



CITY OF DELTA, COLORADO
CONTRACT DOCUMENTS

FOR

2013 Concrete Replacement Project

Prepared By:
City of Delta
Public Works Department
360 Main Street
Delta, CO. 81416

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ADVERTISEMENT FOR BIDS

The City of Delta, will receive sealed bids at the City of Delta Public Works Department, 360 Main Street, Delta, Colorado, for the **2013 Concrete Replacement Project** until **2:00 P.M. on 28th of May, 2013**. Bids will not be opened in public.

Concrete replacement project will consists of removal and replacement of all types of concrete in various locations throughout the city. All work will be managed under the direction of the City of Delta Public Works Department.

The Contract Documents will be available beginning **1st May ,2013**. The Contract Documents may be obtained in person at the following location from 8:00 a.m. to 5:00 p.m. weekdays:

City of Delta City Hall
360 Main Street
Delta, CO 81416

City of Delta Web Site
OR cityofdelta.net Under RFP's

We unable to Place a sign-up sheet on the web site. Please contact Phil ASAP with Contact info. phil@cityofdelta.net

The Contract will be awarded to the lowest qualified bidder, as determined by the statement of qualifications and the bid, which is deemed to be in the best interest of the City. The City reserves the right to accept the bid by a competent bidder that will result in the lowest cost to the City. The City reserves the right to accept or reject any Bid without disclosing the reason therefore.

No bids may be withdrawn after the opening of bids, without consent of City of Delta, for a period of sixty (60) days after the scheduled time of opening of bids. The successful bidder or bidders will be required to furnish satisfactory performance and payment bonds equal to the full amount of each bid or proposal if the bid exceeds **\$50,000** as outlined in the contract.

All bids must be submitted in writing on the forms provided, and must be signed by the bidder or his duly authorized agent.

Published: 1st & 8th May, 2013

Delta County Independent
Mountain Valley News
WCCA

INSTRUCTIONS TO BIDDERS

1. TERMINOLOGY

1.1 The OWNER is the City of Delta.

2. BID PERIOD AND OPENING DATE

2.1 Sealed BIDS will be received by the OWNER at 360 Main Street, Delta, Colorado until 2:00PM 28th of May, 2013. No public bid opening will be conducted. Bid results will be posted on the city's web site (cityofdelta.net/RFP's) the next day. See Part 5 of this section for additional information.

3. PROJECT EVALUATION

- 3.1 BIDDERS must satisfy themselves as to the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a 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 of the nature of the WORK to be done.
- 3.2 The OWNER shall provide to BIDDERS, prior to bidding, all information pertinent to the project.
- 3.3 The CONTRACT DOCUMENTS contain the provisions required for the performance of the Project. Information obtained from an officer, agent, or employee of the OWNER 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.
- 3.4 All applicable laws, ordinances, and rules or regulations of all authorities having jurisdiction over performance of the project shall apply to the WORK described by the CONTRACT DOCUMENTS. The BIDDER shall be responsible for compliance with these statutes.
- 3.5 Each BIDDER is responsible for inspection of the site, and reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of a BIDDER to do any of the foregoing shall in no way relieve a BIDDER of obligations with respect to the BID.
- 3.6 Command type sentences are used in the CONTRACT DOCUMENTS. These refer to and are directed to the CONTRACTOR. Modifications, as stated in the special conditions, shall be given precedence over related language in other parts of the CONTRACT DOCUMENTS. IB-1

3.7 Questions regarding documents, discrepancies, omissions, or intent of the specifications or drawings shall be communicated to Phil Riley Engineering Tech (970-275-1844) during business hours, 7:00 a.m. to 4:00 p.m., Monday through Friday, at least 7 days prior to the BID opening to provide time to issue an Addendum. Questions will not be answered after 22nd of May , 2013. Addenda will be issued, if in the opinion of the OWNER, it is necessary. The OWNER will not be responsible for oral interpretations of the specifications and drawings.

3.8 The BIDDER shall carefully examine the site of the WORK, the drawings, and the specifications. The submission of a BID will be conclusive evidence that the BIDDER has investigated and is satisfied as to the conditions to be encountered, with respect to character, quality, and quantity of WORK to be performed. Submission of a BID will also be seen as evidence of the BIDDERS understanding of the materials required for completion of the WORK, completion time, and the authority that the OWNER and the ENGINEER will exercise over the CONTRACT during its tenure.

4. SUBSTITUTION OR APPROVAL OF ALTERNATE MATERIALS

4.1 To obtain approval during the BID period to use unspecified, "or equal", or "as approved" materials, BIDDERS shall submit written requests at least 7 days prior to BID opening. Requests received later than this time will be considered at the discretion of the OWNER. Requests shall clearly describe the product for which approval is asked, including all necessary data to demonstrate its acceptability. The OWNER will make recommendations on acceptability, and an Addendum will be issued if the product is acceptable.

5. BID FORMAT

5.1 Each BID must be submitted in a sealed envelope addressed to City of Delta Public Works Department, 360 Main Street, Delta, Colorado, 81416. Each sealed envelope should be marked on the outside with the name of the BIDDER, the BIDDERS address, license number (if applicable), and the name and number of the project for which the BID is submitted. If the BID is mailed, the sealed envelope containing the BID must be enclosed in an envelope addressed to City of Delta Public Works Department, 360 Main Street, Delta, Colorado 81416, Attn: Phil Riley, Response to Bids for 2013 Concrete Replacement Project.

5.2 All BIDS must be made on the BID forms included in the CONTRACT DOCUMENTS. All blank space for BID prices must be filled out in ink or typewritten, and the BID form must be completed in its entirety. Only one copy of the BID form is required.

5.3 The BIDDER shall supply the names and addresses of major material suppliers and SUBCONTRACTORS on the BID forms where requested.

- 5.4 The full name, business address, zip code and business telephone number with area code of the individual, partnership, joint venture, or corporation submitting the proposal shall be legibly printed on the BID forms. The BIDDER shall sign the form with his usual signature.
- 5.5 A partner shall sign for the partnership. The names of all partners with addresses shall be given.
- 5.6 An officer shall sign for a corporation, the corporate existence shall be attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.
- 5.7 Any signature other than that of a corporate officer, partner, or the BIDDERS legally authorized agent or representative will be accepted only if an authenticated power of attorney is attached to the BID forms. All signatures shall be handwritten with the name printed or typewritten below the signature.
- 5.8 The BIDDER shall state for each item on the BID form the unit price, and item total or lump sum in clearly legible figures. Prices shall be represented on the BID form with numerals in the spaces provided for each.
- 5.9 In case of errors or uncertainty in pricing of any item, or if such pricing is omitted, then either unit prices or total price for the same item may be used, at the OWNERS discretion, to arrive at a total project BID cost. If the OWNER is unable to resolve ambiguities with respect to BID prices, the BID may be disregarded.
- 5.10 The BID shall contain acknowledgment of receipt of all Addenda in the space provided in the BID forms.

6. BONDS

- 6.1 A BID BOND will not be required for this project.
- 6.2 A PERFORMANCE BOND and a PAYMENT AND MAINTENANCE BOND will be required as specified in Article 14 of the Construction Contract Agreement.

