

CONTRACT DOCUMENTS

&

SPECIFICATIONS

for

Historic City Hall Maintenance and Repairs Project

for the

CITY OF FORT MORGAN, COLORADO

July 13, 2021

Historic City Hall

John Brennan, Deputy City Manager/City Clerk/Public Information Officer



**FORT
MORGAN**

PEOPLE • PARTNERSHIP • PROGRESS

CITY OF FORT MORGAN
P.O. BOX 100
FORT MORGAN, COLORADO 80701
(970) 542-3963



REQUEST FOR PROPOSALS
City of Fort Morgan Administration Department
Historic City Hall Maintenance and Repairs Project

The City of Fort Morgan is accepting sealed proposals for the Historic City Hall Maintenance and Repairs Project until 3:00 p.m. (our clock) on August 12, 2021, at Historic City Hall located at 110 Main Street, Fort Morgan, Colorado 80701. If delivered, they are to be sent to 110 Main Street, Fort Morgan, CO 80701. If mailed, the address is P.O. Box 100, Fort Morgan, CO 80701. If emailed, the address is cfm.bids@cityoffortmorgan.com.

Bids must be received at City Hall prior to 3:00 p.m. (our clock) on Thursday, August 12, 2021.

A mandatory pre-bid meeting will be held at 10:00 a.m. on Monday, July 26, 2021, at Historic City Hall, 110 Main Street in Fort Morgan, for an overview of the project goals and inspection of the building and areas of focus for the project prior to bidding. Bidders must attend this mandatory pre-bid meeting for their bid to be considered.

All questions regarding this bid should go to **John Brennan, Deputy City Manager/City Clerk/Public Information Officer**. Questions must be in writing and can be e-mailed to john.brennan@cityoffortmorgan.com. The cut-off date and time for questions is **Thursday, July 29, 2021 at 9:00 a.m.** It is the responsibility of the prospective bidders to contact **John Brennan** to verify receipt of questions. Based upon such inquiry, the City may choose to issue an Addendum.

A copy of the bid and associated documentation may be obtained as follows:

1. The City Website at www.cityoffortmorgan.com
2. City Hall located at 110 Main Street, Fort Morgan



INFORMATION TO BIDDERS
City of Fort Morgan Administration Department
Historic City Hall Maintenance and Repairs Project

I. GENERAL INSTRUCTIONS

1. **Authorized Representative.** All Bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the contractual agreement.
2. **Withdrawal.** Bid(s) may be withdrawn up to the date and time set for closing upon written, faxed or e-mailed notice to the City. Negligence upon part of the bidder in preparing their bid(s) shall not constitute a right to withdraw a bid(s) subsequent to the bid opening. A conditional or unqualified bid may be cause for rejection.

Acceptance of Bid. Each Bid, deposits and applicable documentation as requested must be submitted in a sealed envelope separate from mailing envelope or box, if mailed or hand delivered, labeled:

City of Fort Morgan
Bid for Historic City Hall Maintenance and Repairs Project
Attention: John Brennan

And bear the name of the Bidder and their address.

Mailing/shipping Addresses: If a Bid is to be delivered via private courier, such as FedEx, UPS, etc., it must be sent to **110 Main Street, Fort Morgan, CO 80701**. If a Bid is to be mailed via USPS, it must be sent to **P.O. Box 100, Fort Morgan, CO 80701**. If Bid is to be emailed, it is to be sent to cfm.bids@cityoffortmorgan.com.

II. PROPOSAL INSTRUCTIONS

1. **Proposal Package.** The following items are part of the proposal for the above noted project and shall collectively be referred to as the Proposal Package. If any of the following items are not included in the Proposal Package, please contact the City of Fort Morgan Administration Department:
 - A. Information to Bidders
 - B. Bid Form/Schedule
 - C. Experience Record form
 - D. Sample agreements and notices
2. **Pre-bid Meeting.** There will be a mandatory pre-bid meeting at 10:00 a.m. on Monday, July 26, 2021, at Historic City Hall, 110 Main Street in Fort Morgan, for an overview of the project goals and inspection of the areas of focus for the project prior to bidding. Bidders will be responsible for taking their own measurements and collecting other information needed to make an informed bid.



