

INVITATION TO BID

PROJECT: 2017 City Hall & Library Security Improvements
PROJECT NUMBER: 301199-650084
OWNER: CITY OF LOUISVILLE, COLORADO

INTRODUCTION

The City of Louisville is inviting bids from qualified security contractors to install a physical access security system for the Louisville City Hall, 749 Main St, and Library, 951 Spruce St, Louisville, CO.

NOTICE IS HEREBY GIVEN, bids should be prepared and submitted using the attached Bid Form which addresses the needs outlined herein. **Bids will be accepted until 2:00 PM on April 27, 2017.** Late bids will not be accepted. Bids shall be submitted in a sealed envelope and labeled "2017 City Hall & Library Security Improvements, Do Not Open". Sealed bids shall be delivered to:

David Szabados
Facilities Manager
City of Louisville
749 Main Street
Louisville, CO 80027

OBJECTIVE

The objective of this Invitation to Bid is to select a qualified security contractor with demonstrated experience in Continental Access Systems hardware and software.

PROJECT NARRATIVE

Louisville's City Hall currently has a Hirsch system controlling four doors. This project will replace the Hirsch system with a Continental Access System that integrates with other City facilities.

The Louisville's Library currently has a Sargent Profile standalone security system on several doors. This project will replace the Sargent system with a Continental Access System that integrates with other City facilities.

Scope of work includes the following:

- Install Security components as per the drawings and specifications
- Installation activities will be scheduled to minimize disruption to the public and staff.
- Upgrade system software to CA4000, bid alternate #1.
- Training for Security Manager and other City staff

Specifications and bid forms are included in the bid package

BID SCHEDULE

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

Bid Submittal and Acceptance:

Mandatory Onsite Meeting	April 17, 2017 @ 10:00 am
Pre-qualification & Inquiry deadline	April 19, 2017 @ 4:00 pm
Response to pre-qualification & Inquiry	April 21, 2017 @ 4:00 pm
Bids Due	April 27, 2017 @ 2:00 pm

MANDATORY ONSITE MEETING

A mandatory pre-bid conference and job walk through with representatives of prospective contractors will be held at **10:00 a.m.**, at the Louisville City Hall, 749 Main St, Louisville, Colorado on **April 17, 2017**. Representatives of the City will be present to discuss the Project. Perspective Contractors are required to attend and present their questions relative to this Bid at a scheduled pre-bid conference.

PREQUALIFICATIONS OF CONTRACTOR

Contractors submitting bids for the **2017 City Hall & Library Security Improvements** should meet the following minimum qualifications. Evidence of qualifications must be submitted no later than **4:00 pm on April 19, 2017** to:

David Szabados
Facilities Manager
749 Main St
Louisville, CO 80027
Email address - daves@louisvilleco.gov
Phone: 303.335.4766

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

- Contracting company must have been in business as a Continental Access security system installer and service provider for a minimum of three (3) years
- Contractor must provide at least three references for installation and/or service for **Continental Access security systems** in Colorado that are equal to or greater in size and scope than this project
- Minimum Insurance Requirements: The Contractor must maintain general liability insurance equal to \$1,000,000 per occurrence and \$2,000,000 aggregate as outlined in the attached Agreement.

The City reserves the right to waive any and all informalities and qualification requirements and the right to reject any and all bids. Only bids from highly qualified contractors will be accepted. Bids from suppliers, vendors, manufacturers’ representatives or other entities will not be considered.

Prequalification statements will be accepted as per the Bid Schedule. All Contractors submitting a prequalification statement will be contacted and informed if their prequalification were approved and

if a bid by that contractor will be accepted as per the Bid schedule. Contractors are encouraged to submit their prequalification statements early. Prequalification statements that are submitted early may be reviewed and responded to prior to the above schedule.

INQUIRIES

Prospective submitters may make written inquiries by e-mail before the inquiry deadline concerning this Invitation to Bid. Inquiries will also be accepted at the onsite meeting. An addendum will be released to all known prospective bidders with any required clarifications or revisions to this request or the associated construction documents two days after the Inquiry Deadline. Prospective bidders are advised to contact Mr. Szabados prior to the inquiry deadline to ensure they are included in any addendum posting.

