



## A G E N D A

**Delta City Council  
Regular Meeting**

**April 16, 2024  
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Approval of the April 2, 2024 Regular Meeting Minutes**
- C. Oath of Office- Ron White and Dan Korthuis**
- D. Appointment of District B Vacancy**
- E. Oath of Office- District B Appointee**
- F. Appointment of Mayor and Mayor Pro Tem**
- G. Changes to the Agenda**
- H. Citizen Comments**
- I. Recognition of City Council – Cathy Boyd and Mark Broome**
- J. Recognition of Planning Commission – Ron White and Gerald Roberts**
- K. Public Hearing: Hotel and Restaurant Liquor License Application; 476 Station LLC**
- L. Non-Sanctuary City Discussion**
- M. Consideration of the Eagles Nest Preliminary Plat**
- N. Ordinance #4, 2024; First Reading  
Amending Zoning Designation; a Portion of 2353 Pioneer Road, Delta- Hellman/TRU  
PLA**
- O. Consideration to Award bid and Approve Contract for the Carpet Replacement  
Project at the Bill Heddles Recreation Center**
- P. Consideration to Award bid and Approve Contract for the Power Plant Window  
Abatement Project**
- Q. Consideration to Award bid and Approve Contract for 2024 Concrete Replacement  
Project**

Please preregister for the meeting:  
Join Zoom Meeting  
<https://us06web.zoom.us/j/89790455676>

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**A G E N D A**  
**(continued)**

- R. Consideration to Award Bid and Approve Contract for the A Street/16<sup>th</sup> Street Mill & Overlay Project**
- S. Ordinance #3, 2024; Second and Final Reading Supplemental Appropriations**
- T. Consideration to Approve the Purchase and Sale Agreement with Uncompahgre Development Company for Delta County Parcel Nos. 345519146001 and 315519146002**
- U. Consideration to Approve the Contract Change Order #006 with Stryker & Company for the Community Safety Center (Armory)**
- V. Consideration to Approve the Colorado Department of Local Affairs Use Covenant & Regulatory Agreement for 540 W. 4<sup>th</sup> Street**
- W. Resolution #5, 2024; Designating Authorized Officers for Loan Agreement**
- X. Formation of Charter Commission and Scheduling Meeting Date**
- Y. Street Closure Application – Delta Police Department; Bike Rodeo**
- Z. Consideration of 2<sup>nd</sup> Supplement to the Hawkins/Eckiss Water Lease**
- AA. City Attorney Comments**
- BB. City Manager Comments**
- CC. Councilmember Comments**



Item A:

**Pledge of Allegiance**



Mayor Kevin Carlson called the meeting to order at 7:00 p.m. Also present were Councilmembers Cathy Boyd, William Tedrow, and Mark Broome, along with City Manager Elyse Casselberry and City Attorney David McConaughy. A meeting notice was posted on the City's website and in the south window at City Hall at least twenty-four hours prior to the meeting.

**Pledge of Allegiance**

The Mayor led everyone present in the Pledge of Allegiance.

**Changes to the Agenda**

There were none.

**Citizen Comments**

Sarah Triantos, 1795 Pioneer Road, stated she is running for Charter Commission. She also plans on opening a laundry mat for the community.

**Approval of the March 19, 2024 Regular Meeting Minutes**

It was moved by Councilmember Boyd and seconded by Councilmember Broome to approve the minutes of the March 19, 2024 regular meeting. All in favor, motion carried.

**All Points Transit Sponsorship Request**

Gary Clark, Executive Director of All Points Transit, thanked Council for their continued support in their mission to have reliable and safe transportation. He invited Council to the Brews and Bites event going on May 17, 2024. All Points Transit asked if Council would consider sponsoring this year's event. He mentioned Council's donation from the previous year.

City Manager Elyse Casselberry commented on previous support from the Council.

There were questions regarding budget for donations. This request is not budgeted.

Mayor Carlson asked questions regarding the event.

Mr. Clark stated that this is the annual Oktoberfest event being held on May 17, 2024 at The Grove.

It was moved by Councilmember Broome and seconded by Councilmember Tedrow to donate the Gold Sponsorship in the amount of \$1,000.00 to the Delta "Brews & Bites" at The Grove. Motion carried.

**Memorandum of Understanding with Uncompahgre Development Company**

City Manager Elyse Casselberry summarized the Memorandum of Understanding (MOU) between the City of Delta and Uncompahgre Development Company (UDC). This agreement

**Regular Meeting, Delta City Council, April 2, 2024 (Cont.)**

**Memorandum of Understanding with Uncompahgre Development Company (cont.)**

would formalize a partnership between the City and UDC to address the need for affordable housing. Part of the agreement is to purchase one of the lots back that the City had previously sold. The City would be committing \$194, 500 to purchase the property, which is what the City had sold the property for previously. The property will be owned by the City of Delta. Both UDC and the City will explore and seek to implement partnerships to help develop an affordable housing project on the property.

There was discussion regarding the property location.

It was moved by Councilmember Boyd and seconded by Councilmember Tedrow to move forward with the Memorandum of Understanding with Uncompahgre Development Company. All in favor, motion carried.

**Ordinance #3, 2024; First Reading  
Supplemental Appropriations**

ORDINANCE #3, 2024

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO  
THE VARIOUS FUNDS AND SPENDING AGENCIES IN  
THE AMOUNTS AND FOR THE PURPOSES SET FORTH  
BELOW FOR THE CITY OF DELTA, COLORADO, FOR  
THE 2024 BUDGET YEAR

was read by the Clerk.

This ordinance is to address the amount being used to purchase 1397 E. 7<sup>th</sup> Street.

It was moved by Councilmember Boyd and seconded by Councilmember Tedrow to approve Ordinance #3, 2024 as presented on the first reading. Roll call vote: Councilmembers Broome aye; Tedrow, aye; Boyd, aye; and Carlson, aye. Motion Carried.

**Ordinance #2, 2024; Second and Final Reading  
Total Power Requirements Power Purchase Agreement Approval and Amending the Delta  
Municipal Code to Reaffirm and Codify the Establishment of an Electrical Utility Enterprise**

ORDINANCE NO. 2, 2024

AN ORDINANCE AUTHORIZING AND DIRECTING EXECUTION  
OF THE AMENDED AND RESTATED TOTAL POWER  
EQUIREMENTS POWER PURCHASE AGREEMENT BY THE  
CITY OF DELTA, COLORADO, WITH THE MUNICIPAL ENERGY  
AGENCY OF NEBRASKA; TO ACKNOWLEDGE AND PROVIDE  
FOR LIMITATIONS ON USE OF THE ELECTRICITY; AND  
AMENDING THE DELTA MUNICIPAL CODE TO REAFFIRM AND  
CODIFY THE ESTABLISHMENT OF AN ELECTRICAL UTILITY  
ENTERPRISE

## **Regular Meeting, Delta City Council, April 2, 2024 (Cont.)**

### **Ordinance #2, 2024; Second and Final Reading (cont.)**

was read by the Clerk.

Electric Department Manager Adam Suppes stated that he needs to correct a statement he made at the last meeting regarding timing. The first term will be in 2029 with the option to reup for a 30-year time frame.

Councilmember Broome asked if home owners will be able to use the solar power without affecting the contract.

Manager Suppes stated that the use of the solar power from home owners will not have an effect on the contract.

There was further discussion regarding the Power Purchase Agreement.

It was moved by Councilmember Broome and seconded by Councilmember Tedrow to approve Ordinance #2, 2024 on second and final reading. Roll call vote: Councilmembers Broome aye; Tedrow, aye; Boyd, aye; and Carlson, aye. Motion Carried.

### **Proclamation-National Donate Life Month**

Mayor Carlson read the Proclamation and proclaimed April National Donate Life Month.

### **City Attorney Comments**

There were none.

### **Monthly Manager's Report/City Manager Comments**

The Monthly Managers report was provided to Council in their packets.

City Manager Elyse Casselberry stated that Meganne Robinson has submitted her resignation to take on a new position outside of the City of Delta. Her last day with the City will be April 10, 2024.

Councilmember Body questioned what the status was for the Crawford Avenue property.

City Attorney David McConaughy reported that staff has started the abatement process with the Delta Municipal Court.

### **Councilmember Comments**

Councilmember Broome stated it was an honor to serve as a Councilmember. He hopes that the future Council can do as good or better. He would like to see the City and County continue discussion regarding the criminal reform situation and adding an asbestos disposal site at the landfill. He commented on a situation he was involved with at the Wendy's restaurant. He complimented the Public Works staff. He will be starting a citizen group to hopefully get more people involved as well as creating a business expo.

**Regular Meeting, Delta City Council, April 2, 2024 (Cont.)**

**Councilmember Comments (cont.)**

Councilmember Tedrow congratulated Meganne Robinson and thanked her for all she did here. He commented on the 4<sup>th</sup> Street Hill Project. He extended his gratitude to those that served on Council.

Councilmember Boyd thanked staff for all they do. She is excited for the things discussed this evening. She believes communication has improved and hopes that will continue. She commented on the upcoming events. Support your local business.

Community Engagement Manager Whitnee Lear thanked Mark Broome and Cathy Boyd for their service to our community.

Mayor Carlson also thanked the Council. He commented on the discussion regarding non-sanctuary cities. He will work to continue discussions at future meetings. He encouraged the citizens to participate. He also commented on the recent Project 7 meeting. Project 7 will be receiving additional funds from the Vice President of the United States.

The City Clerk provided unofficial results on tonight's election.

The meeting was adjourned at 8:00pm.

There is no audio recording of this meeting as there were technical difficulties.

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Shaylee Mangum, Deputy City Clerk

Item 8:

**Changes to the Agenda**

Item =:

Citizen Comments





MEMO

To: City Council, City Manager  
From: Jolene E. Nelson, City Clerk  
Date: April 12, 2024  
Subject: Hotel and Restaurant Liquor License Application; 476 Station, LLC dba  
476 Station Restaurant

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**Recommendation**

Staff recommends approval of a Hotel and Restaurant Liquor License for 476 Station, LLC dba 476 Station Restaurant located at 521 Main Street, Delta, CO.

**Background**

Phakhaphon Rodthanong is the sole member of 476 Station, LLC who has applied Hotel and Restaurant Liquor License. The application is complete with all required attachments and all fees have been paid. Mr. Rodthanong has been subject to a background investigation through the Colorado Bureau of Investigation and no record was located.

A notice of public hearing was posted at the location and was also published in the Delta County Independent as well as on the city's website. At the time of submitting this memo, no comments have been received.

**Action to be Taken if Approved**

The Mayor and Clerk will sign the application, and the Clerk will notify the State of the local approval so that they can start their approval process. Once we receive the license from the State the Mayor and Clerk will issue the license.





# Colorado Liquor Retail License Application

\* Note that the Division will not accept cash  Paid by check  Paid online

Uploaded to  Date   
 Movelt on

New License  New-Concurrent  Transfer of Ownership  State Property Only  Master file

• All answers must be printed in black ink or typewritten  
 • Applicant must check the appropriate box(es)  
 • Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor)

1. Applicant is applying as a/an  Individual  Limited Liability Company  Association or Other  
 Corporation  Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation FEIN Number  
 476Station LLC 93-4595130

2a. Trade Name of Establishment (DBA) State Sales Tax Number  
 476 Station Restaurant 96022617 Business Telephone

3. Address of Premises (specify exact location of premises, include suite/unit numbers)  
 621 Main Street Delta Colorado

City County State ZIP Code  
 Delta Delta CO 81416

4. Mailing Address (Number and Street) City or Town State ZIP Code  
 621 Main Street Delta CO 81416

5. Email Address  
 476station@gmail.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
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Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
<input checked="" type="checkbox"/> Application Fee for New License.....\$1,100.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County) .....\$312.50
<input type="checkbox"/> Application Fee for New License w/Concurrent Review .....\$1,200.00	<input type="checkbox"/> Lodging & Entertainment - L&E (City) .....\$500.00
<input type="checkbox"/> Application Fee for Transfer .....\$1,100.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County) .....\$500.00
<b>Section B Liquor License Fees*</b>	<input type="checkbox"/> Manager Registration - H & R .....\$30.00
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____	<input type="checkbox"/> Manager Registration - Tavern .....\$30.00
<input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____	<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$30.00
<input type="checkbox"/> Add Sidewalk Service Area.....\$75.00	<input type="checkbox"/> Manager Registration - Campus Liquor Complex .....\$30.00
<input type="checkbox"/> Arts License (City) .....\$308.75	<input type="checkbox"/> Optional Premises License (City).....\$500.00
<input type="checkbox"/> Arts License (County) .....\$308.75	<input type="checkbox"/> Optional Premises License (County) .....\$500.00
<input type="checkbox"/> Beer and Wine License (City).....\$351.25	<input type="checkbox"/> Racetrack License (City).....\$500.00
<input type="checkbox"/> Beer and Wine License (County).....\$436.25	<input type="checkbox"/> Racetrack License (County).....\$500.00
<input type="checkbox"/> Brew Pub License (City) .....\$750.00	<input type="checkbox"/> Resort Complex License (City).....\$500.00
<input type="checkbox"/> Brew Pub License (County).....\$750.00	<input type="checkbox"/> Resort Complex License (County).....\$500.00
<input type="checkbox"/> Campus Liquor Complex (City).....\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (City) .....\$160.00
<input type="checkbox"/> Campus Liquor Complex (County) .....\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (County) .....\$160.00
<input type="checkbox"/> Campus Liquor Complex (State).....\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00
<input type="checkbox"/> Club License (City) .....\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (City) .....\$500.00
<input type="checkbox"/> Club License (County) .....\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00
<input type="checkbox"/> Distillery Pub License (City).....\$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50
<input type="checkbox"/> Distillery Pub License (County) .....\$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (County) .....\$312.50
<input checked="" type="checkbox"/> Hotel and Restaurant License (City).....\$500.00	<input type="checkbox"/> Retail Liquor Store (City).....\$227.50
<input type="checkbox"/> Hotel and Restaurant License (County) .....\$500.00	<input type="checkbox"/> Retail Liquor Store (County).....\$312.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) .....\$600.00	<input type="checkbox"/> Tavern License (City) .....\$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00	<input type="checkbox"/> Tavern License (County) .....\$500.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City) .....\$227.50	<input type="checkbox"/> Vintners Restaurant License (City) .....\$750.00
	<input type="checkbox"/> Vintners Restaurant License (County).....\$750.00


Questions? Visit: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information

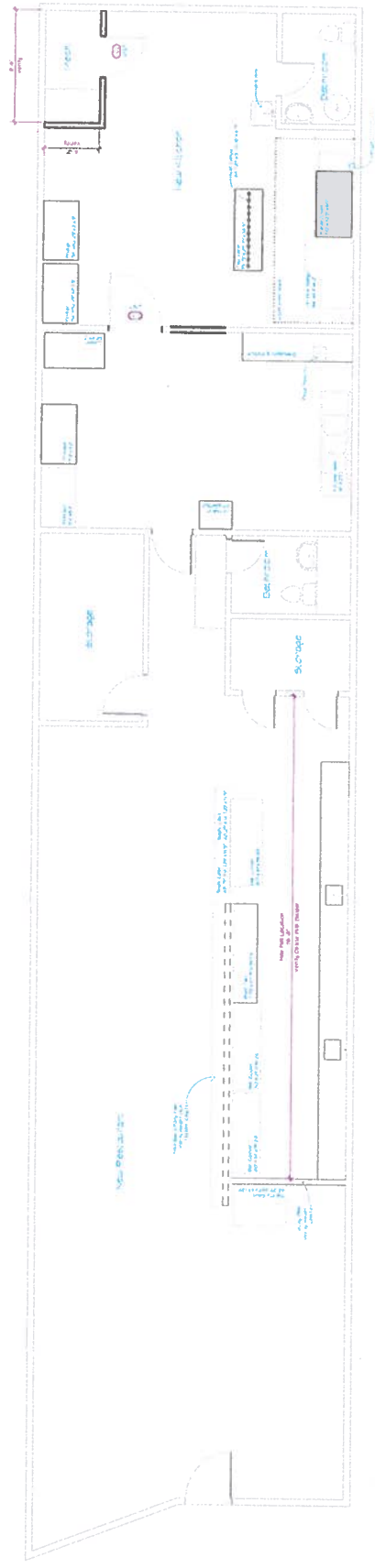
**Do not write in this space - For Department of Revenue use only**

Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Name <b>Phakhapon Rodthanong</b>		Type of License <b>Hotel and Restaurant (City)</b>		Account Number	
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):					
a. Been denied an alcohol beverage license?					<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Had an alcohol beverage license suspended or revoked?					<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?					<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.					
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.					<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?					<input type="checkbox"/> <input checked="" type="checkbox"/>
Waiver by local ordinance?					<input type="checkbox"/> <input type="checkbox"/>
Other: _____					
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					<input type="checkbox"/> <input checked="" type="checkbox"/>
+ 12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					<input type="checkbox"/> <input type="checkbox"/>
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?					<input type="checkbox"/> <input type="checkbox"/>
b. Are you a Colorado resident?					<input type="checkbox"/> <input type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.					<input checked="" type="checkbox"/> <input type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, <b>have legal possession of the premises by ownership, lease or other arrangement?</b>					<input checked="" type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:					
Landlord <b>Homestead Properties, LLC</b>		Tenant <b>Phakhapon Rodthanong</b>		Expires <b>08/2027</b>	
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.					<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".					
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.					
Last Name		First Name		Date of Birth	
Last Name		First Name		Date of Birth	
				FEIN or SSN	
				Interest/Percentage	
<b>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b>					
* 17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?					<input type="checkbox"/> <input type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)					<input type="text"/>
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.					

Name <b>Phakpho n Rodthanong</b>	Type of License <b>Hotel and Restaurant city</b>	Account Number		
<b>19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:</b> a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <input type="checkbox"/> <input checked="" type="checkbox"/> <b>If "yes" a copy of license must be attached.</b>				
<b>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</b> Yes No a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> <input checked="" type="checkbox"/> b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> <input checked="" type="checkbox"/> c. How long has the club been incorporated? d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <input type="checkbox"/> <input checked="" type="checkbox"/>				
<b>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b> a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) <input type="checkbox"/> <input checked="" type="checkbox"/>				
<b>22. Campus Liquor Complex applicants answer the following:</b> a. Is the applicant an institution of higher education? <input type="checkbox"/> <input checked="" type="checkbox"/> b. Is the applicant a person who contracts with the institution of higher education to provide food services? <input type="checkbox"/> <input checked="" type="checkbox"/> <b>If "yes" please provide a copy of the contract with the institution of higher education to provide food services.</b>				
<b>23. For all on-premises applicants.</b> a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
* Last Name of Manager <b>Talley</b>		First Name of Manager <b>Patcharavadee</b>		
<b>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b> Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>				
<b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b> <input type="checkbox"/> <input checked="" type="checkbox"/> a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
<b>26. Tax Information.</b> Yes No a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> <input checked="" type="checkbox"/> b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> <input checked="" type="checkbox"/>				
* <b>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</b>				
Name <b>Phakpho n Rodthanong</b>	Home Address, City & State <b>604 Dodge st Delta, CO, 81416</b>	DOB [REDACTED]	Position <b>Owner</b>	%Owned <b>100%</b>
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name <b>Phakhaphon Rodthanong</b>		Type of License <b>Hotel and Restaurant City</b>	Account Number	
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</p> <p>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</p> <p>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>				
<b>Oath Of Applicant</b>				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature 		Printed Name and Title <b>Phakhaphon Rodthanong</b>		Date <b>2/7/2024</b>
<b>Report and Approval of Local Licensing Authority (City/County)</b>				
Date application filed with local authority <b>2/15/2024</b>		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <b>4/16/2024</b>		
For Transfer Applications Only - Is the license being transferred valid?				Yes <input type="checkbox"/> No <input type="checkbox"/>
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
<input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One)				
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority				
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?				Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?				Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				Yes <input type="checkbox"/> No <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b>				
Local Licensing Authority for		Telephone Number		<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title	Date	
Signature	Print	Title	Date	



1 First Floor Architectural Plan  
 Date: 11/1/24

L1-New Construction  
**A102**

# the Delta Restaurant

10/23 Revision 1  
 11/7/23 Revision 2  
 12/7/23 Revision 4  
 1/21/24 Revision 5 - Final

1/1/24

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 Scale: 1/8" = 1'-0"  
 Project: Project  
 Number:







To: City of Delta City Council  
From: Joe Gillman, Community Development Manager; Mike Markus, City Planner; and Raini Ott, Contract City Planner  
Date: April 16, 2024  
Subject: Eagles Nest Subdivision Preliminary Plat  
Attachment(s): A – Planning Commission Resolution No. 3, 2024; B – Updated Application Materials

### **Request Summary**

The subject request is for approval of a Preliminary Plat for a residential subdivision to extend Nuvue and E. 6th Streets and create 12 new single-family residential lots, between 6,077 to 9,626 square feet each, from an existing approximately three-acre vacant lot (Attachment A). The subject property is zoned R-3 Residential and known as Lot 2 of the Bruton Minor Subdivision (Assessor Account No. R021608); it is located on the north side of E. 7th Street at its intersection with Nuvue Street (Figure 1). The request is submitted by property owner New Beginnings New Homes, LLC; developer Terry Lawrence; civil engineer Mark Young, PE; and agent Heather Allred (“Applicant”). Based on review of the Preliminary Plat criteria under Section 16.04.050(D), the subject request can meet all requirements, subject to certain conditions, and staff and the City of Delta Planning Commission recommend conditional approval to City Council.

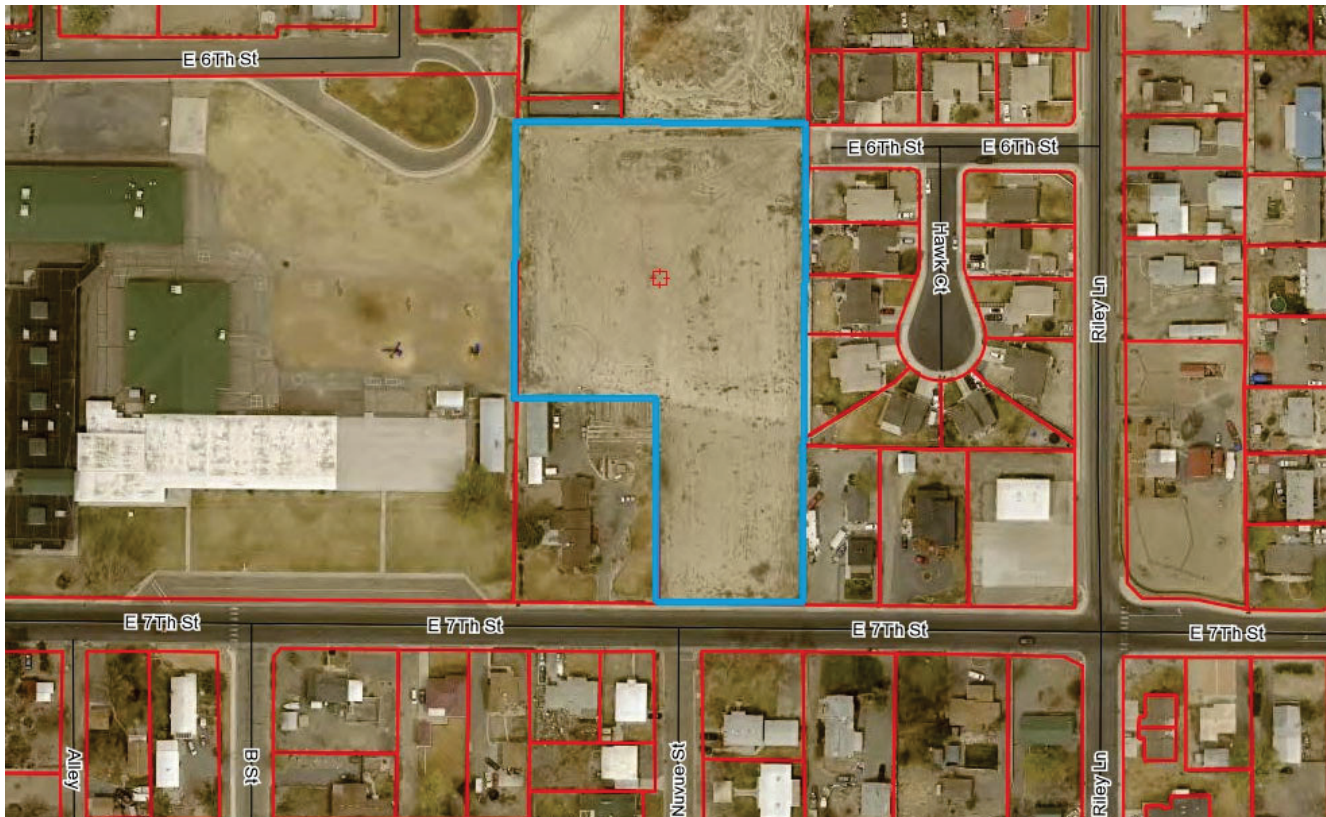


Figure 1: Aerial of Subject Property (Outlined in Blue) and Surrounding Area





## **Background Information**

The Sketch Plan for the Eagles Nest Subdivision was reviewed and unanimously approved by [Planning Commission on March 7, 2022](#). Since Sketch Plan approval, the Applicant has worked diligently with City staff and referral agencies to address a range of issues, including revising the subdivision layout to help address traffic safety concerns and fully comply with the International Fire Code (IFC).

