

SUBJECT: HOLE 13 CART PATH CONTRACT

- i. APPROVAL OF ADDITIONAL FUNDING FOR HOLE 13
CART PATH CONSTRUCTION**
- II. AWARD BID FOR HOLE 13 CART PART
CONSTRUCTION TO TRIPLE M CONSTRUCTION AND
APPROVE CONTRACT**

DATE: MAY 7, 2024

**PRESENTED BY: BRYON WEBER, PROJECT MANAGER
ADAM BLACKMORE, DIRECTOR
PARKS, RECREATION, AND OPEN SPACE DEPARTMENT**

SUMMARY:

An approximately 750 linear foot segment of cart path serving Hole 13 on the Coal Creek Course has been missing since the 2013 flood. The missing section of path causes continual problems for golfers and maintenance staff through uncontrolled wearing of the turf surfaces and inability to direct and restrict cart travel on this portion of the course. Reconstruction is complicated by adjacent homes, presence of the Coal Creek floodplain and limited construction access routes which are all cost factors for the project.

In partnership between Public Works and Parks, Recreation and Open Space Departments, staff have obtained engineered drawings for a new path alignment and completed a competitive bidding process for construction. Respondents were asked for a lump-sum price based on a set of drawings and specifications supplied by the City. The bids received are as follows:

<i>Company Name</i>	<i>Base Bid</i>
Triple M Construction	\$175,603.00
Goodland Construction	\$180,571.00
Integrated Site Services	\$180,891.12
Metro Pavers Inc.	\$231,085.60

Triple M Construction was the lowest bidder with a complete and accurate proposal.

To avoid further delays in replacement, staff requests an additional \$57,103 in capital funding to construct the project for the costs shown below. This includes a limited scope of engineering services required for permitting construction within the floodplain and an

SUBJECT: HOLE 13 CART PATH CONSTRUCTION**DATE: MAY 7, 2024****PAGE 2 OF 3**

approximately 10% project contingency for potential unexpected costs. Staff recommends the work be completed in 2024 while the low-bid contractor is mobilized in the City for other concrete projects, as it will likely be more cost effective to address now rather than delaying to a future year(s).

Should the funding increase not be approved, the Department(s) would need to pursue further funding via Capital Improvement Request. The segment would then need to be completed during a future fiscal year as additional funds are available, prolonging the overall completion date and subjecting the project to anticipated cost escalations in coming years.

FISCAL IMPACT:

The floodplain engineering, Hole 13 Cart Path Construction and 10% requested contingency are above the original budget for this project. Additional capital funding is requested as outlined below.

Note that the Coal Creek Golf Course operates as an Enterprise fund, however the current finances aren't able to support significant construction projects such as this.

Estimated Budget	
Acct. No. 301537-630115	\$141,000
Additional Capital Funding Requested	\$57,103
Total Budget: \$198,103.00	
Expenditures	
ICON Engineering (Floodplain Review/Approval)	\$5,000.00
Triple M Construction	\$175,603.00
Staff Requested Contingency (~10%)	\$17,500.00
Total Expenditures: \$198,103.00	
Budget Remaining	(\$0.00)

SCHEDULE:

To avoid disrupting the golf course during peak season, the contractor is required to complete the work in late-September with substantial completion anticipated in early-October. Staff will work with the Golf Course Maintenance and Operations teams to minimize impacts from closures.

PROGRAM/SUB-PROGRAM IMPACT:

The recommended contract supports Recreation program's goal to provide high-quality recreation and leisure activities and the Golf Course sub-program's goal of attracting and retaining golfers by offerings competitive amenities, continuous maintenance and professional management.

SUBJECT: HOLE 13 CART PATH CONSTRUCTION

DATE: MAY 7, 2024

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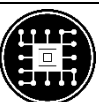
RECOMMENDATION:

Staff recommends City Council increase project funding by \$57,103, award the project to Triple M Construction per their bid of \$175,603, authorize staff to execute change orders up to \$17,500 as a ~10% project contingency and authorize the Mayor, City Manager, Parks, Recreation, and Open Space Director and City Clerk to sign and execute contract documents on behalf of the City. Staff has confirmed with the Finance Department that adequate fund balance is available in the Capital Project Fund. If approved, Fiscal Staff will appropriate the additional funds as part of the 5/7/24 budget amendment.

