

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 19
SERIES OF 2022**

**A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH A&M
RENOVATIONS, LLC FOR PHASE 2 OF THE TABOR OPERA HOUSE
REHABILITATION OF EXTERIOR ENVELOPE PROJECT**

WHEREAS, the City of Leadville (“City”) has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, the City has secured grant and other funding for Phase 2 of the rehabilitation of the exterior envelope of the City’s historic Tabor Opera House (“Project”); and

WHEREAS, the City issued an invitation for bids for the construction work (“Work”) for the Project on or about April 4, 2022 (“IFB”); and

WHEREAS, the City received one (1) timely bid for the Project; and

WHEREAS, the Project review committee evaluated the bid pursuant to the criteria set forth in the IFB and recommends that the City award the bid to A&M Renovations, LLC (“Contractor”); and

WHEREAS, Contractor has represented that it is qualified to perform the Work for the Project; and

WHEREAS, the City desires to approve and enter into construction contract (“Contract”) with Contractor so that Contractor may complete the Work for the Project, as more particularly described in the Contract, attached hereto as **Exhibit 1**, and other Contract Documents.

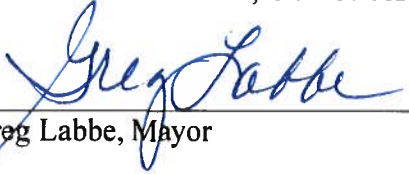
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO AS FOLLOWS:

Section 1. The Leadville City Council hereby: (1) approves the Construction Contract between the City and Contractor in substantially the same form as attached hereto as **Exhibit 1** for an amount not to exceed **Nine Hundred Forty-Nine Thousand seven Hundred Eighty-Four Dollars and No Cents (\$949,784.00)** (“Contract Sum”); (2) authorizes the City Attorney to make such changes to the Contract as may be necessary that do not materially increase the obligations of the City; (3) authorizes the Mayor to execute the Contract on behalf of the City when in final form; and (4) directs City staff to take the actions necessary to issue the Notice of Award and Notice to Proceed to the Contractor.

Section 2. **Effective Date.** This Resolution shall take effect upon its adoption by the City Council.

ADOPTED this 17th day of May 2022 by a vote of 7 in favor, 0 against,
0 abstaining, and 0 absent.

CITY OF LEADVILLE, COLORADO:



Greg Labbe, Mayor

ATTEST:



Deputy City Clerk

EXHIBIT 1
CONSTRUCTION CONTRACT

[See attached contract]



CONSTRUCTION CONTRACT

FOR THE FOLLOWING PROJECT:

TABOR OPERA HOUSE: REHABILITATION OF EXTERIOR ENVELOPE PHASE 2

City of Leadville Project No.: 2022-002

This Construction Contract (“Contract”) is made and entered into by and between A&M Renovations, LLC (hereinafter, “Contractor”), a Colorado limited liability company and having a principal office address of 5800 E. 58th Ave., Unit K, Commerce City, Colorado 80022, and the **CITY OF LEADVILLE** (hereinafter, “City” or “Owner”), a municipal corporation of the State of Colorado, having an address of 800 Harrison Avenue, Leadville, Colorado 80461 (collectively, the City and Contractor may be referred to herein as the “Parties” or individually as “Party”).

In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

PART 1 – WORK; TIME

1.01 The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all Work required by the Contract Documents.

1.02 This Contract shall be effective as of the date of its mutual execution by the Parties (“Effective Date”). The Contractor agrees to undertake the performance of the Work within **fifteen (15) days** following the date of the Notice to Proceed and agrees that the Work will be completed by **October 31, 2023** unless the contract time is extended by the City as provided in the Contract Documents.

1.03 The Parties agree that, in any section in which the Contractor prepares any document for “the approval of the City,” such subsequent approval by the City does not mean that City is responsible for the accuracy, thoroughness, or judgment contained in the document. The City does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the City is relying on the expertise of the Contractor for the timely completion of the Work required by the Contract Documents.

PART 2 – CONTRACT PRICE AND PAYMENT

2.01 The City shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Bid Form, not to exceed **Nine Hundred Forty-Nine Thousand seven Hundred Eighty-Four Dollars and No Cents (\$949,784.00)**. The amount the City has appropriated or otherwise secured for this Contract is an amount that is, at a minimum, equal to the Contract Sum stated in this paragraph.

