

**REQUEST FOR PROPOSALS
CENTENNIAL PARK PRE-FABRICATED CONCRETE FLUSH RESTROOM FACILITY
BID # 49-17**

**SECTION 1
- PROCUREMENT OBJECTIVE -**

1. Introduction

The City of Canon City Parks Department (“City”) is seeking sealed proposals for the design, manufacture, delivery and setting of a pre-manufactured concrete flush restroom facility for Centennial Park located at 221 Griffin Avenue in Canon City, Colorado. The intent of this Request for Proposal (“RFP”) is to have the architectural/construction firms (“Bidder/Offeror”) under consideration to specifically address the services required, price proposal and provide a well-considered plan of execution for those services.

2. Project Manager

Rex Brady Project Manager, will administer the contract after award. He can be reached at rbrady@canoncity.org or (719)-269-9028

3. Proposal Submittal

One (1) original and one (1) copy of the Technical Proposal and one (1) original and one (1) copy of the Price Proposal shall be submitted or hand delivered to the City of Cañon City, at the office of the Finance Director, P.O. Box 1460, 128 Main Street, Cañon City, Colorado 81215-1460, until **11:00 AM, Tuesday June 6, 2017** at which time the bids will be publicly opened and read aloud. Technical and Price Proposals must be submitted in sealed envelopes showing the RFP number, vendor’s name and address, and proposal due date on the outside. Proposals submitted after that time and date will be returned unopened.

4. Contract Period

The contract shall be effective from the date of issuance of the Notice of Award and shall remain in full force and effect through final project completion. Delivery date will be determined at the time the contract is signed.

5. Proposal Acceptance

Proposals must remain valid for a minimum of ninety (90) days following the proposal due date. This period may be extended by mutual written agreement between the Offeror and the City. Once a proposal is accepted, all prices, terms and conditions shall remain unchanged throughout the contract period unless specifically agreed upon by both the City and the Contractor in writing.

6. Bid Bond

Each proposal must be accompanied by a **Bid Bond** payable to the City of Cañon City for five percent (5%) of the total amount of the Bid. As soon as the Bid prices have been compared, the City will return the Bonds of all except the three lowest responsible Bidders. When the Contract is executed, the Bond of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check payable to the City of Cañon City may be used in lieu of a Bid Bond.

-End of Section 1 -

SECTION 2 - GENERAL INFORMATION -

1. Authority

This Request for Proposal (“RFP”) provides to those companies interested in submitting a bid for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit a responsive bid proposal to the City of Cañon City the legal entity and governing authority that will award any resulting contract.

2. Proposal Due Date

Proposals must be received by the Finance Department no later than 11:00 am. local time on Tuesday, June 6, 2017. Mail proposals to the office of the Finance Director, P.O. Box 1460, Cañon City, Colorado 81215-1460. Hand deliver proposals to 128 Main Street in Canon City, Colorado. Requests for extensions will not be granted.

3. Selection Process and Construction Schedule

The time line for submission, evaluation and award of the RFP contract is as follows:

- a. Issue RFP – May 22, 2017
- b. Deadline for Substitution Requests/Bidder Questions – May, 31, 2017 by 3:30 pm
- c. Proposal Submittal Due – June 6, 2017 before 11:00 am
- d. Proposal Evaluation by Selection Committee – June 7, 2017
- e. Council Approval – June 19, 2017
- f. Notice of Contract Award – June 20, 2017

4. Questions and Inquiries

All communications regarding this solicitation are to be made solely through the Project Manager Rex Brady rbrady@canoncity.org or 719-269-9028

5. Addenda

All changes to the RFP documents will be made through issuance of addenda that will be emailed to all project bidders. All information contained within the addenda will become part of the contract.

6. Contract

All RFP Documents including the attached Exhibit “A”, Special Contract Provisions, any addenda, Technical Proposal, Price Proposal and resulting purchase orders will constitute the form of the contract.

7. Acceptance of Terms and Conditions

By submitting a response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in the RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this RFP become the property of the City.

8. Proposal Withdrawal

No proposal can be withdrawn after it is filed unless the Offeror makes a written request to the Finance Director prior to the time set for the opening of proposals, or unless the City fails to award or issue a notice of intent to award the contract within ninety (90) days after the date fixed for receiving proposals.

