

City of Aurora

Internal Services Department
Purchasing Services, Suite 4400
15151 E. Alameda Parkway
Aurora, Colorado 80012
Phone: 303-739-7100
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www.auroragov.org



Request for Proposal: R-1462
Class/Item: 906-10
Date: July 19, 2010

Proposal Deadline: 4:00 p.m., August 6, 2010, in the Office of Purchasing Services

REQUEST FOR PROPOSALS

The City of Aurora (COA) is requesting written proposals from qualified licensed professional architectural firms to provide services for construction documentation (design specifications, construction documents, and construction administration) for the project described herein.

Five (5) copies of the technical proposals will be required. Unpriced technical proposals will be accepted at the Office of Purchasing Services, 15151 East Alameda Parkway, Suite 4400, Aurora, Colorado 80012, until 4:00 p.m., August 6, 2010. **No late proposals shall be considered.**

Proposals shall consist of:

Architectural Services for the Fire 10 New Addition & Remodel

Pre-Proposal Conference

A pre-proposal conference is scheduled for **July 27, 2010, at 9:00 a.m.** in Purchasing Conference Room (Elk Room.), 15151 E. Alameda Parkway, 4th Floor, Aurora, CO., 80012. The purpose of the pre-proposal conference is to provide assistance to prospective consultants in the interpretation of the Request for Proposals, Scope of Services, Sample Contract, and other technical and contractual matters. Attendance at the pre-proposal conference is not mandatory, but is highly recommended. Site visits will be conducted after the pre-proposal conference.

Specific requirements for this project are contained in the attached Scope of Services.

A **TENTATIVE SCHEDULE** of key dates for the project has been established as follows:

July 27, 2010
August 6, 2010
August 16, 2010
August 18, 2010
August 27, 2010
September 6, 2010

Pre-proposal conference at 9:00 a.m.
Proposals due by 4:00 p.m.
Interviews of top rated consultants
Negotiations with top ranked consultant
Council Approval of Award
Award Actions Complete

Solicitation Process

The Request for Proposals is being solicited under a multi-step procurement procedure consisting of three steps. The first step requires all firms to submit technical proposals addressing only those items cited in Section II, Proposal Submittal Requirements, of this Request for Proposals. Proposals will be evaluated and ranked based on the evaluation criteria outlined in Section III, Proposal Evaluation, to select a short list of consultants for further evaluation. Only those firms who are placed on the short list on the basis of the evaluation criteria will be considered during the second step.

During the second step, interviews with the short list of firms may be conducted. During the third step, the price proposal of the firm ranked the highest by the evaluation committee on the basis of the technical proposal and interview (if conducted) will be requested, and negotiations will be held with that consultant. If a tentative agreement is reached with the top ranked consultant, the staff's recommendation will be sent to City of Aurora Purchasing Services. The City and consultant then negotiate the details of the final contract. The City of Aurora Purchasing Services will then issue a Purchase Order and work may begin. Should the City be unable to reach agreement with the top ranked consultant, negotiations will commence with the second ranked firm. This process will continue until a satisfactory contract is negotiated, or the City exercises its right to reject all proposals.

Licenses

The successful offeror, without additional expense to the City, shall be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, and municipal laws, codes and regulations in connection with the prosecution of the services. The successful offeror and any subcontractors, if applicable, will be required to obtain an Aurora Business License. The successful offeror shall provide the Aurora Business License number(s) to Willie Brown, Senior Procurement Agent, within thirty (30) days of contract award.

Amendments to the Request for Proposal

The City of Aurora reserves the right to amend this Request for Proposal by an addendum at any time prior to the date set for receipt of proposals. Addenda or amendments will be posted on the City of Aurora web site as soon as available and shall be the responsibility of the offeror to obtain all addenda. Offerors registered for the paid bidding notification service shall be notified either by fax or email depending on the service that they have subscribed to. If revisions are of such a magnitude to warrant, in the City of Aurora's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

Additional Information

Proposals will be considered only from firms or individuals who are firmly established in an appropriate business, who are financially responsible, and who have the resources and ability to offer services in a professional and expedient manner. The City may request additional information as deemed necessary. Failure to provide such information may result in the proposal being considered non-responsive.

The City of Aurora reserves the right to reject any and all proposals, to waive any informalities in the proposals received, and to accept the proposal deemed most advantageous to the best interest of the City.

Questions regarding this Request for Proposals may be addressed to Willie Brown, Senior Procurement Agent, Aurora Municipal Center (Suite 4400), 15151 East Alameda Parkway, Aurora, Colorado 80012 or by calling (303) 739-7100. Technical questions may be directed to Howard Kaplan, P.E., Facilities Engineering, Design & Construction Supervisor, or by calling (720) 341-1052.

Respectfully,

Willie Brown
Senior Procurement Agent

RFP Sections:	Section I	Scope of Services
	Section II	Proposal Submittal Requirements
	Section III	Proposal Evaluation
	Section IV	Special Conditions
	Section V	Sample Professional Services Agreement
	Attachment 1	Insurance Requirements
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SECTION I

SCOPE OF SERVICES

Architectural Services for the Fire 10 New Remodel & Addition

The City is interested in renovating and remodeling Fire Station #10.

Conceptual drawings have been provided as Attachment #4..

The City of Aurora is soliciting written technical proposals from architectural firms to provide design development drawings and construction drawings consisting of site plans, design specifications, construction documents and construction administration.

The existing facility is located at 3951 S. Reservoir Road, Aurora, Colorado, 80013. It is an approximately 7340 square foot building built in 1981.

The scope of work is as follows:

- A new addition, approximately 510 square feet, located on the NE side of the firehouse
- New bedroom layouts including privatizing rooms
- Remodeling of restrooms/showers
- Limited kitchen remodel
- Addressing floor heaving in Living/Dining room (structural)
- Addressing exhaust and makeup air for crawlspace
- Address all disciplines (e.g. architectural, landscape, civil, structural, mechanical, plumbing, electrical, fire)
- Review fire protection requirements (provide performance spec as required)

The current construction budget for the project is \$550,000.00

Conceptual Design

The conceptual design has been completed to date as shown on the attached drawings. Conceptual design is considered 85% complete. The number of bedrooms is being revised and would have to be redrawn through input from the Fire Department.

“Conceptual drawings were done in Microstation CADD and have been converted to AutoCad .dwg drawings. These drawings in their present form are not in compliance with Facilities Engineering Cadd Drawing Guidelines and will require editing. Drawings may require to be redrawn in AutoCadd. Final submitted drawings must conform to Facilities Engineering AutoCad Guidelines. PDFs have been provided in this RFP showing what has been completed to date. The AutoCad drawings are available upon request.

Construction Documentation

The consultant will have to submit design development documents (65% completion) and 100% construction documents for review by the City.

Design Services

- Meet with COA Facilities Engineering and the Fire Department.
- Inspect the existing building to become familiar with existing conditions of the structures, equipment, utilities and other associated components.
- Prepare stamped/signed construction documents plans/specifications utilizing Facilities Engineering

established guidelines.

- Prepare a Site Plan meeting City requirements.
- Provide a project cost estimate, which includes line item pricing.
- Provide detailed demolition, architectural and engineering (civil, landscape, mechanical, electrical, plumbing, structural) specifications and construction drawings. The plans and specifications shall be sufficient for prospective contractors to submit complete and accurate bids.
- Identify and address ADA issues

Construction Administration Services

Construction administration services shall include, but not be limited to the following:

- Assist with the bidding process by coordinating with the City's Purchasing Division, by attending pre-bid meetings, clarifying questions or concerns, developing and assisting with bid evaluations and attending the pre-construction meetings.
- Provide all project construction administration services for the duration of the project through completion.
- Conduct regular meetings with the contractor and representatives from the City to resolve issues and/or problems.
- Monitor construction progress and ensure all work is performed in a quality manner and adheres to plans and specifications.
- With coordination and approval, prepare change orders if required, prepare punch lists, substantial completion and final completion documents.
- Attend a final walk-through with the contractor and City representatives to provide recommendations and acceptance of the project after completion of punch list items.

Reimbursable Costs

An allowance will be provided for the following, to be determined at the time of price negotiation (time & material, not to exceed):

- Provide as-built, record project drawings in AutoCad 2007 or later on CD to the City reflecting redline changes made by the Contractor. Also provide PDF drawings of same, on CD.
- Provide as-built, record master drawings in AutoCad 2007 or later on CD to the City incorporating the above project into a master building set (to include all disciplines e.g. architectural, civil, landscape, mechanical, plumbing, fire, electrical, structural, etc.). Also provide PDF drawings of same, on CD.

SECTION II

PROPOSAL SUBMITTAL REQUIREMENTS

The consultant's proposal should address the following minimum information in the same order as presented:

1. Firm's name, address, phone number and name of principals.
2. Firm's experience with projects of similar type, size and scope.
3. Explanation of the approach to the project.
4. Provision of client references for projects of similar scope.
5. Proposed project manager including detailed information of their experience.
6. Proposed list of subconsultants in the event the firm's in-house resources are not used for the development of the plans and specifications.
7. Provide a statement of availability for this project and an estimated period of time to complete the design and construction documents for bidding. Provide proof of insurance as required by the City's Purchasing Division.
8. Explain how your firm intends to be accountable for errors and omissions in design and specifications by the firm or any subconsultants.

SECTION III

PROPOSAL EVALUATION

The following identifies the selection criteria that will be used to evaluate the proposals:

1. Experience, qualifications and ability of the project team to perform in a timely, professional and quality manner.
2. Experience of the project team in designing and remodeling similar facilities.
3. Project coordination and management experience of the project manager.
4. Evaluation of client references on other projects.
5. Accountability for errors and omissions.
6. Proposed schedule for design and delivery of completed construction documents.
7. Overall impression of the proposal.

An evaluation committee will review and score the firms proposals using the evaluation criteria listed above. Scores will range from 1 (poor) to 10 (excellent) and will be totaled for each firm. The firm with the highest total score based on the technical proposal and interviews may be asked to submit financial data for review of solvency.

SECTION IV

SPECIAL CONDITIONS

GENERAL INFORMATION

Reimbursement will not be made for costs incurred prior to a formal award. The proposal must be comprehensive and specify how the consultant would complete all of the elements of the "Scope of Services".

SAMPLE PROFESSIONAL SERVICES AGREEMENT

Included in this package is a sample of the standard "Professional Services Agreement", used by the City. Prospective consultants are requested to review this document and comment on any areas of objections in their technical proposals.

INSURANCE REQUIREMENTS

Attached to the sample "Professional Services Agreement" is a copy of the City's current insurance requirements (Form 410-33).

INDEPENDENT CONTRACTOR AFFIDAVIT

The successful consultant is required to sign and notarize an affidavit stating that they are an independent contractor. A sample affidavit is attached for your review. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS. AN INDEPENDENT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. ADDITIONALLY, IT IS UNDERSTOOD THAT THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY OF AURORA, COLORADO.**

SUBLETTING OF CONTRACT

The Consulting Firm will agree not to assign or sublet the whole or any part of the contract without the prior written consent of the City.

CHANGES IN SCOPE OF SERVICES

The Project Manager will agree that any change of scope in the work to be performed after the original contract has been signed shall be documented as a written change order, be accepted by all parties, and made a part of the original contract by addendum.

AMENDMENTS TO THE REQUEST FOR PROPOSAL

The City of Aurora reserves the right to amend this Request for Proposal by an addendum at any time prior to the date set for receipt of proposals. Addenda or amendments will be posted to the City of Aurora web site as soon as available and shall be the responsibility of the offeror to obtain all addenda. Offerors registered for the paid service shall be notified either by fax or email depending on the service that they have subscribed to. If revisions are of such a magnitude to warrant, in the City of Aurora's opinion, the postponement of the date for receipt of bids, an addendum will be issued announcing the new date.

SECTION V
SAMPLE PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICE AGREEMENT

CITY OF AURORA
AURORA, COLORADO

TITLE: Architectural Services for the Fire 10 New Addition & Remodel

FILE NO.: R-1462

P.O. NO.: _____

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AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____ in the year Two Thousand and _____ by and between the CITY OF AURORA, COLORADO, hereinafter called the CITY, and _____, a _____ corporation with its principal place of business at _____, hereinafter called the CONSULTANT, WITNESSETH, that whereas the CITY intends that the CONSULTANT, upon written authorization as hereinafter specified, shall perform services as hereinafter provided; which are in accordance with the project scope and any addenda thereto, which scope of services by this CONSULTANT together with addenda, if any, shall become a part of this Agreement.

NOW, THEREFORE, the CITY and the CONSULTANT for the consideration hereinafter set forth agree as follows:

SECTION I – CONSULTANT RESPONSIBILITIES AND BASIC SERVICES

- A. The CONSULTANT agrees to perform services in connection with projects as hereinafter stated. Refer to Special Conditions where applicable.
- B. All work to be performed by the CONSULTANT shall be authorized in writing through the Office of Purchasing Services subject to award as provided by Ordinance.
- C. Time of performance. The services to be performed under this Agreement shall be commenced immediately upon issuance of a Professional Service Agreement and a Purchase Order from the CITY and shall be completed no later than _____ unless extended by the CITY in writing.
- D. The CONSULTANT shall inform the CITY in writing of any additional firms it intends to hire to perform work in connection with this Agreement and shall keep the CITY informed on any changes or additions to this information. The CITY will approve any additional firms prior to commencement of work per this Agreement. The CONSULTANT shall be responsible for the performance of the additional firm(s). Nothing contained herein shall create any contractual relationship between any additional firm(s) and the CITY.
- E. Scope of Work:
- F. The CONSULTANT shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts or errors and omissions of the CONSULTANT, its agents and employees. If the CONSULTANT knows of the damage the CONSULTANT shall notify the City immediately. If the City discovers the damage, City will notify CONSULTANT immediately. Repair shall be accomplished under City direction and to City specifications so property is in as good or better condition than before damage. The CONSULTANT shall provide the CITY with a certificate of liability coverage in accordance per the attached form 410-33.

SECTION II - THE CITY'S RESPONSIBILITIES

The CITY shall:

- A. Provide full information including detailed scope as to its requirements for the services.
- B. Give prompt notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any discrepancies in the services provided.
- C. Furnish, or direct the CONSULTANT to provide at the CITY'S expense, any necessary additional services.
- D. The CONSULTANT is not liable for delays in performance which are caused by the CITY, the CITY'S Consultants, or events which are outside the control of the parties and could not be avoided by the exercise of due care.

SECTION III - MUTUAL OBLIGATIONS OF THE CITY AND CONSULTANT

- A. This Agreement does not guarantee to the CONSULTANT any work except as authorized in accordance with Section I above, or create an exclusive contract.
- B. The services and any and all interests contemplated under this Agreement shall not be assigned, sublet or transferred without the written consent of the CITY.
- C. The CONSULTANT and any and all of its personnel utilized by the CONSULTANT under the terms of this Agreement shall remain the agents and employees of the CONSULTANT and are not, nor shall be construed to be, agents or employees of the CITY.
- D. All documents prepared in connection with these services shall become the property of the City.

SECTION IV - PAYMENT AND FEE SCHEDULE

It is understood and agreed by and between the parties hereto, that the CITY shall pay the CONSULTANT for services furnished, and the CONSULTANT shall accept as full payment for such services, amounts of money computed as follows:

- A. Total Compensation: The CITY agrees to pay and the CONSULTANT agrees to accept for the services contained in Section I contracted herein a sum not to exceed \$ _____ dollars. This amount shall include all services rendered by the CONSULTANT under this Agreement including all travel, living and overhead expenses incurred in connection with performing the services herein except for special services authorized in writing by the CITY. The sum above stipulated shall be considered a "Not to Exceed" cost to the CITY. CONSULTANT shall submit an invoicing schedule to be approved by the Project Manager.

Upon submission of CONSULTANT invoicing to the CITY, payment shall be issued. It is to be understood and agreed that the CITY may require up to 21 days to process payment after date of receipt of invoicing.

SECTION V - CHARTER, LAWS AND ORDINANCES

The CONSULTANT, at all times, agrees to observe all applicable Federal and State Laws, Ordinances and Charter Provisions of the City of Aurora, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

SECTION VI - TERMINATION OF CONTRACT

A. TERMINATION FOR CAUSE

In the event a material breach of this Agreement remains uncured following reasonable notice of said breach, the non-breaching Party may terminate this Agreement upon written notice specifying the effective date thereof, provided the CITY shall have at least thirty (30) days to cure any such alleged breach. In the event CONSULTANT illegally discriminates among or against any person or persons, no opportunity to cure such breach need be provided by the CITY.

B. TERMINATION FOR GOVERNMENTAL CONVENIENCE

1. Change in CITY Policy. The CITY may terminate this Agreement at any time upon reasonable notice specifying the date thereof, provided the CONSULTANT shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.
2. Non-Appropriation of Funds. The terms and conditions of this Agreement are subject to annual appropriation by the Aurora City Council.
3. The City's liability for termination of this Agreement shall not exceed the total amount of this Agreement.

C. EFFECT OF TERMINATION

1. Ownership of Work Product. In the event of termination, all finished and unfinished work product(s) prepared by the CONSULTANT pursuant to this Agreement shall become the sole property of the CITY, provided the CONSULTANT is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. CONSULTANT shall not be liable with respect to the CITY'S subsequent use of any incomplete work product, provided CONSULTANT has notified the CITY in writing of the incomplete status of such work product.
2. CITY'S Right to Set-Off and other Remedies. Termination shall not relieve CONSULTANT from liability to the CITY for damages sustained as the result of CONSULTANT'S breach of this Agreement; and the CITY may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

SECTION VII - CHANGE ORDERS OR EXTENSIONS

The CITY may, from time to time, require changes in the scope of the services of the CONSULTANT to be performed herein. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Change Orders or Extensions to this Contract.

If the CONSULTANT determines that a request by the CITY during the course of completing the services defined herein is not included in the scope of services defined in Attachment A, the CONSULTANT shall submit to both the CITY's Project Manager and the Manager of Purchasing Services, in writing, a claim within five (5) business days of the CITY's request or of the event that prompted the proposed change.

A claim is any demand, contention, or assertion by the CONSULTANT seeking additional time or money under the contract. Claims by the CONSULTANT must be made in writing as specified herein. Claims from the CONSULTANT must contain all of the following:

1. A narrative statement referencing and attaching the supporting documentation and specifically describing the legal, factual and contractual basis of the claim;
2. If the claim alleges delay to the work, the claim must include the precise number of days claimed, all alleged impacts, financial or otherwise, on the work, and the specific amount of money, if any, claimed as a result of the delay as well as a detailed critical path as-built schedule analysis illustrating that the delays claimed were on the critical path of the project;
3. If the claim alleges acceleration or constructive acceleration of the work, the claim must include the precise number of days time extension the CONSULTANT contends it would have been entitled to receive, but for the acceleration, and the precise number of days by which the work has been accelerated. No claims for acceleration for work that is not on the critical path shall be permitted. Claims for acceleration must be accompanied by a detailed CPM analysis. Claims for acceleration shall be limited to the premium portion of labor costs incurred for overtime.
4. If the claim is for additional compensation, the claim must include a detailed calculation of the precise amount claimed with all supporting documentation. All claims must reference the specific contract provisions relied upon to support the claim. All claims must specifically reference, by name, this Section VII and the fact that the claim is being submitted under this Section VII. Any writing or other form of notice, however designated, which fails to specifically reference this Section VII, by name, shall not be deemed to constitute a valid claim hereunder.

Items 1, 2, 3, and 4 above shall hereinafter be referred to as the "Final Accounting." An initial written notice of the CONSULTANT's intent to assert a claim (the "Initial Notice") must be made in writing within three (3) days after the occurrence of the event giving rise to the claim or the right to submit a claim is waived. The CONSULTANT shall submit all information reasonably available that is otherwise required in the Final Accounting at the time of the Initial Notice.

Within ten (10) days after the conclusion of the event giving rise to the Claim, the CONSULTANT shall provide the Final Accounting. Failure to timely provide the Final Accounting shall constitute a waiver of the claim. Any waiver by the CITY of the notice requirements for the Initial Notice or the Final Accounting for a single claim, event, or occurrence shall not constitute a waiver of these notice requirements for any other claim, event, or occurrence. Each request for time or money by the CONSULTANT shall be considered a separate claim. All information required in the Final Accounting must be submitted within the time limits established herein, and no supplementation of the information shall be permitted. Any attempted reservation of the right to submit or supplement an earlier made claim shall be void.

After review of the claim, the CITY shall make a decision whether the CONSULTANT is entitled to a Change Order. If in the opinion of the CITY, the CONSULTANT is entitled to a Change Order, the Project Manager shall initiate a written Change Order. If in the opinion of the CITY, the CONSULTANT is not entitled to a Change Order, the CONSULTANT shall receive notice of the decision in writing from the Office of Purchasing Services, and it shall be final. The CONSULTANT may submit an appeal of the decision in writing to the Director of Internal Services within five (5) days of receipt of the decision from the Office of Purchasing Services.

SECTION VIII - EQUAL EMPLOYMENT OPPORTUNITY

- A. The CONSULTANT will not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability. The CONSULTANT may adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship. The CONSULTANT shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause.
- B. All solicitations and advertisements for employees placed by or on behalf of the CONSULTANT, shall state that CONSULTANT is an equal opportunity employer.
- C. The CONSULTANT shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by CONSULTANT, so that such provisions are binding upon each sub-Consultant.
- D. The CONSULTANT shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the U.S., the State of Colorado, the City of Aurora, or their respective agencies may require.
- E. The CONSULTANT shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, the City of Aurora, or their respective agencies may issue to implement these requirements.

SECTION IX - SPECIAL CONDITIONS

CONSULTANT shall provide all items detailed in the Delivery Work Order, attachment 3.

SECTION X - INSURANCE REQUIREMENTS

The CONSULTANT shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described on Attachment #1. The CONSULTANT further agrees and understands that they are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

SECTION XI - EXAMINATION OF RECORDS

This clause applies if this contract agreement exceeds \$10,000.00.

The Internal Auditor of the City of Aurora, or a duly authorized representative from the City of Aurora shall until three (3) years after final payment under this contract agreement have access to and the right to examine any of the Consultant/Consultant's directly pertinent books, documents, papers, or other records involving transactions related to this contract agreement.

