



524 30 Road, Suite 3

Grand Junction, CO 81504

(970) 773-9741

www.hrwco.org

Invitation for Bid

Housing Resources of Western Colorado

Garden Village Parking Lot Improvements

Bids Due:

4:00 PM, August 19th, 2020

524 30 Road, Suite 3

Grand Junction, Colorado 81504

Procurement Representatives:

Scott Sorensen, Austin Civil Group, Inc., Project Engineer

scotts@austincivilgroup.com 970.242.7540

Rick Johnson, Maintenance Supervisor

rickj@hrwco.org 970.201.8806

Invitation for Bidders

Table of Contents

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Contractor's Bid Form

Attachments

Draft Housing Resources of Western Colorado Construction Contract
Bid Schedule
Project Special Conditions
Garden Village Parking Lot Improvements – Construction Plans

1. Instructions to Bidders

- 1.1. Purpose:** The project generally consists of improving an existing asphalt parking lot with new curb, gutter and sidewalk and new hot mix asphalt. In addition, new storm water infrastructure will be required to improve drainage.
- 1.2. Mandatory Pre-bid Meeting:** **Prospective Bidders are required to attend a briefing on August 11th, 2020 at 1:30 PM.** The meeting will be held at the project site, 2601 Belford Avenue. The purpose of the meeting is to inspect and clarify the contents of this Invitation for Bid (IFB).
- 1.3. The Owner:** The Owner is Housing Resources of Western Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. Delivery of Bids:** Contractor shall submit a copy of their Bid in a sealed envelope marked **Garden Village Parking Lot Improvements, and the Contractor's (Bidder's) name** clearly indicated on the envelope. The due date, time and address are listed on the front page of this IFB. Late bids will not be considered. Bids will be received and publicly acknowledged at the location, date and time stated. Contractors, their representatives and interested persons may be present. Bids shall be received and acknowledged only to avoid disclosure of process. Trade secrets and confidential information contained in the bid so identified by Contractor as such will be treated as confidential by Owner. **Items to be Completed & Provided in Sealed Bid Envelope:**
1. Contractor's Bid Form
 2. Bid Schedule
 3. Bid Bond
 4. Certificate of Liability Insurance
- 1.5. Printed Form for Price Bid:** All Price Bids must be made upon the Contractor's Bid Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the Contractor.
- 1.6. Exclusions:** No oral, telephone, email or facsimile Bid will be considered.
- 1.7. Contract Documents:** The complete IFB and Bidder's response compose the Contract Documents. Copies of these documents can be obtained by emailing *Scott Sorensen, Austin Civil Group, Inc;* scotts@austincivilgroup.com.
- 1.8. Examination of Specifications:** Contractors shall thoroughly examine and become familiar with the project Statement of Work. The failure or omission of any Contractor to receive or examine any form, addendum, or other document shall in no way relieve any Contractor from any obligation with respect to his Bid. The submission of a Bid shall be taken as evidence of compliance with this section.

- 1.9. **Questions Regarding Statement of Work:** Any information relative to interpretation of the Scope of Work or Specifications shall be requested of the Project Engineer, in writing, in ample time prior to the response time deadline.
- 1.10. **Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be emailed out to all Contractors listed on the Pre-Bid Meeting sign-up sheet. The Owner is not bound by any oral representations, clarifications, or changes made in the written Specifications by Owner, unless such clarification or change is provided in written addendum from an Owner Procurement Representative.
- 1.11. **Taxes:** The Bid price must be inclusive of all applicable taxes.
- 1.12. **Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Procurement Representative, agrees to an extension.
- 1.13. **Collusion Clause:** Each Bidder by submitting a Bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all Bids shall be rejected if there is evidence or reason for believing that collusion exists among Bidders. The Owner may, or may not, accept future Bids for the same services or commodities from participants in such collusion.
- 1.14. **Public Disclosure Record:** If the Bidder has knowledge of their employee(s) or subcontractors having an immediate family relationship with an Owner employee(s) or Housing Resources of Western Colorado Board Member, the Bidder must provide the Procurement Representatives with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

2. General Contract Conditions for Construction Projects

- 2.1. **The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Order, or Addendums.
- 2.2. **The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed in not less than triplicate by the Owner and Contractor. Owner will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are

complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other item necessary for the proper execution and completion of the Scope of Work as defined in the Technical Specifications and Drawings contained herein. All Drawings, Specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the Owner upon request at the completion of the Work.

