



PROJECT DOCUMENTS

WATCHABLE WILDLIFE BOARDWALK AT BASS LAKE

PROJECT NUMBER: ITB-09-29

BID DUE: TUESDAY, AUGUST 4, 2009 BY 2:00 PM OUR CLOCK

Prepared by:

PARKS AND RECREATION DEPARTMENT
SAN ENGINEERING INC.
PURCHASING AND CONTRACTING
CITY OF WHEAT RIDGE
7500 W. 29TH AVENUE
WHEAT RIDGE, CO 80033

PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT

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CITY OF WHEAT RIDGE

PROJECT NUMBER: ITB-09-29

BID DUE DATE: TUESDAY, AUGUST 4, 2009 BY 2:00 PM OUR CLOCK

WATCHABLE WILDLIFE BOARDWALK AT BASS LAKE

PRE-BID MEETING: TUESDAY, JUNE 30, 2009 AT 2:00 PM LOCAL

SEALED BIDS MUST BE MAILED OR DELIVERED TO:

City of Wheat Ridge Municipal Building
Attention: Linda Trimble, CPPO, CPPB
7500 West 29th Avenue, Purchasing & Contracting Division
Wheat Ridge, CO 80033

IMPORTANT: PLEASE READ ENTIRE DOCUMENT

FEIN/SSN (Required) _____

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ FAX _____

TYPED/PRINTED NAME _____

AUTHORIZED SIGNATURE (Required in ink) _____

TITLE/PRINT _____ EMAIL ADDRESS _____

BIDDER ACKNOWLEDGE RECEIPT OF THE FOLLOWING ADDENDA: _____
(Bidder is responsible for following up on all addendums)

DO YOU ACCEPT VISA FOR PAYMENT? IT IS THE PREFERRED METHOD _____

DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE.

Signature acknowledges that Bidder: has read the bid documents thoroughly before submitting a bid, will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions, and is submitting without collusion with any other individual or firm. Do not submit more than one bid from your firm or both bids will be disqualified. Submit bid with authorized signature.

POINT OF CONTACT: Linda Trimble, Purchasing Agent, ltrimble@ci.wheatridge.co.us or fax 303-234-5924 or 303-235-2811. Do not contact the User Department or the Evaluation Committee.

SIGNATURE PAGE SUBMIT WITH YOUR BID

**INVITATION TO BID
ITB-09-29
WATCHABLE WILDLIFE BOARDWALK AT BASS LAKE**

Bid Due Date: TUESDAY, AUGUST 4, 2009 by 2:00 pm our clock

Scope of Work: Provide all labor, equipment and materials, except those materials specified to be provided by City. Approximate quantities include: 525 LF of elevated timber-framed boardwalk with foundations, steel cable railing and composite decking, 620 LF of crusher fines trail, 1 timber-framed elevated viewing deck and 2 concrete pedestrian ramps. See Attachment A, Specifications and Exhibit 1 Plans. Estimated budget \$200,000. Anticipated start date is September 15, 2009. Completion time is approximately 60 calendar days.

Pre-Bid Conference: TUESDAY, JUNE 30, 2009 at 2:00 pm local time near the site, at the Clear Creek Trail Youngfield Trailhead parking lot: 4150 Youngfield Street, Wheat Ridge, CO 80033.

Deadline for Questions: JULY 14, 2009 at 5:00 pm.

Minimum Requirements: Must have or obtain a valid and current City Business/Use Tax license prior to doing business in the City of Wheat Ridge. This service requires compliance with the "Illegal Alien" Provisions of CRS8-17.5-101 regarding employment of illegal aliens to perform on public contracts.

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

Bid Bond: A 5% bid bond is required to be submitted with the bid. Payment and performance bonds for 100% of the contract price and insurance will be required of the successful bidder.

Submit Sealed Bids to: City of Wheat Ridge Municipal Building
Attn: Linda Trimble, CPPO, CPPB
7500 W 29th Avenue, Purchasing Division
Wheat Ridge, CO 80033

Mark Sealed Envelopes: ITB-09-29 WATCHABLE WILDLIFE BOARDWALK AT BASS LAKE

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

Bid Documents: Available on the RMEPS (Bidnet) at www.govbids.com (1-800-677-1997 x 214) and the City website at www.ci.wheatridge.co.us

Point of Contact: Linda Trimble, Purchasing Agent, ltrimble@ci.wheatridge.co.us or fax 303-234-5924 or phone 303-235-2811. Do not contact the requesting department.

Publish Dates:

Linda Trimble, Purchasing Agent

Daily Journal: 06/10/09
06/17/09
RMEPS: 06/10/09

ATTEST:

Michael Snow, City Clerk

INFORMATION FOR BIDDERS

1.0 BID SUBMISSION REQUIREMENTS

- 1.1 **Sealed Bids for ITB-09-29, WATCHABLE WILDLIFE BOARDWALK AT BASS LAKE**, will be received by the City of Wheat Ridge, Office of the Purchasing Agent, 7500 W. 29th Avenue, Wheat Ridge, CO 80033, as stated in the Advertisement. **BID OPENING DATE IS SET FOR TUESDAY, AUGUST 4, 2009 BY 2:00 PM OUR CLOCK** at which time bids will be publicly opened and read aloud.

POINT OF CONTACT: Questions about this bid shall be referred to Linda Trimble, Purchasing Agent, 303- 235-2811, or by fax 303-234-5924 or by email ltrimble@ci.wheatridge.co.us

- 1.2 Drawings and Bid documents are available on the Rocky Mountain E-Purchasing System (RMEPS an affiliation of Bidnet) or the City website: www.ci.wheatridge.co.us

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

- 1.3 **One (1) copy** of the Bid forms must be submitted and signed. Single copies of the original bid bond and any brochures or other supportive documents if requested will be accepted. All blank spaces for prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. In the case of discrepancies, the unit price shall govern the extension and subsequent total. No alteration in bid prices by erasures, deletions or strike-outs, will be acceptable unless each alteration is signed or initialed by the Bidder. A conditional or qualified Bid will not be accepted.

Non-Collusion Affidavit certifies that the Bidder has not participated in any collusion or taken any action in restraint of free competitive bidding. This form must be signed and submitted with the Bid.

List of Subcontractors include names and amounts of all subcontract work. If no subs, state "**NONE**".

- 1.4 Bids may be mailed or delivered in person, but must be in a sealed envelope. The envelope should bear on the outside the name of the project for which the Bid is submitted. No bids will be accepted after the date and time established above, except by written addendum.
- 1.5 **Bid Bond** must accompany each bid payable to the City for five percent (5%) of the total amount of the Bid. A certified check or cashier's check payable to the City of Wheat Ridge may be used in lieu of a Bid Bond. Securities may not be substituted for Bid Bonds.

Attorneys-in-Fact who sign Bid Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.

Surety companies executing bid and performance bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State of Colorado.

- 1.6 A bidder may withdraw or revise a proposal after it has been deposited with the City. Withdrawal of bids may be made either in writing or in person; however, any bid withdrawn for purpose of revision must be re-deposited with the City before the time set for opening of bids. Bids may not be withdrawn after the time set for opening of bids.
- 1.7 The City assumes no responsibility for late deliveries of mail on behalf of the United States Post Office. Only sealed bids received by the Purchasing Department will be accepted. Bids submitted by telephone, facsimile machine, or by other electronic means are not acceptable.

In the event of a situation severe enough to cause the City Council to close its offices for any reason, the Purchasing Agent has the prerogative of rescheduling the bid opening time and date. No bidder will be

considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to the closing of City offices.

- 1.8 Issuance of this Request for Bid does not commit The City of Wheat Ridge to award any contract or to procure or contract for any equipment, materials, or services. The City further reserves the right to waive informalities or irregularities, and the right to accept or reject any and all bids, including but not limited to, any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from bidders who lack experience or financial responsibility, or bids which are not to form, or to award bids to the lowest and most responsive and responsible bidder, or to require new bids.

No award will be made to any person, firm, or corporation that is in arrears upon any obligation to the City.

- 1.9.1 The City of Wheat Ridge is exempt from City, County, State and Federal Sales/Excise Taxes. Certificates will be issued upon request.

2.0 **BID DOCUMENTS**

- 2.1 The Contract Documents consist of the Contract Bid Documents including construction specifications, if any. The Contract Bid Documents contain the provisions required for the bidding and construction of the Project. The Owner shall provide to Bidders, prior to Bidding, all information that is pertinent to, and delineates and describes, the Work. This may occur on the plans or on a separate document.

- 2.2 **Each Bidder is responsible for inspecting the site** and for reading and being thoroughly familiar with the Contract Documents, including Addenda. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of nature of the Work to be done or any materials specified for the Work.

- 2.3 If it should appear to a Bidder that the work to be done or matters relative thereto are not sufficiently described or explained in the Contract Documents or that the Contract Documents are not definite and clear, the Bidder may make written inquiry regarding same to the Purchasing Agent at least five (5) working days or a designated date set by the Purchasing Agent, before the scheduled closing time for filing Bids. Then, if in the judgment of the Purchasing Agent, additional, information or interpretation is necessary, such information will be supplied in the form of an Addendum, and will be delivered to all individuals, firms and corporations who have received the Contract Documents. Such Addendum shall have the same binding effect as though contained in the main body of the Contract Documents. **Oral instructions or information concerning the contract documents or the project given out by officers, employees or agents of the owner to prospective bidders shall not bind the owner.** If no request is made in the five working days or the designated time, Bidder waives right to any conflict in the Contract Documents.