The CONSULTANT agrees to include in first-tier subcontracts under this contract agreement a clause to the effect that the City's Internal Auditor, or a duly authorized representative from the City of Aurora shall, until 3 years after final payment under the subcontract have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders from public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

The periods of access and examination as noted above for records relating to (1) litigation or settlement of claims arising from the performance of this contract agreement, or (2) costs and expenses of this contract agreement to which the City's Internal Auditor, or duly authorized representative from the City of Aurora has taken exception, shall continue until such appeals, litigation, claims, or exceptions are disposed of.

SECTION XII – INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against all claims, damages, liabilities, and court awards, including costs, expenses, and reasonable attorney fees, to the extent caused by any negligent or otherwise wrongful act, error, or omission of the CONSULTANT, its officers, agents, and employees. The CONSULTANT shall provide the City with prompt notice of any claim for which CONSULTANT may be liable. Likewise, the City agrees to provide the CONSULTANT with prompt notice of any claim for which indemnification may be sought hereunder and, further, to cooperate with the CONSULTANT in the resolution of such claim. Nothing herein is intended to be or shall be construed to be a waiver of the City's governmental immunity under C.R.S. Section 24-10-101, et. Seq., as amended.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF AURORA, COLORADO

City Clerk

By: _____
Robert E. Cook, Manager
Purchasing Services

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

Risk Manager

Consultant

By: _____
Signature

Name (Type or Print)

Title

Date



ATTACHMENT 1

INSURANCE REQUIREMENTS

The vendor or contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the City of Aurora, until final acceptance by the City of all work covered by the Purchase Order or contract the following types of insurance. The policy limits required are to be considered minimum amounts:

Commercial General Liability Insurance policy with minimum limits of **\$600,000** combined single limit for each occurrence. This policy should have a Broad Form Endorsement and include the following coverages: Blanket Contractual Liability, Broad Form Property Damage, Completed Operations and Personal Injury.

Comprehensive Automobile Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a minimum limit of **\$600,000** combined single limit for each occurrence.

Worker Compensation and Employers Liability Insurance shall cover the obligations of the vendor/contractor accordance with the provisions of the Workers Compensation Act, as amended, by the State of Colorado.

Subcontractor's Insurance shall be the responsibility of the vendor/contractor to ensure that subcontractors are properly insured to meet the above requirements before they are permitted to commence work on the project.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the contract shall also be protected by a Professional Liability Insurance policy. The following policy limit is to be considered a minimum amount.

Professional Liability Insurance policy with a minimum limit of **\$1,000,000** per claim. The policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed under this contract.

The contractor shall provide Certificates of Insurance to the City of Aurora demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The Comprehensive General Liability and Automobile Liability Certificates of Insurance shall have the City of Aurora, its elected and appointed officials, officers, employees, agents, representatives and the title of the contract as additional insured. These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified to the extent such change or modification would cause the City's mandatory coverage requirements as stated herein to be violated without a **forty-five (45) day written notice** prior to expiration of same to the City of Aurora. Such notice to be forwarded to the Purchasing Services Division of the City of Aurora, 15151 East Alameda Parkway, Aurora, Colorado. The insurance coverages enumerated above constitute the minimum requirements and said enumerations shall in no way lessen or limit the liability of the contractor under the terms of the Contract. The contractor may procure and maintain at their own expense, any additional kinds and amounts of insurance, that in their own judgment, may be necessary for their proper protection in the performance of the work. Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the contract.

Form No. 410-33

ATTACHMENT 2

INDEPENDENT CONSULTANT AFFIDAVIT

It is hereby understood by the City of Aurora, Colorado and the Contractor _____ that all work performed on Request for Proposal Number **R-1462** is that of an independent contractor. An independent contractor is **NOT** a City of Aurora Employee and as such **IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS. THE INDEPENDENT CONSULTANT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. ADDITIONAL, IT IS UNDERSTOOD THAT INDEPENDENT CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONSULTANT OR SOME OTHER ENTITY THAN THE CITY OF AURORA, COLORADO.**

The parties hereto are in agreement.

Consultant

Title

Signature

Date

Name (type or print)

Notary

My Commission Expires



CITY OF AURORA

PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES DIVISION
FACILITIES ENGINEERING
15151 E. Alameda Pkwy
Aurora, Colorado 80012

ATTACHMENT 3
DELIVERY WORK ORDER

Date:

To: TBD

Attn:

Fax #:

PLEASE PROVIDE THE FOLLOWING ON ALL INVOICES & CORRESPONDENCE:

- **Building: Fire 10**
- **Project Name: New Addition & Remodel**
- **Project Manager: Howard Kaplan, PE; Supervisor; 720-341-1052**
- ☒ **Delivery Work Order # (WO#): As Indicated on the Approved Proposal**
- ☒ **COA Purchase Order # (for project cost \$5000.00 or greater)**
- ☐ **Blanket Purchase Order #**

A. THIS DELIVERY WORK ORDER IS FURNISHED IN ACCORDANCE WITH:

- ☒ The Attached Approved Proposal Dated
- ☐ The Terms of the Blanket Contract
- ☐ The Request for Proposal/Quote Dated
- ☐ The Attached Scope of Work Dated

B. COMMENCEMENT INSTRUCTIONS

- ☐ Proceed Immediately, schedule with COA Project Manager
- ☒ Do not start until a notice to proceed is issued by the COA Project Manager/Coordinator
- For COA Purchase Orders, do not start until a Purchase Order is received from COA Purchasing

C. DESCRIPTION OF WORK:

As described in the request for proposal.

D. SCOPE OF SERVICES

- ☐ Commodity Purchase
- ☐ Regular Service; (e.g. Painting, Pest Control)
- ☒ Professional Service: Architectural/Engineering (AE) Consulting Design Services
 - ☒ Arch/Struc ☐ Struc ☒ Civil ☒ Mech ☒ Plumb ☒ Elec ☒ Fire ☐ Roof ☐ _____
- ☐ Construction Services

E. DESIGN SERVICES IF APPLICABLE

- | | |
|--|---|
| ☒ Development of Scope of Work | ☒ Code review |
| ☒ Site visit and consultation with end user | ☒ Field survey as required |
| ☒ Preliminary consultations with COA Planning and Bldg Dept. | ☒ Coordination with other disciplines |
| ☐ AutoCadd backgrounds to be provided by Facilities Engr'g | ☒ Preparation of arch. backgrounds |
| ☒ PDF/Tiff Arch. backgrounds to be provided by Facilities Engr'g | ☐ Report |
| ☒ Drawings performed in Microstation will be provided by FE | |

DESIGN DELIVERABLES

Submit the following for COA Facilities Management Review:

- ☒ Design Calculations – submit in type labeled notebook
- ☐ Schematic Design Drawings: (2) Two full size sets of drawings/specs (24"x36")
- ☒ Design Development Drawings (60%): (2) Two full size sets of drawings/specs (24"x36")
- ☒ Construction Drawings (100%): (2) Two full size bound sets of drawings/specs (24"x36")
- ☒ Separate Book Specification - CSI format
- ☐ 8-1/2"x11" Drawings in lieu of 24"x36" above

An electronic copy of the construction documents shall be submitted to the COA Project Manager at the conclusion of the design service prior to construction (see electronic deliverables below).

- ☒ Prior to construction, a permit set shall be submitted to the COA Project Manager as follows:
Three (3) full size (24"x36") individually bound sets, wet stamped/signed; ☐ 8-1/2"x11" in lieu of 24"x36"
Two (2) half size bound sets (not required for 8-1/2"x11");
Three (3) Separate Book Specifications – CSI format, if applicable
Electronic deliverables as described below
- ☒ Consultant shall provide to the COA Project Manager signed/sealed sets of construction documents, as stated above, for submission for review by COA departments (e.g. Planning, Building, etc.) . The Consultant shall re-submit to the departments as required to address comments. COA will pay permit review fees.

Electronic Deliverables

Two compact discs (CD): Dwgs/specs, in **AutoCad 2007 or later (.dwg)** and PDF format (both formats on each disc)
If specification is a separate book spec include a copy of specifications on the CDs (PDF or Word Format)
Two compact discs (CD) for all other documents (reports, etc.)
Label CDs with Building, Project Name, COA Facilities Management Project #, and the date

COST ESTIMATION SERVICES

- ☒ Opinion of Cost Estimate for Construction

CONSTRUCTION ADMINISTRATION SERVICES

- ☒ Arch/Engineer Site Observations (minimum of 2 unless indicated otherwise in proposal)
- ☒ Punch Lists
- ☒ Review submittals and shop drawings, requests for information, change orders, and work change directives related to the project scope of work.

CLOSEOUT DOCUMENTS AFTER CONSTRUCTION

- ☐ (1) Record (as-built) Sketch (8-1/2"x11")
- ☒ (1) One set of bound full size prints - record (as-built) drawings/specs (24"x36") ☒ based on redlines
- ☒ (1) Electronic deliverables as described above reflecting as-built conditions (record set)

ADDITIONAL DESIGN SERVICES (TO BE PERFORMED ON A T & M BASIS AS REQUESTED)

- Perform additional design not related to the project scope of work
- Review shop drawing submittals and contractor requests for information, change orders, and work change directives not related to the project scope of work
- Commissioning

F. CONSTRUCTION SERVICES IF APPLICABLE

- All material shall be furnished new
 - Installation shall be performed with professional trade labor
 - Contractor shall coordinate with all trades
 - Contractor shall provide complete operational systems
- ☐ Proposal based on the following drawings/specifications

Date	Description (Drawing#; Spec)

CONSTRUCTION DELIVERABLES

- ☐ Redlines
- ☐ Sketch (8-1/2"x11")
- ☐ O&M Manuals per COA Facility Management Standards
- ☐ Submittals (Approved copy of submittal package (including shop dwgs) to be included in O&Ms)
- ☐ Equipment or product cut sheets
- ☐ Paint Schedule (Room tag, Location used (trim, walls, etc.), manuf., color, ICI#, and sheen)
- ☐ Attic Stock – 10% of product; Label Boxes (applicable to tile and carpet). Deliver per Project Mgr. instructions
- ☐

G. REIMBURSABLES (APPLICABLE TO PROFESSIONAL DESIGN SERVICES ONLY)

The following miscellaneous expenditures, incurred in the interest of the project, will be considered to be included in the total cost of the project unless indicated otherwise in the proposal/quote. Where indicated otherwise in the Consultant's proposal/quote, documentation must be provided to the COA Project Manager to substantiate costs. All reimbursable expenditures shall be invoiced separately.

- Travel (invoiced per mile IRS allowance)
- Freight to Jobsite
- Reproduction (multiplier of 1.1 x actual expense)
- Courier (invoiced at cost)
- Subcontractors/Subconsultants (10% markup max)

H. COST BASIS

☒ FIXED PRICE

Services shall be provided as a complete package, in accordance with the scope of work. Progress payments will be approved by the COA Project Manager based on completion of items as listed on the schedule of values submitted by the Contractor prior to the start of the project. Design- Unless described otherwise in the consultant's agreement, payments will be made:: Scope of Work (10%); Schematic Dwgs (15%); Const. Documents (65%); Const. Admin.(10%)

☐ TIME & MATERIAL (T&M), NOT TO EXCEED (NTE)

Services shall be charged per the attached rate schedule (or blanket contract rate schedule if applicable). Labor and material costs must be submitted as documentation with all invoices (e.g. Labor: date, name of person performing work, hourly time, and hourly rate; Material: date, vendor, description of material, and cost of material).

I. SCHEDULE

Work shall be performed between the hours of 7:00am and 3:00pm Monday through Friday excluding COA holidays unless stated otherwise herein or arrangements are made with the COA Project Manager.

☒ Services shall be completed as indicated in the COA Purchase Order

☐ Services shall be completed no later than _____ from the date of the notice to proceed.

Special schedule requirements:

J. TERMS

1. All City of Aurora Facilities Engineering (FE) Guidelines shall apply. Guidelines are available from the COA Project Manager. Arch/Engineers shall submit drawings/specs in AutoCad and PDF format per COA FE Guidelines before final payment will be released. All construction documents are the property of the City of Aurora.
2. Any additional cost above and beyond that which is authorized in this delivery work shall be submitted as a request for change order to the COA Project Manager for acceptance. All change orders must have written acceptance from the COA Project Manager prior to proceeding with work.
3. All closeout documents must be submitted and accepted before final payment will be approved.
4. Where applicable, invoices for reimbursables shall be submitted with their invoice # suffixed with an "R".
5. The Contractor and their subcontractor's are responsible for attaining and paying for all permits and bonds which shall be included in the cost of this Delivery Work Order.
6. The City of Aurora does not pay sales tax or City use tax. Invoices submitted with tax will not be approved for payment. State Tax Exempt #9802596 & Federal Tax Exempt #84-6000564 shall be used for COA projects.
7. All terms and conditions of the COA P.O. (or Blanket P.O. if applicable) shall apply to this Delivery Work Order.
8. It is the Consultants/Contractors responsibility to ensure that all COA Purchasing requirements (e.g. insurance) are provided and in affect at the time of performance at no additional cost to the City (including sub-consultants/contractors).

TOTAL COST: \$ As stipulated in the City of Aurora Purchase Order

Accepted

Signature
City of Aurora Project Manager

Date

Signature
Consultant/Contractor/Vendor

Date

Please return a signed copy of this Delivery Work Order to the COA Project Manager for our records.

COA Fire Station #10

3951 South Reservoir Road
Aurora, CO 80013

Abbreviations

&	And	HB	Hose Bibb	R	Riser, Radius
@	Centerline	HC	Hollow Core	RCP	Reflected Ceiling Plan
Q	Quarter	HWD	Hardwood	RD	Roof Drain
#	Pound, Number	HID	High Intensity Discharge	Re	Refer to
ACT	Acoustical Ceiling Tile	HM	Hollow Metal	Reinf	Reinforce (d) (ing)
Addn	Addition	Horiz	Horizontal	Req	Required
Adj	Adjustable	HVAC	Heat, Vent, A/C	Revis	Revisions, Revised
AFF	Above Finished Floors	HW	Hot Water	RH	Right Hand
AHU	Air Handling Units	ID	Inside Diameter	Rm	Room
Alt	Alternate	Incl	Include (d) (ing)	RO	Rough Opening
Alum	Aluminum	Int	Interior	ROW	Right Of Way
Approx	Approximate	Inv	Invert	RTU	Roof Top Unit
Arch	Architect, Architectural	JB	Junction Box	S	South
		Jst	Joist	San	Sanitary
B.O.	Bottom of	K	KIP (1,000 POUNDS)	SAT	Suspended Acoustical Tile
Bd	Board	K-FT	KIP Feet	SC	Solid Core
Bldg	Building	Lam	Laminated	Sched	Schedule
CFM	Cubic Feet per Minute	Lav	Lavatory	Sect	Section
CJT	Ceramic Floor Tile	Lb	Pound	Serv	Service
CJ	Control Joint	LF	Linear Feet	SF	Square Feet
Cjg	Clear	LH	Left Hand	Sim	Similar
CMU	Concrete Masonry Unit	LL	Live Load	Spec	Specifications
CO	Clean Out	LLH	Long Leg Horizontal	Sq	Square
Col	Column	LLV	Long Leg Vertical	SS	Stainless Steel
Conc	Concrete	LP	Lighting Panel	St	Storm
Const	Construction	Lwt	Lightweight	Std	Standard
Cont	Continuous	Mas	Masonry	Sd	Steel
CPT	Carpet	MDP	Main Distribution Panel	Struct	Structural
CPTB	Carpet Base	Mech	Mechanical	Susp	Suspended
CTB	Ceramic Tile Base	Med	Medium	SWG	Standard Wire Gauge
CWT	Ceramic Wall Tile	Mfr	Manufacturer	Sym	Symmetrical
CU	Condensing Unit	MH	Manhole	T	Tread
CUH	Cabinet Unit Heater	Min	Minimum	T&B	Top and Bottom
CW	Cold Water	Misc	Miscellaneous	T&G	Tongue and Groove
		MO	Masonry Opening	Tel	Telephone
Dcl	Detail	Mtd	Mounted	Temp	Temperature, Tempered
Dia	Diameter	Mtl	Metal	Thk	Thick (ness)
Dim	Dimension	N	North	T.O.	Top of
Disp	Dispenser	NIC	Not In Contract	Typ	Typical
Dn	Down	No	Number	TV	Television
Dwg	Drawings	Nom	Nominal	UG	Underground
		NTS	Not To Scale	UH	Unit Heater
E	East	OC	On Center(s)	UNO	Unless Noted Otherwise
Ea	Each	OD	Outside Diameter	VCT	Vinyl Composition Tile
EJ	Expansion Joint	O.H.	Opposite Hand	Vert	Vertical
Elev	Elevation	Opp	Opposite	VIF	Verify In Field
Elec	Electrical	OZ	Ounce	VWC	Vinyl Wallcovering
EP	Electrical Panel	PCF	Pounds per Cubic Foot	W	West
Eq	Equal	Perf	Perforated	W/	With
Equip	Equipment	PL	Plate	W/O	Without
EVC	Electric Water Cooler	P-Lam	Plastic Laminate	WC	Water Closet
EVH	Electric Water Heater	PLF	Pounds per Linear Foot	WD	Wood
Exh	Exhaust	Plumb	Plumbing	WH	Water Heater
Exist	Existing	PLF	Pounds per Linear Foot	WP	Waterproof, Work Point
Exp	Expansion	PLY	Plywood	WT	Weight
Ext	Exterior	Pr	Pair	WWF	Welded Wire Fabric
FA	Fire Alarm	PSF	Pounds per Square Foot	Yd	Yard
FACP	Fire Alarm Control Panel	PSI	Pounds per Square Inch		
FD	Floor Drain, Fire Damper	Pt	Point		
FE	Fire Extinguisher	Ptd	Painted		
FEC	Fire Extinguisher Cabinet	PVC	Polyvinyl Chloride		
FF	Finished Floor	Pvmt	Pavement		
FG	Finished Grade	QT	Quarry Tile		
Fin	Finish(ed)	Qty	Quantity		
Flr(g)	Floor(ing)				
FO	Face Of				
FL	Foot, Feet				
Fg	Foot, Feet				
Furn	Furnish(ed)				
FWC	Fabric Wall Covering				
Ga	Gauge, Gage				
Galv	Galvanized				
GC	General Contractor				
GFI	Ground Fault Interrupter				
Gyp	Gypsum				

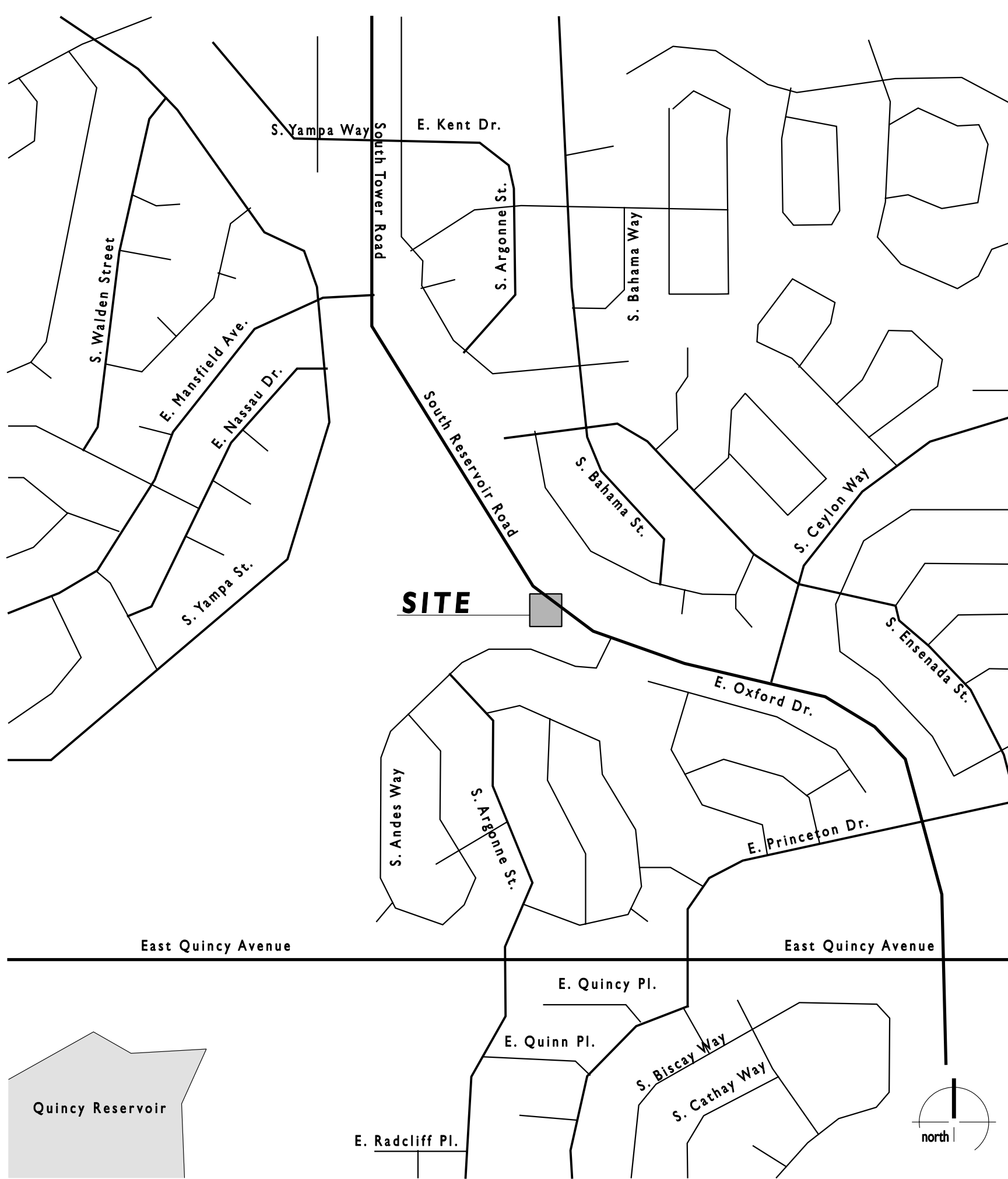
General Notes

- These documents should not be considered as a survey of existing conditions. The General Contractor shall notify Architect immediately of any discrepancies or omissions between the contract documents and field conditions before commencing any work and request clarification.
- Refer to the Underwriters Laboratories (UL) Fire Resistance Directory for additional information regarding the UL listed assemblies and details called out in these documents.
- Refer to the International Conference of Building Officials (ICBO) Evaluation Service for additional information regarding the ICBO Report listed assemblies and details called out in these documents.