- 2.4. The Owner:** The Owner is Housing Resources of Western Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representatives. The Owner shall, always, have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the Contract. The Owner will have authority to reject work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion of the work, or to require special inspection or testing of the work, to determine whether or not such work can then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and Sub-Contractor, or any of their agents or employees, or any other person performing any of the work.
- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representatives. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specifications and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specification, or Interpretations.
- 2.6. Sub-Contractors:** A Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term Sub-Contractor is referred to throughout the Contract Documents and means a Sub-Contractor or his authorized representatives.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Within ten (10) days after bids are received and prior to the award of the contract, the successful Contractor shall furnish to the Owner, in writing for acceptance, a list of the names of the Sub-Contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the Sub-Contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may,

prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award. After the award of the Work, the successful Contractor, within ten (10) days after receiving the award, is required to furnish to the Owner a complete Schedule of Values outlining the major portions of the Contract Sum and indicating the allocated costs of each.

- 2.8. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 2.9. Warranty:** The Contractor warrants and guarantees to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the Owner may take necessary action to make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work. After approval of final payment and prior to the expiration of the Warranty Period, if any work is found to be defective, the Contractor shall promptly, without the cost to the Owner and in accordance with the Owner's written instructions, either correct such Defective Work, or, if it has been rejected by the County, remove it from the site and replace it with non-Defective work. The Warranty Period is Twelve (12) Months after the date of Final Completion and Acceptance unless specified otherwise in the Project Special Conditions.
- 2.10. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work with the exception of those listed in the Project Special Conditions. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable to such action.

- 2.11. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.12. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.13. Cleanup:** The Contractor shall always keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work, he shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery and surplus materials.
- 2.14. Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Section because of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

\$1,000,000 each accident,

\$1,000,000 disease -policy limit, and

\$1,000,000 disease -each employee

(b) General Liability insurance with minimum combined single limits of:

\$1,000,000 each occurrence and

\$2,000,000 per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

\$1,000,000 each occurrence and

\$1,000,000 aggregate

This policy shall provide coverage to protect the contractor against liability incurred resulting from the professional services performed resulting from responding to this Solicitation.

With respect to each of Contractor's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (a), (b), and (c) above shall be endorsed to include Habitat for Humanity of Mesa County and Habitat for Humanity of Mesa County's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

- 2.15. Indemnification:** The Contractor shall defend, indemnify and hold harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.16. Miscellaneous Conditions:** *Material Availability:* Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the Bidder (Contractor) to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended timeframe. *OSHA Standards:* All Bidders (Contractors) agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards; the Owner may require the services to be redone at no additional expense to the Owner.
- 2.17. Contract Time:** The Contract Time is the duration allotted in the Contract Documents for completion of the work. The date of commencement of the work will be listed as listed in the Project Conditions unless the Owner and successful Bidder (Contractor) have established a reasonable project schedule based on weather conditions. This will be completed within ten (10) calendar days of the award. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.18. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.

- 2.19. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. A Schedule of Values, created by the Contractor, is required by the Owner. Payment for Work-in-Place will be available through the Application for Payment process.
- 2.20. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price. The Owner also reserves the right to make changes in the Work including the right to delete any bid item in its entirety or add additional bid items.
- 2.21. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the Owner; or a Bid Bond written by an approved corporate surety in favor of the Owner. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten (10) calendar days to enter into a contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the Owner as Liquidated Damages.
- 2.22. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contracts over \$250,000 require 100% Performance and Payment bonds. Owner's lender shall be listed as co-obligee on bonds. Instructions for completion of this requirement will be provided to the successful bidder shortly after award. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the Owner.
- 2.23. Failure to Enter into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten (10) Calendar Days from the issuance of the Notice of Award, the Owner

shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the Owner and the Successful Bidder of all claims arising from the Owner's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to re-advertise, or otherwise dispose of the Work as the Owner may determine best serves its interest.

- 2.24. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, exercise all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safely regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.25. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.26. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safely. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.27. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.28. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.29. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed.