7. EVALUATION OF BIDS

- 7.1 The OWNER may waive any informality or minor defects, or reject any and all BIDS. Any BID may be withdrawn prior to the BID opening. Any BID received after the time and date specified for the BID opening shall not be considered. No BIDDER may withdraw a BID within 60 days after the BID opening. Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time within which the BID shall remain valid may be extended by mutual agreement between the OWNER and the BIDDER.
- 7.2 The OWNER, or the OWNERS Representative, may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK. The BIDDER shall furnish the OWNER with all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if, based on submitted evidence or the OWNERS investigation, said BIDDER fails to satisfy the OWNER that he is properly qualified to carry out the obligations of the CONTRACT and to complete the WORK as presented by the CONTRACT DOCUMENTS.
- 7.3 A Conditional or Qualified BID will not be accepted.

8. NOTICE OF AWARD

- 8.1 The OWNER shall issue a Notice of Award along with the necessary CONTRACT and BOND forms to the lowest acceptable BIDDER that will result in completion of the WORK within the time allotted by the CONTRACT DOCUMENTS.

9. EXECUTION OF CONTRACT

- 9.1 The BIDDER, to whom the CONTRACT is awarded, will be required to execute the CONTRACT and furnish INSURANCE CERTIFICATES within 10 calendar days from the date when the Notice of Award is delivered to the BIDDER. In case of failure of the BIDDER to execute the CONTRACT or provide the required insurance certificates, the OWNER may consider the BIDDER in default.

10. NOTICE TO PROCEED

- 10.1 The OWNER, within 20 calendar days of receipt of acceptable INSURANCE CERTIFICATES and CONTRACT signed by the BIDDER to whom the CONTRACT was awarded, shall sign the Agreement and return to said BIDDER an executed duplicate of the CONTRACT. Should the OWNER not execute the CONTRACT within such period, the BIDDER may, by written notice, withdraw his signed CONTRACT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

10.2 The Notice to Proceed shall be issued within 10 calendar days of the execution of the Contract by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be changed by mutual agreement between the OWNER and CONTRACTOR. If the Notice to Proceed is not issued within the 10 day period or within the period mutually agreed upon, the CONTRACTOR may terminate the CONTRACT without further liability on the part of either party.

11. LOCATION AND ACCESS

11.1 Encroachment on private property, outside the construction easements or right-of-way, by the CONTRACTOR or the WORK, is prohibited unless special arrangements are made in writing with the property owner, and agreed to by the ENGINEER or the OWNER. Damage to private property, both within and outside the delineated easements, shall be repaired and paid for by the CONTRACTOR at his expense. The location of the project is as shown on the location map.

12. OWNERS RIGHT TO REJECT BIDS

12.1 The OWNER reserves the right to reject any or all proposals and/or to waive technical defects as the interests of the OWNER may require. The OWNER proposes to award a CONTRACT to a single successful BIDDER as soon as possible after BIDS have been opened.

13. PRICES AND PAYMENTS

13.1 The quantities and portions of the WORK are described in the Specifications. Payment for the WORK will be paid on a lump sum price basis for the completed WORK, and will cover materials, supplies, labor, tools, equipment and all other expenditures necessary to a satisfactory compliance with the CONTRACT, unless specifically otherwise provided.

2013 Concrete Replacement Project					
Bid Item #	Description	QUANTITY	UNIT	UNIT \$	COST
1	SIDEWALK (4" THICK) W/6" CLASS VI ABS	3347	SF		
2	SIDEWALK (6" THICK) W/6" CLASS VI ABS	114	SF		
3	VERTICAL CURB W/2' PAN W/6" CLASS VI ABS	270	LF		
4	8" CONCRETE PAVING (V PAN) W/6" CLASS VI ABS	172	SF		
5	ADA RAMP UPGRADES	5	EA		
6	MEDIUM ISLAND (1' THICK) W/6" CLASS VI ABS	1200	SF		
7	TRAFIC CONTROL	1	LS		
8	MOBILIZATION	1	LS		
9	CONCRETE SIDEWALK CHASE 8" x 12' Frame & Metal Cover	1	LS		
NOTE: QUANTITIES ARE ESTIMATED TO BE ACCURATE AS POSSIBLE. FINAL PAYMENT WILL BE MADE ON ACTUAL QUANTITIES.					Total Project

2013 Concrete Replacement Locations:

1. 5th Street, Main to Palmer (both sides)
2. 6th Street, S/W corner
3. All Island Noses on Main Street from City Market Entrance to the last island on the south end of town, count of 20 @ 60sqft each.
4. Recreation Center, 114sqft 6" slab around back.
5. 128 Main Street, 364sqft 4" Sidewalk.
6. 739 Dodge Street, 250sqft 4" Sidewalk.
7. 655 Grand Av. 50lnft C&G

All traffic control must be done by a certified traffic control company in compliance with CDOT Road and Bridge Manual and a MHT must be submitted for approval prior to construction.

CITY OF DELTA, COLORADO

PROPOSAL

2013 Concrete Replacement Project

To: City of Delta Public Works Department

The undersigned bidder, having examined the plans, specifications, and other Contract Documents as designated, and any addenda thereto, having investigated the location of, and conditions affecting the proposed work; and being acquainted with and fully understanding the extent and character of the work covered by this Proposal and all factors and conditions affecting or which may be affected by the work;

HEREBY PROPOSES, pursuant to the Requirements for Bids as specified in the Bid Package entitled **2013 Concrete Replacement Project**, to furnish all required materials, tools and equipment to perform all necessary labor and superintendence; and to undertake and complete the work required in the City of Delta, Colorado in full accordance with plans, specifications and Contract Documents hereto attached or by reference made a part thereof at, and for the unit prices depicted below.

_____ (\$ _____)
(written amount)

The BIDDER acknowledges receipt of the following ADDENDA:

The undersigned bidder proposes to sublet the following work:

1. WORK DESCRIPTION: _____

NAME OF SUBCONTRACTOR: _____

ADDRESS OF SUBCONTRACTOR: _____

2. WORK DESCRIPTION: _____

NAME OF SUBCONTRACTOR: _____

ADDRESS OF SUBCONTRACTOR: _____

3. WORK DESCRIPTION: _____

NAME OF SUBCONTRACTOR: _____

ADDRESS OF SUBCONTRACTOR: _____

The undersigned bidder proposes to sublet the following work:

4. WORK DESCRIPTION: _____

NAME OF SUBCONTRACTOR: _____

ADDRESS OF SUBCONTRACTOR: _____

5. WORK DESCRIPTION: _____

NAME OF SUBCONTRACTOR: _____

ADDRESS OF SUBCONTRACTOR: _____

6. WORK DESCRIPTION: _____

NAME OF SUBCONTRACTOR: _____

ADDRESS OF SUBCONTRACTOR: _____

The undersigned bidder acknowledges the right of the City to reject any and all bids submitted and to waive informalities therein.

By submission of the BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his 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.

The BIDDER agrees to commence Work with in 10 calendar days after issuance of a Notice to Proceed, to fully complete said Work on or before 45 calendar days after the notice to proceed has been issued.

The submission of a BID will constitute an incontrovertible representation by the BIDDER that he is familiar with conditions of the site together with the work required.

BIDDER agrees to perform all work described in the Contract Documents for unit prices or lump sum as shown on the Bid Schedule. The BIDDER further agrees that no bid may either be changed or withdrawn, without consent of the City, for a period of sixty (60) days after the scheduled time for opening the bids.

The undersigned BIDDER hereby agrees to be ready and to appear at the office of the City of Delta Clerk to execute the attached Agreement in conformity with this bid, and also to have ready and furnish the required insurance certificates at any time within ten (10) days from the date of a Notice of Award, mailed to the address hereinafter given.