Inquires may be emailed to:

David Szabados
Facilities Manager
749 Main St
Louisville, CO 80027
Email address - daves@louisvilleco.gov
Phone: 303.335.4766

CONTRACT

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

BID SUBMITTAL REQUIREMENTS

Contractors must submit sealed written bids prior to **2:00 pm Mountain Time on April 27, 2017.**

Submittals must use the Bid forms attached. The following forms must be included:

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

Submit one (1) original and one (1) copy of the completed bids. To reduce waste, please submit all bids double sided and without binders.

In addition to the written submittal, the City reserves the right to request an interview with some or all of the bid submitters.

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

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

SELECTION CRITERIA

Bids will only be accepted for pre-qualified Contractors. As such, it is assumed that any of the Contractors pre-qualified to submit a bid are competent, capable of delivering a quality product on time and on budget, properly insured, and have strong references from similar projects.

The City reserves the right to select proposals that are the most advantageous to the City, even if it is not the least expensive proposal.

The City reserves the right to waive any and all informalities and qualification requirements and the right to reject any and all bids. Only bids from qualified contractors will be accepted. Bids from suppliers, vendors, manufacturers' representatives or other entities will not be considered

2017 City Hall & Library Security – Specifications

GENERAL

- Contractor's installing technician will have at least three (3) years' experience in the installation and repair of Continental Access Control Systems
- Owner currently has CA3000 (version 2.11.17) installed on a City server and has a number of devices already on the system.
- Alternate #1 - upgrade of CA3000 software to CA4000 for five (5) concurrent workstations
- Installation will include configuration of all components and the addition of a City Hall and Library partition
- Web client will be installed on at least two workstations.
- Installation will include two hours of administrative training and two hours of staff training
- Work will be performed in a way that secured exterior doors are secure or monitored at all times
- Where applicable, keyed components will be keyed to owner's keyway and biting (Sargent RE keyway). Adapter kits will be provided by Contractor as necessary as part of the base bid.
- Installation of low voltage equipment will not require a building permit. Installation of line voltage electrical will require a building permit (permit fees waived)
- Contractor will be responsible for running plenum rated cable as necessary. The entire library floor is elevated (underfloor air distribution system)
- Contractor will review each door for appropriate hardware and make suggestions if they feel there is a better solution during the inquiry period.
- Alternate #2 - pricing for installation and training for Continental Access Badging software
- Contractor will provide plugs, trim, handles, etc. to leave modified doors functional and aesthetically pleasing
- All cables will be labeled at both ends for identification

MATERIALS

- System will utilize Alarmlock and Continental Access hardware and software as specified.
- Non-specified components will require submittal to owner for approval
- Library Gateway #1 and PDL6500 at the west dock door (111A) are already installed and operational. They will need to be configured for the Continental Access system
- All contractor provided cable will be plenum rated
- City Hall installation may re-use existing cable, magnetic locks, push to exit buttons and door position sensors as appropriate. All other components will be new.
- Library installation may re-use existing cable and electric latch at the exterior meeting room door as appropriate.