9. Proposal Acceptance; Discussions

It is the intent of the City to award this project in full to one (1) contractor. The City reserves the right to accept or reject any and all proposals, in whole or in part, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified Offerors in any manner necessary to service the best interests of the City. The City also reserves the right, at its sole discretion, to award a contract based upon the written proposals received without further discussions or negotiations. "Best and final" offers should be submitted.

10. Cancellation of the RFP; Rejection of All Proposals

The City reserves the right to cancel the solicitation for proposals prior to the proposal due date, or, after the due date, reject any or all proposals, without explanation and for any reason, and/or issue a post bid addendum to ask for revised pricing from all participating and qualified bidders. Proposal(s) may be rejected for one or more of the following reasons:

- Failure of the bidder(s) to provide the requested information.
- Failure of the bidder(s) to respond to any question, request for information, clarification, presentation, or interview.
- Failure of the bidder(s) to follow the prescribed instructions for proposal preparation, submission, and response format.
- Collusion among or between firms.
- Lack of responsibility on the part of the bidder, as determined by the Purchasing Agent.
- Evidence submitted by, or investigation of, bidder fails to satisfy the City that bidder is sufficiently experienced and qualified to carry out the obligations of the contract contemplated herein.

11. Qualifications

The City may make such investigations as deemed necessary to determine the ability of the bidder to furnish the products and services requested herein. The bidder shall furnish to the City any data and information requested to assist the City in determining the bidder's ability and qualifications to perform under this bid. The City may reject a bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is sufficiently qualified to carry out the obligations of the contract.

12. Offeror Investigations

Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by City that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligations to comply in every detail with all the provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Offeror.

13. Laws and Regulations

It shall be understood and agreed that any and all articles and/or equipment furnished or contract awarded in response to this Request for Proposals shall comply fully with all Local, State and Federal laws and regulations.

14. Liquidated Damages

Should the Work not be performed on or before the times stated in the resulting contract there will be deducted from the contract value the sum of five hundred dollars (\$500.00) per consecutive calendar day, as Liquidated Damages, but not as a penalty, for each day's delay after expiration of such period, and until final completion of the Work and its acceptance by the Owner.

15. Billing Procedure

Invoices will be paid within thirty (30) days of receipt of confirmation by the Project Manager that work has been satisfactorily completed. Partial payments or progress payments will not be considered under this contract.

16. Protection of Work and Property

The contractor shall at all times safely guard its work, adjacent property, and the City's property from damage, injury, or loss in connection with this contract. The contractor shall replace or make good any such damage, loss, or injury at his/her own expense, and at current replacement cost unless such be caused directly by errors contained in the contract or by the City.

-End Section 2-

-SECTION 3-

SPECIFICATIONS / SCOPE OF SERVICES -PREFABRICATED, MODULAR FLUSH RESTROOM FACILITY.

Overview

The restroom facility shall consist of five water closets, three sinks and two forced air hand dryers and shall meet all current ADA standards on the Women's side.

The Men's side shall consist of four water closets, two urinals, two sinks and two forced air hand dryers and shall meet all current ADA standards. The restroom facility's exterior shall consist of a simulated ribbed metal roof, board and batt with simulated stone wainscoting exterior wall texture. Colors and stone textures to be determined.

Preapproved Manufacturers

CXT, Incorporated
Spokane Industrial Park
3808 North Sullivan Road, Building 7
Spokane, WA 99216
Phone: 800-696-5766

All other manufactures shall meet or exceed the following specifications showing their buildings are equal to or better than CXT's Santiago KM-3 flush restroom building.

SPECIFICATIONS

ASTM C33	Concrete Aggregates
ASTM C39	Method of Test for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C143	Method of Test for Slump of Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM A185	Standard Specification for Steel Welded Wire Reinforcement, Plain, or Concrete
ASTM C192	Method of Making and Curing Test Specimens in the Laboratory
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C309	Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C979	Standard Specification for Pigments for Integrally Colored Concrete
ACI 211.1	Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
ACI 306	Cold Weather Concreting
ACI 318	Building Code Requirements Structural Concrete and Commentary (includes Errata)
PCI MNL 116	Quality Control for Plants and Production of Precast

3.0 MANUFACTURER CRITERIA

The manufacturer supplying the requested precast concrete flush facility must meet the following:

- A.** Manufacturer must be ISO 9001 certified at the time of bid.
- B.** Manufacturing plant must be PCI certified at the time of bid.
- C.** Manufacturer must not have defaulted on any contract within the last five years.
- D.** Manufacturer must provide stamped, engineered drawings prior to acceptance.
- E.** Manufacturer must show four examples of precast concrete flush facilities produced, installed and in use as an example of their ability to perform this contract.
- F.** Manufacture shall provide at minimum a 20 year warranty.

