



**CITY OF DELTA, COLORADO  
CONTRACT DOCUMENTS**

**FOR**

***2017 VALVE EXERCISING & MAINTENANCE***

Prepared By:  
City of Delta  
360 Main Street  
Delta, Colorado 81416  
(970) 874-7566 ext 216

CITY OF DELTA PUBLIC WORKS DEPARTMENT  
360 MAIN STREET  
DELTA, COLORADO 81416

---

**2017 VALVE EXERCISING & MAINTENANCE  
TABLE OF CONTENTS**

---

Advertisement for Bids	AB-1
Instruction to Bidders	IB-1 to IB-8
Bid Form	BF-1 to BF-5
Project Overview	PO-1 to PO-3
Special Conditions	SC-1 to SC-6
Construction Contract	CC-1 to CC-14
Exhibit B	EX-1 to EX-2
Colorado Department of Transportation Standard Specifications for Road and Bridge Construction.	By Reference Only
City of Delta Standard Specifications For The Design and Construction of Public Improvements	By Reference Only

**2017 VALVE EXERCISING & MAINTENANCE  
ADVERTISEMENT FOR BIDS**

---

The City of Delta is requesting bids from qualified Contractors for 2017 VALVE EXERCISING & MAINTENANCE where work will be performed at numerous water valve locations in the City of Delta.

The work will be performed in a workmanlike manner and in compliance with the City of Delta's Standards and Specifications found on the City website under the Public Works Department at <http://www.delta-co.gov/publicworks.html>.

Bid packages will be available online at the City's RFP page <http://cityofdelta.net/rfp.html> or for pick up from Delta's City Hall Building located at 360 Main St. Delta, CO 81416. Bids will be due on the 31<sup>st</sup> day of May, 2017 at 3:00 pm. Any questions will be directed to the City Engineer, Ellen Michelson at 970-874-7566 ext 216.

The City Council reserves the right to reject any or all bids, to waive any informalities in bids, and to accept the bid that is in the best interest of the City of Delta, Colorado.

CITY OF DELTA, COLORADO

Published in the Delta County Independent on May 17<sup>th</sup>, 2017

**2017 VALVE EXERCISING & MAINTENANCE  
INSTRUCTIONS TO BIDDERS**

---

**1. Defined Terms**

The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Request to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

**2. Copies of Bidding Documents**

2.1) Complete sets of Bidding Documents must be used in preparing Bids. The Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.2) Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

**3. Qualifications of Bidders**

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and to demonstrate qualifications to perform the Work. Each Bidder must be prepared to submit within five days of Owner's request written documentation of relevant experience with reference to a minimum of three (3) projects of similar scope and size. Statement shall include equipment and manpower available for utilization on project. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

**4. Examination of Contract Documents and Site**

4.1) It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's Observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

- 4.2) Information and data reflected in the Contract documents with respect to Underground Facilities at or contiguous to the site are based upon information and data furnished to Owner and Engineer by owners of such underground facilities or other, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Special Conditions.
- 4.3) Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any examinations, explorations, tests and studies and obtain any information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.4) On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary to submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.5) The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 4.6) The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 4.7) **General Scope of Project:** The City of Delta's Public Works Department is requesting quotes from Contractors with experience in distribution valve exercising and maintenance. The 2017 Contract focuses on exercising 300 water valves or approximately 1/5 of the City's distribution system valves. The Contractor will be issued a map of valve locations by the GIS department and a list containing valve information. As part of the maintenance program, the Contractor will perform the following steps prior to moving on to the next valve:
- (1) Locate valves using GIS data and consult public works crews if unable to locate
  - (2) Clean the Valve Box using a utility vacuum unit to provide access to valve nut
  - (3) Inspect Valve Box for any necessary repairs & record condition observations
  - (4) Operate valve from close to open (min 2 cycles) using valve exerciser tool
  - (5) Use American Water Works Association (AWWA) Manual M44 guidelines
  - (6) Record peak torque required to operate valve and number of turns
  - (7) Provide recommended action items and priority rating report for each valve

The Contractor shall deliver a database of all information collected in a format capable of being imported into city of Delta's ESRI GIS system. Database and reports should provide recommended action items and priority rating for each valve, including repairs and replacements.