CITY HALL AND LIBRARY DOOR/READER SCHEDULE

Reader#	Door/ Room	Description & Location	Current Hardware	New Access Hardware/Interface
LIBRARY		951 Spruce St		
Control Panel #1	122	Server Room	None	CICP1300 Super Two door panel (LICP1)
Alarm Lock Gateway #1	122	Server Room	AL-IMEPOEP Gateway (LIGW1)	Existing
Alarm Lock Gateway #2	212	Board room	None	AL-IMEPOEP Gateway (LIGW2)
L1	111A	West exterior dock entry	PDL6500 (LIGW1)	Existing (configure to CA system)
L2	126A	North exterior employee entry	Panic/exit w/Sargent Profile	Alarmlock exit ETPDL-1/S/26D/S88, (LIGW1)
L3	127A	West exterior Meeting room	Electric latch panic w/keypad	New HID reader/keypad, door contact (LICP1)
L4	122A	IT room	Mortise w/Sargent Profile	PDL6500 (LIGW1)
L5	127B	South Meeting room double doors	Panic w/vertical rods, x2	Mag lock for one door only, HID/keypad, REX motion sensor, push to exit, door contact, modify existing door hardware as necessary (LICP1)
L6	212B	South Board room	Mortise w/Sargent Profile	PDL6500 (LIGW2)
L7	212A	North Board room	Mortise w/Sargent Profile	PDL6500 (LIGW2)
L8	203	South Admin	Mortise w/Sargent Profile	PDL6500 (LIGW2)
L9	205	North Admin	Mortise w/Sargent Profile	PDL6500 (LIGW2)
CITY HALL		749 Main St		
Control Panel	129	IT Server		CICP2800 Accelaterm 8 door panel (CHCP1)
CH1	101A	East Main Entry	Mag locks, scramble pad reader	New HID reader/keypad, door contact, reuse existing components if in good working order (CHCP1)
CH2	105A	North Entry	Mag lock, scramble pad reader	New HID reader/keypad, door contact, reuse existing components if in good working order (CHCP1)
CH3	136A	South Entry	Mag lock, HID reader	New HID reader/keypad, door contact, reuse existing components if in good working order (CHCP1)
CH4	129	IT Server	Electric latch, HID	New HID reader/keypad, door contact,

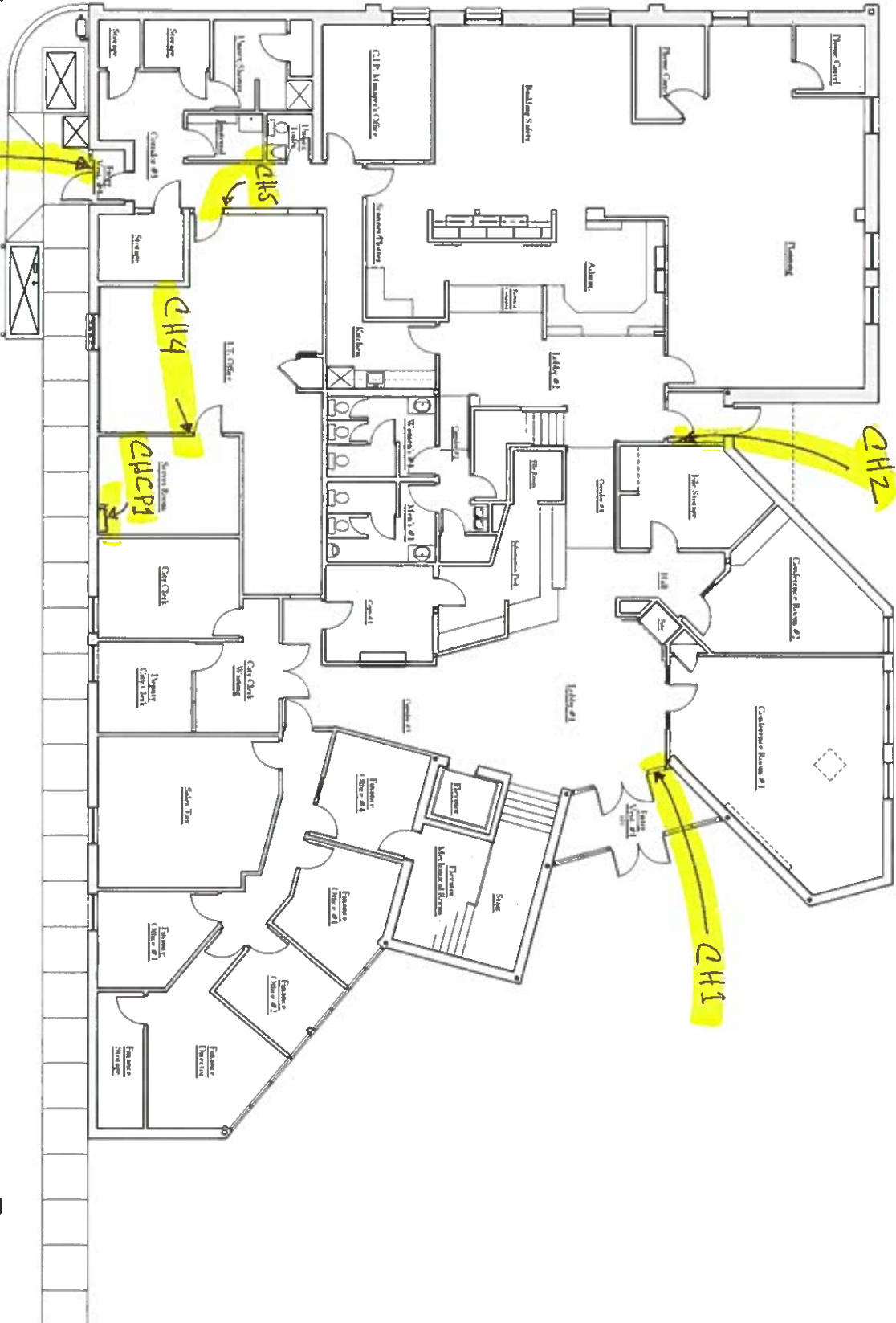
			reader	reuse existing components if in good working order (CHCP1)
CH5 alternate #3	130	IT Work Area	Manual cylindrical	New HID reader/keypad, door contact, electric strike (CHCP1)