## **Review Procedure**

The review procedure for Preliminary Plat is outlined under Section 16.04.050(D) and requires review and approval by the Planning Commission and City Council at regularly scheduled public meetings. In addition, such requests are referred to relevant City departments and external agencies for review and comment, and public notice and review is provided seven days preceding the scheduled Planning Commission meeting. The relevant code sections outlining the review procedure are in [Chapter 16.04, Subdivisions](#).

## **Referral Agency Comments**

The request was distributed to the relevant City departments for review and comment, as well as to external agencies. In this case, referral requests were sent to the following: US Postal Service (USPS); Colorado Geological Survey (CGS); Black Hills Energy Corporation; Uncompahgre Valley Water Users Association (UVWUA); Delta County School District; Delta County Fire Protection District #1 (FPD); and Delta County Geographic Information Systems Department (GIS). Responses received are summarized in and attached to the [April 1, 2024, Planning Commission meeting staff report](#).

## **Public Notice & Comments**

Public notice of the City Council meeting for Preliminary Plat is required to be posted on the subject property at least seven days prior to the preceding Planning Commission meeting. For the subject request, the public notice sign was posted as of March 22, 2024. In addition, notice was provided as an agenda item for the April 16, 2024, City Council meeting.

All public noticing requirements have been met for the subject request. As of publication of this staff report, **zero** public comments were received.

## **Criteria Review**

As discussed in detail in the [April 1, 2024, Planning Commission meeting staff report](#), staff recommends the City Council conditionally approved the subject request since staff finds that the Preliminary Plat can meet the review criteria under Section 16.04.050(D), subject to certain conditions. For approval of a Preliminary Plat, requirements under Sections 16.04.050(D)(6) and (D)(7) must be met, including compliance with Required Improvements and Dedications under Section 16.04.060(A) and the Minimum Design Standards under Section 16.04.070. Staff finds that these requirements and standards have been met or can be met with the recommended conditions of approval. The relevant code sections outlining the review criteria are in [Chapter 16.04, Subdivisions](#).

In general, the Preliminary Plat and supporting documents submitted by the Applicant, including the civil engineering plans, profiles, and reports, demonstrate compliance with the requirements of Section 16.04.050(D) and the City Standards and Specifications; however, there are several details that need to be identified for full compliance. Specifically, the stormwater drainage plan and calculations must be revised to fully address detention pond capacity concerns before





earthwork or construction activities commence, and more details are needed about the landscape berm on Lot 1 to ensure its design will not conflict with an existing overhead electrical line or future improvements to E. 7th Street. All other requirements under Section 16.04.050(D) have been met. With the recommended conditions of approval to address outstanding concerns, staff finds that all the Preliminary Plat approval **criteria can be met.**

### **Planning Commission Review**

At the meeting on April 1, 2024, the City of Delta Planning Commission heard presentations from City staff and the Applicant, offered an opportunity for public comment, then asked clarifying questions about the request. All four members of the current Commission were present, including Susan Welk-Valdez, Chair; Fay Mathews, Vice-Chair; Cecilia Tafoya; and Katie Bowers. Use this link to view the [April 1, 2024, Planning Commission meeting staff report](#) with application materials, referral comments, and staff analysis and recommendation.

At the April 1 Planning Commission meeting, one member of the public spoke and asked if the Applicant planned to pave the extension of E. 6th Street, to which they replied that the street would be completed with pavement and combination curb, gutter, and sidewalk. Following public comments, the Commission discussed the request. Fire hydrant locations were provided to Vice-Chair Mathews per his inquiry. A motion was made and seconded to adopt Planning Commission Resolution No. 3, 2024 recommending conditional approval of the request to City Council subject to the conditions recommended by staff (Attachment A). The motion passed with a vote of three in favor and one opposed.

### **Recommendation**

Based on review of the Preliminary Plat criteria under Section 16.04.050(D), staff and the Planning Commission recommend that the City Council conditionally approve the Eagles Nest Subdivision Preliminary Plat since it is found that all review criteria can be met and the Applicant can comply with all other requirements, with the following conditions:

1. Prior to commencement of any earthwork or construction activities, the Applicant must:
  - a. Complete minor updates and corrections to the civil engineering plan set as identified by City staff for full compliance.
  - b. Submit an updated drainage plan and calculations for City staff review and approval that demonstrates historic off-site drainage patterns will be maintained post development.
  - c. Provide an updated landscaping plan for the Lot 1 buffer that addresses potential conflicts with the overhead electrical line and future improvements along 7th Street.
  - d. Provide wet stamps on final civil plans.
  - e. Obtain any necessary permits from the US Army Corps of Engineers.
2. Prior to Final Plat approval, the Applicant must complete minor corrections to the plat as identified by City staff for full compliance.





## **ATTACHMENT A**

**CITY OF DELTA PLANNING COMMISSION  
RESOLUTION # 3, 2024**

A RESOLUTION OF THE DELTA PLANNING COMMISSION  
RECOMMENDING CONDITIONAL APPROVAL OF THE PRELIMINARY PLAT  
FOR EAGLES NEST SUBDIVISION

WHEREAS, on August 5, 2022, New Beginnings New Homes, LLC (“Applicant”) submitted an Application for Preliminary Plat review of Eagles Nest Subdivision; and

WHEREAS, Section 16.04.050(D) of the Delta Municipal Code (“Code”) governs review of subdivision preliminary plats; and

WHEREAS, pursuant to Section 16.04.050(D)(10) of the Code, the Planning Commission held a public meeting on April 1, 2024, to review the Preliminary Plat; and

WHEREAS, Applicant provided notice of the public meeting as required by Section 16.04.050(D)(9) of the Code; and

WHEREAS, the Planning Commission finds that the Applicant has satisfied all required submittals for preliminary plat review, and, subject to conditions, the Preliminary Plat meets the requirements of the Delta Municipal Code.

NOW, THEREFORE, BE IT RESOLVED BY THE DELTA PLANNING COMMISSION AS FOLLOWS:

1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of the Planning Commission.

2. Recommendation. The Planning Commission recommends that the Delta City Council approve the Preliminary Plat for the Eagles Nest Subdivision subject to the following conditions:

A. Prior to commencement of any earthwork or construction activities, the Applicant must:

- a. Complete minor updates and corrections to the civil engineering plan set as identified by City staff for full compliance;
- b. Submit an updated drainage plan and calculations for City staff review and approval that demonstrates historic off-site drainage patterns will be maintained post development;
- c. Provide an updated landscaping plan for the Lot 1 buffer that addresses potential conflicts with the overhead electrical line and future improvements along 7th Street;
- d. Provide wet stamps on final civil plans; and

- e. Obtain any necessary permits from the US Army Corps of Engineers.

B. Prior to Final Plat approval, the Applicant must:

- a. Complete minor corrections to the plat as identified by City staff for full compliance; and
- b. Resolve inconsistencies between the maintenance notes on the plat and the maintenance responsibilities described in the private covenants.

THIS RESOLUTION #3, 2024 was adopted by the City of Delta Planning Commission on the 1<sup>st</sup> day of April, 2024.

CITY OF DELTA PLANNING COMMISSION

By:   
Susan Welk-Valdez, Chair

ATTEST:

  
\_\_\_\_\_

## **ATTACHMENT B**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
EAGLES NEST SUBDIVISION**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EAGLES NEST SUBDIVISION (“Declaration”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by New Beginnings New Homes, LLC, a Colorado limited liability company (“Declarant”).

**RECITALS**

A. Declarant is the owner of real property in Delta County, Colorado, legally described as follows:

Lot 2, Bruton Minor Subdivision

Delta County, State of Colorado

(“Property”)

B. Declarant desires to impose a general plan for the improvement, development, and maintenance of the Property, and to adopt and establish covenants, conditions, and restrictions upon the Property for the purpose of enhancing, maintaining, and protecting the value and desirability of the Property.

THEREFORE, Declarant covenants, agrees, and declares that the Property is a planned community which shall be held, sold, conveyed, encumbered, leased, used, occupied, and improved subject to the limitations, restrictions, easements, covenants, conditions, reservations, liens, and charges described in this Declaration, all of which are declared and agreed to be in furtherance of a general plan for the improvement and development of the Property. All of the limitations, restrictions, easements, covenants, conditions, liens, and charges shall run with the land, shall be binding upon and inure to the benefit of all parties having or acquiring any right, title, or interest in the Property or any part of it and the successors in interest of such parties, and are imposed upon the Property and every part of it as equitable servitudes which may be enforced by any of the Declarant, its successors and assigns, each Owner, his or her successors and assigns, or by the Association, its successors and assigns.

**ARTICLE 1  
DEFINITIONS**

1.1 “Articles of Incorporation” shall mean the Articles of Incorporation of the Association, as they may be amended from time to time.

1.2 “Assessment” shall mean and refer to any assessment levied against one or more Owners or Lots as permitted by this Declaration or applicable law, including without limitation any of the following:

1.2.1 “Regular Assessment” shall mean and refer to a charge against each Lot representing that portion of the Common Expenses attributable to such Lot.

1.2.2 “Special Assessment” shall mean and refer to a charge against any Lot for certain costs incurred by the Association for materials or services furnished to the Owner or his or her Lot at the request of or on behalf of such Owner, or as a result of any Owner failing to maintain any portion of his or her Lot in accordance with the provisions of this Declaration, or as a result of the negligence, recklessness, or willful misconduct of any Owner, his or her employees, guests or invitees, or for excessive use or special use of the services or facilities, if any, provided by the Association, or for any other purpose for which this Declaration or applicable law specifies or permits the imposition of a Special Assessment.

1.2.3 “Capital Assessment” shall mean and refer to a charge against any Lot representing a portion of the Association's cost for the purchase, installation, construction, expected or unexpected repair or replacement, of any capital improvement (including the necessary fixtures and personal property related to it) that is a Common Expense of the Association, plus reserves for repair or replacement of existing capital items, and acquisition, construction, and installation of new capital improvements.

1.2.4 Each type of Assessments described in subsections 1.2.1 through 1.2.3 above shall include all fees, charges, late charges, attorney fees, fines, interest, and any other sums allowable by this Declaration or applicable law arising from failure to pay when due the principal amount of such assessment.

1.3 “Association” or “HOA” shall mean and refer to the Eagles Nest Subdivision Homeowners Association, Inc., a Colorado nonprofit corporation, its successor, and assigns.

1.4 “Association Water” shall mean and refer to all water and water rights appurtenant to, associated with, or used in connection with all or any part of the Property, plus any other water or water rights, ditch or ditch rights, reservoir or water storage rights appurtenant to any portion of the Property or used in connection with any portion of the Property and owned or controlled by the Association.

1.5 “Board of Directors” or “Board” shall mean and refer to the Board of Directors of the Association.

1.6 “Bylaws” shall mean the Bylaws adopted by the Association, as amended from time to time.

1.7 “CCIOA” shall mean the Colorado Common Interest Ownership Act, presently codified at C.R.S. §38-33.3-101, et seq., as it may subsequently be amended from time to time.

1.8 “Common Area” shall mean any and all real property, and the improvements and fixtures on it, owned, leased, or controlled by the Association for the common use and enjoyment of the Members, and all stormwater detention ponds and related structures owned or controlled by the Association, as well as signage on any Common Area or for the

general benefit of the Subdivision or Owners, whether or not located on the real property owned or leased by the Association. The Common Area shall also include all areas and interests so shown or designated on the recorded plat of the Property or the Plat.

1.9 “Common Expenses” shall mean the Owner’s pro rata share of the expenses necessary to implement this Declaration, including, but not limited to, the costs to maintain the structures, appurtenances and improvements to the Property, drainage and recreation easement areas, ditches, management costs, reserves, capital improvements, assessments, and all other charges which the Association may lawfully levy upon the Owners in accordance with this Declaration.

1.10 “Conveyance” shall mean and refer to transfer of a fee simple title by deed, installment land purchase contract, or otherwise of any part of the Property.

1.11 “Declarant” shall mean and refer to New Beginnings New Homes, LLC, a Colorado limited liability company, its successors and assigns designated in writing to be the successor of Declarant, subject to any limitation on transfer of Special Declarant Rights contained in this Declaration, CCIOA, or other applicable law.

1.12 “Declaration” shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions, as the same may be amended from time to time.

1.13 “Development Rights” shall mean and refer to any right or combination of rights reserved by Declarant as set forth in this Declaration.

1.14 “Improvements” shall mean and refer to: any and all structures erected on any Lot; physical changes to the Property for surface water drainage and building site grading; structures located in, under or upon a Lot including, but not limited to, a Residence, garages, outbuildings, swimming pools, flag poles, pergolas, walls and fences; irrigation pumps, pipelines and sprinklers; patios, driveways, streets, curbs and gutters; and all other utility installations such as electric, gas, telephone, cable television, renewable energy, sewer and domestic water lines; and any other structure or landscape feature of every type and kind situated on the Property.

1.15 “Lot” shall mean and refer to any separate numbered lots shown on the Plat, as the same may be lawfully amended from time to time, together with all appurtenances and improvements now or hereafter.

1.16 “Member” shall mean and refer to each Owner of a Lot that is subject to this Declaration. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Lot.

1.17 “Owner” shall mean and refer to the record owner, whether one or more persons or entities of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.18 “Plat” shall mean and refer to that certain Plat of the Property recorded (or to be recorded) in the Delta County Clerk and Recorder’s official records. The Plat is attached to this Declaration.

1.19 “Property” or “Properties” shall mean and refer to the Lots created by the Plat for the Subdivision plus any and all appurtenant or benefitting easements, together with such additions, if any, as may subsequently be brought within the jurisdiction of the Association by expansion or amendment of this Declaration.

1.20 “Residence” shall mean the single-family structure located on a Lot.

1.21 “Subdivision” shall mean Eagles Nest Subdivision, located in Delta County, Colorado, and improvements thereon, subject to this Declaration or any amendment to this Declaration.

## **ARTICLE 2 THE ASSOCIATION; MEMBERSHIP; VOTING RIGHTS; AND DECLARANT CONTROLS**

2.1 Purposes and Powers. The Association shall be a corporation organized pursuant to the Colorado Nonprofit Corporation Act, § 7-20-101, *et seq.*, C.R.S., to be and constitute an entity for the exercise of the powers for the purposes set forth in this Declaration, including the appointment and removal of the Design Review Committee, the levy and collection of assessments, the enforcement of the covenants, conditions, and restrictions set forth in this Declaration, and to otherwise exercise such other powers as are set forth in this Declaration, the Bylaws, and the Articles of Incorporation, or reasonably necessary to fulfill its objectives and purposes.

2.2 Membership. By acceptance of a deed to a Lot in Eagles Nest Subdivision, each Owner shall become a Member of the Association. Such membership shall be appurtenant to and may not be separated from the ownership of any Lot.

2.3 Allocation of Votes. Each Lot shall be allocated one vote in the Association, subject to Section 2.9. If only one of the multiple Owners of a Lot is present at a meeting of the Association, such Owner is entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners are present, the votes allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of such Owners. There is majority agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. However, each Owner of the Lot may vote or register protest to the casting of votes by the other Owners of the Lot through a duly executed proxy meeting the requirements set forth in the Bylaws.

2.4 No Cumulative Voting. In the election of directors of the Association, cumulative voting shall not be allowed.

2.5 Membership Appurtenant. Membership in the Association shall be appurtenant to and inseparable from a Lot. Membership in the Association may not be transferred except in connection with the transfer of ownership of a Lot and shall be automatically transferred by Conveyance of a Lot without additional action or documentation.

2.6 Directors of the Association. The affairs of the Association shall be managed



by a Board of Directors initially consisting of three (3) directors. When Declarant relinquishes control of the Board to the Owners pursuant to Section 2.9, the Board shall be comprised of not fewer than three (3) directors, with the number of directors specified in the Bylaws.

2.7 Director Education. So long as it is required by law, the Board may authorize, and account for as a Common Expense, reimbursement of directors for their actual and necessary expenses incurred in attending educational meetings and seminars on responsible governance of homeowners associations. The course content of such educational meetings and seminars shall be specific to Colorado and shall refer to applicable sections of CCIOA.

2.8 Owner Education. So long as it is required by law, the Association shall provide, or cause to be provided, education to Owners at no cost on at least an annual basis as to the general operations of the Association and the rights and responsibilities of Owners, the Association, and the Board of Directors under Colorado law. The criteria for compliance with this Section 2.8 shall be determined by the Board.

2.9 Management of the Association.

2.9.1 Notwithstanding anything stated elsewhere in this Declaration, until the earliest of; (i) twenty (20) years after the date of recording of this Declaration (the period of Declarant's control) in the offices of the Delta County, Colorado Clerk and Recorder; (ii) sixty (60) days after Conveyance of 75% of the Lots to Owners other than Declarant; or, (iii) two (2) years after the most recent Conveyance of a Lot by Declarant in the ordinary course of business, Declarant may appoint and remove all Association officers and all members of the Board of Directors of the Association, subject to the limitations stated in this Section 2.9.

2.9.2 Not later than sixty (60) days after Conveyance of 25% of the Lots which may be created by the terms of this Declaration to Owners other than Declarant, at least one member, and not fewer than 25% of the members, of the Board of Directors must be elected by the Owners of Lots other than Declarant.

2.9.3 Not later than sixty (60) days after Conveyance of 50% of the Lots which may be created by the terms of this Declaration to Owners other than Declarant, not fewer than 33 1/3% of the members of the Board of Directors must be elected by Owners other than Declarant.

2.9.4 Upon the termination of the period of Declarant control specified in subsection 2.9.1, the Owners shall elect a Board of Directors in accordance with Section 2.6 who must be Owners other than Declarant or designated representatives of Owners other than Declarant. The Board of Directors so elected and officers shall take office upon termination of the period of Declarant control specified above.

2.9.5 Notwithstanding anything to the contrary stated elsewhere in this Section 2.9, by a vote of 67% of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present, any member of the Board of Directors may be removed with or without cause, other than a member appointed by Declarant.

2.9.6 Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Board before termination of the period of Declarant's control; but in that event Declarant may require, for the duration of the period of Declarant's control, that specified actions of the Association or the Board (as described in a recorded instrument executed by Declarant) be approved by Declarant before they become effective.

2.9.7 Within sixty (60) days after Owners other than Declarant elect a majority of the Board, Declarant also shall deliver to the Association all other property of the Owners and the Association held or controlled by Declarant, including without limitation those items specified in C.R.S. § 38-33.3-303(9).

2.10 Quorum. Quorum requirements are specified in the Bylaws.

2.11 Officers of the Association. The Officers of the Association are specified in the Bylaws.

2.12 Authority. The Association shall have all rights, powers, and authority specified or permitted by this Declaration, the Articles of Incorporation, the Bylaws, CCIOA, and any other applicable law.

2.13 Duties and Obligations. The Association shall perform all duties and obligations specified in this Declaration, the Articles of Incorporation, and the Bylaws.

2.14 Actions Against Owners. The Association may take judicial action against any Owner to enforce compliance with any provision of this Declaration, obtain mandatory or injunctive relief, or obtain damages for noncompliance, and may exercise any other right or remedy for enforcement of this Declaration or other rights or authority of the Association permitted by law. All such rights and remedies of the Association shall be cumulative and nonexclusive.

2.15 Conveyance or Encumbrance. Except as provided in Section 10.1, the Association shall have the right to encumber, dedicate, or convey all or any part of any the Association interest in Association Water or any other Association asset. However, no such encumbrance, dedication, or transfer shall be effective unless there is recorded in the real property records of Delta County, Colorado: (i) an instrument in any number of counterparts, which shall together constitute a single agreement, signed and properly acknowledged, with the date of all of such acknowledgment extending over a time period of no more than six (6) months, by Members entitled to cast 67% of the votes in the Association, approving such encumbrance, dedication or transfer; and (ii) the signed and notarized affidavit of an officer or director of the Association that written notice of the proposed action was sent to every Member no less than thirty (30) days nor more than sixty (60) days in advance of the earliest date of the acknowledgment of such approved instrument by any of the Members.

2.16 Management Agreement and Other Contracts.

2.16.1 The Association may utilize professional management in performing its duties. Any agreement for professional management of the Association's business or

any contract providing for the services of Declarant shall have a maximum term of one year and shall provide for termination by either party to it, with or without cause and without payment of a termination fee, upon not less than thirty (30) days prior written notice to the other party.

2.16.2 Any contracts, licenses, or leases entered into by the Association while Declarant controls the Association shall provide for termination by either party to it, with or without cause and without payment of a termination fee, at any time after termination of Declarant's control of the Association, upon at least ten (10) days prior written notice.

### **ARTICLE 3 PROPERTY RIGHTS, OTHER RIGHTS, AND MAINTENANCE RESPONSIBILITIES**

3.1 Easements. For Improvements that the Association is responsible to maintain, repair, improve, and/or replace pursuant to this Declaration, as duly amended, there is hereby created and granted and reserved to the Association an easement upon, along, over, under, across, in and to each Lot for the maintenance, improvement, repair, replacement, and inspection of each such Improvement. Each such easement shall burden and be appurtenant to and shall pass with the title to the Property or any portion thereof including specifically but without limitation the Lot on which such Improvements are located.

3.2 Association Maintenance Responsibilities. The Association is responsible for maintenance, repair, improvement, upkeep, and replacement of the following and the Improvements therein or thereon:

- a. The stormwater detention pond on Tract A, as designated on the Plat;
- b. Landscaping and weed control on Tract A, as designated on the Plat;
- c. The berm and landscaping on Lot 1, as designated on the Plat;
- d. Rear fences on each Lot;
- e. Front yard landscaping;
- f. Concrete porches;
- g. Concrete driveways; and
- h. Paint, repair, replace, maintain, and care for roofs, gutters, downspouts, and exterior building surfaces, including without limitation, siding, decks, fences, but excluding windows and other glass surfaces, screens, exterior light bulbs, and doors (except that the Association shall be responsible for repainting the exterior surface of doors), which shall all be the responsibility of the Owner unless otherwise determined in writing by the Association through its Board of Directors. An Owner shall not paint or change the appearance of the exterior of the Residence without the prior written approval of the Association, through its Board of Directors. The Association shall paint or re-stain the exterior of all Residences as often as necessary to keep such exterior attractive and in good repair.

3.3 The Declarant or its designees shall have the right to enter upon the Lots for purposes of construction and development and for purposes of making repairs and

remediating construction defects; provided such entry shall not unreasonably interfere with the use and enjoyment of any Lot upon which a Residence has been constructed, unless authorized by the Owner.

## ARTICLE 4 COVENANT FOR ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. The undersigned Declarant, for each Lot within the Property, covenants (and each Owner of any Lot by acceptance of a deed or other Conveyance for that Lot, whether or not it shall be so expressed in that instrument, is deemed to covenant and agree) to pay to the Association: (a) all Assessments and other charges levied by the Association against that Lot; and (b) all fees, charges, late charges, attorney fees, fines, collection costs, interest, and other sums charged pursuant to this Declaration as allowed by C.R.S. § 38-33.3-316(1) or any other provision of CCIOA, or as allowed by any other applicable law. The Association shall have the right, independent of CCIOA, to impose reasonable charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the powers of the Association, regardless of whether or not a legal action or proceeding was initiated, and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration, the Bylaws, or the rules and regulations of the Association.

Any charge set forth in this Section 4.1, from the time such charge becomes due, shall be a charge on and covenant running with the land, and shall be a continuing lien on the Lot against which each such item is assessed. If an Assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations. A valid acceleration of installment Assessment obligations may be made by the Board at any time any Assessment or Assessment installment is at least thirty (30) days overdue, without notice to or demand upon the affected Owners unless required by law.

Each such charge, together with interest, costs, and reasonable attorney fees, shall also be the joint and several personal obligation of each person and entity who was the Owner of the Lot at the time when the item became due. However, this personal obligation shall not pass to an Owner's successors-in-interest unless expressly assumed by them. No Owner may be exempt from liability for Assessments by waiver of use or enjoyment of the Association Water, or other assets or benefits of the Association, or by abandonment of any Lot.

The Association's lien on a Lot for Assessments shall be superior to any homestead exemption now or later provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to a Lot subject to this Declaration shall constitute a waiver of the homestead and any other such exemption as against such Assessment lien.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for: Common Expense; to promote the health, safety, or welfare of the residents of the Property and their household members and guests; for the benefit and construction of the Association Water; or for any other purpose of the Association, as those

purposes (as amended from time to time) are specified in this Declaration, the Bylaws, or the Articles of Incorporation; or as otherwise authorized or permitted by CCIOA or other applicable law.

4.3 Initial Regular Assessment.

4.3.1 The initial Regular Assessment shall be fixed in an amount set by, and made upon the resolution of, the Board of Directors. The initial Regular Assessment shall commence at the time the Plat is recorded.

4.3.2 After the initial Regular Assessment has been made by the Association, Regular Assessments shall be made no less frequently than annually based on a budget adopted by the Association as described in this Declaration.

4.3.3 Until the Board of Directors makes the initial Regular Assessment, all expenses of the Association shall be paid by Declarant.