ATTACHMENT(S):

1. Triple M Construction bid submittal
2. Drawing showing proposed work areas and path alignment
3. Contractor Agreement

STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☐	 Reliable Core Services
☐	 Vibrant Economic Climate	☒	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

Bid Form

PROJECT: COAL CREEK GOLF COURSE HOLE 13 CART PATH PROJECT
PROJECT NUMBER: 301537-630115
OWNER: CITY OF LOUISVILLE, COLORADO

THIS BID IS SUBMITTED TO: CITY OF LOUISVILLE, COLORADO

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date):

Date	Number
2/22/24	1 MM
3/4/24	2 MM
3/13/24	3 MM
3/13/24	4 MM

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the General Conditions as provided in paragraph 4.2, and accepts the determination set forth in paragraph 4.2 of the General Conditions. BIDDER has inspected the site and has obtained conducted and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purpose.
- (d) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and

conditions of Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

- (e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - (f) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work in accordance with Contract Documents for the following price(s):

Schedule of Unit Prices

PROJECT: COAL CREEK GOLF COURSE HOLE 13 CART PATH PROJECT
PROJECT NUMBER: 301537-630115
OWNER: CITY OF LOUISVILLE, COLORADO

BASE BID

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	7,000 ⁰⁰	7,000 ⁰⁰
2	Erosion Control	LS	1	7,000 ⁰⁰	7,000 ⁰⁰
3	Traffic Control	LS	1	7,000 ⁰⁰	7,000 ⁰⁰
4	Remove Existing Sod and 4" Existing Material Below Sod	SY	336	56 ⁰⁰	18,816 ⁰⁰
5	Landscape Restoration – Regrade and Seed	SY	125	27 ⁰⁰	3,375 ⁰⁰
6	Unclassified Excavation	SY	504	52 ⁰⁰	26,208 ⁰⁰
7	Imported Borrow (Complete in Place)	TON	134	142 ⁰⁰	19,028 ⁰⁰
8	Structural Excavation and Backfill (Complete in Place)	TON	50	152 ⁰⁰	7,600 ⁰⁰
9	Furnish and Install Imported Topsoil (6")	TON	70	100 ⁰⁰	7,000 ⁰⁰
10	Furnish and Install New Sod	SF	3,024	7 ⁰⁰	21,168 ⁰⁰
11	Sawcut Joints	LF	756	2 ⁰⁰	1,512 ⁰⁰
12	New 6" Concrete	SF	4,536	11 ⁰⁰	49,896 ⁰⁰

BID TOTAL: 175,603⁰⁰

Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.

BIDDER acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work;

Will be substantially complete and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of Contract Days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security;
- (b) A list of Subcontractors and other persons and organizations proposed to perform the Work are required to be identified on the Schedule of Subcontractors and submitted in this Bid;
- (c) Anti-Collusion Affidavit; and
- (d) If BIDDER is a partnership, a list of all partners, their addresses, and their interest and role in the partnership business.

7. Communications concerning this Bid shall be addressed to:
The address of BIDDER indicated below.

7200 Quivas St
Denver CO 80221

8. Terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on March 20, 2024.

If BIDDER is:

An Individual

By _____
(Individual's Name)

(SEAL)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____
(Firm Name)

(SEAL)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

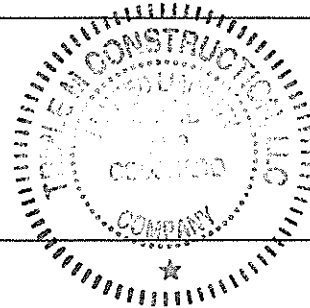
By Triple M Construction, LLC
(Corporation Name)

Colorado
(State of incorporation)

By Mabel Moreno
(Name of person authorized to sign)

President
(Title)

(CORPORATE SEAL)



Attest Martin Moreno
(Secretary)

Business address: 7200 Quiva St
Denver CO 80221

Phone No.: 720-331-6342

Date of Qualification to do business: September 2012

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

Phone Number and Address for receipt of official communications

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bid Bond

BIDDER (Name and Address):