The City SHALL NOT provide:

- (8) Any traffic control elements, materials, or assistance.
- (9) Any "door hangar" or daily contact and coordination with residents or businesses

## **5. Interpretations and Addenda**

5.1) All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five (5) days prior to the date for Opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2) Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

## **6. Conditions of Work**

Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his Work, must employ such methods or means as will not cause any interruption of or interference with the Work of any other Contractor or danger to the public.

## **7. Substitute or "Or-Equal" Items**

The Contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the specifications, without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the drawings or specified in the Specifications that substitute or "or-equal" items of materials or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the effective date of the Agreement.

## **8. Subcontractors, Suppliers and Others**

- 8.1)** The Owner may require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement. The apparent Successful Bidder and any other Bidder so requested shall, within three days after the Bid Opening, submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, Owner may, before Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.
- 8.2)** If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations.
- 8.3)** If requested by Owner, the apparent Successful Bidder will, within three days after the Owner's request, identify, in writing to Owner, those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award, may only subcontract other portions of the Work with the Owner's written consent.

## **9. Bid Form**

- 9.1)** The Bid Form is included with the Bidding Documents; additional copies may be obtained from the City of Delta City Hall, 360 Main St, Delta Colorado or on the City of Delta website at <http://cityofdelta.net/rfp.html>
- 9.2)** All blanks on the Bid Form must be completed in ink or by computer.
- 9.3)** Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 9.4)** Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.
- 9.5)** All names must be typed or printed below the signature.
- 9.6)** The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 9.7)** The address and telephone number for communications regarding the Bid must be shown.
- 9.8)** The Bidder may submit a bid for any one schedules shown within the Bid Form.

## **10. Submission of Bids**

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the required documents. If the Bid has been sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Any submission received after the advertised Bid Opening shall be returned unopened to the sender.

## **11. Modification and Withdrawal of Bids**

**11.1)** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the Opening of Bids.

**11.2)** If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and Engineer and promptly thereafter demonstrates to the reasonable satisfaction of Owner and Engineer that there was a material and substantial mistake in the presentation of its Bid, that Bidder may withdraw its Bid.

## **12. Bids to Remain Subject to Acceptance**

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid Opening, but Owner may, in its sole discretion, release any Bid prior to that date.

## **13. Award of Contract**

**13.1)** Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

**13.2)** In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested herein and/or in the Bid Form or prior to the Notice of Award.

**13.3)** Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations through the request of written documentation of relevant



experience with reference to a minimum of three (3) projects of similar scope and size. Statement shall include equipment and manpower available for utilization on project. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

**13.4)** Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

**13.5)** If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owners indicates that the award will be in the best interests of the Project.

**13.6)** If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid Opening.

#### **14. Laws and Regulations**

The Bidders' attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

#### **15. Complete Prices**

**15.1)** All lump sum, alternate, and unit prices must include all required General Conditions line items necessary to complete the Work, including, but not limited to the following (as required): all permits, insurance, supervision; layout and survey as needed; equipment and personnel; off-site management and administrative assistance; trash disposal to a separate dumpster; miscellaneous equipment; materials; traffic control; mobilization; as-built drawings; fuel, watchmen, flagmen, and site security; scheduling; small tools; drawings and printing expenses and mailing costs.

**15.2)** On bid items to be paid as lump sum that may extend beyond a single pay estimate, a schedule of values shall be submitted to OWNER a minimum of 10 days prior to commencement of Work. Adequate detail shall be given to allow a value to be placed on Work completed during any given pay estimate.

#### **16. Permits and Fees**

Fees for permits and inspections directly related to this construction will be paid by the BIDDER; however, no tap fees or access charges for this or subsequent Work will be the responsibility of the BIDDER. City has Tax Exemption, a copy of which will be provided to the Contractor.

Contractor and all subcontractors shall hold a current license to perform Work in the State of Colorado.

## **17. Authorities**

Special Conditions included herein supplement the City of Delta's Standards and Specifications for the Design and Construction of Public Improvements and take precedence. Work shall be completed as per these specifications and accepted by the Owner or proper agencies having jurisdiction before final payment is requested of the Owner.

