

**PUBLIC NOTICE**  
**ANNUAL MAINTENANCE CONTRACTS**  
**INVITATION TO BID**

The Estes Park Housing Authority is seeking contractors to provide specific service contracts for all of its owned and managed properties in Estes Park, Colorado.

Services being solicited:

- Exhibit 1 Snow Removal Services
- Exhibit 2 Plumbing Repairs
- Exhibit 3 Electrical Repair
- Exhibit 4 Housekeeping
- Exhibit 5 Lawn Care Services
- Exhibit 6 HVAC Maintenance
- Exhibit 7 Interior Painting
- Exhibit 8 General Maintenance

The CLOSING DATE for all Bids to be returned to the Estes Park Housing Authority shall be **5:00PM (MST) Friday, July 29, 2022**. Bids will NOT be open to the public.

A bid packet and interested Exhibit(s) may be picked up at the Estes Park Housing Authority office, 363 East Elkhorn Avenue, Suite 101, Estes Park CO 80517. Bids may also be requested to be mailed to a provided email or physical address by contacting our main office at (970) 591 2535 or [EPHA@Estes.org](mailto:EPHA@Estes.org).

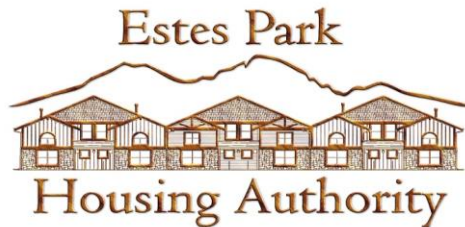
Bids must be submitted on EPHA bidding documents.

Estes Park Housing Authority reserves the right to reject any and all bids and to waive any improprieties. More information concerning this bid may be received by contacting:

Naomi Hawf  
Estes Park Housing Authority  
363 East Elkhorn Ave, Suite 101  
PO BOX 1200  
Estes Park CO 80517  
970 591 2534  
[nhawf@estes.org](mailto:nhawf@estes.org)

or

Wendy Fisher  
Estes Park Housing Authority  
363 East Elkhorn Ave, Suite 101  
PO BOX 1200  
Estes Park CO 80517  
970 591 2535  
[wfisher@estes.org](mailto:wfisher@estes.org)



### **INSTRUCTIONS TO BIDDERS**

ALL CONTRACTORS SUBMITTING A RESPONSE TO THIS INVITATION TO BID MUST HAVE COMPLETED THE FORMS CONTAINED IN THIS INVITATION TO BID. FORMS SUBMITTED WHICH ARE NOT IN THE FORMAT OF THIS INVITATION TO BID MAY BE REJECTED WITHOUT CONSIDERATION.

ALL BIDS MUST BE RECEIVED BY **5:00 PM, Friday, July 29, 2022** at THE OFFICES OF THE ESTES PARK HOUSING AUTHORITY (EPHA). BIDS RECEIVED WILL NOT BE PUBLICLY OPENED.

#### **A. BIDDING INSTRUCTIONS**

1. The term "Successful Bidder" means the lowest, qualified, responsive, responsible Bidder to whom Estes Park Housing Authority (EPHA) on the basis of EPHA'S evaluation as hereinafter provided makes an award. The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, the Bid Form, and the Summary of the Work to be Completed (including all Addenda issued during bid process).
2. Complete sets of Bidding Documents shall be used in preparing Bids; The EPHA does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
3. Each Bid must contain evidence of Bidder's qualifications to do business in the State of Colorado. At Bid time, the Bidder shall provide the following information to the EPHA for consideration:
  - a. The address and description of the Bidder's place of business.
  - b. The number of years engaged in the contracting business under the present firm name, and the name of the State where incorporated.
  - c. The Bidder's performance record giving the description, location, and telephone numbers of similar projects completed in a satisfactory manner by the Bidder.
  - d. Any additional information that will assist the EPHA in determining whether the Bidder is adequately prepared to fulfill the Bid.
4. Before submitting a Bid, each Bidder should (a) examine all Bidding information thoroughly, (b) visit the sites to familiarize him/herself with the property, if necessary, to determine if any conditions will affect cost, progress or performance of the Work, (c) familiarize him/herself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the cost, progress or performance of the Work, and (d) study and carefully coordinate Bidder's observations with the Bid Documents.