Dated at _____ this _____ day of _____, 20 _____.

Signatures of
Bidders:

If an individual: _____ doing business as

If a partnership: _____ by
_____ member of firm.

If a corporation: _____ by

Corporate Seal:

ATTEST:

Title:

Business Address of
Bidder

Bidder is required to submit

STATEMENT OF BIDDERS QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder:

2. Permanent main office address:

3. When Organized:

4. If a corporation, where incorporated:

5. How many years have you been engaged in contracting business under your present trade name?

6. Contracts on hand: (schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

7. Have you ever failed to complete any work awarded to you?

If so, where and why?

8. Have you ever defaulted on a contract?

If so, where and why?

9. List the more important similar projects recently completed by your company, stating the approximate cost for each, and the month and year completed:

10. List your major equipment available for this contract.

11. Show verification, if available, of Pre-qualification with the Colorado Department of Transportation:

12. Describe your experience in construction work similar in importance to this project:

13. Can you provide personnel certified as work zone traffic control supervisors (A.T.S.S.A, or I.M.S.A.) for the performance of this contract?

14. Give bank references:

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the County?

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Bidder's Qualifications:

Dated At:

This _____ day of _____, 2013.

Name of Bidder

By

:

Title:

State of _____)

ss.

County of _____)

Being duly sworn deposes and says that he is _____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2013.

Notary Public

Address

(seal)

My Commission Expires: _____

NOTICE OF AWARD

TO: _____

PROJECT: 2013 CONCRETE REPLACEMENT PROJECT

You are notified that your bid dated _____, for the above contract has been considered. You are the apparent successful bidder and have been awarded a contract for the **2013 Concrete Replacement Project**, as specified in the contract documents.

The contract price of your contract is: \$ _____

Two copies of each of the proposed Construction Contract Agreements (except drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten business days of the date of the Notice of Award, that is by _____

1. You must deliver to the Owner two fully executed copies of the Agreement. Each must bear your signature on the last page.
2. Before the Notice to Proceed is issued, the Contractor must purchase and maintain certificates of insurance that are acceptable to the Owner, in accordance with the Construction Contract Agreement and ~~provide Performance and Payment Bonds for 100% of the bid amount.~~
3. List of Other Conditions precedent: None

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid abandoned, to annul this Notice of Award and declare your bid security forfeited.

Within ten business days after you comply with those conditions, the Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

CITY OF DELTA, OWNER

BY: _____
(Authorized Signature)

(Title)

2013 Concrete Replacement Project
CONSTRUCTION CONTRACT
AGREEMENT

THIS AGREEMENT is made between the City of Delta, Colorado, (Owner or City) and the Contractor, _____ for the Construction Project known as:

2013 Concrete Replacement Project

The Owner's Representative (OR) is:

Phil Riley, Engineering Tech
City of Delta Public Works

The Owner and Contractor agree as follows:

ARTICLE 1
THE WORK:

The Contractor shall perform all the Work required by the Contract Documents for the **2013 Concrete Replacement Project**

ARTICLE 2
TIME OF COMMENCEMENT AND COMPLETION:

The Work to be performed under this Contract shall be commenced on or before _____ and completed by _____. See Paragraph 23 of the project special conditions for specific milestone dates that must be met.

ARTICLE 3
CONTRACT AMOUNT AND BASIS:

The Owner shall pay the Contractor for the satisfactory performance of the Work, subject to additions and deductions by Change Order as provided in the General Conditions, the following:

\$ _____ based on the quantities and unit rates attached

The contract shall be paid based on actual work performed in accordance with the Unit Rates specified in the contract proposal/bid schedule, a copy of which has been attached to this agreement.

ARTICLE 4

PROGRESS PAYMENTS:

Based upon Applications for Payment submitted to the OR by the Contractor and Certificates for Payment issued by the OR, the Owner shall make progress payments to the Contractor as follows:

Lump Sum Payment

5% of each amount certified for payment shall be retained by the City until final payment.

ARTICLE 5

FINAL PAYMENT:

After completion of the Work, provided the Contract be then fully performed, subject to the provisions of Article 16 of the General Conditions, the City shall publish a Notice of Final Settlement twice at least 10 days prior to the date of final settlement. The City shall withhold from final payments any amounts as required pursuant to C.R.S. 38-26-107.

ARTICLE 6

ENUMERATION OF CONTRACT DOCUMENTS:

The Contract Documents are as noted in Paragraph 7.1 of the General Conditions and are indicated as follows:

- Agreement including General Conditions
- Special Conditions
- Specifications
- Drawings
- Addenda (if any)
- Change Orders (if any)
- Modifications (if any)
- Written Interpretation of OR (if any)
- Performance Bond or Letter of Credit
- Payment Bond or Letter of Credit

ARTICLE 7

CONTRACT DOCUMENTS:

7.1 The Contract Documents consist of this Agreement (which includes the General Conditions), Special Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, all modifications, any performance or payment bonds, all Change Orders, and all written interpretations of the Contract Documents issued by the OR. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Paragraph 10.2 necessary for the proper execution and completion of the Work and the terms and conditions of payment therefor, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

7.2 The Contract Documents shall be signed in not less than duplicate by the Owner and the Contractor. If either the Owner or the Contractor do not sign the Drawings, Specifications, or any of the other Contract Documents, the OR shall identify them. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

7.3 The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 8

OWNER'S REPRESENTATIVE (OR):

8.1 The OR will provide general administration of the Contract and will be the Owner's representative during construction and until issuance of the final Certificate for Payment.

8.2 The OR shall at all times have access to the Work wherever it is in preparation and progress.

8.3 The OR will make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The OR will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The OR will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

8.4 Based on such observations and the Contractor's Applications for Payment, the OR will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 16.

8.5 The OR will be, in the first instance, the interpreter of the requirements of the Contract Documents. He will make decisions on all claims and disputes between the Owner and the Contractor.

8.6 The OR will have authority to reject Work which does not conform to the Contract Documents.

8.7 For the purposes of this Agreement and Contract, the term OR is synonymous with the terms Engineer or Inspector as referred to in the following references from Section 9 of the Special Condition for this Contract: Technical Specifications of this Contract, the *City of Delta Standards and Specifications For the Design and Construction of Public Improvements*, and the State of Colorado Standard Specifications for Road and Bridge Construction.

8.8 The OR will decide all questions regarding the quality and acceptability of materials furnished, work performed, and the rate of progress of the work; all interpretation of the plans and specifications; and the acceptable fulfillment of the Contract.

The OR will, in writing, suspend the work, wholly or in part:

- (A) For failure of the Contractor to correct conditions unsafe for the workmen or the general public
- (B) For failure to carry out Contract provisions
- (C) For failure to carry out orders
- (D) For periods of unsuitable weather
- (E) For conditions unsuitable for the prosecution of the work
- (F) For any other condition or reason determined to be in the public interest

ARTICLE 9

OWNER:

9.1 The Owner shall furnish all survey DATA.

9.2 The Owner shall secure any required permanent easements or real property necessary for the project and advise Contractor of the boundaries of City easements or property.