## **18. Completion of Work**

Work shall be completed as per the City of Delta's Standards and Specifications for the Design and Construction of Public Improvements and accepted by the Owner or proper agencies having jurisdiction before final payment is requested of the Owner. Contractor shall provide a daily estimate of progress to the City Engineer or City representative to verify quantities and that we shall stay within the contracted price. The City shall not pay for Work above the contract price. Contractor is responsible to keep City crews informed and anticipate no nearer than a 48 hour pre-sweeping of the indicated streets. Lack of informing the City with sufficient time to schedule that require City crews to re-sweep, or adjust schedule based on too-short of notice may warrant back charges to the contractors final pricing. Therefore, the contractor shall provide a weekly anticipated schedule the Thursday before the next week's Work.

## **19. Signing of Agreement**

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten business days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten business days thereafter, Owner shall deliver one fully signed counterpart to Contractor.

## **20. Sales and Use Taxes**

Owner is exempt from Colorado State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price.

## **21. Local Contractor Preference**

**21.1)** Whenever competitive bidding is required by law for any contract involving materials, services and/or labor furnished to the City of Delta, preference shall be given to each qualified local business.

**21.2)** A qualified local business means an individual or entity who, at the time of submitting a bid for a contract relating to a City of Delta purchase or Work project, (1) currently maintains one or more fixed business offices or taxable distribution points located within Delta County, Colorado, (2) has a pre-established mailing address, other than a mere post office box, also located in Delta County, Colorado and (3) employs an adequate number of local residents to perform the preponderance of Work required by the pertinent contract for supplying materials, services and/or labor to the City.

**21.3)** In the course of evaluating bids or proposals pertaining to any contract for the purchase or lease of supplies, materials, equipment, or other personal property and/or any contract for labor to be performed on a public Works project and/or any professional services contract, the City will strive to extend an eight percent (8%) preference, but not to exceed One Hundred Thousand Dollars (\$100,000.00), to each otherwise eligible contract bidder who sufficiently demonstrates ownership of a qualified local business in the related bid proposal documents. It is provided, however, that when applying this provision to specific contract settings, the City will continue to give appropriate consideration and weight to all other relevant information and factors customarily used for comparison of bids in the process of selecting the lowest responsible bidder including, but not limited to the following:

- A) The relative quality of any proposed material items and their conformity with pertinent contract specifications
- B) The relative benefit to the City of proposed delivery and discount terms and conditions and proposed terms of warranty and repair for material items
- C) The overall experience, qualification and reputation of the bidder for performance of similar contracts, etc.

**\*\*\*\*\*END OF INSTRUCTIONS TO BIDDERS\*\*\*\*\***

**2017 VALVE EXERCISING & MAINTENANCE  
BID FORM**

---

**PROJECT IDENTIFICATION:** 2017 VALVE EXERCISING & MAINTENANCE

**THIS BID IS SUBMITTED TO:** City of Delta 360 Main St. Delta CO, 81416

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bidders. This Bid will remain subject to acceptance for thirty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within seven days after the date of OWNER's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

1. BIDDER has examined copies of all the Bidding Documents and of the following Addenda if any (receipt of which is hereby acknowledged):

Date:    Number:

Date:    Number:

Date:    Number:

2. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work. BIDDER has made such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract time and in accordance with the other terms and conditions of the Contract Documents.
3. BIDDER has correlated the results of all such measurements, observations, examinations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
4. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BIDDER agrees to perform all work described in the Scope of Work in the Contract Documents for the prices represented on this Bid Form. Price per valve shall be honored should the valve size recorded in the office differ from what is represented in the field. BIDDER will complete the Work for the price(s) indicated below.

BIDDER agrees that the Work will be substantially complete within (60) calendar days after the date when the Contract Time commences to run as provided in Article 2 of the Construction Contract Agreement, and completed and ready for final payment within (60) calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.

Contractors are required to return this Bid Form along with any references. Be sure to complete all requested information. Failure to do so may be considered grounds for considering Quote non-responsive. The following Bid Form includes valve exercise & assessment as a unit price per each valve and a mobilization cost.

