roof
- Seasonal Restroom roof: remove and replace roof

Cleo Mudrock Park

- Restroom: remove and replace roof
- Dugouts (quantity – 4): remove and replace roof

Joe Carnival Park

- Pavilion: remove and replace roof
- Bench: paint

TIMELINE

The City reserves the right to modify the proposal submittal and acceptance timeline at any time at its sole discretion.

Proposal Submittal and Acceptance:

Publication of Advertisement for potential bidders and
release to select bidders.

February 25, 2019

Second advertisement for potential bidders.

March 1, 2019

Recommended onsite meeting and responses to questions.	March 7, 2019 @ 9:00am
Contractor Prequalification Statement due	March 12, 2019 @ 4:00pm
Inquiry Deadline	March 12, 2019 @ 4:00pm
Response to Inquiry, List of Qualified contractor	March 15, 2019 @ 4:00pm
RFPs Due	March 19, 2019 @ 4:00pm

RECOMMENDED ONSITE MEETING

A recommended pre-bid conference and job walk through with representatives of prospective contractors will be held at **9:00 am at the Louisville Sports Complex, 1200 Courtesy Rd, Louisville, Colorado, on March 7, 2019.** Representatives of the City will be present to discuss the Project. Perspective Contractors are highly recommended to attend and present their questions relative to this RFP at this conference. Attendance at this pre-bid conference will be considered in the RFP evaluations.

PREQUALIFICATIONS OF CONTRACTOR

Contractors previously qualified in the last two years as a General Contractor or Roofing Contractor for a City Project will be considered qualified to submit a proposal for this project. All other Contractors submitting proposals for the construction of the **Hail Damage Repairs** should meet the following minimum qualifications. Evidence of qualifications must be submitted no later than 4:00 pm on **March 12, 2019** via email to:

David Szabados, Project Manager
daves@louisvilleco.gov

Prospective Contractors must use the attached "Contractor's Prequalification Statement" form for this submittal. In addition to the information requested on the attached form, prospective General Contractors should meet the following minimum qualifications:

- Contracting company must have been in business and installing a variety roofing systems a minimum of three (3) years
- Contractor must be an authorized installer for the product selected by that contractor and carry a master level or equivalent of certification from the product manufacturer.
- Contractor must provide at least three responsive references for similar roofing projects in Colorado – references will be checked.
- Minimum Insurance Requirements: The Contractor must maintain general liability insurance equal to \$1,000,000 per occurrence and \$2,000,000 aggregate as outlined in the attached general conditions.
- Bonding Requirements: The General Contractor shall furnish performance and payment bonds, each in an amount at least equal to the contract price if awarded a contract in excess of \$50,000 as security for the faithful performance and payment of all of the contractor's obligations under the contract documents. Bonding requirements are non-negotiable.
- Past Work Experience with Municipal Clients is beneficial

The City reserves the right to waive any and all informalities and qualification requirements and the right to reject any and all proposals. Only proposals from highly qualified general and commercial

roofing contractors will be accepted. Bids from suppliers, vendors, manufacturer's representatives or other entities will not be considered.

Prequalification statements will be reviewed through **March 15, 2019**. All Contractors submitting a prequalification statement will be contacted and informed if their prequalifications were approved and if a bid by that contractor will be accepted on or before **March 15, 2019**. Contractors are encouraged to submit their prequalification statements early. Prequalification statements that are submitted early may be reviewed and responded to prior to the above schedule.

INQUIRIES

Prospective submitters may make written inquiries by e-mail before the inquiry deadline concerning this Request for Proposals. Inquiries will also be accepted at the onsite meeting. An addendum will be released to all known prospective bidders with any required clarifications or revisions to this request or the associated construction documents after the Inquiry Deadline.

Inquires may be emailed to:

David Szabados, Project Manager
daves@louisvilleco.gov

CONTRACT

A sample copy of the contract award the City will use to contract with the Contactor is included as an addendum to this Invitation to Bid. The attached contract is only an example and is not to be completed at this time. **Bids in excess of \$50,000 will require a performance and payment bond and these bonds must be included in the base bid.**

RFP SUBMITTAL REQUIREMENTS

Contractors who receive approval of their prequalification statements must submit their written proposals in pdf format via email prior to **4:00 pm Mountain Time on March 19, 2019 to:**

David Szabados, Project Manager
daves@louisvilleco.gov

Proposals must use the supplied Bid forms. The following forms must be included:

1. Bid Forms complete with any addendums acknowledged and Pricing Schedule – one for each project bid
2. Certification of EEO Compliance – one per contractor
3. Contractor's Anti-Collusion Affidavit – one per contractor
4. Contractor's Pre-Contract Certification Regarding Employing Illegal Aliens – one per contractor
5. A list of subcontractors that will be used on these projects – one for each project bid

In addition to the provided bid forms, proposals must include the following:

- Material and/or product sheets for all components of the RFP. Weights, gauges and manufactures should be included.
- Warranty for materials and installation: copy of warranty preferred
- Any exclusion or modification from Travelers scope of work

After reviewing the written submittals, the City reserves the right to request an interview with some or all of the submitters.

All costs incurred in preparing for, printing, and delivering a submittal, along with any costs associated with travel or time spent in interviews or negotiation with the City are solely the responsibility of the submitter. The City is not liable for any costs incurred prior to issuance of a legally executed contract and/or purchase order.

All submittals become the property of the City, a matter of public record, and will not be returned. Proprietary Information included in submittals must be clearly identified and will be protected if possible. Unit pricing and total cost information will not be considered proprietary.

SELECTION CRITERIA

Proposals will only be accepted from prequalified General and Commercial roofing contractors installing pre-approved roofing systems. The following criteria will be used when selecting among the prequalified contractors.

- Pricing
- Product/material submittals
- Schedule
- References
- Attendance of onsite meeting
- Warranty

The City reserves the right to select the proposal that is most advantageous to the City, even if it is not the least expensive. Prequalified contractors may submit multiple proposals if that contractor is certified in more than one of the preapproved roofing systems.