2.02 The City shall make payments as set forth in Article 9 of the General Conditions, subject to the City's obligation to retain a portion of the payments until final completion and acceptance by the City of all Work included in the Contract Documents.

2.03 Prior to final payment, all Work specified by the Contract Documents must be completed. Payment shall be made only after the procedure specified by the General Conditions is completed.

2.04 The City represents that either an appropriation for the price specified in this Construction Contract has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

2.05 The Parties understand and acknowledge that the City of Leadville is subject to Article X § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of the funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City of Leadville and other applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.

2.06 Beginning on the Effective Date, Contractor may apply for payment to the Project Manager no more often than every thirty (30) days for Work completed. Upon issuance of a Certificate for Payment by the Project Manager, the City shall pay Contractor in accordance with Article 9 of the General Conditions.

2.07 Notwithstanding the foregoing, the Contractor understands and agrees that it shall submit all pay applications on forms provided by the City to the Tabor Opera House Preservation Foundation (TOHPF), which is providing Payment Management Services to the City for this Project, for processing, and the TOHPF shall remit payments to Contractor for Work completed pursuant to this Agreement.

PART 3 – CONTRACTOR'S REPRESENTATIONS

3.01 In order to induce the City to enter into this Construction Contract, the Contractor makes the following representations:

(a) The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Work, the location and site of the Work and any and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

(b) Contractor has carefully studied all physical conditions at the site and existing facilities affecting cost, progress or performance of the Work.

(c) Contractor has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and, if applicable, the written resolution(s) thereof by the City is/are acceptable to the Contractor.

(d) Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with any workers without authorization to perform work under this Contract. By entering into this Contract, Contractor certifies as of the date of this Contract that has confirmed the employment eligibility of all employees who are newly hired for employment and who will

perform work under the public contract for services through participation in the e-verify program or department program. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with a worker without authorization. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the worker without authorization within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Contract, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages otherwise provided by this Contract.

3.02 Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Construction Contract for a period of one (1) year or such other time that is specified in the Contract Documents after the date of acceptance of the Work by the City, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects. Contractor shall provide a performance, payment, maintenance and warranty bond that shall remain in effect until all defects are corrected as required by this paragraph.

PART 4 - CONTRACT DOCUMENTS

4.01 The Contract Documents, which comprise the entire Construction Contract between the City and the Contractor, are attached to this Construction Contract and made a part hereof by this reference, including:

- Invitation for Bids
- Instructions to Bidders
- Bid Bond
- Bid Form
- Bid Certification
- Notice of Award
- Notice to Proceed
- Construction Contract
- Construction Drawings
- Specifications
- Right-of-Way Standards
- Performance, Payment, Maintenance and Warranty Bonds
- General Conditions, including table of contents (rev. 5-13-2022)
- Construction Contract Addenda
- Change Orders, Change Order Directives, and Order for Minor Change in Work
- Insurance Certificates and Endorsements
- Tax-Exempt Certificates
- Other: _____

In the event of an inconsistency between any provisions of the Contract Documents, the more specific provisions shall govern the less specific provisions, and written addenda, change orders, or other modifications approved in writing by both Parties subsequent to the date of this Contract as set forth on page 1 hereof shall govern the original Contract Documents.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a modification, in writing, executed by the City and the Contractor as provided in Part 9 of this Contract and as otherwise provided in the Contract Documents.

PART 5 - PROJECT MANAGER AND SUPERINTENDENT

5.01 The Project Manager, for the purposes of the Contract Documents, is the following, or such other person or firm as the City may designate in writing:

Name: Kristine Hoehn, Principal, Hoehn Architects, P.C.
Address: PO Box 3250, Evergreen, CO 80437
Telephone: 303-282-3884
Email: hoehnarchitects@gmail.com

The Project Manager is authorized to represent and act as agent for the City with respect to City's rights and duties under the Contract Documents, provided, however, the Project Manager shall not have any authority to approve any Change Order or approve any amendment to the Construction Contract or Contract Documents, except for those minor Change Orders defined in paragraph 7.4.1 of the General Conditions, such authority being specifically reserved to the duly authorized official of the City having such approval authority pursuant to the City's Charter and ordinances. In the event of doubt as to such authority, the Contractor may request a written representation from the City Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the City.