<b>Valve Size</b>	<b>Per Valve Cost</b>	<b>Valve Number</b>	<b>Total Cost</b>
<b>8" and Smaller</b>	\$	245	\$
<b>Larger than 8"</b>	\$	55	\$
<b>Mobilization</b>	\$	Lump Sum	

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

Total Bid Amount for 300 valves: \$ \_\_\_\_\_

Total Written Bid Amount: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_

REFERENCES:

Reference 1:

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Number of Valves Exercised: \_\_\_\_\_

Reference 2:

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Number of Valve Exercised: \_\_\_\_\_

Reference 3:

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Number of Valve Exercised: \_\_\_\_\_

If BIDDER is:

SUBMITTED on \_\_\_\_\_, 20\_\_

An Individual

By (Individual's Name): \_\_\_\_\_

doing business as \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

A Partnership

By (Firm Name): \_\_\_\_\_

(General Partner \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

A Corporation

By (Corporation Name): \_\_\_\_\_

By (Name Authorized Person): \_\_\_\_\_

(Title): \_\_\_\_\_

Attest (Secretary): \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

A Joint Venture

By (Name): \_\_\_\_\_

(Address) \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

By (Name): \_\_\_\_\_

(Address) \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

(Each Joint Venturer must sign. The manner of signing for each individual partnership and corporation that is a party to the Joint Venture should be in the manner indicated above.)



## **2017 VALVE EXERCISING & MAINTENANCE PROJECT OVERVIEW**

---

The City of Delta, will receive sealed bids at Delta City Hall, 360 Main Street, Delta, Colorado for the **2017 VALVE EXERCISING & MAINTENANCE**. Bids are due on the **31<sup>st</sup> day of May, 2017 at 3:00 pm** and shall be addressed to the attention of Ellen Michelson, City Engineer.

All work will be managed by the Public Works Department and in compliance with City of Delta Standards and Specifications for the Design and Construction of Public Improvements found on the City website under the Public Works Department at <http://cityofdelta.net//publicworks.html>.

### **Scope of Work**

The City of Delta's Public Works Department is requesting quotes from Contractors with experience in distribution valve exercising and maintenance. The 2017 Contract focuses on exercising 300 water valves or approximately 1/5 of the City's distribution system valves. The Contractor will be issued a map of valve locations by the GIS department and a valve list containing information known about the valves. As part of the maintenance program, the Contractor will perform the following steps prior to moving on to the next valve:

- (1) Locate valves using GIS data and consult public works crews if unable to locate
- (2) Clean the Valve Box using a utility vacuum unit to provide access to valve nut
- (3) Inspect Valve Box for any necessary repairs & record condition observations
- (4) Operate valve from close to open (min 2 cycles) using valve exerciser tool
- (5) Use American Water Works Association (AWWA) Manual M44 guidelines
- (6) Record peak torque required to operate valve and number of turns
- (7) Provide recommended action items and priority rating report for each valve

The Contractor shall deliver a database of all information collected in a format capable of being imported into City of Delta's ESRI GIS system. Database and reports should provide recommended action items and priority rating for each valve, including repairs and replacements.

### **Bid Package**

Each Bid Package includes the following documents

- Advertisement to Bid
- Instruction to Bidders
- Project Overview & Map
- Bid Form
- Special Conditions
- Construction Contract
- Exhibit B
- Addendum – Obtained from RFP web page: <http://cityofdelta.net/rfp.html>

## **Bid Submittal Format**

Each bid shall be submitted on the Bid Form documents and shall include:

1. Name of company or person submitting proposal
2. Address, phone number, and email of submitting entity
3. Cost to accomplish the scope of this project
4. 3 References

## **Additional Information**

The City reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of bids. Addendum will be posted on the City website under the News “RFP” tab at <http://cityofdelta.net/rfp.html>

The City reserves the right to reject any or all proposals without disclosing the reason therefore, to waive any information in the proposals received, and to accept the proposal deemed most advantageous and in the best interest of the City.

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.