4.0 DESIGN CRITERIA

The restroom facility shall be designed to individually meet the following criteria. Calculations and Engineer's stamped drawings must be available, for standard or custom buildings, upon request by the City and are for their sole and specific use only. The design criteria are to ensure that the restroom facility not only will withstand the forces of nature listed below but to provide protection from vandalism and other unforeseen hazards.

A. Snow Load

1. The restroom shall withstand a snow load of 250 pound per square foot snow load.

B. Floor Load

1. The restroom shall be designed to withstand 400 pounds per square foot floor load.

C. Wind Load

1. The restroom shall be designed to withstand the effects of 150 mile per hour (3-second gust) wind exposure C

D Earthquake

1. The restroom will withstand the effects of a seismic group 1 design category E earthquake.

E. Additional Design Standards

1. The restroom shall be designed to meet the requirements of the sixty-inch turning radius inside toilet room specified by the American with Disabilities Act Requirements and Uniform Federal Accessibility Standards as of the date of these specifications.
2. The restroom shall be an all concrete design with a minimum 7/12 roof pitch.
3. The restroom shall have a minimum 4 inch wall, 4 ½ inch roof, and 5 inch floor thickness.

4. All wall to floor interior surface seams shall have a minimum 1" radius coving made of high strength grout.

5.0 MATERIALS

A. Concrete - General

The concrete mix design will be designed to ACI 211.1 to produce concrete of good workability.

1. Concrete will contain a minimum of 675 pounds of cementitious material per yard. Cement will be a low alkali type I/II or III conforming to ASTM C-150

2. Coarse aggregates used in the concrete mix design will conform to ASTM C33 with the designated size of coarse aggregate #67.

3. Minimum water/cement ratio will not exceed .45.

4. Air-entraining admixtures will conform to ASTM C260. Water reducing admixtures will conform to ASTM C494, Type A.

5. If Self Compacting Concrete (SCC) is used, it must conform to ASTM C1611

B. Colored Concrete

1. Color additives will conform to ASTM C979. A

12"x12"x1" color sample will be available for customer approval.

2. The following will contain colored concrete:

a. Toilet building roof panels

b. Building walls

c. Screen panels

3. The same brand and type of color additive will be used throughout the manufacturing process.

4. All ingredients will be weighed and the mixing operation will be adequate to ensure uniform dispersion of the color.

C. Cold Weather Concrete

1. Cold weather concrete placement will be in accordance with ACI 306.

2. Concrete will not be placed if ambient temperature is expected to be below 35 degrees F. during the curing period unless heat is readily available to maintain the surface temperature of the concrete at least 45 degrees F.

3. Materials containing frost or lumps of frozen materials will not be used.

D. Hot Weather Concrete

The temperature of the concrete will not exceed 95 degrees F. at the time of placement. When the ambient reaches 90 degrees F. the concrete will be protected with moist covering.

E. Concrete Reinforcement

1. All reinforcing steel will conform to ASTM A615. All welded wire fabric will conform to ASTM A185.

2. All reinforcement will be new, free of dirt, oil, paint, grease, loose mill scale and loose or thick rust when placed.

3. Details not shown of drawings or specified will be to ACI318.

4. Steel reinforcement will be centered in the cross-sectional area of the walls and will have at least 1 1/4" of cover on the under surface of the floor.

5. The maximum allowable variation for center-center spacing of reinforcing steel will be 1/2".

6. Full lengths of reinforcing steel will be used when possible. When splices are necessary on long runs, splices will be alternated from opposite sides of the components for adjacent steel bars. Lap bars #4 or smaller a minimum of 12". Lap bars larger than #4 a minimum of 24 bar diameters.

7. Reinforcing bars will be bent cold. No bars partially embedded in concrete will be field bent unless approved by the customer.