Triple M Construction, LLC

7200 Quivas Street

Denver, CO 80221

SURETY (Name and Address of Principal Place of Business):

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004

OWNER (Name and Address):

City of Louisville

749 Main Street

Louisville, CO 80027

BID:

BID DUE DATE: 03-05-2024
PROJECT (Brief Description Including Location):
Coal Creek Golf Course, Hole 13 Cart Path

BOND:

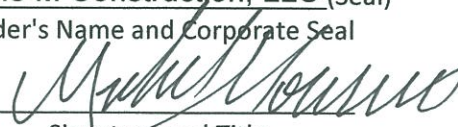
BOND NUMBER: BID
DATE: (Not later than Bid Due Date): March 5th, 2024
PENAL SUM: Five Percent (5%) of the Total Bid Amount

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Triple M Construction, LLC (Seal)

Bidder's Name and Corporate Seal

By: 
Signature and Title
Mabel Moreno, President

Attest: 
Signature and Title
Martin Moreno, Member

SURETY

Philadelphia Indemnity Insurance Company (Seal)

Surety's Name and Corporate Seal

By: 
Signature and Title
Tim Mitchell, Attorney-in-Fact

Attest: 
Signature and Title
William R. Greer, Attorney-in-Fact

Note: (1) Above addresses are to be used for giving requiring notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the properly executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2. All bids are rejected by Owner, or
 - 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirements of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint William R. Greer and Tim Mitchell of Trusted Advisors LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



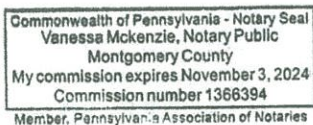
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of March, 2024

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the properly executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2. All bids are rejected by Owner, or
 - 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirements of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

Schedule of Subcontractors

PROJECT: COAL CREEK GOLF COURSE HOLE 13 CART PATH PROJECT
PROJECT NUMBER: 301537-630115
OWNER: CITY OF LOUISVILLE, COLORADO

This Bid is based on subcontracting certain portions of the work to subcontractors as listed below.

Name: N/A Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Name: _____ Telephone No. _____
Address: _____
City: _____ State: _____ Zip Code: _____
Services/equipment to be provided: _____

Anti-Collusion Affidavit

PROJECT: COAL CREEK GOLF COURSE HOLE 13 CART PATH PROJECT
PROJECT NUMBER: 301537-630115
OWNER: CITY OF LOUISVILLE, COLORADO

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf of my firm.

I further attest that:

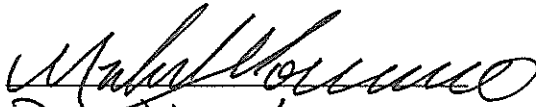
1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a BIDDER or potential prime BIDDER.
- 2A. Neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a BIDDER or potential prime BIDDER on this project and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the Bid of any other firm or person who is a BIDDER or potential prime BIDDER on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause, or induce any firm or person who is BIDDER or potential prime BIDDER to refrain from bidding on this project, or to submit a Bid higher than the Bid of this firm, or any intentionally high or noncompetitive Bid or other form of complementary Bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a BIDDER or potential prime BIDDER on this project to submit an intentionally high, noncompetitive, or other form of complementary bid on this project.
4. The Bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement, or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive, or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive, or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the OWNER of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

CONTRACTOR'S FIRM OR COMPANY NAME

SECOND CONTRACTOR'S FIRM OR
COMPANY NAME (IF JOINT VENTURE)

BY:



BY:

TITLE:

President

TITLE:

DATE:

3/20/24

DATE:

SWORN BEFORE ME THIS 20 DAY OF, March, 2024

NOTARY PUBLIC:



MY COMMISSION EXPIRES: 02/07/2028

Certification of EEO Compliance

PROJECT: COAL CREEK GOLF COURSE HOLE 13 CART PATH PROJECT
PROJECT NUMBER: 301537-630115
OWNER: CITY OF LOUISVILLE, COLORADO

Instructions: BIDDERS and Subcontractors must complete and submit this form with the Bid Form. This is required by the Equal Employment Opportunity Regulations 41 CFR 1.7 (b) (1).

