

FINANCE
MEMORANDUM # 09-13

DATE: August 20, 2009

TO: Honorable Mayor Kathleen M. Novak and City Council Members

FROM: William A. Simmons, City Manager *WAS*
Shawn Cordsen, Finance Director *SC*
Kathleen Kvasnicka, Risk Manager *KK*

SUBJECT: Repairs to guardrail at Pedestrian Underpass along Farmers Highline Canal

RECOMMENDATION:

Attached is a contract authorizing Kemp and Hoffman Inc to do repairs on a guard rail that was damaged by a driver. If the contract is approved, this work will commence during the months of September and October.

BACKGROUND:

On May 23, 2009 a car drove off I-25 between a gap in the wood barrier fence drove down the embankment through a chain link fence over the bike path and destroyed the metal guard rail and concrete retaining wall that the metal guard rail sat in along the Farmers Highline Canal.

Western Engineering gave CIRSA and the city a scope of the damages. Staff contacted Kemp and Hoffman Inc to do the repairs. The repair bid is \$20,200.00. This will repair this area to the previous quality and appearance. Staff also contacted several other companies for quotes but because of the extensive engineering work on the concrete wall all others declined the offer to bid. CIRSA will be reimbursing the city for 100% of these costs upon subrogation of this claim with the insurance company of the driver at fault.

This claim has been submitted to CIRSA and they are in the process of subrogation against the insurance company of the driver.

POTENTIAL OBJECTION:

City Staff is not aware of any specific opposition.

BUDGET/TIME IMPLICATIONS:

We will pay this contract from the General Fund deductible account and reimburse when insurance company of driver pays this claim.

STAFF REFERENCE:

Please contact Shawn Cordsen, Finance Director at scordsen@northglenn.org (303) 450-8719.

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-102
Series of 2009

Series of 2009

A RESOLUTION APPROVING A TRADE CONTRACTOR AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND KEMP AND HOFFMAN, INC. FOR REPAIRS TO THE PEDESTRIAN UNDERPASS AT I-25 AND THE FARMERS HIGHLINE CANAL

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Trade Contractor Agreement between the City of Northglenn and Kemp and Hoffman, Inc. in an amount not to exceed \$20,200.00 for repairs to the pedestrian underpass at I-25 and the Farmers Highline Canal, attached hereto as **Exhibit 1**, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2009.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2009 between the City of Northglenn, Colorado (the "City") and Kemp and Hoffman Inc ("Contractor").

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the City and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with **Exhibit A**, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefor (the "Project").

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the City and Contractor, consist of this Agreement and Exhibit A; Invitation for Bids, Bid Schedule, Payment, Performance, Maintenance and Warranty Bond, Notice of Award; Notice to Proceed; general conditions, special conditions measurement and payment technical specifications and drawings; and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The City shall pay Contractor for the performance of work and completion of the Project not to exceed the amount of \$ 20,200.00

Section 4. Times and Methods of Payment.

A. Progress payments shall be made in proportion to services rendered and shall be due and owing within thirty (30) days of Contractor's submittal of his monthly invoice. Contractor shall submit invoices prior to the twenty-fourth (24th) day of each month for payment the following month. Payment of any invoice that is received after the twenty-fourth (24th) day of each month may be delayed up to a period of sixty (60) days. If the City objects to any invoices submitted by Contractor, the City will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice.

B. If the City fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

Section 5. Retainage. Progress payments to the Trade Contractor shall be subject to retention in accordance with Colo. Rev. Stat. § 24-91-103, as amended.

Section 6. Final Payment. The City shall make final payment, including release of retainage, to Contractor when the Project is complete and finally accepted by the City.

Section 7. Probationary and Final Acceptance. Probationary acceptance of the Project shall follow inspection and approval of Contractor's performance by the City, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The City shall have the right and authority to determine the acceptability of Contractor's performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Final acceptance by the City is subject to the provisions of this Contract, and in accordance with Northglenn Municipal Code Section 16-2-13, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the City for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the City and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, materialman, equipment supplier, manufacturer or other person.

