



A Housing Authority Since 1966

**BOULDER HOUSING PARTNERS
INVITATION FOR BIDS**

**Capital Improvement Program
BHP Arapahoe East Apartments**

**Exterior Envelope Renovation
including**

**Siding Replacement, Window and Trim Replacement, Stair Tower Replacement,
Concrete Work, Flooring, Painting, Light Fixture Replacement, Gutter and
Downspout Replacement**

BHP Project IFB #14-2010

Sealed Bids—Due Thursday July 29, 2010 at 1:00 pm

Sealed bids will be received by Boulder Housing Partners (BHP) located at 4800 Broadway, Boulder, Colorado 80304 until 1:00 p.m. on Thursday July 29, 2010 for the project IFB #14-2010, BHP Arapahoe East Apartments, Exterior Envelope Renovation. Bids will be publicly opened and read. Bidders are invited, but are not required, to attend the opening.

Bids shall be submitted in a sealed envelope, plainly marked **Bid for Project #IFB 14-2010**, Arapahoe East Exterior Envelope Renovation, and addressed to:

Laura Sheinbaum
Boulder Housing Partners
Asset Management Department
4800 North Broadway
Boulder, Colorado 80304

Bids must be date and time stamped by the receptionist at BHP prior to 1:00 pm on Thursday July 29th. Any bids not date and time stamped by this time will not be considered. All bids shall be signed, enclosed in a sealed envelope, and filed as stated in this advertisement. No bidder shall submit more than one bid.

Bid Documents—Available Thursday July 8, 2010 at 12:00 pm

Bid documents are available on the BHP website, www.boulderhousing.org, after 12:00 pm on Thursday July 8, 2010. Bid documents including General Conditions will also be available for pickup after 12:00 p.m. on Thursday July 8, 2010 at Rocky Mountain Blueprint and Supply, 2460 30th St., Boulder, Colorado 80301. Please call in advance to order the number of sets of bid documents requested. Bid sets are limited to three per order. If you wish to obtain the bid documents electronically, please contact Odell Architects at 303 670-5980 to make this request. Any questions regarding the scope of work can be directed to the BHP architect, Jamie Miller, Odell Architects, 303 670-5980.

Mandatory Pre-Bid Conference and Site Tour—Thursday July 15, 2010 at 10:00 am

A mandatory pre-bid conference will be held at the site at 10:00 a.m. on Thursday July 15, 2010. Failure to attend the mandatory pre-bid conference and site tour will preclude the contractor from submitting a bid. In addition, general contractors arriving after 10:15 a.m. will be considered not in attendance and will be precluded from submitting a bid. Directions to Site: Driving North on Highway 36 into Boulder, take Foothills Parkway going North. Turn right at Arapahoe Avenue. Turn right at the 2nd driveway on the south side of Arapahoe. The building address is 4610 Arapahoe.

Clarification Deadline—Thursday July 22, 2010 at 5:00 pm

The deadline for questions and requests for clarification will be Thursday July 22, 2010 at 5:00 p.m. All requests for clarification must be submitted to the architect by email at jmiller@odellarchitects.com. All responses will be posted on the BHP website by 5:00 pm on Friday July 23, 2010.

Scope of Work

The work proposed within these construction documents is the first of a multi-phase redevelopment that will occur over the next three years. The scope of work consists of the following. Please refer to the specifications for the details of these work items.

1. **Stair Tower Replacement**
2. **Siding Replacement**
3. **Window and Trim Replacement**
4. **Concrete Work**
5. **Flooring**
6. **Painting**
7. **Light Fixture Replacement**
8. **Gutter and Downspout Replacement**

Schedule

Contractors are requested to provide their best estimate of time required to complete the work of the contract. This information will not be considered as part of the bid process so long as the bidder proposes to finish the work prior to November 30, 2010. Agreement on substantial and final completion will be reached at the time the contract is signed.

Contractor Responsibilities

1. Payment of Davis/Bacon wages for its employees;
2. This project is required to follow the buy American requirements of Section 1605 of the recovery act and use only iron, steel and manufactured goods produced in the United States in this project.
3. Hiring and supervising any sub-contractors as necessary to complete the work;
4. Submitting timely and complete paperwork for pay-outs distributed. BHP will require certified payrolls be submitted on a weekly basis;
5. Working with BHP staff to coordinate notification to residents regarding work schedules; and
6. Developing and updating a project timeline and communicating with the Architect and BHP staff on a regular basis.
7. All units will be occupied during construction. Selected contractor to propose and verify schedule and safety plan with owner and architect prior to commencing work.