- 2.4 All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout. Further, the Bidder agrees to abide by the following federal requirements: Executive Order No. 11246 as amended, including specifically the provisions of the Equal Opportunity Clause, the Immigration Reform and Contract Act of 1986 and the Americans with Disabilities Act of 1991.

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

3.0 **CONTRACT AWARD**

- 3.1 The Owner may make such investigations as deemed necessary to determine the ability of the Bidder and Subcontractors to perform the Work, and the Bidder shall furnish to the Owner all such information and

data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted, or investigation fails to satisfy the Owner that such Bidder or any Subcontractor is properly qualified to carry out the obligations of the Agreement. If the owner rejects any Subcontractor as unqualified, the Bidder may substitute another Subcontractor for approval by the Owner but no change to the Bid Price will be allowed.

- 3.2 **Award of Contract**, is anticipated, within 60 calendar days after the opening of bids to the lowest most responsive, responsible qualified bidder whose bid complies with all the requirements of this request for bids. Evaluation and award will only include the alternate if the base bid and the alternate price combined are within the advertised cost range. If more than one alternate, the order or selection of the alternates for award is at the discretion of the City. Final award is in the best interest of the City of Wheat Ridge.
- 3.3 **Notice of Award**, the successful bidder shall be notified of the recommendation for award and to provide two (2) signed agreements, insurance and bonds. A Performance Bond and Payment Bond, each in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract. Securities may not be substituted for Payment or Performance Bonds. Attorneys-in-Fact who sign Payment and Performance Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.
- 3.4 **Agreement and Bonds**, the successful bidder shall return the two copies of the executed Agreement and one acceptable Performance and Payment Bonds by a designated date. In case the Bidder fails to comply by the designated date or if the Bidder fails to provide acceptable bonds, the Owner may, at its option, consider the Bidder in default, in which case the Bid Bond accompanying the Proposal (Bid) shall become the property of the Owner.
- 3.5 **Notice to Proceed**, the Owner, within 14 calendar days of receipt of the requirement stated in 3.3 above, shall execute the Agreement and issue the Notice to Proceed at a pre-construction meeting with the Contractor. If the Owner cannot issue the Notice to Proceed within such time period, the time period will be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the 14 calendar day period or within the period mutually agreed upon, the Contractor may terminate the Agreement, by Written Notice, without further liability on the part of either party.
- 3.6 **Additional Documents**, upon receiving notice of award, the Contractor may obtain from the City three sets of documents at no cost. Additional sets of drawings and specifications may be purchased on a cash sale basis from the City. The Contractor and the Owner will agree on the date that Work will commence which shall be within 14 calendar days of the date of the Notice to Proceed, unless a time extension is approved by the Owner.
- 3.7 **Funding Appropriation**, section 2-3 Of the City's Code of Laws is presented in part below:
- (a) **FISCAL YEAR**. Fiscal year for the City shall commence on January 1 and end on December 31st.
- (b) **BUDGET CONTAINS APPROPRIATIONS**. The City Council shall annually adopt a budget in a manner consistent with the provisions of Chapter X of the Home Rule Charter of the City of Wheat Ridge. Upon the annual adoption by the City Council of each year's budget, levels of authorized expenditures from the funds indicated within the annual budget itself and/or the adopting resolution shall constitute the appropriate of the amounts specified therein for the purposes specified therein. During the course of each fiscal year, approval by the City Council of contracts for goods or services, and/or approval of bids for the provision of specified goods or services, shall likewise constitute appropriations of the amounts specified therein for the purposes specified therein.
- (c) **NO CONTRACT TO EXCEED APPROPRIATION**. During each and any fiscal year, no contract entered into by or on behalf of the City shall expend or contract to expend any money, or incur any liability, nor shall any contract be entered into nor any bid be awarded by on behalf of the City which, by its terms, involves the expenditure of money for any of the purposes for which provision is made either in the adopted budget or adopting resolution is made either in the adopted budget or adopting resolution, including any legally authorized amendments thereto, in excess of the amount appropriated in the budget or the approved contract or bid amount. Any contract or bid award, either verbal or written, made in violation of the

provisions of this Section shall be void as to the City and no monies from any source whatsoever shall be paid thereon.

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

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

3.8 **Delays**, section 2-4 of the City Code of Laws is presented in part below:

(a) The City may, by contract, require the contractor awarded a public works contract to waive, release, or extinguish its rights to recover costs or damages, or to obtain an equitable adjustment, for delays in performing such contract, if such delay is caused, in whole or in part, by acts or omissions of the City or its agents, if the contract provides that an extension of time for completion of the work is the Contractors remedy for such delay. Such a clause is valid and enforceable, any provision of State Law to the contrary notwithstanding.

(b) The City Council, by this ordinance, declares its local contracting powers to be a matter of purely local concern, and further specifically intends to supersede, pursuant to its powers under Article XX of the Colorado Constitution, the provisions of Sections 24-91-101 and 103.5 C.R.S., insofar as they conflict with the provisions of this Section of the Code of Laws of the City of Wheat Ridge, Colorado.

4.0 **AWARDED CONTRACTOR REQUIREMENTS**

4.1 Signed Agreement, Performance and Payment Bonds and Insurance in compliance with bid requirements.

4.2 Permits

- City license to do work in the City of Wheat Ridge.
- Building department permit at no cost.

4.3 Security Access – not applicable

Contractor is responsible for securing any and all materials stored on-site.

4.4 Normal Working Hours

Monday through Friday: 7:30 am – 4:30 pm

Holidays and Weekends with approval

5.0 **PROJECT SCHEDULE**

- Advertisement 06/10/09
- Pre-Bid Conference **TUESDAY, JUNE 30, 2009 at 2:00 pm at the site**
- Deadline for Questions **TUESDAY, JULY 14, 2009 BY 5:00 pm.**
- Bid Due Date **TUESDAY, AUGUST 4, 2009 BY 2:00 pm OUR CLOCK**
- Council Approval 08/24/09
- Start of Project 09/15/09
- Substantial Completion 11/16/09

- Final Completion

11/27/09

5.0 **CONTRACTOR CHECK LIST:**

MUST COMPLETE AND SUBMIT THE FOLLOWING DOCUMENTS WITH YOUR BID

- Signature Page
- Bid Form and Pricing Schedule
- List of Subcontractors
- Non-Collusion Affidavit
- Certificate of Illegal Alien
- Bid Bond
- Contractor's Qualifications
- Drawings and Specifications if bidding an equal
- Detail all Warranties
- Acknowledge all addendum

IMPORTANT: THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

CONTRACTOR'S QUALIFICATION FORM

Your Bid Will Not Be Processed If Incomplete

SECTION I - IDENTIFICATION

1. Identification of Applicant Firm

A. _____
Exact Legal Name of Applicant Firm

B. _____
Address City State Zip Code

C. _____
(Mailing Address, if different from above)

D. Primary Company Telephone No. () _____ Fax No. () _____

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

Print or Type Name Position Telephone Number

F. Has the Applicant Firm changed its address or has the Firm or its Owner(s) operated under any other name(s) including other DBAs in the past five years? If yes, explain fully on a separate sheet of paper.
☐ No ☐ Yes

G. Type of business organization: _____

YEAR organization established: _____ NUMBER of current full time employees: _____

☐ Sole Proprietor ☐ Corporation
[Date and State of Incorporation _____]

☐ Limited Partnership ☐ General Partnership

[Date and State of Partnership filing _____]

☐ Limited Liability Company ☐ Limited Liability Partnership

[Date and State of filing _____]

☐ Other (describe) _____

Type of service(s) to be provided to the City of Wheat Ridge.

- | | |
|---|---|
| ☐ General Contractor | ☐ Concrete Flatwork |
| ☐ Wood Framing and Carpentry | ☐ Concrete Structures |
| ☐ Miscellaneous Metals | ☐ Slurry Seal |
| ☐ Grading | ☐ Fog Seal |
| ☐ Earthwork | ☐ Seeding |
| ☐ Demolition | |
| ☐ Traffic Control | ☐ Other (describe) _____ |

SECTION II - OWNERSHIP/MANAGEMENT, PROJECT MANAGEMENT, SUPERVISORS, AND RELATED ENTITIES

1. Owners

List Owners of Applicant Firm.

Full Legal Name	Title	Years of Related Experience	% Of Ownership

[Use additional sheets if necessary]

2. Project Management Team, Supervisors and Employees Who Will Be Working Directly On The Project(s).

List the full names of the primary employees of the proposed Project Team.

Full Legal Name	Present Position	Years of Related Experience	% of Time Devoted to Project	Professional Licenses

[Use additional sheets if necessary]

3. Resume

Attach resumes of the Project Management Team showing the last five years of employment in this field. Resumes must be comprehensive and include of Firms worked for and dates of employment. (RESUMES are not required from Materials Suppliers (Vendors).

4. Contractor's License(s)

The awarded Contractor must obtain or have a current City of Wheat Ridge Municipal Contractor's License within 7 days of Council approval of bid award.

