



## **INVITATION FOR BIDS**

### **PROJECT MANUAL**

**including**

### **CONTRACT DOCUMENTS and SPECIFICATIONS**

**for the**

**Grandview Pump Station – Building & Site Improvements Project**

**CITY OF DURANGO, COLORADO**

**May 1, 2019**

**City of Durango, Colorado**

**ADVERTISEMENT FOR BID**  
**Grandview Pump Station – Building & Site Improvements Project**

Sealed bids for the Grandview Pump Station – Building & Site Improvements Project will be received by the City of Durango until **3:00 PM (Local Time) on June 18, 2019**. Building improvements include replacement of the TPO membrane roof, exterior wall sheathing, and stucco. Site improvements include sanitary sewer manhole/piping installations, site drainage improvements, concrete walk/gutter, asphalt paving, an MSE retaining wall, and fencing.

**There will be a mandatory pre-bid conference at 10:00 AM (Local Time) on Thursday May 16, 2019 at Grandview Pump Station, 55 Wilson Gulch Road, Durango CO 81301 to familiarize bidders with the project. Late arrival or failure to attend the pre-bid conference will result in disqualification.**

**Bid documents and/or supporting information may be downloaded, at no charge, from the following web site: [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado) Click on “Vendor Registration” or “Vendor Login”, as applicable or at the City of Durango’s website : [www.DurangoGov.org](http://www.DurangoGov.org)**

The City of Durango reserves the right to reject any and all bids, to waive any informalities and minor irregularities in bids, and to accept the bid deemed, in the opinion of the City, to be in the best interest of the City of Durango.

This project is being bid in accordance with the City of Durango Purchasing Policy.

**Published:** May 4 & May 8, 2019

## TABLE OF CONTENTS

### I. Information for Bidders

- Bidding Timetable

### II. Scope of Work

### III. Insurance

### IV. Illegal Alien Certification

### V. Bidder Qualifications

### VI. Bid Submission

- Bid Sheet
- List of Subcontractors
- Statement of Residency

#### Sample Documents

- Notice of Award
- Acceptance of Notice of Award
- Standard Form of Agreement Between City and Contractor for Construction Services
- Notice to Proceed and Acceptance of Notice to Proceed
- Change Order

#### Special Provisions

#### Attachments:

- Bid Schedule
- Project Plans

## **I. INFORMATION FOR BIDDERS**

Bids will be received by the City of Durango (herein called the “Contracting Agency”) until **June 18, 2019 3:00 p.m. (Local Time)**. Bids must be delivered via: [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado) prior to deadline. It is the sole responsibility of the bidder to see that the bid is received before the submission deadline. Late bids will not be considered.

**There will be a mandatory pre-bid conference at 10:00 AM (Local Time) on Thursday May 16, 2019 at the Grandview Pump Station, 55 Wilson Gulch Drive, Durango, CO 81301 to familiarize bidders with the project. Late arrival or failure to attend the pre-bid conference will result in disqualification.**

Each bidder, before submitting a bid, shall become fully informed as to the extent and character of work required. All questions must be submitted electronically via: [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado) prior to the deadline stated in the Bidding Procedure Timetable. The City will respond to all questions in the form of an Addendum uploaded to [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado).

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, and the Bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. Any improperly completed bids will not be accepted.

The Contracting Agency may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered and will be rejected. No Bidder may withdraw a Bid within 30 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Contracting Agency and the Bidder.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and review of the drawings and specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or the nature of the Work to be done.

The Bid Documents and any Addenda issued contain the provisions required for the construction of the Project. Information otherwise obtained from an officer, agent or employee of the Contracting Agency, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

City of Durango Standard Agreement is provided herein, is for reference only, and is non-negotiable.

The following information regarding Bonding requirements is applicable failure to comply as stated will result in a withdrawal of contract,

Each bid must be accompanied by a Bid Bond payable to the Contracting Agency for five percent (5%) of the total amount of the Bid.

A Performance Bond and a Labor and Material Payment Bond, each in the amount of 100 percent (100%) of the Contract Price (Base Bid plus Force Account Items), with a corporate surety approved by the Contracting Agency, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds or Labor and Material Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.

Each Bid **must** include the provided List of Subcontractors to be assisting in the project.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Labor and Material Payment Bond within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case the Bidder fails to execute the Agreement, the Contracting Agency reserves the right to exercise its option to consider the

Bidder in default, in which case, the Bid Bond accompanying the Proposal shall become the property of the Contracting Agency.

Within fifteen (15) calendar days of receipt of acceptable Performance Bond, Labor and Material Payment Bond, proof of insurance, W9, any other required documents, and an Agreement signed by the party to whom the Agreement was awarded, the Contracting Agency shall sign the agreement and return to such party an executed duplicate of the Agreement. Should the Contract Agency not execute the Agreement within such period, the Bidder may, by Written Notice, withdraw said signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Contracting Agency.

The Contracting Agency shall issue the Notice to Proceed within ten (10) calendar days of the execution of the Agreement. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Contracting Agency and Contractor. If the Notice to Proceed has not been issued within the ten (10) calendar day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the party of either party.

**Each Bidder shall demonstrate their experience in general construction projects including excavation, underground utilities, concrete work, asphalt paving, and building trades. At the time of the Bid, the Bidder shall provide to the Contracting Agency a list of at least three (3) successfully completed projects of similar nature.** Include the size and a description of each of the three projects. Include in each list the date, dollar amount of the project, and name of the responsible person for whom the work was done.

The Contracting Agency reserves the right to reject any or all Bids and to waive informalities when such action is deemed to be in the best interest of the Contracting Agency.

A conditional or qualified Bid may be cause for rejection.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Projects, shall apply to the Contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid. For the purposes of this Invitation For Bids, the City of Durango shall be designated "City" and successful Contractor shall be "Contractor."

City of Durango Standard Agreement is provided herein, is for reference only, and is non-negotiable.

The City reserves the right to negotiate any and all elements of any proposal.