Before submitting a Bid, each Bidder shall, at own expense, make such investigations and tests as the Bidder may deem necessary to determine Bid for performance of the work in accordance with the time, price, and other terms and conditions of the Contract Documents.

On request, EPHA will provide each Bidder reasonable access to the site to conduct such investigations and tests necessary for submission of Bid. All Bidders are responsible for measurements and calculations of materials.

The land upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by Bidder in performing the Work are the managed properties of EPHA. Bidder shall be held responsible for any damages resulting there from.

5. All questions about the meaning or intent of the Bid Documents shall be submitted to EPHA in writing.

## **B. BID FORMS**

1. The Bid Forms attached shall be the required format. EPHA may reject any other format submitted. Bidder shall state amount to be added to or deducted from Base Bid. If alternate price does not involve a change in price, Bidder shall indicate by writing the words, "No Change".
2. Only Bids which are made out on the Bid Forms attached will be considered. AN EXHIBIT A, SCOPE OF WORK TO BE PERFORMED, WITH PRICING AND BID INFORMATION MUST BE FILLED OUT AND RETURNED WITH BID.
3. The Bidder, when signing the Bid, shall meet the following requirements:
  - a. The full name, telephone number, fax number, email address and business address of each Bidder must be entered on the Bid submitted. The Bid shall be signed in the space provided by the person or persons properly authorized to sign it. All names must be typed or printed below the signature.
  - b. A Bid submitted by an individual shall be signed by the Bidder or an authorized agent.
  - c. A Bid submitted by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
  - d. A Bid submitted by a corporation must be executed in the corporate name by the president, or corporate officer and the corporate seal must be affixed and attested. Such corporation must be licensed to do business in the State of Colorado before a Contract can be signed.
  - e. It is the responsibility of the Bidder to submit a neat, accurate and complete Bid.

## **C. MODIFICATION OR WITHDRAWAL OF BID**

1. Bids may be modified or withdrawn by written notice to EPHA. Such notice shall be in writing via mail, fax or email.
2. A withdrawn Bid may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

## **D. RIGHT TO ACCEPT OR REJECT BIDS**

1. In evaluating Bids, the EPHA shall consider the (1) response to Invitation to Bid in a professional and informative manner (2) experience and qualifications of Bidders (3) references, (4) site visits, if necessary, (5) price, and (6) qualifications of workers.
2. The EPHA may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the Work.

3. The EPHA reserves the right to reject any and all bids.
4. The Contract shall be awarded by the EPHA as defined in the Invitation to Bid.
5. Award of Contract will be made to the Bidder who best meets the requirements of the EPHA as outlined in this document. All final selections will be subject to the approval of the Estes Park Housing Authority.

#### **E. INSURANCE REQUIREMENTS**

1. When the successful Bidder delivers the executed Contract to the EPHA, it shall be accompanied by evidence of both Worker's Compensation Insurance Coverage and General Liability Insurance Coverage.
  - a. Worker's Compensation Insurance Coverage shall be as prescribed by Colorado State Statute;
  - b. General Liability Insurance Coverage shall be \$1,000,000 for injuries, accidental death, or property damages for each individual and occurrence.
  - c. Automobile Insurance Liability Coverage for any vehicles used at the Work site and registered to the CONTRACTOR, the CONTRACTOR'S sub-contractors, or any of their employees shall be a minimum of \$300,000/\$500,000.
2. CONTRACTOR shall provide OWNER with General Liability Certificates of Insurance naming the Estes Park Housing Authority and the Property Owner (if different) as both Certificate Holders and Additional Insured.

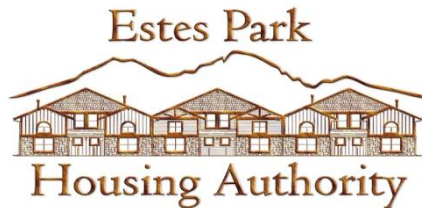
#### **F. SIGNING OF CONTRACT**

The EPHA will give Notice of Award to the successful Bidders. Final Contracts will be provided to approved Contractor for signature.