SECTION III - CONTRACTING HISTORY

1. Contracting History

A. List the applicant Firm's six largest contracts in the last three years.

1. Company Name _____ Contact Name _____
Street Address _____
City _____ State _____ Zip Code _____
Phone No: _____ Fax No: _____
Contract Name & Number _____
Contract Amount _____ Start/Completion Dates _____
Description of Work _____

Prime or Subcontractor _____

2. Company Name _____ Contact Name _____
Street Address _____
City _____ State _____ Zip Code _____
Phone No: _____ Fax No: _____
Contract Name & Number _____
Contract Amount _____ Start/Completion Dates _____
Description of Work _____

Prime or Subcontractor _____

SECTION III - CONTRACTING HISTORY – (Continued)

3. Company Name _____ Contact Name _____
Street Address _____
City _____ State _____ Zip Code _____
Phone No: _____ Fax No: _____
Contract Name & Number _____
Contract Amount _____ Start/Completion Dates _____
Description of Work _____

Prime or Subcontractor _____
4. Company Name _____ Contact Name _____
Street Address _____
City _____ State _____ Zip Code _____
Phone No: _____ Fax No: _____
Contract Name & Number _____
Contract Amount _____ Start/Completion Dates _____
Description of Work _____

Prime or Subcontractor _____
5. Company Name _____ Contact Name _____
Street Address _____
City _____ State _____ Zip Code _____
Phone No: _____ Fax No: _____
Contract Name & Number _____
Contract Amount _____ Start/Completion Dates _____
Description of Work _____

Prime or Subcontractor _____

SECTION III - CONTRACTING HISTORY – (Continued)

6. Company Name _____ Contact Name _____
Street Address _____
City _____ State _____ Zip Code _____
Phone No: _____ Fax No: _____
Contract Name & Number _____
Contract Amount _____ Start/Completion Dates _____
Description of Work _____

Prime or Subcontractor _____

In the past five years has the Applicant Firm or any Affiliate been the subject of any of the following actions?

- A. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?
☐ No ☐ Yes
- B. Failed to complete a contract for a commercial, private owner or Government agency?
☐ No ☐ Yes
- C. Been denied a low-bid contract in spite of being the low bidder?
☐ No ☐ Yes
- D. Had a contract terminated for any reason, including default?
☐ No ☐ Yes
- E. Had liquidated damages assessed against it during or after completion of a contract?
☐ No ☐ Yes

If "Yes" to Sections IV, V or VI, provide details including a brief summary of cause(s) of action, indicate if Applicant Firm, Owner or Affiliate Firms were plaintiffs (P) or defendants (D); define charges explicitly, by what authority, court or jurisdiction, etc. Complete details are required!

NOTE: For Sections IV and V below, the definition of an "investigation" includes: an appearance before a grand jury by representatives of the Firm; any oral or written inquiry or review of the Firm's documents by a governmental or law enforcement agency or investigative agency; or questioning of employees concerning the general operation or a specific project or activities of the Firm

SECTION IV - CIVIL ACTIONS

1. Violations Of Civil Law

In the past five years has Applicant Firm, any of its Owners, or any Affiliate been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state or local civil law?

☐ No ☐ Yes

2. Lawsuits With Public Agencies

At the present time is, or during the past five years has the Applicant Firm, any of its Owners, or any Affiliate been a plaintiff or defendant in any lawsuit regarding services or goods provided to the City of Wheat Ridge or to a public agency?

☐ No ☐ Yes

3. Bankruptcy

During the past five years, has the Applicant Firm or any Affiliate filed for bankruptcy or reorganization under the bankruptcy laws?

☐ No ☐ Yes

4. Judgments, Liens And Claims

During the past five years, has the Applicant Firm been the subject of a judgment, lien or claim of \$10,000 or more by a subcontractor or supplier?

☐ No ☐ Yes

5. Tax Liens

During the past five years, has the Applicant Firm been the subject of a tax lien by federal, state or any other tax authority?

☐ No

☐ Yes

SECTION V - COMPLIANCE WITH LAWS AND OTHER REGULATIONS

1. Criminal

In the past five years has the Applicant Firm, any of its Owners, or Affiliates:

A. Been the subject of an investigation involving any alleged violation of criminal law?

☐ No

☐ Yes

B. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument?

☐ No

☐ Yes

C. Been convicted, after trial or by plea, of any felony under state or federal law?

☐ No

☐ Yes

D. Been convicted of any misdemeanor involving business-related crimes?

☐ No

☐ Yes

E. Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or a violation of any antitrust laws?

☐ No

☐ Yes

F. Entered into a consent decree?

☐ No

☐ Yes

G. Been granted immunity from prosecution for any business-related conduct constituting a crime under state or federal law?

☐ No

☐ Yes

H. Taken the Fifth Amendment in testimony on any business-related crime?

☐ No

☐ Yes

I. Paid a fine or settlement to resolve any criminal or civil violations or allegations involving a business activity?

☐ No

☐ Yes

J. Do any Owners in Applicant Firm have any felony charges pending against them that were filed either before, during, or after their employment with the Applicant Firm?

☐ No

☐ Yes

1. Regulatory Compliance

In the past five years, has Applicant Firm, any of its Owners, or Affiliates been cited for:

A. A violation of any labor law or regulation, including prevailing wage rates and fair labor practices?

☐ No

☐ Yes

B. An OSHA violation?

☐ No

☐ Yes

C. A violation of federal, state or local environmental laws or regulations?

☐ No

☐ Yes

D. Any other administrative, statutory or regulatory violations?

☐ No

☐ Yes

SECTION VI - ETHICS

1. False Statements, Bribes, Collusion

In the past five years has the Applicant Firm, any of its Owners, or Affiliates:

- A. Filed with a government body (including City of Wheat Ridge) or submitted to a government employee (including City of Wheat Ridge employee) any form of document known by the Applicant Firm, any of its Owners, or by the person submitting the document, to contain false information?
☐ No ☐ Yes
- B. Created or maintained false business records?
☐ No ☐ Yes
- C. Given, or offered to give, money or any other benefit to a public official or employee with intent to influence that person regarding any of their official acts, duties or decisions?
☐ No ☐ Yes
- D. Given, or offered to give, money or other benefit to an official or employee of a private business with intent to induce that official or employee to engage in unethical or illegal business activities (including but not limited to improper gratuities, and/or violations of lobbying regulations)?
☐ No ☐ Yes
- E. Agreed with another to bid below prevailing market rate?
☐ No ☐ Yes
- F. Agreed with another to submit identical or complimentary bids or otherwise not to bid competitively?
☐ No ☐ Yes
- G. Agreed with another not to submit competitive bids in another's territory established either by geography or customers?
☐ No ☐ Yes
- H. Agreed with another to take turns in obtaining contracts by pre-determining which Firm shall submit the lowest bid?
☐ No ☐ Yes

1. Conflict Of Interest

- A. Does the Applicant Firm, any of its Owners or Project Team Members have any existing relationships that could be construed as either personal or organizational conflicts of interest, or which would give rise to a conflict if Applicant Firm should be a recipient of a contract with the City of Wheat Ridge?
☐ No ☐ Yes
- B. Has any Owner or Project Team member of Applicant Firm ever (if yes explain fully):
1. Been an employee of the City of Wheat Ridge, or served as a Member of Wheat Ridge City Council?
☐ No ☐ Yes
 2. Been related by blood or marriage to a City of Wheat Ridge employee or Council Member?
☐ No ☐ Yes

SECTION VII - ADDITIONAL DOCUMENTATION REQUIRED

Additional document copies to be submitted with this application:

3. Letter of Reference from your Firm's Surety, which states current available aggregate and single project bonding capacity (This Application will not be processed without this letter)
4. List of Major Equipment by number and type available for the Project(s).
5. Certification of all IMSA certified personnel, if applying for traffic signal project(s). A minimum of two full time employees must be certified at Level II or higher.

BID FORM
ITB-09-29
WATCHABLE WILDLIFE BOARDWALK AT BASS LAKE

This is the Proposal (Bid) of _____ (hereinafter called "BIDDER") or organized and existing under the laws of the State of _____ doing business as a _____ (Insert "a corporation", "a partnership", or "an individual" as applicable.)

To the CITY OF WHEAT RIDGE (hereinafter called "Owner").

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Bid Documents, to complete all Work as specified or indicated in the Contract Bid Documents for the Contract Sum and within the Contract time indicated in accordance with the Contract Bid Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders. The Bid will remain open for sixty days after the day of Bid opening. Bidder will sign the Agreement and submit any documents required by the Contract documents within seven (7) calendar days after notification or the designated date.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, or communication with any competitor. Every bid submitted to the City shall contain a statement certifying that the Bidder has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement shall be in the form of an affidavit provided by the City and included in the Bid Proposal. The Bidders proposal will be rejected if it does not contain the completed Non-collusion Affidavit.

Bidder agrees to abide by the following federal requirements: Executive Order No. 11246 as amended, including specifically, the provisions of the Equal Opportunity Clause, the Immigration Reform and Contract Act of 1986, and the Americans with Disabilities Act of 1991.

Bidder hereby agrees to commence Work under this contract on or before a date to be specified in the Notice to Proceed and to final completion of the Project **BY NOVEMBER 27, 2009**.

The Notice to Proceed shall be issued within fourteen (14) days of the execution of the Agreement by the Owner. Should there be reason why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement.

Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress, or performance of the Work and has made such independent investigation as Bidder deems necessary.

Bidder will complete the Work for all accepted bid items.

BID FORM, CONTINUED
ITB-09-29
PRICING SCHEDULE

Provide all materials, labor, and equipment to complete the work as per the specifications. It is the Owner's intent to award a single contract to the lowest qualified bidder.