Section 8. Commencement and Completion of Performance. The services called for shall commence on September 1, 2009 and end on December 1, 2009. Contractor shall commence any work requested by the City within ten (10) days of notification by the City. In the event Contractor fails to commence work within this time period, the City may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the City and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed. If Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then Contractor shall pay to the City the amount of liquidated damages and not as penalty the sum of twenty thousand two hundred dollars (\$20,200.00) for each calendar day that Contractor shall be in default after . The City will charge Contractor, and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the City in connection with any work accomplished after the specified completion date.

Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and Contractor has promptly given written notice of such delay to the City:

1. To any preference, priority or allocation order duly issued by the City; or
2. To unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

Section 9. Termination.

A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given:

1. Not less than ten (10) calendar days written notice of intent to terminate, and
2. An opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be terminated in whole or in part in writing by the City for its

convenience.

C. Upon receipt of a termination action pursuant to paragraphs A and B above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.

Section 10. Taxes, Licenses, Permits and Regulations. In all operations connected with the Project, Contractor and sub-contractors shall pay all fees, if applicable, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefor unless otherwise specified by the City. The City shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The City is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the City is exempt shall not be included in the Agreement Price. The City shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. §39-26-114(1)(a)(XIX), Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws concerning the environment, workers' compensation, safety and health, state labor and materials, and equal employment opportunity.

Section 11. Insurance.

A. The Trade 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 14 below. 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 obligation assumed pursuant to Section 14, below, 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 14, below. 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. Protective Liability and Property Damage insurance covering the liability of the Owner, including any employee, officer or agent of the Owner with respect to all operations under the Contract by the Trade Contractor or his sub-contractors shall be obtained and maintained during the life of this Contract.

4. Comprehensive Automobile Liability Insurance with 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 the Trade Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Trade Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Trade Contractor providing services to the Owner under this contract.

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

D. To the extent that liability results from the acts or omissions of the contractor, the insurance policies and certificates of insurance required under this Section 11 shall name as additional insured(s), the Owner, whether private or governmental, the Owner's officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies), or entity(ies) deemed necessary by the Owner. The Trade Contractor shall be solely responsible for any deductible losses under any policy required herein.

E. The insurance provided by the Trade Contractor shall be primary to insurance carried by the Owner, the Engineer, and all other additional insureds, and the principal defense of any claims resulting from the Trade Contractor's obligations under the Contract shall rest with the Trade Contractor's Insurer.

F. If any of the policies held by the Trade Contractor do not allow for the automatic addition of additional insureds, the Trade Contractor's insurance agent shall also provide a copy of all accompanying endorsements recognizing such additional insureds.

Section 12. Payment, Performance, Maintenance & Warranty Bond. Contractor shall provide to the City, prior to commencement of performance, a Payment, Performance, Maintenance and Warranty Bond on the City form to the City in the full amount of 0 dollars (\$0), including provisions for any adjustment thereof in accordance with the terms of this Agreement. Contractor

shall obtain such bond on the City's behalf, separate and apart from any similar bonds or surety or warranty agreements entered into independently between the City and any manufacturer or supplier.

Section 13. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to the City all workmanship, equipment and materials on or made a part of the Project and its structures for a period of two (2) years from and after the date of final acceptance of the work by the City as provided by this Agreement.

Section 14. 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, personal 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.

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 any such liability, claims or demands at the sole expense of the Contractor, or at the option of the City, Contractor agrees to pay the City or reimburse the City for defense costs incurred by the City in connection with any such liability, claims, or demands. The Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

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.

Section 15. Subcontractors. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. Contractor shall require any subcontractors to provide the City with a certificate of insurance which provides insurance coverage as provided by Section 11 of this Agreement. The certificate of insurance shall name the City as an additional insured and provide that the policy shall not be terminated without ten (10) days written notice to the City. In all events, Contractor shall be responsible and held liable for any contractor licensing, permits, bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the City, Contractor shall disburse the same immediately to subcontractors without any requirement of the City to supervise the same. The City may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or materialmen prior to payment of progress payments or final payment. No contractual relationship shall exist between the City and any subcontractor because of the subletting of any part of the Project work.