INFORMATION TO BIDDERS
City of Fort Morgan Administration Department
Historic City Hall Maintenance and Repairs Project

3. **Submittal Requirements.** It is not necessary to return the entire Proposal Package for the Bid Opening. **Submittal of the following completed forms is required in order for a Bidder's Proposal to be considered:**
 - A. Bid Form/Schedule;
 - B. Experience Record and documents/references evidencing that the Bidder has completed at least three (3) projects similar in nature to the project being bid.
 - C. Description of the product and vendor brochures and other materials, including photographs, of the product(s) to be used.
4. **Bid Form.** Bids must be made on the required Bid Form, printed in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required.
5. **Timeliness of Submittals.** Any Bid may be withdrawn prior to closing as described in the General Instructions. Any Bid received after the time and date specified shall not be considered. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City and the Bidders. Notwithstanding the foregoing, nothing herein shall be construed to obligate the City to award a Contract to any Bidder should the City determine that it is in its best interest not to do so.
6. **Investigation of Qualifications.** The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.
7. **Project References.** Accordingly, bidder participants, whether general contractor, prime contractor, joint venture contractor or sub-contractor, shall provide documented evidence of having completed projects of a similar nature to the project being bid. Bidder shall be required to submit references of previous projects for which the City may verify references. This experience documentation shall be submitted to be considered for award of the contract for the subject project.
8. **Warranty of Service.** The awarded Contractor must provide a two-year Warranty of Service to cover defective workmanship and materials as required for this project. This Warranty of Service shall be exclusive of any product warranty.
9. **Insurance.** The awarded Contractor must provide current Workman's Compensation Insurance verification and proof of general liability insurance, with a minimum of \$1,000,000.00 in coverage, naming the City as an additional insured with the executed Bond form for the Contractor and all subcontractors.
10. **THE PRIMARY GENERAL CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF WORKMEN'S COMPENSATION INSURANCE REGARDLESS OF THE BID PRICE FOR ALL SUBCONTRACTORS.** Attorneys-in-fact who sign Performance and Payment Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.



INFORMATION TO BIDDERS
City of Fort Morgan Administration Department
Historic City Hall Maintenance and Repairs Project

11. **Governing law.** All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

III. SPECIFICATIONS

1. The current manufacturer's Standard Specifications for project applicable products, supplies and installation requirements, are made a part of these specifications. In case of conflict, documents will have the following priorities:
 - (1) Manufacturer Specifications, (2) General Conditions, (3) Local codes and regulations.
2. The Contractor shall barricade, or employ other acceptable options, to keep the work area safe and secure. The building must remain open to the public and functioning throughout the project. As the project will entail work in different areas of the building, the Contractor must plan to allow, to the greatest extent possible, for staff and the public to access and use the building during regular business hours.
3. At the completion of each workday, the Contractor shall clean up all construction materials and leave the construction site in a condition approved by the City Project Representative.
4. Waste material, which is deemed not reusable by the City Project Representative, shall be legally disposed of by the Contractor at his expense.
5. No work shall be performed before 8:00 A.M. or after 4:30 P.M. each workday, Monday through Friday, unless otherwise approved by the City Project Representative. Cost incurred by the City to inspect the work performed outside these hours will be deducted from progress payments to the Contractor. Total cost of such inspection outside normal hours will be deducted through the project's final change order. Inspector overtime costs are approximately \$34/hour.
6. There shall be no work allowed on Saturday and/or Sunday unless approved by the City Project Representative, 48 hours in advance. Work on Saturday or Sunday is subject to Inspector overtime cost.
7. The City will not be responsible for any construction down time due to failure on the Contractor's part to notify utility companies of conflicts.
8. A daily charge of \$100.00 will be made against the Contractor for each calendar day that any work shall remain uncompleted after elapse of the contract completion date. This daily charge will be deducted from any money due the Contractor. This deduction will not be considered a penalty but as liquidated damages. Any and all liquidated damages covered or paid by the City to maintain or complete the projects, as agreed upon, will be the full financial responsibility of the Contractor; and the City, at its sole discretion, may charge such financial obligations to the Contractor's Surety or seek judicial remedies in the Morgan County District Court.
9. The Contractor hereby agrees to be able to commence work and to substantially complete the work by the completion date as set and mutually agreed upon by the parties, subject to such extensions of time as are submitted by written notice within seven (7) days of the occurrence of a delay to the prosecution of the work. It shall be the City Project Representative's determination whether to allow the requested extension of contract time. The Contractor's claim that insufficient contract time was specified is not a valid reason for extension of contract time.