9.3 The Owner shall issue all instructions to the Contractor through the OR.

ARTICLE 10
CONTRACTOR:

10.1 The Contractor shall supervise and direct the Work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

10.2 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

10.3 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

10.4 The Contractor warrants to the Owner and the OR that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective.

10.5 The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, and licenses necessary for the execution of the Work at Contractor's expense, except as provided in Article 24. The City is exempt from State and local sales and use taxes. Contractor shall take steps to obtain such exemption from the Colorado Department of Revenue pursuant to C.R.S. 39-26-114(1)(a) XIX and 114(d).

10.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work, and shall notify the OR if the Drawings and Specifications are at variance therewith.

10.7 The Contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

10.8 The Contractor shall review, stamp with his approval and submit all samples and shop drawings as directed for approval of the OR for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings.

10.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent, except as otherwise specified.

10.10 The Contractor shall indemnify and hold harmless the Owner and the OR and their officers, agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Owner or the OR or any of their officers, agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 10.10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 10.10 shall not extend to the liability of the OR, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the OR, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 11
SUBCONTRACTS:

11.1 A subcontractor is a person who has a contract with the Contractor to perform any of the Work at the site.

11.2 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the OR in writing a list of the names of subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any subcontractor to whom the OR or the Owner may have a reasonable objection. The Contractor shall not be required to employ any subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.

ARTICLE 12
SEPARATE CONTRACTS AND OWNER WORK:

12.1 The Owner reserves the right to award other contracts in connection with other portions of the Project or other work on the site or to perform such work itself.

12.2 The Contractor shall afford other contractors or Owner reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

12.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

ARTICLE 13
ROYALTIES AND PATENTS:

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

ARTICLE 14
PERFORMANCE AND PAYMENT BONDS:

A Performance and a Payment Bond shall be submitted by Contractor for all contracts in excess of \$ 50,000 or if indicated in Article 6.

Each bond shall be in the amount of the contract sum and shall either be in the form supplied by Owner or shall be in such other form as approved by Owner. Each bond shall comply with the requirements of C.R.S. 38-26-105 and 106.

When indicated in Article 6, a clean irrevocable letter of credit to the City from a bank acceptable to the City may be substituted for the bond indicated. Such letter of credit shall not expire prior to one year following final settlement.

ARTICLE 15
TIME:

15.1 All time limits stated in the Contract Documents are of the essence of the Contract.

15.2 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the OR may determine justifies the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the OR may determine.

15.3 A daily charge will be made against the Contractor for each calendar day that any work remains uncompleted after the elapse of the contract time. This daily charge will be deducted from any money due the Contractor. This deduction will not be considered a penalty but as liquidated damages.

The schedule of liquidated damages is as set in Table 15.1 below.

Original Contract Amount		Liquidated Damages per Day when Contract Time is Based
From More Than	To and Including	On Calendar Day or Completion
\$ 0	\$ 50,000	\$ 350
50,000	100,000	380
100,000	250,000	440
250,000	500,000	520
500,000	1,000,000	640
1,000,000	2,000,000	820
2,000,000	4,000,000	1,080
4,000,000	8,000,000	1,450
8,000,000	12,000,000	1,820
12,000,000	16,000,000	2,250
		Increase per each additional 2,000,000 Contract Amount or part thereof over 16,000,000
16,000,000	No Limit	120

Table 15.1

Due account will be taken of any adjustment of the Contract Time for completion of the Work granted under the provisions of subsection 15.2 above.

Permitting the Contractor to continue and finish the Work or any part thereof after lapse of Contract Time will not operate as a waiver on the part of the City of any of its rights under the Contract.

Any deduction assessed as liquated damages under this subsection shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors or subcontractors on the project or other projects caused by failure of the assessed Contractor to complete the Work according to Contract times.

ARTICLE 16
PAYMENTS:

16.1 Payments shall be made as provided in Article 4 of this Agreement.

16.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims asserted or evidence which indicates probable assertion of claims, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment, (4) damage to another contractor or Owner, or (5) unsatisfactory prosecution of the Work by the Contractor.

16.3 Final payment shall not be due until (1) the Contractor has delivered to the Owner a bond, a clean irrevocable letter of credit, cash or other security satisfactory to the Owner indemnifying Owner against any claim which has been asserted by anyone for labor, materials, equipment or otherwise arising out of the contract or on account of any claim which either City or Contractor believes may be asserted, (2) the City has inspected and approved the Work as complying with the contract, (3) written consent of surety, if any is given, and (4) any manufacturers' or suppliers' warranties and equipment literature, and any as built plans required are delivered to Owner.

16.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled claims, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

ARTICLE 17

PROTECTION OF PERSONS AND PROPERTY AND RISK OF LOSS:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or elsewhere. Contractor shall bear all risk of loss to the work, or materials or equipment for the work due to fire, theft, vandalism, or other casualty or cause, until the work is fully completed and accepted by the City. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Owner or OR or anyone employed by either of them or for whose acts either of them may be liable, but which are not attributable to the fault or negligence of the Contractor.

ARTICLE 18

INSURANCE:

18.1 Contractor shall maintain in force a Workmen's Compensation and Employer's Liability Insurance Policy in the amounts and with the coverage as required by the Workmen's Compensation Laws of the State of Colorado. A Certificate of such insurance shall be filed with the City.

18.2 Contractor shall also maintain the following insurance policies and coverage as indicated in the minimum amounts as indicated below:

18.2.1 [X] General Liability in the minimum amounts of \$150,000 per person, \$600,000 per occurrence for both bodily injury and property damage to include the following coverage:

- [X] Comprehensive Form
- [] Premises/Operations
- [] Underground, Explosion and Collapse Hazard
- [] Products/Completed Operations
- [] Contractual
- [] Independent Contractors
- [] Broad Form Property Damage
- [] Personal Injury
- []

18.2.2 Automobile Liability in the minimum amounts of \$150,000 per person, \$600,000 per occurrence for both bodily injury and property damage covering the following:

- Any Auto
- All Owned Autos (Private Passengers)
- All Owned Autos (Other than Private Passengers)
- Hired Autos
- Non-Owned Autos
- Garage Liability
-

18.2.3 Contractor shall either provide the City with a Certificate of Insurance providing that the above insurance cannot be cancelled without 30 days written notice to the City or they shall have the City included as an additional insured on such policies and provide the City with a copy of the policy, and all endorsements. A Certificate of Insurance stating that failure to mail the notice to the City shall impose no obligations or liability upon the insurance company shall not be acceptable.

ARTICLE 19

PROPERTY INSURANCE:

19.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interest of the Owner, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of Fire, Theft, Extended Coverage, Vandalism and Malicious Mischief. Such policy shall be an "all risk" Builder's Risk Policy.

19.2 Any insured loss is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of any mortgage clause.

19.3 The Contractor shall file a copy of all such policies with the Owner prior to the commencement of the Work.

19.4 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph. The Contractor shall require similar waivers by subcontractors and sub-subcontractors.

ARTICLE 20

CHANGES IN THE WORK:

20.1 The Owner without invalidating the Contract may order Changes in the Work consisting of additions, deletions or modifications with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Owner.

20.2 The Contract Sum and the Contract Time may be changed only by Change Order.

20.3 The cost or credit to the Owner, if any, from a Change in the Work shall be determined by unit prices if specified in the Contract Documents, or by mutual agreement.

ARTICLE 21

CORRECTION OF WORK:

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Final Settlement of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article 21 apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor, and are in addition to any other remedies or warranties provided by law.