Section 16. Changes in Contract Price. The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price will be determined by one or more of the following methods in the order of precedence listed below:

1. Unit prices previously approved, which are attached as **Exhibit B** and incorporated by this reference.

2. An agreed lump sum.

3. The actual cost of labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition there will be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work to cover the cost of general overhead and profit.

Section 17. Work Rules.

A. Contractor shall perform all work hereunder in keeping with the rules and regulations that the City may promulgate at any time for the safe, orderly, and efficient conduct of all operations.

B. The City shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the City, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.

C. Nothing contained in this Agreement shall constitute Contractor as being an employee of the City, nor shall any employment relationship between the City and Contractor be created by the terms hereof.

D. Contractor is responsible for the safety of any of its materials, tools, possessions, and rented items stored on the job site and for protection of the Project and shall hold the City and its authorized representatives harmless from any damage or loss incurred thereto.

E. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services, or instruments for whose actions Contractor is responsible hereunder.

F. No material, equipment, tools, supplies, or instruments other than those belonging to or leased by Contractor will be removed from the Project site by Contractor without the prior written approval of the City.

G. Contractor agrees to report immediately to the City, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor's performance.

Section 18. Illegal Aliens

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. 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 Agreement.

C. Verification.

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

2. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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

a. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. If Contractor does not currently employ any employees, Contractor shall sign the NO Employee Affidavit attached hereto.

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

IX. 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 the against all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal 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.

The Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims or demands at the sole expense of the Contractor, or at the option of the City, Contractor agrees to pay the City or reimburse the City for defense costs incurred by the City in connection with any such liability, claims, or demands. The Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

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.

Section 19. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

Section 20. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification, or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 21. Severability. If any term, section, or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 22. Waiver. No waiver any either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 23. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.

Section 24. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 25. Entirety. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings, or agreements pertaining to such matters are merged into, and are superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____
Kathleen Novak Date

Mayor, City of Northglenn

Title

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Date
City Attorney

CONTRACTOR:

By: _____
John Fingerlin
Print Name

P.M. / Estimator 20 Aug 2009
Title Date

11445 Riverdale Rd
Address

Northglenn, CO 80233
City, State, Zip Code

ATTEST:

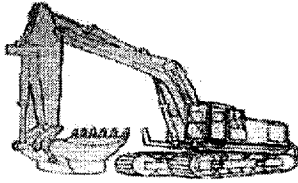
By: _____
Stanley Hoffman
Print Name

President 8-20-09
Title Date

City's Contract # _____

Kathleen Kvasnicka Risk Manager

Name of City's Project Manager



KEMP & HOFFMAN, INC.

11445 RIVERDALE ROAD
NORTHGLENN, CO 80233

PHONE: 303.294.0775 FAX: 303.294.0779



June 29, 2009

City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233-8061

Phone: 303 280-7819
Fax: 303 280-7878
e-mail: kkvasnicka@northglenn.org

Attention: Kathleen Kvasnicka, ARM-P Risk Manager
Proposal

Reference: Pedestrian Underpass Damage at Farmers Highline Canal and I-25
Subject: Remove damaged wall and railing and replace

We are pleased to have the opportunity to work with you on this project. We are enclosing for your review our scope of work. If there are any questions regarding this proposal please feel free to call us so we can go over them with you. Our scope of work has been developed from a site visit and supplied information from Western Engineering.

Our Scope of work is to include:

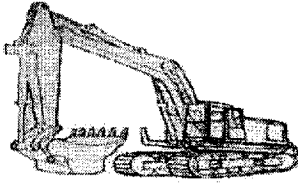
1. Work relating to providing temporary construction fencing around work area and materials, during the duration of the work.
2. Work relating to repair of Chain-link fence, approximately 16 linear feet.
3. Work relating to the Guard rail, approximately 75'
 - a. Remove damaged guardrail assembly, including (8) posts.
 - b. Work relating to furnish and installation of (8) embed plates.
 - c. Work relating to furnish and installation of missing posts and rails.
 - d. Replace guardrail assembly.
4. Work relating to Concrete.
 - a. Remove and replace approximately 8" by 10" wide by approximately 75' long of concrete wall and replace with new concrete.
 - b. Disposal of concrete.
 - c. Install pins into the existing concrete.
 - d. Install horizontal reinforcing in the new concrete.
5. Work relating to protecting of Canal during repairs.