INFORMATION TO BIDDERS
City of Fort Morgan Administration Department
Historic City Hall Maintenance and Repairs Project

IV. PROJECT DESCRIPTION/SCOPE OF WORK

SCOPE OF WORK: Historic City Hall, located at 110 Main Street in Fort Morgan, was constructed in 1908 and is listed on the National Register of Historic Places. The building was renovated approximately 15 to 20 years ago, and some public areas of the building are now in need of varying degrees of touch-up, repair or maintenance.

The list of the needed improvements includes:

- Strip, prep, re-stucco and paint the entryway alcove around the Main Street entrance to the building.
- Clean, repair as needed and re-grout as needed the floor tiles in the entryway alcove and the building's front lobby.
- Strip, prep and re-stain all exposed unpainted wood in and around the main staircases including treads, risers, banisters, moldings and handrails. This includes the staircases extending from the landing just inside the southwest building entrance up to the landing on the upper floor between the city council chambers and the conference room.
- Repaint the Main Street front door and window trim, metal banisters on the front concrete stairway, and the wood window frames in the Main Street ground level windows and the metal grates covering these windows.

The Contractor will be responsible for a turn-key project that includes:

- Permits, materials, labor and coordination with the City of Fort Morgan for all work involved in the project.
- It will be the responsibility of the Bidders to take their own measurements during the site visit for the mandatory pre-bid meeting to ensure the bid accurately reflects the necessary materials and labor to complete the job.
- In the event the City's budget for this project is not sufficient to complete all elements of the project, the project may be reduced or split into phases.
- Pricing should reflect all costs including materials, labor, transportation, delivery, installation, project management and other costs.

WARRANTY: Bidders submitting literature stating warranties which do not fully comply with warranty requirements of these specifications must submit a letter from the manufacturer certifying warranty compliance as an integral part of their proposal.



INFORMATION TO BIDDERS
City of Fort Morgan Administration Department
Historic City Hall Maintenance and Repairs Project

V. WORK SCHEDULE

1. **Acceptance.** The effective date of the work to be performed will be agreed upon by the City and the Contractor.
2. **Notice to Proceed.** Initial Notice to Proceed (NTP) will be issued in writing by the City. Both parties shall mutually agree on the number of consecutive calendar days allowed to complete the work requested prior to Contractor's written acceptance of the work.
3. **Invoice.** The Contractor shall perform the work and submit an invoice with the itemized costs of the improvements. The itemized costs shall reflect the bid prices submitted. Should the work involve improvements that were not included in the bid, the contractor shall submit a proposal for the work and shall be agreed upon by the City prior to work being performed. The City will process the invoice for payment upon acceptance of the work performed.
4. **Period of Performance.** The Period of Performance under this Contract shall commence upon the effective date of initial NTP. All work to be performed under this Contract shall be completed no later than **December 1, 2021.**

(Remainder of this page intentionally left blank)



BID FORM

City of Fort Morgan Administration Department Historic City Hall Maintenance and Repairs Project

The undersigned, having become familiar with the local conditions affecting the cost of the work, construction documents and/or other pre-bid documents, all of which are issued and attached and on file at City Hall, hereby bids and proposes to furnish all the labor, materials, necessary tools, and equipment and all utility and transportation service necessary to perform and complete in a workmanlike manner all of the work required in connection with the construction of the items listed on the bidding schedule in accordance with the plans and specifications as prepared by the City of Fort Morgan, for the sums set forth in the Bid Schedule.

The undersigned has carefully checked the Bid Schedule quantities against the plans and specifications before preparing this proposal and accepts the said quantities as substantially correct, both as to classification and the amounts, and as correctly listing the complete work to be done in accordance with the plans and specifications.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the City, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth except as provided for in the specifications. The City reserves the right to increase or decrease the amount of work to be done by any amount not to be exceeded by twenty-five percent (25%) of the original contract amount. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the City for approval.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the City but not shown on the plans or required by the specifications, in accordance with the provisions of the Information to Bidders; similarly, they may be decreased to cover deletion of work so ordered.

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

The undersigned hereby agrees to commence the Work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within the priority schedule set in the Contract Documents.



BID FORM
City of Fort Morgan Administration Department
Historic City Hall Maintenance and Repairs Project

PROPOSAL AND BID

I. Unit Bid:

<i>Item</i>		<i>Unit Cost</i>
1.	Stucco and paint work in main entryway alcove	
2.	Floor tile work	
3.	Stairway and other wood trim work	
4.	Exterior work – Front door, banisters, window frames, metal grates	
	TOTAL PROJECT COST	

II. Options: *(Options listed may be purchased if funding is available)*

<i>Item</i>	<i>Description</i>	<i>Option Cost</i>
1.		