F. Sealers and Curing Compounds.

1. Curing compounds, if used, will be colorless, complying with ASTM C309, type I or 1-D.
2. Weatherproofing sealer for exterior of building will be a clear water repellent penetrating sealer.

G. Caulking, Grout, Adhesive and Sealer

1. Caulking service temperatures from -40 to +194 degrees Fahrenheit.
2. Interior and exterior joints will be caulked with a paintable polyurethane sealant.
3. Grout will be a non-shrink type and will be painted to match the color of surrounding concrete as nearly as possible.
4. Cement base coating is formulated with a very fine aggregate system and contains a built in bonding agent.

H. Paint

1. All paints and materials will conform to all Federal specifications or be similar "top-of-the-line-components". Paints will not contain more than .06 percent by weight of lead.
2. Type of paints for toilets
 - a. Inside concrete surfaces
 - I Interior floors will be a chemical resistant urethane. The color will be gray.
 - II Interior walls and ceilings will be a modified acrylic, water repellent penetrating stain. The color will be white followed by a clear acrylic anti-graffiti sealer.
 - b. Metal surfaces both inside and out I DTM ALKYD
 - c. Exterior concrete surfaces
 - I Exterior slab will be clear sealer
 - II Exterior walls and roof will be a water repellent penetrating stain in the same color as the walls or roof followed by a clear acrylic anti-graffiti sealer

I. Grab bars

Grab bars will be 18 gauge, type 304 stainless steel with 1-1/2" clearance. Grab bars will each be able to withstand 300 pound top loading.

J. Toilet Paper Dispenser

Dispenser will be constructed of 1/4" thick, type 304 stainless steel. Dispenser will be capable of holding three (3) standard rolls of toilet paper. Toilet paper holder fastening system will be able to withstand 300 pound top loading.

K. Steel Doors

1. Doors will be flush panel type 1-3/4" thick, minimum 16 gauge Galvanized steel, top painted with DTM ALKYD.
2. Door frames will be knockdown or welded type, single rabbet, minimum 16 gauge prime coated steel top painted with DTM ALKYD, width to suit wall thickness. Three (3) rubber door silencers will be provided on latch side of frame.

L. Door Hinges

Door hinges will be 3 per door with dull chrome plating 4-1/2"x4-1/2", adjustable tension, automatic-closing for each door.

M. Lockset

1. Lockset will meet ANSI A156.2 Series 4000, Grade 1 cylindrical lockset for exterior door.
2. Lever handle both inside and out
3. Either handle operates latch unless outside handle is locked by inside push-button.
4. Push-button will automatically release when inside lever handle is turned or door is closed.
5. Emergency slot on exterior so door can be unlocked from the outside with a coin, screwdriver and etc.
6. Inside lever always active.
7. U.S. 26D finish.

N. Dead Bolt

Deadbolt will be a Lori Lock standard model with a double cylinder, 2 3/4" backset, and US26D finish. The cylinder will be a standard 1 1/8" Schlage Mortise cylinder with compression ring and 626 finish.

O. Door Stop

Doorstop will be a dome style stop meeting ANSI 156.16.

P. Double Coat Hook

Coat hook will be 304 stainless steel 16 gauge (1.5mm), formed construction with a satin finish and have 3/16"x 7/8" nail in anchor. Upper hook will extend at least 2-1/2" inches from the wall. Lower hook will extend at least 1-1/4" from the wall.

Q. Door Sweep

Door sweep will be provided at the bottom of door and will be an adjustable brush type.

R. Wall Vent

Wall vent will be crank operated allowing the unit to be opened or closed. Crank will be removable. Vent cover will be 14 gauge 304 stainless steel painted with DTM and anchored into the concrete wall with high strength anti-rust tap con fasteners. Vent to come with insect screen. Cover to be recessed a minimum 3/4" on exterior walls with a 45 degree bevel. Interior to be flush mounted. Wall vent will not protrude from the wall.

S. Signs

1. Signs to have raised pictograms, letters and Braille to meet ADA
2. All signs inset a minimum of 3/4" into wall with 45 degree bevel.
3. All signs to be anchored into concrete with 1/4" x 3/4" concrete anchor nails.