#### **G. FEDERAL & STATE COMPLIANCE REQUIREMENTS**

Bidder acknowledges the Work to be performed pursuant to this Agreement is funded in whole or part by funds secured through the assistance of federal and/or state agencies. Therefore, Bidder agrees to comply with all of the terms and conditions required of those agencies concerning the Work including, but not necessarily limited to:

1. Copeland Act 29 CFR Part 3 prohibiting the "kickback" of wages or benefits earned by employees.
2. Lead Based Paint Poisoning Prevention Act Title IV prohibiting the use of lead-based paint in residential structures.
3. Executive Order 11246, As Amended, prohibiting discrimination from employment based on race, color, religion, national origin or sex.
4. Age Discrimination Act of 1975, As Amended, providing that no person shall be discriminated against from employment based on age.
5. HUD 24 CFR Part 135, As Amended, providing employment preferences to low-and very low- income families, women's businesses, minority-owned businesses, area small businesses, and labor surplus area businesses.
6. Genetic Non-discrimination Act 2008, As Amended, prohibiting employment discrimination based on genetic information.



**ATTACHMENT 'A'**  
**SIX (6) PROPERTY LOCATIONS**  
**(1 of 2 pages)**

**Talons Pointe**                      Redtail Hawk Drive, Estes Park, CO  
 Approximately 5-acres              98 Parking Spaces total (11 Handicap Spaces)  
 Individual Hot Water Heater and Furnace      Full Size Washer and Dryer in each unit  
 44 units and 1 office/clubhouse                      2 & 3 Bedroom  
 1715, 1720, 1722, 1724, 1726, 1728, 1730, 1731, 1733, 1735, 1737, 1739, 1741, 1743, 1745, 1750,  
 1752, 1754, 1756, 1758, 1760, 1801, 1803, 1805, 1807, 1809, 1811, 1813, 1815, 1855, 1857, 1859,  
 1861, 1863, 1865, 1867, 1869, 1885, 1887, 1889, 1891, 1893, 1895, 1897, 1899

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**Cleave Street Apartments**      157 Cleave Street, Estes Park, CO  
 Approximately >1-acre              No parking provided – an alley is available for maintenance parking  
 One Boiler System for all units                      2 each coin operated Washer and Dryer in building  
 10 units    7x 1 Bdrms; 1x studio; 1x Bdrm + Den; 1x 2 Bdrm  
 Units 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6, Unit 7, Unit 8, Unit 9, Unit 10

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**The Pines Apartments**              1155 South Saint Vrain Avenue, Estes Park, CO  
 Approximately >5-acres              60 Parking Spaces total (5 Handicap Spaces)  
 Individual Hot Water Heater and Furnace      1 each coin operated Washer and Dryer per building  
 25 units and 1 office/clubhouse                      1 Bedrooms  
 Building A: Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6, Unit 7, Unit 8  
 Building B: Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6, Unit 7, Unit 8  
 Building C: Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6, Unit 7, Unit 8  
 Building 3: Unit 1 (this unit has a stackable washer and dryer in the unit)

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**Falcon Ridge**                              Soaring Circle, Estes Park, CO  
 Approximately 5-acres              118 Parking Spaces total (7 Handicap Spaces)  
 Individual On Demand Hot Water System      Full Size Washer and Dryer in each unit  
 48 units and 1 office/clubhouse                      1, 2 & 3 Bedroom  
 1601, 1603, 1605, 1607 1609, 1611, 1615, 1617, 1619, 1621, 1623, 1625, 1629 (office/clubhouse),  
 1633, 1635, 1637, 1639, 1641, 1643, 1647, 1649, 1651, 1653, 1655, 1657, 1661, 1663, 1665, 1667,  
 1669, 1671, 1675, 1677, 1679, 1681, 1683, 1685, 1689, 1691, 1693, 1695, 1697, 1699, 1703, 1705,  
 1707, 1709, 1711, 1713