This IFB includes a project description, scope of work, submission requirements, selection process and criteria, insurance requirements, and Sample Standard Form of Agreement between City and Contractor for Contractor Services Agreement. Sample Agreement is for reference only and is non-negotiable. Any bid that fails to conform to the essential requirements of the Invitation For Bids will be rejected.

a. Any bid that does not conform to the applicable specifications shall be rejected unless the invitation authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the IFB.

b. Bid shall be rejected when the bidder imposes conditions that would modify requirements of the invitation or limit the bidder's liability to the Owner, since to allow the bidder to impose such conditions would be prejudicial to other bidders. For example, bids shall be rejected in which the bidder:

1. Protects against future changes in conditions, such as increased costs, of total possible costs to the Owner cannot be determined
2. Fails to state a price and indicates that price shall be "price in effect at time of delivery".
3. Takes exceptions to the IFB terms and conditions.
4. Inserts the bidder's terms and conditions

Prospective firms are encouraged to carefully read this IFB in its entirety.

### **BIDDING TIMETABLE**

<b>Projects 1<sup>st</sup> Publication</b>	<b>May 4, 2019</b>
<b>Projects 2<sup>nd</sup> Publication</b>	<b>May 8, 2019</b>
<b>Mandatory Pre-Bid Conference</b>	<b>10:00 a.m., Thursday May 16, 2019 (Local Time)</b>
<b>Location of Pre-Bid</b>	<b>Grandview Pump Station, 55 Wilson Gulch Drive, Durango, CO 81301</b>
<b>Contractor Questions Due</b>	<b>June 4, 2019 3:00 p.m. (Local Time)</b>
<b>Final Addendum Issued by Purchasing</b>	<b>June 11, 2019 4:30 p.m. (Local Time)</b>
<b>Bid Opening</b>	<b>June 18, 2019 3:00 p.m. (Local Time)</b>
<b>Notice of Award</b>	<b>June 20, 2019</b>
<b>Notice to Proceed</b>	<b>June TBD, 2019</b>
<b>Project Commences</b>	<b>June TBD, 2019</b>
<b>Number of Construction Days</b>	<b>60 Days</b>
<b>Project Completion</b>	<b>August TBD, 2019</b>

## **II. SCOPE OF WORK**

Work to be completed with this project shall be as described in the Project Drawings with Specifications, and the Special Provisions within the Contracting Documents.

## **III. INSURANCE**

A. The Successful Contractor shall not commence work under this Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on this project

until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this section.

B. The Successful Contractor shall procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

C. Successful Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) – policy limit, and One Million Dollars (\$1,000,000) disease – each employee.

2. Comprehensive General Liability insurance with minimum single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than Five Hundred Thousand Dollars (\$500,000) each occurrence and One Million Dollars (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

D. The policies required above, except for the Workers' Compensation insurance and Employer's Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for

the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

E. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and copies of such certificates shall be forwarded to the City prior to start of Work. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

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

#### **IV. ILLEGAL ALIEN CERTIFICATION**

Per State Statute, all City of Durango contracts for services are now required to include certification that the contractor does not knowingly contract with illegal aliens.

HB 1343 requires certification from the contractor that the contractor has registered with, or certified that they are in compliance with, the E-Verify Program, formerly known as the Basic Pilot Program. While this program is not new, it is unknown to most people doing business with municipalities in the State of Colorado. The E-Verify Program is a free program run by the Federal Government within the Department of Homeland Security. The program requires an employer to apply for entry into the program and make certain agreements with the Department of Homeland Security and Social Security programs.

An employer must apply to participate in the E-Verify Program over the internet. Following is the website: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. A set of instructions will appear and the applicant should follow those instructions to apply.

Therefore, effective immediately, every Successful Contractor shall be required to:

- 1) Fill out the Certification Statement Regarding Illegal Aliens form and return it to the City of Durango Purchasing Agent, and
  - 2) Apply to participate in the E-Verify Program with the Division of Homeland Security.
- The City will not make payments on any contract until the required form is on file in the office of the Grants/Contracts Division.

## **V. BIDDER QUALIFICATIONS**

In evaluating each bidder, consideration shall be made utilizing the following criteria. Deficiency in any of the areas listed below may be adequate cause for bid rejection.

- A. Bidder shall provide a separate representative list of the firm's current and previous contracts, with a contract person and telephone number, related to the services requested.
- B. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- C. The quality of performance of previous contracts or services, either with the City or with other customers.
- D. The cost of the service to the City of Durango

## **VI. BID SUBMISSION**

- Bids are to be completed on the Bid Schedule form furnished and any exceptions to the specifications must be attached hereto and made a part of the contract. Retain one copy for your records. Submit bids and questions electronically at:  
[www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)
- Include the items listed in Section V (A) (above) with Bid Sheet.
- Each Bid must be accompanied by a Bid Bond payable to the Contracting Agency for five percent (5%) of the total amount of the Bid.
- Provide a list of equipment to be used in performing the services required.
- Successful Contractor must have or obtain a City Business License prior to the start of the project.
- Successful Contractor must complete a W-9 form (Taxpayer Identification No.).
- A Statement of Residency Form must be completed and returned with bid.
- The City of Durango is exempt from all local, state and federal taxes.
- The City of Durango reserves the right to reject any and all bids.

**City of Durango  
Grants/Contracts Division  
949 E 2<sup>nd</sup> Avenue  
Durango CO 81301  
970.375.4994  
BID SCHEDULE**

See attachments for Bid Schedule and List of Subcontractor to be filled out and submitted with Bid.

## **BID**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_\* to the City of Durango (hereinafter called "Contracting Agency").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the West Park Avenue Waterline Replacement Project in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project 100 Calendar Days after the Notice to Proceed. Bidder further agrees to pay as liquidated damages, and not as penalty, of \$300 per day for each consecutive calendar day thereafter as provided in the General Conditions.

Bidder acknowledges receipt of the following Addendum:

<b>ADDENDUM NUMBER</b>	<b>DATE</b>	<b>ACKNOWLEDGEMENT</b>
Addendum No. 1		
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		

\* Insert "a Corporation", "a Partnership", "an Individual", as applicable.

Bidder agrees to perform all work described and contained in the bid documents for the unit prices or lump sums as shown on the Bid Schedule for the Project. Bidder acknowledges that quantities are estimated and are only for the purpose of comparing bids.

Bidder acknowledges that payment will be based on the lump sum price or the actual quantities furnished, installed, or constructed as provided for in the bid documents and approved by the City of Durango.