Our proposal is based on:

1. Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void.
2. Unless included in this proposal, all bonding and/or extended insurance requirements are supplied at additional cost.
3. Over excavation and or abatement is not included but can be provided at an additional cost.
4. **New posts and guard rails will match as close as possible with, size, shape and galvanizing.**
5. Permits are not included, they can be provided upon request at an additional cost.

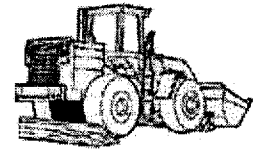
Our bid for the project as detailed in the above is: \$ 19,837.52

(Tax on materials is not included in anticipation of tax exempt certificate being supplied by the city of Northglenn.)



KEMP & HOFFMAN, INC.

11445 RIVERDALE ROAD
NORTHGLENN, CO 80233
PHONE: 303.294.0775 FAX: 303.294.0779



Reference: Pedestrian Underpass Damage at Farmers Highline Canal and I-25
Subject: Remove damaged wall and railing and replace

Pricing provisions /assumptions for proposal:

1. No provisions to meet ADA have been considered for this proposal.
2. No hazardous waste disposal or abatement has been considered.
3. All existing conditions are in compliance with applicable codes and building requirements.
4. Equipment and materials supplied by Kemp & Hoffman are warranted only to the extent that the manufacturers warrant the same.

Exclusions:

Damage for delays caused by others	Painting and Bonding
Core Drill and/or X-rays	Utility charges
Utility Abatement and or Repair	Site restoration
EPA or other environmental issues	Engineering
Hazardous waste disposal or abatement	Garbage removal
Work performed during other than normal work hours	Tax on materials

Clarifications:

1. All change orders are to be signed and approved prior to commencement of associated work.
2. Changes required by the building department, fire marshal, or any other authority having jurisdiction over this project will be treated as a change in project scope.
3. Pricing is based up payment of Net 30.
4. If a formal contract is required, its conditions must not deviate from this proposal without our permission.

Due to the current volatility of the steel and concrete market and the fact those industries are imposing surcharges on materials at time of shipment, after 30 days, Kemp & Hoffman reserves the right to review material pricing and potential schedule impact based on current material availability. Additional cost due to these increases and surcharge imposed at time of shipment will be added to the contract price. The surcharge will appear as a line item on your invoice. An evaluation along with an agreement regarding material increases will be made prior to making this proposal a contract.

Thank you for allowing us to work with you on this project.

Sincerely;

Accepted By:

John Fingerlin
Kemp & Hoffman Inc.

Name and Title

PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Kemp & Hoffman Inc.
(Prospective Contractor)

TO: CITY OF NORTHGLENN
c/o Tammy Guenther
11701 Community Center Drive
Northglenn, Colorado 80233

Project Name Pedestrian Underpass Damage at Farmers Highline Canal and I-25

Bid Number City of Northglenn June 29, 2009 Project No. _____
City of Northglenn Aug 3, 2009

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm 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 administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 20 day of August, 2009.

Prospective Contractor Kemp & Hoffman Inc

By: [Signature]

Print name John Fingerlin

Title: Project Manager / Estimator

Finance Dept Use Only	
Initials	_____
Date	_____
PO #	_____

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, Stanley Hoffman, am an owner/member/shareholder of Kemp & Hoffman a Corporation [specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- o A valid Colorado Driver's license or a Colorado identification card;
- o A United States military card or a military dependent's identification card;
- o A United States Coast Guard Merchant Mariner card;
- o A Native American tribal document;
- o In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or
- o Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

Stanley L Hoffman
Signature

8-20-09
Date

Stanley L Hoffman
Print Name

Finance Dept Use Only	
Initials	_____
Date	_____
PO #	_____