I. Submittal and For Information Purposes Only:

<i>Item</i>	<i>Description</i>	<i>Included with Bid</i>
1.	Completed and signed Bid Form/Proposal	
2.	Experience Record from at least (3) projects of a similar nature to the project being bid	
3.	Description of the product and vendor brochures and other materials, including photographs, of the product(s) to be used.	



BID FORM

City of Fort Morgan Administration Department Historic City Hall Maintenance and Repairs Project

NOTE: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being non-responsive to the Invitation for Bid. The following numbered Addenda have been received and the bid, as submitted, reflects any changes resulting from those Addenda(s):

<u>Addendum Number</u>	<u>Date of Addendum</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____

SIGNED: _____ TITLE: _____

PRINTED NAME: _____

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DATE: _____ TELEPHONE NUMBER: _____

EMAIL: _____



BID FORM

City of Fort Morgan Administration Department Historic City Hall Maintenance and Repairs Project

EXPERIENCE RECORD

Please provide information from three (3) similar projects (use additional sheets if necessary).

1. Project Location:

Owner Name, Address & Phone Number:

Date of Project:

Project Description:

2. Project Location:

Owner Name, Address & Phone Number:

Date of Project:

Project Description:

3. Project Location:

Owner Name, Address & Phone Number:

Date of Project:

Project Description:



AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2021, by and between the City of Fort Morgan (hereinafter called "OWNER"), and _____ Company doing business as (an individual) or (a partnership), or (a corporation) (hereinafter called "CONTRACTOR").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the **Historic City Hall Maintenance and Repairs Project**.
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein, unless specified otherwise in the Specifications.
3. The Contractor will commence the Work required by the Contract Documents on the date(s) set between the Owner and the Contractor.
4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the cost of \$_____ as outlined in the Bid Schedule. The exact amount of work to be completed is determined by the amount of funds the City Council appropriates each year.
5. The Contractor agrees to complete and submit to Owner all necessary or relevant Contract Documents provided and to comply with the terms therein.
6. The Contractor and Owner agree that failure of either party to insist on strict performance by the other party shall not constitute a waiver of any provision in the Contract Documents, waiver of any other default or a continuing waiver of the provisions in question.
7. The Contractor hereby agrees that time is of the essence and that the Contractor's bid was accepted, in part, because of the Owner's representation that the Contractor could complete the work by the date specified in the bid documents. Therefore, the Contractor agrees that for any delay that does not constitute an excusable delay approved by the City, the City shall deduct for liquidated damages the sum of \$100 per day beyond the date of completion.
8. The Contractor hereby agrees that he or she will be able to commence work within ten (10) days after the date the Contractor is provided with a written Notice to Proceed and to substantially complete the same prior to time specified in Work Order, subject to such extensions of time as are provided by the General Conditions.
9. The term "Contract Documents" means and includes the following:
 - A. Advertisement for Bids
 - B. Information for Bidders
 - C. Bid Form/Bid Schedule



- D. Certificate of Insurance
- E. Agreement
- F. Notice of Award
- G. Notice to Proceed
- H. Specifications
- I. General Conditions
- J. Experience Record
- K. Addenda

10. The Owner certifies that funds have been appropriated and will pay to the Contractor in monthly payments, as is the normal City custom.

11. The Contractor hereby agrees that he or she has previously disclosed to Owner anyone among their team, any business entity or individual who is, or who is associated with, or is in any way likely to create a conflict of interest or a perception of conflict of interest and acknowledges that he or she has a continuing obligation to disclose any newly discovered or future conflict of interest.

12. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

13. Warranty of Service. Contractor expressly warrants that all materials and/or goods delivered under the Contract shall be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. Contractor additionally expressly warrants that all workmanship shall be finest and first-class, and all services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City and shall run to City, its successors and assigns. Contractor agrees to make good by replacement and/or repair, at its sole expense, any defects in materials or workmanship which may appear during the period ending on a date twenty-four (24) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedy. This Warranty shall be exclusive of any Product Warranty provided by the manufacture of (Material Type/Brand).

14. Termination. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the Contract, the City, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and deduct the cost thereof from the payment then or thereafter due to the Contractor.