T. Windows

1. Window frames will be constructed from steel.
2. Window glazing will be 3/16" thick translucent pebble finished mar-resistant Lexan.
3. Windows to have 3/4" recess with 45 degree bevel.
4. Window frames to have vandal resistant fasteners.

U. Plumbing

1. All fixtures to meet ANSI A112.19.2
2. Waste and vent material will be ABS or PVC plastic and will be plumbed to meet Uniform Building Codes.
3. Water material will be copper tubing Type L, hard drawn. Valves will be provided at the inlet end of the water line. All water lines will be of a size to provide proper flushing action based on a nominal water pressure of 40 psi.
4. All plumbing will be concealed in the service area.
5. Toilets will be constructed of stainless steel, wall hung, with siphon jet action. Toilet will have a back spud for a concealed flush valve connection and will be mounted with the top of the seat 18 inches above the finished floor. Seat will be heavy duty solid plastic with an open front. Toilets will be designed to accommodate the 1.6 gpf flush valve.
6. Flush valve will be concealed closet flush-o-meter constructed of rough brass. Furnish valve with integral vacuum breaker and wall mounted sensor flush activation. Valve will be of a water saver type with a flow of 1.6 gallons per flush. Toilet flush valves shall have a push button flush override feature.
6. Urinals shall be constructed of stainless steel, wall hung, wash down models with a back spud for a concealed flush valve connection. Toilets will be designed to accommodate the 1.6 gpf flush valve. Urinals will be designed to accommodate the 1.6 gpf flush valve with sensor flush activation.
7. Lavatory will be stainless steel with back splashguard, front overflow opening, equipped with brass trap and drainpipe without stopper. Sink will be 20 inches wide x 18 inches front to back x 5 ¾ inches deep with ADA trap cover.
8. Water valve will be self-closing water set with indexed push button.
9. Hose bib shall be available in the chase area.
10. A main shut-off valve and drain will be provided with plumbing.
11. Hammer arrester to be installed on water line.
12. Trap primer distribution unit shall be installed.
13. 30 gallon electric hot water heater.
14. Dual height ADA accessible drinking fountain mounted on the exterior of building.

V. Partitions/Screens

1. Stall partition walls, doors and screens to be solid HDPE, floor and wall braced. Color to be determined.

W. Electrical

1. All components UL listed
2. All electrical wiring will be in conduit, surface mounted in the service area and concealed in the user compartments. All wire will be copper.
3. A 200-amp NEMA 3R breaker panel will be provided and must be mounted on the exterior of the building to meet electrical code.
4. The chase area will have, cast in both common walls, lexan windows to allow light into each toilet room with Two (2) 4-foot 3 bulb wall mounted low temperature ballast light fixture.
5. 2 exterior LED light fixtures shall be polycarbonate vandal resistant.
6. The hand dryers shall be surface mount warm air compression type suitable for high traffic areas. Dryers shall have one piece stainless steel covers with vandal resistant mounting hardware. Dryers shall be sensor activated and shall have multi voltage adaptability.
7. One GFI outlet located next to the sink.
8. Two restroom area exhaust fans HVI certified, with 270 CFM speed controlled (control in chase area)
9. LED lighting on the exterior of building will be photocell activated;

10. LED lighting on the interior shall be equipped with occupancy sensors and override switch in chase/utility room. Lighting shall be sufficient to provide a brightly lit user area.

11. Building shall be equipped with junction boxes and conduit to accept electric heaters in all areas of the building so the facility may be used during the winter months. Conduit must be concealed in user areas.

-End Section 3-

-Section 4-

6.0 MANUFACTURE

A. Mixing and Delivery of Concrete

Mixing and delivery of concrete will be in accordance with ASTM C94, section 10.6 through 10.9 with the following additions:

1. Aggregate and water will be adjusted to compensate for differences in the saturated surface-dry condition.

B. Placing and Consolidating Concrete

1. Concrete will be consolidated by the use of mechanical vibrators.

2. Vibration will be sufficient to accomplish compaction but not to the point that segregation occurs.

C. Finishing Concrete

1. Interior floor and exterior slabs will be floated and troweled.

2. All exterior building walls and exterior screen walls will be any one of the available textures and shall include a simulated stone wainscoting on the lower 4 feet of the building.

3. All exterior surfaces of the roof panels will be cast to simulate any one of the available textures. The underside of the overhang will have a smooth finish.