Bidder acknowledges that the cost of a 100% Performance and Payment Bond is included in the foregoing Bid, and agrees to furnish said Bond in the amount of the Bid items plus all force account items specified by an asterisk in the Forced Account Project Special Provisions, with a Surety Company satisfactory to the Owner at the time of execution of the Agreement or a suitable Letter of Intent.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

City of Durango Business License No. \_\_\_\_\_

(SEAL) - if bid is by a Corporation

ATTEST:

\_\_\_\_\_

Name: \_\_\_\_\_

(Please type)

Title: \_\_\_\_\_

(end of bid schedule)

## LIST OF SUBCONTRACTORS

Contractor \_\_\_\_\_

<b>1</b>	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
<b>2</b>	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
<b>3</b>	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
<b>4</b>	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
<b>5</b>	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
<b>6</b>	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
<b>7</b>	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail

Attach additional pages if needed





**NOTICE OF AWARD**  
City of Durango, Colorado

Date\_\_\_\_\_

CONTRACTOR'S NAME

**Re: Grandview Pump Station – Building & Site Improvements Project**

Dear CONTRACTOR:

You are hereby notified that the City of Durango has accepted your bid for the above-referenced project in the amount of \$ .

Within fifteen (15) calendar days, you are required to provide the following items to the Grants/Contracts Division, 949 East 2<sup>nd</sup> Avenue, Durango CO 81301:

- a. Executed Agreement/Contract (2 originals);
- b. Certificates of Insurance **NAMING THE CITY OF DURANGO AS AN ADDITIONAL INSURED** and which contains a Notice of Cancellation clause which is absolute and does **not** contain language such as “endeavor to” notify or “failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.” If standard certificate is used with such language crossed out, representative shall **initial and date said deletions**.
- c. Payment and Performance bonds, if required by Request for Proposal/Invitation to Bid;
- d. Proof of Workers’ Compensation coverage;
- e. Executed Acceptance of Notice of Award (Page 2 of this Notice of Award); and
- f. Completed W-9.
- g. Copy of City of Durango Business License

If you fail to return the above-described items within fifteen (15) calendar days from the date of this Notice, the City of Durango will be entitled to consider all your rights arising out of the acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The City of Durango will be entitled to such other rights as may be granted by law.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Grogan".

Bob Grogan

Buyer Grants/Contracts Division    Enclosures:    Agreement/Contract, W-9 Form



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ACCEPTANCE OF NOTICE OF AWARD

CONTRACTOR'S NAME

Re: **Grandview Pump Station – Building & Site Improvements Project**

Receipt of the Notice of Award is hereby acknowledged on this \_\_\_\_ day of \_\_\_\_\_, 2019.

By \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Please execute and return this form with the contracts, bonds, Certificates of Insurance, required licenses, and completed W-9 in one envelope to:

City of Durango  
Grants/Contracts Division  
949 East 2<sup>nd</sup> Avenue  
Durango CO 81301



Grants/Contracts Division  
949 E 2<sup>nd</sup> AVENUE  
DURANGO CO 81301

**STANDARD FORM OF AGREEMENT  
BETWEEN  
CITY AND CONTRACTOR  
FOR  
CONSTRUCTION SERVICES**

AGREEMENT

Made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019

BETWEEN the City: **City of Durango**  
**949 E 2<sup>nd</sup> Avenue**  
**Durango CO 81301**

And the Contractor:

For the following Project: **Grandview Pump Station – Building & Site Improvements Project**

## **PART 1**

### **CONTRACT DOCUMENTS**

- 1.1 The Contract Documents consist of the following:
- (a) This Agreement;
  - (b) The Invitation for Bids, and all addenda and attachments;
  - (c) The Contractor's Bid;
  - (d) Information for Bidders;
  - (e) City of Durango General Conditions and Standard Specifications;
  - (f) Other documents, plans, or drawings listed in the Invitation for Bids;
  - (g) Bid Bond;
  - (h) Performance Bond and Labor and Material Payment Bond;
  - (i) Notice of Award;
  - (j) Acceptance of Notice of Award;
  - (k) Notice to Proceed;
  - (l) Change Orders, and
  - (m) Modifications issued after execution of the Agreement
- 1.2 All of the above-listed Contract Documents are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Agreement.
- 1.3 The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations or agreements, either written or oral. Except as provided herein, this Contract may not be modified or amended except by written agreement signed by the parties.
- 1.4 The Agreement is this executed Standard Form of Agreement between City and Contractor.

## **PART 2**

### **CONTRACT SUM**

- 2.1 The City shall pay the Contractor, in current funds, for the Contractor's performance of the Contract in the total lump sum amount of \$\_\_\_\_\_, subject to additions and deductions as provided in the Contract Documents.

- 2.2 Based upon Invoices submitted by the Contractor, the City shall make payments to the Contractor for actual work performed. Invoices shall indicate a description of the work performed and percentage completion, as specified in the Contract Documents.
- 2.3 Payment terms will be set at Thirty (30) days from project manager acceptance of monthly pay application.
- 2.4 **Retainage.** The amount to be retained from payments shall be five (5) percent of the value of the completed work, exclusive of payments for materials on hand, but not greater than two and one-half (2.5) percent of the amount of the contract. When the retainage has reached two and one-half (2.5) percent of the amount of the contract, no further retainage will be made and this amount will be retained until such time as final payment is made. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. Section 24-91-103.
- 2.5 The appropriated funds for this project are equal to or exceed the amount of the contract stated in Paragraph 2.1. Pursuant to C.R.S. §24-91-103.6(2), any change order or change directive requiring additional compensable work to be performed which work causes the aggregate amount available under the contract to exceed the amount appropriated for the original contract shall be agreed to in writing, signed by both parties and shall assure that the City has made lawful appropriations to cover the costs of the additional work. Any change order or directive made by the City requiring additional compensable work to be performed shall be performed at the hourly rates and/or unit pricing set forth in the contractor's bid and shall be reimbursed at the contractor's costs on a monthly basis for all additional direct work performed until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the contractor has submitted an estimate of cost to the City for the additional compensable work to be performed.

### **PART 3** **SCOPE OF SERVICES**

- 3.1 The Contractor shall execute the entire Scope of Services described in the Invitation for Bids, dated \_\_\_\_\_, any Addenda issued, and the Contractor's Bid, dated \_\_\_\_\_, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

### **PART 4** **CITY'S RESPONSIBILITIES**

- 4.1 The City shall provide full information regarding requirements for Work to be performed.
- 4.2 The City shall designate, when necessary, a representative authorized to act in the City's behalf with respect to the Project or Project Documents.

- 4.3 The City shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Contractor shall be entitled to rely upon the accuracy and completeness thereof.