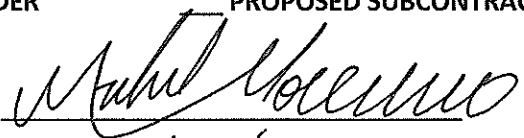
1. ☒ Yes ___ No I have developed and have on file at each establishment an affirmative action program as required by 41 CFR Chapter 60, Part 60-2.
2. ☒ Yes ___ No I have participated in a previous contract/subcontract subject to the equal opportunity clause.
3. ☒ Yes ___ No I have filed with the Joint Reporting Committee, the Director, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best of my knowledge.

CONTRACTOR

☒ BIDDER

☐ PROPOSED SUBCONTRACTOR

BY: 

TITLE: President

DATE: 03-20-24

City of Louisville Public Services Contract Addendum

Prohibition Against Employing Workers Without Authorization

PROJECT: COAL CREEK GOLF COURSE HOLE 13 CART PATH PROJECT
PROJECT NUMBER: 301537-630115
OWNER: CITY OF LOUISVILLE, COLORADO

Prohibition Against Employing Workers Without Authorization. Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with a worker without authorization, Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the worker without authorization; except that the 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 a worker without authorization.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

Contractor's Pre-Contract Certification
Regarding Employing Workers Without Authorization

PROJECT: COAL CREEK GOLF COURSE HOLE 13 CART PATH PROJECT
PROJECT NUMBER: 301537-630115
OWNER: CITY OF LOUISVILLE, COLORADO

The proposer of public services to the City of Louisville identified below (hereafter "the Proposer"), hereby certifies as follows:

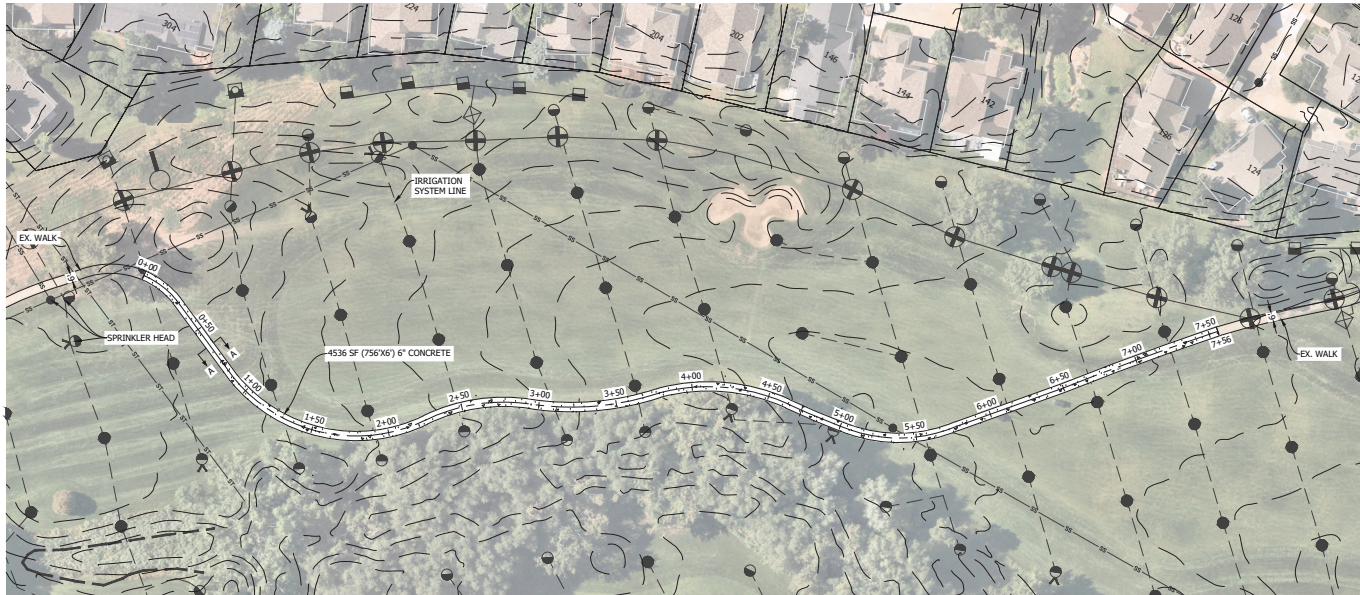
That at the time of providing this certification, Proposer does not knowingly employ or contract with an illegal alien; and that Proposer has participated in or attempted to participate in the Basic Pilot Program administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.