D. Cracks and Patching

1. Cracks in concrete components which are judged to affect the structural integrity of the building will be rejected.

2. Small holes, depressions and air voids will be patched with a suitable material. The patch will match the finish and texture of the surrounding surface.

3. Patching will not be allowed on defective areas if the structural integrity of the building is affected.

E. Curing and Hardening Concrete

1. Concrete surfaces will not be allowed to dry out from exposure to hot, dry weather during initial curing period.

7.0 FINISHING AND FABRICATION

A. Structural Joints

1. Wall components will be joined together with two welded plate pairs at each joint. Each weld plate will be 6" long and located one pair in the top quarter and one pair in the bottom quarter of the seam. Weld plates will be anchored into the concrete panel and welded together with a continuous weld. The inside seams will be a paintable caulk. The outside seams will use a caulk in a coordinating building color or clear.

2. Walls and roof will be joined with weld plates, 3"x6" at each building corner.

3. The joint between the floor slab and walls will be joined with a grout mixture on the inside, a matching colored caulk on the outside and two weld plates 6" long per wall.

B. Painting/Staining

1. An appropriate curing time will be allowed before paint is applied to concrete.
2. Some applications may require acid etching. A 30% solution of hydrochloric acid will be used, flushed with water and allowed to thoroughly air dry.
3. Painting will not be done outside in cold, frosty or damp weather.
4. Painting will not be done outside in winter unless the temperature is 50 degrees F. or higher.
5. Painting will not be done in dusty areas.
6. Schedule of finishes
 - a. Inside concrete surfaces
 - I Inside floors will be 1 coat of 1-part water based chemical resistant urethane.
 - II Interior walls and ceilings will be 2 coats of a modified acrylic, water repellent penetrating stain, followed by 1 coat of clear sealer.
 - b. Metal surfaces both inside and out
 - I 2 coats of DTM ALKYD
 - c. Exterior concrete surfaces
 - I Exterior walls will be 2 coats of water repellent penetrating stain in the same color as the walls or roof followed by 1 coat of clear acrylic anti-graffiti sealer.

8.0 TESTING

The following tests will be performed on concrete used in the manufacture of toilets. All testing will be performed in the manufacturers (PCI certified) laboratories. Testing will only be performed by qualified individuals who have been certified ACI Technician Grade 1. Sampling will be in accordance with ASTM C172.

1. The air content of the concrete will be checked per ASTM C231 on the first batch of concrete. The air content will be in the range of 5.0% +/- 2.0%.
2. The compressive strength of the cylinders will be tested to ASTM C39. We will make one (1) cylinder for release, one (1) for 7-days and one (1) for 28-days. The release must be a minimum strength of 2500 psi, the 7-day must be a minimum of 4500 psi and the 28-day must be a minimum of 5000 psi.
3. A copy of all test reports will be available to the customer as soon as 28-day test results are available.

-End Section 4-

-Section 5-

9.0 INSTALLATION

A. Scope of Work

Work specified under this Section relates to the placement of the unit by supplier on customer prepared foundations.

B. Location

It's the responsibility of the City to:

1. Provide exact location by stakes or other approved method.
2. Provide clear and level site free of overhead and/or underground obstructions.
3. Provide access to the site for truck delivery and sufficient area for the crane to install the unit.

4. Water, electrical, and sewage site connections to be placed per manufacturers drawings.

C. Compacting

It's the responsibility of the City to:

Supply, place and compact base material, the bearing of the soil and base shall be a minimum of 1,500 pounds per square foot.

D. Base

It is the responsibility of the City to:

After compacting the native soil under the pad area, a minimum of 6" of a compacted, ¾" minus material base of gravel (i.e. road base) shall be placed for support, leveling and drainage purposes. The base also limits frost action. The base shall be confined so as to prevent washout, erosion or any other undermining.

10.0 WARRANTY—PRECAST CONCRETE STRUCTURE

The manufacturer shall provide at minimum a warranty against defects in material or workmanship for a period of twenty (20) years on all concrete components.

10.1 WARRANTY – BUILDING EQUIPMENT

Please include all warranty information in regards to equipment and fixtures used within the building with your proposal.