**PART 5**  
**DATE OF COMMENCEMENT**

- 5.1 The date of commencement is the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the City.

**PART 6**  
**CONTRACTOR'S PROJECT SCHEDULE**

- 6.1 The Contractor shall provide a Critical Path Method (CPM) schedule ("Project Schedule") covering the duration of the Work, beginning with the receipt of the signed Agreement and concluding with Substantial Completion. The follow requirements must be met:

- (a) The Project Schedule shall include design, engineering, agency review, permitting process, construction, and anticipated weather days.
- (b) The Project Schedule shall contain a sufficient number of activities to allow effective monitoring of the progress of the Work. Each activity shall contain only the Work of a single trade or subcontractor.
- (c) Each activity shall be less than ten (10) working days in duration. Procurement and material delivery, surveying, and shop drawing approvals may exceed ten (10) working days in duration. Activities exceeding the (10) working days in duration shall be separated into two or more individual activities by area, type of work, etc. to allow for effective monitoring of the Work.
- (d) Each activity shall be cost loaded. The sum of all cost loaded activities shall be equal to the Contract Price. Any costs associated with drawings or submittals shall be included in the cost loading of the Work.
- (e) The Project Schedule must include activities that indicate work by others that may affect the Contractor's Work.

- 6.2 **Adverse Weather Conditions.** Extensions of time based upon weather conditions shall be granted only if the Contractor clearly demonstrates that such conditions were severe, could not have been reasonably anticipated, and that such conditions adversely affect the Contractor's Work and thus required additional time to complete the Work.

6.2.1 An adverse weather day must prevent Work for 50 percent or more of the Contractor's workday, delay Work critical to the timely completion of the Project, and be documented by the Contractor and provided to the City within two calendar days. The City will use the written notification in determining the number of calendar days for which Work was delayed during each month.

6.2.2 The Project Schedule must reflect anticipated adverse weather delays on all weather-dependent activities. While extensions of time can be granted for

adverse weather as described above, no monetary compensation shall be made by the City for any costs to the Contractor arising out of such delays.

- 6.3 Contractor shall update Project Schedule on a monthly basis and review with the City on a weekly basis at the weekly progress meeting. Each revision shall indicate actual progress to date, changes resulting from change orders, and planned changes, as necessary to complete the Work in accordance with the Contract Documents.
- 6.4 All costs associated with the development and maintenance of the Project Schedule shall be borne by the Contractor.

**PART 7**  
**TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- 7.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on the date specified in the Notice to Proceed.
- 7.2 The Contractor will proceed with the work at such a rate or progress to insure full completion within the Contract time. It is expressly understood and agreed, by and between the Contractor and the Contracting Agency, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- 7.3 Should the Contractor fail to complete the work within the Contract time, or extension of time granted by the Contracting Agency, the Contractor shall pay the Contracting Agency the amount of liquidated damages as specified in the Bid Documents for each calendar day the Contractor may be in default of the time stipulated in the Contract Documents.
  - 7.3.1 The Contractor shall not be charged with liquidated damages provided the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Contracting Agency or Engineer.
    - 7.3.1.1 To any preference, priority or allocation order duly assigned by the Contracting Agency.
    - 7.3.1.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of omission of the Contracting Agency, floods, epidemics, quarantine restrictions, strikes, material or fuel shortages due to governmental regulations or allocations, freight embargoes and abnormal or unusually severe weather.
    - 7.3.1.3 Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time fixed for its completion may have been extended, will in no way operate as

a waiver on the part of the Contracting Agency of any of its rights under the Contract.

**PART 8**  
**FINAL INSPECTION AND FINAL PAYMENT**

- 8.1 **Final Inspection.** The Contractor shall notify the City when the Work is complete and ready for final inspection by means of a letter of completion. Within ten (10) working days thereafter, the City shall make a final inspection to determine whether the Work has been completed in accordance with the Contract Documents and shall submit a written list of any defects to the Contractor. The Contractor shall promptly correct any defects without additional cost to the City within ten (10) working days after receipt of the list of defects. If any defects cannot be corrected within ten (10) working days, the Contractor shall initiate corrective measures within said period of ten (10) working days, and shall thereafter pursue correction of such defects promptly and with due diligence. The Contractor shall also deliver to the City all guarantees and warranties, all statements to support state sales and use tax refunds, final plan set, record sets, as-constructed plans, geotechnical reports, documentations and calculations, approved shop drawings, and material testing records as a complete package. The Contractor shall provide the City with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter).
- 8.2 **Final Acceptance and Final Payment.** If the Contractor has completed the Work in a manner finally acceptable to the City (“Final Acceptance”), the City may authorize final payment (“Final Payment”) from the Retained Amount upon written request by invoice of the Contractor and completion of the following conditions:
- (a) The City shall determine that satisfactory and substantial reasons exist for the Final Payment;
  - (b) The City shall require written approval from any surety furnishing bonds for the Work;
  - (c) The City may require the Contractor to provide evidence that payment has been made to all subcontractors, consultants, and suppliers;
  - (d) A notice of contractor’s settlement shall have been published in accordance with C.R.S. §38-26-107.

**PART 9**  
**CITY’S RIGHT TO STOP THE WORK**

- 9.1 If the Contractor fails to correct defective Work or fails to carry out the Work in accordance with the Contract Documents, the City, by a written order, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.

- 9.2 The City may order the Contractor in writing to suspend all or any part of the Work for such period of time as the City may determine to be appropriate for the City's convenience.
- 9.3 Upon receipt of any such suspension order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work suspension.
- 9.4 If the City, pursuant to paragraph 8.2, suspends the performance of all or any part of the Work, the Contractor may make application for an adjustment in Contract Time and/or Contract Price, as applicable.

**PART 10**  
**CITY'S RIGHT TO CARRY OUT THE WORK**

- 10.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to any other remedies it may have, initiate and complete the necessary work to cure such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to Contractor, the cost of correcting such deficiencies, including compensation for the any additional services of the City's consultant's made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City by way of reimbursement.

**PART 11**  
**UNCOVERING THE WORK**

- 11.1 If any portion of the Work should be covered contrary to the request of the City or contrary to requirements specifically expressed in the Contract Documents relative to inspection by the City, it must, if required in writing by the City, be uncovered for its observation and inspection and shall be replaced at the Contractor's expense.
- 11.2 If any other portion of the Work has been covered, the City may request to see such Work and the Contractor shall uncover it. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the City by appropriate Change Order. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that the City caused this condition, in which event the City shall be responsible for the payment of such costs.