Symbols

	Column Grid
	Section Callout
	Detail Callout
	Exterior Elevation Callout
	Interior Elevation Callout
	Match Line
	Room Name / Number
	Wall Type Callout
	Door Number Callout
	Keynote Callout
	Roof Type Callout
	Ceiling Type Callout
	Finish Callout
	Sign Callout
	Equipment Callout
	Toilet Accessory Callout
	Exterior Material Callout
	Window Callout
	Previous Revision
	Current Revision

Vicinity Map



Project Team

OWNER Name Address City, State 12345 Phone: _____ Fax: _____ E-mail: @_____ Contact: Name	PROJECT MANAGER Name Address City, State 12345 Phone: _____ Fax: _____ E-mail: @_____ Contact: Name
ARCHITECT abe Designworks, LLC 10875 Dover Street Suite 900 Westminster, Colorado 80021 Phone: 303.926.7801 Fax: 303.926.7802 E-mail: @_____ Contact: Name	DESIGN CONSULTANT Name Address City, State 12345 Phone: _____ Fax: _____ E-mail: @_____ Contact: Name
CIVIL ENGINEER Name Address City, State 12345 Phone: _____ Fax: _____ E-mail: @_____ Contact: Name	LANDSCAPE ARCHITECT Name Address City, State 12345 Phone: _____ Fax: _____ E-mail: @_____ Contact: Name
STRUCTURAL ENGINEER Name Address City, State 12345 Phone: _____ Fax: _____ E-mail: @_____ Contact: Name	MECHANICAL ENGINEER Name Address City, State 12345 Phone: _____ Fax: _____ E-mail: @_____ Contact: Name
PLUMBING ENGINEER Name Address City, State 12345 Phone: _____ Fax: _____ E-mail: @_____ Contact: Name	ELECTRICAL ENGINEER Name Address City, State 12345 Phone: _____ Fax: _____ E-mail: @_____ Contact: Name
FIRE PROTECTION ENGINEER Name Address City, State 12345 Phone: _____ Fax: _____ E-mail: @_____ Contact: Name	AUDIO / VIDEO CONSULTANT Name Address City, State 12345 Phone: _____ Fax: _____ E-mail: @_____ Contact: Name
FOODSERVICE CONSULTANT Name Address City, State 12345 Phone: _____ Fax: _____ E-mail: @_____ Contact: Name	GENERAL CONTRACTOR Name Address City, State 12345 Phone: _____ Fax: _____ E-mail: @_____ Contact: Name

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A0.2	First Floor Existing Plan
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L_	Sheet Name
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S_	Sheet Name
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M_	Sheet Name
M_	Sheet Name
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P_	Sheet Name
P_	Sheet Name
ELECTRICAL	
E_	Sheet Name
E_	Sheet Name
FIRE PROTECTION	
FP_	Sheet Name
FP_	Sheet Name
AUDIO / VIDEO	
AV_	Sheet Name
AV_	Sheet Name
FOODSERVICE	
FS_	Sheet Name
FS_	Sheet Name

abe Designworks, LLC
10875 Dover Street Suite 900
Westminster, Colorado 80021
303.926.7801 voice
303.926.7802 fax



L 1171
COA Fire Station #10
Remodel

not for construction

3951 South Reservoir Road
Aurora, Colorado 80014

PROJ. NO. FIRE STATION 10
DRAWN: M. GENGLER
CHECKED: M. GENGLER
CADD FILE:
DATE: 6.14.06

NO.	DATE	DESCRIPTION

FIRE STATION
#10 REMODEL

SHEET TITLE:

Cover Sheet

SCALE:
SHEET NUMBER:

A0.0

abe Designworks, LLC
10875 Dover Street Suite 900
Westminster, Colorado 80021
303.926.7801 voice
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DESIGNWORKS



L 1171

FM 06-

COA Fire Station #10

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Aurora, Colorado 80014

PROJ. NO. FIRE STATION 10
DRAWN: M. GENGLER
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CADD FILE:
DATE: 6.14.06

NO.	DATE	DESCRIPTION

FIRE STATION
#10 REMODEL

SHEET TITLE:

Code Plan

SCALE: 1/8" = 1'
SHEET NUMBER:

A0.1

Code Analysis

Refer to Sheet A0.21 for Exiting Plans

APPLICABLE CODES

2003 International Building Code (IBC)
2003 International Mechanical Code (IMC)
2003 International Plumbing Code (IPC)
2003 International Fuel Gas Code (IFGC)
2005 National Electrical Code
2003 International Fire Code (IFC)
1991 Uniform Building Conservation Code

All Chapters, Sections, and Tables referenced below are for the IBC, unless noted otherwise

USE AND OCCUPANCY CLASSIFICATION (Chapter 3)

B - Business (New Fitness Room per 303.1.1 non accessory assembly use)
R-2 - Dormitories (Sec. 310.1)
S-2 - Low Hazard Storage (Apparatus Bay per Sec. 311.3)

CONSTRUCTION TYPE (Chapter 6)

V-B - Combustible (Sec. 602.5)

GENERAL BUILDING HEIGHTS AND AREAS (Chapter 5)

Tabular Allowable Height and Area - Table 503				
Occupancy	Const. Type	Stories	Height	Area
B	V-B	2	40	9,000 sf
R-2	V-B	2	40	7,000 sf
S-2	V-B	2	40	13,500 sf

MIXED OCCUPANCIES (Sec. 302.3)

Mixed occupancies will be treated in accordance with the following:

- ☐ Nonseparated Uses (Sec. 302.3.1)
Occupancy Group R-2 will govern for allowable height and area.
- ☐ Separated Uses (Sec. 302.3.2)
Required separation between Groups _ and _ : _ Hours (Table 302.3.3)
Required separation between Groups _ and _ : _ Hours (Table 302.3.3)

AREA MODIFICATIONS (Sec. 506)

$$A_a = A_t + [A_t(I_f)/100] + [A_t(I_s)/100]$$

where:

A_a = Allowable area per floor (in square feet)
 A_t = Tabular area per floor in accordance with Table 503 (in square feet)
 I_f = Area increase due to frontage as calculated in accordance with Sec. 506.2
 I_s = Area increase due to sprinkler protection as calculated in accordance with Sec. 506.3

$$I_f = 100 [(F/P) - 0.25] (W/30)$$

where:

I_f = Area increase due to frontage (percent)
 F = Building perimeter which fronts on a public way or open space having 20 feet open min. width
 P = Perimeter of entire building
 W = Minimum width of public way or open space

$$A_t = 7,000 \text{ sf} \quad I_s = 0 \quad F = 327' \quad P = 391' \quad W = 21'$$

$$\begin{aligned} I_f &= 100 [(F/P) - 0.25] (W/30) \\ &= 100 [(327/391) - 0.25] (21/30) \\ &= 100 [(.84) - 0.25] (.7) = 100 [0.59] (.7) = 41.3 \end{aligned}$$

$$\begin{aligned} A_a &= A_t + [A_t(I_f)/100] + [A_t(I_s)/100] \\ &= 7,000 + [7,000(41.3)/100] + [7,000(0)/100] \\ &= 7,000 + [289,100/100] + 0 = 7,000 + 2,891 + 0 \\ &= 9,891 \text{ sf} \end{aligned}$$

ACTUAL BUILDING HEIGHT AND AREA

Height:	Allowable	Actual	
Stories:	2	1	OK
Feet:	40 ft	22 ft	OK
Area:	Allowable	Actual	
First Floor:	9,891 sf	7,850 sf	OK
Building Total:	9,891 sf	7,850 sf	OK

FIRE-RESISTANCE RATING REQUIREMENTS

Requirements for Building Elements (Table 601):

Construction Type V-B	
Structural frame:	0 Hour
Bearing walls - Exterior:	0 Hour
Bearing walls - Interior:	0 Hour
Nonbearing walls - Exterior:	See Table 602
Nonbearing walls - Interior:	0 Hour
Floor construction:	0 Hour
Roof construction:	0 Hour

Requirements for Exterior Walls Based on Fire Separation Distance (Table 602):

Construction Type V-B; Occupancies B, R-2, S-2	
< 5' Separation distance:	1 Hour
≥ 5' and < 10' Separation distance:	1 Hour
≥ 10' and < 30' Separation distance:	0 Hour
≥ 30' Separation distance:	0 Hour

Requirements for Incidental Use Areas (Table 302.1.1):

Storage rooms over 100 sf:	☐ 1 Hour separation (Fire Barrier) OR ☐ Automatic fire-extinguishing system
----------------------------	---

Requirements for Corridor Fire-Resistance Rating (Table 1016.1):

Occupancies B, R, S without sprinkler system:	1 Hour
Occupancies R without sprinkler system and serving an occupancy load greater than 10:	Not Permitted

Requirements for Emergency Escape and Rescue (Section 1025):

Exception #2: In other than Group R-3 occupancies as applicable in Section 101.2, sleeping rooms provided with door to a fire-resistance-rated corridor having access to two remote exits in opposite directions.

Code Legend

OCCUPANCY TYPE LEGEND

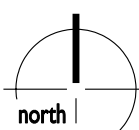
	Occupancy B - Business - Fitness Room (Sec. 303.1.1)
	Occupancy R-2 - Dormitories (Sec. 310.1)
	Occupancy S-2 - Low Hazard Storage (Sec. 311.3)

EXITING LEGEND

	Area / Occupant Load Callout showing: Area of room in SF Occupant load factor (Table 10-A) Number of occupants
	Number of Occupants Exiting Through Door / Egress Component
	Sum of Occupants Travelling to a Given Required Exit
	Required Exit Callout Showing: Actual Number of Occupants Exiting Capacity of Exit in Occupants

FIRE-RESISTANCE-RATED WALL LEGEND

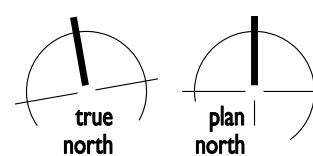
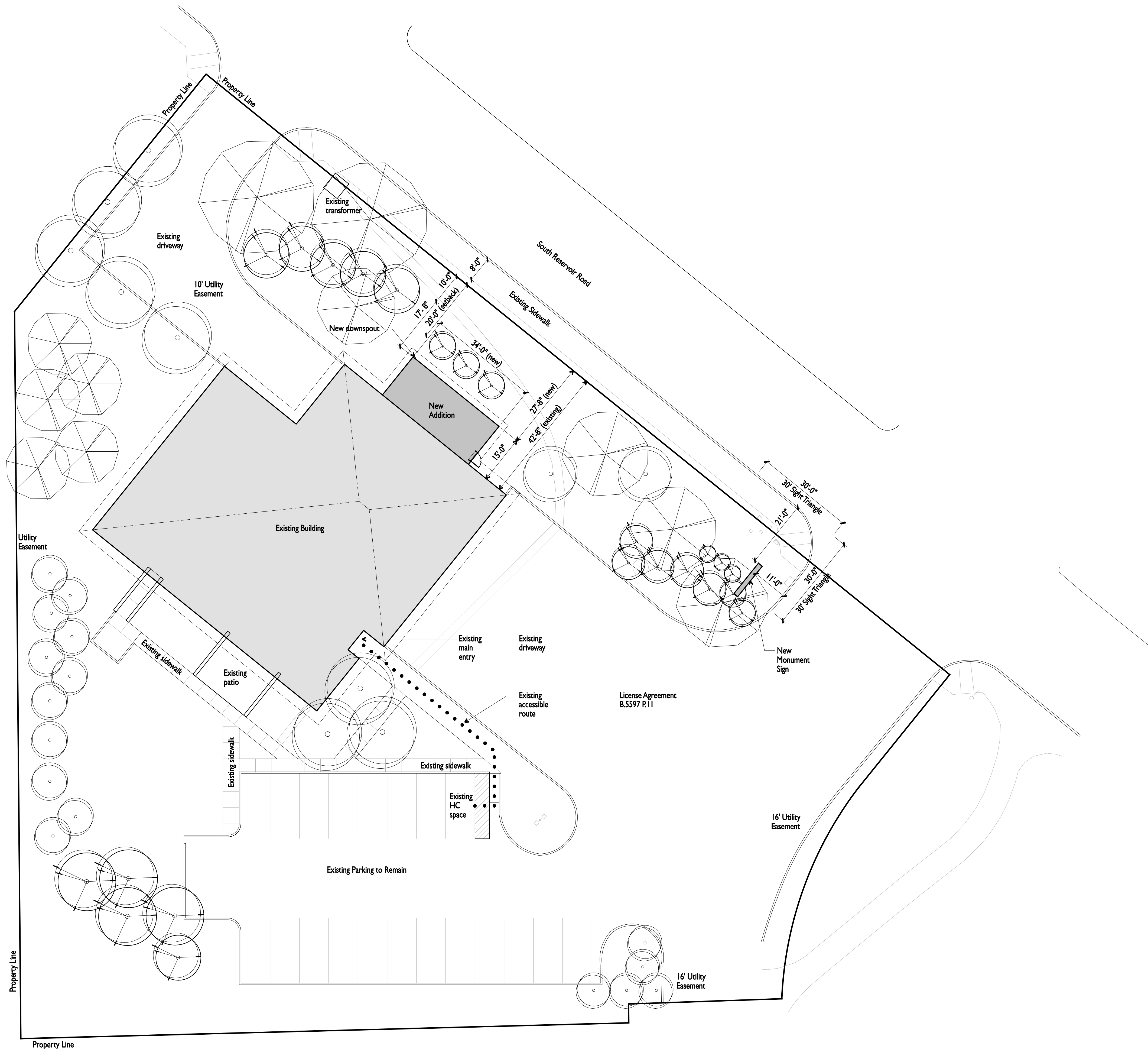
Fire Barrier - 1-Hour rated assembly



Occupancy Plan

Scale: 1/8" = 1' - 0"

A0.1



Site Plan
Scale: 1/16" = 1'-0" A1.1

abe Designworks, LLC
10875 Dover Street Suite 900
Westminster, Colorado 80021
303.926.7801 voice
303.926.7802 fax



L 1171

FM 06-

COA Fire Station #10

Remodel
not for construction

3951 South Reservoir Road
Aurora, Colorado 80014

PROJ. NO. FIRE STATION 10
DRAWN: M. GENGLER
CHECKED: M. GENGLER
CADD FILE:
DATE: 6.14.06

NO.	DATE	DESCRIPTION

FIRE STATION #10 REMODEL

SHEET TITLE:

Site Plan

SCALE: 1/16" = 1'
SHEET NUMBER:

A1.1



GENERAL NOTES

- 1) THESE DOCUMENTS SHOULD NOT BE CONSIDERED AS A SURVEY OF EXISTING CONDITIONS. THE G. C. SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES OR OMISSIONS BETWEEN THE CONTRACT DOCUMENTS AND FIELD CONDITIONS BEFORE COMMENCING ANY WORK AND REQUEST CLARIFICATION.
- 2) ALL DIMENSIONS ARE TO FACE OF METAL STUD, NOMINAL FACE OF MASONRY, OR FACE OF CONCRETE, UNLESS NOTED OTHERWISE.
- 3) ALL DEMOLITION WORK IS TO BE SELECTIVE. SALVAGE ALL MATERIALS TO THE GREATEST EXTENT POSSIBLE AND STOCK PILE FOR POSSIBLE RE-USE IN THE NEW CONSTRUCTION.
- 4) PATCH AND REPAIR ALL FINISHES, CEILING AND WALLS AS REQUIRED AROUND ANY SELECTIVE DEMOLITION WORK.
- 5) PAINT ALL NEW WALL PARTITIONS TO MATCH EXISTING ADJACENT WALL SURFACES.

Demolition Notes

- D-01 EXISTING WALL PARTITION TO BE REMOVED. SEE GENERAL NOTES ABOVE.
- D-02 EXISTING DOOR TO BE REMOVED
- D-03 EXISTING KITCHEN SINK, DISPOSAL AND FAUCET TO BE REMOVED
- D-04 EXISTING CERAMIC TILE AND TERRAZZO BASE SHOWER TO BE REMOVED
- D-05 EXISTING LAVATORY AND COUNTER TO BE REMOVED
- D-06 EXISTING URINAL TO BE REMOVED
- D-07 EXISTING TOILET TO BE REMOVED
- D-08 EXISTING TOILET PARTITION TO BE REMOVED
- D-09 EXISTING KITCHEN COUNTER TO BE REMOVED
- D-10 REMOVE EXISTING CMU WALL AND PROVIDE LINTEL ANGLE FOR NEW DOOR
- D-11 REMOVE EXISTING PASS THROUGH WINDOW

Keyed Notes

- 05.5000-A NEW STAINLESS STEEL COUNTERTOP AND BACKSPLASH
- 09.2900-A PAINTED GYPSUM BOARD PARTITION. SEE WALL LEGEND.
- 11.3100-A NEW MICROWAVE
- 11.3100-B NEW DISPOSAL
- 22.4000-B NEW SINK DISPOSAL
- 22.4000-C NEW S. S. DOUBLE BOWL SINK INTEGRAL WITH S.S. COUNTER

WALL LEGEND

- EXISTING WALL TO BE REMOVED
- EXISTING WALL TO REMAIN
- NEW 5/8" GYPSUM BOARD OVER NEW STUD FRAMING. PATCH AND REPAIR ADJACENT EXISTING GYPSUM BOARD.

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COA Fire Station #10
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FM 06-

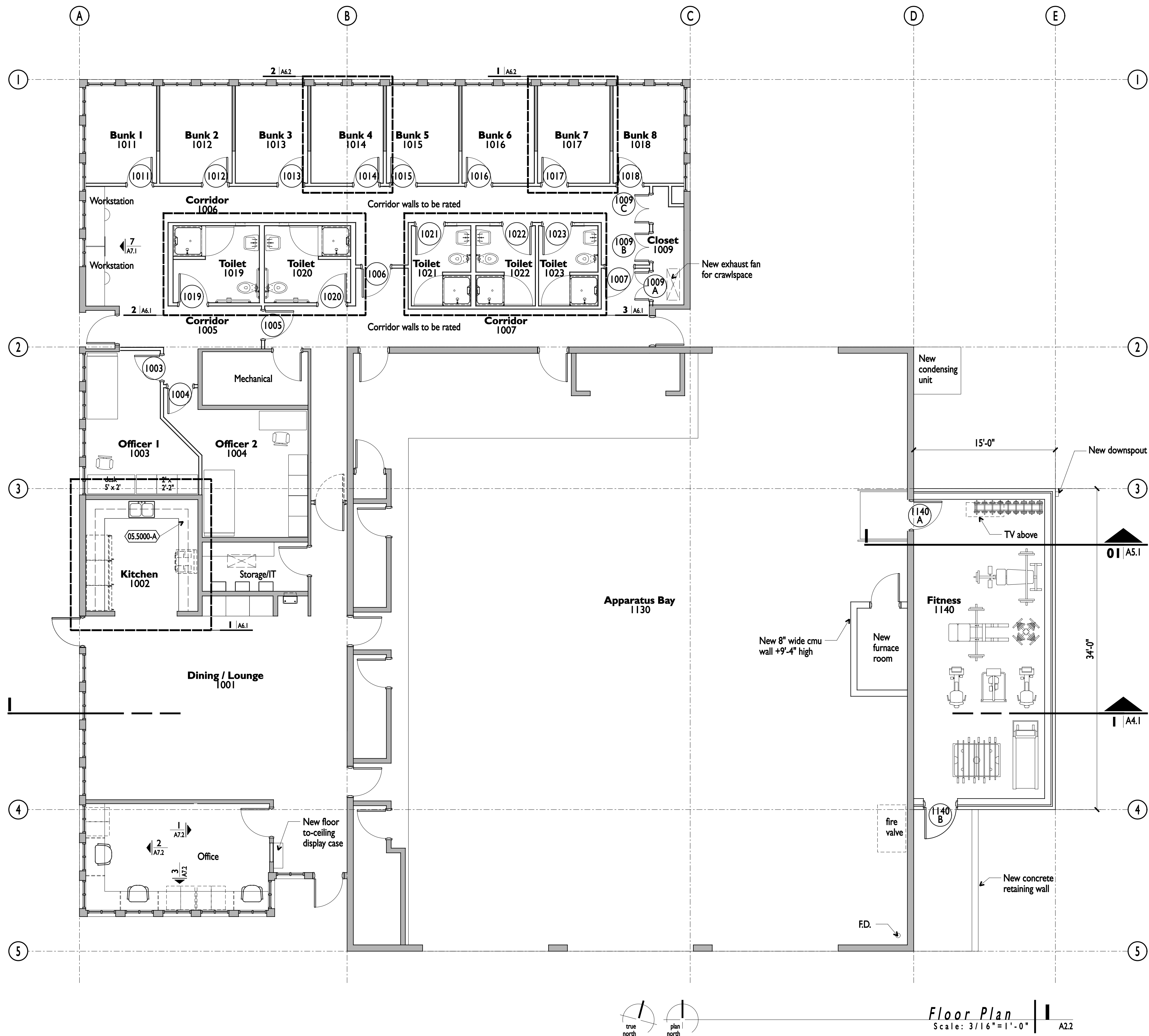
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DRAWN: M. GENGLER
CHECKED: M. GENGLER
CADD FILE:
DATE: 6.14.06

NO.	DATE	DESCRIPTION

FIRE STATION #10 REMODEL

SHEET TITLE:
Demolition Floor Plan

SCALE: 3/16" = 1'
SHEET NUMBER:
A2.1



GENERAL NOTES

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- 5) PAINT ALL NEW WALL PARTITIONS TO MATCH EXISTING ADJACENT WALL SURFACES.