4.4 Date of Commencement of Assessments: Due Dates. The initial Regular Assessment shall be adjusted according to the number of months remaining in the calendar year for which that Assessment is made, if less than a full calendar year. Thereafter, the Board shall fix the amount of such annual Regular Assessments against each Lot at least thirty (30) days in advance of each annual Regular Assessment period. Written notice of the annual Regular Assessment shall be sent to every Owner subject to that Assessment. The due date(s) shall be established by the Board of Directors. The Board shall determine whether to permit any Assessment to be paid in installments and the due dates and terms and conditions of such installment payments. This determination shall be made with sole and absolute discretion of the Board unless otherwise required by CCIOA or other applicable law. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether all Assessments on a specified Lot have been paid. Special Assessments and Capital Improvement Assessments may be made and declared to be due by the Board at any time, except as limited by this Declaration, CCIOA or other applicable law.

4.5 Common Expense Allocation. Except as otherwise stated in this Article 4, or as otherwise provided by CCIOA or other applicable law, each Lot shall be allocated a fraction of the Common Expense of the Association in which the numerator is one and the denominator is the number of platted Lots then in the Subdivision. Despite anything to the contrary stated in this Section 4.5, if permitted or required by this Declaration (see for example Section 4.6), CCIOA or other applicable law, any Common Expense or portion of any Common Expense or other cost or expense to the Association benefitting or caused by fewer than all Lots shall be assessed exclusively against the Lots benefited by or causing the Common Expense or other cost or expense.

4.6 Owner's Negligence. In the event that there is a need for maintenance, repair, replacement, reconstruction, or reconfiguration of any Improvement on the Property or other Common Expense because of the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any family or household member, tenant, lessee, licensee, guest, or invitee of such Owner, such expense and all related fees, costs, and expenses of or to the Association shall be the personal obligation of such Owner and



may be made part of any Assessment against such Owner and that Owner's Lot. Negligence or the willful act or omission of any Owner or any family or household member, guest, or invitee of such Owner, and the amount of the Owner's liability therefor, shall be determined by the Board of Directors at an informal hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section 4.6 may be appealed by such Owner to a court of law.

4.7 Priority of Lien. The lien for Assessments, which includes without limitation all those items specified in Section 4.1, shall have the priority specified in CCIOA, C.R.S. § 38-33.3-316(2), or other applicable law.

## **ARTICLE 5 BUDGET AND RECORDS**

5.1 Books and Records. Association policies and regulations regarding records, retention of records, and Member access to records shall be as specified in the Bylaws.

5.2 Annual Budget. The Board of Directors shall cause an operating budget, balance sheet, and cash flow statement for the Association to be prepared no less frequently than annually.

5.3 Delivery of Budget. Within ninety (90) days after adoption of any proposed budget by the Board, the Board of Directors shall mail (by ordinary first-class mail) or otherwise deliver a summary of the budget to all Owners and shall set a date for a meeting of the Owners to consider ratification of the budget, which shall be within a reasonable time after mailing or other delivery of the summary. The Board shall give notice to the Owners of that meeting as allowed for in the Bylaws.

5.4 Ratification of Budget. A budget is ratified unless Owners representing a majority of all Lots veto the budget at the meeting of the Owners described in Section 5.3.

5.5 Rejection of Budget. If a proposed budget is vetoed, the budget then in effect must be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors in accordance with this Article 5.

5.6 Reserve Fund. As part of each annual budget, the Board of Directors shall include an amount that, in its reasonable business judgment, will at least establish and maintain an adequate reserve fund for the repair or replacement of any personal property, fixtures, and improvements required to be operated or maintained by the Association based upon age, remaining life, replacement cost, and any other relevant factors. Any reserve funds may be deposited in such interest bearing account(s) as the Board of Directors deems appropriate.

5.7 Audit. The books and records of the Association shall be subject to an audit, using generally accepted auditing standards, or a review, using statements on standards for accounting and review services, at least once every two (2) years by a person selected by the Board of Directors. Such person need not be a certified public accountant except in the case of an audit. The audit or review report shall cover the Association's financial statements, which shall be prepared using generally accepted accounting principles or the cash or tax

basis of accounting.

5.8 Fiscal Year. The fiscal year of the Association initially be the calendar year, but the Association may adopt a different fiscal year, for Assessments or otherwise, if permitted by law.

## **ARTICLE 6 NONPAYMENT OF ASSESSMENTS**

6.1 Delinquency. Any Assessment provided for in this Declaration that is not paid when due is delinquent. If any such Assessment is not paid within thirty (30) days after the due date without additional notice or demand, the Assessment shall bear interest from the due date at a rate determined by the Board, not to exceed the maximum rate of interest then permitted by CCIOA or other applicable law. The Association may, at its option, exercise any right or remedy available to the Association under applicable law, including without limitation bringing an action at law against the Owner personally obligated to pay the same, or foreclosing the lien provided in Section 4.1 against the Lot(s) as to which the Assessment has not been paid; and in any case there shall be added to the amount of such Assessment interest and all costs which may be incurred by the Association in its collection of the Assessment, including for example reasonable attorney fees. Each Owner vests in the Association or its assigns the right and power to bring all actions or proceedings at law or inequity, including without limitation foreclosure proceedings, against such Owner for the collection of such delinquent Assessments.

### 6.2 Nature of Obligation and Lien.

6.2.1 The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without (except as otherwise expressly provided in this Declaration or by applicable law) notice or demand, and without setoff or deduction. The Board or managing agent of the Association may prepare and record in the real property records of Delta County, Colorado, a written notice setting forth the amount of such unpaid indebtedness and the name of the Owner of the Lot and description of the Lot. Such a notice shall be signed by one member of the Board or by the managing agent of the Association. The costs and expenses for filing any notice of lien shall be added to the Assessment for the Lot against which it is filed and collected as part of such lien. Each Assessment, together with interest, late charges, costs, and reasonable attorney fees, shall also be the personal obligation of each person who was the Owner of such Lot at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass by Conveyance of a Lot.

6.2.2 The statutory lien for Assessments is prior to all other liens and encumbrances on a Lot except: (i) liens and encumbrances recorded before the recordation of this Declaration; and (ii) liens for real estate taxes and other governmental assessments or charges against the Lot; and (iii) a mortgage or trust deed security interest on the Lot which has priority over all other such liens on the Lot and which was recorded before the date on which the Assessment sought to be enforced became delinquent. Despite the foregoing, the statutory lien for Assessments is also prior to the lien of a first mortgage to the extent of an amount

equal to the Assessments based on a periodic budget adopted by the Association which would have become due, in the absence of any acceleration, during the six (6) months immediately preceding institution by either the Association or any party holding a lien senior to any part of the Association lien created under Section 4.1 of an action or a nonjudicial foreclosure either to enforce or to extinguish the lien.

6.2.3 The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recording of any claim of lien or assessment is required; however, a notice of lien may be recorded at the Association's option in accordance with subsection 6.2.1 of this Section, in which event costs and attorney fees incurred in connection with the preparation and filing of such notice shall be assessed against the Owner's Lot as a part of the assessment.

6.3 Foreclosure Sale. Any foreclosure sale related to an Assessment lien is to be conducted in accordance with those provisions of the laws and rules of the courts of the State of Colorado applicable to the foreclosure of mortgages, or in any other manner then permitted or provided by applicable law. The Association, through its duly authorized agents, shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same in the name of the Association.

6.4 Curing of Default. Upon the timely curing of any Assessment delinquency, the Association is authorized to file or record certificate setting forth the satisfaction of such claim and release of such lien upon payment of a fee determined by the Association to cover the costs of preparing and filing or recording such release and any other expenses incurred.

6.5 Cumulative Remedies. The Assessment lien and the rights of foreclosure and sale under it shall be in addition to, and not in substitution of, all other rights and remedies which the Association and its assigns may have to collect Assessments and enforce Assessment liens under this Declaration and then applicable law, including without limitation a suit to recover a money judgment for unpaid Assessments, as provided above, all of which rights and remedies shall be cumulative.

## **ARTICLE 7 USE RESTRICTIONS**

7.1 Lot and Tract Use and Residences. Lots shall be used only for residential purposes, subject to Section 7.7. No building shall be erected, or otherwise altered, placed, or permitted to remain on any Lot except in accordance with the terms and conditions of this Declaration.

7.2 Irrigation Systems. Irrigation systems including sprinklers shall not be operated in such a manner that they cause structures to be wetted. Irrigation systems shall be operated so as to comply with the watering schedule established by the Association. The Association may install limiters or otherwise restrict access to irrigation water on or for Lots which the established watering schedule has not been followed, in the discretion of the Board.

7.3 Yards. No rubbish, debris, or other such accumulations of any kind shall be placed or permitted to accumulate or remain on any Lot. No clotheslines, dog runs, drying



yards, service yards, wood piles, or storage areas shall be located on any Lot, so they are visible from a Subdivision street. This Section 7.3 shall not apply to seasonal holiday decorations which are promptly removed after the holiday or to the display of the flag of the United States of America in accordance with applicable law. All trash, garbage, or other waste must be kept in sanitary containers. All equipment for the storage or disposal of refuse shall be kept in a clean and sanitary condition. All trash containers shall be kept behind adequate screening or fencing and shall be removed from curbside the same day of trash pickup.

7.4 Restrictions Relating to Drainage. Nothing shall be done or permitted on any Lot that would block, divert, or channelize the natural flow of drainage water across any Lot from adjacent Lots, as established by the original Subdivision grading, without specific written approval from the Association.

7.5 Signs. No sign, graphic, or advertising device of any kind shall be displayed on any Lot except: (i) one sign advertising the property for sale or rent to be ordered through a representative of the Declarant; (ii) signs used by the building contractor or lender for advertising during construction or sales of Lots in the Subdivision; (iii) the American flag, displayed in accordance with 4 U.S.C. 4 to 10 and rules and regulations adopted by the Association and not contrary to law; (iv) a service flag not to exceed nine (9) inches by twenty-four (24) inches, subject to rules and regulations adopted by the Association and not contrary to law; and (v) political signs in support of candidates or ballot issues, limited to the period of seven (7) days immediately preceding the election date and seven (7) days after the election date on which the candidates or issues will be voted upon. Any permitted sign shall be no more than 36 inches by 48 inches. Signs used by Declarant for any purpose are not subject to the restrictions in this Section 7.5 or any other restrictions other than imposed by applicable law.

7.6 Animals. Except as provided in this Section 7.6, no animals, livestock, reptiles, poultry, or insects, of any kind, shall be raised, bred, kept, or boarded in or on the Property. The Owners of each Lot may keep fish, birds, dogs, and cats which are bona fide household pets, as long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a danger or nuisance, by excessive noise or otherwise, to any resident of the Subdivision.

7.7 Residential Use. No Lot may be used for commercial purposes, except for home occupations. For purposes of this Section 7.7, "home occupation" means an occupation conducted in accordance with applicable zoning ordinances for home occupations and which does not entail the employment of third persons on a Lot or sales or servicing of personal property on a Lot. This does not include the delivery of goods or services by third parties to customers upon a Lot, nor to the leasing of any Lot as described in Section 7.8. Any other commercial use shall be considered a nuisance within the meaning of Section 7.9. Declarant shall not be subject to the provisions of this Section 7.7.

7.8 Leases. The term "lease" as used in this Declaration shall include any agreement for the leasing or rental of a Lot or any portion of it. Any Owner shall have the right to lease his or her Lot under the following conditions:

7.8.1 All leases shall be in writing;

7.8.2 All leases and the lessee's occupancy of the Lot shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws, and rules and regulations of the Association. The lessee's failure to comply with any of the above-mentioned documents, in any respect, shall be a default under the lease; and

7.8.3 The term of the lease shall be no fewer than thirty (30) consecutive days unless otherwise approved by the Board, which approval may be conditioned or denied in the Board's sole and absolute discretion.

The provisions of 7.8.2 and 7.8.3 above shall be contained in each lease but shall also be deemed to be implied terms of each such lease; whether or not actually contained in the lease.

7.9 Nuisance and Hazardous Activities. No obnoxious or offensive activity shall be conducted on any Lot, nor shall any activity be permitted which becomes an annoyance or nuisance within the Subdivision. No sound shall be emitted from any Lot which is unreasonably loud or annoying and no odor shall be permitted from any Lot which is noxious or unreasonably offensive to others, as determined by the Board in its sole discretion. No activities shall be conducted on the Property or within the improvements constructed on or within the Property which are or might be unreasonably hazardous to any person or property. No firearms, explosives, air rifles, BB or pellet guns, crossbows, or similar devices shall be discharged on the Property. In no event shall activities of Declarant that are reasonably necessary for the development and construction of the Property be considered a nuisance or hazard under this Section 7.9.

7.10 Lot Maintenance. Each Lot and the improvements on it shall be properly maintained by the Owner of such Lot. If any Owner fails to maintain that Owner's Lot in accordance with this Declaration, the Association may have such maintenance performed as is necessary to bring such Lot into compliance with this Declaration and may assess the Owner of such Lot for those costs as part of any Assessment provided for in this Declaration.

7.11 Utilities and Easements. Underground electrical, natural gas, telephone, and cable television, shall be available to all Lots. The utility companies furnishing these services shall have the easements shown on the recorded plat of the Subdivision. No permanent or temporary structure shall be erected on any such easement. Neither the Declarant, the utility company, or any entity using these easements shall be held liable for any damage done by any of them or their assigns, agents, or employees to shrubbery, trees, flowers, or improvements of an Owner located on any land subject to an easement. No overhead utility lines shall be allowed to service any Lot within the Subdivision.

7.12 Re-Subdivision. No Lot shall be re-subdivided to create any additional Lot within the Subdivision.

## **ARTICLE 8 INSURANCE**

8.1 Insurance. The Association shall obtain and maintain insurance as required by CCIOA, currently codified at C.R.S. § 38-33.3-313., as amended, and this Declaration.

8.2 Type of Insurance. The Association shall obtain property insurance insuring against damage to the Improvements for which the Association is responsible to maintain as set forth in this declaration, including without limitation the maintenance responsibilities set forth in Section 3.2, for broad form covered causes of loss in an amount not less than the full insurable replacement cost of the insured property less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies. In addition, if reasonably available, the Association shall maintain director and officer liability insurance. The Association, as attorney-in-fact, shall have the authority conferred upon it in this Article 9 to deal with insured items in the event casualty to them is uninsured loss to the Association under its master insurance policy.

8.3 Assessment of Members. To the extent the Association settles claims for damages to real property, it shall have the authority to assess as part of any Assessment against negligent members causing such loss or benefitting from such repair or restoration all deductibles paid by the Association. In the event that multiple Lots are damaged by a loss, the Association in its reasonable discretion may assess each member a pro rata share of any deductible paid by the Association.

8.4 Waiver of Subrogation. The Association and all Lot Owners each waive any and all rights of recovery against the others of them, their officers, members, agents, and employees, occurring on or arising out of the use and occupancy of the Property to the extent such loss or damage is covered or indemnified by proceeds received from insurance carried by any of them, or for which such party is otherwise reimbursed. Each of them, upon obtaining any attached insurance, shall notify the insurance carrier that the foregoing waiver of subrogation is contained in this covenant, and, to the extent available, shall require the insurance carrier to include an appropriate waiver of subrogation provision in the policy.

8.5 Fidelity Bond Insurance. If any Owner or Association employee controls or disburses Association funds, the Association must obtain and maintain, to the extent reasonably available, a fidelity bond insurance in an aggregate amount equal to not less than two (2) months of current assessments, plus reserve calculated from the then-current budget of the Association.

8.6 Independent Contractors. Any person employed as an independent contractor by the Association for the purposes of managing the Association must obtain and maintain a fidelity bond in the same amount required in Section 8.5 unless the Association names such a person as an insured employee in a contract of fidelity insurance described in Section 8.5. The Association may carry or require of an independent contractor employed to manage the Association fidelity bond coverage in an amount greater than that specified in this Section 8.6.

8.7 Fidelity Bond. Premiums. Premiums for bonds required of the Association under this provision are a Common Expense of the Association.

8.8 Additional Insurance. The Association may carry any other insurance it considers appropriate to protect the Association or Members, including insurance on property it is not obligated to insure.

## ARTICLE 9 GENERAL PROVISIONS

9.1 Severability. Invalidation of any of the covenants, restrictions, or other provisions contained in this Declaration shall in no way affect or limit any other provisions which shall remain in full force and effect. To the extent feasible, any invalidated provision and the remainder of this declaration shall be reformed to comply with applicable law and so to preserve the intent of this Declaration, including the invalidated provision.

9.2 Easements. Easements for the installation and maintenance of utilities, irrigation, and drainage facilities are reserved as shown on the Plat. Within these easements no improvement, structure, planting, or other material (excluding fences capable of being readily removed for the purposes of the easement) shall be placed or permitted to remain which may damage or interfere with such utilities or facilities, or which may change the direction of flow or drainage channels in the easements. Declarant and the Association shall have the right (but assumes no obligation) to enter upon the Property to correct any flow of water and to establish and re-establish drainage channels.

9.3 Conflict of Provisions. In case of any conflict between this Declaration, the Articles of Incorporation, and the Bylaws, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

9.4 Term. The provisions of this Declaration shall each constitute covenants, running with the land applicable to all the Property and Lots, binding Declarant and all persons and entities claiming by, through, or under it for an initial term of twenty (20) years from the date of recording of this Declaration in the real property records of Delta County, Colorado, which term shall be automatically extended for successive periods of twenty (20) years each, without action by or notice to any person or entity unless amended or terminated as provided in Section 9.5.

### 9.5 Termination and Amendment.

9.5.1 Subject to the provisions of C.R.S. § 38-33.3-217(1), (5), (6) and (7), all or any portion of this Declaration may be supplemented, changed, or canceled in whole or in part at any time by the vote or agreement of the Owners of 67% of the Lots that may be created. Such agreement may be in any number of counterparts. Such amendment shall be effective when duly recorded in the real property records of Delta County, Colorado.

9.5.2 Declarant reserves and is granted the right and power to record technical amendments to this Declaration, the Articles of Incorporation, and the Bylaws at any time prior to the termination of Declarant's control of the Association, for the purposes of correcting spelling, grammar, dates, typographical, and clerical errors, or as may otherwise be necessary to clarify the meaning of any provisions of any such document.

### 9.6 Rights of Declarant Incident to Construction. An easement is retained by

and granted to Declarant, its successors, and assigns, for access, ingress, and egress over, in, upon, under, and across any easements shown on the Plat, including but not limited to the right to store materials on such areas and to make such other use of such areas as may be reasonably necessary or incidental to Declarant's or its designees' construction on the Property, including without limitation construction of improvements indicated on the Plat; provided, however, that no such rights or easements shall be exercised by Declarant in such a manner as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Owner, his or her family members, guests, or invitees, to or of that Owner's Lot. Declarant, for itself and its successors and assigns, retains a right to store construction materials on any Lot owned by Declarant and to make such other use of it as may be reasonably necessary or incidental for the purpose of the completion or improvement of the Property, the performance of Declarant's obligations under this Declaration, and the sale of the Lots. Any Declarant Development Rights created or reserved in this Declaration for the benefit of Declarant may be transferred to any person or entity by an instrument describing the rights transferred and shall be recorded in the real property records of Delta County, Colorado. The rights of Declarant reserved in this Section 10.6 shall expire fifteen (15) years after the recording of this Declaration.

9.7 CCIOA Controls. Any managing agent, employee, independent contractor, or other person acting on behalf of the Association shall be subject to CCIOA to the same extent as the Association itself would be under the same circumstances.

9.8 Notice. Any notice or demand required or permitted by this Declaration shall be in writing and shall be sent by United States first class mail, postage prepaid, to the address of the Owner of the Lot to receive notice at the address provided by the Owner for that purpose to the Association. If the Owner fails to provide an address to the Association, notice shall be sent to the address of the Owner specified in the deed recorded in the real property records of Delta County, Colorado by which that Owner took title and to the street address of that Lot, if any.

9.9 Waiver. The failure of Declarant, the Association, or any Owner to enforce any right under this Agreement upon any occasion shall not be deemed a waiver of such right on any subsequent occasion. The waiver, either express or implied, by Declarant, the Association, or any Owner of any of the rights, terms, or conditions in this Agreement shall not be deemed or constitute a waiver of any other rights, terms, or conditions in this Agreement. Any waiver in order to be valid and effective, must be in writing.

9.10 Headings. The article and section titles and headings used in this Declaration are for identification purposes only and shall not be utilized to interpret or construe the provisions of this Declaration, which shall remain in full force and effect.

9.11 Binding Effect. The provisions of this Declaration shall be binding upon and for the benefit of Declarant, each Owner, and each and all their heirs, personal representatives, successors in interest, and assigns.

9.12 Applicability of Governmental Regulations. The covenants, conditions, and restrictions contained in this Declaration are separate and distinct from any zoning, building, or other law, ordinance, rule, or regulation or of any governmental authority having jurisdiction over the Property. In the event of any conflict between the provisions of



this Declaration and the provisions of any such law, ordinance, rule, or regulation, the Owner must first comply with all governmental laws, ordinances, rules, or regulations and then, to the extent possible, the Owner must comply with this Declaration. If such compliance with this Declaration would result in a violation of such law, ordinance, rule, or regulation, the Association shall waive any such covenants, conditions, or restrictions to the extent it results in such a violation, and in connection with such waiver, the Association may impose such additional covenants, conditions, and restrictions as may be necessary to carry out the intent of this Declaration.

9.13 Transfer of Declarant Rights and Obligations. Except to the extent expressly prohibited by applicable law, any or all rights or obligations (or both) of Declarant under this Declaration may be transferred by Declarant, including without limitation those rights described in Section 2.9

9.14 Mediation/Arbitration of Disputes and Other Matters. Notwithstanding anything to the contrary contained in this Declaration: all disputes and other matters between or among the Declarant, the Association, the Board of Directors of the Association, any committee of the Association, and any Owner(s), and any officer, director, partner, member, shareholder, employee, agent or other representative thereof (all of whom shall collectively be deemed to be intended beneficiaries of this Section), shall be submitted first to mediation and, if not settled during mediation, then to final, binding arbitration, all in accordance with the provisions hereinafter set forth in this Section; and such disputes and other matters shall not be decided by a court of law. The disputes and other matters which are subject to mediation and/or arbitration under this Section shall include, without limitation, the following:

- (a) those arising under the provisions of this Declaration, the Articles of Incorporation or the Bylaws of the Association;
- (b) those regarding any of the rules and regulations, design guidelines, resolutions, decisions, or rulings of the Association, its Board of Directors, or any of the Association's committees;
- (c) any and all controversies, disputes or claims between any of the intended beneficiaries of this Section, regardless of how the same might have arisen or on what it may be based; and
- (d) any statements, representations, promises, warranties, or other communications made by or on behalf of any of the intended beneficiaries of this Section.

The mediation shall be conducted before the American Arbitration Association ("AAA") in accordance with AAA's Commercial or Construction Industry Mediation Rules. If the dispute or other matter is not fully resolved by mediation, then the same shall be submitted to binding arbitration before AAA in accordance with their Commercial or Construction Industry Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in and enforced by any court having jurisdiction over such dispute or other matter. Unless otherwise provided by law, the costs of mediation and arbitration shall be borne equally by the parties involved, if the dispute or other matter is arbitrated, the arbitrator(s) shall have the right to award reasonable attorneys' fees, costs and expenses, including those incurred in mediation, arbitration, or other matters. All decisions regarding whether a dispute or other matter is subject to arbitration shall be

decided by the arbitrator.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

DECLARANT:

New Beginnings New Homes, LLC, a Colorado limited liability company

By: \_\_\_\_\_  
Terrence Lawrence, General Managing Partner

STATE OF COLORADO    )  
  )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Terrence Lawrence, as General Managing Partner of New Beginnings New Homes, LLC, a Colorado limited liability company.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



To: City of Delta City Council  
From: Joe Gillman, Community Development Manager; Mike Markus, City Planner; and Raini Ott, Contract City Planner  
Date: April 16, 2024  
Subject: Hellman-TRU PLA Rezoning  
Attachments: A – Planning Commission Resolution No. 2, 2024; B – Draft Rezoning Ordinance

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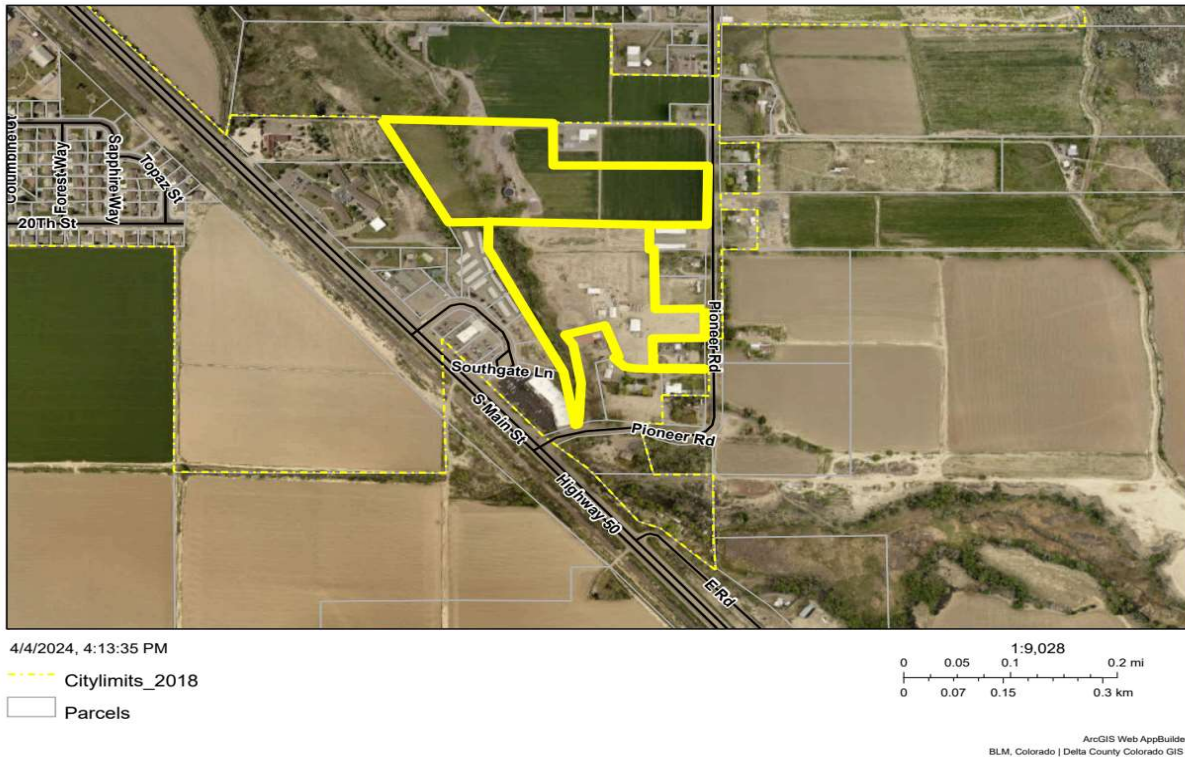
### **Request Summary**

The subject request is for approval of a Rezoning from Industrial to A-1 Agricultural to facilitate a Boundary Adjustment request to transfer approximately 2.74 acres from an existing 13.28-acre parcel to an existing 15.45-acre parcel (Attachment A). The subject property is addressed as 2353 Pioneer Road (Parcel 1 Gibson Lot Split/Assessor Account No. R020977) and the other property involved in the Boundary Adjustment is addressed as 2187 Pioneer Road (Lot 2 Richmark Acres Subdivision/Assessor Account No. R024418), both located on the west side of Pioneer Road approximately 1,600 feet south of its intersection with Sunrise Drive (Figure 1). The request is submitted by property owners Mark F. Hellman Trust, Teresa J. Hellman Trust, and TRU-PLA, INC and their surveyor Jesse Messenger, PLS (“Applicant”). The application appears to meet the Rezoning approval criteria under Section 17.04.270(A)(1), specifically including criteria (a) and (b)(i), and staff and the City of Delta Planning Commission recommend City Council carefully consider approval of the request.