ALTERNATES SUMMARY

#1 Upgrade system to CA4000 with new license for 5 concurrent workstations

#2 Installation and training for integrated badging software

#3 Install and configure CH5 with HID reader/keypad, electric latch and door contact



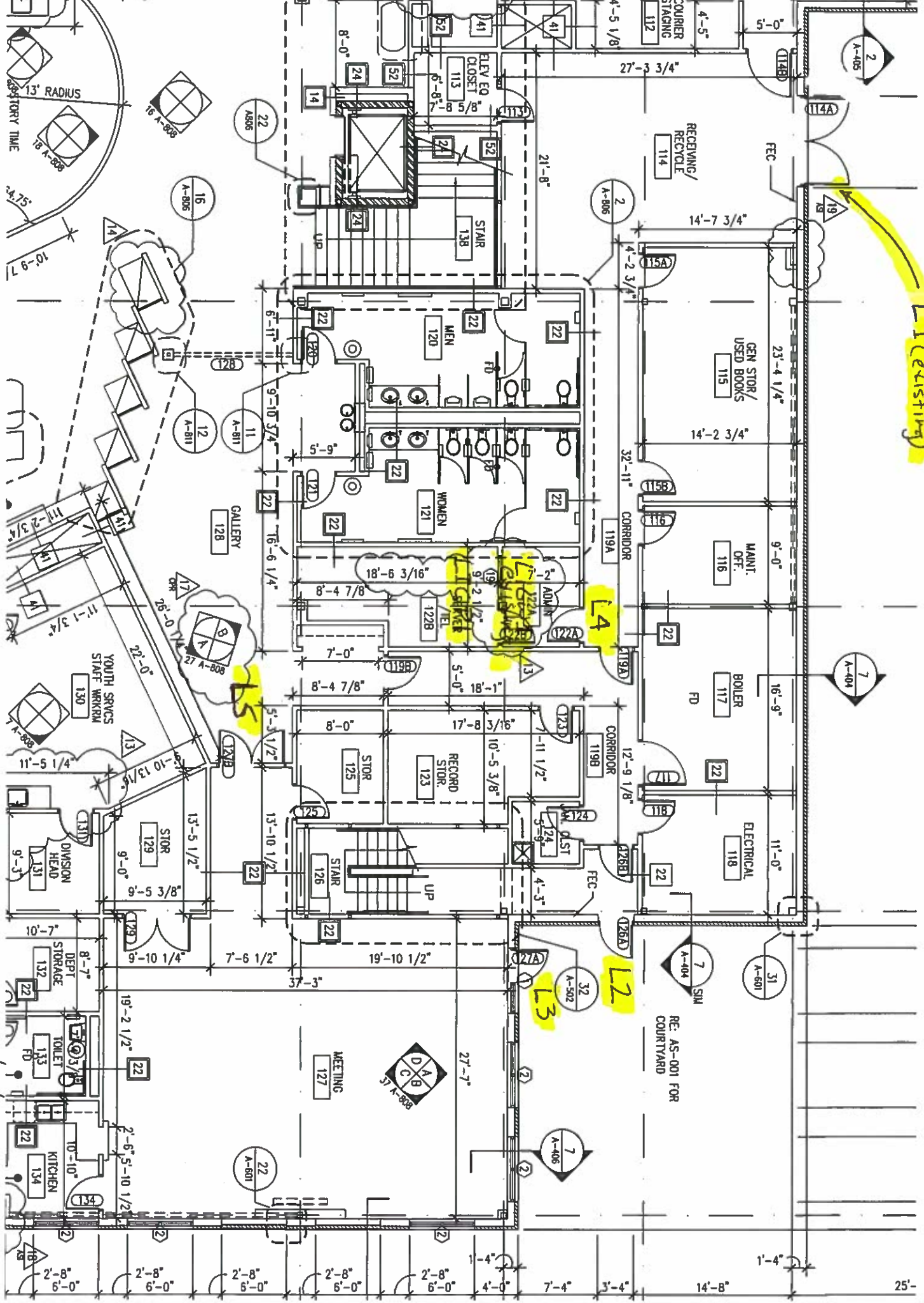
QH3

QH2

QH1

QH4

QH5



L1 (existing)