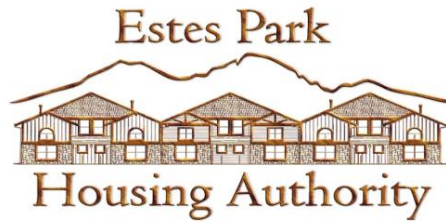
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**ATTACHMENT 'A'**  
**SIX (6) PROPERTY LOCATIONS**  
**(2 of 2 pages)**

**Peak View Apartments**      1551 & 1553 South Saint Vrain Avenue, Estes Park, CO  
Approximately >2-acre      52 Parking Spaces total (3 Handicap Spaces)  
Individual On Demand Hot Water System      Full Size Washer and Dryer in each unit  
26 units      1, 2 & 3 Bedroom      1 exterior gas grill  
Building 1551 (North): 101, 102, 103, 104, 105, 201, 202, 203, 204, 205, 301, 302, 303  
Building 1553 (South): 101, 102, 103, 104, 105, 201, 202, 203, 204, 205, 301, 302, 303

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**Lone Tree Village**      1310 Manford Avenue, Estes Park, CO  
Approximately 5-acres      109 Parking Spaces total (5 Handicap Spaces)  
Individual Hot Water Heater and Furnace      Full Size Washer and Dryer in each unit  
57 units and 1 office      1, 2 & 3 Bedrooms  
Building A: Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6  
Building B: Unit 1, Unit 2, Unit 3, Unit 4  
Building C: Unit 1, Unit 2, Unit 3, Unit 4  
Building D: Unit 1, Unit 2, Unit 3, Unit 4  
Building E: Unit 1, Unit 2, Unit 3, Unit 4, Unit 5 is the office  
Building F: Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6  
Building G: Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6  
Building H: Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6  
Building J: Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6  
Building K: Unit 1, Unit 2, Unit 3, Unit 4  
Building M: Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6



**NON-COLLUSIVE AFFIDAVIT**

**THIS COMPLETED PAGE MUST BE RETURNED WITH PROPOSAL**

State of Colorado

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says:

That (s)he is the party making the foregoing bid, that such proposal or bid is genuine and not collusive; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price, or that any other bidder or to secure any advantage against the Estes Park Housing Authority and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Bidder's Signature (Owner or Corporate Officer) Required

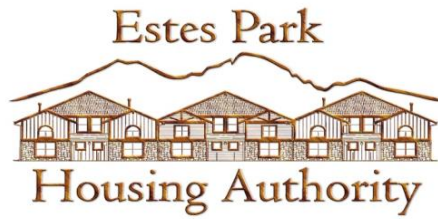
\_\_\_\_\_  
Date

**NOTARY:**

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

My Commission Expires: \_\_\_\_\_

Signature \_\_\_\_\_ (SEAL)



**STATEMENT OF BIDDER'S QUALIFICATIONS**

**THIS COMPLETED STATEMENT MUST BE RETURNED WITH PROPOSAL**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Attach additional pages if needed.

**CONTACT INFORMATION**

1. Firm Name \_\_\_\_\_
2. Address \_\_\_\_\_
3. City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
4. Business Phone \_\_\_\_\_ Business Fax \_\_\_\_\_
5. Contact Person \_\_\_\_\_
6. Title \_\_\_\_\_
7. Direct Phone Number \_\_\_\_\_ Cell Number \_\_\_\_\_
8. Email Address \_\_\_\_\_

**CORPORATE INFORMATION**

1. Company Name \_\_\_\_\_
2. Address \_\_\_\_\_
3. City/State/Zip \_\_\_\_\_
4. Phone ( \_\_\_\_\_ ) \_\_\_\_\_
5. Date of Formation \_\_\_\_\_
6. State of Incorporation \_\_\_\_\_
7. Number of Employees \_\_\_\_\_
8. Contractor License (s): List License Number & Jurisdiction:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**REFERENCES:**

Financial

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Professional

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

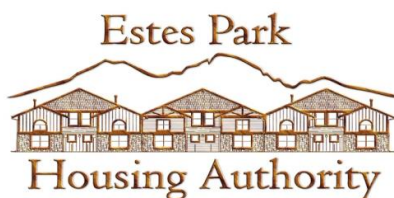
City/State/Zip \_\_\_\_\_

**EXPERIENCE**

List contracts/major jobs completed in last THREE years: (May attach separate sheet)