Figure 1: Aerial of Subject Property (Outlined in Yellow) and Surrounding Area



## **Review Procedure**

The review procedure for Rezoning is outlined under Section 17.04.290 and requires review and approval by the Planning Commission and City Council at public hearings. In addition, such requests are referred to relevant City departments and external agencies for review and comment, and public notice and review is provided seven days preceding the scheduled Planning Commission hearing. Use this link to view [Chapter 17.04, Zoning Regulations](#) in its entirety.

## **Referral Agency Comments**

The request was distributed to the relevant City departments for review and comment, as well as to external agencies. In this case, referral requests were sent to the following: Colorado Department of Transportation (CDOT); Colorado Parks and Wildlife (CPW); Colorado Geological Survey (CGS); Black Hills Energy Corporation; Tri-County Water District; Uncompahgre Valley Water Users Association (UVWUA); Delta County Fire Protection District #1 (FPD); and Delta County Planning and Environmental Health Departments.

Responses received are summarized in and attached to the [April 1, 2024, Planning Commission meeting staff report.](#)

## **Public Notice & Comments**



Public notice of the Planning Commission hearing for a Rezoning is required by posting a sign on the subject property, publishing legal notice in a local newspaper, and sending notice letters to adjacent property owners at least seven days prior. For the subject request, the public notice sign was posted as of March 22, 2024, the newspaper notice was published on March 21, 2024, and letters to adjacent property owners were sent on March 15, 2024. In addition, notice was provided as an agenda item for the April 16, 2024, City Council meeting.

All public noticing requirements have been met for the subject request. As of publication of this staff report, **zero** public comments were received.

### **Criteria Review**

As discussed in detail in the [April 1, 2024, Planning Commission meeting staff report](#), staff recommends the City Council conditionally approve the subject request since staff finds that the Rezoning approval **criteria appear to be met**, subject to certain conditions. Approval of a Rezoning to amend the Zoning Map and change the boundaries of existing zoning districts shall be allowed only upon finding that criterion (a) and at least one criterion under (b) in Section 17.04.270(A)(1) are met. Use this link to view [Chapter 17.04, Zoning Regulations](#), in its entirety.

### **Planning Commission Review**

At the meeting on April 1, 2024, the City of Delta Planning Commission opened the public hearing and heard presentations from City staff, offered opportunities for the Applicant to present and for public comment, then asked clarifying questions about the request before closing the hearing. The Applicant did not make a presentation and no members of the public provided comments on the request. All four members of the current Commission were present, including Susan Welk-Valdez, Chair; Fay Mathews, Vice-Chair; Cecilia Tafoya; and Katie Bowers. Use this link to view the [April 1, 2024, Planning Commission meeting staff report](#) with application materials, referral comments, and staff analysis and recommendations.

A motion was made and seconded to adopt Planning Commission Resolution No. 2, 2024, recommending approval of the request to City Council subject to the conditions recommended by staff (Attachment A). The motion passed unanimously.

### **Recommendation**

Based on review of the Rezoning approval criteria under Section 17.04.270(A)(1), and staff and the Planning Commission recommend City Council conditionally approve the Hellman-TRU PLA Rezoning since it appears the approval criteria are met, specifically including criteria (a) and (b)(i), subject to the following conditions:

1. The Rezoning is subject to approval of a Boundary Adjustment plat.
2. The Boundary Adjustment plat must be recorded at the time the Rezoning becomes effective, but no later than five business days following the effective date of the Rezoning ordinance.



**CITY OF DELTA COLORADO**  
**Ordinance No. 4, 2024**

AN ORDINANCE OF THE CITY OF DELTA, COLORADO, AMENDING THE  
ZONING DESIGNATION FOR A PORTION OF PROPERTY ADDRESSED AS 2353  
PIONEER ROAD, DELTA COUNTY PARCEL 345530403001

WHEREAS, the City of Delta (“City”) is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Delta Home Rule Charter (“Charter”), as amended; and

WHEREAS, Mark F. Hellman Trust, Teresa J. Hellman Trust, and TRU-PLA, INC. (the “Applicants”), owners of certain real property located in the City of Delta, Colorado, and legally described in Exhibit A attached hereto and incorporated herein by this reference (the “Property”), have applied for rezoning of a portion of the Property, as described in Exhibit B attached hereto and incorporated herein by this reference, from Industrial (I) to Agriculture (A-1); and

WHEREAS, pursuant to Section 17.04.270(A) of the Delta Municipal Code (the “Code”), amendments to the City’s zoning map changing the boundaries of an existing zone district or changing the district designation of an area may be allowed only upon findings that: (a) the amendment is not adverse to the public health, safety and welfare; and (b) the amendment is (i) in substantial conformity with the Comprehensive Plan, or (ii) that the existing zoning is erroneous, or (iii) that conditions in the area affected or adjacent areas have changed materially since the area was last zoned; and

WHEREAS, the City of Delta Planning Commission held a duly-noticed public hearing on the rezoning application on April 1, 2024; and

WHEREAS, based on the testimony and evidence presented at the public hearing, the Planning Commission adopted Planning Commission Resolution #2, 2024, recommending that the City Council of the City of Delta (“City Council”) approve the rezoning application subject to certain conditions as set forth in said resolution; and

WHEREAS, pursuant to Section 17.04.290(H)(1) of the Delta Municipal Code, City Council may, without further review, implement a recommended zoning change by adoption of a rezoning ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DELTA, COLORADO, AS FOLLOWS:

**Section 1.** The foregoing recitals are incorporated herein as findings and determinations of the City Council.

**Section 2.** The City Council hereby changes the zoning designation for the property in the City of Delta, Colorado that is specifically described in Exhibit B from Industrial (I) to Agriculture (A-1), subject to the following conditions:

- A. The rezoning is subject to approval of a boundary adjustment plat.
- B. The boundary adjustment plat must be recorded at the time the rezoning becomes effective, but no later than five business days following the effective date of the rezoning ordinance.

**Section 3.** The official zoning map of the City shall be amended as soon as practicable to reflect the zoning change for the subject property as approved by this ordinance.

INTRODUCED on \_\_\_\_\_, 2024, at which time copies were available to the Council and to those persons in attendance at the meeting, read by title and number, passed on first reading, and ordered published as required by the Charter.

CITY OF DELTA, COLORADO

Mayor

ATTEST:

City Clerk

INTRODUCED a second time at a regular meeting of the City Council on \_\_\_\_\_, 2024, read by title and number, passed, approved, and ordered published as required by the Charter.

Mayor

ATTEST:

City Clerk

**EXHIBIT A**  
**(Property Description)**

Lot 2, Richmark Acres Subdivision according to the plat recorded November 16, 2016 under Reception No. 691259, County of Delta, State of Colorado; and

Parcel 1, Gibson Lot Split, according to the plat recorded September 14, 2005 under Reception No. 595455, County of Delta, State of Colorado

**EXHIBIT B**  
**(Description of Property to be rezoned)**

Part of Parcel 1 of the Gibson Lot Split, according to the plat thereof recorded in the Real Estate Records of Delta County, Colorado on September 14, 2005 under Reception No. 595455, said parcel is located in Section 30, T 15 S, R 95 W, 6th Principal Meridian, said parcel is further described as follows:

Beginning at the Northwest corner of said Parcel 1 which is a point on the South Line of Lot 2 of the Richmark Acres Subdivision, according to the plat thereof recorded in the said Real Estate Records on November 16, 2016 under Reception No. 691259 whence the center quarter corner of said Section 30 bears S 55° 44' 57" W, 256.91 feet; thence on the line common to said Parcel 1 and said Lot 2 S 89° 03' 27" E, 794.31 feet to the North corner common to Parcel 2 of the said Gibson Lot Split and said Parcel 1; thence on the line common to said Parcels 1 and 2 S 00° 13' 00" W, 149.70 feet to the South corner common to said Parcels 1 and 2; thence N 89° 08' 24" W, 794.29 feet to the West line of said Parcel 1; thence on the said West line N 00° 13' 23" E, 150.84 feet to the point of beginning, containing 2.740 acres as described.  
County of Delta,  
State of Colorado.



**Date:** April 1, 2024

**To:** City Council for April 16, 2024 regular meeting agenda

**From:** Renee Ealey, Recreation Manager  
Rod Myers, Fleet & Facilities Manager

**CC:** Elyse Ackerman-Casselberry, City Manager

**Subject:** Consideration of the Carpet Replacement at the Recreation Center

---

**Recommendation:** Staff recommends the Council move to award the Carpet Replacement project to Guthries Floor Coverings, LLC. at a cost not to exceed \$38,324.78. Staff also recommends the Council move to authorize the Mayor to sign the construction contracts for the above named contractor.

**Background:** The carpet at the Recreation Center is 17 years old as is starting to see to major wear. The new carpet recommendation would have a 15 Year Warranty.

**Overview:** Pending approval of the project, we will schedule the DOC to help tear out existing carpet and base the last week of August with carpet installed the first week of September. The project timeline 3-4 days of tear out with 3-5 days to install.

**Cost to City:** \$38,324.78. This was a budgeted project for 2024.

**Alignment with Strategic Plan:** This project is consistent with the core priorities of re-investment in our infrastructure and Celebrate Delta.

**Bids Received:**

<b>Company Name</b>	<b>Method of Contact</b>	<b>Bid Amounts</b>
Guthries Floor Coverings, LLC.	Email	\$38,324.78
Carpetime, Inc.	Email	\$38,640



City of Delta  
360 Main Street  
Delta, CO 81416



## INVITATION FOR BIDS

### CARPET REPLACEMENT AT BILL HEDDLES RECREATION CENTER

Issued Date: March 20, 2024

Agent/Contact: Renee Ealey, [renee@cityofdelta.net](mailto:renee@cityofdelta.net)

Submissions Must be Received by: April 1st, 2024 at 10:00 am

#### **Administrative Instructions**

The City of Delta is accepting sealed bids for carpet replacement at Bill Heddles Recreation Center.

Bids shall be submitted in hard copy or electronically to:

Hard Copy: 360 Main Street Delta, CO 81416 Attn: Jolene Nelson

Electronic: [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net)

Bids will be publicly opened at 10:15 am on April 1st, 2024 in the City of Delta Conference Room located on the ground floor of City Hall. Late bids will not be accepted and it is the responsibility of the bidders to ensure that bids (including signed addenda) arrive by 10:00 am on April 1st, 2024.

The complete IFB packet can be downloaded from the City webpage at <https://cityofdelta.net/rfps>. Addenda will be posted to the website and it is the vendor's responsibility to download, review, sign, and include addenda with their bid.

The City reserves the right to amend this IFB by an addendum at any time prior to the date set for receipt of bids. Addenda 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 bids without disclosing the reason, therefore, to waive any information in the bids received, and to accept the bid deemed most advantageous and in the best interest of the City.



## SCOPE OF WORK

Final prep and install of new, already purchased, carpet tile and stair treads throughout the Bill Heddles Recreation Center. The local Department of Corrections crew has committed to the removal of tile and carpet. The contractor will be responsible for the final prep work of the flooring to be installed.

**IFB Package** - Available March 20, 2024, online at the City of Delta RFP web page <https://cityofdelta.net/rfps>

**Mandatory Walk-Through** - A Mandatory Walk-Through will be held on March 26, 2024 at 1:00 pm at the Bill Heddles Recreation Center. Interested parties must participate and record their presence at the walk-through to be allowed to submit a response to this IFB.

**Question Deadline** - March 28, 2024 at 4:00 pm. All questions regarding this IFB are to be emailed to [renee@cityofdelta.net](mailto:renee@cityofdelta.net). Any questions received after the deadline will not be addressed. Written responses to questions will be posted on the City webpage via addendum no later than March 29, 2024, at 4:00 pm.

**Bid Submission Cut-Off** - April 1st, 2024, at 10:00 am. All bids shall be submitted and stamped at Delta City Hall located at 360 Main Street, Delta, CO 81416, or electronically via email to [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net). The subject line must state "BID ENCLOSED - CARPET REPLACEMENT". Do not include any bid information in the body of the email.

**Public Bid Opening** - Bids will be open publicly on April 1st, 2024, at 10:15 am in the downstairs conference room of Delta City Hall at 360 Main Street, Delta, CO 81416.

**Rejection of Bids** - The City of Delta reserves the right to reject any, all or any part of a bid.

**Late Bids** - Bids not received by the Bid Submission deadline of April 1st, 2024 at 10:00 am are late and will not be accepted.

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

### **Compliance with OSHA**

Bidder agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the City of Delta harmless for any failure to so conform.



**Construction window**  
Begin September 3, 2024

**Taxes, Federal Excise Tax**  
The City of Delta is tax-exempt.

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to the City of Delta (hereafter "City") by all prospective vendors (hereinafter referred to as "Bidder") regarding City solicitations including but not limited to Invitations to Bid, Requests For Proposals, Requests, for Quotes, and Requests for Qualifications. 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 General Terms and Conditions, shall govern in the interpretation of the plans and specifications.

### Contents of Bid

It is the responsibility of each Bidder **before** submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect the 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 City Engineer/Project Manager of all conflicts, errors or discrepancies in the Contract Documents. Bidders are responsible for confirming and verifying all project lines, grades, dimensions, specifications, plans, and project areas **prior** to submitting a bid.

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.

### Clarification and Modification of Bid Solicitation

Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda and posted to the City webpage. Questions must be submitted **in writing** to Renee Ealey ([renee@cityofdeltanet.net](mailto:renee@cityofdeltanet.net)). Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

The City reserves the right to amend this IFB by an addendum at any time prior to the date set for receipt of bids. Addenda will be posted on the City website under the News "RFP" tab at <http://cityofdeltanet.net/rfp.htm>

### Pricing, Collusion, and Taxes

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, removal/demo material disposal/haul off to a separate dumpster or off-site location; miscellaneous equipment; mobilization; as-built drawings; fuel, watchmen, flagmen, and site security; scheduling; small tools; drawings and printing expenses and mailing costs.

The City 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 bid price.

### **Preparation and Submission of Bid**

The Bid Form is included with the Bidding Documents; additional copies may be obtained on the City of Delta website at <http://cityofdelta.net/rfp.html>

NOTE (If applicable): The Bid Tabulation spreadsheet is offered for your convenience only. The contractor is responsible for use and confirmation of any formulae or calculations therein. The submittal may be in PDF format. All tracking of project progress will be through that spreadsheet.

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.

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. All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda, if applicable.

The address and telephone number for communications regarding the Bid must be shown.

### **Modification of Withdrawal of Legitimate Offers**

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.

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

No bids may be withdrawn after the opening of bids, without consent of the 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.

### **Evaluation of Offers and Criteria**

City 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, City reserves the right to reject the Bid of any Bidder if City 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 City. 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.

In evaluating Bids, City 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.

City will 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. The statement shall include equipment and manpower available for utilization on the project. City 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.

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

### **Award of Contract**

When the City 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 the Owner with the required Bonds. The City shall deliver one fully signed counterpart to the Contractor after approval by City Council at the next regularly scheduled meeting.

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

If the contract is to be awarded, City will give the successful Bidder a Notice of Award within thirty days after the day of the Bid Opening.

When the City 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, Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to the City with the required Bonds. City shall deliver one fully signed counterpart to the Contractor after approval by City Council at the next regularly scheduled meeting.

## **Local Contractor Preference**

Whenever competitive bidding is required by law for any contract involving materials, services and/or labor furnished to the City for which appropriation or expenditure may be reasonably expected not to exceed five hundred thousand dollars (\$500,000) in the aggregate for any fiscal year, preference shall be given to each qualified local business in the manner more particularly described in this Section.

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, maintains a principal place of business located within the City for primary preference, or within Delta County for secondary preference. Businesses which maintain satellite offices within the City shall not be considered local for purposes of this definition.

Notwithstanding other provisions of this Chapter, 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 shall provide the following percentage preferences for local goods and services provided by local vendors when quality, delivery time and services are judged by the Purchasing Agent to be essentially equal: five percent (5%) primary preference for goods/services in the City and two point five percent (2.5%) secondary preference for goods/services in Delta County.

Each otherwise eligible contract bidder must sufficiently demonstrate ownership of a qualified local business in the related bid proposal documents.

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:

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

**BID FORM**

**Carpet Replacement at Bill Heddles Recreation Center**

**Bid Submission Cut-Off-** 10:00 am on April 1st, 2024, all bids shall be submitted and stamped at the City of Delta City Hall, 360 Main Street Delta, CO 81416 or submitted electronically as described in this IFB.

**Public Bid Opening-** 10:15 am on April 1st, 2024 at the City of Delta, City Hall, 360 Main Street, Delta, CO 81416.

Name of Vendor: \_\_\_\_\_

Total Bid Amount: \$ \_\_\_\_\_

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

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

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



**CITY OF DELTA, COLORADO  
INVITATION FOR BIDS**

**Carpet Replacement at Bill Heddles Rec Center**

**Addendum #1 March 28, 2024**

CHANGES TO SPECIFICATIONS

Scope of Work for the Carpet Replacement

1. The City of Delta will be responsible for removing the old carpet, base and transitions.
2. Final prep of floors will be the responsibility of the contractor, including grinding and removing all adhesive for new carpet install.
3. Install the following carpet specs:

Carpet Tile:

Shaw Contract Tile Carpet  
Style name Array Tile, Style number 5T295  
Color name, polished stone #94557  
Collection: Simply by Nature  
Construction: multi-level pattern loop  
Fiber: Nylon  
Warranty 15 year

Vinyl Base:

4 ¼" blended vinyl, Roping Pinnacol, black in color

Transitions:

Black in color



Stair tread:

Roping commercial low profile raised circular rubber stair tread, light gray in color

4. Installation Requirements:

- Install carpet tile throughout building as discussed during bid walk-through
- Base to be 4 1/4" throughout the building, but possibility of a 6" on the right side where tile is being removed on the pony wall.
- Carpet tiles on the landing area of the staircase going up to the pool mezzanine
- 7" bull nose at the bottom and the top of the staircase near the racquetball courts
- Provide up to 3 additional boxes for future needs.

THIS ADDENDUM #1 TO THE ABOVE PROJECT.

INFORMATION CONTAINED IN ADDENDUM #1 SHALL SUPERSEDE ANY INFORMATION PRESENTED IN THE IFB AND **SHOULD BE ACKNOWLEDGED IN THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #1

**BID FORM**

**Carpet Replacement at Bill Heddles Recreation Center**

**Bid Submission Cut-Off-** 10:00 am on April 1st, 2024, all bids shall be submitted and stamped at the City of Delta City Hall, 360 Main Street Delta, CO 81416 or submitted electronically as described in this IFB.

**Public Bid Opening-** 10:15 am on April 1st, 2024 at the City of Delta, City Hall, 360 Main Street, Delta, CO 81416.

Name of Vendor: Guthrie's Floorcoverings

Total Bid Amount: \$ 38,324.78

Total Written Bid Amount: 38,324.<sup>78</sup>

Estimated Start Date: Sept 3rd 2024

SUBMITTED on: March 29th, 2024

Guthrie's Floor Coverings, LLC.

1552 Highway 50  
 Delta, CO 81416  
 Tel 970-874-0828  
 guthriesfloorcoverings@gmail.com

# Estimate

Date	Estimate #
3/28/2024	942

Name / Address
Bill Heddles Recreation Cntr. 531 N Palmer Delta Co 81416 (970)-874-0923

			Project
Description	Qty	Rate	Total
Nylon Carpet tile Shaw Array Tile 5T295 polished stone 94557	735	29.49	21,675.15T
Installation and removal of old adhesive ( make ready for install)	735	9.50	6,982.50
Rubber Stair tread and riser Light gray Raised Round	39	125.00	4,875.00T
Installation Stair tread	39	20.00	780.00
Carpet adhesive 4 gallon pails Shaw N5000	7	139.99	979.93T
cove base Rope Pinnacle Black ( includes 6 inch needed in areas)	980	1.59	1,558.20T
Install cove base	980	0.80	784.00
Transitions Black vinyl	8	35.00	280.00T
Stairnose light gray	2	55.00	110.00T
Basic Floor Preparations Leveling, Floating, (will be determined upon tear out of existing flooring)	1	300.00	300.00
Sales Tax Exempt		0.00%	0.00
<b>Total</b>			<b>\$38,324.78</b>

Phone #
970-874-0828

E-mail
guthriesfloorcoverings@gm...

**BID FORM**

**Carpet Replacement at Bill Heddles Recreation Center**

**Bid Submission Cut-Off-** 10:00 am on April 1st, 2024, all bids shall be submitted and stamped at the City of Delta City Hall, 360 Main Street Delta, CO 81416 or submitted electronically as described in this IFB.

**Public Bid Opening-** 10:15 am on April 1st, 2024 at the City of Delta, City Hall, 360 Main Street, Delta, CO 81416.

Name of Vendor: Carpetime, Inc

Total Bid Amount: \$ 38,640.00

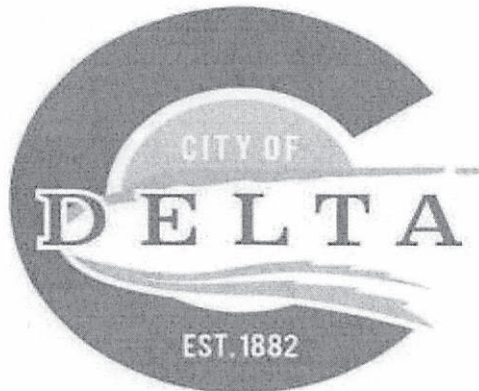
Total Written Bid Amount: Thirty-Eight Thousand Six Hundred Forty Dollars

Estimated Start Date: September 3rd, 2024

SUBMITTED on: April, 1st, 2024



CARLOS SALAZAR



**CITY OF DELTA, COLORADO  
INVITATION FOR BIDS**

**Carpet Replacement at Bill Heddles Rec Center**

**Addendum #1 March 28, 2024**

CHANGES TO SPECIFICATIONS

Scope of Work for the Carpet Replacement

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Carpet Tile:

Shaw Contract Tile Carpet  
Style name Array Tile, Style number 5T295  
Color name, polished stone #94557  
Collection: Simply by Nature  
Construction: multi-level pattern loop  
Fiber: Nylon  
Warranty 15 year

Vinyl Base:

4 1/4" blended vinyl, Roping Pinnacol, black in color

Transitions:

Black in color

Stair tread:

Roping commercial low profile raised circular rubber stair tread, light gray in color

4. Installation Requirements:

- Install carpet tile throughout building as discussed during bid walk-through
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THIS ADDENDUM #1 TO THE ABOVE PROJECT.