Project: **WATCHABLE WILDLIFE BOARDWALK AT BASS LAKE**

Company Name	Date
--------------	------

Authorized Signature	Title
----------------------	-------

Printed Name

Title

License No.	Type	Expiration Date
-------------	------	-----------------

ATTEST:

Printed Name

Signature	Title
-----------	-------

SEAL
(If bid is by corporation)

ADDENDA

Bidder acknowledges receipt of the following Addenda:

BID SCHEDULE

COMPANY SUBMITTING BID

Bidder agrees to perform all the work described in the Contract Documents for the following unit prices or lump sums. Contingency bid items are for subgrade stabilization work that may be required by the Engineer if poor soil conditions are encountered in localized areas.

ITEM NO.	PAY ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENSION
	Mobilization		LS	\$	\$
	Removal of Existing Boardwalk		LS	\$	\$
	Silt Fence		LF	\$	\$
	Subgrade Preparation (West Access Trail)		SY	\$	\$
	4" Crusher Fines Trail (West Access Trail)		SY	\$	\$
	Subgrade Preparation (West Access Trail)		SY	\$	\$
	4" Crusher Fines Trail (West Access Trail)		SY	\$	\$
	3 ½" Parallam (Various Depths)		LF	\$	\$
	2x12 Blocking		LF	\$	\$
	2x6 Top Rail		LF	\$	\$
	2x4 Top Rail		LF	\$	\$
	6x6 Posts at Piers		LF	\$	\$
	4x4 Intermediate Posts		LF	\$	\$
	2x4 Kick Plate		LF	\$	\$
	Decking (Deliver & Install Only)		LF	\$	\$
	Foundations		LS	\$	\$
	3/16" Steel Cable Rail System		LS	\$	\$
	Concrete Ramps		CY	\$	\$
	Steel Reinforcing		LB	\$	\$
	Joist Hangers (Various Sizes)		EA	\$	\$

Seeding and Mulching AC \$ _____ \$ _____
TOTAL AMOUNT OF BASE BID \$ _____

WRITTEN OUT AMOUNT OF BASE BID _____

(Insert Amount in Words)

DEDUCT ALTERNATE #1: Provide (2) wood intermediate handrails in lieu of steel cable rail system.

\$ _____

WRITTEN OUT AMOUNT OF ALTERNATE #1

BID NOTES:

1. Removal of Existing Boardwalk need not include below-grade elements of existing boardwalk.
2. Sub-grade Preparation for access trails shall include removal of topsoil from site, geotextile, and weed inhibitor.
3. Decking materials will purchased by the City of Wheat Ridge. The Contractor will be responsible for delivery to site from a local source, and installation. The Contractor shall responsible for purchase and installation of all fasteners. Fasteners shall be included in the Decking bid item. Contractor shall be responsible for cutting decking materials as required.
4. Estimated Quantities of 6x6 Posts at Piers apply to the caisson foundation option.
5. Foundations bid item shall include all labor and materials necessary to construct either caisson foundations, or a helical pier system of foundations, as shown on the plans, at the Contractor's option. A combination of caissons and helical piers may be employed. If caisson foundations are employed, the Foundations bid item shall include excavation, dewatering, and removal of spoils. If helical pier foundations are employed, the Foundations bid item shall include the associated structural engineering, proof tests, and battered piers for lateral bracing.
6. Steel Cable Rail system shall be complete with all necessary components, including but not limited to turnbuckles, eyehooks, vertical cable braces, and end fasteners.
7. Joist hangers shall include all fasteners specified by the hanger manufacturer for proper installation.
8. The quantities listed for each of the items in the bid schedule are estimated from the best available information. Contractors are required to bid a firm Unit Price for each item specified. The actual quantities ordered may fluctuate up or down. The Unit Prices proposed by each bidder will remain firm and will not be renegotiated if the estimated quantities are not met or are exceeded. For bidding purposes, if there is a conflict between the extended total of an item and the Unit Price, the Unit Price shall prevail and be considered as the amount of the bid.
9. Quantity values listed for all materials are for complete installed quantities. Waste is not included and will not be paid additionally.

INTENT OF CONTRACT DOCUMENTS:

1. The sections of the contract documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intent of the contract documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, equipment, light, transportation, and all other expenses as may be necessary for the proper execution of the work.
2. Any work shown on the plans and not covered in the specifications, or included in the specifications and not shown on the plans, shall be executed by the Contractor as though shown both on the Plans and included in the specifications. If the plans and specifications should be contradictory in any part, the specifications shall govern. Special specifications shall govern over standard specifications.
3. If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical layout, or any errors or omissions in plans or layout, he/she shall immediately so inform the Engineer for verification. Any work done after such discovery without the written consent of the Engineer authorizing the same shall be done at the Contractor's risk.
4. Any incidental and/or appurtenant items not specifically called for in the plans and specifications, but which are necessary to complete the work in accordance with the requirements of good practice, as determined by the Engineer, shall be included as a part of the Contractor's bid price and furnished at no additional cost to the Owner.

LIST OF SUBCONTRACTORS AND AMOUNT

IMPORTANT: THIS FORM MUST BE SUBMITTED AND COMPLETED. IF YOU ARE NOT USING SUB-CONTRACTORS, STATE "NONE". FAILURE TO SUBMIT A COMPLETED FORM WILL RESULT IN A NON-RESPONSIVE BID.

CONTRACTOR'S ORGANIZATION SHALL PERFORM WORK AMOUNTING TO 50% OR MORE OF THE TOTAL CONTRACT COST.

NAME	TYPE OF WORK	AMOUNT	% OF WORK

MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

CITY OF WHEAT RIDGE, CO
CERTIFICATION STATEMENT FOR
ILLEGAL ALIENS, COMPLIANCE TO HB 1343

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

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq.
2. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.
3. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate the above referenced purchase order for breach and the Vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

CERTIFIED and AGREED to this _____ day of _____, 200_____

BID NUMBER: _____

FIRM: _____
(Print Full Legal Name)

Authorized Signature: _____

Print Name: _____

Print Title: _____ Date: _____

Attestation: (A corporate attestation is required.)

BY: _____
Corporate Secretary or Equivalent

Place corporate seal here, if applicable

VENDOR MUST COMPLETE AND SUBMIT THIS FORM TO THE
PURCHASING AND CONTRACTING OFFICE

NON-COLLUSION AFFIDAVIT
ITB-09-29
WATCHABLE WILDLIFE BOARDWALK AT BASS LAKE

STATE OF: _____

COUNTY OF: _____

_____ of lawful age, being duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affidavit further states that the Bidder has not been a party of any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or any Federal, State or Municipal official or employees as to quantity, quality, or price in the prospective Contract, or any other items of said prospective Contract; or in any discussions between bidders and any Federal, State or Municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

NAME

TITLE

Subscribed and sworn to before me this _____ day of _____ 2009

NOTARY PUBLIC SIGNATURE

My Commission Expires:

THIS FORM MUST BE SUBMITTED WITH YOUR BID

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

(name and address of Contractor)

as Principal, and

(name and address of surety)

as Surety, are hereby held and firmly bound unto the City of Wheat Ridge as Owner in the penal sum of

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

Signed this _____ day of _____, 2009

The condition of the above obligation is such that whereas the Principal has submitted to the City of Wheat Ridge a certain BID, attached hereto and hereby made a part hereof, to enter a contract in writing for the Project titled **ITB-09-29, WATCHABLE WILDLIFE BOARDWALK AT BASS LAKE.**

NOW, THEREFORE,

(a) If said Bid shall be rejected or,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with the said Bid) and shall furnish a Bond for his faithful performance of said Contract, and for the payment for all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

(Principal/Contractor)

(Surety)

By: _____

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

CITY OF WHEAT RIDGE
ITB-09-29
WATCHABLE WILDLIFE BOARDWALK AT BASS LAKE SAMPLE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2009 by and between the City of Wheat Ridge, Colorado, hereinafter called "Owner" and _____, doing business as an individual, whose business address is _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned the parties agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to complete the construction of the Project titled, **ITB-09-29, WATCHABLE WILDLIFE BOARDWALK AT BASS LAKE** in accordance with the Contract Bid Documents.
2. The Contractor agrees to perform all the Work described in the Contract Bid Documents and comply with the terms therein for the Total Contract amount of _____ **DOLLARS (\$ _____)** which includes any alternates.
3. The Contractor agrees to commence the Work required by the Contract Documents within **Fourteen (14)** calendar days after the date of the Notice to Proceed and to complete the same **BY NOVEMBER 27, 2009**.
4. The term "CONTRACT BID DOCUMENTS" means and includes the following:

A	Signature Page	J	Bid Bond
B	Advertisement for Bids	K	Agreement
C	Information for Bidders	L	Payment Bond
D	Contractor Qualification	M	Performance Bond
E	Bid Form	N	Notice to Proceed
F	Bid Schedule	O	Final Receipt
G	List of Subcontractors	P	Project Special Provisions
H	Non-Collusion Affidavit	Q	General Provisions
I	Illegal Alien Certification	R	Addenda
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions, such amounts as required by the Contract Documents.
6. Section 2-3 of the City's Code of Laws is presented below:
 - (a) **FISCAL YEAR.** Fiscal year for the City shall commence on January 1 and end on December 31.
 - (b) **BUDGET CONTAINS APPROPRIATIONS.** The City Council shall annually adopt a budget in a manner consistent with the provisions of Chapter X of the Home Rule Charter of the City of Wheat Ridge. Upon the annual adoption by City Council of each year's budget, levels of authorized expenditures from the funds indicated within the annual budget itself and/or the adopting resolution shall constitute the appropriation of the amounts specified therein for the purposes specified therein. During the course of each fiscal year, approval by the City Council of contracts for goods or services, and/or approval of bids for the provision of specified goods or services, shall likewise constitute appropriations of the amounts specified therein for the purposes specified therein.
 - (c) **NO CONTRACT TO EXCEED APPROPRIATION.** During each and any fiscal year, no contract entered into by or on behalf of the City shall expend or contract to expend any money, or incur any liability, nor shall any contract be entered into nor any bid be awarded by on behalf of the City which, by its terms, involves the expenditure of money for any of the purposes for which provision is made either in the adopted budget or adopting resolution is made either in the adopted budget or adopting resolution, including any legally authorized amendments thereto, in excess of the amount

appropriated in the budget or the approved contract or bid amount. Any contract or bid award, either verbal or written, made in violation of the provisions of this Section shall be void as to the City and no City monies from any source whatsoever shall be paid thereon.