ARTICLE 22

TERMINATION BY THE CONTRACTOR:

If the OR fails to issue a Certificate of Payment for a period of thirty days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of thirty days, the Contractor may, upon seven days written notice to the Owner and the OR, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment tools, and construction equipment and machinery, including reasonable profit and damages.

ARTICLE 23

TERMINATION BY THE OWNER:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate Contractor's work under the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.

ARTICLE 24
PERMITS:

No additional permits are anticipated for this project.

ARTICLE 25
MISCELLANEOUS PROVISIONS:

25.1 This Contract is governed by the laws of the State of Colorado.

25.2 Contractor shall not assign this Contract. The provisions of the Contract are binding on the heirs, successors or assignees of the parties.

25.3 The rights and remedies available under this Contract shall be in addition to any rights and remedies allowed by law.

25.4 No failure to enforce any provision of the Contract on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this Contract concerning any subsequent or continuing breach.

25.5 The terms of this Agreement shall remain in full force and effect following final payment.

ARTICLE 26

ADDITIONAL PROVISIONS:

SPECIAL PROVISIONS UNDER C.R.S. SECTION 8-17.5-101.

Exhibit B must be executed certifying that the contractor complies with Colorado State Law concerning employment of and/or contracting with illegal aliens.

This Agreement is dated _____.

OWNER:

CITY OF DELTA

By _____

Title _____

CONTRACTOR:

By _____

Title _____

Reviewed by the City Attorney this ___ day of _____, 20__.

City Attorney

EXHIBIT B

(Attached to and made part of Contract Agreement dated _____ .)

Professional shall not: (1) knowingly employ or contract with an illegal alien to perform any work under this contract, or (2) enter into a contract with a subcontractor that fails to certify to the Professional that the subcontractor shall not knowingly employ or contract with an illegal alien to perform any work under this contract. Professional has verified or attempted to verify (through participation in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended) that it does not employ any illegal aliens. If Professional has not been accepted into the aforementioned basic pilot program prior to execution of this contract, Professional agrees to apply to participate in such program every three months hereafter until such acceptance has occurred or this contract has been completed, whichever is earlier. This provision shall not remain effective if the basic pilot program is discontinued. Professional shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this contract is being performed. If Professional obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, Professional shall be required to: (1) notify the subcontractor and the City that the subcontractor is employing or contracting with an illegal alien, and (2) terminate the pertinent subcontractor if, within three (3) days of giving the aforementioned notice to the subcontractor, the subcontractor does not cease employing or contracting with the illegal alien; except that Professional shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Professional shall comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established under C.R.S. §8-17.5-102. If Professional violates any provision of this paragraph 14, the City may terminate this contract for breach thereof. If the contract is so terminated, Professional shall be liable to the City for actual and consequential damages in the same manner, and to the same extent, as for any other breach.

Professional, Contractor

By _____

Title _____

City of Delta

By _____

Title _____

CITY of DELTA
NOTICE TO PROCEED

To _____ Date: _____
_____ Project: **2013 Concrete Replacement Project**

You are hereby notified to commence Work in accordance with the agreement dated _____
2013, on or before _____, and you are to complete the Work within **45** calendar days
thereafter. The date of completion of all Work is, therefore, _____

By: Phil Riley
Title: Engineering Tech,
City of Delta, Public Works Dept.
Address: 360 Main Street
Delta, Colorado 81416
Telephone: (970) 275-1844

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____
this the _____ day of _____ 2013.

By: _____
Title: Engineering Tech, Public Works Dept.
Telephone: 970-275-1844

CITY of DELTA
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: _____

Contractor: _____

Contract for: _____

Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents:

To: CITY OF DELTA
Owner

And To: _____
Contractor

The Work to which the Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. When this Certificate applies to a specified part of the Work, the items in the tentative list shall be completed or corrected by CONTRACTOR within thirty (30) days of the above date of Substantial Completion.

The Date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, and insurance shall be as follows:

Responsibilities:

OWNER: Shall be in accordance with the contract documents

CONTRACTOR: Shall be in accordance with the contract documents

The following documents are attached to and made a part of this Certificate:

Executed by OWNERS REPRESENTATIVE on _____

By: Phil Riley, City of Delta, Engineering Tech, Public Works Dept.

The CONTRACTOR accepts this Certificate of Substantial Completion on _____

By: _____

CHANGE ORDER NO.

TO: _____

DATE: _____, 20____

Upon Contractor acceptance and City approval, the work and Contract Documents for City of Delta Project entitled 2012 Phase I – 2nd Street Storm Sewer Project will be adjusted to include the following:

ADD DEDUCT

Adjustments to Contract Price & Time	Contract Dollars	Calendar Days
Contract Totals through & including Change Order No. ____	_____	_____
Adjustments this Change Order No. ____	_____	_____
(Increase) (Decrease)	_____	_____
Contract Totals to Date - Including Change Order No. ____	_____	_____

Contract Time Expires on: _____, 20____.

ACCEPTED FOR CONTRACTOR

APPROVED FOR CITY

By _____

By _____

Title _____

Title _____

Date _____

Date _____

[Use of this form is optional. Any similar form may be used.]

APPLICATION FOR PAYMENT

Number _____

To: _____
 (Project Engineer or Owner)

Project: _____

Contract Date: _____

For Work accomplished through: _____

CONTRACTORS SCHEDULE OF WORK

Item	<u>Bid Schedule</u>		<u>Completed Work</u>		
	Unit Price	Quantity	Amount	Quantity	Amount
_____	\$	_____	\$	_____	\$
_____	\$	_____	\$	_____	\$
_____	\$	_____	\$	_____	\$
_____	\$	_____	\$	_____	\$
_____	\$	_____	\$	_____	\$
_____	\$	_____	\$	_____	\$
_____	\$	_____	\$	_____	\$
_____	\$	_____	\$	_____	\$
_____	\$	_____	\$	_____	\$
_____	\$	_____	\$	_____	\$
_____	\$	_____	\$	_____	\$
_____	\$	_____	\$	_____	\$
_____	\$	_____	\$	_____	\$
_____	\$	_____	\$	_____	\$
TOTALS:			\$	_____	\$

Change Order Work:

Change Order Number: _____
Amount of Change Order: \$ _____

Change Order Number: _____
Amount of Change Order: \$ _____

Change Order Number: _____
Amount of Change Order: \$ _____

(Attach supplemental pages as necessary)

Gross Amount Due: \$ _____
Less _____ % Retainage: \$ _____
Amount Due to Date \$ _____
Less Previous Payments: \$ _____
Amount Due this Application: \$ _____

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: _____, 20 _____

Contractor

By: _____

Title: _____

OWNER REPRESENTATIVE Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: _____, 20 _____

City of Delta Public Works

By: _____

Title: _____

2013 Concrete Replacement Project
PROJECT SPECIAL CONDITIONS

1. GENERAL

Work performed under this Agreement consists of furnishing all labor, materials, equipment and accessories and performing all operations necessary to complete the work in accordance with the drawings and specifications.

The following "Project Special Conditions" shall govern in case of any discrepancies in any or all of the following specifications, and the intent, either expressed or implied in these "Project Special Conditions", shall govern in the interpretation of the plans and specifications.

The tasks to be performed under this project include:

Removal and replacement of various types of concrete thru out the town.

2. PLANS

NONE

3. INSURANCE

The Contractor shall provide insurance for this project in accordance with the requirements of Article 18 of the Construction Contract Agreement.