INFORMATION CONTAINED IN ADDENDUM #1 SHALL SUPERSEDE ANY INFORMATION PRESENTED IN THE IFB AND **SHOULD BE ACKNOWLEDGED IN THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #1

*Carlos Salazar*  
4/11/2024

**CONSTRUCTION CONTRACT**  
**Carpet Replacement at Bill Heddles Recreation Center**

THIS CONSTRUCTION CONTRACT (“Contract”) is made and entered into this 16th day of April, 2024 (“Effective Date”), by and between CITY OF DELTA, a Colorado home rule municipality (the “City”), and Guthrie’s Floor Coverings, LLC, a Colorado Flooring Contractor with an address of 1552 US Highway 50, Delta, CO 81416 (“Contractor”).

**RECITALS**

WHEREAS, the City owns certain real property known as Bill Heddles Recreation Center, Delta, Colorado (the “Property”); and

WHEREAS, pursuant to Delta Municipal Code Chapter 3.14, the City sought bids for Carpet Replacement on the Property (the “Project”);

WHEREAS, Contractor submitted a bid for the Project, and the City has accepted Contractor’s bid; and

WHEREAS, the parties desire to complete the Project in accordance with the terms set forth below.

NOW, THEREFORE, for good and valuable consideration of the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor agree as follows:

**Article 1. SCOPE OF WORK.**

1.01 **Scope of Work.** The “Scope of Work” for the Project to be completed by Contractor is the final prep and install of new carpet tile and stair treads throughout the Property. Contractor shall complete the Scope of Work in accordance with the Proposal attached hereto as Exhibit A and incorporated by reference herein.

**Article 2. CONTRACT TIMES.**

2.01 **Completion Date.** The term of this Contract shall commence on the Effective Date and shall run until payment to Contractor is made under Section 3.02 below, unless terminated earlier pursuant to the terms of the Contract. Final completion of the Scope of Work shall be achieved by September 9, 2024 (the “Completion Date”). Time is of the essence in all dates and deadlines set forth in this Contract.

**Article 3. CONTRACT PRICE.**

3.01 **Contract Price.** The City shall pay Contractor for completion of the Project as follows:



Upon completion of the Project, Contractor shall bill the City an amount not to exceed \$38,324.78 (the “Contract Price”) for completion of the Project.

- 3.02 **Payment.** Upon completion of the Project (“Final Completion”), the City shall conduct a thorough inspection of the Project for compliance with this Contract and applicable codes and regulations. Upon acceptance of the Project by the City, the City shall pay Contractor the Contract Price within 45 days.

#### **Article 4. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES.**

- 4.01 **Representations.** In order to induce the City to enter into this Contract, Contractor makes the following representations:

- A. Contractor has the knowledge and expertise necessary to perform the Scope of Work and Project for the City.
- B. Contractor is familiar with all federal, state, and local laws and regulations that may affect cost, progress, and performance of work for the Project. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation.

- 4.02 **Warranties.** Contractor guarantees and warrants to the City all work as follows:

- A. That all materials and equipment furnished under this Contract will be new and the best of its respective kind unless otherwise specified;
- B. That all work will be first-class quality and free of omissions and faulty, poor quality, imperfect or defective materials or workmanship;
- C. That where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds;
- D. That the work, including but not limited to, mechanical and electrical machines, devices and equipment shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care;
- E. That consistent with requirements of the Contract, the work shall be installed and oriented in such a manner as to facilitate unrestricted access for the operation and maintenance of fixed equipment; and
- F. That the work will be free of abnormal or unusual deterioration that occurs because of poor quality materials, workmanship, or unsuitable storage.

- 4.03 **Defective Work.** All work not conforming to guarantees and warranties specified in the Contract, including substitutions not properly approved and authorized, may be

considered defective. If required by the City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

4.04 **Survival.** The warranties set forth herein shall survive the satisfaction or termination of this Contract.

4.05 **Corrective Work.** If, within one year after the date of Final Completion of the Project, or designated portion thereof, any of the Project is found to be defective, not in accordance with the Contract, or not in accordance with the guarantees and warranties specified in the Contract, Contractor shall correct it within five working days, or replace it, after receipt of written notice from the City to do so.

A. If at any time deficiencies in the Project are discovered that are found to have resulted from latent defects, gross mistakes, fraud, or misrepresentation by Contractor or any subcontractor or supplier, Contractor will be liable for replacement or correction of such work.

B. Any materials or other portions of the Project, installed, furnished, or stored on the Property that are not of the character or quality required by the specifications, or are otherwise not acceptable to the City shall be immediately removed and replaced by Contractor to the satisfaction of the City.

#### **Article 5. TERMINATION AND LIMITATION ON DAMAGES.**

5.01 **Termination.** This Contract may be terminated by either party upon a material breach of any provision of this Contract by the other party. In the event of a material breach of any provision of this Contract, the non-breaching party shall give written notice of such breach to the breaching party. The breaching party shall have 10 days from receipt of such notice to cure its breach. If the breach is not so cured, the non-breaching party may terminate this Contract immediately upon written notice to the breaching party and may pursue any and all other remedies available at law or in equity. In the event of a termination of this Contract, the City shall pay Contractor any amounts due and owing under this Contract for work actually performed prior to such termination.

5.02 **Limitation on Damages.** The parties agree that Contractor's remedies for any claims asserted against the City shall be limited to proven direct damages in an amount not to exceed amounts due under this Contract and that the City shall not be liable for indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits.

#### **Article 6. INDEMNIFICATION AND INSURANCE.**

6.01 **Indemnification by Contractor.** Contractor agrees to indemnify, defend, and hold harmless the City from any and all claims and damages to property and injury to persons that may arise out of or during operations under this Contract, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by

Contractor, or any other employee or person employed or engaged on or about, or in connection with, the Project, except to the extent caused by the negligent acts or omissions of the City, its agents and/or employees. This indemnification obligation shall survive the satisfaction, expiration, or termination of this Agreement.

### 6.03 Insurance Requirements.

- A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance required by state law and Employer's Liability Insurance covering all of Contractor's employees acting within their course and scope of employment.
- B. Commercial General Liability Insurance. Contractor shall maintain a Commercial General Liability Insurance coverage with minimum limits of \$1,195,000 each occurrence and \$2,000,000 general aggregate, naming the City as an additional insured.
- C. Comprehensive Automobile Liability Insurance. Contractor shall maintain Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,195,000 each occurrence and \$2,000,000 general aggregate, naming the City as an additional insured.
- D. General Insurance Information. Insurance coverage shall be maintained through the expiration of the term of the Contract. The Certificate of Insurance must state that the carrier is responsible for notifying the City in writing, a minimum of 45 days in advance of any lapse in or termination of coverage. Contractor's policies are primary and non-contributory for all claims arising from Contractor's work hereunder.

### Article 7. MISCELLANEOUS.

- 7.01 **Assignment.** No assignment by a party hereto of this Contract or any of the rights and obligations hereunder or interest in the Contract shall be binding on another party without the written consent of the party sought to be bound; and, specifically without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Contract.
- 7.02 **Amendment.** This Contract shall only be amended by a writing signed by both parties.
- 7.03 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and approved assigns.

- 7.04 **Severability.** Any provision or part of the Contract held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 7.05 **Independent Contractor.** The parties expressly agree and acknowledge that Contractor is an independent contractor, and this Contract shall not be construed in any way to create any type of employee/employer relationship, master/servant relationship, partnership, or joint venture. The parties agree that Contractor is not entitled to workers' compensation benefits or unemployment benefits and is obligated to pay federal and state income tax on any moneys earned pursuant to this Contract.
- 7.06 **Governing Law; Venue.** This Contract shall be construed and interpreted according to the laws of the State of Colorado. The parties hereby consent to venue lying exclusively with the state courts located in Delta County, Colorado.
- 7.07 **Attorneys Fees.** Should either party institute legal action to enforce this Contract, including without limitation litigation or arbitration, the prevailing party shall be entitled to an award of its legal fees and costs incurred in such action.
- 7.08 **Appropriation.** By executing below, the City states that it has appropriated money equal to or in excess of the Contract Price. The Parties acknowledge and agree that no change order that requires additional compensation and causes the aggregate amount payable under this Contract to exceed the appropriated amount shall be issued unless appropriation for the costs thereof has been made. Contractor acknowledges that no City employee has the authority to bind the City with regard to any payment for any work that exceeds the amount appropriated for and payable pursuant to this Contract. No provision of this Contract shall be construed or interpreted: i) to directly or indirectly obligate the City 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 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by the City to or in aid of any person, company or corporation within the meaning of the Colorado Constitution.
- 7.09 **Immunity.** Nothing herein shall be construed as a waiver, or partial waiver, by the City of any portion of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- 7.10 **Complete Agreement.** This Contract represents the entire and complete understanding and agreement of the parties regarding the subject matter hereof and supersedes and controls over any prior agreements, bids, or understandings of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

**CITY OF DELTA,**  
a Colorado home rule municipality

\_\_\_\_\_,  
a Colorado \_\_\_\_\_

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

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

ATTEST:

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

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

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

**EXHIBIT A**  
**Scope of Work**

Final prep and install of new carpet tile and stair treads throughout the Bill Heddles Recreation Center. The local Department of Corrections crew has committed to the removal of tile and carpet. The contractor will be responsible for the final prep work of the flooring to be installed.

1. The City of Delta will be responsible for removing the old carpet, base and transitions.

2. Final prep of floors will be the responsibility of the contractor, including grinding and removing all adhesive for new carpet install.

3. Install the following carpet specs:

Carpet Tile:

Shaw Contract Tile Carpet

Style name Array Tile, Style number 5T295

Color name, polished stone #94557

Collection: Simply by Nature

Construction: multi-level pattern loop

Fiber: Nylon

Warranty 15 year

Vinyl Base:

4 ¼" blended vinyl, Roping Pinnacol, black in color

Transitions:

Black in color

Stair tread:

Roping commercial low profile raised circular rubber stair tread, light gray in color

4. Installation Requirements:

-Install carpet tile throughout building as discussed during bid walk-through

-Base to be 4 ¼" throughout the building, but possibility of a 6" on the right side where tile is being removed on the pony wall.

-Carpet tiles on the landing area of the staircase going up to the pool mezzanine

-7" bull nose at the bottom and the top of the staircase near the racquetball courts

-Provide up to 3 additional boxes for future needs.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Kevin Parks 126 E 5th Street  Delta CO 81416	<b>CONTACT NAME:</b> Kevin Parks <b>PHONE (A/C, No, Ext):</b> 970-874-5702 <b>E-MAIL ADDRESS:</b> kevin.parks.b7b5@statefarm.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> State Farm Fire and Casualty Company	25143
<b>INSURED</b>  GUTHRIE'S FLOOR COVERINGS LLC 1552 HIGHWAY 50  Delta CO 81416	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	96-EY-W735-7	06/14/2023	06/14/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N / A			PER STATUTE OTH-ER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Delta 360 Main Street  Delta CO 81416	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.
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Date: April 16, 2024 Council Meeting  
 To: City Council  
 From: Adam Suppes, Electric Department Manager  
 Cc: Elyse Casselberry, City Manager  
 Subject: Bid Award recommendation for Power Plant Window asbestos abatement.

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**Overview**

In 2020, staff had ECOS Environmental conduct asbestos testing in the power plant prior to removal of engines. There was some friable asbestos with high levels on some of the piping and those were abated that year. They also found trace amounts of asbestos within the window glazing around all the windows tested. The decision was made to wait until the engines were removed so there was room to abate the windows.

An RFP for remediation was sent out February 7<sup>th</sup> 2024 and we received 5 qualified bidders. The Bids were reviewed and scored based on experience, locality, information received and costs associated. All the bidders met the bid requirements. Orion Environmental Inc. Was the over all High score as well as the lowest bidder.

Some of the bids had alternates to remove the entire window. Those cam in around \$20,000 less to conduct the abatement. It was decided to take the original bid request to remove the panes as the cost of full replacement will be extremely expensive.

**Bids Received:**

<u>Company Name</u>	<u>Bid Amounts</u>
Orion Environmental Inc.	\$70,298.00
American Abatement	\$77,800.00
Hillen Abatement LLC.	\$89,300.00
Eco Tech Environmental Inc.	\$93,540.00
Rockies Environmental an demelotion Services	\$105,000.00

**Cost to City:** The Low bid was \$70,298. We are estimating the window re-glazing that will include some replacement pains will cost about \$24,000

**Recommendation:** Staff recommends Council move to Award the Window Abetment contract to Orion Environmental Inc. for the amount of \$70,298.00 and approve the Mayor to sign the contract .



## INVITATION FOR BIDS

### Window Asbestos Abatement at 1133 Main St, Delta

Issue Date: February 7, 2024

Agent/Contact: Adam Suppes, [adam@cityofdelta.net](mailto:adam@cityofdelta.net)

Submissions must be received by: March 22, 2024 at 3:00 pm

#### Introduction:

The City of Delta is accepting sealed bids for Window Asbestos Abatement at 1133 Main Street in Delta.

#### Administrative Instructions

Bids shall be submitted in hard copy or electronically to:

Hard Copy: 360 Main Street, Delta, CO 81416 Attn: Jolene Nelson

Electronic: [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net)

Bids will be publicly opened at 3:15 pm on March 22, 2024, in the City of Delta Conference Room located on the ground floor of City Hall. Late bids will not be accepted and it is the responsibility of the respondent to ensure that bids (including signed addenda if issued) arrive by 3:00 pm on March 22, 2024.

Complete bid packets can be downloaded from the City webpage at <https://cityofdelta.net/rfps>. Addenda will be posted to the website and it is the bidder's responsibility to download, review, sign, and include addenda with their bid.

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

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

## SCOPE OF WORK

In 2020 an Asbestos inspection was conducted and found trace amounts of asbestos containing material of .25% within the window glaze of the old Power Plant located at 1133 Main Street. The building is being sold and the conditions of the sale is to remediate known asbestos. The engines are now removed and there is space to get lift into the building to begin the remediation. The amount of windows that have glaze on them is 635 Windows with about 4000 linear feet double sided glazing.

**IFB Package** - Available February 7, 2024, online at the City of Delta RFP web page <https://cityofdelta.net/rfps>

**Mandatory Walk-Through** - There will be a Mandatory Walk-Through on February 28, 2024 at 1:00 pm at 1133 Main Street, Delta, Colorado. A sign-in sheet will be provided. All interested bidders must be present for the Walk-Through.

**Question Deadline** - March 6, 2024 at 3:00 pm. All questions regarding this IFB are to be emailed to [adam@cityofdelta.net](mailto:adam@cityofdelta.net). Any questions received after the deadline will not be addressed. Written responses to questions will be posted on the City webpage via addendum no later than March 13, 2024, at 3:00 pm.

**Bid Submission Cut-Off** - March 22, 2024, at 3:00 pm. All bids shall be submitted and stamped at Delta City Hall located at 360 Main Street, Delta, CO 81416, or electronically via email to [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net). The subject line must state "BID ENCLOSED - Window Asbestos Abatement". Do not include any bid information in the body of the email.

**Public Bid Opening** - Bids will be open publicly on March 22, 2024, at 3:15 pm in the downstairs conference room of Delta City Hall at 360 Main Street, Delta, CO 81416.

**Rejection of Bids** - The City of Delta reserves the right to reject any, all or any part of a bid.

**Late Bids** - Bids not received by the Bid Submission deadline of March 22, 2024 at 3:00 pm are late and will not be accepted.

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

### **Compliance with OSHA**

Bidder agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the City of Delta harmless for any failure to so conform.

### **Estimated Completion Date**

August 30, 2024

### **Taxes, Federal Excise Tax**

The City of Delta is tax-exempt.

# Bid FORM

**PROJECT IDENTIFICATION:** City of Delta, Window Asbestos Abatement at 1133 Main St, Delta

**Bid Submission Cut-Off-** March 22, 2024, at 3:00 pm, All bids shall be submitted and stamped at the City of Delta City Hall, 360 Main Street Delta, CO 81416

**Public Bid Opening-** March 22, 2024, 3:15 pm at the City of Delta City Hall, 360 Main Street Delta, CO 81416.

Name of Vendor: \_\_\_\_\_

Total Bid Amount: \$ \_\_\_\_\_

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

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

SUBMITTED on: \_\_\_\_\_, 2024

Mandatory Pre-Bid meeting Attendance \_\_\_\_\_

\*\*\*End Bid Form\*\*\*



**CITY OF DELTA, COLORADO  
INVITATION FOR BIDS**

**Window Asbestos Abatement**

**Addendum #1 February 8, 2024**

CHANGES TO THE REQUEST FOR QUOTE DATE AND TIME

1. No Changes

QUESTIONS RECEIVED AND ANSWERS

1. Is there an Asbestos Inspection Report?

CHANGES TO PROVIDED MATERIALS

1. Asbestos Inspection Report

THIS ADDENDUM #1 TO THE ABOVE PROJECT.

INFORMATION CONTAINED IN ADDENDUM#1 SHALL SUPERSEDE ANY  
INFORMATION PRESENTED IN THE IFB AND **SHOULD BE ACKNOWLEDGED IN  
THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #1



Environmental & Disaster Restoration, Inc.

**ECOS Environmental – Glenwood Springs**

6690 Hwy 82

Glenwood Springs, CO 81601

Office – (970) 945-4407

[info@ecosenvironmental.com](mailto:info@ecosenvironmental.com)

[www.ecosenvironmental.com](http://www.ecosenvironmental.com)

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## ASBESTOS INSPECTION REPORT

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**CLIENT:** City of Delta -Kevin Arnold

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**ADDRESS:** 1133 Main Street Delta, CO

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**EMAIL:** [kevin.deltamip@gmail.com](mailto:kevin.deltamip@gmail.com)

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**PHONE:** 1-970-874-8400

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**ECOS JOB NUMBER** G-19-0647-AT

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**PROJECT LOCATION:** Delta, CO

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**DATE OF INSPECTION:** 3/20/20

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## SUMMARY

ECOS Environmental & Disaster Restoration (ECOS) was retained to conduct a limited asbestos inspection at the above location in reference to determining if there is asbestos containing material (ACM), in the interior of the engine rooms. The inspection was performed in accordance with the Standards of Practice of the Colorado Regulation 8 Part B in effect at the time of this Inspection. This inspection is not intended to be technically exhaustive. The inspection included the window glaze, ceiling tile and engine compartment insulation, however, should any additional building materials be discovered during demolition, those materials must be sampled and analyzed prior to continuing with the work. Ten (10) samples were taken of the suspect materials, as listed in the Lab Data Table located on Page 9 of this report.

The Inspector has prepared this written asbestos Inspection Report for the sole use and benefit of the client. The asbestos inspection report shall identify, report, and make recommendations for future evaluation. Client agrees to read the entire asbestos inspection report when received and shall promptly call the inspector with questions or concerns regarding the report. The use of this report and information contained herein by others, in whole or in part, is not authorized without the written mutual consent of the client and ECOS Environmental.

## INSPECTOR QUALIFICATIONS

This inspection was performed by Daniel W Jenkins Jr., Colorado State Department of Public Health and Environment Certification Number 23812.

## SAMPLE ANALYSIS PROCEDURE

ECOS collected bulk samples of the homogenous materials in a random and representative manner, as determined by the Inspector. A minimum of one composite core samples that included all layers within the suspect material was obtained from each homogenous area. Samples of soft friable materials were obtained by removing a small portion using wetting techniques. The sampler cleaned equipment following collection of each sample to minimize cross-contamination between samples. The sampler assumed that materials in inaccessible locations were similar to those in accessible locations, in order to limit destruction during the sampling process. All samples were placed in sealed, labeled containers, and the sample descriptions and locations were recorded. Samples were delivered under a chain of custody for analysis to Aerobiology Laboratory in Denver, CO. Samples were analyzed by Polarized Light Microscopy.

Performance of this asbestos inspection is intended to reduce, but not eliminate, uncertainty regarding the presence of ACBM in connection with the above referenced property. No guarantee is expressed or implied that all ACBM was identified in the inspection. Therefore, ECOS Environmental cannot be held accountable for restrictions placed on us by the client, conditions or information that remained unknown, or areas that were inaccessible at the time of the inspection.



### TRANSMITTAL OF BUILDING

One (1) copy of the results of the building/structure asbestos survey shall be immediately transmitted by the building/structure owner as follows:

- One copy of the completed asbestos survey shall be sent by the owner or their agent to the local government entity charged with issuing a permit for such demolition, renovation, remodeling or repair work under applicable State or local laws.
- The completed asbestos survey shall be kept on the construction site with the asbestos notification and variance, if required, throughout the duration of the asbestos project and any associated demolition, renovation, remodeling or repair project.

### BUILDING/STRUCTURE ASBESTOS SURVEY INFORMATION

The asbestos survey shall, at a minimum, identify and assess with due diligence, the locations, quantities, friability and conditions of all building material types at the affected portion of the building/structure. The certified asbestos inspector is responsible for identification and assessment of all type within the affected portion of the building/structure.

All building materials visually assessed shall be assumed to be asbestos containing building material (ACBM), unless bulk sampling is conducted as per standard EPA and OSHA accepted methodologies. The subsequent analysis is performed by a laboratory that meets the requirements and the analyses satisfies both CO STATE ELAP and federal requirements, including multi-layered sample analyses, to document non-asbestos containing material.

The building/structure asbestos survey shall also include the building/structure name, address, the building/structure owner's name and address, the name and address of the owner's agent, the name of the firm performing the asbestos survey and a copy of the firm's current asbestos handling license, the names of the certified inspector(s) performing the survey and a copy of the current asbestos handling certificate for each inspector utilized, the dates of the asbestos survey, a listing of homogeneous areas identifying which ones are ACBM, all laboratory analysis reports for bulk samples collected, and copies of the appropriate certifications for the laboratory used for analysis of samples taken during the asbestos survey.

### REMOVAL REQUIREMENT

If the building/structure asbestos survey finds that the portion of the building/structure to be demolished, renovated, remodeled, or have repair work contains asbestos containing building material (ACBM), which is impacted by the work, the owner or the owner's agent shall conduct, or cause to have conducted, asbestos removal performed by a licensed asbestos abatement contractor in conformance with all standards set forth.

All ACBM impacted by the demolition, renovation, remodeling or repair project shall be removed, prior to access or disturbance by other uncertified trades or personnel. No demolition, renovation,

remodeling or repair work shall be commenced by any owner or the owner’s agent prior to the completion of the asbestos abatement in accordance with the notification requirements. For multi-phased work, the access restriction for uncertified trades or personnel applies to each intermediate portion of the entire project. Upon completion of the intermediate portion of the asbestos project, other trades, or personnel may access that portion of the work site. For demolition projects that are exempt from asbestos survey requirements due to being structurally unsound, the demolition is considered an asbestos project.

All building/structure owners and asbestos abatement contractors on a demolition, renovation, remodeling, or repair project shall inform all trades on the work site about the ACBM at the work site.

**UNIDENTIFIED AND UNASSESSED ASBESTOS**

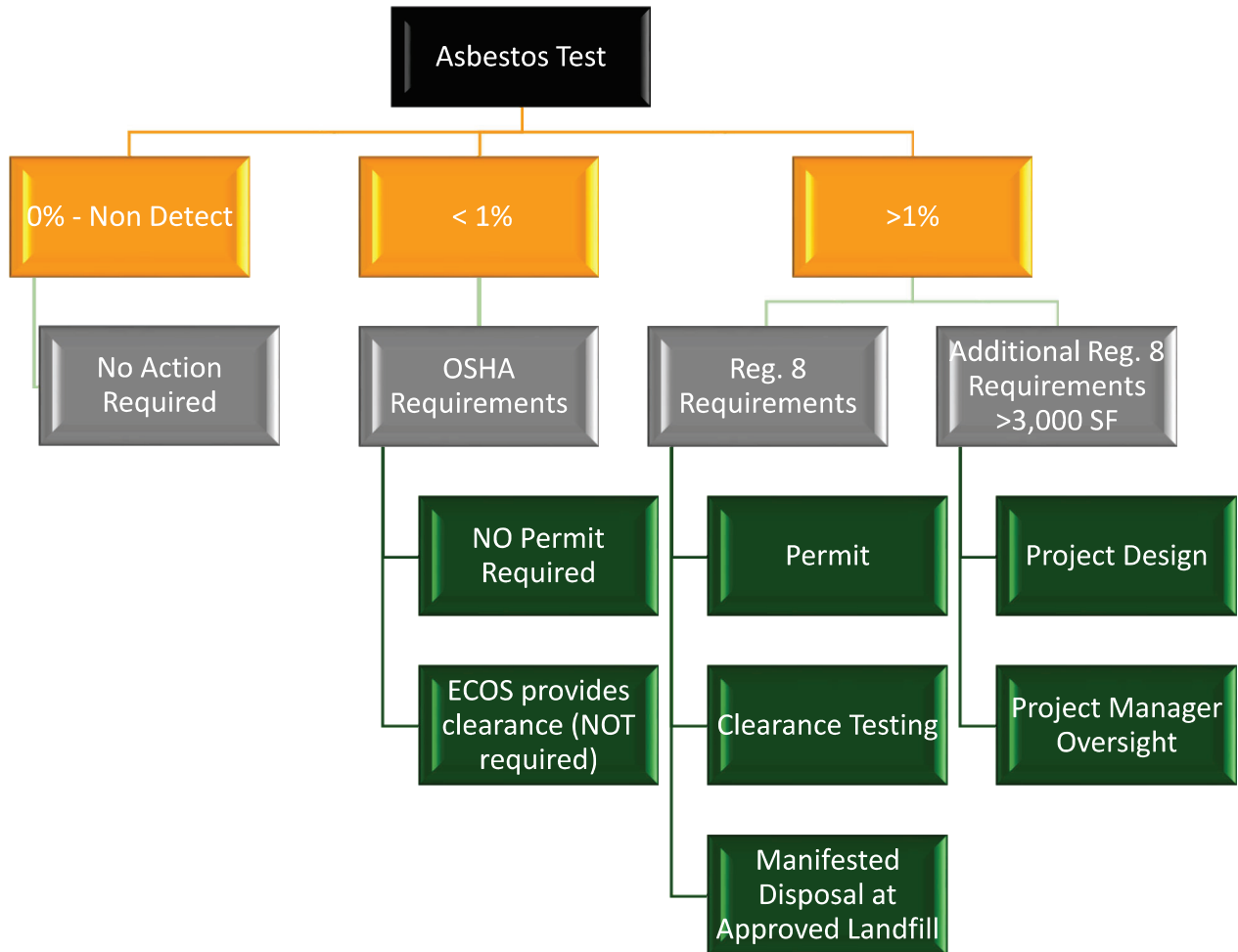
When any construction activity, such as demolition, remodeling, renovation or repair work, reveals suspect ACBM that has not been identified by the asbestos survey, or has not been identified by other inspections as per current OSHA or EPA requirements, all activities shall cease in the area where the suspect ACBM is found. Unassessed suspect miscellaneous ACBM shall be treated and handled as ACBM and assumed to be ACBM, unless proven otherwise by standard EPA and OSHA accepted methods. To document non-asbestos containing material, analysis must be performed by a laboratory that meets the requirements of the DOH; and the analysis satisfies both CO STATE ELAP and federal requirements.