L4

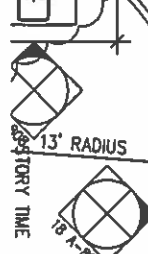
L2

L3

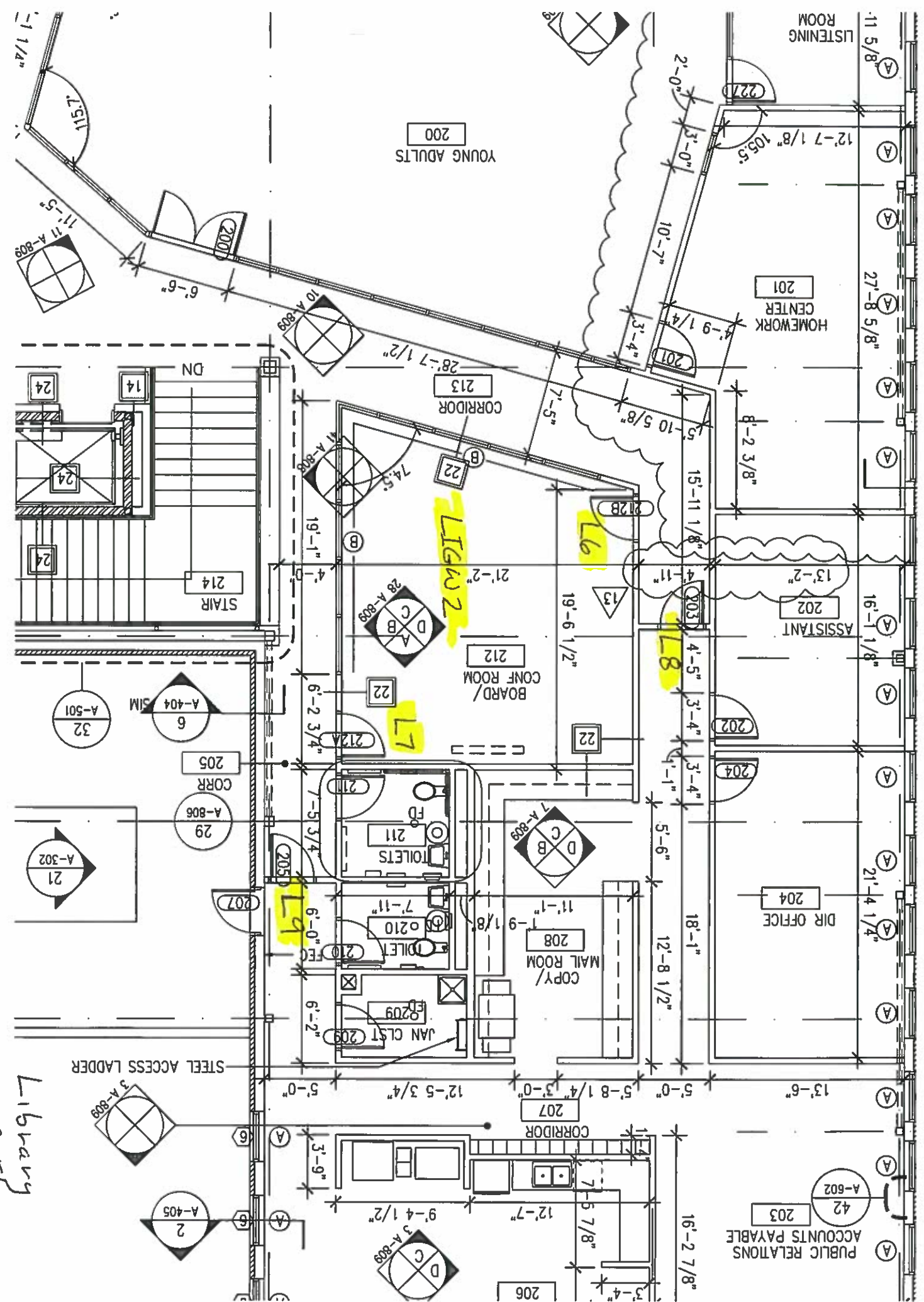
L5

Library
1st Floor

RE: AS-001 FOR
COURTYARD



Library
2nd Floor



200
YOUNG ADULTS

201
HOMWORK
CENTER

202
ASSISTANT

204
DIR OFFICE

42
A-602
203
PUBLIC RELATIONS
ACCOUNTS PAYABLE

206

CORRIDOR

207

208
MAIL ROOM
COPY/

212
BOARD/
CONF ROOM

L6

L7

L8

L9

LIGW2

222
CORRIDOR

213

214
STAIR

205
CORR

29
A-806

21
A-302

6
A-404

32
A-501

2
A-405

209
JAN CLST

210
TOILET

211
TOILETS

212
BOARD/
CONF ROOM

222
CORRIDOR

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STAIR

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BID FORM

PROJECT: 2017 City Hall & Library Security Improvements
PROJECT NUMBER: 301199-650084
OWNER: CITY OF LOUISVILLE, COLORADO

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

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

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

SCHEDULE OF UNIT PRICES
Exhibit B

PROJECT: 2017 City Hall & Library Security Improvements
PROJECT NUMBER: 301199-650084
OWNER: CITY OF LOUISVILLE, COLORADO

2017 City Hall & Library Security Improvements (Including all items specified in the Invitation to Bid and its attached specifications listed as base bid or alternate) The Base Bid Price plus alternates as allowed by the budget shall be used as the basis for award..

BASE BID

City Hall Security Improvements \$ _____

Library Security Improvements \$ _____

ALTERNATES

ALTERNATE #1 – upgrade to CA4000 \$ _____

ALTERNATE #2 – integrated badging software \$ _____

ALTERNATE #3 – install and configure CH5 \$ _____

Estimated start date _____

Estimated days to complete _____

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

5. BIDDER agrees that the Work;

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

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

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

(a) Certification of EEO Compliance

(b) A list of Subcontractors and other persons and organizations proposed to perform the Work are required to be identified on the Schedule of Subcontractors and submitted in this Bid;

(c) Anti-Collusion Affidavit; and

(d) Contractor's Pre-Contract Certification Regarding Employing Illegal Aliens.