<u>Name of Project</u>	<u>Contract Amount</u>	<u>No. of Units</u>	<u>Completion Date</u>
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



SAMPLE

**SAMPLE CONTRACT**

***SMALL SERVICE, REHABILITATION, OR CONSTRUCTION AGREEMENT***

*(This Agreement shall be utilized for any service, rehabilitation, or construction project when funding sources contain no additional restrictions or requirements.)*

Date of Agreement:

“OWNER” Name & Address & Contact Person:

“CONTRACTOR” Name & Address & Contact Person:

Total Contract Price:

Proposed Start Date:

Estimated Completion Date:

Location Work or Project Name & Address:

Brief Description of Service or Project:

**AGREEMENT**

**WHEREAS**, the OWNER requires the services of a contractor to perform the Work described herein, and

**WHEREAS**, the OWNER has chosen the CONTRACTOR identified above to execute the Work described in the Scope of Work and to provide the material identified in the attached Material Specifications, and

**WHEREAS**, the CONTRACTOR agrees to execute all of the Work and to provide all labor, material, tools, equipment, and supervision necessary to complete the Work as described and in accordance with the bid proposal, plans and/or specifications, and conditions specified for the “total contract price” identified, and

**WHEREAS**, the CONTRACTOR agrees to adhere to the Policies and Procedures of the Estes Park Housing Authority as well as any and all applicable federal, state, and local regulations, statutes, and/or building codes,

**THEREFORE, BE IT RESOLVED** this Agreement is being made between the OWNER and CONTRACTOR based on the following terms and conditions:

**CONTRACTOR HEREBY AGREES:**

1. He will perform the work diligently, consistent with normal industry standards and in a good workmanship manner, using only approved materials and methods in order to accomplish said Scope of Work;
2. He shall be responsible for obtaining all necessary permits for Work to be performed, and the Work being done or any part thereof shall not be deemed complete until the Work has been accepted as satisfactory by OWNER, and the applicable code enforcement entities. He represents that he has visited the site and familiarized him/herself with the conditions under which the Work is to be performed;
3. He shall procure those materials in connection to the Work that contain the highest percentage of recovered materials practical as designated in the Environmental Protection Agency guidelines at 40 CFR Part 247;
4. He shall reduce or minimize all excess scrap materials and shall dispose of all excess material and scraps in a manner consistent with the Environmental Protection Agency guidelines at 40 CFR Part 247;
5. He shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L.94-163);
6. He will take whatever steps are necessary for the protection of adjacent property, residents, and the general public while executing the Work activity and to notify OWNER of any hazardous conditions and shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees at Work. At the completion of Work, he shall remove all rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his Work "broom clean" or its equivalent;
7. He will not assign or sublet this contract to any persons or firms without the written consent of OWNER;
8. He will notify the OWNER if he intends to utilize any sub-contractors to execute all or a part of the Work and will provide the OWNER with the names and address of all sub-contractors prior to commencing Work activity;
9. He shall indemnify, and hold harmless and defend OWNER, the Town of Estes Park, and the State of Colorado, their agents, servants, or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of any action pursuant to this Agreement;
10. He shall provide a warranty for all Work performed for a period of one year from the date he receives final payment. All warranty Work shall cover any defects in workmanship, equipment, material, and any installed "design/build" features. He shall furnish OWNER with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this Agreement;
11. He shall, until three years after final payment under this Agreement, maintain any pertinent books, documents, papers, or other records involving transactions related to this Work for the purposes of making audit, examination, excerpts, and transcriptions. He shall make those documents available to the OWNER and the OWNER'S representative. He shall comply and shall notify all subcontractors of the need to comply with all federal and state laws as more particularly described hereafter under Section "Federal and State Compliance Requirements".

**OWNER HEREBY AGREES:**

1. To permit CONTRACTOR access to OWNER owned or managed facilities related to the work to be performed;
2. To cooperate with the CONTRACTOR to facilitate the performance of the Work and will not knowingly hinder the CONTRACTOR in the performance of his Work;
3. To not permit or make any change or additions to the Scope of Work, plans or specifications without the written approval of the CONTRACTOR;
4. To maintain general property insurance and general liability insurance on the work site to the full insurable value and as allowed by law during the Work period.
5. To purchase and maintain Property Insurance upon the work site to the full insurable value thereof.