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

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

- (e) **NOTICE TO PARTIES CONTRACTING WITH THE CITY.** All persons contracting with, or selling goods or services to, the City are hereby placed on notice of the provisions of this Section. The provisions of this Section shall become a part of the Merit System Personnel Rules and Regulations of the City of Wheat Ridge; shall be referred to specifically in all public works bid documents and contracts; and shall be incorporated into, or specifically noted within, all other contracts entered into by or on behalf of the City wherein City funds are used to pay for said contract.
- (f) The City may, by contract, require the contractor awarded a public works contract to waive, release or extinguish it rights to recover costs or damages, or obtain an equitable adjustment, for delays in performing such contract, if such delay is caused, in whole or part, by acts or omissions of the City or its agents, if the contract provides that an extension of time for completion of the work is the Contractor's remedy for such delay. Such a clause is valid and enforceable, any provision of State Law to the contrary notwithstanding.
- (g) The City Council, by this ordinance, declares its local contracting powers to be a matter of purely local concern, and further specifically intends to supersede, pursuant to its powers under Article XX of the Colorado Constitution, the provisions of Sections 24-91-101 and 103.5, C.R.S., insofar as they conflict with the provisions of this Section of the Code of Laws of the City of Wheat Ridge, Colorado.

7. **NOTICES**

Any notice or communication given pursuant to this Agreement to the City shall be made in writing:

City Contact:	Contractor Contact:
7500 W 29 Avenue, Wheat Ridge 80033	
Office: 303-235-	
Fax: 303-235-2857	

8. The Contractor agrees to abide by the requirements under EXECUTIVE ORDER NO. 11246 as amended, including specifically the provisions governed by the Equal Opportunity Commission and also to abide by the requirements of the IMMIGRATION REFORM AND CONTRACT ACT OF 1986 and the requirements of the AMERICANS WITH DISABILITIES Act of 1991.
9. In accordance with CRS Title 24, Article 91, Section 103.6, Paragraph 2, Subparagraph a, the City of Wheat Ridge hereby states that funds have been appropriated for this Project in an amount equal to or in excess of the Original Contract Amount.
10. **Illegal Aliens – Public Contracts for Services.** CRS 8-17.5-101 and Public Law 209, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended:

The Contactor certifies that he/she shall comply with the provisions of CRS 8-17.5-101et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal

alien. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-101 (2)(b)(I). The Contractor shall comply with all reasonable requests made in the course of an investigation by the CO Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the City.

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in **Two (2) copies**, each of which shall be deemed an original on the date first above written.

ATTEST:

MICHAEL SNOW, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GERALD DAHL, CITY ATTORNEY

(SEAL)

ATTEST:

NAME

TITLE

DATE

OWNER:

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

JERRY DITULLIO, CITY MAYOR

CONTRACTOR

COMPANY NAME

ADDRESS

SIGNATURE

PRINT NAME

TITLE

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

An individual_* hereinafter called "PRINCIPAL", and

(Name of Surety)

(Address of Surety)

hereinafter called "Surety", are held and firmly bound unto the City of Wheat Ridge, 7500 West 29th Avenue, Wheat Ridge, Colorado 80033, hereinafter called "Owner", in the penal sum of **TINMAN (\$LION)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 2009, a copy of which is hereto attached and made a part hereof for the Project titled, **ITB-09-29 WATCHABLE WILDLIFE BOARDWALK AT BASS LAKE.**

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

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

IN WITNESS WHEREOF, this instrument is executed in **ONE** part, each of which shall be deemed an original, this the _____ day of _____, 2009

ATTEST:

PRINCIPAL

CORPORATE SECRETARY

PRINCIPAL

ADDRESS

BY

ADDRESS

(SEAL)

SURETY

ATTEST:

SURETY

ADDRESS

BY (ATTORNEY IN FACT)

ADDRESS

(SEAL)

Note: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Colorado.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

an Individual *, hereinafter called "PRINCIPAL", and

(Name of Surety)

(Address of Surety)

hereinafter called "Surety", are held and firmly bound unto the City of Wheat Ridge, 7500 West 29th Avenue, Wheat Ridge, Colorado 80033, hereinafter called "Owner", in the penal sum of **TINMAN (\$LION)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____, a copy of which is hereto attached and made a part hereof for the Project titled, **ITB-09-29 WATCHABLE WILDLIFE BOARDWALK AT BASS LAKE.**

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

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

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

*Insert "a corporation", "a partnership", or "an individual" as applicable.

IN WITNESS WHEREOF, this instrument is executed in **ONE** part, each of which shall be deemed an original, this the _____ day of _____, 2009.

PRINCIPAL

ATTEST:

CORPORATE SECRETARY

PRINCIPAL

ADDRESS

BY

ADDRESS

(SEAL)

SURETY

ATTEST:

SURETY

ADDRESS

BY (ATTORNEY IN FACT)

ADDRESS

(SEAL)

Note: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Colorado.

NOTICE TO PROCEED

TO:

FROM: **CITY OF WHEAT RIDGE, CO**

RE: **ITB-09-29 WATCHABLE WILDLIFE BOARDWALK AT BASS LAKE**

You are hereby notified to commence Work in accordance with the Agreement dated _____
2009, on or before _____, 2009, and you are to fully complete the work **BY NOVEMBER 27, 2009.**

Dated this ____ day of _____ 2009.

By: _____
Title: Engineering Manager

RECEIPT OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

_____ on this _____ day of _____, 2009.

Printed Name _____

Signature _____

Title _____

FINAL RECEIPT

DATE: _____

TO: _____
(Contractor)

(Address)

FROM: **CITY OF WHEAT RIDGE, CO**

RE: **ITB-09-29 WATCHABLE WILDLIFE BOARDWALK AT BASS LAKE**

Received this date, of the Owner, as full and final payment of the cost of the improvements provided for in the Project Contract Documents, the amount of \$ _____ in cash, being the remainder of the full amount accruing to the undersigned by virtue of said contract.

Said cash also covers and includes full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto.

The undersigned hereby releases said Owner from all claims whatsoever which may develop from said contract.

These presents are to certify that all persons doing work upon or furnishing materials for said improvements under the foregoing contract have been paid in full.

Printed Name _____

Signature _____

Title _____

Date _____

CITY OF WHEAT RIDGE GENERAL PROVISIONS

1. DEFINITIONS:

"City" (also sometimes referred to as "Owner") means the City of Wheat Ridge, Colorado. The City is represented by employees who will assume Project administration, oversight, and inspection responsibilities as further defined in the Contract, the General and Special provisions, and the current edition of CDOT Standard Specifications for Road and Bridge Construction. At the time of the preconstruction meeting, or when requested by the Contractor, the City shall provide an official list of City representatives and their titles as applies to the Project.

"Contractor" means the person, partnership, firm or corporation responsible for the physical accomplishment of the project.

"Subcontractor" means only those having a direct contract with the Contractor and includes one who furnished materials worked to a special design according to the plans or specifications for the work under the Contract, but does not include one who merely furnishes material not so worked.

"Notice" means written demand, instruction or order duly served. Written notice shall be deemed to have been duly served if delivered in person to the Contractor, or if delivered in person or sent by registered mail to the address given in the Contract and shall have been duly served upon the City if delivered to the City Clerk of the City of Wheat Ridge, Municipal Building, Wheat Ridge, Colorado, either in person or by registered mail.

"Work" means performance of the Contractor or Subcontractor including labor and materials and all services incidental thereto.

"Cost" means all charges and expenditures of every kind applicable to the accomplishment of the work.

"Final Completion" means when all items are one hundred percent (100%) complete and when all known defective work has been corrected as certified by the City Representative.

"Substantial Completion Date" is the date on which the City Representative certifies the readiness of the work for beneficial occupancy or use, and is the date for terminating liability for liquidated damages and for determining incentive payments due for early completion.

2. MATERIALS, SERVICES, AND FACILITIES:

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish and pay for all labor, superintendence, material, utilities, machinery, equipment, tools, transportation, facilities, temporary construction of every nature and all other services and facilities of every nature, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work, within the time stated, in accordance with the plans, drawings and specifications covered by the Contract, and any and all supplemental plans, drawings and specifications. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. It will be the responsibility of the Contractor to locate/negotiate a staging area. The City will not provide a staging area on City owned property. Any work necessary to be performed after regular working hours, on Saturdays, Sundays, or Legal Holidays, shall be performed without additional expense to the City.

3. CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

4. OBSERVATION AND TESTING:

All work performed and all workmanship, equipment and materials used in the construction shall be subject to Observation, examination and test, at any and all times during construction.