-End Section 5-

Exhibit "A"
SPECIAL CONTRACT PROVISIONS

(The following Special Provisions apply to all contracts during the terms of such contracts except where noted otherwise herein)

1. **Contract Approval.** No contract shall be valid and enforceable against the City until it has been signed by the Mayor of the City or, in certain circumstances, by the City Administrator pursuant to authorization by the Council of Cañon City.
2. **Fund Availability.** Financial obligations of the City of Cañon City payable after the current calendar year (which is the City's fiscal year) are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
3. **Governmental Immunity.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101, et. seq., as applicable now or hereafter amended.
4. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the City. Contractor and its employees and agents are not entitled to unemployment insurance or workers' compensation benefits through the City and the City shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the City to any agreement, liability or understanding, except as expressly set forth herein. If required by Colorado law, Contractor shall: (a) provide and keep in full force and effect workers' compensation and unemployment compensation insurance in the amounts required by law; (b) provide proof thereof when requested by the City; and (c) be solely responsible for its acts and those of its employees and agents.
5. **Compliance With Law.** Contractor shall strictly comply with all applicable federal, state and local laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **Choice of Law.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of compliant, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not

invalidate the remainder of this contract, to the extent capable of execution.

7. **Binding Arbitration Prohibited.** The City of Cañon City does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

8. **Employee Financial Interest/Conflict of Interest.** The signatories aver that to their knowledge, no employee of the City of Cañon City has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. **Public Contracts For Services. CRS 8-17.5-101** [*Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services.*] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly-hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS 8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting City agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the City a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

10. **Public Contracts With Natural Persons. CRS 24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she: (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law; (b) shall comply with the provisions of CRS 24-76.5-101 et seq.; and (c) has produced one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

11. **Indemnification.** To the fullest extent authorized by law, the Contractor shall

indemnify, save and hold harmless, and defend the City of Cañon City, its officers, employees and agents, from and against any and all claims, damages, liability and court awards, including costs, expenses, and attorney's fees incurred as a result of any act or omission by the Contractor or its employees, agents, subcontractors, or assignees while performing the Work of this contract.

12. **Remedies.** In addition to any other remedies provided for in this contract, and without limiting its remedies otherwise available at law, the City may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligation in this Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant, insufficient, incorrect, or improper performance, activities, or inaction by the Contractor. These remedial actions are as follows:

a. Suspend the Contractor's performance pending necessary corrective action as specified by the City without Contractor's entitlement to adjustment in price/cost or schedule; and/or

b. Withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed in accordance with the terms and conditions of this Contract; and/or

c. Request the removal from work on the contract of employees or agents of the Contractor whom the City justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment of the contract the City deems to be contrary to the public interest or not in the best interest of the City; and/or

d. Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the Contractor cannot be performed, or if performed would be of no value to the City. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the City; and/or

e. Terminate the contract for default.

13. **Cumulative Effect.** The above remedies are cumulative and the City, in its sole discretion, may exercise any or all of them individually or simultaneously.

14. **Termination of Contract For Default.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall, in addition to other remedies, thereupon have the right to terminate this contract for default by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, products, submittals, and reports or other material prepared by the Contractor under this contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

15. **Minimum Insurance Requirements.** Unless otherwise specified in the contract to which these Special Provisions are attached, Contractor must, prior to the performance of any work or services, obtain and maintain insurance coverage meeting or surpassing the minimum requirements set forth herein below:

- a. General liability coverage having a combined single limit (or equivalent) of not less than Two Million Dollars (\$2,000,000);
- b. Automobile insurance coverage of not less than One Million Dollars (\$1,000,000) for each and every motor vehicle to be used by Contractor in the performance of the work or services;
- c. Workers' compensation insurance, as required by the laws of the State of Colorado (covering all persons who will perform work or services pursuant to this contract who are not exempt under state law).

As to all such required insurance coverage, Contractor shall be obligated to furnish to the City, in care of the City Clerk, certificates evidencing the existence of the required insurance coverage and, in the case of general liability insurance coverage, naming the City as an additional insured and certificate holder. All such certificates shall provide that such insurance coverage will not be cancelled or materially reduced in the absence of thirty (30) days advance notice to the City during the term of the contract to which these Special Provisions apply. No Contract regarding the Work will be executed by the City in the absence of proof of insurance and required bonding.