**TERMINATION OF AGREEMENT**

This Agreement may be terminated by the OWNER in whole, or from time to time in part, for the convenience of the OWNER or failure of the CONTRACTOR to fulfill the contract obligations either resulting from cause or default. The OWNER shall terminate by notifying CONTRACTOR in person, telephonically, electronically, or by regular mail. Upon receipt of this notice, CONTRACTOR shall immediately discontinue all Work activity, remove all employees, sub-contractors, and personal items from the Work site, and shall deliver to OWNER all information, reports, papers, and other materials related to the Work.

If termination is for the convenience of the OWNER, the CONTRACTOR shall be paid for all Work completed to date of termination and for any materials or supplies already on the Work site as of the date of termination.

If termination is due to the failure of the CONTRACTOR to fulfill the contract obligations either resulting from cause or default, OWNER shall take over the Work and prosecute the same to completion and CONTRACTOR shall be obligated for any additional costs incurred by the OWNER. OWNER shall have the right to withhold any payments due CONTRACTOR on date of termination, except OWNER shall pay CONTRACTOR for any reasonable costs incurred by CONTRACTOR before the effective date of the termination.

**COMPENSATION**

OWNER agrees to pay CONTRACTOR for Work described herein up to the maximum amount identified as the "Total Contract Price". If "Total Contract Price" is below \$5,000 in value, CONTRACTOR will be paid within twenty (20) working days following the date of Work completion, final acceptance by OWNER and the receipt of the CONTRACTOR'S invoice.

If the "Total Contract Price" exceeds \$5,000, CONTRACTOR shall be paid based on the amount of Work actually completed, and any materials or supplies installed or consumed during the previous thirty (30) day period. Application for payment shall be submitted to OWNER on the 1<sup>st</sup> business day of each month and OWNER shall pay CONTRACTOR within twenty (20) working days following receipt of the CONTRACTOR'S application for payment.

If any other payment terms have been negotiated between the OWNER and the CONTRACTOR, payment shall be made based on those terms providing a definition and payment schedule are attached as part of this Agreement.

For renovation or construction projects, OWNER shall have the right to withhold a maximum amount of ten percent (10%) of the total application for payment amount on each application submitted until final payment is made to CONTRACTOR.

**FINAL PAYMENT**

Final payment for Work performed as part of this Agreement shall be made to CONTRACTOR when all of the following conditions have been met:

1. All Work identified in the Scope of Work has been completed; and
2. The OWNER, and/or OWNER’S design consultants, have inspected all Work and found it to be satisfactory; and
3. CONTRACTOR has delivered to OWNER a final lien waiver from his sub-contractors, and his material suppliers stating they have been paid in full for all labor, services, or materials utilized to perform the Work; and
4. CONTRACTOR has delivered to OWNER a final lien waiver removing OWNER from any liabilities or claims which may arise from any parties who may have an interest in the project; and
5. CONTRACTOR, if applicable, has delivered to OWNER a final inspection certification from any governmental agency having jurisdiction over the Work; and
6. CONTRACTOR has delivered to OWNER a complete list of all sub-contractors and material suppliers who have furnished labor, services, or materials to execute the Work.

**CHANGES TO AGREEMENT**

Changes to the Scope of Work, Total Contract Price, Agreement Terms, and/or Contract Time may be made by either party to this Agreement whenever one party notifies that other party that such a change may be required. Changes which result in an adjustment to the “Total Contract Price” shall first be prepared by the CONTRACTOR and submitted to the OWNER for approval. No changes shall be executed by either party without the expressed written consent of both parties. CONTRACTOR shall be responsible to document any changes and prepare the appropriate information to support the change.