In the event a claim arises by cause of the Contractor's activities within the boundaries of the project, the Contractor shall conform to the following procedure:

The Contractor's Representative shall be contacted as soon as possible by the Contractor's work crew. The Contractor's Representative shall immediately contact the City of Delta's Representative.

The Contractor's Representative shall recommend resolution of the matter in writing to the claimant with a copy to the City of Delta no more than 48 hours following the occurrence. The Contractor shall purchase insurance as described Article 18 of the Construction Contract Agreement with the understanding minor claims are to be considered as well as major claims.

4. EXEMPTION FROM SALES TAX

The City of Delta is exempt from State and local sales and use taxes. The Contractor shall take steps to obtain such exemption from the Colorado Department of Revenue pursuant to C. R. S. 39-25-114(1)(a) XIX and 114(d).

4. CONTRACT TIME

The Contract Time for completion of all required Work shall be 45 calendar days from the date the Notice To Proceed is signed by the City of Delta.

[Type text]

5. PROJECT SCHEDULE AND PROGRESS MEETINGS

5.1. Schedule

The Contractor shall plan, schedule, and report the progress of the work to ensure timely completion of the work as called for in the Contract. The Contractor shall prepare a Project Schedule that shall be used for coordination, for evaluation of progress, and for the evaluation of changes to the Contract. The Schedule shall show the logical progression of all activities required to complete the Contract work, including those of subcontractors, Contractor's engineers and surveyors, and suppliers. Seasonal and weather constraints, utility coordination, railroad restrictions, right of way restrictions, traffic constraints, environmental constraints, other project interfaces, expected job learning curves, and other constraints shall be considered when preparing the Project Schedule. Days scheduled as no work days shall be indicated. The Schedule shall show all work completed within the contract time.

The Contractor shall present the schedule in a bar chart format as detailed further in this section. The Contractor shall submit two copies of all required schedule information as described below. All schedules, diagrams, and reports shall include a title, project number, date of preparation, and the name of the Contractor.

The Bar Chart Schedule shall be time scaled and shall show the following:

- The salient features, as listed in the Commencement and Completion of Work special provision.
- Any feature not listed in the Commencement and Completion of Work special provision that the Contractor considers a controlling factor for timely completion.
- The number of days required to complete each feature and its relationship in time to other features.
- Sufficient space for each feature to permit two additional plots parallel to the original time span plot.
- The anticipated delivery dates for equipment or materials in any feature that could affect timely completion of the project.
- Critical completion dates for any activity within any feature that could affect timely completion of the project.
- Connecting lines between features that show the intended progression of activities.
- The Schedule shall be updated as of the cutoff date for the monthly progress pay estimate and submitted to the Engineer before the payment of the progress pay estimate is approved.
- The Contractor shall provide a copy of the original bar chart showing, for each feature, the days actually worked and the anticipated days required to complete it.

[Type text]

5.2 Progress Meetings

The Contractor will participate with the Owner and their Representative in a weekly progress meeting for the duration of this contract unless the meetings suspended by the Owner. The meetings will take place at the City of Delta's Public Works office, located at 640 4th Street, Delta, CO. The day and time for the meetings will be determined by the Owner's Representative.

6. DAYS AND HOURS WORKED

The Contractor's work shall take place between the hours of 7:00 a.m. to 4:00 p.m. Monday through Friday of each week that work to be performed.

The Contractor shall not carry on construction operations on Saturdays, Sundays or holidays unless previously arranged and approved. The Contractor shall not perform work on any day of a three or four day holiday weekend when the holiday is New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. The Contractor shall only make emergency repairs, and provide proper protection of the work and traveling public on these days.

7. TESTING AND INSPECTION LABORATORY SERVICES

Owner will appoint, employ, and pay for specified services of independent firm to perform testing and inspections.

Independent firm will perform tests, inspections, and other services as required.

Coordinate and cooperate with independent firm; furnish samples as requested.

Contractor shall provide a minimum of 24-hour written notice to the Owner and to Testing Firm prior to the need for tests or inspections.

Contractor will be required to insure that all tests and frequencies as specified by the City of Delta Standards and Specification for the Design and Construction of Public Improvements. All failing tests shall be reworked and retested to provide a passing result.

Re-testing required because of non-conformance to specified requirements will be charged to Contractor.

8. INTERPRETATION OF ESTIMATED QUANTITIES

The Contract Documents include a list of approximate quantities for the work. Bidders are cautioned that the estimated quantities in the Unit Price Schedule are approximate only and are prepared for the comparison of bids. The basis of payment will be actual quantities of work performed and accepted, except for the lump sum bid items.

9. UNIT PRICES

Shall include all materials, equipment and labor to perform the task.

10. SPECIFICATIONS

All construction shall be in conformance with the Plans, Technical Specifications, the *City of Delta Standards and Specifications For the Design and Construction of Public Improvements*, and the State of Colorado Standard Specifications for Road and Bridge Construction.

In the event that there is conflict between the various reference specifications, they shall in general govern in the following order:

- 1) **The Project Special Conditions and Technical Specifications**
- 2) **Notes on the Plans**
- 3) **City of Delta Standards and Specifications For the Design and Construction of Public Improvements**
- 4) **"Standard Specifications for Road and Bridge Construction, State of Colorado"**

The Contractor shall obtain, at his expense, copies of the Department of Highways Standard Specifications for Road and Bridge Construction and the M- and S- Standards as may be necessary to prepare his proposal or to complete the work. He shall also obtain, at his expense, copies of the City of Delta Standards and Specifications For the Design and Construction of Public Improvements.

11. CONCURRENT OPERATIONS

There are no known operations that will occur concurrently with this project.

12. MATERIALS SUBMITTALS

Submitted to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

Submit in form of electronic files on CD-ROM or hard copy (paper). If in hard copy, submit number of copies which Contractor requires, plus three copies which be retained by the Engineer.

Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

Submit the following:

- a. Cut Sheets for all storm and water pipe, manholes, inlets, fittings, valves, concrete sealant / cure compound and paint used for striping/crossings.
- b. Soil test data for all imported backfill, pipe bedding, trench stabilization rock, onsite subgrade soils and Class VI base course materials.

- b. Mix designs for Portland Cement Concrete and Asphalt Concrete Pavement.
- c. Winter protection plan for concrete and subgrade protection if completed during winter conditions.

13. RESTORATION

Contractor shall be required to restore the surfaces of the areas within the right of way, temporary construction easements, other easements and all areas adjoining or disturbed by construction activities to its original condition, or as shown on the plans or directed by the Engineer. The Contractor shall also restore any disturbed structures; utility appurtenances or fencing not designated for removal within the project limits, to its original condition. Restoration shall be considered incidental to the work and no separate payment shall be made for this work.

14. LOCATION AND PROTECTION OF UTILITIES

The Contractor shall be responsible for the location and protection of all utilities within the project area. This shall include, but not be limited to, the location of all buried power lines, telephone lines, fiber optic cables, sewer lines, irrigation lines, and water lines. The Contractor shall be responsible for the coordination of any activities affecting utilities, and any utility relocation efforts required for utilities disturbed by this project.

The Contractor shall comply with Article 1.5 of Title 9, Colorado Revised Statutes, 1986 Repl. Vol., as amended by Senate Bill 93-155. ("Excavation Requirements") when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, (NOT INCLUDING THE DAY OF NOTICE OR THE DAY OF EXCAVATION) prior to commencing such operations. Contact the Utility Notification Center of Colorado (UNCC 1-800-922-1987) to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning of ANY excavation.