5.02 The Contractor's Superintendent, for purposes of the Contract Documents, is the following and is subject to Article 3 (Section 3.9) of the General Conditions and such other obligations as the Contract Documents may specify:

Name: Andy Carlson, Project Executive, A&M Renovations, LLC
Address: 5800 E. 58th Ave., Unit K, Commerce City, CO 80022
Telephone: 720-435-6750
Email: andy@aandmrenovations.com

PART 6 - ASSIGNMENT

6.01 No assignment by a party hereto of any rights under or interest 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 the assignor from any duty or responsibility under the Contract Documents. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or

lender.

6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

PART 7 - GOVERNING LAW AND VENUE

7.01 This Construction Contract shall be governed by the laws of the State of Colorado and the ordinances of the City of Leadville.

7.02 This Construction Contract shall be deemed entered into in Lake County, State of Colorado, as the City is located in said county. The location for settlement of any and all claims, controversies and disputes arising out of or related to this Construction Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in Lake County.

PART 8 - LIQUIDATED DAMAGES

8.01 The City and the Contractor recognize that time is of the essence in this Construction Contract and that the City will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 1.02 above, plus any extensions thereof allowed by the City by written Change Order. They also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City the applicable amount set forth in the General Conditions for each day that expires after the time specified in paragraph 1.02 until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the City for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance, Payment, Maintenance and Warranty Bond shall pay such damages. In addition, and at the City's option, the City may withhold all or any part of such liquidated damages from any payment due the Contractor.

PART 9 - MODIFICATIONS

This Construction Contract shall be modified only by written Change Orders or Addenda agreed upon by the Parties hereto, duly issued in form approved by the City Attorney and in conformance with the other Contract Documents. Pursuant to Article 7 of the General Conditions, the Contract Sum and Contract Time may be changed by a Change Order only. The City shall not approve any Contract modification that increases the Contract Sum without providing Contractor written assurance that the City has appropriated funds for the additional amounts.

PART 10 - CONTINGENCY

This Construction Contract is expressly contingent upon the approval of the City of all of the terms set forth herein. In the event this Construction Contract is not approved in its entirety by the City, neither Party shall be bound to the terms of this Construction Contract.

The person or persons signing and executing this Construction Contract on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Construction Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

No officer or employee or agent of the City shall be personally responsible for any liability arising under or growing out of the Contract.

INSURANCE CERTIFICATES REQUIRED BY THE GENERAL CONDITIONS OF THIS CONTRACT SHALL BE SENT TO CITY OF LEADVILLE, ATTENTION: SARAH DAE, USING THE CONTACT INFORMATION PROVIDED IN THE INVITATION TO BID.

PART 11 – INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Contract, all personnel assigned by Contractor to perform work under the terms of this Contract shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person completing the Work hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney’s fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor’s employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees’ citizenship, withholdings, reports and record keeping. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers’ compensation benefits or any other amenities of employment to any of the Contractor’s employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

C. Insurance Coverage and Employment Benefits. The City will not include the Contractor as an insured under any policy the City has for itself. The City shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor’s employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers’ compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS’ COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.

D. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the City for any Employee Benefits; the Contractor will defend the City from any claim and will indemnify the City against any liability for any Employee Benefits for the Contractor imposed on the City; and the Contractor will reimburse the City for any award, judgment, or fine against the City based on the position the Contractor was ever the City’s employee, and all attorneys’ fees and costs the City reasonably incurs defending itself against any such liability.

PART 12 – MISCELLANEOUS PROVISIONS

12.01 Compliance with Laws and Regulations. All of the Work performed under this Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the City and shall commit no trespass on any public or private property in the performance of any of the Work identified in this Contract.