Wall Types

PREFIX RATING SUFFIX

3 5/8" METAL STUDS
6 6" METAL STUDS

3 5/8" METAL STUDS
6 6" METAL STUDS

3 5/8" METAL STUDS
6 6" METAL STUDS

PREFIX RATING SUFFIX

3 5/8" METAL STUDS
6 6" METAL STUDS

3 5/8" METAL STUDS
6 6" METAL STUDS

3 5/8" METAL STUDS
6 6" METAL STUDS

RATING N NON RATED
1 1 HOUR RATED

SUFFIX a WALL TO STRUCTURE ABOVE
c WALL TO CEILING GRID
s SOUND BATTS

Keyed Notes

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- 11.3100-B NEW DISPOSAL
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- 22.4000-C NEW S. S. DOUBLE BOWL SINK INTEGRAL WITH S.S. COUNTER

WALL LEGEND

- EXISTING WALL TO BE REMOVED
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- NEW 5/8" GYPSUM BOARD OVER NEW STUD FRAMING. PATCH AND REPAIR ADJACENT EXISTING GYPSUM BOARD.

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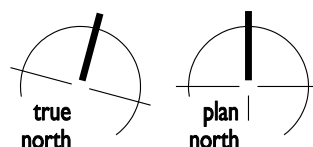
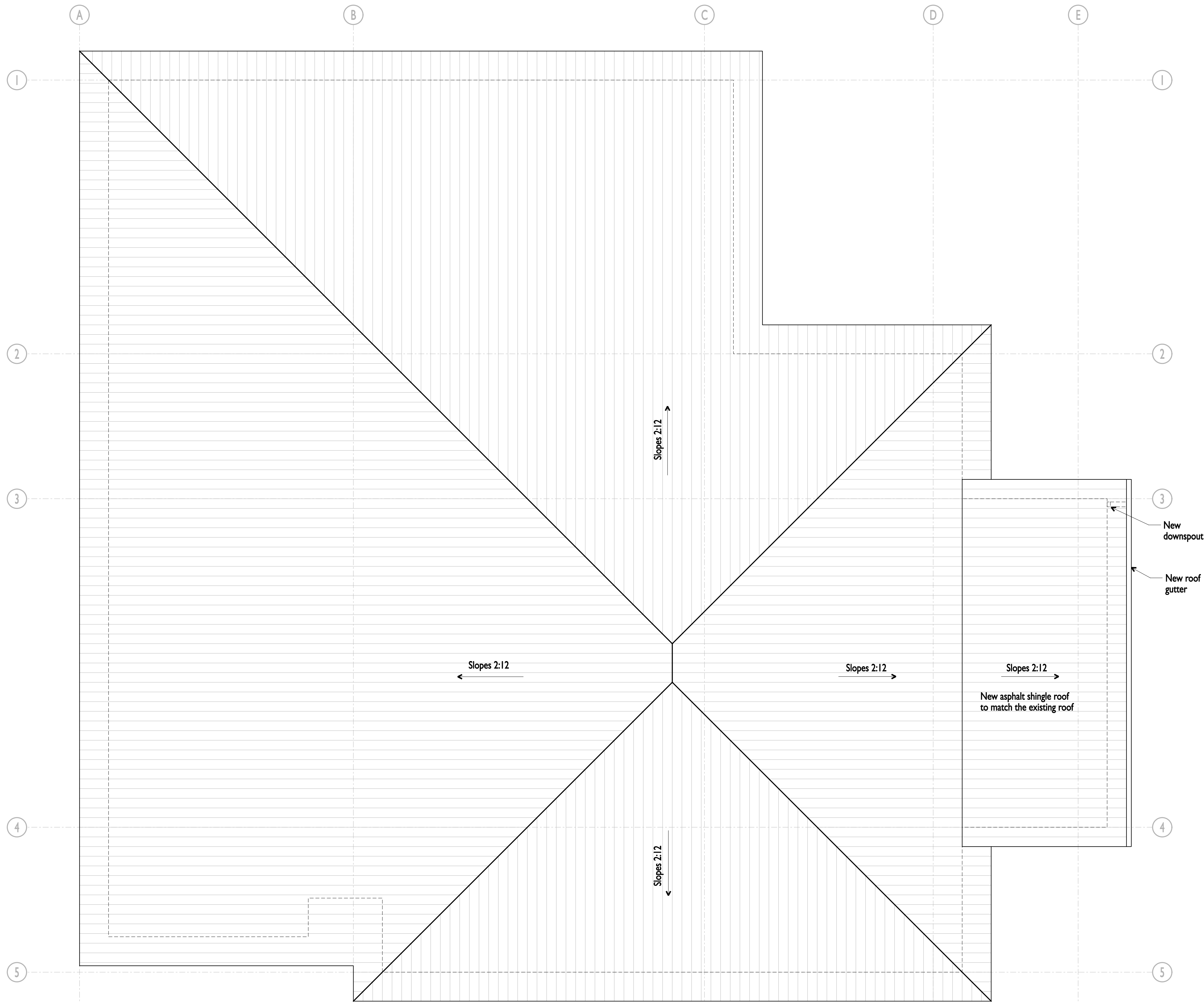
FIRE STATION #10 REMODEL

SHEET TITLE:
First Floor Plan

SCALE: 3/16" = 1'
SHEET NUMBER:

A2.2

Floor Plan
Scale: 3/16" = 1'-0" A22



Roof Plan | A2.3
Scale: 3/16" = 1'-0"

GENERAL NOTES

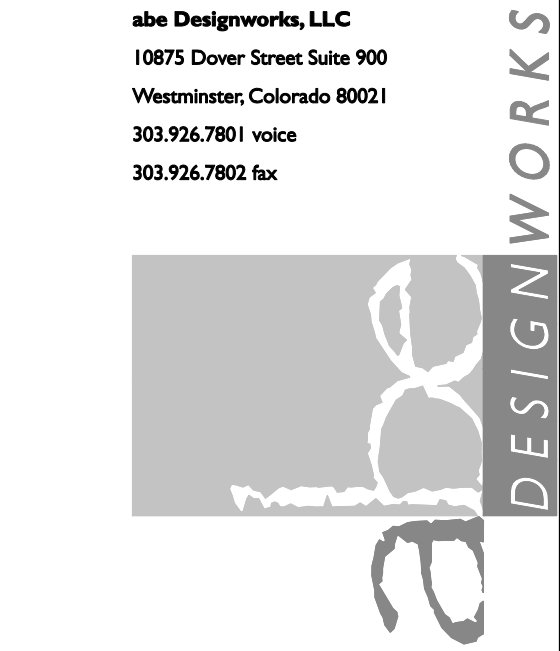
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Keyed Notes

- | | |
|-----------|---|
| 05.5000-A | NEW STAINLESS STEEL COUNTERTOP AND BACKSPASH |
| 09.2900-A | PAINTED GYPSUM BOARD PARTITION. SEE WALL LEGEND. |
| 11.3100-A | NEW MICROWAVE |
| 11.3100-B | NEW DISPOSAL |
| 22.4000-B | NEW SINK DISPOSAL |
| 22.4000-C | NEW S. S. DOUBLE BOWL SINK INTEGRAL WITH S.S. COUNTER |

WALL LEGEND

- | | |
|--|---|
| | EXISTING WALL TO BE REMOVED |
| | EXISTING WALL TO REMAIN |
| | NEW 5/8" GYPSUM BOARD OVER NEW STUD FRAMING. PATCH AND REPAIR ADJACENT EXISTING GYPSUM BOARD. |



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FIRE STATION #10 REMODEL

SHEET TITLE:
Roof Plan

SCALE: 3/16" = 1'
SHEET NUMBER:

A2.3



- CONSIDERED AS A SURVEY OF EXISTING CONDITIONS. THE G. C. SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES OR OMISSIONS BETWEEN THE CONTRACT DOCUMENTS AND FIELD CONDITIONS BEFORE COMMENCING ANY WORK AND REQUEST CLARIFICATION.
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Ceiling Types

- Cl.1** **2"x4" AFF** NEW TYPE X GYPSUM BOARD CEILING. HEIGHT TO MATCH EXISTING CEILING HEIGHT.
- Cl.2** EXSITING TYPE X GYPSUM BOARD CEILING.
- C9.2** EXPOSED STRUCTURE - PAINT AS SCHEDULED

Ceiling Legend

- NEW 2 x 4 SURFACE MOUNTED PRISMATIC LENS LIGHT FIXTURE**
- EXISTING 2 x 4 SURFACE MOUNTED LIGHT FIXTURE TO REMAIN**
- EXISTING EXIT SIGN TO REMAIN**
- MECHANICAL DIFFUSER. RE: MECHANICAL**

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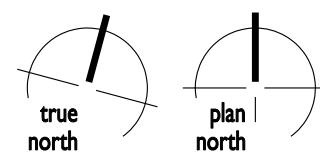
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FIRE STATION
#10 REMODEL

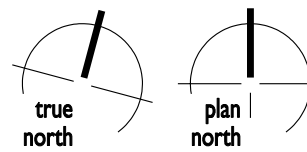
SHEET TITLE:
Reflected Ceiling
Plan

SCALE: 3/16" = 1'
SHEET NUMBER:

A2.4



Reflected Ceiling Plan
Scale: 3/16" = 1'-0" A2.4



Finish Floor Plan | 1
Scale: 3/16" = 1'-0" A2.5

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Floor Finishes

- CFT-1 MATERIAL: EXISTING CERAMIC FLOOR TILE
PRODUCT:
COLOR:
- CFT-2 MATERIAL: CERAMIC FLOOR TILE
PRODUCT:
COLOR:
- CON-1 MATERIAL: EXISTING SEALED CONCRETE
- CON-2 MATERIAL: SEALED CONCRETE
- CPT-1 MATERIAL: CARPET TILE
PRODUCT:
COLOR:
- CPT-2 MATERIAL: ROLLED CARPET
PRODUCT:
COLOR:

Keyed Notes

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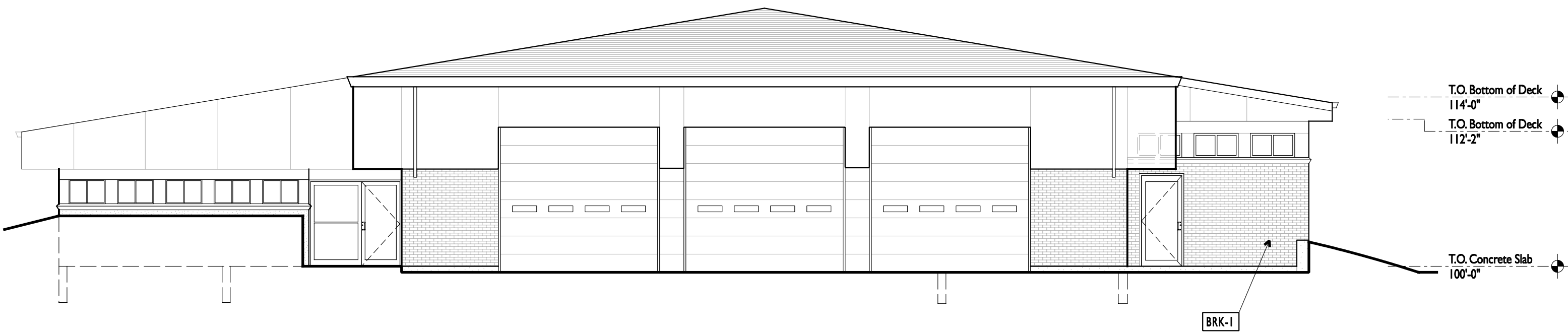
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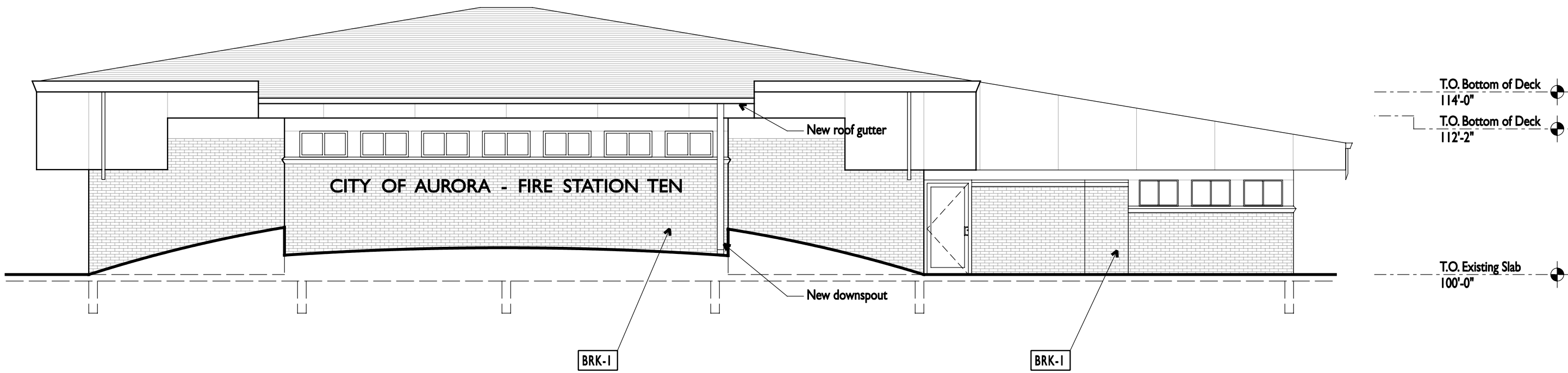
FIRE STATION
#10 REMODEL

SHEET TITLE:
Finish Floor
Plan

SCALE: 3/16" = 1'
SHEET NUMBER:
A2.5



South Elevation | 1
Scale: 1/8" = 1'-0" A2.11



East Elevation | 2
Scale: 1/8" = 1'-0" A2.11

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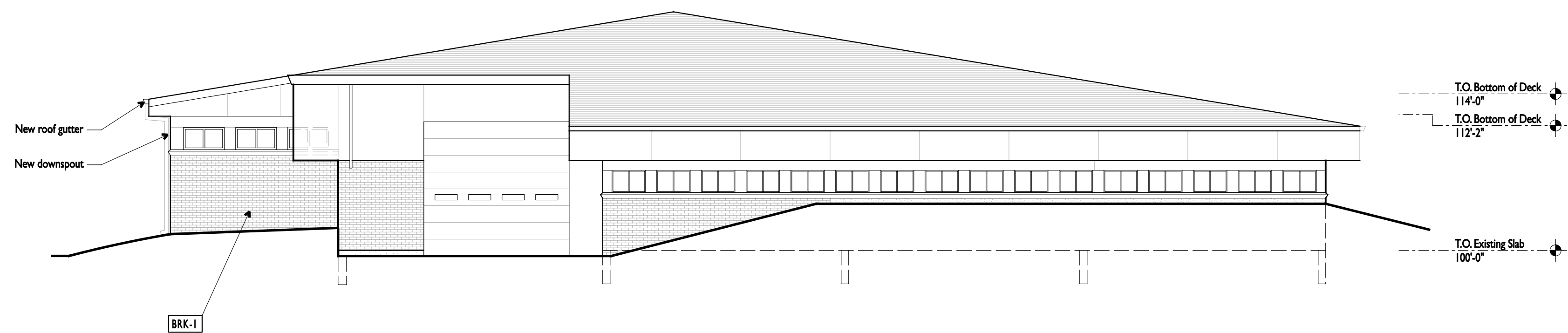
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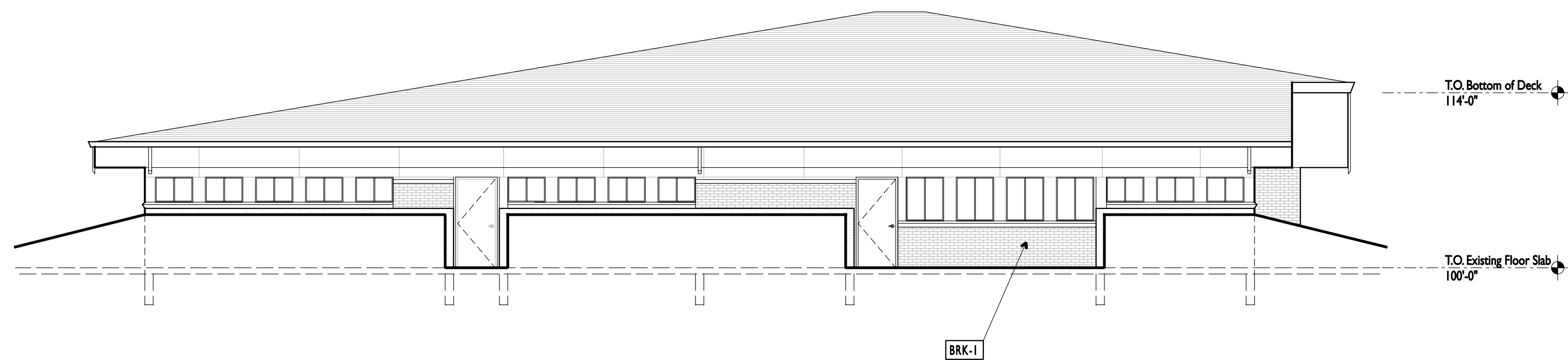
FIRE STATION
#10 REMODEL

SHEET TITLE:
Elevations

SCALE: 1/8" = 1'
SHEET NUMBER:
A3.1



North Elevation | 1
Scale: 1/8" = 1'-0" A2.12



West Elevation | 2
Scale: 1/8" = 1'-0" A2.12



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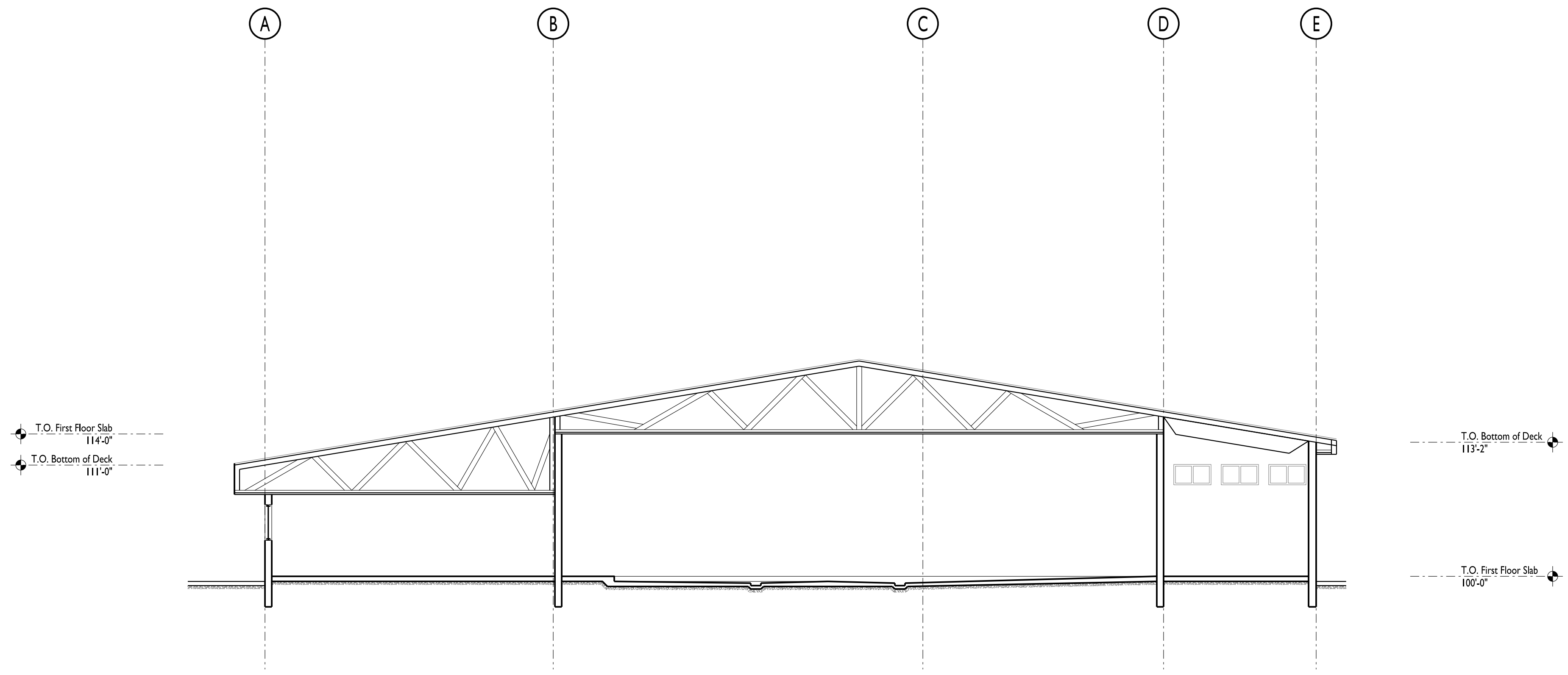
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**FIRE STATION
#10 REMODEL**

SHEET TITLE:
Elevations

SCALE: 1/8" = 1'
SHEET NUMBER:

A3.2



Building Section | I
Scale: 1/8" = 1' - 0" A3.11

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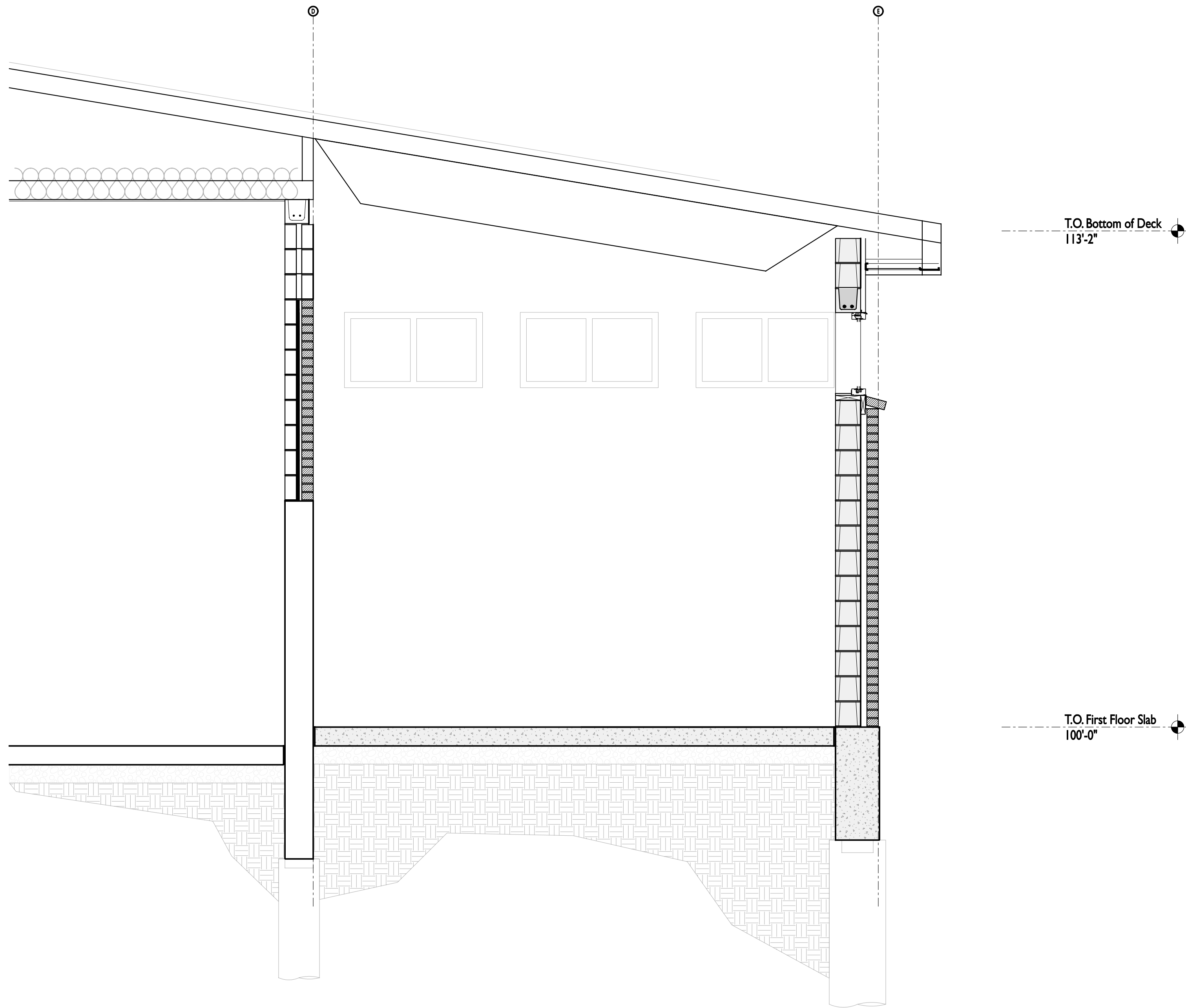
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FIRE STATION
#10 REMODEL

SHEET TITLE:
BUILDING
SECTION

SCALE: 1/8" = 1'
SHEET NUMBER:
A4.I



Wall Section
Scale: 1/2" = 1'-0" | A5.11

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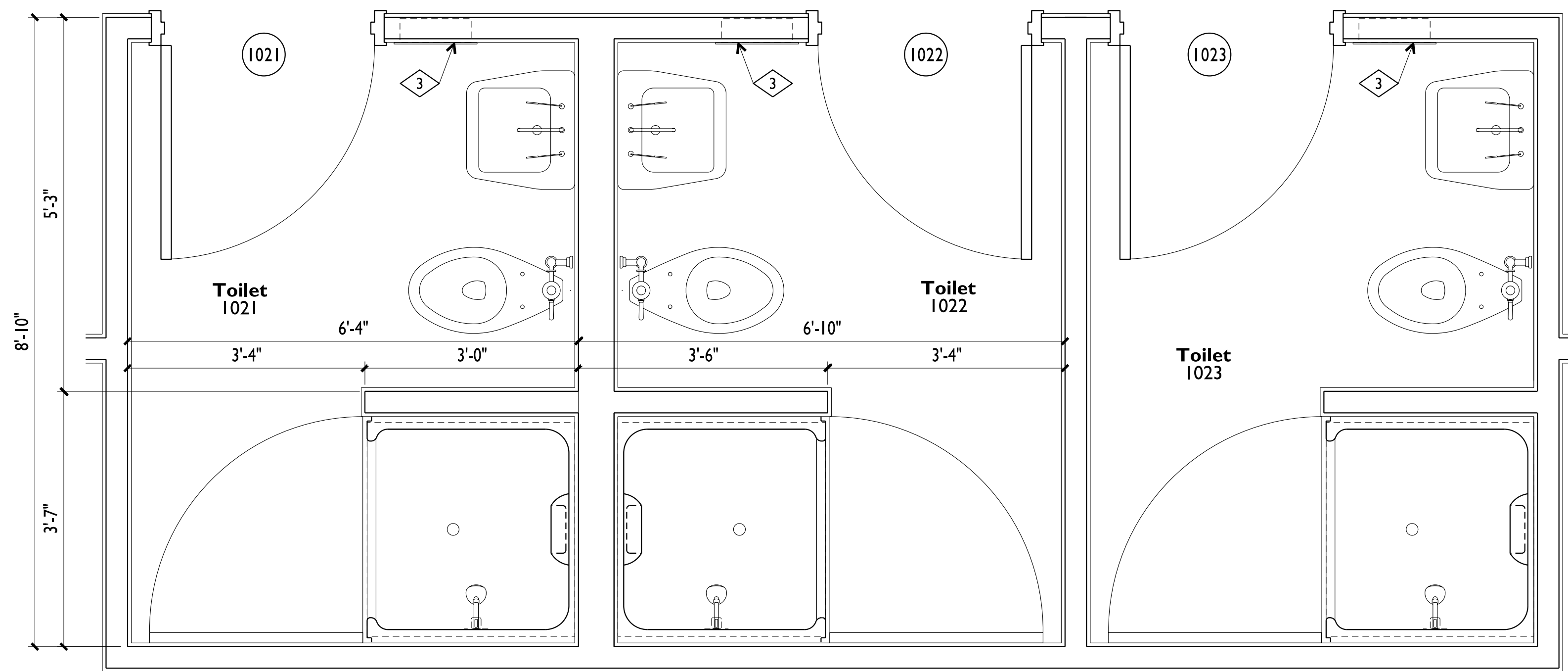
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SHEET TITLE:

Wall Section

SCALE: 1/2" = 1'
SHEET NUMBER:

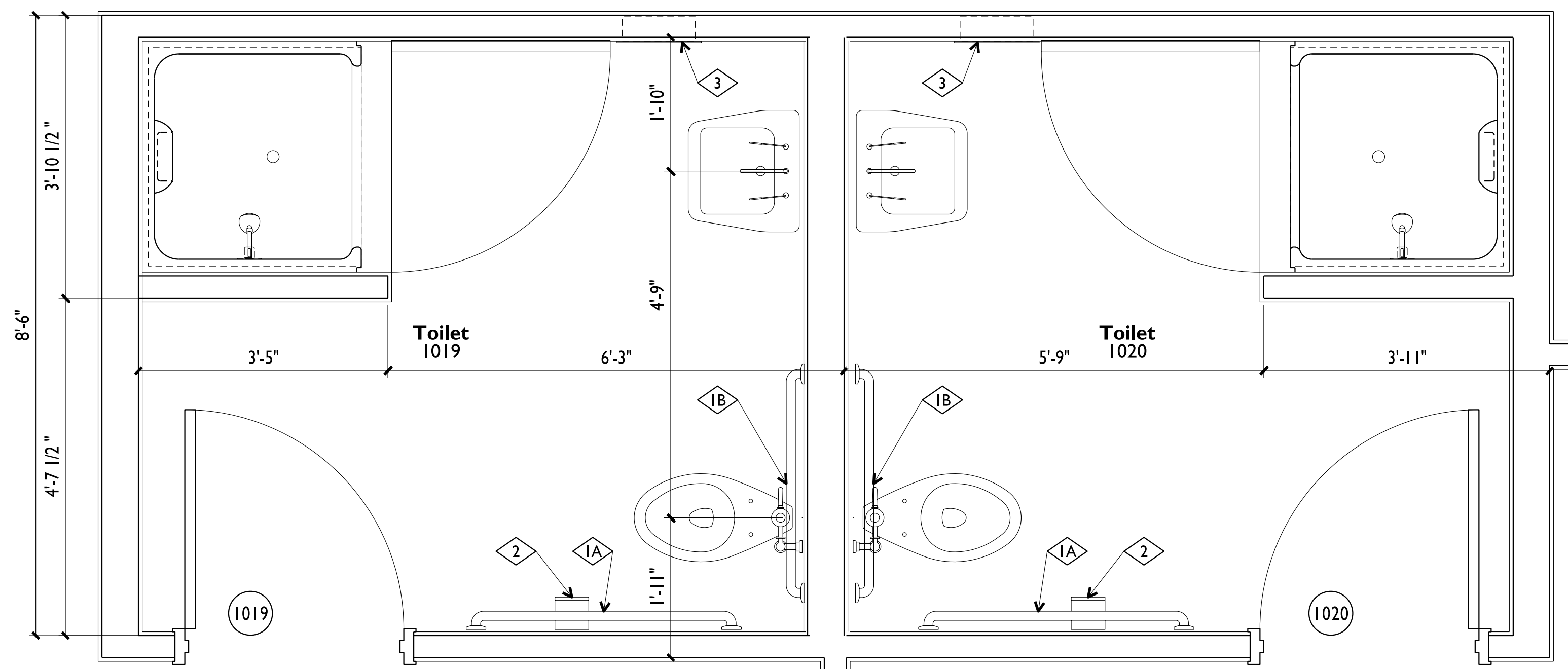
A5.1



Toilet 1021, 1022 & 1023

Scale: 3/4" = 1'-0"

A6.1



Toilet 1019 & 1020

Scale: 3/4" = 1'-0"

A6.1

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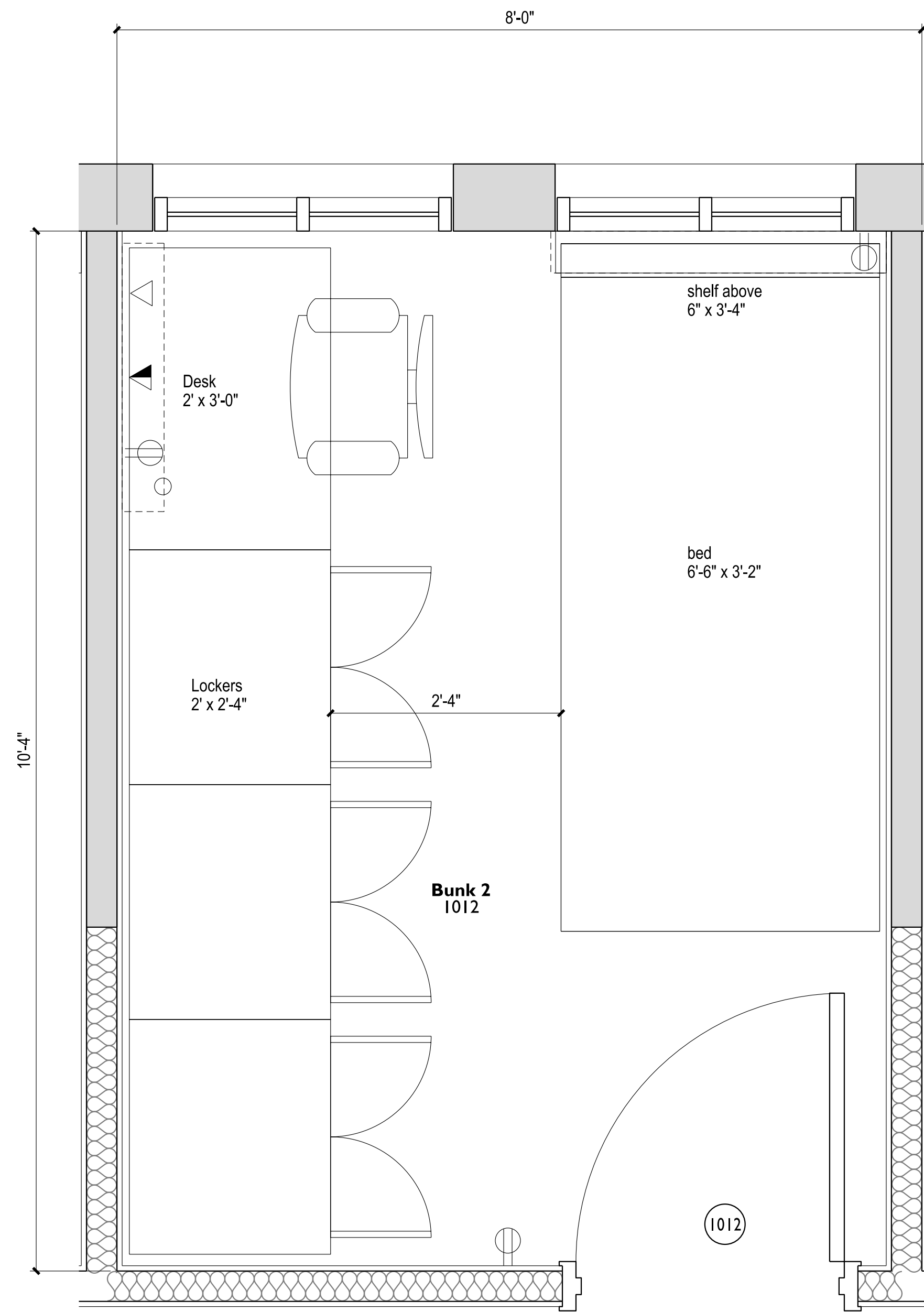
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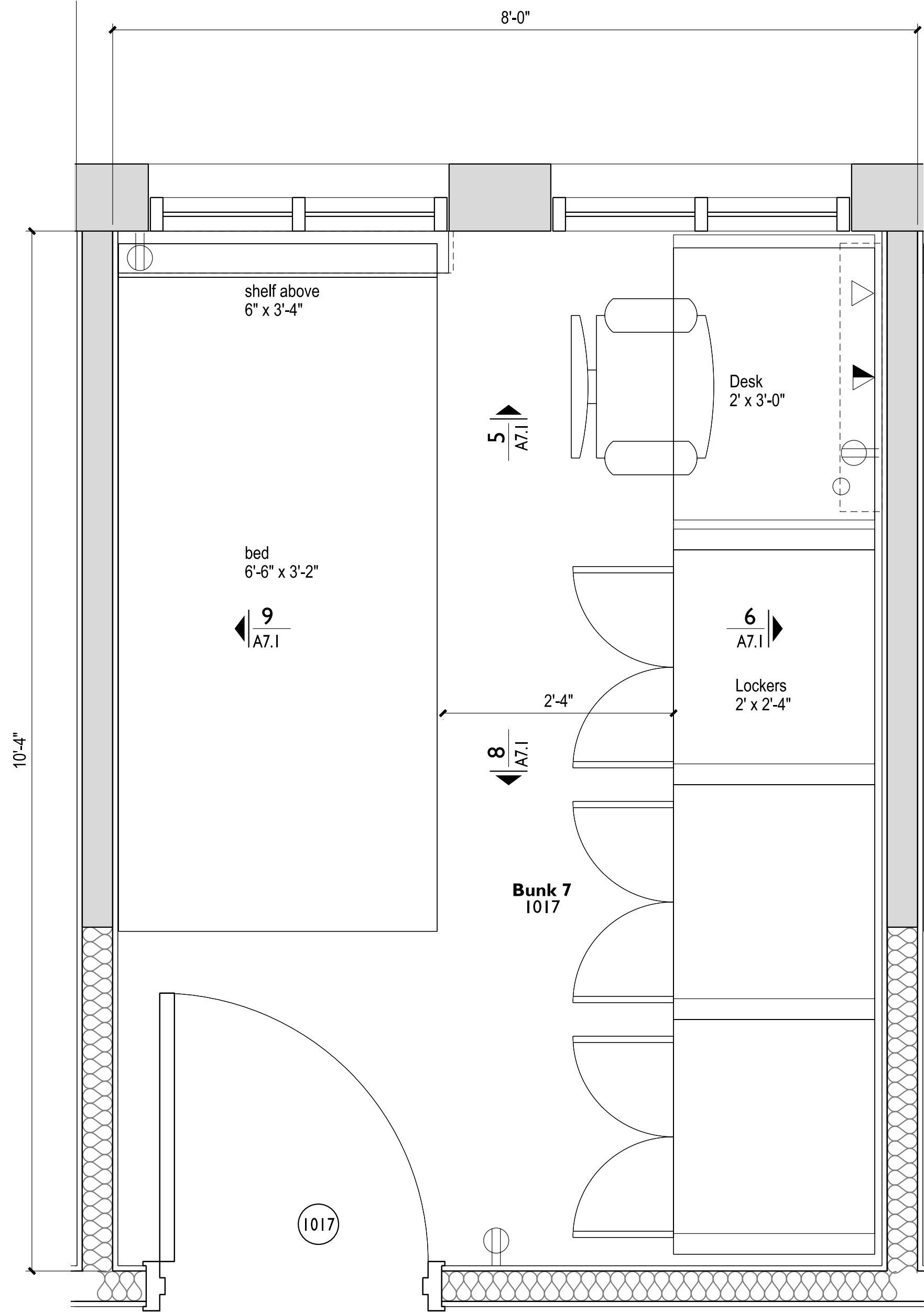
Enlarged
Floor Plans

SCALE: 3/4" = 1'
SHEET NUMBER:

A6.1



Bunk 2 | 2
Scale: 1"=1'-0" A6.2



Bunk 7 | 1
Scale: 1"=1'-0" A6.2

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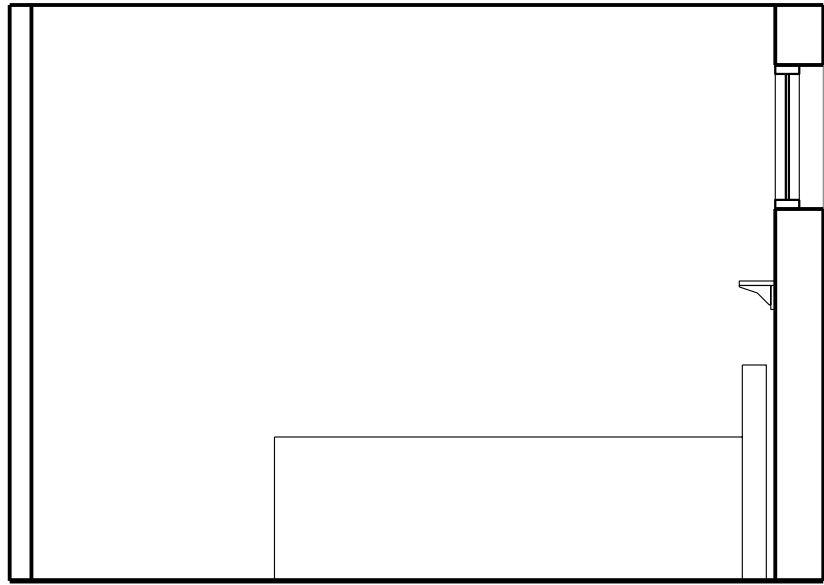
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FIRE STATION #10 REMODEL

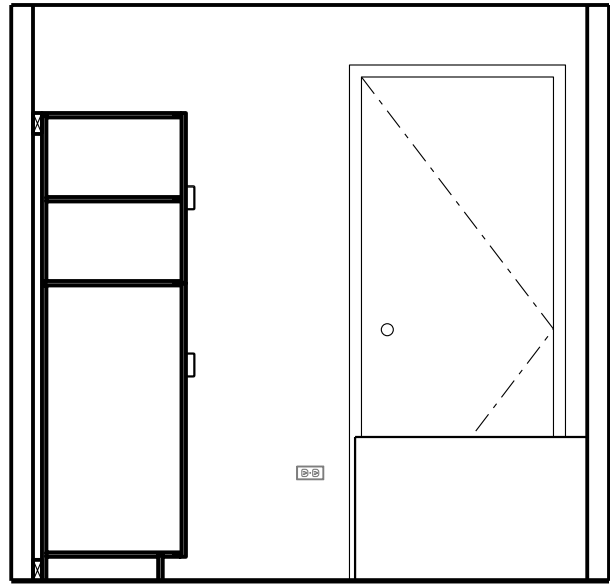
SHEET TITLE:
**Enlarged
Floor Plans**

SCALE: 1"=1'
SHEET NUMBER:

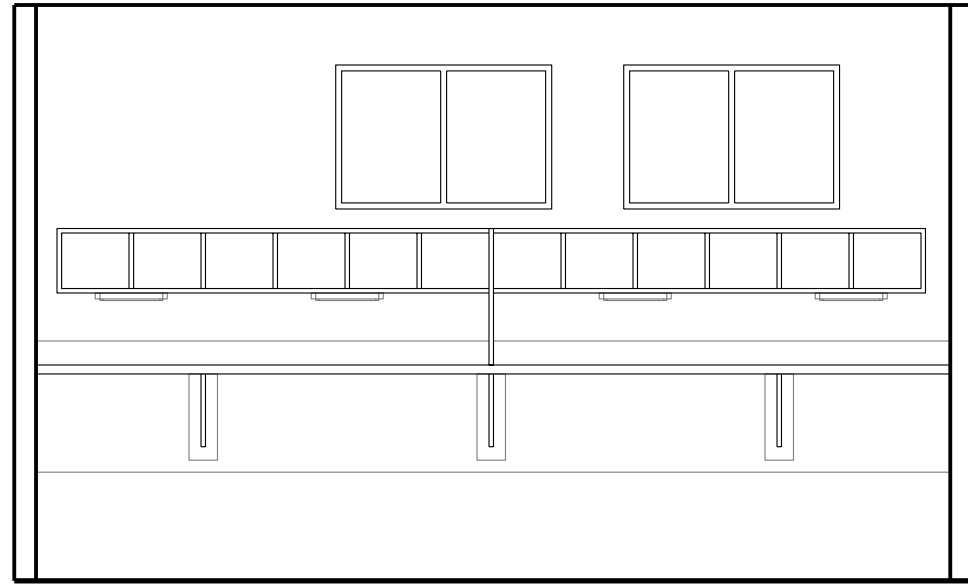
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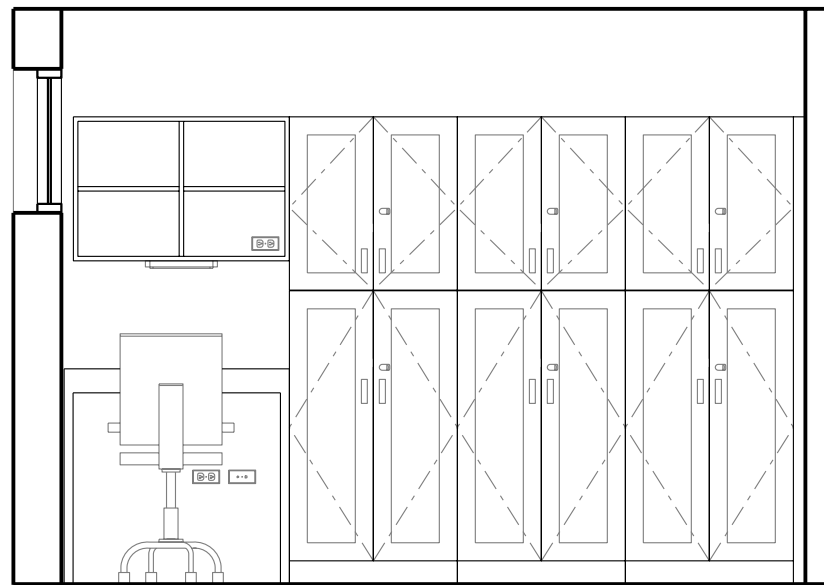
Bunk 7 | **9**
Scale: 3/8"=1'-0" A7.1