**ASBESTOS PROJECTS**

An asbestos project is any work that involves the removal, encapsulation, enclosure, repair or disturbance of friable or non-friable asbestos, or any handling of asbestos material that may result in the release of asbestos fibers. For the purpose of compliance an asbestos project shall include any disturbance of asbestos fibers, and the planning, asbestos survey, design, background air sampling, inspection, air sampling and oversight of abatement work, cleanup, and the handling of all asbestos material subject to abatement, as well as the supervising of such activities. An asbestos project starts with Phase I when the planning, asbestos survey, and design work begins or is required to begin. The project shall not be considered completed until Phase II D is complete. (See Table 1 below).

Phase I (Prior to Asbestos Abatement Contractor)		Phase II Start -> Abatement -> End			
A	B	A	B	C	D
Asbestos survey, planning, and design	Background air sampling	Regulated abatement work area(s) preparation and enclosure construction	Asbestos handling including gross removal or abatement, initial cleans, and waste	Final cleaning and clearance air samples	Final waste removal from site
Start -> Asbestos Project ->Final Clearance					

**ASBESTOS RESULTS FLOW CHART**



**ASBESTOS PROJECT SIZE**

Large asbestos project: An asbestos project involving the removal, disturbance, enclosure, encapsulation, repair or handling of 160 square feet or more of ACBM, or 260 linear feet or more of ACBM.

Small asbestos project: An asbestos project involving the removal, encapsulation, enclosure, repair, disturbance or any handling of more than 10 and less than 160 square feet of ACBM or more than 25 and less than 260 linear feet of ACBM.

Minor asbestos project: An asbestos project involving the removal, disturbance, repair, encapsulation, enclosure or handling of 10 square feet or less of ACBM or 25 linear feet or less of ACBM.

Homogenous areas sampling requirement: SF= Square Footage. LF= Linear Footage

<u>HOMOGENOUS MATERIAL TYPE</u>	<u>QUANTITIES</u>	<u>MINIMUM # OF SAMPLES</u>
SURFACING MATERIAL	0 TO < 1,000 SF	3
	1,000 TO 5,000 SF	5
	>5,000 SF	7
THERMAL SYSTEM INSULATION	EACH MATERIAL	3
	PATCH < 6 SF, LF	1
MISCELLANEOUS MATERIALS	EACH MATERIAL	2

**ASBESTOS REMOVAL CATEGORIES**

**Category I Non-Friable ACBM:** *NESHAP classification* - Asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products, containing more than one percent (1%) asbestos, that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

**Category II Non-Friable ACBM:** *NESHAP classification* - Any material, excluding Category I Non-Friable ACM, containing more than one percent (1%) asbestos that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

**Class I Asbestos Work:** *OSHA term* meaning activities involving the abatement of Thermal Systems Insulation (TSI) and surfacing ACBM and PACM.

**Class II Asbestos Work:** *OSHA term* meaning activities involving the abatement of ACBM which is not TSI or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

**Class III Asbestos Work:** *OSHA term* meaning Repair and Maintenance operations, where no more than a minor quantity of ACM, including TSI and surfacing ACBM and PACM, is likely to be disturbed.

**Class IV Asbestos Work:** *OSHA term* meaning Maintenance and Custodial Activities during which employees contact but do not disturb ACBM or PACM and activities to clean up non-ACBM dust, waste and debris resulting from Class I, II and III activities.

## DEFINITIONS

**Abatement:** Procedures to control fiber release from asbestos material. This includes removal, encapsulation, enclosure, repair, and disturbance of friable asbestos or any handling of asbestos material that may result in the release of asbestos fibers.

**Amosite:** An Asbestiform mineral of the amphibole group containing approximately 50% silicon and 40% Iron (II) Oxide, and is made up of straight brittle fibers, light gray to pale brown in color.

**Amphibole:** One of the two major groups of minerals from which the Asbestiform minerals are derived, distinguished by their chain-like crystal structure and chemical composition.

**Asbestos:** A generic name given to a number of naturally occurring hydrated mineral silicates that possess a unique crystalline structure, are incombustible in air, and are separable into fibers. Asbestos includes the asbestiform varieties of chrysotile (serpentine); crocidolite (riebeckite); amosite (cummington-grunerite); anthophyllite; and actinolite.

**Asbestos Project:** Work undertaken by a contractor which at any time involves any aspect of the removal, encapsulation, enclosure or disturbance of friable asbestos, or any handling of asbestos material that may result in the release of asbestos fiber, except work in an owner-occupied single-family dwelling performed by the owner of such dwelling. An asbestos project shall include the planning, design, monitoring, inspection, and air sampling of abatement work, as well as the supervising of such activities.

**Building Owner:** The person in whom legal title to the premises is vested unless the premises are held in land trust, in which instance building owner means the person in whom beneficial title is vested.

**Electron Microscopy:** A method of asbestos sample analysis which utilizes an electron beam to differentiate between fibers.

**Emergency:** An unexpected, unanticipated or unforeseen occurrence, including but not limited to, a steam, chemical, gas or water line rupture, a boiler failure, or a building collapse, which poses (a) an imminent danger to the health and safety of the public, the response to which will constitute an asbestos project; or (b) an asbestos-related risk to the health and safety of the public from exposure to asbestos fibers.

**Friable Asbestos:** Any materials that contain asbestos and can be crumbled, pulverized, or reduced to powder by hand pressure.

**HEPA Filter Vacuum Equipment:** Vacuuming equipment with a high efficiency particulate air filtration system. This filter is capable of trapping and retaining 99.97 percent of asbestos fibers greater than 0.3 microns equivalent aerodynamic diameter.

**Homogenous:** Evenly mixed and similar in appearance and texture throughout.

**NESHAP:** National Emission Standard for Hazardous Air Pollutants

**OSHA:** Occupational Safety and Health Administration

**Operations and Management Plan (OMP):** Specific procedures and practices developed for the interim control of asbestos-containing materials in buildings until it is removed.

**Polarized Light Microscopy (PLM):** An optical microscopic technique used to distinguish between different types of asbestos fibers by their shape and unique optical properties.

**Repair:** Corrective action using required work practices to control fiber release from damaged asbestos material.

**TSI:** Thermal Systems Insulation

**ACBM:** Asbestos containing building material

**Surfacing Material** – material that is sprayed on, troweled on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.

**Thermal System Insulation** – material applied to pipes, fittings, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat loss or gain, or water condensation, or for other purposes.

**Miscellaneous Materials** – interior building material on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include surfacing material or thermal system insulation.



**HOMOGENOUS AREAS SAMPLED DURING INSPECTION**

Sample	Material	LOCATION	DETECT?	% ACBM	Friability	Condition	POT. FOR DIST.	# OF SAMPLES	APPR. SF
<b>C1</b>	Gray caulking	South wall of East big bay doors	Y	.25%	NFI	D	SD	2	300
<b>C2</b>	Gray caulking	North West wall 1 <sup>st</sup> window on South side	Y	.25%	NFI	D	SD	2	300
<b>G1</b>	Gray insulation	Furthest East Engine Plate #11	N	0%	F	G	SD	2	200
<b>G2</b>	Gray insulation	Furthest East Engine Plate #3	N	0%	F	G	SD	2	200
<b>B1</b>	White/brown ceiling tile	South East Side Ceiling against the wall	N	0%	F	D	SD	3	3,000
<b>B2</b>	White/brown ceiling tile	South East Ceiling against the wall	N	0%	F	D	SD	3	3,000
<b>B3</b>	White/brown ceiling tile	South East ceiling against the wall	N	0%	F	D	SD	3	3,000
<b>I1</b>	White/brown ceiling tile	North West ceiling against the wall	N	0%	F	D	SD	3	4,000
<b>I2</b>	Gray/brown ceiling tile	North West Ceiling against the wall	N	0%	F	D	SD	3	4,000
<b>I3</b>	Gray/brown ceiling tile	North West ceiling against the wall	N	0%	F	D	SD	3	4,000

**KEY:**
**CONDITION**

G= NO VISIBLE DAMAGE

D= VISIBLE DAMAGE &lt;10% OVER ENTIRE MATERIAL OR 25% LOCALIZED

SD= VISIBLE DAMAGE &gt;10% OVER ENTIRE MATERIAL OR 25% LOCALIZED

**FRIABLE CATEGORY**

 F= **FRIABLE MATERIAL**; MATERIALS THAT CAN CRUMBLE OR BE REDUCED TO POWDER BY HAND PRESSURE

NFI= CATEGORY I NON-FRIABLE MATERIAL; MATERIALS THAT CANNOT BE CRUMBLD OR REDUCED TO POWDER BY HAND PRESSURE THAT DO NOT INCLUDE CATEGORY I NON-FRIABLE MATERIALS.

**POTENTIAL FOR DISTURBANCE**

L= LOW POTENTIAL FOR DAMAGE

D= POTENTIAL FOR DAMAGE

SD= POTENTIAL FOR SIGNIFICANT DAMAGE



**INVENTORY**

SAMPLE	LOCATION/FUNCTIONAL SPACES INCLUDED IN HOMOGENOUS AREA	DESCRIPTION
C	INTERIOR OF ENGINE BAY ON WINDOWS	WINDOW GLAZE
G	INSIDE ENGINE BAY INSIDE THE ENGINES	INSULATION
B	INSIDE ENGINE BAYS ON SOUTH SIDE CEILING	CEILING TILE
I	INSIDE ENGINE BAYS ON NORTH SIDE CEILING	CEILING TILE

**CONCLUSION**

Visual inspection was completed of building materials in the engine bay of the building. Ten (10) samples were collected and sent to Aerobiology Laboratories in Golden, CO, for analysis using Polarized Light Microscopy (PLM). The samples C1 and C2 came back trace for asbestos.

**Samples C1 and C2 were found to contain trace amounts of asbestos in the window glazing located on all the engine bay windows.** These materials are made friable during removal and must be handled in accordance with Colorado State Regulation 8, OSHA, and the EPA. If these materials are to be disturbed they must be removed by a certified abatement contractor to protect the health of the property owner, the public, and the workers.

## LAB RESULTS



789 Simms Street  
Suite 104  
Golden, CO, 80401  
303.232.3746  
www.aerobiology.net

### Certificate of Analysis

Client Name: ECOS Environmental  
Street address: 6690 HWY 82  
City, State ZIP: Glenwood Springs, CO 81601  
Attn: Brian Guzman  
Client Project Name: G-19-0647-AB / 1133 Main St Delta, CO



Date Collected: 3/14/2020  
Date Received: 3/30/2020  
Date Analyzed: 3/30/2020  
Date Reported: 3/30/2020  
Project ID: 20012792

Test Requested: **3002, Asbestos in Bulk Samples**  
Method: EPA/600/R-93/116; Method for the Determination of Asbestos in Bulk Building Materials; EPA-600/M4-82-020; Interim Method for the Determination of Asbestos in Bulk Insulation Samples

Sample Identification		Physical Description of Sample/Layer	Homo- genous (Y/N)	Layer Percentage	Asbestos Detected	Asbestos Percentage	Non-Asbestos Fiber Percentage	Non-Fibrous Material Percentage	Matrix Material Composition
Client	Lab Sample Number								
C1	20012792-1	Gray Caulking	N	100	CHRY	Tr		100	C
C2	20012792-2	Gray Caulking	N	100	CHRY	Tr		100	C
G1	20012792-3	Gray Insulation	N	100	ND		95 MW	5	
G2	20012792-4	Gray Insulation	N	100	ND		95 MW	5	
B1	20012792-5	White/Brown Ceiling Tile	N	100	ND		98 CELL	2	
B2	20012792-6	White/Brown Ceiling Tile	N	100	ND		98 CELL	2	
B3	20012792-7	White/Brown Ceiling Tile	N	100	ND		95 CELL	5	
I1	20012792-8	White/Brown Ceiling Tile	N	100	ND		95 CELL	5	
I2	20012792-9	Gray/Brown Ceiling Tile	N	100	ND		98 CELL	2	
I3	20012792-10	Gray/Brown Ceiling Tile	N	100	ND		95 CELL	5	

*Paul F. Knappa*

Paul Knappa  
Laboratory Analyst

*Shannon Whitmore*

Shannon Whitmore  
Asbestos Lab Supervisor

AC = Actinolite    AM = Animal Hair    B = Binder    Q = Quartz  
AM = Amosite    CELL = Cellulose    C = Calcite    T = Tar  
AN = Anthophyllite    FG = Fibrous Glass    D = Diatoms    V = Vermiculite  
CHRY = Chrysotile    MW = Mineral Wool    G = Gypsum  
CR = Crocidolite    OT = Other    M = Mica  
TRM = Tremolite    SYN = Synthetic    OR = Organic  
Tr = Trace    TL = Talc    OP = Opaque  
ND = None Detected    W = Wollastonite    P = Perlite



780 Simms Street  
Suite 104  
Golden, CO, 80401  
303.232.3746  
www.aerobiology.net

**Certificate of Analysis**

<p><b>Client Name:</b> ECOS Environmental  <b>Street address:</b> 6690 HWY 82  <b>City, State ZIP:</b> Glenwood Springs, CO 81601  <b>Attn:</b> Daniel Jenkins Jr.  <b>Client Project Name:</b> G-19-0647-AB / 1133 Main St. Delta, CO</p>	 NVLAP Lab Code 200860-01	<p><b>Date Collected:</b> 3/14/2020  <b>Date Received:</b> 3/30/2020  <b>Date Analyzed:</b> 3/30/2020  <b>Date Reported:</b> 3/30/2020  <b>Project ID:</b> 20012792</p>
--	------------------------------	---

**Test Requested:** 3001, Asbestos Point Count in Bulk Samples (400/1000)  
**Method:** EPA 600 R-93/116: Method for the Determination of Asbestos in Bulk Building Materials; EPA-600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples

Sample Identification		Physical Description of Sample Layer	Asbestos Detected	Asbestos Percentage	Point Count Method (400/1000)
Client	Lab Sample Number				
C1	20012792-1	Gray Caulking	CHRY	0.25	400
C2	20012792-2	Gray Caulking	CHRY	0.25	400

Paul Knappe  
 Laboratory Analyst

Shannon Whitmore  
 Asbestos Laboratory Supervisor

AC = Actinolite  
 AM = Amosite  
 AN = Anthophyllite  
 CHRY = Chrysotile  
 CR = Crocidolite  
 TRM = Tremolite



780 Simms Street  
 Suite 104  
 Golden, CO, 80401  
 303.232.3740  
 www.aerobiology.net

**Certificate of Analysis**

Client Name: ECOS Environmental  
 Street address: 6690 HWY 82  
 City, State ZIP: Glenwood Springs, CO 81601  
 Attn: Brian Guzman  
 Client Project Name: G-19-0647-AB / 1133 Main St Delta, CO



Date Collected: 3/14/2020  
 Date Received: 3/30/2020  
 Date Analyzed: 3/30/2020  
 Date Reported: 3/30/2020  
 Project ID: 20012792

Test Requested: **3002, Asbestos in Bulk Samples**  
 Method: EPA/600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials; EPA-600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples

**General Notes**

- ND indicates no asbestos was detected; the method detection limit is 1 %.
- Trace or "< 1" indicates asbestos was identified in the sample, but the concentration is less than 1% and cannot be quantified without point counting.
- Samples identified as inhomogeneous (more than one layer) are separated into individual layers, and each layer is analyzed and reported separately.
- All regulated asbestos minerals (i.e. chrysotile, amosite, crocidolite, anthophyllite, tremolite, and actinolite) were sought in every layer of each sample, but only those asbestos minerals detected are listed. Amosite is the common name for the asbestiform variety of the minerals cummingtonite and grunerite. Crocidolite is the common name used for the asbestiform variety of the mineral riebeckite.
- Tile, vinyl, foam, plastic, and fine powder samples may contain asbestos fibers of such small diameter (< 0.25 microns in diameter) that these fibers cannot be detected by PLM. For such samples, more sensitive analytical methods (e.g. TEM, SEM, and XRD) are recommended if greater certainty about asbestos content is required. Semi-quantitative bulk TEM floor tile analysis is accepted under NESHAP regulations.
- These results are submitted pursuant to Aerobiology Laboratory Associates, Inc.'s current terms and conditions of sale, including the company's standard warranty and limitation of liability provisions. No responsibility or liability is assumed for the manner in which the results are used or interpreted.
- Unless notified in writing to return the samples covered by this report, Aerobiology Laboratory Associates, Inc. will store the samples for a minimum period of thirty (30) days before discarding. A shipping and handling charge will be assessed for the return of any samples.
- Aerobiology does not guarantee the results of tape lifts, microvac, wipe, and/or debris samples. Accurate analysis cannot be performed due to particle size, media used, and/or amount of material given. Analysis of these materials should be performed by a TEM. A result of ND does not indicate that the sample area does not contain asbestos. It means the analyst could not identify asbestos in the specific sample for the reasons listed above.

**Notes Required by NVLAP**

- This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government.
- This test report relates only to the items tested or calibrated.
- This report is not valid unless it bears the name of a NVLAP-approved signatory.
- Any reproduction of this document must include the entire document in order for the report to be valid.





LAB USE  
20012792



Page 1 of 2

Aerobiology Client		ECOS Environmental	
Field Contact	Daniel Jenkins, Jr.		Collected By/Date
Address	6690 Hwy 82 Glenwood Springs, CO 81601		3/19/20 <sup>BS</sup>
			Requisitioned By/Date
Phone	970-930-7007		5/27/20 <sup>JS</sup>
Reporting Email(s)	djenkins@ecosenvironmental.com		Collected By/Date
Routine	24 Hour	Same Day	4 Hour
SAMPLING LOCATION ZIP CODE		81416	

Sample No.	Test Code	Sample Location	Total Volume/Area
1	C1	S wall E of big bay doors	300 ft <sup>2</sup>
2	C2	NW wall 1st window on S side	300 ft <sup>2</sup>
3	G1	Furthest East engine Plate # 11	200 ft <sup>2</sup>
4	G2	Furthest East engine Plate # 3	200 ft <sup>2</sup>
5	B1	South <del>west</del> east side ceiling against wall	3,000 ft <sup>2</sup>
6	B2		↓
7	B3		↓
8	J1	NW ceiling against wall	4,000 ft <sup>2</sup>
9	J2		↓
10	J3		↓

**LAB USE ONLY**

A: *AW 3/30/20* +

V: *Daniel Jenkins Jr 3/25/20*

Q: *AW 3/30/20*

1015	Culture - WATER Legionella
1017	Culture - SWAB Legionella
1010	WATER - Potable - E. coliform coliforms
1012	SWAB - E. coliform coliforms
1028	Swiige Swiige (E. coli) Enterococcus fecal coliforms
2056	Heterotrophic Plate Count
3001	ASBESTOS - Print count
3002	ASBESTOS - PLM Analysis
3003	ASBESTOS - Particle characterization
3004	ASBESTOS - PCM Analysis

2225 West Northern Avenue, Suite 8115 Phoenix, AZ 85021 • (602) 798-6899 Fax: (602) 451-0218 • email: phoenx@ecosbiology.net

Revision 16

## LEAD RESULTS



2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

### Environmental Chemistry Analysis Report

<b>QuantEM Set ID:</b> 321534	<b>Client:</b> Aerobiology Laboratory Associates, Inc
<b>Date Received:</b> 03/31/20	780 Simms St, Suite 104
<b>Received By:</b> Christiana Young	Golden, Colorado 80401
<b>Date Sampled:</b>	
<b>Time Sampled:</b>	<b>Acct. No.:</b> BB64
<b>Analyst:</b> CR	<b>Project:</b> G-19-0647-AB
<b>Date of Report:</b> 03/31/20	<b>Location:</b> 1133 Main Street, Delta CO
<b>ARHA-LAP, LLC:</b> 101352	<b>Project No.:</b> 20012793

QuantEM ID	Client ID	Matrix	Parameter	Results	Reporting Limits	Units	Date/Time Analyzed	Method
001	L1A	Paint	Lead	0.15	0.005	%	03/31/20 15:30	P EPA 7000B (1)
002	L1B	Paint	Lead	0.063	0.005	%	03/31/20 15:30	P EPA 7000B (1)
003	L2A	Paint	Lead	0.17	0.005	%	03/31/20 15:30	P EPA 7000B (1)
004	L2B	Paint	Lead	0.13	0.005	%	03/31/20 15:30	P EPA 7000B (1)
005	L3A	Paint	Lead	0.15	0.005	%	03/31/20 15:30	P EPA 7000B (1)
006	L3B	Paint	Lead	0.72	0.005	%	03/31/20 15:30	P EPA 7000B (1)
007	L4A	Paint	Lead	0.097	0.005	%	03/31/20 15:30	P EPA 7000B (1)
008	L4B	Paint	Lead	0.067	0.005	%	03/31/20 15:30	P EPA 7000B (1)
009	L5A	Paint	Lead	0.088	0.005	%	03/31/20 15:30	P EPA 7000B (1)
010	L5B	Paint	Lead	0.069	0.005	%	03/31/20 15:30	P EPA 7000B (1)
011	L6A	Paint	Lead	1.9	0.005	%	03/31/20 15:30	P EPA 7000B (1)
012	L6B	Paint	Lead	0.062	0.005	%	03/31/20 15:30	P EPA 7000B (1)
013	L7A	Paint	Lead	0.055	0.005	%	03/31/20 15:30	P EPA 7000B (1)
014	L7B	Paint	Lead	0.051	0.005	%	03/31/20 15:30	P EPA 7000B (1)

Note: Sample results have not been corrected for blank values.

This report applies only to the standards or procedures indicated and to the specific samples tested. It is not indicative of the qualities of apparently identical or similar products or procedures, nor does it represent an ongoing reassurance program unless so noted. These reports are for the exclusive use of the client and are not to be reproduced without specific written permission. QuantEM is not responsible for user-supplied data used in calculations. Customer provided data such as volumes, areas, etc., cannot be verified by QuantEM Laboratories, LLC.

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Wipe materials must meet ASTM E1792 criteria. Method detection limits and resultant reporting limits may not be valid for non-ASTM E1792 wipe material.

EPA Method 7000B (1) = EPA 600/R-93/200 Preparation Modified. EPA 7000B Analysis Modified  
 EPA Method 7082 (2) = EPA 600/R-93/200 Preparation Modified. EPA 7082 Analysis Modified



2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

## Environmental Chemistry Analysis Report

**QuanTEM Set ID:** 321534  
**Date Received:** 03/31/20  
**Received By:** Christina Young  
**Date Sampled:**  
**Time Sampled:**  
**Analyst:** CR  
**Date of Report:** 03/31/20  
**AIHA-LAP, LLC:** 101352

**Client:** Aerobiology Laboratory Associates, Inc  
 780 Simms St, Suite 104  
 Golden, Colorado 80401

**Acct. No.:** B864  
**Project:** G-19-0647-AB  
**Location:** 1133 Main Street, Delta CO  
**Project No.:** 20012793

QuanTEM ID	Client ID	Matrix	Parameter	Results	Reporting Limits	Units	Date/Time Analyzed	Method
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**Authorized Signature:** \_\_\_\_\_  
 Cherry Rossas, Technical Manager

Note: Sample results have not been corrected for blank values.

This report applies only to the standards or procedures indicated and to the specific samples tested. It is not indicative of the qualities of apparently identical or similar products or procedures, nor does it represent an ongoing assurance program unless so noted. These reports are for the exclusive use of the client and are not to be reproduced without specific written permission. QuanTEM is not responsible for user-supplied data used in calculations. Customer provided data such as volumes, areas, etc., cannot be verified by QuanTEM Laboratories, LLC.

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Wipe materials must meet ASTM E1792 criteria. Method detection limits and resultant reporting limits may not be valid for non-ASTM E1792 wipe material.