**INSURANCE**

CONTRACTOR, and any sub-contractors, shall deliver to OWNER evidence of both Worker’s Compensation Insurance Coverages and General Liability Insurance Coverages prior to the commencement of any Work activity equal to, or greater than, those dollar amounts as identified below:

1. Worker’s Compensation Insurance Coverages shall be as prescribed by Colorado State Statue;
2. General Liability Insurance Coverages shall be \$1,000,000 for injuries, accidental death, or property damages for each individual and occurrence.
3. Automobile Insurance Liability Coverages for any vehicles used at the Work site and registered to the CONTRACTOR, the CONTRACTOR’S sub-contractors, or any of their employees shall be a minimum of \$300,000/\$500,000.

CONTRACTOR shall provide OWNER with Certificates of Insurance naming the Estes Park Housing Authority, and the Property Owner as both Certificate Holders and Additional Insureds.

**Disputes**

OWNER and CONTRACTOR agree to attempt to settle all disputes arising from the Work in as informal manner as possible. Either party having a dispute with the other party should attempt to resolve their dispute. If no resolution can be found between the parties, then they shall agree the

Executive Director of the Estes Park Housing Authority shall be engaged to settle the dispute. The Executive Director shall render a decision and his decision shall be final.

Either party, not in agreement with the decision of the Executive Director, must first choose arbitration as a means to settle any disputes. The arbitration process shall be as defined by the American Arbitration Association.

### **Illegal Aliens**

The CONTRACTOR certifies that he shall comply with the provisions of CRS 8-17.5-101, et seq. stating that he shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement. The CONTRACTOR represents, warrants, and agrees that he has verified that he does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and the Department of Homeland Security; or that he will otherwise comply with the requirements of CRS 8-17.5-102(2)(b)(I).

The CONTRACTOR shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the CONTRACTOR fails to comply with any requirement of this provision or CRS 8-17.5-101, et seq., the Estes Park Housing Authority may terminate this Agreement for breach, and the CONTRACTOR shall be liable for actual and consequential damages to the Estes Park Housing Authority and/or the Property Owner.

If the CONTRACTOR obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the CONTRACTOR shall:

1. Notify the subcontractor and the Estes Park Housing Authority within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor

### **Federal and State Compliance Requirements**

CONTRACTOR acknowledges the Work to be performed pursuant to this Agreement is funded in whole or part by funds secured through the assistance of federal and/or state agencies. Therefore, CONTRACTOR agrees to comply with all of the terms and conditions required of those agencies concerning the Work including, but not necessarily limited to:

1. **Copeland Act 29 CFR Part 3** prohibiting the “kickback” of wages or benefits earned by employees.
2. **Lead Based Paint Poisoning Prevention Act Title IV** prohibiting the use of lead-based paint in residential structures.
3. **Executive Order 11246, As Amended**, prohibiting discrimination from employment based on race, color, religion, national origin or sex.
4. **Age Discrimination Act of 1975, As Amended**, providing that no person shall be discriminated against from employment based on age.
5. **HUD 24 CFR Part 135, As Amended**, providing employment preferences to low-and very low- income families, women’s businesses, minority-owned businesses, area small businesses, and labor surplus area businesses.
6. **Genetic Non-discrimination Act 2008, As Amended**, prohibiting employment discrimination based on genetic information.

**Non-Collusive Affidavit**

By signing this Agreement, Contractor swears that he has not colluded, conspired, connived or agreed, directly or indirectly, with any other person, firm, corporation, or entity to put in a sham bid or to refrain from withholding any pricing or bid information, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any other person, firm, corporation, or entity to fix the bid price, or to secure any advantage against the Estes Park Housing Authority or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

**Default Provisions**

Should the Contractor default under the terms of this Agreement, Contractor agrees to pay the reasonable attorneys' fees, arbitration costs, and expert witness costs incurred by the Owner in enforcing its rights under this Agreement.

**Entire Agreement**

This document, and its attachments, represent the entire Agreement between the parties and supersedes any previous Agreements or Contracts. Any other agreement, contract, or communication, written or verbal, not contained within this document shall not be valid on either party. This Agreement shall be governed by the laws of the State of Colorado.

**EXECUTED AT ESTES PARK COLORADO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_;**

**BY: \_\_\_\_\_, OWNER**

**BY: \_\_\_\_\_, CONTRACTOR**