Submission Requirements

1. Submittal Letter
2. Provide documentation that, as a general contractor, bidder has completed projects of a similar nature within the past 2 years. Failure to submit these items will result in the bid being rejected at bid opening.
3. Three references for which the firm has performed related work for in the last two years.
4. Proof of General Liability and Workman's Comp Insurance coverage.
5. Organizational chart or description, include principals and the individual who will be responsible for work under this Invitation to Bid and their qualifications.
6. Listing of sub-contractors, if appropriate, including their qualifications.
7. Experience managing projects to federal requirements such as Davis-Bacon Act and Section 3. Please include in your submission a prediction of your use of "eligible residents" and "eligible business concerns". An eligible resident is a low or very low income resident residing in the region. An eligible business concern is a business that is at least 51% owned by eligible residents or at least 30% of its full time employees include persons who are eligible residents or were eligible residents at their date of hire with the business.
8. Insurance Company Name, address, phone, fax, and email.

9. Proof of General Liability, Workers Compensation, Automobile Insurance, and Pollution Insurance (if applicable). Appropriate limits for insurance are as follows:
 - **Commercial General Liability:** Minimum of \$150,000 per person and \$1,000,000 per occurrence.
 - **Worker's Compensation Insurance:** Equal to or at least \$100,000 per employee.
 - **Automotive Insurance:** Minimum of \$100,000/\$300,000 for bodily insurance and \$50,000 for property damage.
 - **Pollution Insurance:** Recommended minimum coverage of \$1,000,000 per occurrence. Only necessary if contractor spraying or applying chemicals outdoors.
10. HUD Form 5370, General Conditions, Attachment
11. Bid Bond: Each bid shall be accompanied by a money order, certified check, or bid bond payable to Boulder Housing Partners in the amount of not less than five percent (5%) of the total amount of the bid. No bid will be considered unless accompanied by such deposit. Such check or bid bond shall be forfeited to BHP if the bid is accepted and the bidder fails to sign a contract within fifteen days of acceptance. All the documents are on the BHP website except for #6 below (www.boulderhousing.org).
12. Acknowledge any addenda on Bid Form;
13. Submit a completed Non-Collusive Affidavit;
14. Submit a completed Bid Form as furnished by BHP at the end of this document.

Bid Evaluation and Follow-Up for Apparent Low Bidder

1. BHP reserves the right to verify that the low bid meets specification requirements as outlined in this Invitation to Bid and that the contractor has the expertise to complete the job as bid.
2. Apparent low bidder will be notified in writing of this fact. Within four (4) business days of this written notification, the apparent low bidder shall furnish BHP the following:
 - a. Completed HUD Form 5369-A, Representations, Certifications, and Other Statements of Bidders; and
 - b. Completed HUD Form 2530, Previous Participation Certification.

3. Failure to submit these items in the required time will result in the apparent low bid being rejected and BHP would then follow the same process with the next apparent low bidder.
4. The bidder to whom a contract is awarded will be required to furnish a Performance Bond and a Payment Bond to BHP. The Performance Bond and the Payment Bond shall be furnished in the amount of one hundred percent (100%) of the contract amount in conformity with the requirements of the contract documents.

General Information and BHP Reservation of Rights

1. **Submittal Rejection:** BHP has the right to reject any and all submittals and waive any irregularities therein, if it is found to be in the best interest of Boulder Housing Partners. Submittals not received by the required deadline are ineligible for consideration and will not be opened. Boulder Housing Partners may change the deadline at any time in order to assure adequate review of the submittals.
2. **Limitation of Liability:** Bids shall be prepared at the bidder's expense and become a BHP record and therefore public record.
3. **Minimum Bid Requirements:** IF BHP determines that the lowest bidder does not meet the minimum bid requirements, the bid may be rejected. Technical irregularities in the bid requirements may be waived if BHP determines that such waiver does not compromise the integrity of the bidding process.
4. **Open Records:** Bidders may inspect the bids after the contract award in accordance with the provisions of the Colorado Public Records Act. However, if BHP determines that all bids should be rejected and a re-bid is necessary, it may hold the bid in confidence until the re-bid has been completed.
5. **Davis Bacon Wages:** Due to sources of funds, Davis/Bacon wages will apply to the construction phase of work to be performed. Current schedule of wages rates is available at the following Website: <http://www.wdol.gov/wdol/scafiles/davisbacon/CO16.dvb>. A link is also available on under the Bids/RFP tab of BHP's website, www.boulderhousing.org.
6. **HUD Section 3:** Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u): Section 3 requires that employment and other economic opportunities generated by certain HUD financial assistance shall to the greatest extent feasible be directed to: 1) low and very low income persons, particularly those who are recipients of government assistance for housing; and 2) businesses which provide economic opportunities to low and very low-income persons. Any employment generated by this contract shall be listed in Workforce Boulder County's Connect in Colorado website at www.connectingcolorado.com. BHP

provides a preference to those companies that can demonstrate that they have in place a policy to recruit and hire recipients of housing assistance.