EPA Method 7000B (1) - EPA 600/R-93/200 Preparation Modified. EPA 7000B Analysis Modified

EPA Method 7082 (2) - EPA 600/R-93/200 Preparation Modified. EPA 7082 Analysis Modified



## Supplemental Report QAQC Results

QA ID: 18417  
Test: Lead

Date: 3/31/2020  
Matrix: Paint

Lab Number: 321534  
Approved By: Cherry Roosen  
Date Approved: 3/31/2020

Notes: The RPD between sample duplicates exceeded the method or laboratory control limit.

### Blank Data:

Type of Blank	Blank Value
PCB	0
ICB	0
Matrix Blank	0

### Standards Data:

Standard	Low Limit	Obtained	High Limit
CCV	4.5	5.1	5.5
PCV	4.5	5.1	5.5
ICV	0.9	1.1	1.1
RLVS	0.05	0.09	0.15

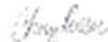
### Duplicate Data:

Sample Number	Result	Duplicate	% RPD
321535-001	0.997	1.251	22.6

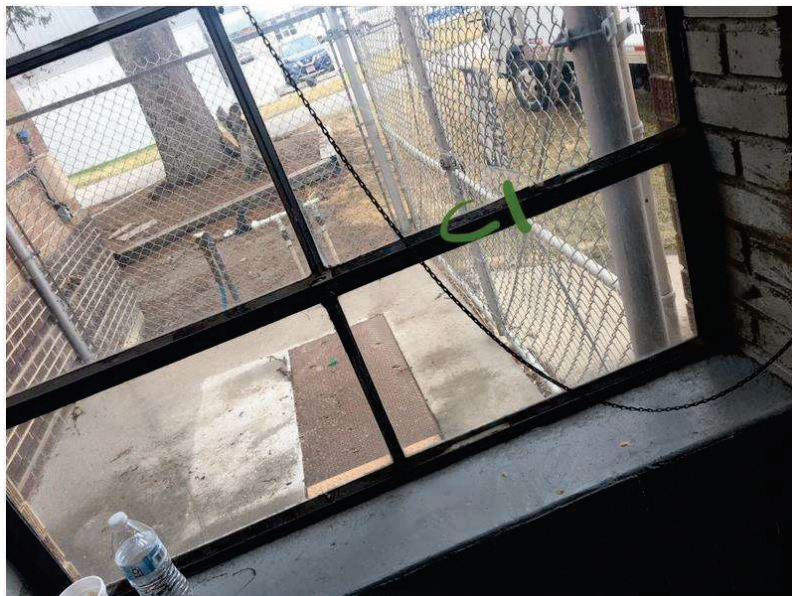
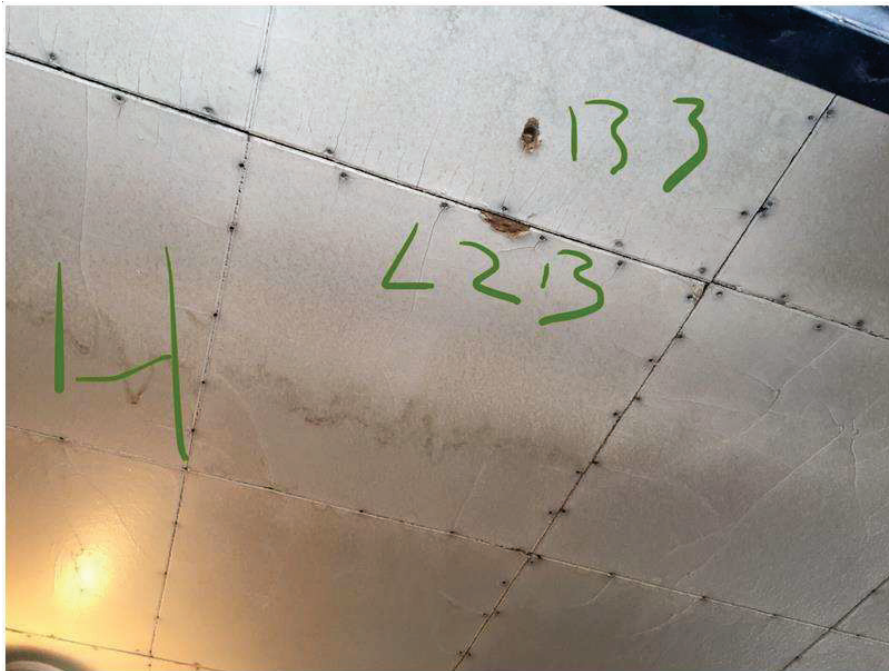
### Recovery Data:

Sample Number	Result	Spike Level	Result + Spike	% Recovery	Dup. Result + Spike	% Dup. Recovery	% Spike RPD
LCS-P1	0.003	1.992	1.887	94.7	2.030	101.9	7.3
321535-001	0.997	2.000	2.817	91.0			

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



Cherry Roosen, Technical Manager







## CERTIFICATIONS



FINAL NOTES

This report represents the opinion of the reporting asbestos inspector at the time of the asbestos assessment survey. If you have any further questions, or if additional information is needed please do not hesitate to call.

Sincerely,



Daniel W. Jenkins Jr.  
Colorado State EPA Asbestos Inspector #23812  
ECOS Environmental & Disaster Restoration, Inc.  
(970) 945-4407



**CITY OF DELTA, COLORADO  
INVITATION FOR BIDS**

**Window Asbestos Abatement**

**Addendum #2 February 16, 2024**

CHANGES TO THE REQUEST FOR QUOTE DATE AND TIME

1. No Changes

QUESTIONS RECEIVED AND ANSWERS

1. No Changes

CHANGES TO PROVIDED MATERIALS

1. Addendum to Construction Contract

THIS ADDENDUM #2 TO THE ABOVE PROJECT.

INFORMATION CONTAINED IN ADDENDUM#2 SHALL SUPERSEDE ANY  
INFORMATION PRESENTED IN THE IFB AND **SHOULD BE ACKNOWLEDGED IN  
THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #2

## **ADDENDUM TO CONSTRUCTION CONTRACT**

The scope of work for this Contract shall include all steps necessary for remediation of asbestos on the subject property and facilities. Contractor represents and warrants to the City that Contractor has the necessary skills, experience, and qualifications to remediate the asbestos and perform the scope of work as described in the Contract and that the scope of work will result in full compliance with all applicable state and federal statutes and regulations relating thereto, including but not limited to requirements of the United States Department of Labor, Occupational Safety and Health Administration (“OSHA”), the United States Department of Transportation (“DOT”), the United States Environmental Protection Agency (“EPA”) and the Colorado Department of Public Health and Environment (“CDPHE”).

If, following project completion, any State or Federal agency determines that additional remediation or other work is necessary to bring the project into compliance with applicable law and regulations, Contractor shall be responsible to promptly remedy the situation and bring Contractor’s scope of work for the project into compliance at no additional cost to the City.





**CITY OF DELTA, COLORADO  
REQUEST FOR PROPOSALS  
Window Asbestos Abatement**

**Addendum #3 March 1, 2024**

**QUESTIONS RECEIVED AND ANSWERS**

1. Who is responsible for the board up of the windows?

Answer: The City will board up the windows as necessary

2. Can we remove the entire window as a unit to not disturb the glazing?

Answer: The purchasers have requested to leave the existing windows in place to preserve the historic standing. I believe this could be negotiated. We would appreciate a bid alternative to the most cost effective way to accomplish this.

3. We were looking at the building on Google Earth, is the count of the number of windows in each individual pane 635?

Answer: The count of windows with expected glaze is 635 individual panes

4. Are you removing the windows each as a complete component? Remove, wrap, sticker, for disposal.

Answer: The intent was to leave the windows in place as the Prospective Buyers would like to retain the historic relevance due to National Historic funds. We understand the difficulty that may have so we would appreciate a bid alternative.

5. The survey states the glazing is friable but it is trace and so it would not require a permit with CDPHE. Correct?

Answer: We have reached out to our Environmental Legal Team for clarity. We have not received an answer at this time.

6. Are As-Built drawings of the building available?

Answer: There is an old Rough Set that is attached to this Addendum

7. Is power available in the building?

Answer: Yes, there is power available. We can set a moveable power distribution box anywhere in the building.

8. Is water available in the building?

Answer: There is water available.

9. Are restroom facilities available in the building?

Answer: There is one active Bathroom Facility in the building.

10. Is the City expecting clearance/ post work sampling by an AMS? If this is expected, is the City expecting this cost in the Abatement bid or does the City have AMS/Consultant on a separate contract?

Answer: We are currently getting the answers to the need for a clearance and post work sampling from our Environmental Legal Team. If this is a cost, we would not expect that in this Bid.

11. Will there be Engineer Controls for removal of the windows?

Answer: We are not anticipating the need for engineered controls as the windows are not structural in design. There are different times these windows were put in so attachment to the walls may vary.

12. What is the anticipated award and start date? Is the completion date flexible?

Answer: Submission date is March 22<sup>nd</sup>, Staff will review and present the bids for award at the next available City Council meeting. These meetings are held on the first and third Tuesdays of the month. Completion date on the RFP is flexible, however full completion will need to be done by September 30<sup>th</sup>.

13. Does the building fall under a historical site? Are there any additional regulations with that?

Answer: The building is on the local Historic Register with no regulations.

14. Is the RFP for removal of the entire window or just glass removal? (entire removal keeps from having to meet OSHA secondary containment regulations)

Answer: The intent was to leave the windows in place as the Prospective Buyers would like to retain the historic relevance due to National Historic funds. We understand the difficulty that may have so we would appreciate a bid alternative.

15. Who will be responsible for weatherproofing the windows?

Answer: The City will board up the windows as necessary

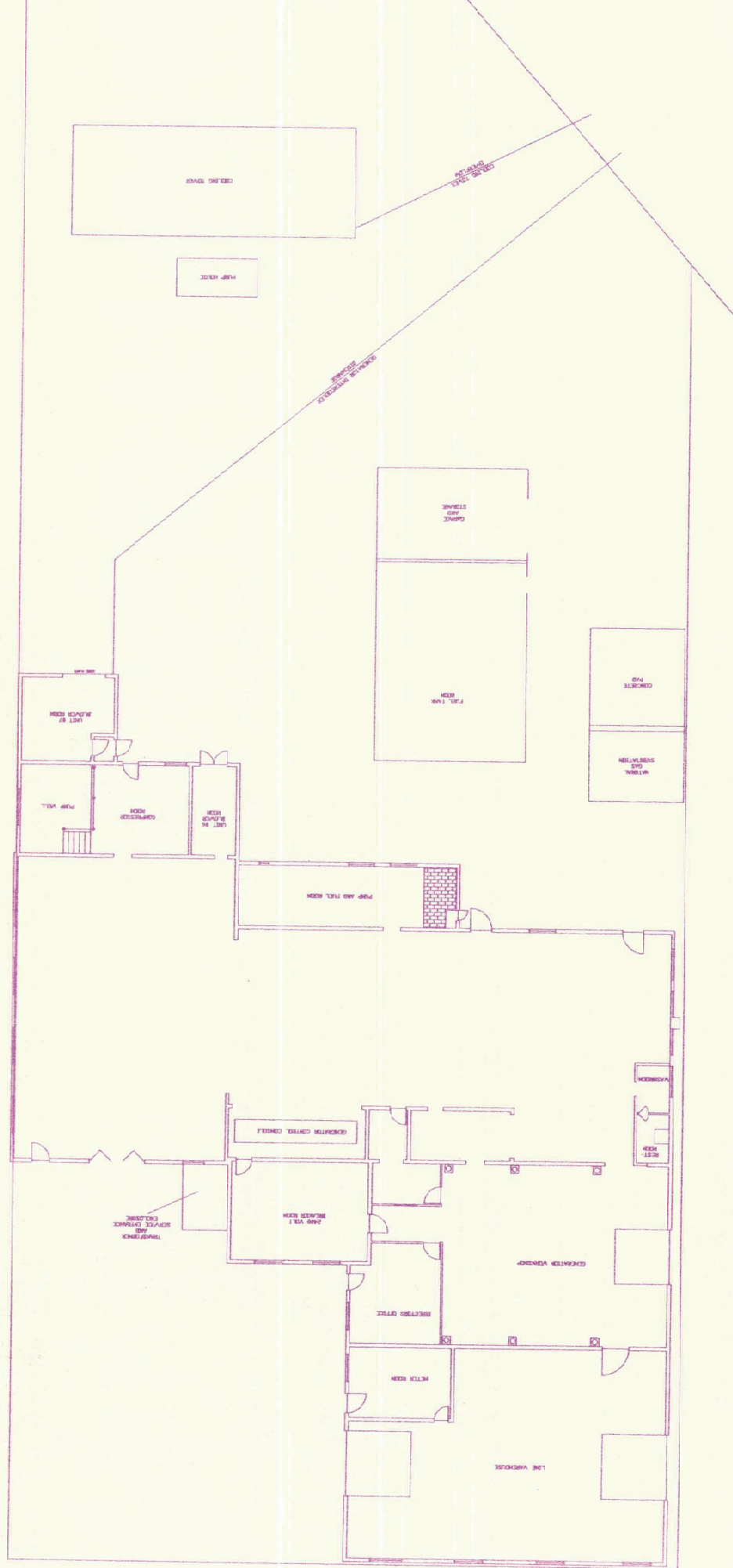
16. Will the ground be made where we can bring lifts in or do we need to make scaffolding?

Answer: The intent is to have the floors replaced. Depending on the flooring time frame we do not have a date of that completion. We would suggest planning on using lifts. In places lifts cannot be used, the City will supply scaffolding.

THIS ADDENDUM #3 TO THE ABOVE PROJECT.

INFORMATION CONTAINED IN ADDENDUM#3 SHALL SUPERSEDE ANY INFORMATION PRESENTED IN THE IFB AND **SHOULD BE ACKNOWLEDGED IN THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #3





**CITY OF DELTA, COLORADO  
REQUEST FOR PROPOSALS  
Window Asbestos Abatement**

**Addendum #4 March 7, 2024**

**QUESTIONS RECEIVED AND ANSWERS**

1. There is a caulking around the perimeter of the windows where the metal meets the brick. Is this material also trace, or is this confirmed to be non containing for asbestos?

Answer: Some of the windows do have caulking but unfortunately we did not have the foresight to test.

2. Are there any other hazardous materials inside the building that we should be concerned about or that require removal? We are referring to chemicals and other regulated building materials, to include: lights, ballasts, and mercury switches.

Answer: All hazardous Materials have been removed.

3. Since there is no regulation requiring a containment for trace materials, can it be confirmed that the selected contractor will be allowed by the City and the City's consultant to remove all trace materials without a containment?

Answer: That is our understanding, we have not heard back from our environmental team on verifying this, but it is our understanding that the trace amount will allow for no containment.

4. Will there be independent third party project management oversight throughout this project, or will the selected contractor be permitted to remove materials and obtain any required clearance after removal is completed?

Answer: We will not have a third party oversight. It will be the responsibility of the selected contractor to obtain needed clearance.

5. If a clearance is determined to be required, will the City be paying the consultant privately/directly, or is the selected contractor to include costs for clearances in our bid?

Answer: We would prefer the bid to contain an alternate if the clearance is needed to be provided by the selected contractor.

6. If containment is required, the regulations for containment construction require the use of tape, staples, mechanical fasteners and adhesives. Removal of ACM within a containment also typically requires the use of wet methods during removal, which have the potential to cause other damage within the structure. If these methods are required and incidental damage to the structure occurs, will this be permitted by the City and understood that there could be possible damage after tear down occurs?

Answer: Of course there is a risk of damage, it is unlikely there will be substantial damage as the building is brick inside and out.

7. Once the windows are removed, how quickly will the City ensure that they are boarded up, to maintain site security? This is important to know because equipment can be stored in the building. However, if the building will not be secured promptly, the selected bidder may need to plan alternate storage space.

Answer: City Staff will coordinate with the selected contractor and have the security measures and needed supplies ready the day of each removal.

8. Will the shelves/decks in front of the windows be removed prior to the abatement team's arrival so the windows are accessible?

Answer: City Staff will be sure all windows are as accessible as possible and all attachments and equipment that can be removed will be before removal.

9. Will the floors inside the building be in the same condition when abatement begins as they were during the site walk, or can the floors be cleaned in preparation for abatement by the City/designee? The work area would require pre-cleaning, so having the floors cleaned and holes/pits covered could reduce the cost of this bid.

Answer: We will diligently have the floors ready by the time of removal but we may not be able to get the concrete contractor there in time to pour floors, but all holes will be filled.

10. During the site walk, there were obviously dislodged materials on the interior and exterior of the property. Will soil abatement be required as part of this scope of work? If so, can the areas it is required and quantities to be removed be specified?

Answer: We have had the soils tested and all dislodged materials will be removed before work begins.

11. Are there any concerns about lead based paint being present within this building?

Answer: No.

12. Are there any concerns with rust being present after the removal of window glazing?

Answer: No.

13. Will any traffic control or right of way impact be managed by the City? It appears that the alley and the front sidewalk may require temporary blockage/closure during removal.

Answer: When and if traffic control is needed, the City will supply the necessary control measures.

14. Are there any limitations on work days or hours that the contractor can be made aware of when bidding?

Answer: Work will need to be conducted Monday through Friday. Generally the preferred hours are 7:30 am to 5:00 pm. Accommodation can be discussed as needed.

15. Will any owner property be stored within the building during abatement/removal? If so, can it be secured outside of and away from the work area? We would like to ensure that these items remain secured but are not considered the responsibility of the removal team.

Answer: We will clear the space needed and have room made to conduct work.



THIS ADDENDUM #4 TO THE ABOVE PROJECT.

INFORMATION CONTAINED IN ADDENDUM #4 SHALL SUPERSEDE ANY INFORMATION PRESENTED IN THE IFB AND **SHOULD BE ACKNOWLEDGED IN THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #4

# Bid FORM

**PROJECT IDENTIFICATION:** City of Delta, Window Asbestos Abatement at 1133 Main St, Delta

**Bid Submission Cut-Off-** March 22, 2024, at 3:00 pm, All bids shall be submitted and stamped at the City of Delta City Hall, 360 Main Street Delta, CO 81416

**Public Bid Opening-** March 22, 2024, 3:15 pm at the City of Delta City Hall, 360 Main Street Delta, CO 81416.

Name of Vendor: Eco Tech Environmental, Inc.

Total Bid Amount: \$ 93,540.00

Total Written Bid Amount: Ninety Three Thousand Five Hundred Forty and 00/100 cents

Estimated Start Date: April 1, 2024

SUBMITTED on: March 22, 2024

Mandatory Pre-Bid meeting Attendance John Haney

Addendums 1, 2, 3 and 4 acknowledged

\*\*\*End Bid Form\*\*\*

# Eco Tech Environmental, Inc.

6401 Broadway, Unit V  
Denver CO 80221  
303-997-5175 office  
720-708-4915 fax  
info@etechenviro.com



To whom it may concern:

Eco Tech Environmental, Inc. would like to submit our qualifications to perform the Window Asbestos Abatement at 1133 Main St in Delta Colorado.

Eco Tech Environmental, Inc. has over 38 years of knowledge and experience combined, and the owners along with staff of ETE assure that your abatement experience, as overwhelming as may seem, will run as pleasant as can be. We specialize in asbestos abatement, lead abatement and mold remediation. Our goal here at ETE is to provide quality services and value to our clients at competitive rates. As a team of excellent people, we strive to exceed our customers' expectations every day with effective communication, valued work and always following safety guidelines in the process. ETE has served clients in private and commercial industries as well as in multiple government agencies. Please visit our website at [www.etechenviro.com](http://www.etechenviro.com) for more information.

Eco Tech Environmental Inc. is a certified General Abatement Contractor (GAC No. 20452) and a certified EPA Lead-Safe Firm (NAT-F159004-1). We currently employ two Project Managers, four Colorado asbestos certified supervisors and 12 Colorado asbestos certified workers. We also hold a contract with International Asbestos Workforce to supply additional certified workers when and if necessary.

The following will serve as main contacts for our firm:

Firm's principle contact: John Haney  
303-887-4878  
john@etechenviro.com

Firms Project Manager: William Gonzalez  
720-255-8083  
william@etechenviro.com

Firms Office Manager: Brisa Tapia  
720-302-3622  
brisa@etechenviro.com

We thank you for the opportunity to provide the City of Delta with our qualifications.

Sincerely,

John Haney

# Project References

## Eco Tech Environmental, Inc.

6401 Broadway, Unit V  
Denver CO 80221  
303-997-5175 office  
720-708-4915 fax  
info@etechenviro.com



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Project Name & Location:	Tarryall Cline Ranch House 33238 US Hwy 285 Jefferson CO 80456
Contact:	Evan Lockhart Borman Preservation & Project Manager elockhart-borman@parkco.us 719-836-4237
Scope of Work Performed:	Asbestos abatement of plaster and floor tile, along with removal of 22 windows with asbestos glazing for renovation and preservation of historic site.
Total Value:	\$39,040.00
Completion Date:	07/19/22
<hr/>	
Project Name & Location:	Most Precious Blood Church 2227 S Colorado Blvd Denver CO 80222
Contact:	Mike Holligan, Facilities Manager mholligan@mpbdenver.org 720-495-3999
Scope of Work Performed:	Removal of carpeting and asbestos containing floor tile and mastic from various classrooms. Radon and mold mitigation.
Total Value:	\$45,840.00
Completion Date:	06/12/23
<hr/>	
Project Name & Location:	Oakbrook Shopping Center 311 E County Line Rd Littleton CO 80122
Contact:	Ryan Lighthall Project Manager ryan@primesqft.com 303-255-4700
Scope of Work Performed:	Removal of asbestos containing floor mastic and overlaying contaminated flooring on sales floor, approx.33,050 sf total, in preparation for new tenant.
Total Value:	\$234,800.00
Completion Date:	08/11/23



### Scope of Work

- Removal of window glazing compound at old power plant 1133 Main Street, Delta, CO. Material contains 0.25% asbestos in 635 windows, approx. 4000 lineal feet. Work is regulated by OSHA. Metal window frames to remain in place.

### Schedule

- Work to start in April 2024 and take 3-4 weeks duration to complete.

### Work Procedures

- Work will be completed in sections with containments using 6 mil clear polyethylene sheeting. Poly will first be applied to the exterior then the interior will be contained with sufficient space to perform the work.
- Each of these containments will be under negative pressure using HEPA filtered air handlers exhausted to the exterior of the building.
- Glazing will be wetted with amended water. Material will then be removed from metal window frames using hand methods. Window glass will be removed and disposed of. Metal frame will then be scrubbed of all residues.

### Equipment

- Articulated lifts to access upper windows.
- Step ladders for lower windows.
- HEPA filtered air handlers 2000 cfm.
- HEPA filtered vacuums.

### Personal protection

- Minimum ½ face HEPA filtered respirators with face shields.
- Full sleeve shirts.
- Gloves.
- Disposable Tyvek suits.
- Work boots.
- Fall protection.

### Engineering Controls

- Shower/Decontamination system for workers will be on-site and used following abatement activities.
- Wet removal activities.
- HEPA filtered negative air containments.

### Disposal

- Asbestos material will be disposed of in an approved EPA landfill.
- All other debris including windowpanes, used poly sheeting, etc. will be in a local landfill.

# Bid FORM

**PROJECT IDENTIFICATION:** City of Delta, Window Asbestos Abatement at 1133 Main St, Delta

**Bid Submission Cut-Off-** March 22, 2024, at 3:00 pm, All bids shall be submitted and stamped at the City of Delta City Hall, 360 Main Street Delta, CO 81416

**Public Bid Opening-** March 22, 2024, 3:15 pm at the City of Delta City Hall, 360 Main Street Delta, CO 81416.

Name of Vendor: Hillen Abatement LLC

Total Bid Amount: \$ Alternate #1 \$89,300 / Alternate #2 \$69,840

Total Written Bid Amount: Alternate #1 \$89,300 / Alternate #2 \$69,840

Estimated Start Date: July 2024

SUBMITTED on: March 21st, 2024

Mandatory Pre-Bid meeting Attendance Hillen was present

\*Hillen acknowlegdes all addendums 1-5

\*\*\*End Bid Form\*\*\*



Hillen Abatement  
7600 Dahlia Street  
Commerce City, CO  
80022

Structural/Interior Demo Abatement LEED Recycling Center Saw Cutting/Coring/GPR Trucking Roll-Off

Proposal#: P24025

## ***PROPOSAL / AGREEMENT***

March 21, 2024  
Jolene Nelson  
City Administrator  
City of Delta  
360 M St. Delta CO. 81416

Sent Via: [jolene@cityofdeltanet](mailto:jolene@cityofdeltanet)  
Project Name: 1133 Main St.  
Project Address: 1133 Main St.  
Delta CO. 81416

Dear: Mrs. Nelson,

On behalf of Hillen Abatement, LLC, (“Hillen”) I would like to thank you for the opportunity to provide City of Delta (“Client”) this proposal on the above referenced project at the Project Address (“Premises”). It is our desire to provide you with a quality solution for your project. As a highly qualified contractor, we feel our experience, financial fortitude and contracting capabilities enable us to deliver you a professionally completed project.