**PART 12**  
**CORRECTION OF WORK**

- 12.1 The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, plans, reports, drawings, and other services rendered by the Contractor; and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies which may occur.
- 12.2 The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract Documents observed before Final Acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the City's additional services made necessary thereby. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.
- 12.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected, unless the City waives such removal, in writing.
- 12.4 If the Contractor fails to correct defective or non-conforming Work, the City may correct it in accordance with Part 9 (City's Right to Carry Out the Work).
- 12.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the City, the City may remove such work and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days after billing from the City for such costs, the City, upon ten (10) additional days' written notice, may sell such Work (materials and equipment) at auction or at private sale and shall account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the City's additional services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City by way of reimbursement.
- 12.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal, unless in the City's sole discretion, the City agrees to a percentage deduction of the total contract payment, in lieu of said correction or removal of Work.

**PART 13**  
**CHANGES IN THE WORK**

- 13.1 The City may from time to time, by written notice to the Contractor, extend the Start or Completion Dates or make changes in the Work necessary or convenient to accomplish

the purpose intended by the Contract Documents. The City shall have such further authority, if any, as may be specifically granted or authorized by the City to initiate or process administrative Change Orders affecting the price or quantity of the Work to be performed. A Change Order is a written order to the Contractor signed by the City, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Completion Date or Contract Price. By signing the Change Order, the Contractor indicates agreement with the Change Order, including, without limitation, the adjustment in the Contract Price or the Period of Performance set forth within such Change Order. The Contractor agrees to minimize the cost of all Change Order to the extent possible.

- 13.2 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:
- (a) by mutual acceptance of a lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation;
  - (b) by unit prices stated in the Contract Documents or subsequently agreed upon; or
  - (c) by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

#### **PART 14**

#### **TERMINATION OF AGREEMENT**

- 14.1 This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 14.2 This Agreement may be terminated by the City upon at least seven (7) days written notice to the Contractor in the event that the Project is permanently abandoned.

#### **PART 15**

#### **NONDISCRIMINATION**

- 15.1 The Contractor shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 15.2 No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

**PART 16**  
**HOLD HARMLESS/INDEMNIFICATION**

- 16.1 To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City of Durango, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City of Durango.

**PART 17**  
**BONDS, AND INSURANCE**

- 17.1 **Performance and Payment Bonds.** For the construction portion of the Work, the Contractor shall furnish, at the Contractor's expense, a performance bond and a separate labor and materials payment bond, each for an amount not less than 100% of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work, the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the City. The bonds shall be delivered to the City's Purchasing Agent prior to the commencement of the Work and shall remain in effect until one year from completion of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed Change Order or contract amendment.
- 17.2 **Insurance.** The Contractor and any subcontractors or subconsultants shall purchase and maintain insurance coverage in a company or companies licensed to do business in the State of Colorado in not less than the minimum limits set forth in the Invitation for Bids. Certificates evidencing such coverage shall be delivered to the City's Grants/Contracts Division prior to the start of Work. Such certificates shall name the City of Durango as the insured and which shall further provide that coverage may not be discontinued or materially modified without at least 15 days prior written notice to the City of Durango.

**PART 18**  
**COMPLIANCE WITH LAWS**

- 18.1 It is assumed that Contractor is familiar with all federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the

conduct of the work or construction of the project. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work or the project. It is not the responsibility of Contractor to determine that this Agreement and the contract documents are in accordance with applicable laws, statutes, building codes, and regulations; however, if Contractor knows, or should have reason to know, that any of the contract documents are at variance therewith in any respect, Contractor shall promptly notify the City of Durango in writing, and any necessary changes shall be made as provided herein.

**PART 19**  
**INDEPENDENT CONTRACTOR**

- 19.1 There is no employment relationship created pursuant to this Agreement and the Contractor is and shall remain an independent contractor for all purposes hereunder.

**PART 20**  
**MISCELLANEOUS PROVISIONS**

- 20.1 This Agreement shall be governed by the laws of the State of Colorado.
- 20.2 The City and the Contractor respectively bind themselves, their partners, agents, successors, assigns and legal representatives to the other party to this Agreement and to the partners, agents, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the City nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.
- 20.3 Contractor shall be required to comply with applicable safety regulations.
- 20.4 This project is being conducted in accordance with the City of Durango Purchasing Policy.
- 20.5 Prior to start of any phase of Work, the following documents must be on file in the City's Purchasing Department.
- 20.5.1 Certificates of Insurance, as required by the Contract Documents
  - 20.5.2 Completed W-9 Form
  - 20.5.3 City of Durango Business License
  - 20.5.4 City of Durango Sales Tax License, as required
  - 20.5.5 Illegal Alien Certification Form
  - 20.5.6 Performance Bond, if required

20.5.7 Labor and Material Payment Bond, if required

**PART 21**  
**OWNERSHIP**

- 21.1 Regardless of the future services retained by the successful contractor, all of the products of this project, including recommendations, drawings, artwork, photos, and similar materials used to produce the required submittals, shall become the property of the City of Durango. Any furnished materials shall remain the property of the City of Durango. All such items shall be delivered to the City of Durango in usable condition after completion of the work, and prior to submission of the invoice for payment.
- 21.2 Any materials excavated from the project site shall be used on the project where possible. The City reserves the right to maintain possession of any unused excavated materials at the City's discretion.

**PART 22**  
**SEVERABILITY**

- 22.1 If any provision in the Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part of provision hereof.

THIS AGREEMENT is entered into as of the date and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor and one to the City.

CITY:  
CITY OF DURANGO

By: \_\_\_\_\_  
Ron LeBlanc  
City Manager  
949 E 2<sup>nd</sup> Avenue  
Durango CO 81301

(SEAL)

ATTEST:

\_\_\_\_\_  
Amy Phillips  
City Clerk

*(Insert name of corporation, limited liability company, partnership or sole proprietorship)  
(insert trade name or name under which corporation, company, partnership or proprietorship is doing business, if different from legal name of entity or proprietor)*

CONTRACTOR:  
Firm Name: \_\_\_\_\_  
doing business as \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**NOTICE TO PROCEED**

(DATE)

(CONTRACTOR)

**Re: Grandview Pump Station – Building & Site Improvements Project**

Dear (CONTRACTOR):

The date of Notice to Proceed for the above project is \_\_\_\_\_, 2019.

