

**CITY OF NORTHGLENN****2023 PICNIC SHELTER PROJECT  
ROTARY PARK & ALVIN THOMAS PARK  
IFB 2023-004**ADDENDUM NO. 1

DATED: FEB 22, 2023

TO: PROSPECTIVE BIDDER

The following adds to, supplements, amends or clarifies by way of explanation, portions of the Contract Documents, Specifications, and Drawings for the above-named project.

NOTE: It will be the responsibility of the Bidder to acknowledge receipt of Addenda on the Bid Form as part of the submitted proposal. Failure to do so will be grounds for the City to reject the proposal.

**QUESTIONS:**

We have the following questions regarding the above referenced project:

**1. Irrigation clarification.**

Repair any damaged irrigation and adjust head, valve box and/or meter box heights as needed once final grade is approved. DO NOT cover up any repairs until inspected and passed by City of Northglenn parks staff.

Obtain an inspection of related irrigation systems for proper automatic operation and 100% coverage by the Parks Department representative prior to commencing with any installations. Any deficiencies in the irrigation systems must be addressed to the satisfaction of the City's Representative prior to proceeding with the installation of any sod.

Any newly laid sod must meet the level of any existing grass lawn areas to remain. Lay sod strips tightly with staggered joints. Closely cut in around irrigation heads, boxes, etc.

Thoroughly hand water in all grass at the time of installation.  
Roll to level.

**2. Who's responsibility for the testing cost compaction testing and concrete?**

The testing costs associated with this project is the responsibility of the bidder. Please include the costs of these services into the bid price.

**3. Can we have a picture example of the sandstone veneer?**

Sandstone Veneer & Flagstone Cap Example  
Center Median at Community Center Drive, Northglenn, CO



Example: <http://shadesun.com/blog/models/orlando/>

**4. Where can the bidder submit the bid?**

Please submit final bids to [bids@northglenn.org](mailto:bids@northglenn.org) or mail to:  
City Clerk's Office  
11701 Community Center Drive  
Northglenn, CO 80233

**5. What bonds does the contractor need to secure for the project?**

Annual Performance, Payment, Maintenance and Warranty Bonds are required as part of this project.

[Bonds & Insurance Requirements attached.](#)

## **BONDS AND INSURANCE REQUIREMENTS**

### **1.01 GENERAL:**

The Contractor shall not commence work under this Contract until he has obtained all insurance required by the Contract Documents and such insurance has been approved by City, nor shall the Contractor allow any Subcontractor to commence work on this Project until all similar insurance required of the Subcontractor has been obtained and approved. During the life of this Contract, the Contractor must maintain the insurance coverage listed in Section 1. The City must be named as an additional insured. Limits of liability must be at least those set forth in the General Liability Insurance (Insurance Requirements) portion of this Contract. All policies of insurance required by this section shall be written by insurance companies licensed to do business in the State of Colorado.

### **1.02 INDEMNIFICATION:**

The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, employees, agents and their insurers, from and against all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from bodily injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Contractor, the Contractor's employees, subcontractors or anyone else employed directly or indirectly by the Contractor, Contractor's employees or subcontractor.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

### **1.03 GENERAL LIABILITY INSURANCE: (Insurance Requirements)**

- A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section 1.02 above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1.02 above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.
  
- B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously

maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section 1.02 above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease—policy limit, and five hundred thousand dollars (\$500,000) disease—each employee.
2. General Public Liability Insurance to be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than two million dollars (\$2,000,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks. The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident and not less than two million dollars (\$2,000,000) for all damages arising out of injury to, or destruction of property, including the City's property, during the policy period. The General Public Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.
3. Comprehensive Automobile Liability Insurance with the minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
4. Professional Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

- C. **To the extent that liability results from the acts or omissions of the Contractor, the policy required by paragraph (B)(2) above and by paragraph (B)(3) above shall be endorsed to include the City of Northglenn and the**

**City of Northglenn's officers, volunteers and employees as additional insured.** Every policy required above shall be primary insurance, and any insurance carried by the City of Northglenn, its officers, or its employees, or carried by or provided through any insurance pool of the City of Northglenn's shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

- D. **The Certificate of Insurance**, with an original signature (not a copy) shall be provided to the City of Northglenn, and shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, **and shall be reviewed and approved by the City of Northglenn prior to commencement of the contract.** No other form of certificate shall be used. If the City is named as an additional assured on any policy that does not allow for the automatic addition of additional insureds, the Contractor's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this contract and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City of Northglenn. The completed certificate of insurance shall be sent to:

City of Northglenn  
City Clerk's Office  
PO Box 330061  
11701 Community Center Drive  
Northglenn, Colorado 80233

The Certificate of Insurance shall include the name of the project and formal bid number on the form.

- E. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City of Northglenn may immediately terminate this contract, or at its discretion the City of Northglenn may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.
- F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- G. The parties hereto understand and agree the City of Northglenn is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-114 et seq., C.R.S., as from time to time amended, or otherwise available to the Owner, its officers, its employees or its volunteers.

**1.04 PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND AND OTHER BONDS:**

Contractor shall furnish a Performance, Payment, Maintenance and Warranty Bond on the City of Northglenn Approved Bond Form, in accordance with applicable Colorado statutes, in an amount at least equal to the Contract Price as security for the faithful performance, payment maintenance and warranty of all Contractor's obligations under the contract Documents. This Bond shall remain in effect at least until two (2) years after the date of Probationary Acceptance. Contractor shall also furnish such other Bonds as are required by Special Conditions (if any). All Bonds shall be on City of Northglenn Approved Bond forms prescribed by the Contract documents and be executed by such Sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the Authority to Act. If the surety on any Bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this Section, Contractor shall within five (5) calendar days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.