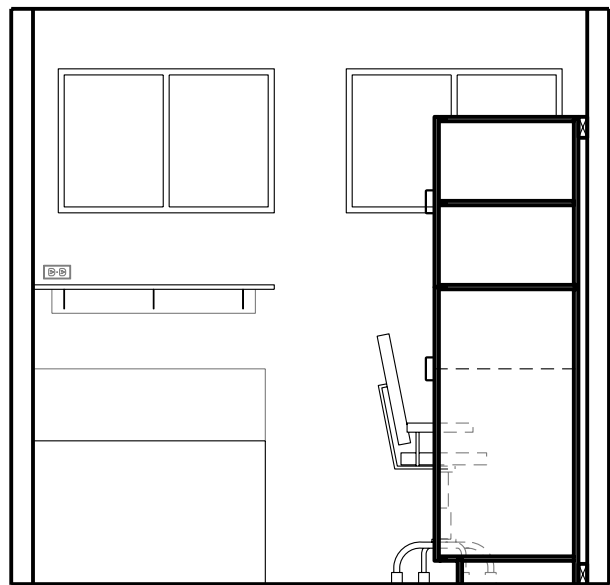
Bunk 7 | **8**
Scale: 3/8"=1'-0" A7.1



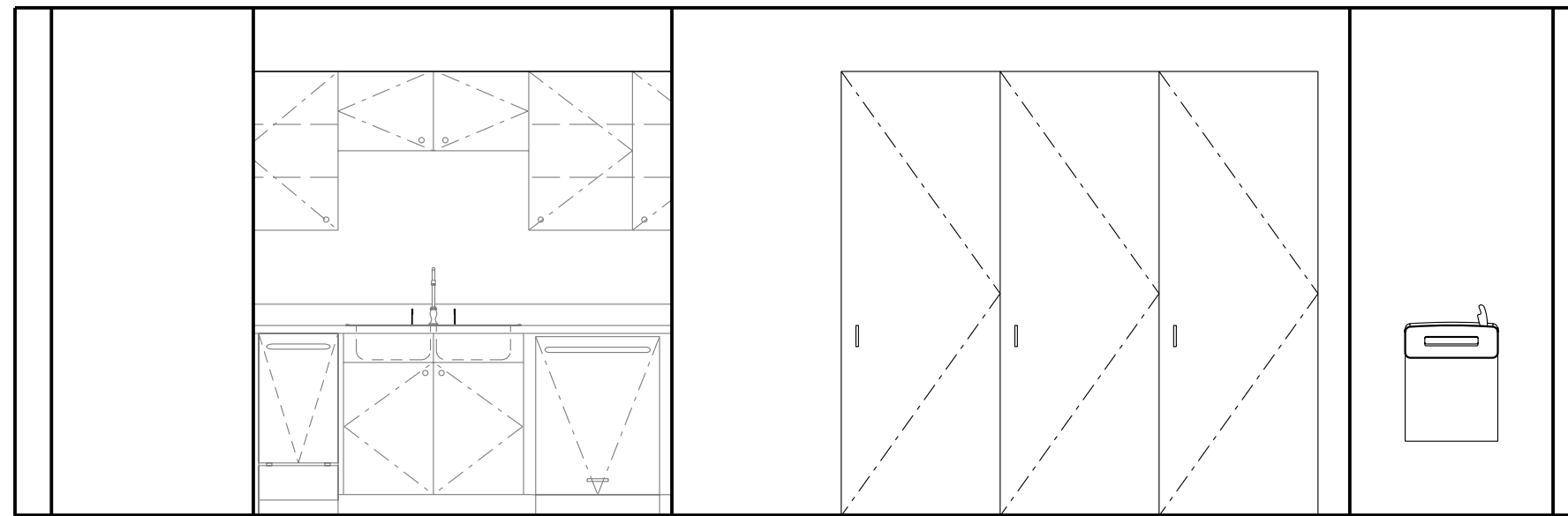
Workstation | **7**
Scale: 3/8"=1'-0" A7.1



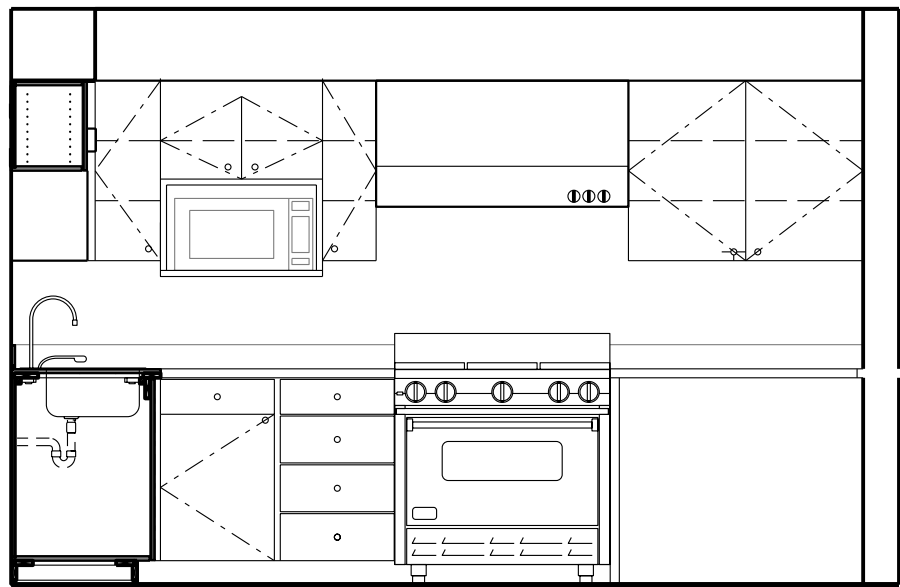
Bunk 7 | **6**
Scale: 3/8"=1'-0" A7.1



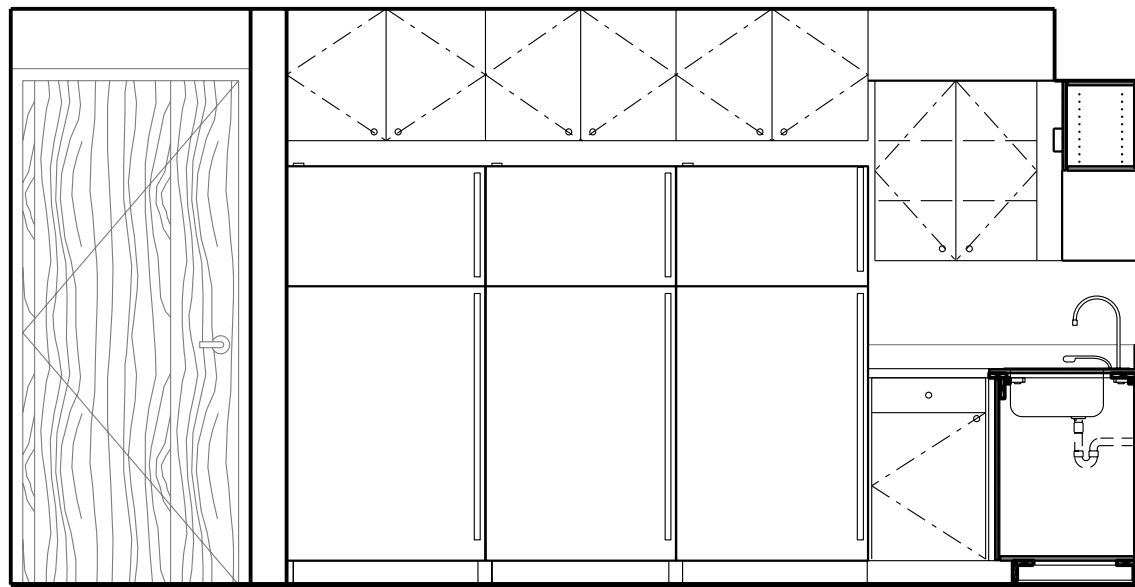
Bunk 7 | **5**
Scale: 3/8"=1'-0" A7.1



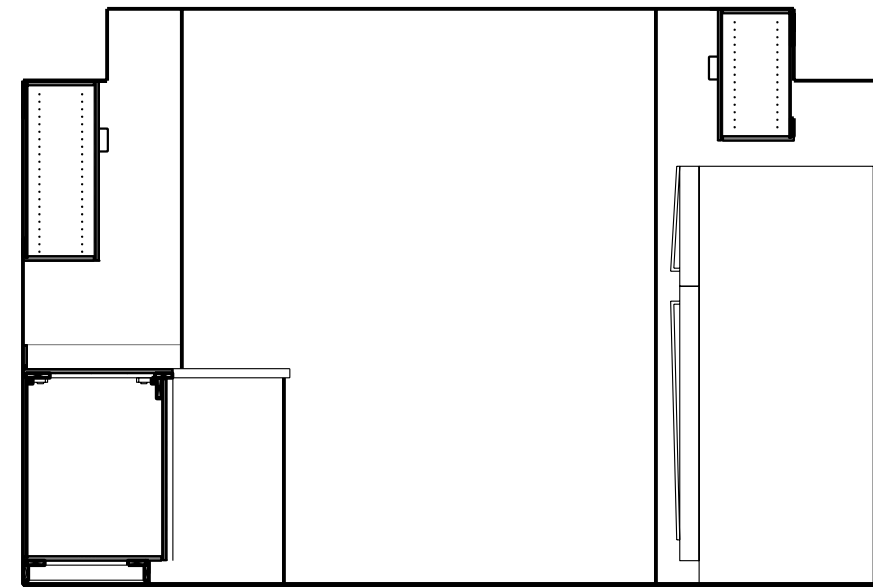
Kitchen | **4**
Scale: 3/8"=1'-0" A7.1



Kitchen | **3**
Scale: 3/8"=1'-0" A7.1



Kitchen | **2**
Scale: 3/8"=1'-0" A7.1



Kitchen | **1**
Scale: 3/8"=1'-0" A7.1



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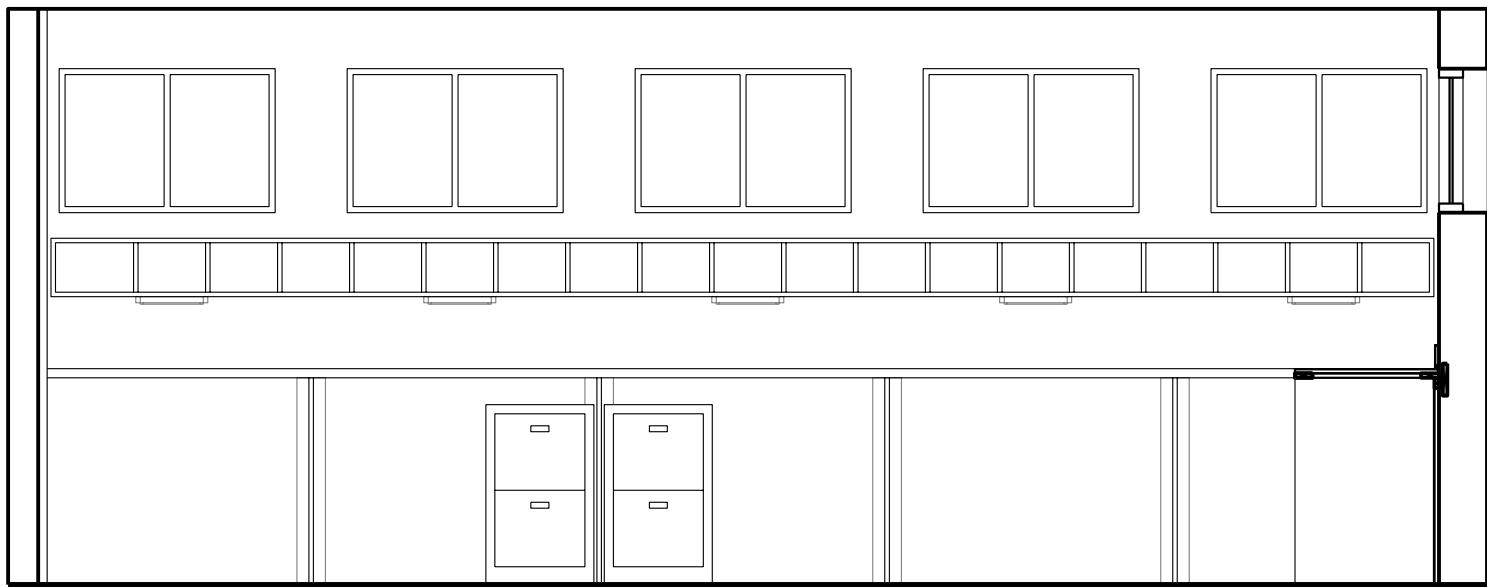
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FIRE STATION
#10 REMODEL

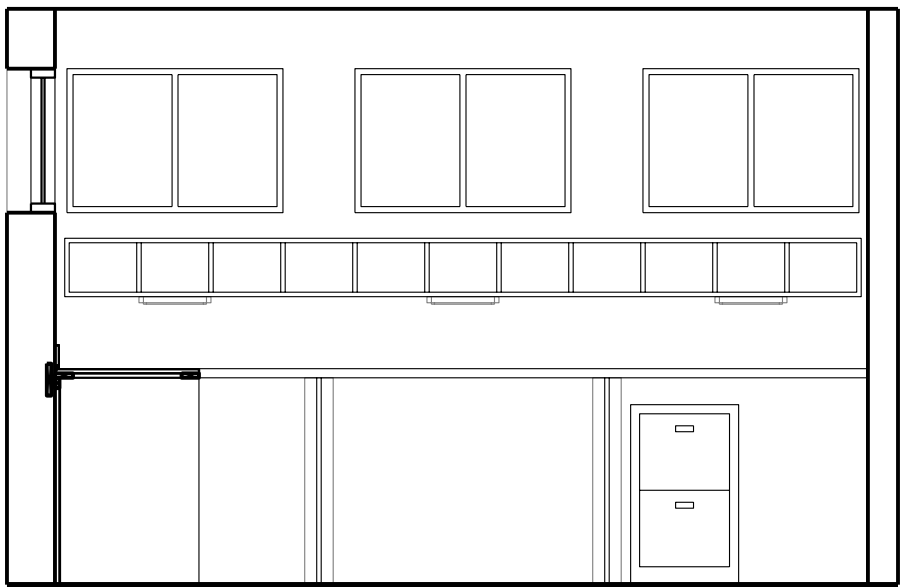
SHEET TITLE:
Interior
Elevations

SCALE: 3/8"=1'
SHEET NUMBER:

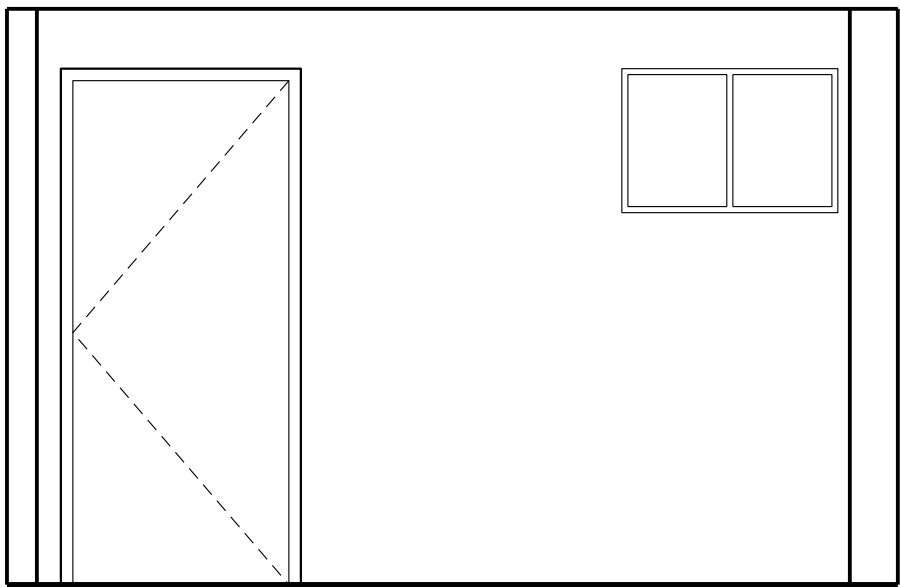
A7.1



Office | **3**
Scale: 3/8"=1'-0" | A7.2



Office | **2**
Scale: 3/8"=1'-0" | A7.2



Office | **1**
Scale: 3/8"=1'-0" | A7.2

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FIRE STATION
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SHEET TITLE:
Interior
Elevations

SCALE: 3/8"=1'
SHEET NUMBER:

A7.2



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PROJ. NO. FIRE STATION 10
DRAWN: M. GENGLER
CHECKED: M. GENGLER
CADD FILE:
DATE: 6.14.06