12.02 Severability. In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected, provided that the remaining provisions without the invalidated provisions are consistent with the Parties' intent. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

12.03 Retention and Open Records Act Compliance. All records of the Contractor related to the completion of the Work hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Contract, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this paragraph shall result in the immediate termination of this Contract by the City. For purposes of CORA, the City Clerk is the custodian of all records produced or created as a result of this Contract. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

12.04 No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

12.05 Headings. The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract.

12.06 Entire Agreement. The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any elected official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Project Manager and/or the Superintendent, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Contract.

12.07 Force Majeure. Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Contract if performance is made impractical or impossible, or unpredictably and abnormally difficult or costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, acts of God, civil unrest, failure of a third party to cooperate in providing services other than Contractor's subcontractors, or other occurrences beyond the reasonable control of the party invoking this Force Majeure clause. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal communication and in writing of the nature and extent of the contingency within

five (5) business days after its occurrence or discovery of its occurrence, and shall take reasonable measures to litigate any impact of the event that triggered the invoking of this Force Majeure clause. If the Force Majeure event shall impact schedule or increase the costs incurred by Contractor, such items shall be handled in accordance with Section 2 and 3.

12.08 Contract Controls. In the event a conflict exists between this Contract and any term in any exhibit attached or incorporated into this Contract, the terms in this Contract shall supersede the terms in such exhibit.

12.09 Release of Information. The Contractor shall not, without the prior written approval of the City, release any privileged or confidential information obtained in connection with the Services or this Agreement.

12.010 Survival. The Parties understand and agree that all terms and conditions of the Contract that require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

12.011 Binding Effect. The parties agree that this Contract, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this section shall not authorize assignment.

12.012 Protection of Personal Identifying Information. In the event the Work includes or requires the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

12.013 Authority. The individuals executing this Contract represent that they are expressly authorized to enter into this Contract on behalf of the City of Leadville and the Contractor and bind their respective entities.

12.014 Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

12.015 Acknowledgement of Grant Support.

- (a) Contractor shall ensure that a project sign provided by the City is displayed such that it can be easily read from the public right-of-way and is maintained in place throughout the term of the Project.
- (b) Contractor further agrees to acknowledge the Colorado Department of Local Affairs and State Historical Fund in any and all materials or events designed to promote or educate the public about the Work and the Project, included but not limited to press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract to be effective as set forth below.

CITY OF LEADVILLE, COLORADO:

By: Greg Labbe
Greg Labbe, Mayor

Date: 5/19/22

ATTEST:

Staci Lye
Deputy City Clerk

APPROVED AS TO FORM:

Ervin B. King
Assistant City Attorney

CONTRACTOR: A&M Renovations, LLC

By: Andy Carlson

Name: Andy Carlson

Title: 5/26/22

Date: Project Executive

STATE OF COLORADO)
) ss.
COUNTY OF Lake)

The foregoing Construction Contract was acknowledged before me this 26th day of May, 2022, by Andy Carlson (printed name) as Project Executive (title) of A&M Renovations, LLC.

Witness my hand and official seal.

My commission expires: 7/22/2024.

Lori Tye

Notary Public
(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))



A&M Renovations, LLC

TO: City of Leadville
800 Harrison Avenue
Leadville, CO 80461

RE: Tabor Opera House - Rehabilitation of the Exterior Envelope Phase Two
IFB No. 2022-002
Bid Submission

DATE: 5.6.22

A&M Renovations, LLC is pleased to submit the attached bid for the Tabor Opera House Rehabilitation project.

The following documents are included in this bid packet.

- Bid Form
- Scaffold Allowance
- Contractor's Qualifications Statement
- Corporate Resume, A&M Renovations
- Bid Bond in the amount of 5% of the Bid Price.

Having successfully completed Phase One of the Tabor Opera House Exterior Envelope Rehabilitation project, we would propose to perform Phase Two utilizing a similar project team, with key personnel to include the following:

Project Executive	Andy Carlson, A&M Renovations
Site Supervisor (Masonry Work)	Thaddeus Hust, Agave Landscapes and Masonry
Site Supervisor (Window Work)	Derek Bell, Heritage Window Restoration

Please note that, since the completion of Phase One, Heritage Window Restoration has purchased A&M Renovations. Accordingly, whereas these two companies formed a Joint Venture to perform Phase One, A&M Renovations will serve as the contracting entity on Phase Two, under the ownership of Heritage Window Restoration.