15. TRAFFIC CONTROL PLAN – GENERAL

ALL TRAFFIC CONTROL MUST BE PREFORMED BY A CERTIFIED TRAFFIC CONTROL COMPANY.

If work is required to take place in the roadways, a Traffic Control Plan in accordance with Section 630 of the Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction. **MHT must be submitted for approval.**

It shall be the Contractor's responsibility to notify all emergency response agencies and the school district and familiarize them with his intent and operations during construction of this project.

It shall be the Contractor's responsibility to keep the pavement of all affected roadways free of mud, rocks, gravel and other construction debris. The Contractor shall sweep or otherwise clean all affected roadway within 100 feet of the project limits at the direction of the Engineer. Such work shall be incidental to construction and at no additional cost to the City of Delta.

16. PROPERTY ACCESS AND PEDESTRIAN TRAFFIC

The Contractor shall be responsible for coordinating with property owners whose primary access falls within the construction activities. This shall include a minimum of 24-hour notification and coordinating private driveway and/or other site improvements with the homeowner or business.

The Contractor will be required to provide safe pedestrian access, business access and access for the US Postal Service, through the project during construction. All pedestrian accommodations shall conform with the most recent version of the ADA requirements.

17. PROTECTION OF ADJOINING PROPERTIES

The Contractor shall at all times take such actions as necessary to protect all adjoining property and improvements from damage due to the conduct of his operations. Construction of improvements requiring excavation adjacent to trees or shrubs not specified for removal shall be performed by manual methods so as to minimize the impact on existing root systems.

18. SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the State, County and other local Boards of Health, having jurisdiction.

19. CONSTRUCTION SURVEYING

The City will be responsible for surveying.

20. ASPHALT REMOVAL

The Contractor shall be responsible for the removal of asphalt. Asphalt removal shall be completed per this contract's "Technical Specifications". The City has a disposal location at the City of Delta Public Works yard located approximately five blocks west of the intersection of 4th and Main Streets. The Contractor shall protect the cut edge of the asphalt to prevent damage to the edge. If the edge begins to show raveling, the City may request, at the Contractors expense, additional asphalt removal and/or milling to provide a clean edge prior to placement of the new asphalt. The City will retain the asphalt millings at the City of Delta Public Works yard. Contractor shall deliver the mills to the designated location by using the road on the west side of Callaway Packing, shortcutting across Callaway's property will not be tolerated.

[Type text]

21. PROJECT RECORD DOCUMENTS

Maintain on site one set of Contract Documents to be utilized for record documents.

Record actual revisions to the Work. Record information concurrent with construction progress.

Provide electronic as-built drawing and survey files prepared and sealed by Colorado-licensed Land Survey that reflect the as-constructed improvements.

These as-built drawings shall include all storm sewer inverts at manholes, invert elevations and locations of all services lines, manhole rims and inverts in and out, storm inlet flowline elevations and inverts in and out, water mains/valves/meter locations, etc.

These as-built drawings shall be submitted for approval to the Engineer prior to approval of final Application of Payment.

22. CONSTRUCTION FIELD CHANGES

The contract documents provide forms for construction field change order requests. ALL changes to the contract drawings which result in increased cost or quantities to the contract MUST be approved in writing PRIOR to the work being performed. Any change, or increases in quantities, made without written prior approval may result in no additional compensation to the contractor.

SECTION 9
PROJECT TECHNICAL SPECIFICATIONS
2013 Concrete Replacement Project

9.1. PLANNING / GRINDING / ROTOMILLING OF ASPHALT CONCRETE PAVEMENT

9.1.1. General

This item shall consist of furnishing all equipment, supervision, labor, and necessary items for removal and disposal of pavements and pavement markings as illustrated in the Plans. It shall also include salvaging and hauling away all planed material, and sawing and cutting to facilitate controlled breaking and removal of concrete and asphalt concrete pavement to a neat line. Traffic control is considered part of this Item and shall not be paid for separately. All taxes, licenses and fees shall have been paid prior to commencing the work. Proper licenses and permits shall be posted as required by law.

9.1.2. EQUIPMENT

The Contractor shall supply all equipment necessary to perform the work, including but not limited to:

A planer with sufficient power, traction, and stability shall be required to maintain an accurate depth of cut. The propulsion and guidance system of the planer shall be maintained in such condition that the planer may be operated to straight and true lines without excessive lateral deviation. Operation with broken or missing teeth will not be allowed. Worn teeth shall be replaced if the planer does not produce a uniform surface. The planer shall be capable of picking up the removed asphalt cement concrete pavement in a single operation. A self loading conveyer shall be an integral part of the planer. Windrows will not be allowed. A sufficient number of brooms shall be used immediately after planning to remove all planed material remaining on the roadway. Signage and traffic control shall be consistent with the Manual of Uniform Traffic Control Device, latest edition. Equipment shall be approved by the Owner's representative. All equipment and machinery shall be kept in good working order, free of leaks and properly muffled.

9.1.3. PROCEDURE

Prior to beginning planning operations, the Contractor shall submit a planning plan for approval by the Owner's representative. This plan shall include as a minimum:

- The number and types of planers to be used.
- The width and location of each planning pass.
- The number and types of brooms to be used, and their locations with respect to the planers. The Contractor shall have at least one back-up broom on the project at all times in case one of the operating brooms breaks down.
- Traffic control plan.

When planning adjacent to new asphalt concrete pavement, the planer shall cut a minimum of 3 inches laterally into the new asphalt concrete pavement. When a planed area is adjacent to Portland cement concrete, the concrete shall be cut with a saw to form a smooth, straight line at the joint with the Portland cement concrete. The asphalt concrete pavement shall be broken or chipped away to match the plane depth. The planed surface shall be no rougher (in inches/mile) than the original surface.

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Grinding shall consist of milling, grinding, or cold planning (2") inch of the existing pavement surface to establish a new surface profile and cross-section in preparation for a bituminous overlay. After grinding, the surface shall have a grooved or ridged finish, uniform, and resistant to raveling or traffic displacement. This textured surface shall have grooves of one-quarter inch (1/4") plus or minus one-eighth inch ($\pm 1/8$).

Wedge cut grinding shall consist of grinding the existing pavement surface a minimum of six feet (6') wide at the existing concrete gutter and at all existing concrete crossspans. The edge of the gutter end or crossspan end of the finished wedge cut shall be one-and-one-half inches (1-1/2") below the edge of the existing concrete gutter or lip of pan. The centerline of the street edge of the wedge cut will be cut one-eighth inch (1/8"). The depth of cut shall be determined by measuring to the top of the ridges by placing a five-foot (5') straight edge perpendicular to the grooving pattern. Full-width grinding shall consist of grinding the existing pavement surface from edge of gutter to edge of gutter to a minimum depth of two inches (2") unless otherwise directed by the City Representative.

In grinding around utility castings, the Responsible Party may choose to remove the entire existing bituminous pavement around the castings where grinding is not completed and replace it with bituminous surface course placed and compacted in three-inch (3") lifts. The Responsible Party shall vertically cut the limits of the area to be patched, mechanically compact the existing base course, and prime the bottom and vertical edges before backfilling. The Responsible Party shall remove the cuttings immediately behind the grind machine by belt loader, end loader, power sweeper, and/or by hand. The removed material shall be disposed of as approved by the City Representative.