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

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

SUBMITTED on _____, 20____.

If BIDDER is:

An Individual

By _____
(Individual's Name)

(SEAL)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____
(Firm Name)

(SEAL)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By _____
(Corporation Name)

(State of incorporation)

By _____
(Name of person authorized to sign)

(Title)

(CORPORATE SEAL)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

Date of Qualification to do business: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

Phone Number and Address for receipt of official communications

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

SCHEDULE OF SUBCONTRACTORS

PROJECT: 2017 City Hall & Library Security Improvements
PROJECT NUMBER: 301199-650084
OWNER: CITY OF LOUISVILLE, COLORADO

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

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

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

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

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

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

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

ANTI-COLLUSION AFFIDAVIT

PROJECT: 2017 City Hall & Library Security Improvements
PROJECT NUMBER: 301199-650084
OWNER: CITY OF LOUISVILLE, COLORADO

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

I further attest that:

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

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

CONTRACTOR'S FIRM OR COMPANY NAME	SECOND CONTRACTOR'S FIRM OR COMPANY NAME (IF JOINT VENTURE)
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

SWORN BEFORE ME THIS _____ DAY OF _____, 20____

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

CERTIFICATION OF EEO COMPLIANCE

PROJECT: 2017 City Hall & Library Security Improvements
PROJECT NUMBER: 301199-650084
OWNER: CITY OF LOUISVILLE, COLORADO

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

1. Yes No I have developed and have on file at each establishment an affirmative action program as required by 41 CFR Chapter 60, Part 60-2.