We thank you for considering our bid, and look forward to working with you on this project.

Greg Connor
Owner, A&M Renovations, LLC
Owner, Heritage Window Restoration, LLC

Andy Carlson
Project Executive, A&M Renovations, LLC

5800 E. 58th Avenue Unit K
Commerce City, CO 80022
andy@aandmrenovations.com
720-435-6750

III. BID FORM
(complete and submit with bid)

PROJECT IDENTIFICATION: **TABOR OPERA HOUSE:
REHABILITATION OF EXTERIOR
ENVELOPE PHASE 2**

CONTRACT IDENTIFICATION NUMBER: Project #2022-002

THIS BID IS SUBMITTED TO: City of Leadville
800 Harrison Avenue
Leadville, CO 80461

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Construction Contract with City in substantially the form included in the Bid Documents and to perform and furnish all work as specified or indicated in the Bid 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 Bid Documents and any other 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 shall remain open for forty-five (45) days after the day of the Bid opening. Bidder will sign and submit the Construction Contract with the Performance, Payment, Maintenance and Warranty Bond and other documents required by the Bidding Documents within ten (10) days after the date of City's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Construction Contract, that:
 - (a) Bidder has examined copies of all the Bidding Documents, including the Construction Contract and General Conditions, and any Addenda (acknowledged in the Bidder's Certification).
 - (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, if any, of subsurface conditions and drawings of physical conditions which are identified in the Bid Documents and understands the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
 - (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) 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; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purpose.

- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Utilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Utilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Utilities 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.
 - (f) 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.
 - (g) Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Bidder.
 - (h) 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 a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City; and
4. Bidder will complete the Work, as defined by City to include any or all of the following schedules, for the following price(s):

Nine hundred forty-nine thousand seven hundred eighty-four dollars and no cents (\$949,784.00)* **

***Because not all engineering required for installing scaffold above the Lifetime Fitness building will be completed prior to the Bid Date, the Lump Sum Bid Price above includes an allowance of \$66,550 for all expenses connected with designing, shoring, installing, and renting this portion of the scaffold. Please see the attached Scaffold Allowance sheet for more detail.**

END OF SECTION

****Bid price includes all labor and materials to install two temporary walls in Opera House to protect historic stage sets. Bid price does not include labor to assist with moving the sets.**

IV. BID CERTIFICATION

(complete and submit with bid)

To: City of Leadville, Colorado (hereinafter called "CITY").

From: A&M Renovations LLC (hereinafter "Bidder"),
organized and existing under the laws of the State of Colorado doing business
as LLC [enter type of corporate entity here].

The Bidder, in compliance with the City's Invitation to Bid and Instructions to Bidders, hereby proposes to perform all Work in strict accordance with the Contract Documents within the time set forth therein, and at the prices stated on the included Bid Form as totaled herein (the "Bid").

By submission of this Bidder's Certification, Bidder certifies, and in the case of a joint venture each party thereto certifies as to his own organization, that the Bid has been arrived at independently, without consultation, communication, or agreement as to any matters relating to this Bid with any other Bidder or with any competitor.

The undersigned, having thoroughly inspected the existing conditions in the Project area affecting the cost of the Work and having thoroughly examined all of the Contract Documents, together with all other forms, attachments, and information required or otherwise submitted with this Bid, hereby offers to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services and to perform and complete all work required for:

City of Leadville Project No. 2022-002

Project Description:

Furnish all labor, equipment, supplies, and material as necessary for the exterior rehabilitation of the historic Tabor Opera House located at 308 Harrison Avenue, Leadville, CO 80461, as stated in the Drawings and Project Manual included with this Invitation to Bid. More specifically, the Work includes the rehabilitation of the masonry and windows on the east (rear) and north elevations, both of which are highly deteriorated, and the preservation of a ghost painted sign at the west end of the north elevation. Additional information is located in Section 24, Scope of Work of the Instructions to Bidders.

It is understood by the Bidder that the City reserves the right to reject any or all bids (including if the cost of the Bid exceeds budgeted funds), or portions of work bid, or to use any of the methods stated in the Instructions to Bidders to obtain the most advantageous bid price. Bidders must bid all items, additive schedules, alternatives, and supplementary unit price schedule as contained in the Bid Form.