Dated this 20th day of March, 2024.

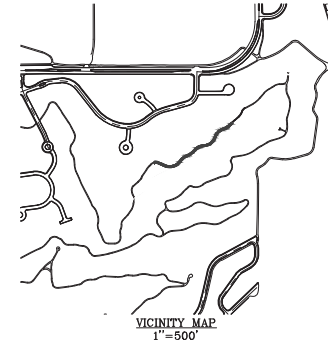
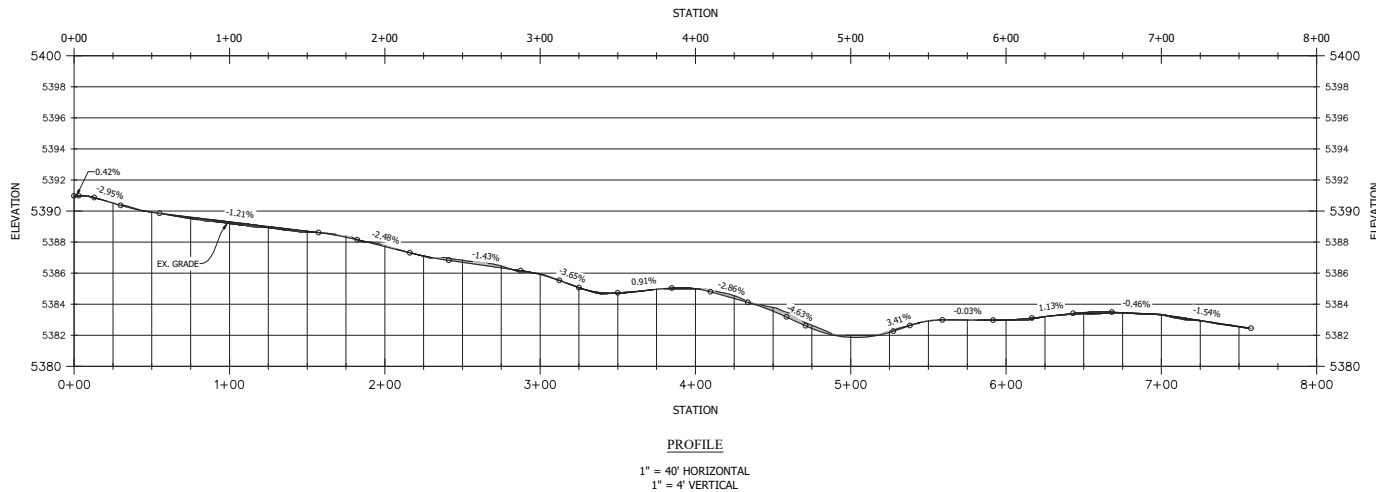
Proposer: Triph M Construction, LLC

By: Mahab Mollumo

Title: President

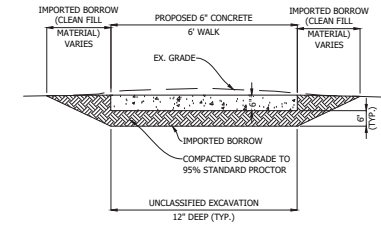


COAL CREEK GOLF COURSE - HOLE 13 PROFILE

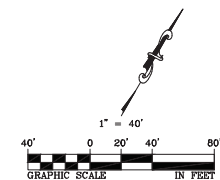


NOTES

1. PROVIDE #4 REBAR, CONTINUOUS, 18" ON CENTER, IN WALK AND CURB ADJACENT TO TREES AT LOCATIONS DIRECTED BY THE ENGINEER. REBAR SHALL EXTEND BEYOND EACH SIDE OF TREE, 10' MINIMUM, UNLESS OTHERWISE APPROVED BY THE ENGINEER. PROVIDE MASONITE OR OTHER APPROVED FORM MATERIAL IN CLOSE PROXIMITY TO TREES.
2. PROVIDE SAW CUT JOINTS AT 8' O.C.
3. PROVIDE 3" EXPANSION JOINT MATERIAL EVERY 96 FT (WITH SEALER).