5. WEATHER CONDITIONS:

In the event of temporary suspension of work, or during inclement weather or whenever the City shall direct, the Contractor will, and will cause his Subcontractors to, protect carefully his and their work and materials against damage or injury from weather. If, in the opinion of the City, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

6. EMERGENCY - PROTECTION OF LIFE AND PROPERTY:

In case of an emergency which threatens loss of injury or property, and/or safety of life, the Contractor is hereby permitted to act at his own discretion and in a diligent manner without prior instructions from the City to prevent the threatened loss or injury. He shall notify the City immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted in writing to the City for approval. The amount of any reimbursement claimed by the Contractor shall be determined in the manner provided in Article 9 of this Contract.

7. REPORTS, RECORDS, AND DATA:

The Contractor shall submit to the City such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as may be requested concerning work performed or to be performed under this Contract.

8. SUPERINTENDENCE BY CONTRACTOR:

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such Representative shall be acceptable to the City and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll. All directions given to such Representative in the Contractor's absence shall be as binding as if given to the Contractor.

9. CHANGES IN THE WORK:

The City may, at any time, by written order and without notice to the sureties, require the performance of extra work or make changes by altering, adding to, or deducting from the work. The amount of compensation to be paid to the Contractor shall be adjusted accordingly without invalidating the Contract and in accordance with whichever of the following plans the City elects: (1) a price agreed upon, (2) a price based on unit prices of the Contract; or (3) a price determined by adding fifteen percent (15%) to the reasonable cost of the extra work, addition, alteration, or deduction; provided however, that no additions to the Contract Price shall be agreed upon by, or shall be binding upon the City if the effect of said price increase is to increase the Contract amount beyond the amount of money appropriated by the City Council, as specified in Section 2-3 of the Code of Laws of the City of Wheat Ridge.

In giving instructions, the City may authorize minor changes in the work, not involving extra cost and not inconsistent with the purpose of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written approved Change Order or RFI response by the City .

11. TIME EXTENSIONS:

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

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

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

12. DEFECTIVE WORK:

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

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

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

13. UNEXPECTED UNDERGROUND STRUCTURES; CHANGE OF CONDITIONS:

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

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

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

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

There shall be no adjustment in Contract Price based on changed site conditions. The Contractor is required hereby to make an on-site inspection and investigation, which includes determination of location of utilities and said and other natural conditions. Representations regarding site and soil conditions and utility locations are based on the best information available to the Owner and final determination as to both site and soil conditions and utility

locations is left to the Contractor, without recourse to the City. The City shall allow reasonable and necessary access to the site to Contractor and his representatives to make such determination and site review.

14. CLAIMS FOR EXTRA COSTS:

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

15. RIGHT OF CITY TO TERMINATE CONTRACT:

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

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

16. CONSTRUCTION SCHEDULE:

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

17. PAYMENTS TO THE CONTRACTOR:

During the course of construction, the Contractor shall request payment of work actually performed during the preceding month. The City will once each month make a progress payment to the Contractor on the basis of an evaluation of the claim by the City as to amount of work done and that the City has received full value thereof. The City shall retain ten percent (10%) of the value of the completed work to a maximum of 5% of the total contract amount including change orders and contingency. Retainage shall be held until final completion and acceptance of all work, as part security for the fulfillment of the Contract by the Contractor. The amount of the progress payments shall be the balance not retained as aforesaid, after deducting all previous payments and all other sums to be kept or retained under the provisions of this Contract. The Contractor shall have no right to either terminate the Contract or to claim damages if he considers partial payments inadequate.

18. CERTIFICATE OF COMPLETION:

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

19. FINAL PAYMENT:

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

20. PAYMENT WITHHELD:

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

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

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

21. FINAL PAYMENT TO TERMINATE LIABILITY OF CITY:

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

22. EFFECT OF CERTIFICATION AND PAYMENT:

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

23. GENERAL WARRANTY:

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

24. INSURANCE:

Public Liability and Property Damage Insurance - The Contractor shall maintain public liability and property damage insurance (the "Liability Policy") to protect the Contractor and the City from any and all claims for damages including but not limited to claims for property damage and personal injury, including death, which may arise from operations under this Contract, including the operations of subcontractors. The Liability Policy shall state that it is the primary insurance for such claims and shall not contain any "excess" or "other insurance" clauses which limit its application as the primary coverage for those claims. The Contractor shall be individually liable for any and all defects in the Liability Policy. The Liability Policy shall not be terminated or cancelled prior to Final Completion of this Contract and shall provide coverage for not less than the following:

For personal injury	\$300,000 for 1 claimant
For property damage	\$500,000 for 1 occurrence
For vehicle damage	\$250,000 for 1 claimant

In lieu of the foregoing, a single limit Liability Policy the amount of \$1,000,000.00 will be accepted.

The Liability Policy shall name as additional insureds the City and all other governmental bodies with jurisdiction in the area involved in this project, their officers and employees. Notwithstanding the naming of additional insureds, the Liability Policy shall protect each insured in the same manner as though a separate policy had been issued to each but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. A certificate evidencing such insurance, together with the proper endorsement, shall be filed with the City, subject to approval as to the adequacy of protection.

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

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

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

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

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

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

25. RESPONSIBILITY FOR WORK; PRIORITY OF DOCUMENTS:

- a) Debts and claims: The Contractor shall pay all debts for labor and materials contracted for by him on account of the work herein contemplated. The Contractor shall assume the defense of, and indemnify and save harmless, the City and its officers and agents, from all claims relating to labor and materials furnished for the work; to infringement or alleged infringement of invention patents and patent rights used in, or in connection with the work or however originating from any of the work under this Contractor from conditions created thereby; to injuries to any persons or corporation caused by the acts or negligence of the Contractor or any of his agents or employees, or of any Subcontractor or any agents or employees of any Subcontractors, in doing the work or in consequence of any improper materials, implements or labor used therein; and shall fully reimburse and repay to the City all outlay and expense which the City may incur by reason of his failure to do so. The Contractor shall satisfy all suits and claims against the City arising from the violation of any law, ordinance, regulation, order, or decree on the part of the Contractor or any of his agents or employees, or any Subcontractor, or agent or employees of any Subcontractor; shall fully indemnify and save harmless the City against and from all cost, loss, and damage which the City may suffer by reason of his failure to do so; and shall fully reimburse and repay to the City all outlay and expense which the City may incur in making good any such default. The Contractor shall fully complete the work required to be done under this Contract, free from all liens and claims of any kind whatsoever.

- b) Plans and Specifications: It shall be the duty of the Contractor to carefully study and compare all drawings, specifications and instructions, visit the project site and acquaint himself with all conditions, and call to the attention of the City any discrepancy, error, omission or inconsistency that may exist in the plans or specifications, or between the plans and specifications, or any conflict between existing conditions and requirements of the plans and specifications.. The execution or work in accordance with the plans, specifications or other instructions will be considered as evidence that the Contractor is thoroughly familiar with the true intent of the plans, specifications or other instructions. Change orders will not be issued to cover any cost, loss, or expense for additional labor or material required to rectify any discrepancies discovered or reported to the City after the execution of the work, unless the discrepancies are errors in structural, mechanical or electrical design as determined by the City.

- c) Priority of Documents: In case of discrepancy or inconsistency in the terms or conditions of any documents, the Contract Documents shall have the following order of priority such that a statement appearing in the document with the higher priority shall control any inconsistent statement in a document of lower priority. (The following are listed from the highest priority to the lowest priority):
 1. The Agreement
 2. Drawings and any notes appearing on the drawings
 3. Project Special Provisions
 4. Current edition of CDOT Standard Specifications for Road and Bridge Construction and all supplements thereto (English Version).
 5. General Provisions of the Contract for construction.

26. NOT USED

27. CARE AND PROTECTION OF PROPERTY:

The Contractor expressly undertakes at his own expense:

To assume full responsibility for the preservation of all public and private property, and use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property or on account of any act, omission, neglect or misconduct in the execution of the work on the part of the Contractor, such

property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the City. No representations are made by or on behalf of the City concerning the conditions, locations or state of repair or existing sewers, drains, water mains and other underground structures;

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

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

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

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

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

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

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

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

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

29. NO DAMAGES FOR CERTAIN DELAYS:

The City may delay the commencement of the work, or any part thereof, if the City shall deem it for the best interest of the City to do so. The Contractor shall have no claim for damages on account of such delay, but he shall be entitled to so much additional time in which to complete the whole or any portion of the work required under this Contract as the City shall certify in writing to be just. The Contractor shall have no claim for damages on account of any delay on the part of another Contractor. Contractor expressly acknowledges and accepts the provisions of Section 2-4 of the Code of Laws of the City of Wheat Ridge as controlling this Project.

30. REQUIRED PROVISIONS DEEMED INSERTED:

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

31. PROTECTION OF LIVES AND HEALTH:

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

the protection of workmen and the public and shall post danger signs warning against the hazards created by the construction such as protruding nails, hoist hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, and failing materials.

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-19-54).

32. WAGE RATES:

The attention of the bidder is called to the requirements and provisions of all applicable laws and any amendments thereof or additions thereto as to the employment of labor, and to the schedule of any minimum wage rates established in compliance with such laws. If, after the award of the Contract, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such person shall be paid at not less than such rate as shall be determined by the officials administering the laws mentioned above.

The Contract is subject to the applicable provisions of the Contract Work Hours Standards Act. Public Law 87-581, 87th Congress. No Contractor or Subcontractor contracting for any part of the contract work shall require or permit any laborer or mechanic to be employed on such work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in any work week unless such laborer or mechanic received compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, as the case may be.

33. EMPLOYMENT OF LABOR:

The Contractor and each of his Subcontractors shall hire qualified workers for the project who are citizens of the United States or legal resident aliens with first preference being given, insofar as practicable, to those having served in the armed forces of the United States and having been honorably discharged or released from active duty therein.