The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.30. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.31. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.32. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.33. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.34. Conflict of Interest:** No Habitat for Humanity of Mesa County Board Member and/or Habitat for Humanity of Mesa County employee shall have interest in any contract resulting from this IFB.
- 2.35. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written Notice of Cancellation stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.36. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
 - 2.36.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2.36.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.36.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.37. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.38. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.39. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.40. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.41. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.42. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.43. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.44. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.45. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event, shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement.

Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.

- 2.46. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.47. Venue:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of Mesa County, Colorado.
- 2.48. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the Bidder (Contractor) and cannot be charged to the Owner.
- 2.49. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.50. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the Owner or Owner's Board of Directors from this fiscal year only. State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

3. Statement of Work

- 3.1. Project Description:** The project generally consists of improving an existing asphalt parking lot with new curb, gutter and sidewalk and new hot mix asphalt. In addition, new storm water infrastructure will be required to improve drainage.

3.2. IFB Tentative Bid Time Schedule:

EVENT	DATE & TIME
Invitation for Bids available	August 5, 2020
Prebid Meeting	August 11, 2020, 1:30 PM, Project Site
Inquiry deadline, no questions after this date	August 14, 2020
Bids Due	August 19, 2020, prior to 4:00 PM

4. Contractor's Bid Form

Bid Date: _____

Project: Garden Village Parking Lot Improvements

Bidding Company: _____

Name of Authorized Agent: _____

Email: _____

Telephone (office): _____ **Telephone (mobile):** _____

Address: _____

City _____ **State** _____ **Zip** _____

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty-day (30) period.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of the following Addenda to the Solicitation, Specifications, Drawings and other Contract Documents.

Addendum No.

The undersigned BIDDER proposes to sublet the following work:

1. Work Description:

Name of Proposed Sub-Contractor:

2. Work Description:

Name of Proposed Sub-Contractor:

3. Work Description:

Name of Proposed Sub-Contractor:

4. Work Description:

Name of Proposed Sub-Contractor:

The undersigned BIDDER acknowledges the right of the OWNER to reject any and all bids submitted and to waive informalities therein.

By submission of the BID each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

The submission of a BID will constitute an incontrovertible representation by the BIDDER that the is familiar with conditions of the site together with the work required.

BIDDER agrees to perform all work described in the Contract Documents for unit prices or lump sum as shown on the Bid Schedule. The BIDDER further agrees that no bid may either be changed or

withdrawn, without consent of the OWNER for a period of sixty (60) days after the scheduled time for opening the bids.

The undersigned BIDDER hereby agrees to be ready to execute the attached Agreement in conformity with this bid and also to have ready and furnish the required bond, executed by a Surety Company acceptable to the OWNER, and the insurance certificates at any time within ten (10) days from the date of a Notice of Award, mailed to the address hereinafter given.

The _____ a corporation of the State of _____, is hereby offered as Surety on said Bond. If such surety is not approved by the OWNER, another satisfactory surety company will be furnished.

Enclosed herewith is Bid Security as defined in the attached Instructions to Bidders in the amount of _____ which Bid Security the undersigned BIDDER agrees is to be paid to and become the property of the OWNER, as liquidated damages and not as a penalty, for the delay and extra work caused hereby, should the BIDDER prevent an award as defined in the Instructions to Bidders, or should the Contractor's Bid Form be accepted and contract awarded him and he fails to enter into Agreement in the form prescribed and to furnish the required bond and insurance certificates within ten (10) days as stipulated.

All participating bidders, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this IFB as stated or implied herein. **Print the words "No Exceptions" here** _____ if there are no exceptions taken to any of the terms, conditions, or specifications of these bid documents. If there are exceptions taken to any of these terms, conditions, or specifications of these bid documents, they must be clearly stated on a separate sheet of paper, attached to this bid sheet and returned with your bid. Should the OWNER omit anything from this IFB package, which is necessary for a clear understanding of the requirements, or should it appear that various instructions are in conflict, then the bidders shall secure instructions from the ENGINEER, at Austin Civil Group, Inc., 123 North 7th Street, Suite 300, Grand Junction, Colorado, phone (970) 242-7540 prior to the date and time of the Bid closing date indicated in the IFB.

Dated at _____ this _____ day of _____, 2020.

(time)

Signatures of Bidders:

If an individual: _____ doing business as

If a partnership: _____ by

_____ member of firm.

If a corporation: _____ by

Corporate Seal:

ATTEST:

Title:

Business Address of Bidder