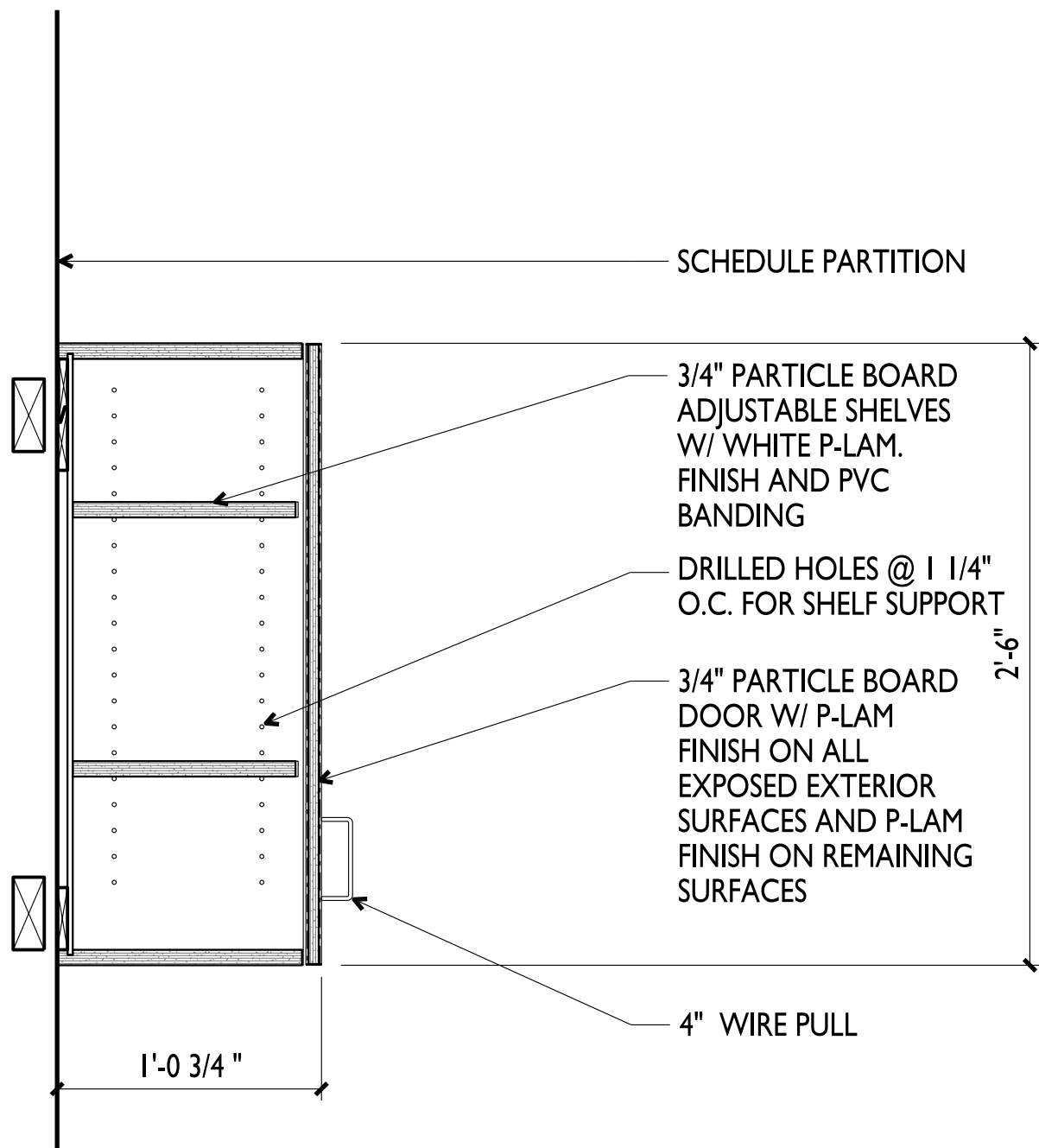
NO.	DATE	DESCRIPTION

FIRE STATION #10 REMODEL

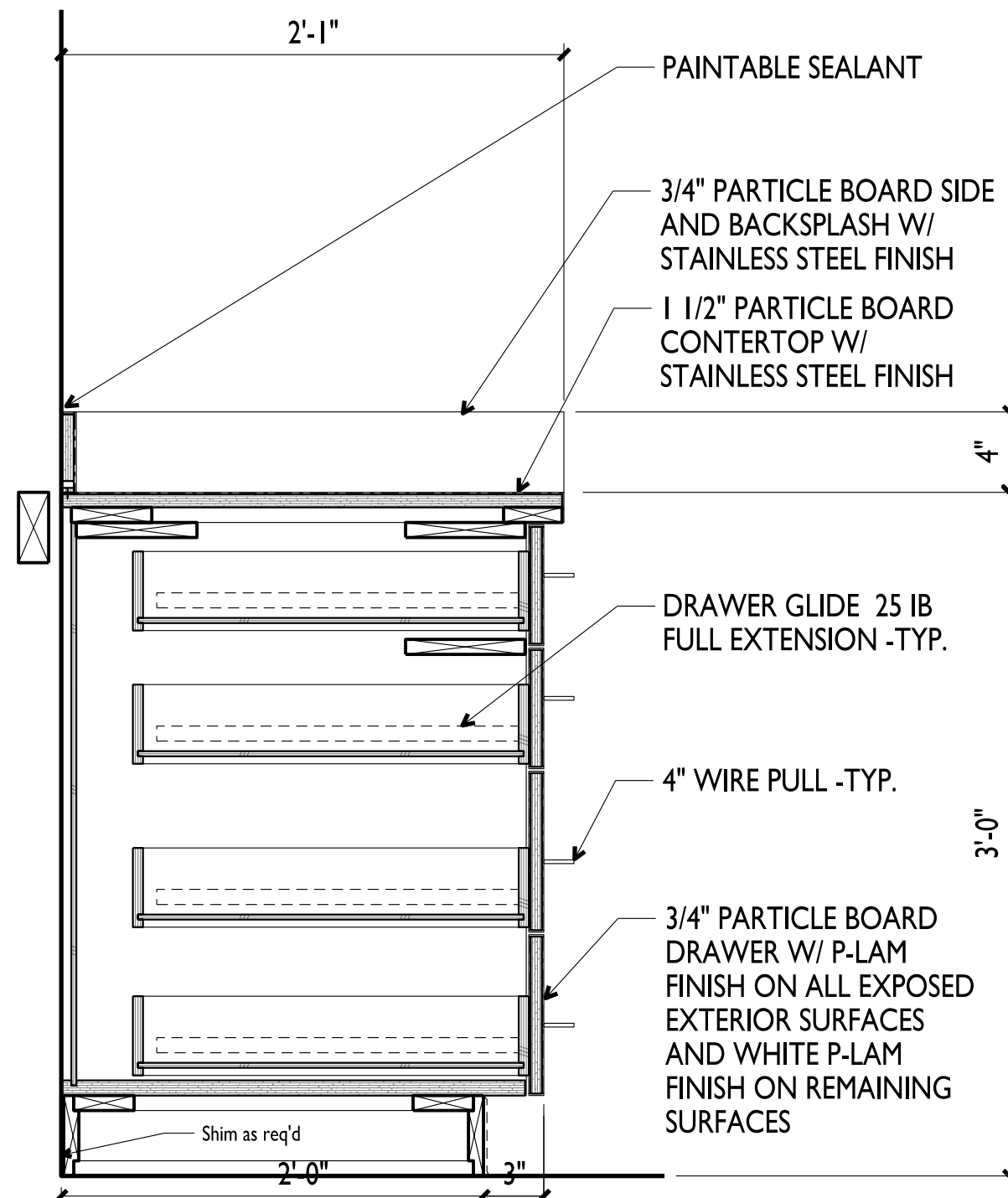
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Casework
Details

SCALE: 1 1/2"=1'
SHEET NUMBER:

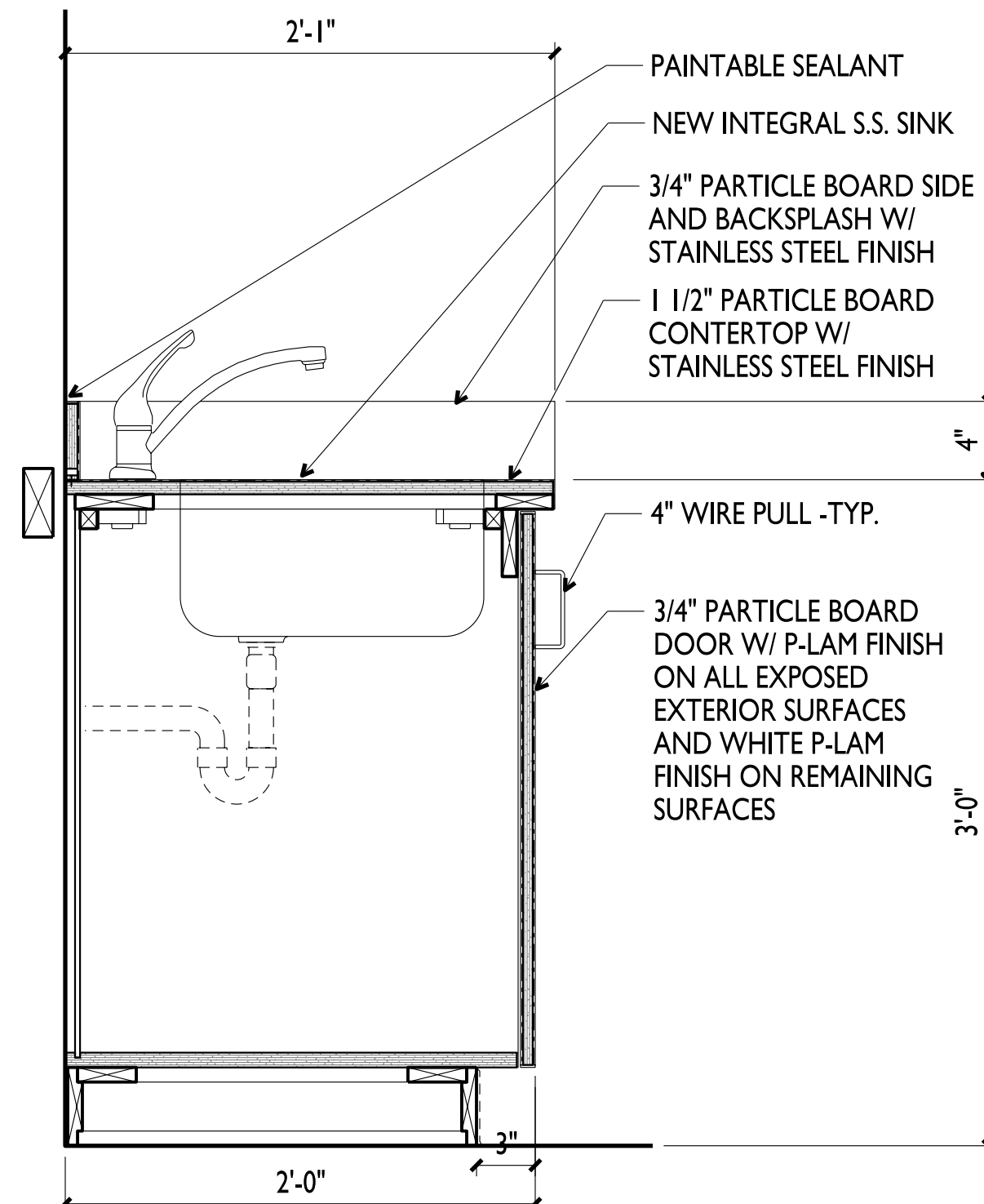
A8.1



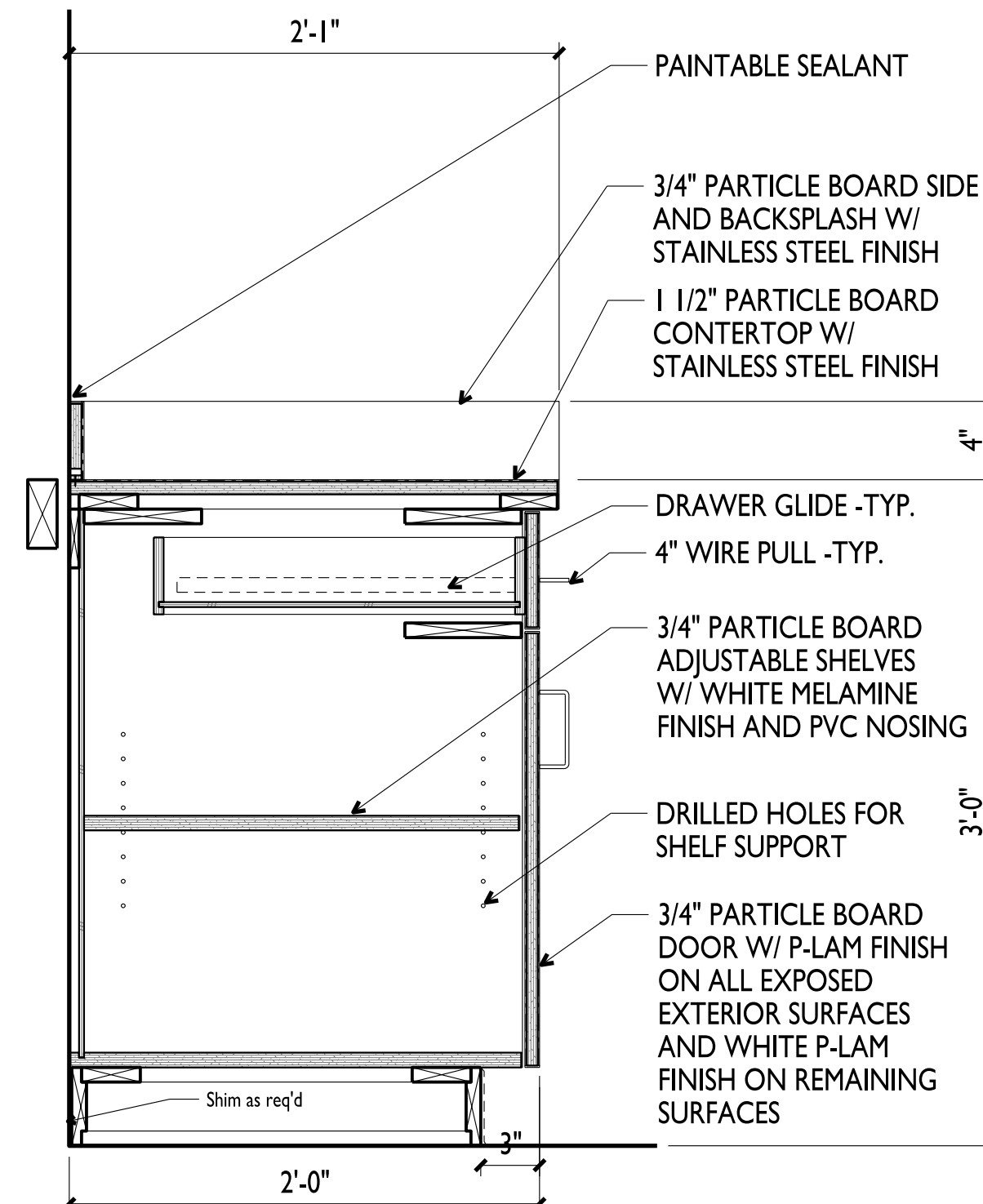
SECTION AT UC-1 | 8
Scale: 1 1/2" = 1'-0" A8.1



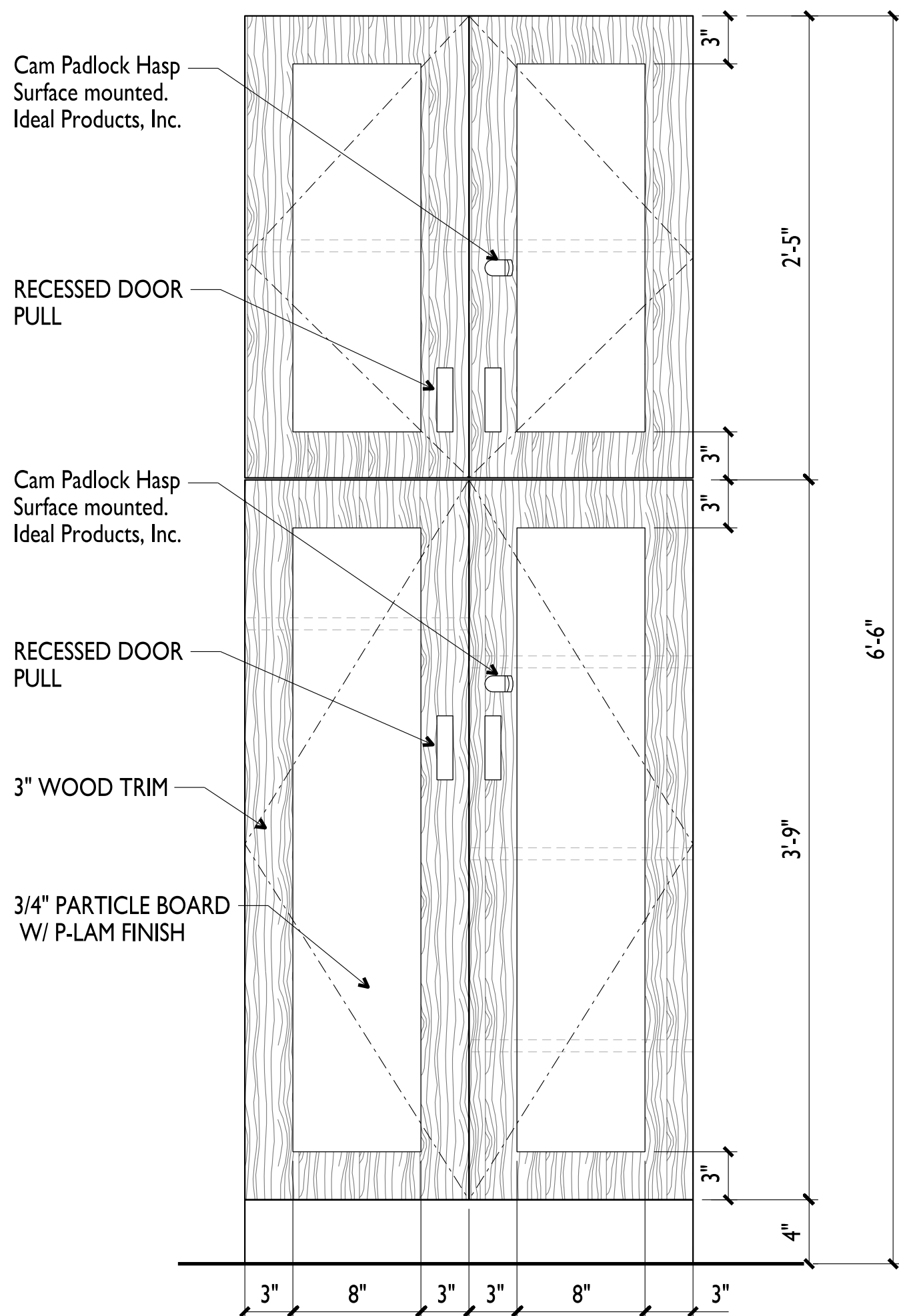
SECTION AT BC-4 | 7
Scale: 1 1/2" = 1'-0" A8.1



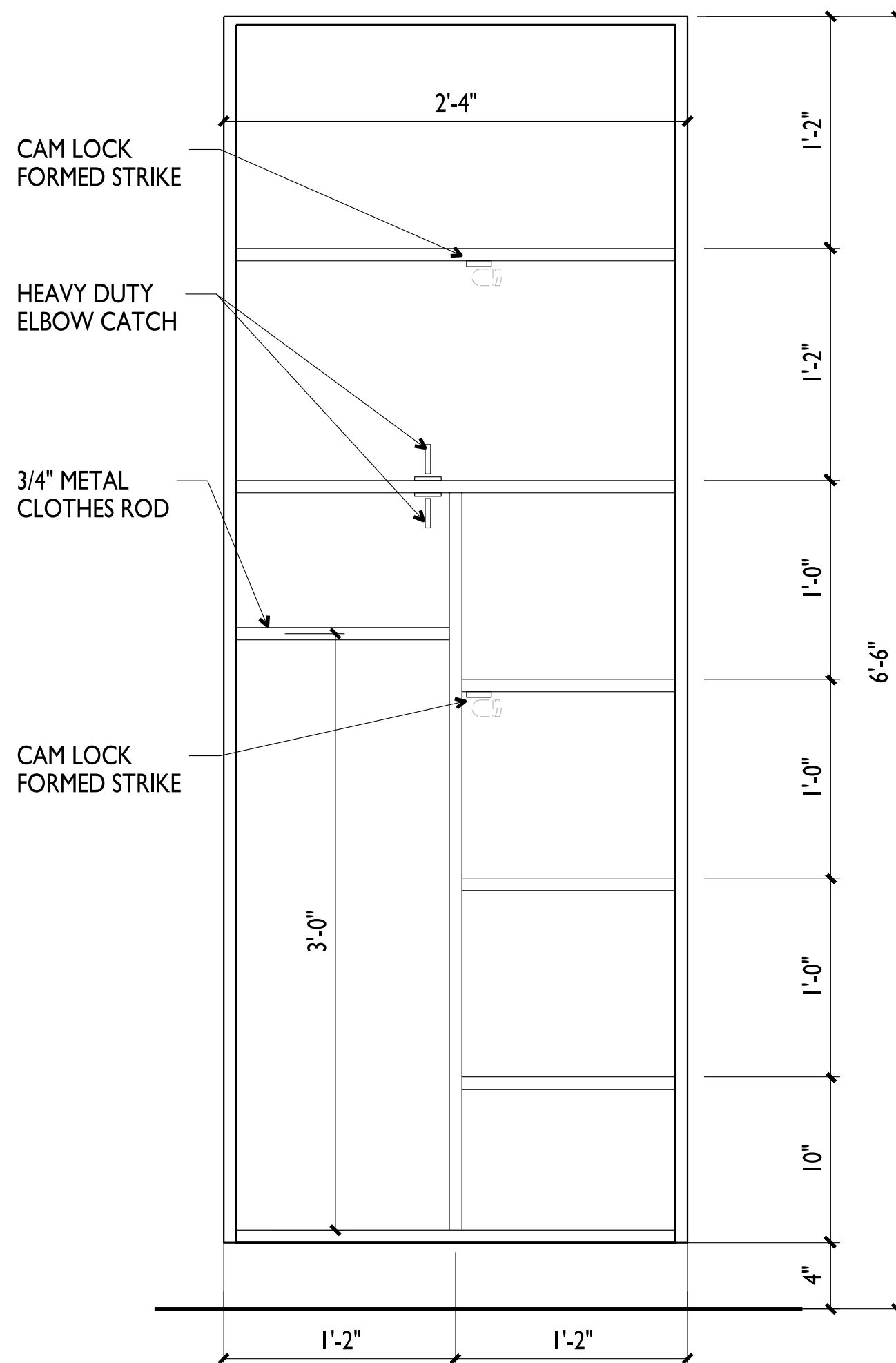
SECTION AT BC-1S | 6
Scale: 1 1/2" = 1'-0" A8.1