The Bid is based on subcontracting certain major portions of the work to subcontractors as listed below:

Item No.	Subcontractor	License Number
<u>Masonry</u>	<u>Agave Landscapes & Masonry</u>	<u>N/A</u>
<u>Scaffold</u>	<u>Edge Scaffolding Service</u>	<u>N/A</u>
<u>Windows</u>	<u>Heritage Window Restoration, LLC</u>	<u>N/A</u>

(Add additional names on separate sheet, if necessary.)

In addition, by submission of Bidder's Bid and this Bidder's Certification, Bidder certifies as follows:

1. Bidder understands that the City reserves the right to reject any or all Bids and to waive any informalities in the bidding process.
2. The Bidder agrees that this Bid shall be good and will not be withdrawn for a period of forty-five (45) calendar days after the scheduled date and time for opening Bids. If written notice of the acceptance of this Bid is mailed or otherwise delivered to the undersigned within this period, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver a Construction Contract in the prescribed form and furnish the required Performance Bond within ten (10) days after the date of the Notice of Award.
3. The Bidder has not colluded with any person in respect to this Bid or any other bid or the submitting of bids for the Construction Contract for which this Bid is submitted.
4. The Bidder is submitting, or will submit upon request, such additional proof as the City may require that Bidder is qualified to perform the Work in accordance with these Contract Documents with this Bid.
5. To the extent required by state law, by submitting a Bid, the Bidder certifies that at the time of Bid submission it does not knowingly employ or contract with worker without authorization and that Bidder will participate in either the e-verify program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program administered by the Colorado Department of Labor and Employment in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under the Construction Contract.
6. Bidder agrees to execute the Construction Contract and accept the General Conditions in substantially the form presented in the Bid Documents.

The undersigned Bidder hereby agrees to be ready and to execute the Construction Contract in conformity with his Bid and also to have ready and to furnish at that time the attached Performance, Payment, Maintenance and Warranty Bond in an amount not less than the full amount set forth in the attached Bid Form.

The Contractors Bonding* (surety name), a corporation of the State of IL, is hereby offered as surety on said bond. If such surety is not approved by the City, another and satisfactory surety company shall be furnished.

Enclosed herewith is Bid Security, as defined in the attached Instructions to Bidders, in the amount of \$47,489.20, which Bid Security the undersigned Bidder agrees is to be paid to and become the property of the City, as liquidated damages, and not as a penalty, to compensate the City for actual costs, delay and the difference between this Bid and the next lowest acceptable bid, should this Bid be accepted and the Construction Contract awarded this Bidder and should Bidder fail to enter into the Construction Contract in the form prescribed or fail to furnish the required Performance, Payment, Maintenance and Warranty Bond within ten (10) days as required.

The undersigned Bidder acknowledges receipt of the following addenda:

Addendum No. 1 Date 4/21/22 Initial by Bidder gpc

Addendum No. 2 Date 5/2/22 Initial by Bidder gpc

Addendum No. _____ Date _____ Initial by Bidder _____

Addendum No. _____ Date _____ Initial by Bidder _____

The undersigned Bidder certifies that Bidder and each of its subcontractors possess an adequate supply of qualified workers and satisfactory equipment to perform the Work specified in the Contract Documents; that there is no existing or impending dispute between it and any labor organization; and that it is prepared to comply fully with the provisions contained in the Contract Documents.

This Bid is submitted upon the declaration that neither Bidder nor, to the best of Bidder's knowledge, any of the members of Bidder's firm or company have taken any action in restraint of free competitive bidding in connection with this Bid.

Dated at A&M Renovations, LLC this 6th day of May, 2022.

Signature of Bidder: 

If an Individual: Gregory P Connor

doing business as A&M Renovations, LLC

If a Partnership: _____

by _____, General Partner.

If a Corporation: _____ a
_____, Corporation

by _____, President.