The Contractor shall employ only competent persons to do the work, and whenever requested in writing by the City Representative, the Contractor shall discharge any person who commits trespass or is, in the opinion of the City Representative, disorderly, dangerous, unfaithful, insubordinate, incompetent or otherwise unsatisfactory.

34. SANITARY PRECAUTIONS:

Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such points as shall be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The Contractor shall rigorously prohibit the committal of nuisances within, on, or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the City Representative.

The Contractor shall supply sufficient drinking water from approved sources to all of his employees.

The sanitary convenience specified above shall be the obligation and responsibility of the General Contractor until the completion of the work. The facilities shall be made available to all other Contractors and Subcontractors.

35. SALES AND USE TAXES:

Do not include sales or use taxes in your bid. House Bill 1451 provides that Contractors shall make application with the Colorado State Department of Revenue for a tax exempt number which will be issued for the duration of the project. This tax exempt number is for State taxes only. The City of Wheat Ridge will issue its own tax exempt number for purchases made within the City of Wheat Ridge. An affidavit must be signed by the General Contractor for such project before the City tax exempt number can be issued.

ATTACHMENT A

SECTION 626 MOBILIZATION

DESCRIPTION

626.01 This work consists of the mobilization of personnel, equipment and supplies at the project site in preparation for work on the project. This item shall also include the establishment of the Contractor's offices, buildings and other necessary facilities, and all other costs incurred or labor and operations which must be performed prior to beginning the other items under the Contract.

BASIS OF PAYMENT

626.02 Partial payments for mobilization will be made once each month as the work progresses. These partial payments will be made as follows:

- (1) When 25 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is lesser, will be paid.
- (2) When 50 percent of the original contract amount is earned, 75 percent of the amount bid for mobilization, or 7.5 percent of the original contract amount, whichever is lesser, will be paid.
- (3) Upon completion of all work on the project, payment on any amount bid for mobilization in excess of 10% of the original contract amount will be paid.

SECTION 630

CONSTRUCTION ZONE TRAFFIC CONTROL

Add the following to Section 630.02

Sign panels and sign legend or portions thereof that conflict with the construction zone traffic control plan shall be masked or covered by the Contractor from the view of traffic so that none of the masked legend is readable. Masking or covering materials, to be approved by the Engineer, shall be durable enough to resist deterioration due to weathering for the duration of the Project.

Add the following to Subsection 630.08

The Contractor shall submit a method for handling traffic (MHT). The MHT may utilize the Manual on Uniform Traffic Control Devices (MUTCD) or Standard Plans S-630-1 and S-630-2 for devices that are proposed. Approval of the MHT does not relieve the Contractor of traffic control liability specifically assigned to him under this Contract. A copy of the approved MHT shall be available at the project site in order that City personnel may verify compliance with the specified traffic control requirements.

In addition to the requirements of the MHT specified in Section 630.08, the Contractor's MHT shall also include the following:

1. The number of flag persons to be used.
2. The number of authorized 24-hour days a traffic control supervisor will be required, if traffic control supervisor is a separate pay item.

The Contractor shall erect and maintain warning lights, signs, barricades and sufficient safeguards around all excavations, embankments and obstructions.

Add the following to the second paragraph of Subsection 630.09

(10) Supervising the cleaning and maintenance of all traffic control devices.

Replace the first sentence of the first paragraph in Subsection 630.09 as follows

The Contractor shall provide a traffic control supervisor for the duration of the project.

Add the following to the third paragraph of Subsection 630.09

When Traffic Control Supervisor is not a separate pay item on the Bid Schedule, the Contractor shall still provide a traffic control supervisor who will be available and perform all duties as required by Subsection 630.09.

The Contractor shall provide the name and certification documentation of the traffic control supervisor at the pre-construction meeting and shall inform the Engineer in writing of personnel changes during the Project. The Contractor shall maintain a 24 hour telephone number at which the traffic control supervisor can be contacted. During non work periods, the traffic control supervisor shall respond to the job site within 2 hours of notification. The traffic control supervisor shall not act as a flagger except in an emergency or in relief for short periods of time.

Replace the first paragraph in Subsection 630.11 as follows

Portable construction traffic signs shall be removed when temporarily not required. Permanently mounted construction traffic signs shall be masked or turned away from traffic when temporarily not required. When work is suspended or the project is in free time and there is no condition requiring traffic control devices or construction traffic signs, all of the construction traffic signs shall be masked or turned away from traffic. When masking is used, it shall be in accordance with Subsection 630.10.

Add the following to Subsection 630.11

The retro reflective surfaces of signs and other traffic control devices shall be cleaned as frequently as necessary to preserve their legibility and retro-reflectivity. All devices shall be cleaned a minimum of once every two weeks.

All warning and construction zone traffic control devices shall bear the name, address and phone number of the barricade company that owns them. The phone number shall be a 24 hour a day dispatched hot line in the event an emergency situation occurs where additional devices are needed or existing devices must be removed.

The Contractor shall install construction zone traffic control devices in locations where they do not block or impede sidewalks for pedestrians, disabled persons, bicyclists or other existing traffic control devices. This strategy shall include, but not be limited to, strapping signs to street light poles or utility poles where available and clamping signs posts to guard rails. A minimum four foot wide, unobstructed sidewalk area is to be maintained at all times. In the event that a minimum four foot wide sidewalk area with a minimum overhead clearance of 7 feet 6 inches cannot be maintained, a pedestrian/bicycle detour plan shall be submitted in conjunction with the traffic control plan.

All existing traffic control devices including traffic signals, signs, and pavement markings that are compatible with the construction zone traffic control shall remain visible and fully operational. If these devices are incompatible with the temporary construction, they shall be covered, relocated or removed.

The Contractor shall equip all vehicles operating within the moving lanes with flashing amber lights visible from all directions.

Replace Subsection 630.12(d) as follows

The authorized duties of flaggers consists of directing the traveling public and the construction traffic that affects the traveling public within the project limits. The flagger's STOP/SLOW sign paddle shall be at least 18 inches wide with letters six inches high.

Delete Subsection 630.14

Replace Subsection 630.15 with:

If traffic control materials and/or labor, other than signs, fencing, and temporary trail(s) specified on the Detour Plan is required, costs shall be included in the lump sum cost for Traffic Control.

SECTION 05720

ORNAMENTAL HANDRAILS AND RAILINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Horizontal Stainless Steel Cable Railing System.

1.2 RELATED SECTIONS

- A. Section 06171 – Parallel Strand Structural Timber

1.3 REFERENCES

- A. ASTM A36 - Carbon Structural Steel.
- B. ASTM A53 - Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless.
- C. ASTM A108 - Steel Bars, Carbon, Cold Finished, Standard Quality.
- D. ASTM A276 - Stainless Steel Bars and Shapes.
- E. ASTM A312 - Seamless and Welded Austenitic Stainless Steel Pipes.
- F. ASTM A314 - Stainless Steel Billets and Bars for Forging.
- G. ASTM A320 - Alloy Steel Bolting Materials for Low-Temperature Service.
- H. ASTM A479 - Stainless and Heat-Resisting Steel Bars and Shapes for Use in Boilers and Other Pressure Vessels.
- I. ASTM A500 - Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
- J. ASTM A554 - Welded Stainless Steel Mechanical Tubing.
- K. ASTM A582 - Free-Machining Stainless and Heat-Resisting Steel Bars.
- L. ASTM B211 - Aluminum and Aluminum-Alloy Bar, Rod, and Wire.
- M. ASTM B221 - Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
- N. SAE/AMS QQ-S-763 - Steel Bars, Wire Shapes, and Forgings; Corrosion-Resistant.

1.4 DESIGN REQUIREMENTS

- A. Cable railing system, including top rail, bottom rail, end posts, intermediate posts, intermediate cable braces, cables, and cable hardware shall be designed to conform to building codes and loading requirements.
 - 1. Cable railing system shall withstand a minimum concentrated load of 200 pounds applied from any direction, at any point on the railing.
- B. Railing frame components and cable hardware shall be designed to withstand loads encountered without excessive deflection or distortion when cables are tensioned to required amounts to conform to building codes.

1.5 SUBMITTALS

- A. Product Data: Include for each product to be used:

1. Preparation instructions and recommendations.
 2. Storage and handling requirements and recommendations.
 3. Installation methods.
 4. Available colors, styles, patterns and textures.
- B. Shop Drawings:
1. Submit fabricator's shop drawings showing sizes, dimensions, details, and installation of railing frame components, intermediate cable braces, cables, cable hardware, and grommets.
 2. Show details of anchoring cable railing system to mounting surface.
- C. Material Samples: Submit samples of the following:
1. Railing frame components by fabricator.
 2. Intermediate cable braces by fabricator.
 3. Cables by manufacturer or fabricator.
 4. Cable hardware by manufacturer or fabricator.
 5. Grommets by manufacturer or fabricator.

1.6 QUALITY ASSURANCE

- A. Single Source Responsibility: Single source shall provide all components required to install the cable railing system.
- B. Fabricator's Quality Assurance: Fabricator shall certify that all materials comply with the requirements of this section and are suitable for the intended application.
- C. Pre-Installation Meeting: Convene a pre-installation meeting approximately two weeks before start of construction of railing frame component mounting surfaces. Require attendance of parties directly affecting work of this section, including Contractor, Engineer, Fabricator, and Installer. Review the following:
1. Specific method of installation of railing frame components into mounting surfaces.
 2. Installation, adjusting, cleaning, and protection of cable railing system.
 3. Coordination with other work.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site with labels or other markings clearly identifying the products and contractor or fabricator.
- B. Store materials in a clean, dry area, away from exposure to the weather until they are ready for installation.
- C. Protect materials while handling to avoid damage during installation.