7. **DUNS Number:** Vendors will be required to obtain a Data Universal Numbering System (DUNS) number if selected as a contractor for ARRA funded projects. If you need a DUNS number, visit D&B at <http://fedgov.dnb.com/webform?rfid=fedrep?rfid=fedrep>. Dun & Bradstreet (D&B) provides a Data Universal Numbering System (DUNS) Number, a unique 9-digit identification number, for each physical location of a business or organization. Using the DUNS Number as a unique identifier for your organization helps the Government know the business or organization submitting reporting information to FederalReporting.gov.
8. **Sales Tax:** According to Boulder Revised Code 3-2-17d, the City Manager shall waive sales and use taxes otherwise payable under this chapter on construction projects for the rehabilitation of housing for low income persons whose income does not exceed thirty-five percent of the area median income for Boulder County. However, the city has not consistently applied this language to BHP renovation projects. Therefore please bid including both sales and use tax in total bid.
9. Confidential date, if identified as such in the bid, will be held confidential upon request, if the request is made a part of the bid and if the Boulder City Attorney determines that the date meets the requirements of the Colorado Public Records Act.
10. **Withdrawal of Bid:** No bids may be withdrawn within a period of forty-five days after the date set for the bid opening, but a bid may be withdrawn up to twenty-four hours prior to the deadline for submitting bids.
11. **Liquidated Damages:** Liquidated damages for this project are \$100 per day.
12. **Contract and Method of Payment:** The final form of contract and scope of services will be negotiated between Boulder Housing Partners and top ranked firm after the selection process is complete.

The contract generated by this Invitation to Bid may be cancelled by BHP for noncompliance with specifications, program requirements, and the inability to perform the contracting requirements of BHP or continued safety hazards. The cancellation notification shall state the cause or reason for the cancellation. Such cancellation would be at no charge to the BHP other than for work authorized and completed at the time of termination.

Contractor shall provide all items, articles, certifications, operations mentioned or herein specified, related labor services, tools, equipment, transportation and incidentals necessary and required for satisfactory,

acceptable completion of the contracted work or delivery of materials. Owner may inspect work at any time during the ongoing work. Should a problem with the materials or the work performed by the Contractor occur during the course of this contract, and should it be shown that the cause of this problem is faulty work; the Contractor shall repair such problem fully at Contractor's own expense. After completion of said work, Contractor will return the site to its original condition as determined by the Managing Agent. Any work required to return the property to its original condition will be at Contractor's expense. Contractor will repair damage to the site that is caused by the contractor.

Contractor shall be responsible for any injury, damage or loss to all public and private property caused directly, in whole or in part, by their employees or agents or anyone directly or indirectly employed by them or anyone for whose acts any one of them may be responsible. The contractor shall comply with all applicable laws and codes bearing on the safety of persons or property of their protection, from injury, damage or loss. Contractor is responsible for the means, methods and sequence of work and all safety aspects of this work. To the maximum extent permitted by law, Contractor agrees to indemnify, hold harmless, and defend Owner and Owner's Agents from and against any and all claims or damages arising from Contractor's performance of this agreement, as well as acts committed during the course of this agreement by any of Contractor's officers, employees, guests, invitees, and those doing business with Contractor.

Contractor will disclose to the managing agent if anyone working for the contractor is related to an employee of the managing agent prior to signing this contract.

13. **Insurance Requirements:** Insurance requirements will be negotiated as part of the contract. Generally, the following coverage is required:
 - **Commercial general liability:** \$150,000 per person and \$1,000,000 per occurrence.
 - **Worker's Compensation Insurance:** equal to or at least \$100,000 per employee
 - **Automotive Insurance:** \$100,000/\$300,000 for bodily injury and \$50,000 for property damage.
 - **Errors and Omissions Insurance**
14. **Bond Requirements:** The bidder to whom a contract is awarded will be required to furnish a Performance Bond and a Payment Bond to Boulder Housing Partners. The Performance Bond and the Payment Bond shall be furnished in the aggregate amount of one hundred percent (100%) of the contract amount in conformity with the requirements of the contract documents.
15. **Federal Fair Housing Law:** Boulder Housing Partners does business in accordance with the Federal Fair Housing Law (The Fair Housing

Amendments Act of 1988). It is illegal to discriminate against any person because of race, color, religion, sex, handicap, family status, national origin, or sexual orientation.

16. **Right of Termination:** Boulder Housing Partners reserves the right to terminate the selection proceedings at its option at any time during the process.

Thank you for reading our solicitation. We hope you consider submitting a proposal.

**Mandatory Bid Form
 Invitation to Bid #14-2010
 Arapahoe East Exterior Envelope Renovation**

Requested Proposal Items	Price
1. Stair Tower Replacement bid with Stair Tread Option 1 per Drawing S1.1 and S2.1.	
2. Siding Replacement	
3. Window and Trim Replacement	
4. Concrete Work	
5. Flooring	
6. Painting	
7. Light Fixture Replacement	
8. Gutter and Downspout Replacement	
9. Building Permit Fees	
Total Cost including Building Permit Fees	

Add Alternates

Add Alternate	Price
1. Demolish and Replace Rear Patio Doors per specification on Drawing A0.01	
2. Stair Tower Replacement bid with Stair Tread Option 2 per Drawing S1.1b and S2.1b.	

Addendum Acknowledged:

1. _____

2. _____

3. _____