Attest:

Secretary

[Corporate Seal]

Business Address of Bidder 5800 E. 58th Avenue Unit K

City, State, Zip Code 80022

Telephone Number of Bidder 303-482-7532

Email of Bidder greg@heritagewindowrestoration.com

END OF SECTION

A&M Renovations, LLC

TABOR OPERA HOUSE SCAFFOLD ALLOWANCE

It will not be possible to provide Fixed Bid pricing for the installation of scaffolding on the north elevation of the Tabor Opera House above the Lifetime Fitness building, since this scaffolding will have to be engineered, whereas an engineer cannot be retained until the project is under contract. A&M Renovations has therefore included the following Scaffold Allowance in its Lump Sum Bid Price, broken into the line items below. Actual billing for all expenses associated with designing, shoring, installing, and renting the scaffold above the Lifetime Fitness building will be calculated using the Cost Plus formula below. Expenses associated with all other scaffolding on this project are included in the Fixed Bid.

Allowances

1. Scaffold engineering (Fall, 2022)	\$ 5,000
2. Install scaffold shoring in Lifetime Fitness Building and all other scaffold prep (Spring 2023)	\$ 17,500
3. Scaffold installation and rental, above Lifetime Fitness building only (Summer 2023)	\$ 38,000
4. Contractors Fee (10%)	\$ 6,050
<hr/>	
Total Scaffold Shoring Allowance	\$ 66,550

Lump Sum Bid Price

Fixed Bid	\$ 883,234
<u>Scaffold Allowance</u>	<u>\$ 66,550</u>
Total Lump Sum Bid	\$ 949,784

Cost Plus Formula

All expenses associated with designing, shoring, installing, and renting the scaffold above the Lifetime Fitness building—to include consultants, subcontractors, materials, labor, general conditions, and all other related expenses—to be billed at actual cost, plus 10% Contractor’s Fee.

IX. CONTRACTOR'S QUALIFICATION STATEMENT
(complete and submit with bid)

Andy Carlson Project Executive
 NAME TITLE

A&M Renovations, LLC 720-435-6750
 COMPANY PHONE

5800 E. 58th Avenue Unit K Commerce City, CO 80022
 ADDRESS CITY/STATE/ZIP

5/6/22
 DATE

1. Provide the names of four or more projects listed on the National Register of Historic Places, the Colorado State Register of Historic Properties, locally designated, or contributing to an historic district and of similar nature and scope to this project that you have completed within the past ten years and that were in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Similar scope items include historic brick and stone masonry restoration/rehabilitation and historic window restoration/rehabilitation. List the similar historic preservation trade skills and construction practices involved with each project.

a. Project Name Location Year Cost Owner Name/Phone #

Tabor Opera House Exterior Envelope Phase 1, Leadville, 2020-21, \$1.4M, TOHPF

List similar trade skills or practices: Masonry, window restoration

b. Project Name Location Year Cost Owner Name/Phone #

Ponderosa Lodge, Black Forest CO, 2020, \$142,747, La Foret Conference & Retreat

List similar trade skills or practices: Masonry, window restoration Center, 719-217-3545

c. Project Name Location Year Cost Owner Name/Phone #

Amache Relocation Center, Granada CO, 2020, \$244,275, Colo. Pres. Inc, 303-893-4260

List similar trade skills or practices: window restoration

d. Project Name Location Year Cost Owner Name/Phone #

Briggsdale Work Center, Briggsdale CO, \$152,583, 2020, Nat. Forest Service, 970-295-6619

List similar trade skills or practices: window restoration

2. Provide names of key personnel and subcontractors to be employed on this project. Indicate the projects listed in Item 1 in which they were involved. On attached sheets, provide brief resumés of each person, describing specific experience and qualifications that will indicate ability to perform work required on this project.

Names	Years of Experience	No. of years associated with you or as your subcontractor	Projects in Item 1 that they have worked	Project Role
a. Andy Carlson	21	principal	all	Project Executive
b. Thaddeus Hust	28	3	Tabor, Ponderosa	Mason, Site Super
c. Greg Connor Derek Bell	16 8	4	Tabor, Ponderosa Amache	Windows
d.				
e.				