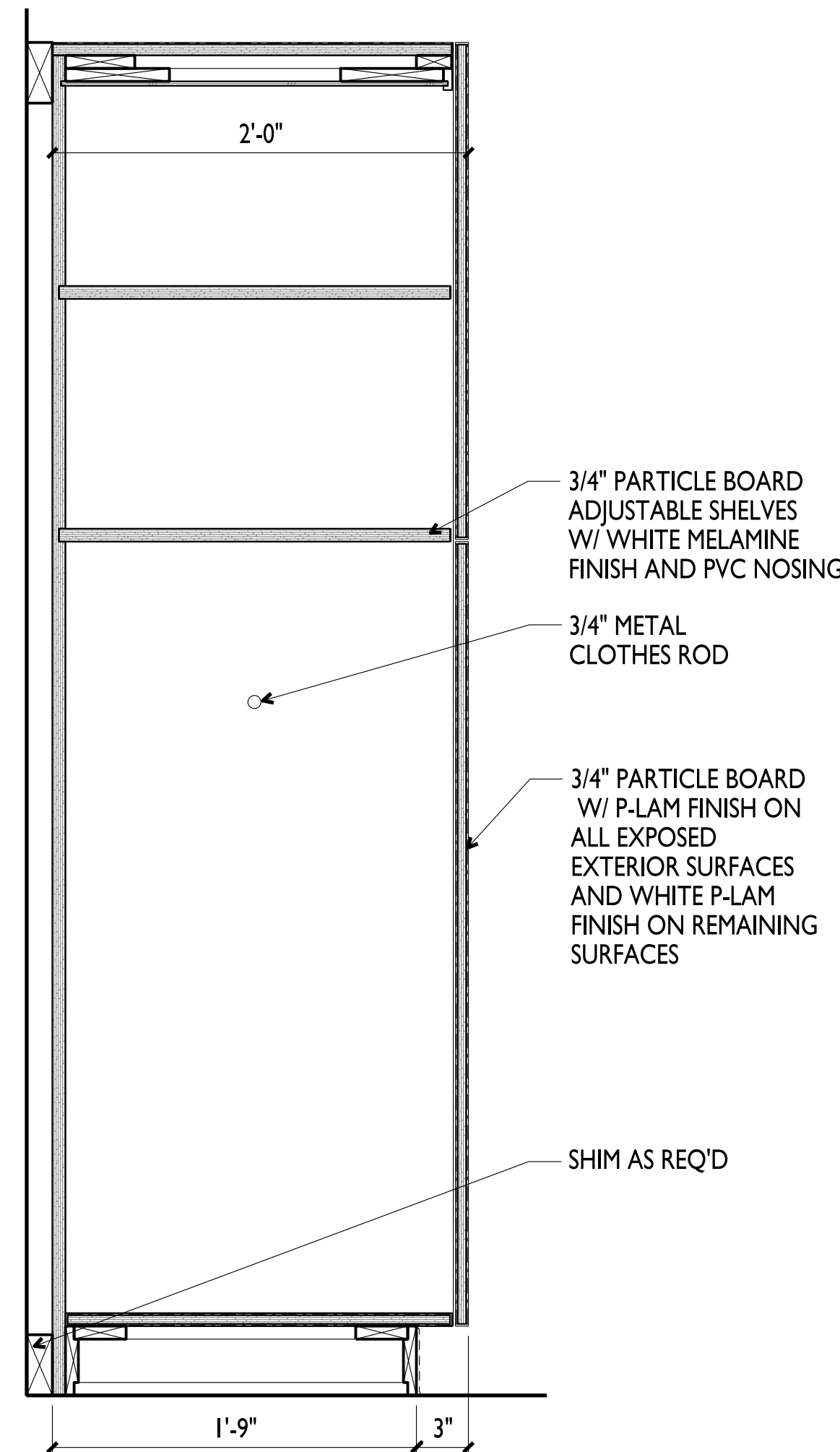
SECTION AT BC-2 | 5
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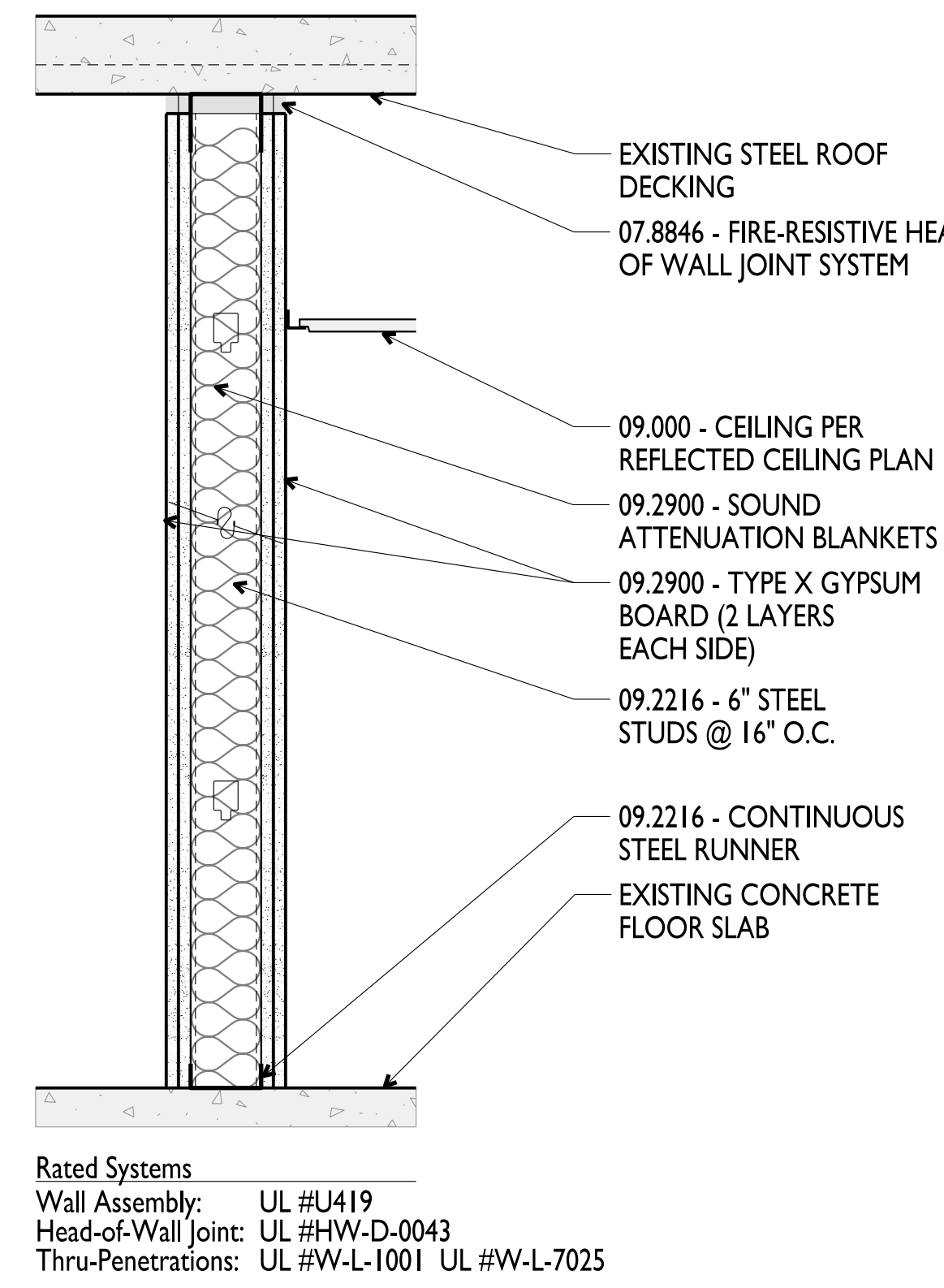
LOCKER DOOR ELEV. | 4
Scale: 1 1/2" = 1'-0" A8.1



LOCKER SHELF ELEV. | 3
Scale: 1 1/2" = 1'-0" A8.1



SECTION AT LOCKER | 2
Scale: 1 1/2" = 1'-0" A8.1



WALL TYPE 6as-2 | 1
Scale: 1 1/2" = 1'-0" A8.1

Rated Systems
Wall Assembly: UL #U419
Head-of-Wall Joint: UL #HW-D-0043
Thru-Penetrations: UL #W-L-1001 UL #W-L-7025

abe Designworks, LLC
10875 Dover Street Suite 900
Westminster, Colorado 80021
303.926.7801 voice
303.926.7802 fax



L 1171
COA Fire Station #10
Remodel
not for construction
3951 South Reservoir Road
Aurora, Colorado 80014
FM 06-__

PROJ. NO. FIRE STATION 10
DRAWN: M. GENGLER
CHECKED: M. GENGLER
CADD FILE:
DATE: 6.14.06

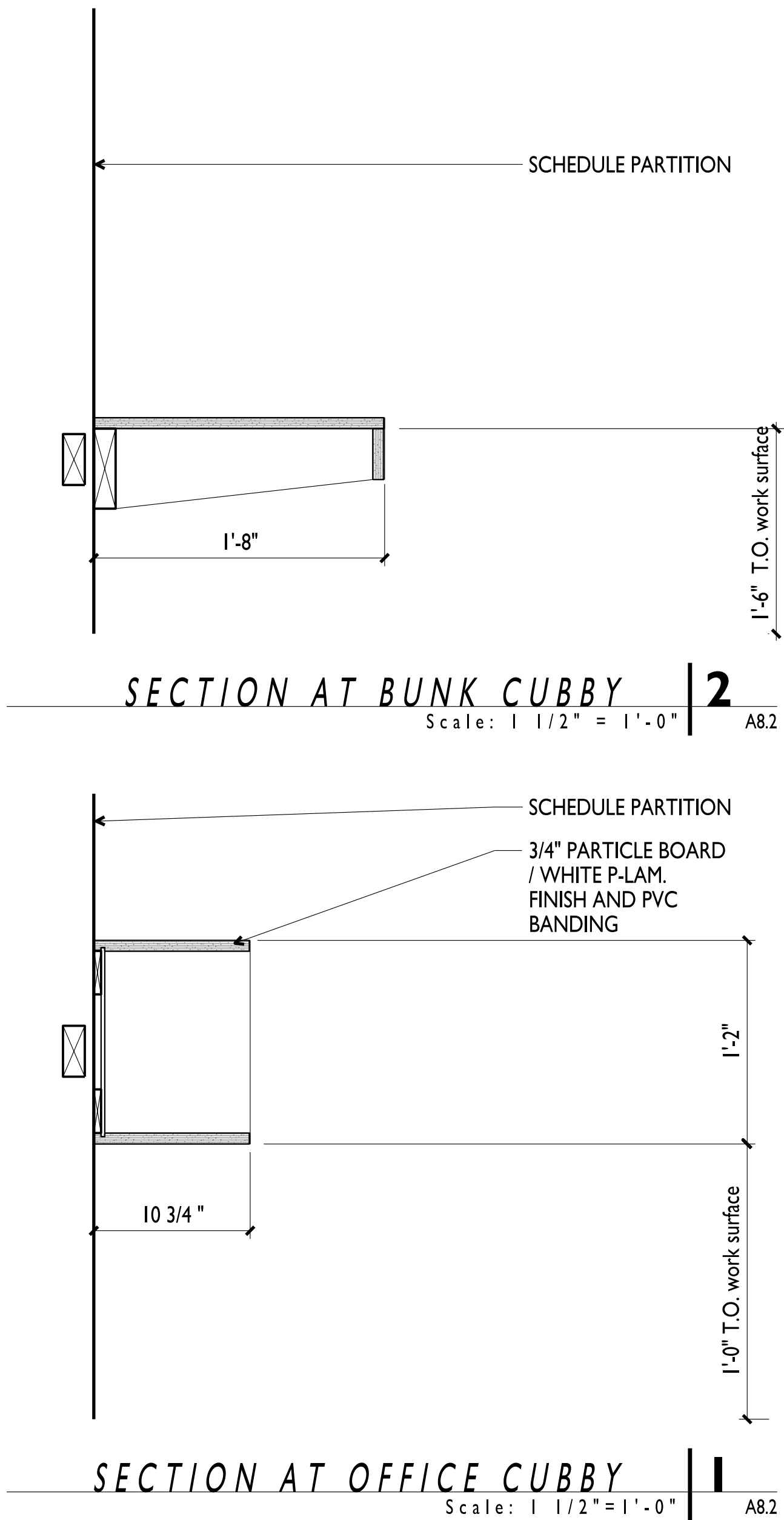
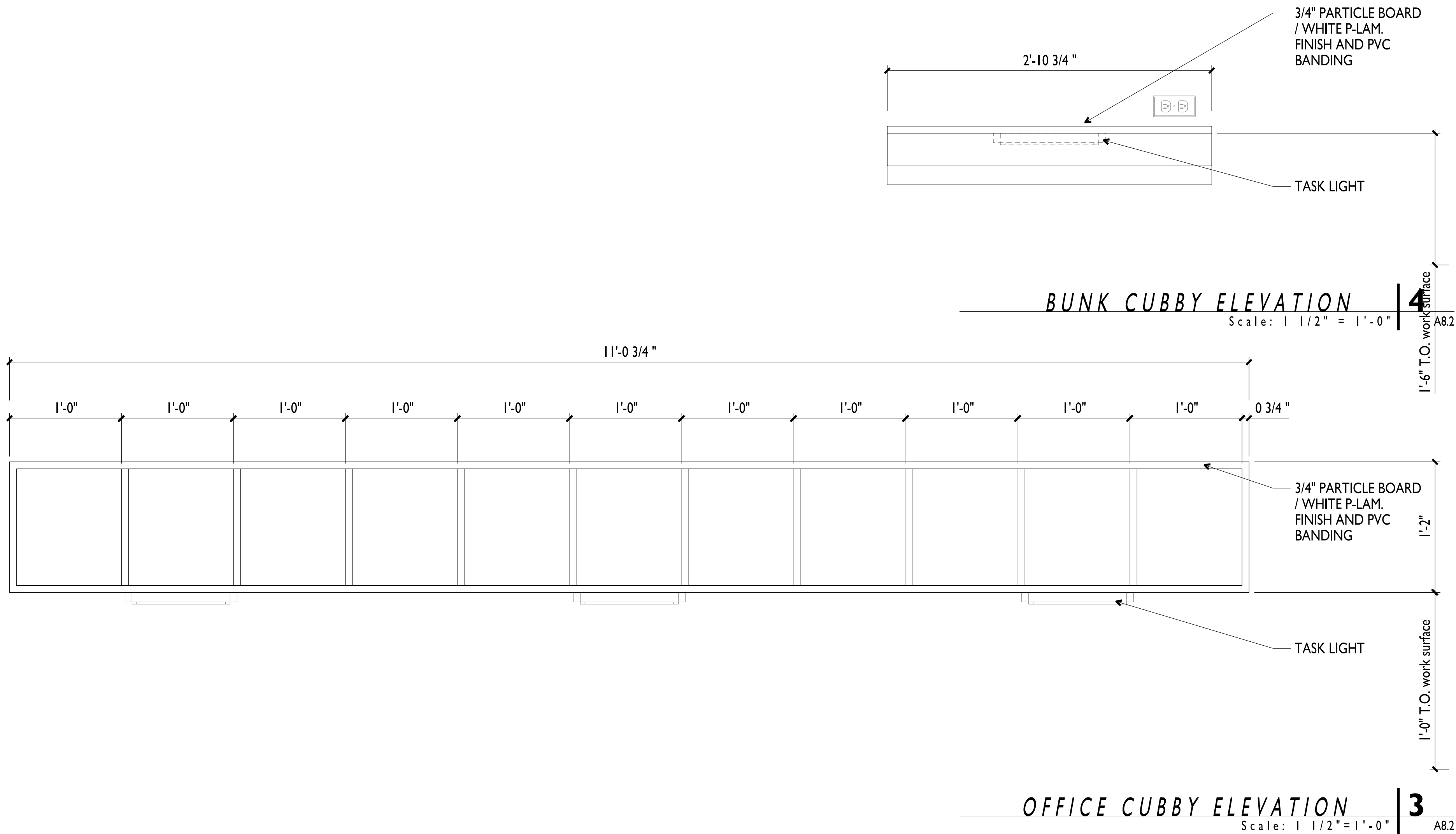
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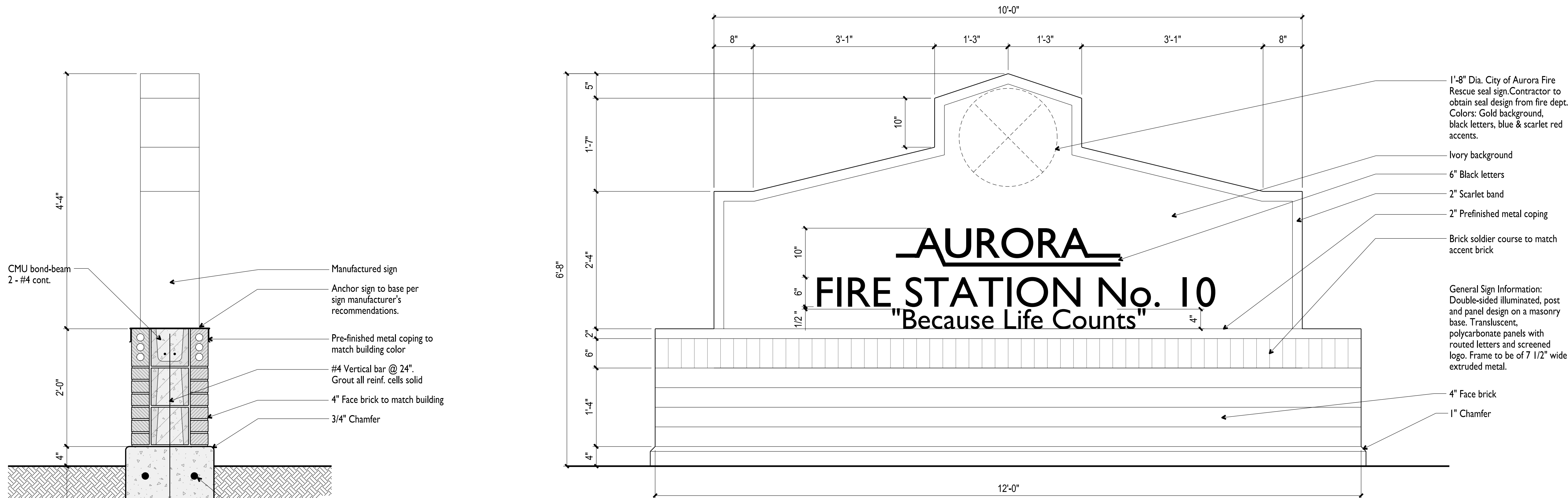
**FIRE STATION
#10 REMODEL**

SHEET TITLE:
**Casework
Details**

SCALE: 1 1/2"=1'
SHEET NUMBER:

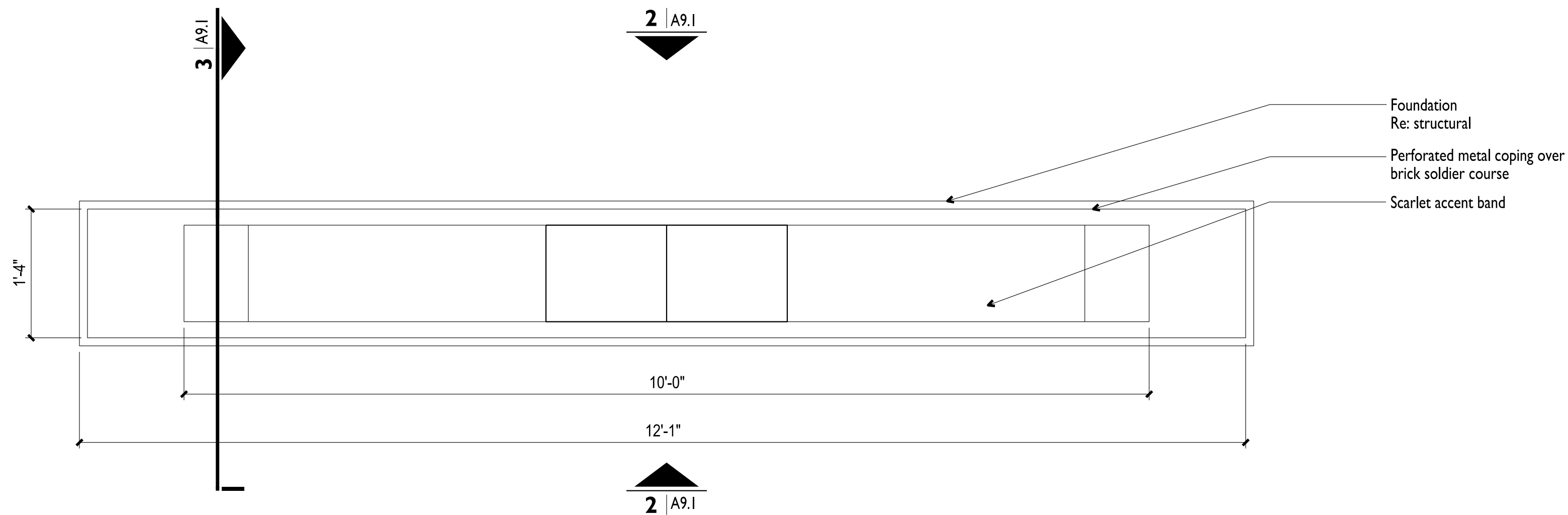
A8.2





Sign Section | 3
Scale: 1"=1'-0" A9.1

Sign Elevation | 2
Scale: 1"=1'-0" A9.1



Sign Plan | 1
Scale: 1"=1'-0" A9.1

abe Designworks, LLC
10875 Dover Street Suite 900
Westminster, Colorado 80021
303.926.7801 voice
303.926.7802 fax



COA Fire Station #10
Remodel
not for construction

3951 South Reservoir Road
Aurora, Colorado 80014

PROJ. NO. FIRE STATION 10
DRAWN: M. GENGLER
CHECKED: M. GENGLER
CADD FILE:
DATE: 6.14.06

NO.	DATE	DESCRIPTION

FIRE STATION
#10 REMODEL

SHEET TITLE:
Sign Details

SCALE: 1"=1'
SHEET NUMBER:

A9.1

SECTION VI

OPEN RECORDS REQUEST FORM

City of Aurora

Administrative Services Department
Purchasing Services, Suite 4400
15151 E. Alameda Parkway
Aurora, Colorado 80012
Phone: 303-739-7100
Fax: 303-739-7509
www.auroragov.org



Re: **Request under the Colorado Open Records Act**
Request for Proposal Number R-1462

Proposals submitted by offerors in response to the City of Aurora's Request for Proposal R-1462 are subject to the Colorado Open Records Act. The City agrees not to release any information that is clearly marked as confidential and/or proprietary in your proposal pursuant to C.R.S. 24-72-201.

By having an authorized officer of the company sign below, offeror agrees to indemnify the City of Aurora for any and all attorney fees that the City may incur in defending the withholding of such information.

OFFEROR

By: _____
Signature

Name (Type or Print)

Title

Date

SECTION VII

W-9

***REQUEST FOR TAX PAYER IDENTIFICATION NUMBER
AND CERTIFICATION***

Form W-9 (Rev. November 2005) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.					
Print or type See specific instructions on page 3	Name (as shown on your income tax return)						
	Business name, if different from above						
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding						
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)					
	City, state, and ZIP code						
List account number(s) here (optional)							
Part I Taxpayer Identification Number (TIN)							
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> </td> </tr> <tr> <td style="text-align: center;">OR</td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> </td> </tr> </table>			Social security number		OR	Employer identification number	
Social security number							
OR							
Employer identification number							
Part II Certification							
Under penalties of perjury, I certify that:							
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and							
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and							
3. I am a U.S. person (including a U.S. resident alien).							
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)							
Sign Here	Signature of U.S. person ▶	Date ▶					
Purpose of Form							
A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.							
U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:							
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),							
2. Certify that you are not subject to backup withholding, or							
3. Claim exemption from backup withholding if you are a U.S. exempt payee.							
In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.							
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.							
For federal tax purposes, you are considered a person if you are:							
• An individual who is a citizen or resident of the United States, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or • Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.							
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.							
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:							
• The U.S. owner of a disregarded entity and not the entity,							

- The U.S. grantor or other owner of a grantor trust and not the trust, and

- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
 2. The United States or any of its agencies or instrumentalities.
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

SECTION VIII

REQUEST FOR BUSINESS SIZE STATUS

Bid/RFP# R-1462

Please provide us with the information requested below to help us do a better job of soliciting City of Aurora requirements:

The North American Industry Classification System (NAICS) code for this award is 541330

The small business size standard the City of Aurora designates for this award is
2.25 Million ☒ U.S. dollars ☐ Employees

Identify the business size status of your firm based on the above small business size standard:

☐ Large Business

☐ Small Business Enterprise

If your business is a Small Business Enterprise, please identify if your firm is in one of the following categories:

☐ Minority-owned vendor

☐ Woman-owned vendor

☐ Minority/woman-owned vendor

☐ Veteran

☐ Disabled Veteran

☐ Other

From what source did you learn about this solicitation to which you are now responding?

☐ Website (www.auroragov.org/business)

☐ Newspaper (please name the paper); _____

☐ Fax;

☐ Automatic notice by E-mail;

☐ Telephone call from buyer;

☐ Other (please describe): _____

Name, address, phone #, e-mail of business, and point of contact preparing this information

