

**REQUEST FOR PROPOSALS
CENTENNIAL PARK PLAYGROUND PROJECT
BID # 32-17**

**SECTION 1
- PROCUREMENT OBJECTIVE -**

1. Introduction

It is the intent of this RFP to obtain proposals from qualified companies to establish a contract for the design, provision and installation of Playground Equipment for Centennial Park located at 221 Griffin Avenue in Canon City, Colorado. The playground will be constructed near the banks of the Arkansas River and adjacent to a soon to be constructed splash pad water feature. The Centennial Park Improvement Committee desires to construct a non-traditional more natural looking playground that compliments the surrounding river environment. Bidders are encouraged to avoid bright colors and use neutral or earth tone colors and to be creative in the design process providing a modern, challenging and safe play experience.

This project budget is \$250,000.00; proposals shall not exceed this amount.

2. Project Manager

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

3. Pre-Proposal Meeting

A pre-proposal meeting will be held on **Wednesday, May 15, 2017 at 1:30 p.m.** on site. The purpose of this meeting is to discuss the scope of the project, area logistics, schedule, and equipment features and preferences. All qualified Bidders are encouraged to attend this meeting in order to facilitate preparation of proposals, but attendance is not mandatory in order to submit a proposal. Bid packages may be reviewed or obtained at City Hall, 128 Main Street. Or online at the City's website, www.canoncity.org all questions regarding this RFP are to be directed to Parks Director, Rex Brady, (719)-269-9028.

4. Proposal Submittal

One (1) original and one(1) copy of the Technical Proposal(s) and one original Price Proposal(s) 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 6th, 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.

5. 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 not later than August 18, 2017.

6. 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.

7. Bid Bonds

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.

8. Performance Bond and a Payment Bond

A Performance Bond and Payment Bond each in the amount of 100 percent of the maximum permitted Contract Price with a corporate surety approved by the City will be required for the faithful performance of the Contract. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

-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 at the office of the Finance Director, P.O. Box 1460, 128 Main Street, Cañon City, Colorado 81215-1460. Requests for extensions will not be granted.

3. Selection Process Schedule

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

- a. Issue RFP – May 1, 2017
- b. Pre Proposal Meeting – 11.00 am Monday May 15, at Centennial Park, 221 Griffin Avenue, Canon City, Colorado
- c. Deadline for Substitution Requests/Bidder Questions – May 29, 2017 at 3:30 pm
- d. Proposal Submittal – June 6, 2017 at 11:00 am
- e. Proposal Evaluation by Selection Committee – June 7-8, 2017
- f. Council Approval – June 19, 2017
- g. Notice of Contract Award – June 20, 2017
- h. Final Completion Date for Playground Installation – August 18, 2017

4. Questions and Inquiries

All communications regarding this solicitation are to be made solely through the Project Manager Rex Brady [rtbrady@canoncity.org](mailto: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. Warranty

Contractor warrants that the services/equipment will be delivered, installed, accepted, and will operate in accordance with this RFP, and further warrants against defective services for a minimum period of two (2) years. Equipment shall be new and covered minimally by the

manufacturer's standard warranty of no less than fifteen (15) years. Contractor warrants that it has the right and authority to grant to the City equipment/services set forth herein. Please include all warranty information in your proposal.

15. Liquidated Damages

Should the Work not be performed on or before the times stated, there will be deducted from the contract value the sum of two hundred fifty dollars (\$250.00) per consecutive calendar days, 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.

16. 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 will not be made under this contract.

17. 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. The contractor shall construct a temporary safety fence around the project site until the project is complete.

-End Section 2-

SECTION 3

- SPECIFICATIONS / SCOPE OF SERVICES -

1. The contractor is responsible for the complete design, provision and installation of play equipment and playground surfacing that meets ASTM and U.S. Consumer Product Safety Commission (CPSC) playground standards.

A. One playground area will be constructed and shall be designed for users aged 2-5 and 5-12. The playground shall be designed to separate the two user groups to the extent possible. Surfacing for the playground area shall be a combination of poured in place rubberized surfacing (or approved equal) and engineered wood fiber safety surfacing. **A minimum of 50% of the play features within the playground shall be ADA accessible via poured in place rubberized playground surfacing** and the remaining 50% via engineered wood fiber safety surfacing. The playground designer shall attempt to minimize the square footage of poured in place rubberized surfacing needed as a cost saving measure while still providing ADA accessibility to the required amount of play features.