SECTION A



Agreement

THIS AGREEMENT is made and entered into this 8th day of May in the year 2024 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

TRIPLE M CONSTRUCTION
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

Article 1. Work

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: COAL CREEK GOLF COURSE HOLE 13 CART PATH PROJECT
PROJECT NUMBER: 301537-630115

Article 2. Contract Times

- 2.1. The CONTRACTOR shall substantially complete all work within **24 Contract Days** from the date when the Contract Time commences to run as identified in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions.
- 2.2. **LIQUIDATED DAMAGES.** The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **ONE THOUSAND DOLLARS (\$1,000)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

Article 3. Contract Price

- 3.1. The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of ONE HUNDRED SEVENTY FIVE THOUSAND SIX HUNDRED THREE dollars (\$ 175,603.00) set forth in the Bid Form of the CONTRACTOR dated March 20, 2024.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

Article 4. Payment Procedures

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

- 4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

- 4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

- 4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

Article 5. Contractor's Representations

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 5.1. CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".
- 5.2. CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4. CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 5.5. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 5.6. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.7. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

- 5.8. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

Article 6. Contract Documents

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

- 6.1. Invitation to Bid.
- 6.2. Instruction to Bidders.
- 6.3. Bid Form.
- 6.4. This Agreement.
- 6.5. General Conditions.
- 6.6. Supplementary Conditions.
- 6.7. General Requirements.
- 6.8. Technical Specifications.
- 6.9. Drawings with each sheet bearing the title: **Coal Creek Golf Course Hole 13 Cart Path Project.**
- 6.10. Change Orders, Addenda and other documents which may be required or specified including:
 - 6.10.1. Addenda No. 1 to 4 exclusive
 - 6.10.2. Documentation submitted by CONTRACTOR prior to Notice of Award
 - 6.10.3. Schedule of Subcontractors
 - 6.10.4. Anti-Collusion Affidavit
 - 6.10.5. Certification of EEO Compliance
 - 6.10.6. Notice of Award
 - 6.10.7. Performance Bond
 - 6.10.8. Labor and Material Payment Bond
 - 6.10.9. Certificates of Insurance
 - 6.10.10. Notice to Proceed
 - 6.10.11. Contractor's Proposal Request
 - 6.10.12. Contractor's Overtime Request
 - 6.10.13. Field Order
 - 6.10.14. Work Change Directive
 - 6.10.15. Change Order
 - 6.10.16. Application for Payment
 - 6.10.17. Certificate of Substantial Completion
 - 6.10.18. Claim Release
 - 6.10.19. Final Inspection Report
 - 6.10.20. Certificate of Final Completion
 - 6.10.21. Guarantee Period Inspection Report
- 6.11. The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.
- 6.12. In the event of conflict between the above documents, the prevailing document shall be as follows:
 1. Permits from other agencies as may be required.

2. Special Provisions and Detail Drawings.
3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
4. Supplementary Conditions.
5. General Conditions.
6. City of Louisville Design and Construction Standards.
7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 7. Miscellaneous

- 7.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 7.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 7.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4. OWNER AND CONTRACTOR consent to the use of electronic signatures on the Contract Documents. This Agreement, and any other Contract Documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified under the Uniform Electronic Transactions Act, Title 24, Article 71.3, Part 1, C.R.S.; provided that, electronic records of, and electronic signatures on, any required bonds, including required Performance, Labor and Material Payment, and Warranty Bonds, must be acceptable to the Contractor's selected surety. The Parties agree not to deny the legal effect or enforceability of a Contract Document solely because the document is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of a Contract Document in the form of an electronic record, or a paper copy of an electronic document, or a paper copy or electronic record of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Article 8. Other Provisions

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by OWNER and CONTRACTOR.

This Agreement will be effective on May 8, 2024.

**OWNER: CITY OF LOUISVILLE,
COLORADO**

CONTRACTOR: _____

By: _____
Christopher M. Leh, Mayor

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____
Meredyth Muth, City Clerk

Attest: _____

Address for giving notices:

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