The grinding machine shall be a power-operated, self-propelled machine having a cutting drum with lacing patterns that will attain a grooved surface and produce grinding chips of less than one inch (1") in size. The grinding machine shall be equipped with a pressurized watering system for dust control. The equipment shall be a type that has successfully performed similar work.

The cleaning equipment shall be a type that will efficiently remove all loosened material and load into trucks for hauling and spreading. Because of the nature of the streets to be ground and the traffic restrictions, a belt loader followed by a power sweeper and manual sweeper is the most desirable method. Flushing into the City's storm sewer system as a means of clean-up will not be allowed.

9.1.4. MEASUREMENT & PAYMENT

The planning areas will be measured by the square yard planed and cleaned per the plans. No excess beyond the plan quantities shall be paid.

The work performed in accordance with this Item and measured will be paid for at the unit price bid for "Asphalt Cement Concrete Planning". Payment for planning shall include all equipment, supervision, labor, material, supplies, maintenance and other items necessary to perform the items included in the Specifications, including all engineering calculations, traffic control and tests provided by the **CONTRACTOR**.

9.2. BITUMINOUS OVERLAY CONSTRUCTION

9.2.1. GENERAL

This item shall consist of furnishing all equipment, supervision, labor, and necessary items for installation of pavements and pavement markings as illustrated in the Plans. Traffic control is considered part of this Item and shall not be paid for separately.

9.2.2. BITUMINOUS PAVEMENT MATERIALS

All pavement shall be hot bituminous pavement of the plant mix type unless otherwise approved in writing by the City Representative and shall be a minimum of two (2") inch on 2nd Street. Materials shall be in accordance with the Colorado Department of Transportation's "Standard Specifications for Road and Bridge Construction," Sections 702 and 703, and the following requirements:

- The asphalt cement shall be 85-100 penetration grade.
- The gradation of the mineral aggregate shall be grading SG (1-inch maximum) for new street construction. Grading SX (1/2-inch maximum) may be used for overlay or in special cases as authorized in writing by the City Representative.

When tested in accordance with the requirements of ASTM D-1559, the mixture will conform to the following limits:

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| • Stability (minimum) | 1,000 |
| • Flow (minimum) hundredths of an inch | 8 |
| • Flow (maximum) hundredths of an inch | 16 |
| • Percent Voids | 3-5 |
| • Percent Voids Filled With Bitumen | 75-85 |

Determination of the effect of water on the cohesion of the bituminous mixture shall be made in accordance with AASHTO T-165. Retained strength shall be a minimum of seventy-five (75). The use of an "anti-stripping" admixture to improve the retained strength characteristics will be permitted only by written permission of the City Representative. The cost of admixtures shall be borne by the Contractor.

9.2.3. TACK COAT MATERIALS, MEASUREMENT & PAYMENT

When tack coat is specified on the approved plans or required by the City Representative, all construction shall be in accordance with the requirements of the Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction, Division 400. Bituminous material shall be applied at the rate of five one-hundredths (0.05) to fifteen one-hundredths (0.15) gallons per square yard.

The tack coat areas will be measured by the square yard coated per the plans. No excess beyond the plan quantities shall be paid.

The work performed in accordance with this Item and measured will be paid for at the unit price bid for **Hot Mix Asphalt 2"**. Payment for the tack coat shall include all

equipment, supervision, labor, material, supplies, maintenance and other items necessary to perform the items included in the Specifications, including all engineering calculations, traffic control and tests provided by the **CONTRACTOR**.

9.2.4. CONSTRUCTION REQUIREMENTS TACK COAT & OVERLAY

Hot mix asphalt shall be placed only on properly prepared unfrozen surfaces which are free of water, snow, and ice. Pavement material shall not be applied on a damp surface, when either the air or surface temperature is below 50 °F. Surface is defined the existing base on which the new pavement is to be placed. If the temperature falls below the minimum air or surface temperatures, or the City Representative determines that the weather conditions will not permit the pavement to be properly placed and compacted paving shall stop.

The Contractor shall schedule the work so that no planed or recycled surface is left without resurfacing for more than ten calendar days.

All pavement shall be hot bituminous pavement of the plant mix type unless otherwise approved in writing by the City Representative and shall be a minimum of two (2") inches thick. Construction shall be in accordance with the Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction, Division 400, and the following requirements:

- The asphalt cement shall be 85-100 penetration grade.
- The gradation of the mineral aggregate shall be Grading SG (1" maximum) for new street construction. Grading SX (1/2" maximum) may be used for overlay or in special cases as authorized in writing by the City Representative.

When tack coat is specified on the approved plans or required by the City Representative, all construction shall be in accordance with the requirements of the Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction, Division 400. Bituminous material shall be applied at the rate of five one-hundredths (0.05) to fifteen one-hundredths (0.15) gallons per square yard.

9.2.5. OVERLAY MEASUREMENT AND PAYMENT

The bituminous overlay areas will be measured by the square yard over laid per the plans. No excess beyond the plan quantities shall be paid.

The work performed in accordance with this Item and measured will be paid for at the unit price bid for "Hot Mix Asphalt 2". Payment for the overlay shall include all equipment, supervision, labor, material, supplies, maintenance and other items necessary to perform the items included in the Specifications, including all engineering calculations, traffic control and tests provided by the **CONTRACTOR**.

9.3 STORM SEWER CONSTRUCTION

9.3.1 General

All storm sewer systems shall comply with the requirements of the City of Delta Standards and Specifications for the Design and Construction of Public Improvements. All work performed must comply with the general requirements contained in Chapter 1 and acceptance requirements of Chapter 10 of these Standards. Special criteria shall be outlined at pre-design meetings and in the approved construction plans, as determined necessary by the City.

All excavation and trenching including drainage, dewatering, preparation of subgrades, pipe bedding, backfilling, compacting, and finish grading for underground pipe lines, service lines and appurtenances shall be in accordance with Chapter 9 of the Standards.

All storm sewer construction including pipe installation and manhole construction shall be in accordance with Chapter 5 of the Standards and State of Colorado Standard Specification for Road and Bridge Construction.

9.4 WATER LINE CONSTRUCTION

9.4.1 General

All water distribution systems shall comply with the requirements of the City of Delta Standards and Specifications for the Design and Construction of Public Improvements. All work performed must comply with the general requirements contained within Chapter 1 and the acceptance requirements of Chapter 10 of these standards. Special criteria shall be outlined at pre-design meetings, as determined necessary by the City.

All excavation, trenching and backfilling shall be done in accordance with Chapter 9 of the Standards.

All water line construction shall be in accordance with Chapter 3 of the Standards.

9.5 PORTLAND CEMENT CONCRETE

9.5.1 General

This section enumerates the requirements for the materials, storage, transportation, measuring, mixing, placing, and curing of Portland cement concrete. This Section applies to all Portland cement concrete used in sidewalks, driveways, approaches, patches, manholes, inlets, and other structures constructed in the City of Delta. The Contractor shall contact the City twenty-four (24) hours in advance of concrete placement when the formwork is ready to receive the concrete. Where required, compaction test results shall verify the adequacy of all ground upon which concrete is to be placed. All work performed according to this section must comply with the general requirements contained within Chapter 1 and the acceptance requirements of Chapter 10 of the Standards.

All Portland cement concrete construction shall be in accordance with Chapter 7 of the Standards