2. The Contractor is responsible for the installation of concrete sub-base under all poured in place rubberized surfacing.

3. Offerors must be **manufacturer-authorized** to sell equipment where such authorization is granted by the manufacturer. The relationship with the manufacturer must be direct and not indirect through a third party. Failure to provide proof of direct authorization by the manufacturer to sell the equipment within two (2) business days of any request, will result in rejection of the proposal.

Certain manufacturer equipment has been approved in advance and is named below. **Alternate manufacturer equipment that meets or exceeds the quality standard established by these approved manufacturers will be considered if the Offeror submits, in writing, detailed**

specifications and warranty information to the Project Manager. A decision of equivalency shall be provided to all bidders no later than May 26, 2017..... Bidders are encouraged to submit substitution requests well in advance of the deadline.

Approved Manufacturers:

- a. Miracle Recreation Equipment Company, Inc.
- b. GameTime, a PlayCore, Inc. company
- c. Playworld Systems, Inc.
- d. Play & Park Structures, a PlayCore Company

4. The attached Site Plan indicates approximately the selected area(s) for the new playground equipment but the final location(s) is subject to change. The bidder/contractor should clearly detail the dimensions of the use zone areas in their technical proposal.

5 The Contractor shall provide concrete or plastic borders (please specify the type of border material proposed) to the extent of the use zones for all equipment and at the proper height and distance to meet the critical fall heights as specified by the CPSC ASTM standards when poured in place rubberized safety surfacing or engineered wood fiber safety surfacing is applied.

6. The Contractor shall confirm the extent of the use zones and the required depth of the poured in place rubberized surfacing and/or engineered wood fiber safety surfacing to meet the critical fall heights as specified by the CPSC, ASTM standards.

7. The City will establish the desired grade of the finished play areas. The City will also excavate a drainage pit(s) and fill with leach rock in accordance with the contractor's recommendations.

8. The Contractor will be responsible for supplying and installing filter fabric, pea gravel and any other drainage materials required to properly drain the playground location.

9. The Contractor is required to clearly mark the full extent of the use zone area in the field for the City review and approval prior to the commencement of construction.

10. The Contractor shall enclose the construction zone with plastic mesh fence and metal posts to safely separate the construction activities from the adjacent active play areas. The Contractor shall maintain the fence for the construction duration and shall remove the fence upon project completion.

11. Contractor shall locate all existing utilities prior to proceeding with their work. Contractor shall proceed with the utmost caution when constructing in the vicinity of existing utilities.

12. **MANUFACTURER'S WARRANTY:** All components of the playground equipment shall carry the warranty by the manufacturer of no less than fifteen (15) years against structural failure, weather corrosion, and defects in materials or workmanship. The manufacturer's warranty is in addition to the contractor's warranty specified in Section 2, item 14.

13. The delivery/installation of equipment furnished under this contract and quality of workmanship, shall not be considered approved for acceptability until inspection and approval is issued by the City.

14. No substitution will be considered prior to receipt of proposals unless written request for approval has been received by the Owner no later than 4:30 pm on March 13, 2017.

Bidders are encouraged to submit substitution requests well in advance of the deadline. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including Manufacturer's equipment specifications and evidence of certification standards. Substitution requests must include at least three (3) different references for the proposed equipment installed within a 100 mile radius of Canon City, Colorado. The Owner's decision regarding approval of a proposed substitution shall be final. No substitutions of materials will be considered after the execution of the contract.

- End of Section 3 -

SECTION 4

- TECHNICAL PROPOSAL REQUIREMENTS -

1. General

Respondents shall submit one (1) original and one (1) copy of the completed Technical Proposal, only one (1) original of the Price Proposal will be required. Technical Proposal submittals should be complete in every way in order for the Selection Committee to make a proper and complete evaluation of your response.

2. Expenses Incurred in Preparing Proposal

The City accepts no responsibility for any expense incurred by the Offeror in the preparation and presentation of their proposal. Such expenses are to be borne exclusively by the Offeror.

3. General Letter of Transmittal

This letter should describe the company's understanding of the work to be performed and the names, titles, addresses and telephone numbers of all persons authorized to speak for the company about the proposal. The letter of transmittal accompanying the submittal shall be signed by the person or persons required and authorized to legally bind the firm to the submittal and shall specifically state that the firm shall complete all services set forth in the requirements within the proposed time limits to the satisfaction of the City. Any justification or explanatory materials relevant to your submittal and/or requirements shall be set forth in this letter. The letter shall be concise and need not repeat any of the detailed information set forth in your submittal.