 2. Yes No I have participated in a previous contract/subcontract subject to the equal opportunity clause.

 3. Yes No I have filed with the Joint Reporting Committee, the Director, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.
-

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

CONTRACTOR
 BIDDER **PROPOSED SUBCONTRACTOR**

BY: _____

TITLE: _____

DATE: _____

Prohibition Against Employing Illegal Aliens

PROJECT: 2017 City Hall & Library Security Improvements
PROJECT NUMBER: 301199-650084
OWNER: CITY OF LOUISVILLE, COLORADO

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

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

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

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

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

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

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

PROJECT: 2017 City Hall & Library Security Improvements
PROJECT NUMBER: 301199-650084
OWNER: CITY OF LOUISVILLE, COLORADO

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

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

Dated this _____ day of _____, 20____.

Proposer: _____

By: _____

Title: _____

SAMPLE CONSTRUCTION CONTRACT

PROJECT: 2017 City Hall & Library Security Improvements
PROJECT NUMBER: 301199-650084
OWNER: CITY OF LOUISVILLE, COLORADO

This Agreement, is made and entered this _____ day of _____, 2017 by and between the City of Louisville (“City”), a Colorado municipal corporation and _____ *[insert Contractor’s legal name]* (“Contractor”).

THE PARTIES AGREE AS FOLLOWS:

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

2. Contract Documents. The Work shall be done in strict accordance with all scope of Work documents attached hereto as Exhibit A and with the following additional documents: **2016 Wastewater Improvements Drawings, Finish Schedule and Specifications.** All of such documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein.

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

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

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

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

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

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

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

b. The Contractor shall finally complete all Work in a manner acceptable to the City, and in compliance with this Agreement, **within 90 days after the Notice to Proceed is issued.** Prompt completion of the Work is essential to the City, and time is of the essence in all respects regarding this Agreement and the Work. Payment for the Work shall only be made after the Work has been finally completed and accepted by the City.

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

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

9. Observation of All Laws. It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify

the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

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

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

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

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

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

- (1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.
- (2) Comprehensive General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests' provision.
- (3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of CONTRACTOR's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests' provision.
- (4) The CONTRACTOR shall provide and maintain builder's risk insurance upon the entire project equal to one hundred percent (100%) of the insurable value thereof. Such insurance shall cover any and all physical damage including, without limitation, damage caused by fire, vandalism, malicious mischief, blasting, excessive surface runoff or storm water, high winds and other occurrences covered in a standard extended coverage endorsement. The

policy shall remain in effect until the Work is accepted as substantially complete.

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

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

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

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

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

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

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

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

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

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

19. Governing Law. This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree

to the jurisdiction and venue of the courts of Boulder County in connection with any dispute arising out of or in any matter connected with this Agreement.

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

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

21. Independent Contractor.

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

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

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

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

**CONTRACTOR'S
PREQUALIFICATION
STATEMENT**

(Please use additional sheets as necessary)



749 Main Street - Louisville, CO 80027 · (303) 335-4768 · Fax (303) 335-4758

www.louisvilleco.gov

2017 City Hall & Library Security Improvements

APPLICANT: _____

ADDRESS: _____

_____ **FAX:** _____

CONTACT PERSON: _____ **PHONE:** _____

1. Do you wish to be qualified as a prime contractor, a sub-contractor or both? _____

2. Please check appropriate organizational structure:

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Other | <input type="checkbox"/> Sole Proprietorship |

3. If a corporation, answer the following:

- a. Date of incorporation: _____
- b. State of incorporation: _____
- c. List Board of Directors and Titles: _____