3. Provide name and address of subcontractor(s). Provide required information about the subcontractor(s) in Section 2.

Agave Landscapes and Masonry, 6690 CR 109, Salida CO 81201

Heritage Window Restoration, 5800 E. 58th Ave Unit K, Commerce City, CO 80022

Edge Scaffolding, 6638 W. Ottawa Ave, Littleton CO, 80128

CORPORATE RESUME

In 2018, historic preservation veterans Andy Carlson and Mike Sherwood teamed up to form A&M Renovations, LLC, a general contracting company that specializes in the renovation, restoration, and preservation of historic structures. In 2022, Heritage Window Restoration purchased A&M Renovations, adding a general contracting component to this leader in the preservation of historic windows. Andy and Mike continue to lead A&M Renovations under this new ownership; their resumes are below.

Andy Carlson

Biography

Andy began his career by earning a Ph.D. in Philosophy at Penn State. In 2001, he helped a friend fix up a historic house in Denver's Washington Park neighborhood, and thus entered into his construction career. Soon earning his Contractor's License, he set up his own remodeling company, specializing in the renovation of historic homes throughout the Denver area. Wanting to get into historic preservation proper, in 2008 he took a job with a window restoration company and became well versed in the restoration of historic wood windows. The following year, he joined Wattle & Daub Contractors, a historic preservation specialist, where he served for nine years as carpenter, Project Manager, and ultimately shareholder and Director of Operations. In 2018, Andy formed A&M Renovations, LLC with Mike Sherwood. In 2022, Andy and Mike both joined Heritage Window Restoration, LLC.

Professional Certifications

- Contractors B License, City Loveland, Pikes Peak Regional Building Department, Las Animas County
- OSHA 30-Hour Certification
- Certified to handle lead paint under the EPA's Repair, Renovate, Paint (RRP) program

Historic Projects of Note

- | | |
|-------------------------------|------------------------|
| • Ludlow Memorial Site | Ludlow, CO |
| • Tabor Opera House | Leadville, CO |
| • Amache Relocation Center | Granada, CO |
| • Ault Area Historical Museum | Ault, CO |
| • Briggsdale Work Center | Briggsdale, CO |
| • North London Mill Office | Alma, CO |
| • Eads Gymnasium | Eads, CO |
| • Ponderosa Lodge | Colorado Springs, CO |
| • Logan County Courthouse | Sterling, Colorado |
| • Avery Block Building | Fort Collins, Colorado |
| • Wyoming Frontier Prison | Rawlins, Wyoming |
| • First Presbyterian Church | Sterling, Colorado |
| • Loveland Feed & Grain Bldg. | Loveland, Colorado |
| • Parker Consolidated School | Parker, Colorado |

Mike Sherwood

Biography

Since beginning his career as a steelworker in the United States Navy, Mike Sherwood has accumulated 36 years of experience as a carpenter, construction supervisor, and general contractor. His work over the years has included such diverse projects as the restoration of historic residences in California, the construction and maintenance of research facilities in Antarctica, and the construction and remodeling of mountain homes in Colorado. From 2007 until early 2014, Mike was the owner and operator of Sherwood Builders in Fort Collins, during which time he completed numerous commercial and residential construction projects, including construction from the ground up of a 3000-square foot timber-framed residence. In the spring of 2014, Mike joined Wattle & Daub Contractors, where he served as Project Manager for 3 years. Notably, he supervised the restoration of the south and west wings of the Paris Mill in Park County. In 2018, Mike formed A&M Renovations, LLC with Andy Carlson. In 2022, Mike and Andy both joined Heritage Window Restoration.

Professional Certifications

- Class A Commercial Contractor, Park County, CO
- Contractor's "C" Residential Contractor License & Supervisor's Certificate, City of Fort Collins
- Class "B" General Contractor's License, Larimer County

Historic Projects of Note

- Paris Mill Alma, CO
- Ludlow Memorial Site Ludlow, CO
- Tabor Opera House Leadville, CO
- Amache Relocation Center Granada, CO
- North London Mill Office Alma, CO
- Ponderosa Lodge Colorado Springs, CO
- Eads Gymnasium Eads, CO
- Briggsdale Work Center Briggsdale, CO
- Schweiger Ranch Lone Tree, CO
- King Ranch Albany County, WY
- Chautauqua Auditorium Boulder, CO