## **Questions**

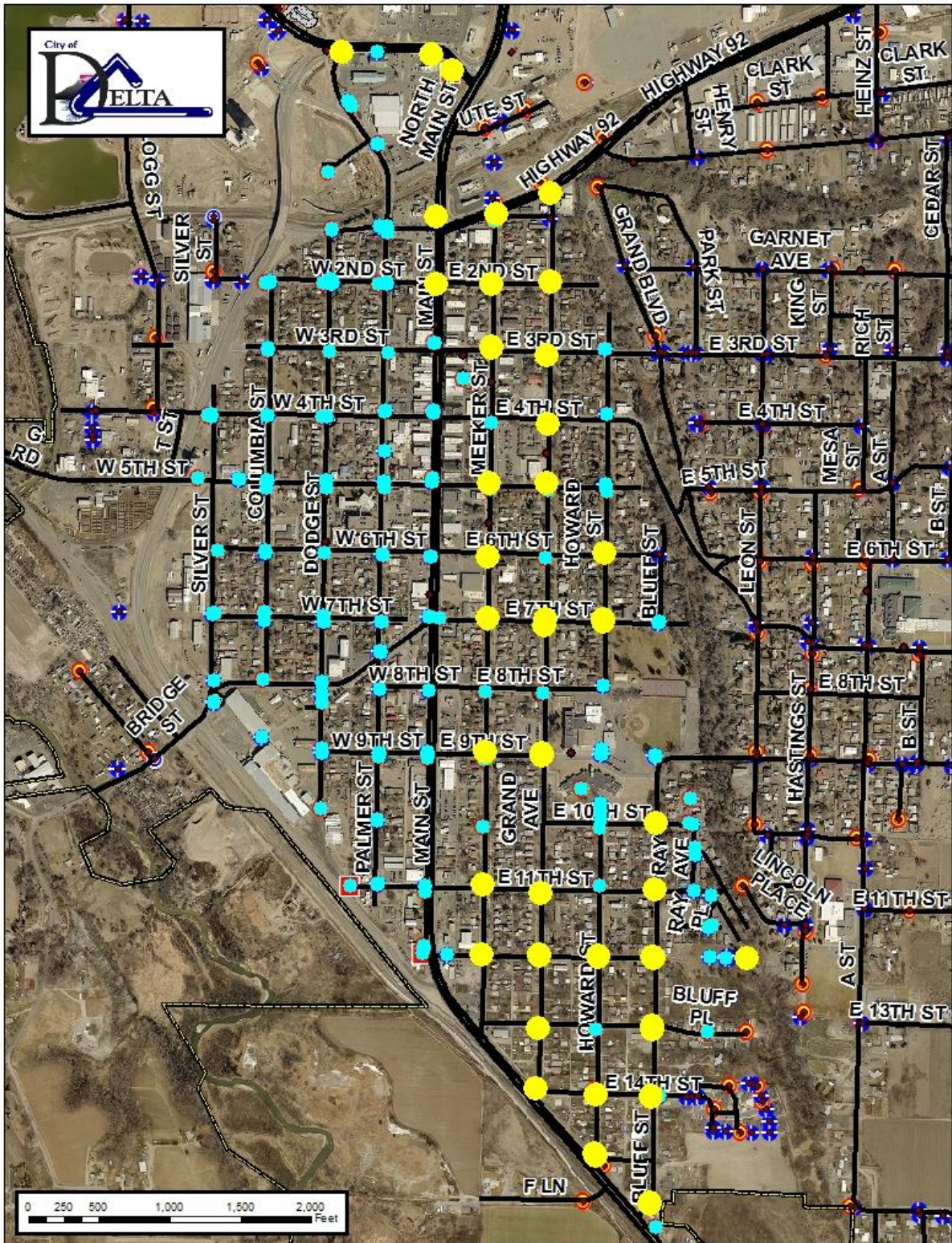
Questions regarding this Request for Bids may be addressed to:

Ellen Michelson: City Engineer  
360 Main St., Delta, CO 81416  
Email: [ellen@cityofdelta.net](mailto:ellen@cityofdelta.net)  
Phone # 970.874-7566 x 216

Questions must be submitted by **3:00 p.m. on the 26<sup>th</sup> day of May, 2017**

Maps

*Valve Exercising General Location*



Yellow - Larger than 8" Valves  
Blue - 8" and smaller Valves



# **2017 VALVE EXERCISING & MAINTENANCE SPECIAL CONDITIONS**

---

## **1. GENERAL**

The tasks to be performed under this project include:

The City of Delta's Public Works Department is requesting quotes from Contractors with experience in distribution valve exercising and maintenance. The 2017 Contract focuses on exercising 300 water valves or approximately 1/5 of the City's distribution system valves. The Contractor will be issued a map of valve locations by the GIS department and a valve list containing information known about the valves. As part of the maintenance program, the Contractor will perform the following steps prior to moving on to the next valve:

- (1) Locate valves using GIS data and consult public works crews if unable to locate
- (2) Clean the Valve Box using a utility vacuum unit to provide access to valve nut
- (3) Inspect Valve Box for any necessary repairs & record condition observations
- (4) Operate valve from close to open (min 2 cycles) using valve exerciser tool
- (5) Use American Water Works Association (AWWA) Manual M44 guidelines
- (6) Record peak torque required to operate valve and number of turns
- (7) Provide recommended action items and priority rating report for each valve

The Contractor shall deliver a database of all information collected in a format capable of being imported into City of Delta's ESRI GIS system. Database and reports should provide recommended action items and priority rating for each valve, including repairs and replacements.

## **2. 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.

### **3. LIQUIDATED DAMAGES**

If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal, or any other reason, the date for Final Completion may be extended in writing by the Owner. As provided elsewhere, this provision does not apply for delays caused by the City. The parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each day that Final Completion is late in the amount detailed in Table 15.1 of Article 15 of the Construction Contract Agreement.

### **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).

### **5. CONTRACT TIME**

The scheduled time of completion for the project is approximately sixty (60) calendar days from the start date indicated in the Notice to Proceed. Must be completed by September 30<sup>th</sup>, 2017

Completion is achieved when the site clean-up and all punch list items from the final inspection have been complete. Completion shall have the meaning set forth in the Contract Agreement.

The anticipated schedule for the Project is as follows:

Bid Packages Available	May 17, 2017
Pre-Bid Meeting	May 24, 2017
Last Day for Questions	May 26, 2017
Bids Deadline	May 31, 2017
Notice of Intent to Award	Jun. 6, 2017
Notice To Proceed	Jul. 7, 2017
Final Completion	Sept. 30, 2017

### **6. PROJECT SCHEDULE AND PROGRESS MEETINGS**

#### **6.1. 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 and shall submit two copies of all required schedule information. All schedules, diagrams, and reports shall include a title, project number, date of preparation, and the name of the Contractor.

## **6.2. Progress Meetings**

The Contractor shall conduct weekly construction meetings with the OWNER at a location agreeable to all parties. The Contractor will be responsible for taking meeting minutes at these meetings, assigning action items, reviewing project schedules and deliverables, and any other coordination support necessary for the project.

## **7. CONTRACTOR QUALIFICATIONS**

- 1) Quotes will be considered only from contractors who are qualified to perform the required services, and are financially responsible and have experienced personnel able to provide the required services.
- 2) Contractors must:
  - a) Have a Water Distribution Certification Level 4 Project Manager on staff who is available to manage and oversee the project
  - b) Use a vacuum unit to clean the valve boxes
- 3) Contractors must currently provide or have provided the services required of this contract for a city of similar size.

## **8. PROPERTY OWNER NOTIFICATION**

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 construction area is located in area zoned for business and will involve the coordination with the local businesses for scheduling truck deliveries

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 to the most recent version of the ADA requirements.

## **9. 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.

## **10. DAYS AND HOURS WORKED**

The Contractor's work shall take place between the hours of 7:00 a.m. to 5:00 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.

## **11. PERMITS**

The Contractor is responsible for obtaining all permits needed to complete the project, including any permits from CDOT.

## **12. TRAFFIC CONTROL – LOCAL**

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* will be required to be submitted to the Owner.

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.

## **13. EXISTING UTILITIES AND STRUCTURES**

It is the responsibility of the Contractor to pothole/locate and protect all structures and utilities in accordance with General Contract Conditions Section 3.7.

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 day, (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.