1.8 WARRANTY

- A. Provide manufacturer's standard warranty for each product indicated.

PART 2 PRODUCTS

2.1 RAILING FRAME COMPONENTS

- A. Intermediate Cable Braces:
1. Type: Single piece.
 2. Size: 1/4 inch x 1 inch (6.4 mm x 25.4 mm).
 3. Spacing: As noted on the Contract Drawings.
 4. Material: Stainless steel.
- B. Cable Grommets: For prevention of abrasion of intermediate posts, end posts, and cable braces bored for cables.
1. Material: Black, UV-resistant Delrin or approved equal.

2.2 CABLES AND CABLE HARDWARE

A. Cables.

1. Material: 1 x 19 Type 316 stainless steel strand, left-hand lay, per dimensional properties contained in MIL-DTL-87161.
2. Finish: Mill.
3. Diameter: 3/16 inch (4.8 mm) diameter cable with a minimum breaking strength of 4000 pounds (1814.37 kilograms).
4. Orientation: Horizontal.
5. Orientation: Slope parallel to boardwalk pitch.
6. Spacing: As indicated on the Contract Drawings.

B. Cable Hardware Components.

1. Material: Stainless steel, ASTM A276 and A479, SAE/AMS QQ-S-763, Type 316.
2. Type: Most economical combinations of fittings that are practical.

2.3 FINISHES

A. Stainless Steel Finishes:

1. Finish: #4 Satin.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive new cable railing system. Notify Engineer if areas are not acceptable. Do not begin installation until unacceptable conditions have been corrected.

3.2 INSTALLATION

- A. Install cable railing system in accordance with manufacturer's instructions at locations indicated on the drawings.
- B. Install cable railing system plumb, level, square, and rigid.
- C. Anchor cable railing system to mounting surface as indicated on the drawings.
- D. Use manufacturer's supplied cable hardware.
- E. Terminate and tension cables in accordance with manufacturer's instructions.
- F. Tension cables to a minimum of 400 pounds (181.44 kilograms) each in sequence in accordance with manufacturer's instructions.
- G. Ensure cables are clean, parallel to each other, and without kinks or sags.
- H. Replace defective or damaged components as directed by Engineer and/or Owner.

3.3 ADJUSTING AND TENSIONING

- A. Adjust cables and cable hardware as required to provide properly installed cable railing system as directed by Engineer and/or Owner.

3.4 CLEANING

- A. Clean surfaces with soap and water or commercially available stainless steel cleaners.
- B. Do not use abrasive cleaners.

3.5 PROTECTION

- A. Protect cable railing system and finish from damage during construction.

END OF SECTION
DIVISION 6 — CARPENTRY

SECTION 06170: PARALLEL STRAND STRUCTURAL TIMBER

PART 1 –GENERAL

1.01 SUMMARY

- A. Section Includes: Parallel Strand (PSL) framing members.

1.02 REFERENCES

- A. ASTM D2559 Standard Specification for Adhesives for Structural Laminated Wood Products for Use Under Exterior (Wet Use) Exposure Conditions.
- B. ASTM D5456 Specification for Evaluation of Structural Composite Lumber Products.
- C. National Design Specification for Wood Construction (NDS).
- D. Materials shall comply with NES Report #NER-481 or CCMC Report #11161-R

1.03 SUBMITTALS

- A. Manufacturer's Product and Material Safety Data Sheets, for all specified products.
- B. Shop Drawings: Submit data showing product components, including finish.
- C. Wood Treatment Certificate signed by wood treatment agency certifying that treatment complies with specified requirements.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer experienced in PSL production, and capable of providing field service representation during construction.

1.05 DELIVERY, STORAGE & HANDLING

- A. Storage and Protection: Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer.

PART 2 –PRODUCTS

2.01 ENGINEERED PARALLEL STRAND STRUCTURAL UNITS

- A. Basis for Design: Trus Joist MacMillan Parallam PSL Heavy Timber.
- B. Douglas Fir, Larch or Hemlock, touch sanded, E = 2.0E6 psi, Fb = 2900 psi; sizes, shapes and profiles as indicated in Contract Documents.
- C. Grade Stamps: All Parallam PSL materials shall comply with NES Report No. NER-481 or CCMC Report No. 11161-R.
- D. Pressure-treat with ACQ or K-8™ preservative to a retention level to meet AWWA standards UC3A or UC3B, then kiln dry to an average moisture content of 15%.

2.02 MATERIALS

A. PSL shall be manufactured in a continuous process from wood fiber with all strands oriented to the length of the member and then fed into a press. All members are to be free of finger or scarf joints.

B. Adhesives shall be of waterproof type conforming to the requirements of ASTM D2559.

2.03 FABRICATION

A. PSL shall be manufactured in a plant listed in the above referenced reports under the supervision of an approved third-party inspection agency. It shall be manufactured in a continuous process with all grain parallel with the length of the members.

PART 3 –EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS

A. Compliance: Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions and product carton instructions for installation.

3.02 ERECTION AND INSTALLATION

A. Install per the Contract Documents and manufacturer's recommendations. Holes, cuts or notches not shown on the contract documents shall not be permitted.

B. Repair and field treat all cut, drilled and damaged surfaces per AWPA C2

3.03 CLEANING AND REPAIR

A. Repair or replace damaged installed products. Remove construction debris from project site and legally dispose of debris.

END OF SECTION 06170

Section 06172 COMPOSITE DECKING

PART 4 GENERAL

4.1 SECTION INCLUDES

- A. Composite decking.

4.2 RELATED SECTIONS

- A. Section 06171 – Parallel Strand Structural Timber

4.3 REFERENCES

- A. ASTM D-1413-99: Test Method for Wood Preservatives by Laboratory Soil-block Cultures, ASTM International.
- B. ASTM D-2565-99: Practice for Operating Xenon Arc-type Light-exposure Apparatus With or Without Water for Exposure of Plastics, ASTM International.
- C. ASTM D-2915-98: Practice for Evaluating Allowable Properties for Grades of Structural Lumber, ASTM International.
- D. ASTM D-2990-95: Test Method for Tensile, Compressive, and Flexural Creep and Creep-rupture of Plastics, ASTM International.
- E. ASTM D-3345-74 (1999): Test Method for Laboratory Evaluation of Wood and Other Cellulose Materials for Resistance to Termites, ASTM International.
- F. ASTM D-5456-99a: Specification for Evaluation of Structural Composite Lumber Products, ASTM International.
- G. ASTM D-6109-97: Standard Test Method for Flexural Properties of Un-reinforced and Reinforced Plastic Lumber, ASTM International.
- H. ASTM D-7031-04: Standard Guide for Evaluating Mechanical and Physical Properties of Wood-Plastic Composite Products, ASTM International.
- I. ASTM D-7032-04: Standard Specification for Establishing Performance Ratings for Wood-Plastic Composite Deck Boards and Guardrail systems (Guards or Handrails), ASTM International.
- J. ASTM E-4-99: Practices for Force Verification of Testing Machines, ASTM International.
- K. ASTM E-84-01: Test Method for Surface Burning Characteristics of Building Materials, ASTM International.
- L. ASTM E-330-97: Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference, ASTM International.
- M. ASTM F-1679: Standard Test Method for Using a Variable Incidence Tribometer (VIT).

4.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Structural Performance:
 - 1. Deck: Uniform Load: 85 lbf/sq. ft.
- B. Fire-Test-Response Characteristics per ASTM E-84:

4.5 SUBMITTALS

- A. Product Data: Indicate sizes, profiles, surface style, and performance characteristics.

- B. Samples: For each product specified, one sample, minimum size 4 inches long, representing actual product, color, and finish.

4.6 DELIVERY, STORAGE, AND HANDLING

- A. Storage and Handling:
 - 1. Never dump TimberTech materials when unloading.
 - 2. Store on a flat surface and cover with non-translucent material.
 - 3. When carrying TimberTech planks, carry on edge for better support.
 - 4. Refer to installation instructions for additional guidelines on each product.

4.7 WARRANTY

- A. Warranty: Limited Residential Warranty against rot, decay, splitting, checking, splintering, or termite damage for a period of 25 years beginning from date of purchase under normal conditions of use and exposure.

PART 5 PRODUCTS

5.1 MANUFACTURERS

- A. Contract Documents are based on products by: TimberTech Limited, 894 Prairie Avenue, Wilmington, Ohio 45177.
- B. Substitutions: Permitted only with Engineer's and Owner's approval. Substitutions must meet all criteria relating to load capacity, aesthetics, warranty and slip resistance.

5.2 ACCESSORIES

- A. Fasteners:
 - a. Screws: No. 8, 2-1/2 inch stainless steel or high quality coated composite deck screws.

PART 6 EXECUTION

6.1 EXAMINATION

- A. Install according to manufactures instructions.
- B. Cut, drill, and rout using carbide tipped blades.
- C. Pre-drill holes located closer than 1 1/2 inches from ends of plank.
- D. Cut ends square.

6.2 CLEANING

- A. Clean surfaces regularly with a composite wood/plastic cleaner such as Corte Clean (www.corteclean.com) .
- B. Power wash with a fan tipped nozzle in the direction of the grain of the planks with a maximum of 1500 psi.

END OF SECTION