4. If a sole proprietorship or partnership, answer the following:

- a. Date of Organization: _____
- b. Name and address of all partners: _____

c. If partnership (state whether general or limited): _____

5. How many years has your organization been in business as a Contractor? _____

6. How many years has your organization been in business under its present business name? _____

7. Under what other, or former, names has your organization operated? _____

8. If other than a corporation, sole proprietorship, or partnership describe organization and name principals: _____

9. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List dates on which partnership or trade name was filed: _____

10. List the type of work normally performed by your work forces: _____

11. Have you ever failed to complete any work awarded to you? If so, note when, where, and why: _____

12. Has any officer or partner of your organization ever failed to complete a construction contract handled in their own name? If so, state name of individual, name of owner and reason therefor:

13. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, state name of individual, other organization and reason therefor:

14. Has your organization ever been assessed liquidated damages? If so, state reasons therefor: _____

15. Please list name, address, contact person and phone number of government agencies with which you have performed work within the last 5 years:

16. Please list bank references: _____

17. In what other similar businesses do you have a financial interest? _____

18. Name of Bonding Company(ies) and name(s) and address(es) of agent(s) for the last five years:

-
- a. Maximum bonding capacity \$ _____
- b. Please list all demands placed on the bid bond or performance bond of the firm during the preceding five-year period. Details should include date, project, dollar amount and an explanation of circumstances.
- _____
- _____

19. Has the Applicant or any of its officers or employees, its subsidiary companies and officers thereof, or any of Applicant's affiliates or officers thereof, been convicted of bid related crimes or violations within the past five years in any jurisdiction? State the current status of any such officer, subsidiary or affiliate.

20. Is the Applicant organization or any of its principals, personnel, divisions or affiliates presently or in the past been debarred or suspended from entering into contracts with any federal, state or local governmental entity? Include a description of the reasons for such action having been taken, the effective dates thereof and the governmental agency so acting. _____

21. During the past five years, was the applicant, or is the applicant at this time, a party to any court or administrative proceedings where: (1) the violation of any local, state, or federal statute, ordinance, rule or regulation by the applicant was alleged; or (2) the applicant's bid was involved; or (3) the applicant's performance of any public or private construction work was involved and the amount in controversy exceeded \$25,000. _____

If any such proceedings are identified, please provide the following information for each such proceeding:

PLEASE NOTE: The submission of litigation information in other forms, such as letters from attorneys to company auditors and regulatory agency filing statements, **WILL NOT** satisfy this disclosure requirement, and may substantially delay the processing of the application for prequalification.

1. Date action was commenced.
2. Name of court, administrative or arbitration forum.
3. Names of parties.
4. Docket number
5. Subject matter.
6. Outcome and/or current status.

22. Please attach the following items:
For items a) and b) it is essential that the information be complete and accurate, since this information will be used for reference checks.

- a. A complete list of commercial security projects your organization has in process, giving the name of the project, owner, contact information (phone and email) for the owner's representative,

engineer/designer, contract amount, type of system, square footage of building, percentage complete, and scheduled completion date.

- b. A complete list of Continental Access Security projects undertaken by your firm during the past three (3) years. Indicate whether your company was the general contractor or a sub-contractor. Other details should include: the name of the project, owner, contact information (phone and email) for the owner's representative, engineer/designer, and the number of access points
- c. Resumes of the key individuals of your organization who are trained and experienced in the installation and servicing of Continental Access Systems.

The undersigned swears that the foregoing statements and attachments which includes _____ pages, are true and correct and includes all material information necessary to identify and explain the operations of

(Name of Organization)

as well as the ownership thereof. It is recognized and acknowledged that statements herein are being given under oath and any material misrepresentation will be grounds for terminating any contract and/or prequalifications and for initiating action under Federal or State laws concerning false statements. Further, it may cause the said firm from participating in future contracts with the City of Louisville.

Signature of Owner, Officer, President, Chief Executive Officer

Title Date

COUNTY OF _____

STATE OF _____

Subscribed and sworn to before me this _____ day of _____, 20____.

SIGNED _____
(Notary Public) (Address of Notary)

My Commission Expires: _____

Please return completed form and attachments to:

City of Louisville
Public Works - Facilities
749 Main Street
Louisville, CO 80027