In accordance with the Agreement dated \_\_\_\_\_, 2019, you are hereby notified to commence work within ten calendar days after the Notice to Proceed, hence on or before \_\_\_\_\_, 2019.

Sincerely,

Bob Grogan, Jr.  
Buyer- Grants/Contracts Division

**ACCEPTANCE OF NOTICE TO PROCEED**

Receipt of the Notice to Proceed is hereby acknowledged on this \_\_\_\_ day of \_\_\_\_\_, 2019.

By \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Please complete and return this form within ten days to:

City of Durango  
Grants/Contracts Division  
949 East 2<sup>nd</sup> Avenue  
Durango, CO 81301

# CHANGE ORDER



Project/Contract Name:

Acct. #

Department:

Staff Contact:

Contractor Name:

Purchase Order #:

Address:

Original Contract Date:

Change Order Number:

## **THE CONTRACT SHALL BE MODIFIED AS FOLLOWS:**

### **JUSTIFICATION:**

#### **COST BREAKDOWN:**

The original Contract Sum was ..... \$

Net change by previous Change Orders/Contract Modifications ..... \$

Contract Sum prior to this Contract Modification ..... \$

The Contract Sum will be  increased  decreased  unchanged by ..... \$

The new Contract Sum including this Contract Modification will be ..... \$

The original completion date for the Contract was:

The Contract Time will be  increased  decreased  remain the same

The Date of Completion for the Contract therefore is .

Contractor agrees to the specific costs herein and waives all rights to any future impact costs directly or indirectly related to or arising from the additional work. The appropriated funds for this project are equal to or exceed the amount of the contract. Pursuant to C.R.S. § 24-91-103.6(2), any change order or change directive requiring additional compensable work to be performed which work causes the aggregate amount available under the contract to exceed the amount appropriated for the original contract shall be agreed to in writing, signed by both parties and shall assure that the City has made lawful appropriations to cover the costs of the additional work. Any form of order or directive made by the City requiring additional compensable work to be performed shall require the City to reimburse the Contractor for Contractor's costs at such time as other payments are due under the contract for all additional directed work performed until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the contractor has submitted an estimate of cost to the City for the additional compensable work to be performed.

**IN WITNESS WHEREOF**, the following Parties have executed this Change Order:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor

\_\_\_\_\_  
Contractor Print Name / Title

By: \_\_\_\_\_ Date: \_\_\_\_\_

Department Project Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director

By: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director

By: \_\_\_\_\_ Date: \_\_\_\_\_

City Manager (required for change orders over \$10,000)

ATTEST (required for change orders over \$10,000 only)

\_\_\_\_\_  
City Clerk

City Clerk – please route to Accounts Payable

A/P – please route to City Clerk for retention in SIRE

## **SPECIAL PROVISIONS**

### **Grandview Pump Station – Building & Site Improvements Project**

**I. Shop Drawings** – Addition to Standard Form of Agreement, Part 3 – Scope of Services – This section describes the required shop drawing submittals and dates for shop drawings for project. The contractor shall provide shop drawing submittals for the following items:

**Item No. 1. – Construction Schedule** – Construction schedule indicating sequence of construction with time allotted for each major task item including milestones shall be submitted for City of Durango, Utility Department acceptance to enable execution of the Notice to Proceed.

**Item No. 2. – Product Submittals** – Construction material submittals for all items imported to the construction site such as gravel, concrete, rock and boulder material characteristics, pipe, valves, all building and all electrical components. Product submittals, include product cut-sheets indicating required specifications are met, shall be provided to City of Durango, Utility Department upon Notice of Award to enable acceptance prior to purchase of materials. Materials purchased prior to approval will be subjected to rejection and replacement at the contractors cost.

**II. Method of Measurement and Payment** - Addition to Standard Form of Agreement, Part 2.2 1 – Contract Sum - This section describes the bid items for the project and shall be used in conjunction with the Bid Schedule for determination of the items and how they are measured for payment purposes. The various bid items are described as follows and the limits for payment and type of measurement units are identified.

GENERAL- Bid Schedule Items: All procurement, shipping and handling, labor, materials, tools, and equipment costs shall be included in the unit price bids.

**Item No. 1. - Mobilization** - Includes the cost to mobilize for the project such as moving equipment, trucks, and personnel both to the site and off the site upon completion of the work. All expense for which there is no specific pay items such as bonds, licenses and permits, storage of materials on and off-site, removal and legal disposal of construction debris and the temporary supplies, including power and telephone, sanitary facilities as necessary for the execution of the work shall be included in this Bid Item.

Measurement will be based on item performance as determined by the City's project manager.

Payment will be released as described in Section IV -Payment to the Contractor.

**Item No. 2. – Stormwater Management and Erosion Control**- Includes all costs associated with installing, maintaining, and removal of 30' total of 8-inch sediment control logs in the swale behind Wilson Gulch Road curb and gutter as directed by the City's project manager.

Includes installation at onset of construction, removal and legal disposal of accumulated trapped material and repairs to sediment control logs for the duration of construction, and final removal upon completion. The work shall be done in accordance with the Colorado Department of Transportation Erosion Control and Stormwater Quality Field Guide, latest edition. Cleaning of the existing driveway culvert is included in the item.

Measurement will be based on item performance as determined by the City's project manager.

Payment will be on a lump sum basis.

**Item No. 3. - Hydrovac Potholing Utility Investigation-** Existing utilities must be pot holed to identify possible conflicts with new construction and potential damage during excavation. All hydro-vaced material will off hauled and disposed of at the expense of the contractor. Air vac excavation is acceptable.

Measurement will be based on item performance as determined by the City's project manager.

Payment will be on an hourly basis.

**Item No. 4 – Traffic Control** – Includes all costs associated with traffic control required for job site and public roadway safety. Contractor must obtain an approved Traffic Control Plan and Excavation Permit from City Engineering

Measurement will be based on all traffic control needs required for the duration the project as determined by City's project manager.

Payment will be made on a lump sum basis.

## **BUILDING IMPROVEMENTS**

**Item No. 5 – Recalk Building Skid-Slab Interface**– Includes all costs associated with the task; removal of existing caulk, surface prep, and installation of Masterflex NP-1 caulk per manufacturer's instructions.

Measurement will be on a linear foot installed basis as determined by the City's project manager.