15. Performance Behavior. Contractor shall employ staff that is courteous, helpful and considerate to provide services under this Contract. Contractor's employees shall not use improper language, or act in any inappropriate or improper manner as determined by the City. Contractor shall reassign any employee after notification by the City that such employee has engaged in unacceptable behavior.

16. Independent Contractor. Contractor must be and remain an independent Contractor with respect to all services performed under the Contract. Contractor accepts full and exclusive



liability for the payment of any and all contributions of taxes for social security, worker's compensation insurance, Medicare, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any state or federal law, salaries or other remuneration paid to persons hired, including deposits of income tax withholding amount due, and it agrees to indemnify and save harmless the City from any claims for contributions, taxes or liability thereof.

17. Indemnification. The Contractor shall defend, indemnify and hold harmless the City and its respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work. The Contractor further agrees to hold harmless and indemnify the City for any liability that arises under this agreement or as a result of the actions or omissions of the Contractor's employees.

18. Additional Insured. The Contractor warrants and guarantees that it shall maintain adequate insurance with minimum limits of \$1,000,000.00, for activities undertaken pursuant to this Agreement, and includes the City as an additional insured on the policy.

19. Coordination and Control. All work shall be performed as identified in the Contract Documents.

20. Changes. The City reserves the right to revise the "Scope of Work" and to make other changes as deemed necessary to best serve the needs of the City. However, no amendment or variation of the terms and conditions of this Contract shall be valid unless the same is in writing, and agreed to and signed by the parties hereto.

21. Compliance. If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor shall have 72 hours to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the Contract.

22. Satisfaction of Remediation. If the Contract Administrator is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Administrator's complaints. Failure of the Contractor to attend such inspection may result in termination of this Contract.

23. Choice of Law and Attorney's Fees. This Contract shall be governed by and construed under the laws of the State of Colorado. Any action brought to enforce this Contract shall be brought in the state courts of Colorado with venue in Morgan County.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two copies each of which shall be deemed an original on the date first above written.

City of Fort Morgan:

Contractor:

Ronald Shaver, Mayor

By: _____



NOTICE of AWARD

To:

Project Description: Historic City Hall Maintenance and Repairs Project

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated _____ and Information to Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$

You are required by the Information to Bidders to execute the Agreement and furnish the required Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish the Certificate of Insurance within ten (10) calendar days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned. The Owner will be entitled to such rights as granted by law.

You are required to return an acknowledged copy of this Notice of Award, along with the necessary Agreement to the Owner within ten (10) calendar days after its receipt.

Dated this ____ day of _____, 2021

City of Fort Morgan:

ACCEPTANCE of NOTICE

Receipt of the above Notice of Award is hereby acknowledged on this _____ day of _____, 2021.

Name: _____; Title _____

Address: _____



NOTICE to PROCEED

To:

Project Description: Historic City Hall Maintenance and Repairs Project

You are hereby notified to be able to commence Work in accordance with the AGREEMENT dated _____, 2021, on or before _____, 2021, and the contract will remain in effect until December 31, 2021.

Dated this ____ day of _____, 2021.

City of Fort Morgan: _____

_____, Superintendent

ACCEPTANCE of NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged on this ____day of _____, 2021.

Name: _____

Title: _____

Address: _____



ILLEGAL ALIEN ADDENDUM

This Illegal Alien Addendum (the “Addendum”) is made to the Agreement by and between the City of Fort Morgan, a municipal corporation of the State of Colorado (the “City”) and _____, (“Contractor”) dated _____ (the “Agreement”). This Addendum is attached to and made a part of the Agreement.

Pursuant to sections 8-17.5-101, *et seq.*, C.R.S., definitions in which are hereby incorporated:

1. Contractor certifies that, at the time of executing this Addendum, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in the E-Verify Program or the Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Contractor hereby agrees that it shall not:

- A) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or
- B) Enter into a contract with a subcontractor that fails to certify to Licensor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. Contractor is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

5. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor is required to:

- A) Notify subcontractor and the City within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required in Section (5)(A) above the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.



6. Contractor is required to comply with any reasonable request that the Department of Labor and Employment makes in the course of an investigation that the Department of Labor and Employment is undertaking pursuant to section 8-17.5-102(5), C.R.S.

IN WITNESS WHEREOF, Contractor has executed this Addendum on the date first above written. By the signature of its representative below, Contractor affirms that it has taken all necessary action to authorize said representative to execute this Addendum.

CONTRACTOR

By: _____
Its: _____
Date: _____