#### **14. CONCURRENT OPERATIONS**

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

#### **15. MATERIALS SUBMITTALS**

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

Submit the following:

- a) Traffic Control Plan
- b) Valve Exercising Schedule
- c) Valve Report upon Completion of Exercising - Action Items and Priority Rating

#### **16. 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.

#### **17. INCIDENTAL ITEMS**

Any item of work not specifically identified or paid for directly, but is necessary for the satisfactory completion of any paid items of work, will be considered as incidental to those items and shall be included in the cost of those items.

#### **18. RETAINAGE**

The amount to be retained from partial payments shall be five (5%) percent of the total value of the work completed as determined from the cumulative request for payment for the entire project.

#### **19. COORDINATING WITH UTILITY COMPANIES AND OTHER CONTRACTORS**

Other utility providers, including City of Delta Electrical Power, Delta-Montrose Electric Association, Tri County Water, Black Hills Energy, Century Link and Charter may need to coordinate their work and support with this project. The Contractor shall be responsible for coordinating this work effort with the various utility companies. All costs incurred coordinating with various utility companies will not be paid for separately but included in the work.

## **20. 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.

## **21. FIELD CHANGES**

ALL changes which result in increased cost 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.

**2017 VALVE EXERCISING & MAINTENANCE**  
**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:

**2017 VALVE EXERCISING & MAINTENANCE**

The Owner's Representative (OR) is:

Ellen Michelson, City Engineer  
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 **2017 VALVE EXERCISING & MAINTENANCE**

**ARTICLE 2**  
**TIME OF COMMENCEMENT AND COMPLETION:**

The Work to be performed under this Contract shall be commenced **as per dates in the Notice to Proceed** and completed **as per dates in the Notice to Proceed, but no later than September 30<sup>th</sup>, 2017.**

**ARTICLE 3**

**CONTRACT AMOUNT AND BASIS:**

3.1 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:

Contractor Sum price of the Base Bid Contract:

3.2 The contract shall be paid based on actual work performed in accordance with the Unit Rates specified in the contract proposal/bid form, a copy of which has been attached to this agreement. All items on the bid form identified as “LS” shall be lump sum bids not subject to adjustment based on any field conditions or other factors. For all other line items, on the event that Contractor determines that quantities have changed or will change from the quantities shown on the bid form, Contractor shall promptly submit a request for a Change Order, and payment for any such increased costs shall be subject to Owner’s approval of the Change Order pursuant to Article 20 of this Agreement.

3.3 The Owner represents that an amount equal to or in excess of the Contract Amounts set forth in Paragraph 3.1 has been appropriated.

**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:

**MONTHLY PROGRESS PAYMENTS**

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. Final settlement shall occur within sixty (60) days after this Contract is deemed complete to the City’s satisfaction. 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
- Technical 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
- Notice to Proceed
- Request for Bids

## **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, all written interpretations of the Contract Documents issued by the OR, and those items listed in Article 6. 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. In no event shall the OR issue a Certificate of Payment without the Owner's review and approval.
- 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 the Special Conditions for this Contract: Technical Specifications for this Contract, the *City of Delta Standards and Specifications for the Design and Construction of Public Improvements*, and the *Colorado Department of Transportation Standard Specifications for Road and Bridge Construction*.
- 8.8** The OR will decide all questions regarding the equality and acceptability of materials furnished, work performed, and the rate of progress of the work; all interpretation of the plans and specifications; and 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/reason determined to be in the public interest*

## **ARTICLE 9**

### **OWNER:**

- 9.1** 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.
- 9.2** 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.
- 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, provided, however, nothing in this Agreement shall require Contractor or any other person to hold the City of Delta harmless against the City's own negligence. 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 Owner, the OR, 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.
- 11.3** Whenever Contractor receives payment pursuant to Article 2 of this Contract and the Contractor's request for payment included costs attributable to any subcontractor, Contractor



shall make payments to each subcontractor of any amounts actually received and attributable to such contractor.

## **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 therefore.

## **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** The parties understand and agree that calculating actual damages for a delay in the completion of the Work is impossible. Therefore, 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**

- 15.4** 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 below 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.