Payment will be made on a linear foot basis.

**Item No. 6– Reset Door Jam and Hang Door-** Includes all costs associated with resetting the door jam and hanging door for the chlorine room.

Measurement will be based on initial installation of item as determined by the City's project manager.

Payment will be made on a lump sum basis.

**Item No. 7 – Remove and Replace Exterior Wall Sheathing and Stucco Installation-**

Includes all costs associated with removal and disposal of the existing cladding, complete replacement of sheathing, and installation the new stucco system. Wall sheathing shall be replaced in its entirety with the exception of sheathing under the HVAC unit and electrical panel where additional framing/blocking will be required to secure the sheathing. New sheathing shall be exterior grade and the same thickness as original. The work shall be done in accordance with project drawings, notes, and details. The contractor shall notify the City's project manager of any deficiencies in the structures wood framing. Any framing repairs will be additional work and a change order will be processed. Includes temporary weather proofing to prevent water intrusion to the structure during construction.

Measurement will be completion of the sheathing and stucco installation required of the project as determined by City's project manager.

Payment will be made on a square foot basis.

**Item No. 8– Re-Roof w/TPO Membrane –** The work shall be done in accordance with project and manufacturers drawings, notes and details. The contractor shall notify the City's project manager of any deficiencies in the structures roof sheathing and wood framing. Any repairs will be additional work and a change order will be processed. Item includes temporary weather proofing to prevent water intrusion to the structure during construction.

Measurement to be based on completion of work determined by the City's project manager

Payment will be made on a square foot basis.

**SITE IMPROVEMENTS**

**Item No. 9– Sawcut and Remove Ex. Asphalt Pavement-** Includes all costs associated with asphalt saw cutting, removal, and legal off-site disposal. The work shall be done in accordance with project drawings, notes and details.

Measurement will be based on completion of the work as determined by City's project manager.

Payment will be made on a square foot. Basis.

**Item No. 10 – Sawcut and Remove Ex. Concrete Pavement-** Includes all costs associated with concrete saw cutting, removal, and legal off-site disposal. The work shall be completed in accordance with project drawings, notes and details.

Measurement will be based on completion of work as determined by the City's project manager.

Payment will be made on a S.F basis.

**Item No. 11 – Remove and Replace Deteriorated Foundation Slab Concrete**– Includes all costs associated with removal, legal off-site disposal, and replacement of deteriorated foundation slab concrete. Chipping off the top of the concrete may be required, as the existing thickness is unknown. The work shall be completed in accordance with project drawings, notes, and details.

Measurement will be based on work completed as determined by the City's project manager.

Payment will be made on a S.F.

**Item No. 12 – Power Service Bury Depth Mitigation** - Relocation or increasing the bury depth of the existing power service is most likely not required for the project. If electrical bury depths from finished grade are 17" to 12" deep a concrete cap (4" D min X 18" W) with marking tape shall be installed over the conduit for the length of the depth mitigation. Include all items necessary to complete the work (potholing, back filling, marking tape and concrete cap) in accordance with the project drawings. If relocation of power service is required due to bury depths of less than 12," a change order will be processed.

Measurement will be lineal feet of concrete cap & marking tape installed as measured by the Project Manager.

Payment will be made based on a lineal feet of concrete cap and marking tap.

**Item No. 13 – Remove Existing Catch Basin, Backfill Void**- Includes all costs associated with the task. The work shall be done in accordance with project drawings, notes and details, and as directed by City's project manager.

Measurement will be completion of the basin removal and backfill as determined by the City's project manager.

Payment will be on a lump sum basis.

**Item No. 14 - 48" Dia. Sewer Manhole (H=6.5 Ft) Installation** – Includes all costs associated with construction and installation manhole, piping penetrations and grouting in accordance with project drawings, notes and details.

Measurement will be based on completion of the manhole installation as determined by the City's project manager.

Payment will be made on a Lump Sum basis

**Item No. 15 - Install 8" SDR-35 Sewer Main** - Includes all costs associated with the installation of extending the existing 8" SS piping into the new manhole and installation of 8" piping from the manhole that daylights in the Rip-Rap area. The work shall be done in accordance with project drawings, notes and details. Pressure testing required. Item includes watertight plug to seal SS outlet.

Measurement will be on a linear foot basis as determined by the City's project manager.

Payment will be on a linear foot basis.

**Item No. 16 - Install Floor Drain Clean Outs** - Includes all costs associated with installation of the 4" cleanouts for the pump room floor drain including the concrete collar in accordance with project drawings, notes and details. Pressure testing required.

Measurement will be based on completion and acceptance of all work as determined by the Project Manager.

Payment will be made on a lump sum basis.

**Item No. 17 - Install 4" Sch. 40 PVC Floor Drain Piping** – Includes all costs associated with the installation of both floor drains from the existing piping from the Chlorine room and the new clean outs to the manhole. The work and materials shall be conducted in accordance with project drawings, notes and details. Pressure testing required.

Measurement will be on a linear foot basis as determined by the City's project manager.

Payment will be on a linear foot basis.

**Item No. 18 – Install Valley Gutter** - Includes all costs associated with installing the valley gutter. The work and materials shall be conducted in accordance with project drawings, notes and details.

Measurement will be square feet of valley gutter installed as determined by the Project Manager.

Payment will be on a square feet basis.

**Item No. 19 – Modify Pressure Relief Blow Off Drains**– Includes all costs associated with modifications and support system to the pressure relief piping. Piping sections (3) shall be schedule 40, welded steel. All new surfaces/ connections to be primed by contractor. Painting by others. The work shall be done in accordance with project drawings, notes and details, and as directed by City's project manager.

Measurement will be based on completion of work as determined by the City's project manager.

Payment will be on a lump sum basis.

**Item No. 20 – Construct Concrete Sidewalk (4")** – Includes all costs associated with construction of the sidewalk. The work and materials shall be conducted in accordance with project drawings, notes and details. Control joints to be hand tooled, 6' max OC.

Measurement will be square feet of sidewalk installed as determined by the Project Manager.

Payment will be on a square feet basis.

**Item No. 21 – MSE Retaining Wall**– Includes all costs associated with the extension of the existing retaining wall; excavation, materials, and labor conducted in accordance with project and manufacturers drawings, notes and details.

Measurement will be Face Foot (square foot measurement of the exposed wall surface) of the retaining wall as measured by the City's project manager.