4. Technical Requirements - Submittals shall be clear and concise and shall include the following documents:

a. Understanding of Scope of Services:

The Offeror must demonstrate an understanding of the scope of work to be performed with Consideration for the City.

b. Qualifications of the Company:

Include, at minimum, the following information about the company: size, number of locations and the length of time it has been serving public sector clients.

c. Staff and Schedule:

The Offeror shall identify the work supervisor and provide a short timeline of major tasks.

d. Play Equipment Presentation (in each copy of the Technical Proposal):

At least one drawing that clearly shows the overall equipment layout and labels each component.

e. At least one drawing illustrating a three-dimensional rendering in color to best represent

the proposed design for City staff. Also provide an Adobe Acrobat PDF file of the three-dimensional color renderings.

f. Samples of all color choices available with color cards or other representation for proposed play equipment.

g. Manufacturer's equipment warranty. Contractor/Bidder to identify if the Manufacturer's Equipment Warranty contains any exceptions to the requirements specified in Section 3, item 14.

h. Certificate of Insurance

Provide a sample insurance certificate to verify bidder's ability to obtain the required Insurance for this work. Insurance shall include Commercial Liability coverage as described in the attached Exhibit "A" Special Contract Provisions paragraph 15.

- End of Section 4 -

SECTION 5

- PRICE PROPOSAL REQUIREMENTS -

1. Price

Price proposals are not to exceed \$250,000 for the entire project. Offeror is to submit a proposal that maximizes this budget and provides the most value to the City. The offeror may submit up to three (3) separate designs and price proposals for consideration by the selection committee. If the bidder submits more than one design/price proposal, each proposal sealed envelope shall be marked in accordance with the instructions contained in Section 1, Paragraph 5 and additionally labeled design #1, design #2 or design #3. If multiple design and price options are submitted only one (1) bid bond is required at five percent (5) % of the highest proposed total.

2. Proposal Price Information

The offeror shall present a lump sum price inclusive of all costs and expenses directly related to the design, provision and installation of the Playground Equipment at Centennial Park. The bid price shall be considered the total compensation for the services described, shall remain firm for the duration of the contract, and not be modified unless the City changes or modifies the project scope of services.

- End of Section 5 -

SECTION 6

- EVALUATION and SELECTION PROCESS -

1. Selection Committee

Technical and Price Proposals received from offering firms by the closing deadline will be evaluated by the City's Selection Committee.

2. General Evaluation

The award of contract shall be made to the firm submitting the overall most qualified technical and price proposal that is in the best interest of City. Technical proposals shall be evaluated by the Selection Committee in accordance with the Technical Proposal Requirements and Evaluation Criteria. The City reserves the right to request best and final pricing from any or all of the Offerors. The City reserves the right to terminate contract negotiations, if, in the City's'

judgment, acceptable contract agreement and finalization are unsuccessful. If this occurs then the City reserves the right to select for award the next most qualified firm and conduct contract finalization discussions with them.

The City may make such investigations as are deemed necessary to determine the ability of a firm to provide the work as specified herein. The City reserves the right to clarify information submitted in a Proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish the City all such information and data necessary for the City to determine if the Proposal is responsible and responsive to City's requirements as stated herein.

It is the City's intent to award the contract to the firm which, based upon the Evaluation Criteria, is the most responsive, responsible and the most qualified to accomplish the scope of services and whose equipment best meets the best interest of the City.

3. The City will evaluate Technical Proposals on the basis of the following criteria and points assigned to each section:

Mandatory Requirements: 10 points

Technical and Price proposals have been submitted in accordance with the instructions set forth herein.

Technical Requirements: 60 points

Under this section the City's evaluation team will evaluate the following:

- Equipment Layout and Plan (three dimensional rendering in color)
- Quantity, Quality and Uniqueness of Play Activities, Age Appropriateness
- Past Performance / Experience
- Warranty (Please provide complete warranty information)
- References
- Qualifications of the Offeror
- Insurance
- Any other factors that City may deem appropriate

Cost: 30 points

All proposals shall not exceed \$250,000.00.

GRAND TOTAL: 100 points-

-End of Section 6 -

SECTION 7 - ADDITIONAL DOCUMENTS

The following documents are hereby attached:

A. Site Plan of Centennial Park showing approximate proposed location(s) of the new playground equipment.

- End of Section 7 -

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 complaint, 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.