- 15.5** Any deduction assessed as liquidated 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, (4) any manufacturers' or suppliers' warranties and equipment literature, and any as built plans required are delivered to Owner, and (5) notice of final settlement has been published in accordance with C.R.S. § 38-26-107.
- 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 as follows:

**18.2.1.**  General Liability in the minimum amounts of \$350,000 per person for a single occurrence, \$1,000,000 for injury to two or more persons per occurrence for both bodily injury and property damage to include the following coverage:

- 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 \$350,000 per person, \$1,000,000 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. Any such changes in the Work shall only be authorized by written Change Order signed by the Owner. All Change Orders must be accompanied by a written assurance from the Owner stating that lawful appropriations to cover the costs of the Change Order have been made and that said appropriations are available prior to the performance of the additional work.
- 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.
- 20.4** If the Owner requests a Change in the Work, the Owner will reimburse the Contractor on a periodic basis for costs incurred prior to finalization of the Change Order. In no event will periodic reimbursement be required before the Contractor has provided an estimate of the cost for the additional, compensable work to be performed.

## **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:**

Contractor must obtain all appropriate permits

## **ARTICLE 25**

### **MISCELLANEOUS PROVISIONS:**

- 25.1** This Agreement is being executed and is to be performed in the State of Colorado, and shall be enforced and construed according to the laws of the State of Colorado. In the event of action concerning this Agreement, the parties agree that venue for such action shall be in the Delta County District Court. In the event of such a dispute, the prevailing party shall, to the extent permitted by law, be entitled to an award of reasonable attorney fees and costs in addition to all other remedies.

- 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.
- 25.6** In lieu of customary lien rights, Sections 38-26-107 et seq. C.R.S., as amended, provides relief for any claimant having furnished labor, materials, rental machinery, tools, equipment or services toward construction of the particular public work in that final payment may not be made to the Contractor until all such creditors have been put on notice by publication in the public press of such pending payment and given opportunity to stop payment to the Contractor in the amount of such claims.
- 25.7** By executing below the Owner states that it has appropriated money equal to or in excess of the contract amount. The parties acknowledge and agree that no change order or other work order or other directive which requires additional compensation and causes the aggregate amount payable under this Agreement to exceed the appropriated amount, shall be issued unless appropriation for the costs thereof has been made. Contractor acknowledges that no Owner employee has the authority to bind Owner with regard to any payment for any work which exceeds amount appropriated for and payable pursuant to this Agreement. No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate Owner to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 16 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by Owner to or in aid of any person, company or corporation within the meaning of the Colorado Constitution.
- 25.8** The Owner and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor and its Subcontractors that are related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Owner is subject to and bound by the Colorado Open Records Act, § 24-72-101 *et seq.* C.R.S. Any and all documents Contractor prepares pursuant to this Agreement may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by the Contractor. The Contractor hereby waives any other claims of any kind whatsoever against Owner for the Owner's compliance or attempted compliance with the provisions of the Open Records Act.

**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 immigrants.

This Agreement is dated \_\_\_\_\_.

OWNER:

CITY OF DELTA

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

\_\_\_\_\_  
Printed Name and Title

CONTRACTOR:

\_\_\_\_\_  
Name of Entity

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

\_\_\_\_\_  
Printed Name and Title

Reviewed by the City Attorney this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
City Attorney



**2017 VALVE EXERCISING & MAINTENANCE**  
**EXHIBIT B**

---

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

As used in this Exhibit, the following words or phrases shall have the following meanings:

- a. Contractor means \_\_\_\_\_.
- b. E-Verify Program means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program.
- c. Department Program means the employment verification program established pursuant to Section 8-17.5-102(5)(c), C.R.S.

The Contractor shall not:

- a. Knowingly employ or contract with an illegal alien who will perform work under this Agreement; or
- b. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

The Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services, and that the Contractor will participate in the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or Contracts with an illegal alien, the Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or Contracting with an illegal alien; and

- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this Exhibit the subcontractor does not stop employing or contracting with the illegal alien, except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or Contracted with an illegal alien.

The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-101, *et seq.*

If Contractor violates this provision, the City may terminate the Contract for breach of the Contract. If so terminated, the Contractor shall be liable to the City for actual and consequential damages.

Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

City of Delta

By \_\_\_\_\_

Title \_\_\_\_\_