Payment will be on a Face Foot basis.

**Item No. 22 – Geotextile Rip-Rap Underlayment Installation**– Includes all costs associated with installing the underlayment including subgrade compaction and grading. The work shall be done in accordance with project drawings, notes and details, and as directed by City's project manager. Includes rip-rap areas upstream and downstream of the driveway culvert.

Measurement will be based on square yards of underlayment installed as determined by the City's project manager.

Payment will be on a square yard basis.

**Item No. 23 – Rip-Rap Armoring (D 50 = 6") Installation**– Includes all costs associated with importing and placing Rip-Rap. Approved Rip-Rap shall be free of contaminants, rubble, and organic material. Rip-Rap placement shall be in accordance with project drawings, notes and details. Includes rip-rap areas upstream and downstream of the driveway culvert

Measurement will be volume of imported as determined by the City's project manager.

Payment will be on a Cubic Yard basis.

**Item No. 24 – Install Asphalt Pavement (4" Thickness)** - Includes all costs associated with asphalt paving for the project: including subgrade compaction and grading. Sub grade compaction and asphalt testing will be the responsibility of the City. The work shall be done in accordance with project drawings, notes and details, and as directed by City's project manager.

Measurement will be based on square yards of 4" thickness asphalt as determined by the City's project manager.

Payment will be on a square yard basis.

**Item No. 25 – Manhole (1) and Valve Box (3) Concrete Collar Installations**– Includes all costs associated with the installation (accurate placement and survey of pave-over plates, asphalt saw cutting, installation of lid sets to grade, concrete collars and labor). The work shall be done in accordance with project drawings, notes and details, and as directed by City's project manager.

Measurement will be based on completion of work as determined by the City's project manager.

Payment will be on a Lump sum basis.

**Item No. 26 – Install Chain Link Fencing, Anchorages, and Gate**– Includes all costs associated with the installation of the fence and gate. Line fencing over soft surface (dirt) finish grade shall not be greater than 2". Addition backfill and grading if required will be the responsibility of the contractor. The gate will be installed no more than 6" above finished asphalt grade. The work shall be done in accordance with project drawings, notes and details, and as directed by City's project manager.

Measurement will be based on completion of work as determined by the City's project manager

Payment will be on a lump sum basis.

**Item No. 27- Final Soft Surface Grading/Grooming** - Includes all costs associated with finished earth work for function and aesthetics. Disturbed area are to be raked and free on rocks greater than 1". Smooth grade transitions along the perimeter of the project to the native landscape will be required. The work shall be done in accordance with project drawings, notes and details, and as directed by City's project manager. Seeding or any additional erosion control required until vegetation is established, will be by others.

Measurement will be based on completion of work as determined by the City's project manager.

Payment will be on a lump sum basis.

**III. Responsibility of the Contractor** - Addition to the Standard Form of Agreement, Part 20 - Miscellaneous Provisions: The contractor will be responsible for the location and protection of existing utilities, and restoring any damaged existing improvements or landscaping, both on the residential / commercial properties and on the City's property to its original condition prior to the start of construction.

**IV. Payment to the Contractor** - Additions to Standard Form of Agreement, Part 2 – Contract Sum:

Payments will be made once each month as work progresses. Said payments will be based upon pay requests from the Contractor to the Project Manager of the value of the work performed and the materials placed in accordance with the Contract Documents and for materials delivered. The Project Manager shall confirm the pay requests based on independent estimates. The Contracting Agency will deduct retainage from the partial payments in the amounts specified to protect the Contracting Agency and will retain this money until after completion of the entire Contract.

Partial payments for mobilization will be made as follows:

1. When 10 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization may be paid.
2. When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization may be paid.

The Contractor shall submit a complete and signed progress payment estimate delivered to the Project Manager on the 20th of each month. The estimate shall cover all work performed during the preceding month and shall be supported by such data as the Project Manager may reasonably require. Materials and equipment delivered and suitably stored at or near the site, but not incorporated in the Work, may be included in an estimate; provided, however, the Contractor shall include supportive data establishing title in the name of the Contracting Agency.

The Project Manager shall approve or disapprove payment of the estimate within ten (10) days. Written disapproval of the payment shall be delivered to the Contractor and shall include reasons for the disapproval.

The Contracting Agency shall pay the Contractor each approved progress payment within ten (10) days of the date of the approval of the estimate by the Project Manager. The progress payment shall be the amount of the approved estimate less retainage as set forth above.

The Project Manager shall issue a certificate attached to the final payment request stating the Work has been completed by the Contractor and accepted by the City under the conditions of the Contract Documents. Upon publication of Notice of Final Settlement, it shall be the responsibility of the Contractor to prepare and submit to the Project Manager a written request for the release of the retainage withheld.

The contractor is hereby advised of Colorado Statute (HB 91-1150) Section (2) which requires that, under certain conditions, "the Contractor shall make payments to each of his subcontractors of any amounts actually received which were included in the Contractor's request for payment to the public entity for such contracts. The Contractor shall make payment from the public entity ...."

**V. Notice to Contractor**

Vendors are encouraged to provide bids on products with recycled content or which meet criteria for environmentally preferable products wherever such products meet the performance criteria specified in bid documents. The City may accept a bid which is not the lowest bid if (1) the lowest bid includes a non-recycled product and (2) a recycled content product meets the performance criteria specified, or (3) a bid other than the lowest bid meets the criteria for environmentally preferable products or services, or (4) a cost analysis conducted over the life and disposal of the product reveals lower total costs than are reflected in short-term analysis.

The Contractor is responsible for the location, both horizontally and vertically, of all existing utilities and the maintenance and protection of said utilities.

The Contractor shall protect all adjacent work and property such as structures, sidewalks, curbs, fences, trees, hedges, landscaping, etc., from damage resulting from its operations. Should Contractor find it necessary to remove or trim, etc., any existing tree, hedge, etc., Contractor shall secure all permits and approvals and pay any and all costs arising therefrom. The Contractor shall follow all Local, State, and Federal regulations regarding the safety of the project and its work force.

The contractor is responsible for implementing and maintaining all traffic control for this project. Any revisions to the traffic control plans must be approved by the City Traffic Engineer prior to the implementation of revised plans.

The entire Bid Schedule must be complete and submitted with the bid. The City reserves the right to eliminate any or all portions of work in their entirety.

(END OF SPECIAL PROVISIONS)