### **Scope of Work:**

Alternate #1 - Hillen will abate each window frame containing trace amounts of asbestos in the window glazing associated with the (635) window frames, per ECOS Environmental report March of 2020. Work will be performed using State of Colorado certified supervisors, and workers to perform the abatement. Wet methods and HEPA vacuuming to control air borne fibers. Material to be wetted and bagged immediately after removal. Waste to be disposed of properly with disposal waste tickets.

Cost= (\$89,300.00) Requires Sixteen (16) working days

Alternate #2 - abating each window / component removal

Remove each frame utilizing component removal will be Sixty-nine thousand eight hundred and forty dollars. Work to be performed using 6mll. Drop cloth, and HEPA vacuuming the work areas, and dispose with waste ticket.

Cost= (\$69,840.00) Requires Twelve (12) working days.

Cost: Alternate #1 (\$89,300.00) Alternate #2 (\$69,840.00)

Duration: A#1-Sixteen (16) working days A#2- Twelve (12) working days @ Ten (10) hrs/day

### **Proposal Terms:**

1. The costs for labor, material, equipment, permits, and applicable taxes are included in the specified Scope of Work.
2. Hillen shall comply with all applicable federal, state, and local laws.
3. Site conditions at the Premises must be reasonably like those at the time of inspection.
4. Hillen shall be entitled to rely on its reasonable interpretation of existing conditions of the Premises based upon Client-provided information.





**Proposal#:** P24025

5. The Cost excludes any and all delays to completion of the Scope of Work. Delays may result in an increase in Cost.
6. Air monitoring for Hillen staff per Federal, State, and local regulations is included in the Cost. Any additional air monitoring, whether required by Client or a third-party, will be an additional cost paid by the Client unless specified as an inclusion in the Scope of Work.
7. Final air clearances are not included in the Cost unless specified as an inclusion in the Scope of Work.
8. The Cost is based on Hillen's normal working hours. Any overtime required by Client will constitute an additional cost unless specified as an inclusion in the Scope of Work.
9. The Cost includes a single mobilization to the site unless specified as an inclusion in the Scope of Work.
10. Client to provide Hillen with adequate power, water, parking, and storage space at the Premises unless specified as an inclusion in the Scope of Work.
11. Utility connections must be located adjacent to the work area at the Premises and well-suited to Hillen's needs.
12. Removal & disposal of any Regulated Building Materials (RBMs) or Universal Waste is not included in the Cost. Any RBM or Universal Waste removal will be an additional cost paid for by the client unless specified as an inclusion in the Scope of Work.
13. If lead containing paint or other lead containing materials are a part of the project, Hillen will follow the EPA Renovation, Repair, & Painting (RRP) regulations. The intent of the project is not to remove lead, or leave the project lead free.
14. All waste is assumed to contain less than 5.0 ppm or greater lead content by Toxic Characteristic Leaching Procedure (TCLP). If waste TCLP exceeds the 5.0 ppm threshold, additional costs will occur unless specified as an inclusion in the Scope of Work.
15. If the property was built prior to 1978 please follow the link at the end of this line item, read the pamphlet, and return the signature page of the EPA's The Lead Safe Certified Guide to Renovate Right Pamphlet. If you prefer not to sign and return the signature page, you can acknowledge you have read and understand the EPA Renovate Right Pamphlet by signing this Proposal agreement.  
<https://www.epa.gov/sites/default/files/documents/renovaterightbrochure.pdf>
16. All non-stationary items are to be removed from the work area by Client prior to the start of the work unless otherwise noted in the Scope of Work.
17. Hillen shall not be liable for any damage to items left in the work area.
18. All HVAC systems within containment areas must be shut down and locked out by Client unless specified as an inclusion in the Scope of Work.
19. Hillen will employ reasonable efforts to minimize damage to surface and work areas, and Client agrees Hillen shall not be liable for any damage from the construction of containments required to perform the Scope of Work.
20. Client agrees that Hillen has been given permission by the Client to enter the Premises, perform the Scope of Work, use any plans or drawings of the project, and Client agrees to hold harmless and



Hillen Abatement  
7600 Dahlia Street  
Commerce City, CO  
80022

Structural/Interior Demo Abatement LEED Recycling Center Saw Cutting/Coring/GPR Trucking Roll-Off

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**Proposal#:** P24025

defend Hillen, its employees, owners, directors, officers, agents, and representatives for any and all claims, damages, costs, and expenses that result from the performance of the Scope of Work in the absence of gross neglect or willful misconduct by Hillen.

21. Client expressly authorizes Hillen to sign any required disposal forms on behalf of the Client or generator for any waste removed from the Premises.

22. The Scope of Work is specific and does not include any unforeseen conditions or contingencies at the Premises. Additional work, if required, will be priced separately.

23. This proposal may be withdrawn or modified for any reason if not accepted within sixty (60) days of the date of this proposal.

24. Payment and performance bonds are not included in this proposal unless specified as an inclusion in the Scope of Work.

25. All invoices are due upon receipt except as noted in the Terms & Conditions.

26. Any changes by the client, consulting firm, or any government agencies in work methods, regulated areas, or containment types other than those expressly described in the Scope of Work are not included in the pricing.



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Proposal#: P24025

By signing this Proposal/Agreement, Client acknowledges they have read, understand, and authorize this agreement, proposal terms, exclusions, any links therein, and the following terms and conditions in its entirety including, without limitation, the indemnity provisions set forth herein. ***No work will commence until Proposal / Agreement has been fully executed by Hillen & the Client.***

Sincerely,

---

Steve Schire  
Project Manager / Estimator  
Mobile – (720) 877-2306

Hillen Execution

Client Acceptance / Execution

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Mike Griffin Date

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

President

Hillen Abatement

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

Mobile – (303) 507-5811

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

Please provide billing address, and email if different than above:

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Proposal#: P24025

## TERMS AND CONDITIONS

### ARTICLE A

#### SCOPE OF WORK

A.1 **Project.** The Scope of Work shall be performed on the constructed improvements located at the Premises identified in this proposal/agreement. This agreement shall not apply to the performance of any work or related services by Hillen (“CONTRACTOR”) on any site other than the Premises.

A.2 **Work.** CONTRACTOR shall perform and furnish all the work, labor, services, materials, equipment, and tools, to perform stated Scope of Work, in accordance with engineering plans, architectural plans, specifications, conditions, and addenda thereto provided to CONTRACTOR by Client (“CLIENT”) or on behalf of CLIENT, as more particularly described in the exhibits and/or additional provisions attached hereto.

A.3 **Independent Contractor.** In performing their obligations under this Agreement, it is expressly agreed and understood that CONTRACTOR shall not in any way be subject to the control or direction of CLIENT. Nothing contained herein shall be construed to create an employment relationship, a principal-agent relationship, or a joint venture between CONTRACTOR and CLIENT. It is expressly understood and agreed that CLIENT is interested only in results obtained, and neither CLIENT nor CLIENT’S representatives have any authority to exercise control over the way the Scope of Work is performed, other than the right to order the work to start or stop, to inspect progress, and receive reports. Neither CLIENT nor its representatives shall have any authority to supervise CONTRACTOR’S employees, agents, or subcontractors, or to direct or control their detailed methods of performance. CONTRACTOR will bind each of its subcontractors to the terms of this Agreement to the extent such terms may be applicable to the subcontractors.

### ARTICLE B

#### PAYMENT OF FEES

B.1 **General Compensation and Fees.** CONTRACTOR’S fees and terms of payment for the work are outlined, to the extent not outlined herein, in the Scope of Work of the Proposal/Agreement. The fees outlined in the Scope of Work assume that appropriate information and assistance will be provided by CLIENT and its representatives and that the scope and complexity of the project identified in the Scope of Work will be consistent and align with prior discussions between CONTRACTOR and CLIENT.

In the event that CONTRACTOR is requested or authorized by CLIENT, or is required by government regulation, summons, subpoena or other legal process, to produce its documents or personnel as witnesses with respect to its work provided under this Agreement, CLIENT shall reimburse CONTRACTOR for its professional time and reasonable expenses, including the fees and expenses of its counsel, incurred in connection therewith.

B.2 **Total Payment Amount.** CLIENT agrees to pay CONTRACTOR the Cost amount set forth in Proposal/Agreement for completing the Scope of Work.



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**Proposal#:** P24025

**B.3 Schedule of Work.** Before any payments are made hereunder, and if so requested by CLIENT, CONTRACTOR shall submit to CLIENT an itemized schedule for the work, and payment shall be made to CONTRACTOR in proportion to such schedule less any agreed retention.

**B.4 Time of Application.** Unless provided otherwise in the Scope of Work, on or before the 20th day of each month, CONTRACTOR shall present to CLIENT an application for payment in the form required by CLIENT for the work completed to date, which application shall show the percentage and value of total work completed and the value of materials properly stored at the Premises on such date. If requested by CLIENT, the application for payment for materials stored shall be accompanied by a detailed inventory of all materials, and, if requested, suppliers' invoices.

**B.5 Payments Withheld.** CLIENT shall not be entitled to withhold payment from CONTRACTOR for work performed and for which application for payment has been made by CONTRACTOR.

**B.6 Time for Payment.** Application for payments shall be paid within thirty (30) days after receipt of CONTRACTOR'S application of payment by CLIENT except as provided in paragraph B.8. below, as applicable. CLIENT agrees that, if CLIENT fails to make the payments to CONTRACTOR as provided herein for any cause other than the fault of CONTRACTOR, then CONTRACTOR may, upon seven (7) days written notice to the CLIENT, stop work without prejudice to any other rights remedies otherwise available to CONTRACTOR.

**B.7 Final Payment.** Final payment shall be made after full completion of work covered by this Agreement and approval by requisite inspectors.

**B.8 Residential Projects – Down Payment.** If the Premises is a residential property, CLIENT shall make a down payment of fifty percent (50%) of the total Cost listed in the Scope of Work to CONTRACTOR prior to mobilization, which shall be applied toward and credited to the balance owed under the Agreement. CLIENT shall pay the remaining balance of the total Cost under the Agreement to CONTRACTOR within ten (10) days after completion of the Scope of Work. Should the work exceed twenty (20) working days or one calendar month, CONTRACTOR shall issue applications for payment for work performed each month. Payment for monthly applications for payment shall be due within ten (10) days after CLIENT'S receipt of CONTRACTOR'S application for payment. Should final payment not be received by CONTRACTOR within ten (10) days, a notice to lien the property will be issued to the CLIENT. Should final payment not be received by CONTRACTOR within thirty (30) days, CONTRACTOR may, at its sole option, pursue all rights and remedies available, including without limitation, filing a lien against the Premises.

## **ARTICLE C CONTRACTOR'S RESPONSIBILITIES**

**C.1 General Responsibilities.** CONTRACTOR agrees to supply all supervision, labor, materials, tools, taxes and insurance and other items to perform and complete the Scope of Work in a workmanlike manner with adequate workforce in compliance with all applicable regulations, customs, codes, laws and ordinances and in conformity with this Agreement.



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80022

Structural/Interior Demo Abatement LEED Recycling Center Saw Cutting/Coring/GPR Trucking Roll-Off

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**Proposal#:** P24025

**C.2 License and Taxes.** CONTRACTOR shall comply with all Federal, State and local laws, codes, regulations and ordinances effective at the time of execution of the Agreement where the work under this Agreement is to be performed.

**C.3 Compliance with Laws.** CONTRACTOR shall comply with all relevant Federal, State and local tax laws, SSA, unemployment acts, and worker compensation requirements, as applicable to the performance of the Agreement.

**C.4 Site Visitation.** CONTRACTOR shall permit CLIENT to visually inspect the Premises at any reasonable time during performance of the Scope of Work, provided that the inspection can be performed safely and does not interfere with CONTRACTOR's work. CLIENT accepts full responsibility for any injury and damages caused by such inspection. Should CLIENT observe any discrepancies between its observations and the terms of this Agreement, CLIENT shall notify CONTRACTOR of such discrepancies in writing within 24 hours after first viewing the conditions.

**C.5 Assignment of Contractor's Work.** At CONTRACTOR'S sole discretion, all or any part of the work to be performed pursuant to the terms of this Agreement may be subcontracted, assigned or transferred to other companies or individuals. However, unless otherwise released of such liability by CLIENT, CONTRACTOR will continue to be fully liable and responsible to CLIENT for the performance of the Scope of Work under this Agreement.

Should CONTRACTOR subcontract, assign, or transfer any portion of the work under this Agreement to a third party, CONTRACTOR shall require such third party to become familiar with the terms of this Agreement and shall further require that such third party assume toward CONTRACTOR all obligations and responsibilities so assigned by the CONTRACTOR which CONTRACTOR, by this Agreement, assumes toward CLIENT.

**C.6 Warranties.** CONTRACTOR warrants the workmanship of the work performed under this Agreement for a period of ninety (90) days after completion of the Scope of Work.

**C.7 Safety.** CONTRACTOR shall, at its own expense, be responsible for the safe execution of the work and for the protection of its personnel and property from dangers, hazards, injuries, or damage associated with the work or the Premises and any related transportation or storage of materials.

## **ARTICLE D CONTRACT DOCUMENTS**

**D.1 CONTRACTOR'S Decision Binding.** CLIENT shall provide CONTRACTOR with all drawings, plans, and specifications necessary to perform the Scope of Work no later than the execution of this Agreement. CONTRACTOR'S decisions regarding the construction and meaning of the drawings and/or specifications shall control.





Proposal#: P24025

**D.2 Alterations and Claims.** In the event any alteration to any of the requisite drawings, plans or specifications relied upon by CONTRACTOR becomes necessary, CLIENT shall notify CONTRACTOR of such alterations within twenty-four (24) hours. Thereafter, CONTRACTOR shall be permitted, at its discretion, to amend the Costs to complete the Scope of Work to reflect such alterations. **NO ALTERATIONS OR CHANGES SHALL BE MADE EXCEPT UNDER WRITTEN AMENDMENT TO THE AGREEMENT OR THROUGH WRITTEN CHANGE ORDER.** The amount to be paid by CLIENT as a result of such changes or alterations shall be stated in such amendment or change order. CLIENT shall bear the cost of any delays and duplicate work encountered as a result of the above-referenced changes, if any.

## ARTICLE E PROGRESS SCHEDULE

**E.1 Time is of the essence.** Unless a specific commencement date or schedule is provided in the Scope of Work, CONTRACTOR shall proceed with the work as soon as CONTRACTOR has received all requisite legal approvals (*e.g.*, permits) and shall perform such work so as not to cause unreasonable delay or interference with any other construction efforts on the Premises. Instruction by CLIENT to CONTRACTOR to commence the Scope of Work shall constitute CLIENT's agreement to this Agreement, including all of the incorporated Terms & Conditions, regardless of whether CLIENT signs this Agreement.

**E.2 Coordinate Work.** CONTRACTOR shall coordinate its work with others performing work on the Premises whenever practicable.

**E.3 Delay not caused by CONTRACTOR.** CONTRACTOR shall not be liable to CLIENT for any delay in the performance of the work resulting from the act, negligence, or fault of any person or entity other than CONTRACTOR or by reason of any (i) casualty, (ii) strikes or other combined action of the workmen of others, or (iii) on account of any acts of God or any cause beyond CONTRACTOR'S control.

**E.4 CONTRACTOR'S Delay.** Should CONTRACTOR anticipate or come to be aware of any delay in its performance of the work, CONTRACTOR shall notify CLIENT of such delays in writing and shall make reasonable efforts to minimize such delays as are within CONTRACTOR'S control.

## ARTICLE F INDEMNITY, INSURANCE AND WAIVER OF SUBROGATION

**F.1 Indemnity.** Except as otherwise provided in this Agreement, CONTRACTOR shall protect, indemnify, defend, and hold harmless, CLIENT and its employees, officers, agents, directors, and representatives from and against all claims demands, expenses (including attorneys' fees), liens, damages, judgments, causes of action and liability of any kind (collectively "Claims") arising in any manner, directly or indirectly, out of or in connection with (i) any of the work required to be performed or actually performed by CONTRACTOR pursuant to this Agreement (ii) any breach of or failure by CONTRACTOR to comply with any of the provisions of this Agreement, or (iii) any injury to or death of CONTRACTOR, or any of its employees, agents, or representatives, except to the extent caused by misconduct, negligence or gross negligence of any person or entity other than CONTRACTOR.





**Proposal#:** P24025

Except as provided herein, CLIENT shall protect, indemnify, defend and hold harmless CONTRACTOR AND its employees, officers, agents, directors, partners, successors, assigns and representatives from and against all claims arising in any manner, directly or indirectly, out of or in connection with (i) any of the actions or inactions of any entity or person other than CONTRACTOR, hired by CLIENT to perform any services on the Premises, (ii) any breach of or failure by CLIENT to comply with any of the provisions of this Agreement, or (iii) any injury to or death of CONTRACTOR, or any of its employees, agents or representatives caused as a result of the actions or inactions of CLIENT or any person or entity hired by CLIENT to perform services on the Premises.

**F.2 Contractor's Insurance.** Before commencing the work, CONTRACTOR shall purchase and maintain insurance that will protect it from claims arising out of its operations under this Agreement, whether the operations are by CONTRACTOR or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. CLIENT is responsible for adequately insuring the Premises.

**F.3 Minimum Limits of Liability.** CONTRACTOR shall maintain insurance with limits of liability equal to or greater than the limits of liability as follows:

**1. Workers Compensation**

A. Statutory Workers Compensation Benefits

B. Employer Liability:

- i. Bodily Injury by Accident - \$1,000,000 Each Accident
- ii. Bodily Injury by Disease - \$1,000,000 Policy Limit
- iii. Bodily Injury by Disease - \$1,000,000 Each Employee

**2. Commercial General Liability**

A. \$2,000,000 Combined Single Limit of Bodily Injury Liability and Property Damage Liability per Occurrence

B. \$3,000,000 General Aggregate Limit

C. \$3,000,000 Products & Completed Operations Aggregate Limit

D. \$2,000,000 Personal and Advertising Injury Limit Products and Completed Operations Coverage must be maintained for not less than two years after final payment.

E. \$2,000,000 Pollution Liability



Proposal#: P24025

### 3. Business Auto Liability

A. \$1,000,000 Combined Single Limit of Bodily Injury Liability and Property Damage Liability

F.4 **Number of Policies.** Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

F.5 **Additional Insured.** CONTRACTOR shall endorse all policies identified above, (apart from Workers' Compensation), to name CLIENT as additional insured. On the Commercial General Liability Policy, CLIENT shall be given Additional Insured status for both the ongoing operations of CONTRACTOR and the completed operations of CONTRACTOR. The coverage provided to CLIENT as an additional insured shall be written on a primary basis.

F.6 **Acceptable Insurance.** CONTRACTOR shall maintain in effect all insurance coverage under this Agreement at CONTRACTOR'S sole expense and which have an A.M. Best Company rating of A-VII or better.

F.7 **Notice of Cancellation or Non-Renewal.** CONTRACTOR shall provide at least thirty (30) days prior written notice to Client before the insurance coverages listed herein are cancelled or non-renewed.

F.8 **Certificates of Insurance.** Certificates of Insurance showing required coverage will be supplied upon request.

F.9 **Builders Risk Insurance.** CLIENT will inform CONTRACTOR if builder's risk insurance has been purchased for the Premises and will provide CONTRACTOR a copy upon request.

F.10 **Waiver of Subrogation.** CONTRACTOR and CLIENT waive all rights against each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Agreement. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

## ARTICLE G MISCELLANEOUS PROVISIONS

G.1 **Waiver/Preservation of Rights.** Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power, or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude or constitute a waiver of any other or further exercise of the same or of any other right, remedy, power, or privilege with respect to any occurrence.



**Proposal#:** P24025

**G.2 Paragraph and Other Headings.** Paragraph and other headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**G.3 Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this agreement shall be constructed as if such invalid, illegal or unenforceable provisions did not exist to affect the reasonable expectations of the parties.

**G.4 Colorado Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Colorado without regard to its conflicts-of-laws principles, and any conflict arising out of, or related to, this Agreement shall be filed and maintained in a court of competent jurisdiction located in the City and County of Denver, Colorado.

**G.5 Parties in Interest.** This Agreement shall be binding on, inure to the benefits of, and be enforceable by the parties hereto, and their respective heirs, executors, administrators, legal representatives, successors, and assigns, except as otherwise expressly provided herein.

**G.6 Counterparts.** This Agreement and all copies of this Agreement insofar as they relate to the rights, duties, and remedies of the parties, shall be deemed to be one agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**G.7 Entire Agreement.** This Agreement, including any exhibits and schedules hereto and other documents referred to herein, embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained in this Agreement and supersede all prior agreements and understandings between the parties with respect to such subject matter. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth or referred to in this Agreement.

**G.8 Fees and Expenses.** Except as otherwise provided herein, each of the parties to this Agreement will pay its own fees and expenses (including attorneys and accountant's fees, legal costs, and expenses) incurred in connection with negotiation, preparation, and execution of this Agreement and the other documents executed in connection herewith and the consummation of the transactions contemplated by this Agreement.

**G.9 Attorney's Fees.** CLIENT and, if applicable, its surety, jointly and severally agree to pay CONTRACTOR all reasonable costs, charges, expenses, and attorney's fees expended or incurred by CONTRACTOR to (i) enforce any of the provision of this Agreement, (ii) protect its interest in any matter arising under this Agreement, (iii) collect damages for breach of this Agreement, and (iv) to prosecute or defend any suit resulting from this Agreement, including, without limitation, in connection with any appeals.

**G.10 Gender, Ethnicity, etc.** This Agreement contains all agreements and obligations of the parties hereto as of the date of execution hereof; no prior discussions, bids, correspondence, or other communication shall in any way alter this Agreement; and all parties have read and understand this agreement in its entirety.



Hillen Abatement  
7600 Dahlia Street  
Commerce City, CO  
80022

Structural/Interior Demo Abatement LEED Recycling Center Saw Cutting/Coring/GPR Trucking Roll-Off

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**Proposal#:** P24025

**G.11 Notices.** All written notices between the parties may be delivered in person or first-class mail or via email. Such notice shall be effective at midnight of the day during which notice is delivered, mailed, or electronically mailed

**G.12 Payments.** Payment of all monies due from CLIENT to CONTRACTOR shall be due and payable in Denver, Colorado. Any other obligation of either party shall be specifically performable in Denver, Colorado, unless any such other obligation hereunder is made specifically performable in some other county by the specific terms and conditions of this Agreement.

**G.13 Disputes.** If a dispute arises from or relates to transactions between the parties, the parties shall endeavor to settle the dispute first through direct discussions and negotiations between a designated representative of CLIENT and CONTRACTOR. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation. If a dispute has not been resolved within 90 days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by litigation in the State Courts serving the City and County of Denver, Colorado or such other locations as agreed upon by the parties. Nothing herein shall prohibit, limit, or delay CONTRACTOR's right to assert, file, and take all other appropriate actions to preserve its legal rights, including without limitation, the right to file a mechanic's lien against the Premises.

# Bid FORM

**PROJECT IDENTIFICATION:** City of Delta, Window Asbestos Abatement at 1133 Main St, Delta

**Bid Submission Cut-Off-** March 22, 2024, at 3:00 pm, All bids shall be submitted and stamped at the City of Delta City Hall, 360 Main Street Delta, CO 81416

**Public Bid Opening-** March 22, 2024, 3:15 pm at the City of Delta City Hall, 360 Main Street Delta, CO 81416.

Name of Vendor: Orion Environmental, Inc.

Total Bid Amount: \$ \$70,298.00

Total Written Bid Amount: Seventy thousand two ninety eight and 00/100

Estimated Start Date: 4-15-24

SUBMITTED on: March 21, 2024

Mandatory Pre-Bid meeting Attendance Yes

We have received and acknowledge addendums 1 thru 4.

\*\*\*End Bid Form\*\*\*





# ORION

ENVIRONMENTAL INC.

— EST. 2002 —

## 2024

### STATEMENT OF QUALIFICATIONS

**ORION**  
ENVIRONMENTAL INC.  
Demolition For A Healthy Future  
Need help with your project?  
(303) 993-2750  
www.orionsvcs.com

NON-DSTRUCTIVE EXCAVATION  
HYDRO/AIR VAC SERVICES  
BENCHING  
UTILITY LOCATES  
REMEDIATION

**ORION**  
ENVIRONMENTAL INC.  
(303) 993-2750 | ORIONSVCS.COM



# ORION AT A GLANCE

## FOUNDED

2002

## EMPLOYEES

100+

## COMPLETED PROJECTS

1000+

## REGIONS

Rocky Mountain / Southeast / Midwest

## SERVICES

ASBESTOS  
MOLD  
LEAD-BASED PAINT  
INTERIOR DEMOLITION  
STRUCTURAL DEMOLITION  
HYDROVAC EXCAVATION  
EXPANSIVE SOIL REMEDIATION  
HAZARDOUS SOIL REMEDIATION  
PROFESSIONAL SERVICES  
CIVIL / SITEWORK  
METH REMEDIATION

## BUSINESS SIZE

DBE / MBE / SDB Certified

## EMR

.83

## VALUE OF PROJECTS IN PAST 3 YEARS

\$72,000,000.00 +

## LARGEST SINGLE PROJECT

\$4,300,000.00

## COMMITMENT TO EXCELLENCE

Orion Environmental, Inc. is an industry-leading SDB/DBE/MBE Environmental, Demolition and Professional Services firm delivering projects around the nation for more than two decades.

Our employees are well qualified to safely perform on all types of abatement, demolition on your construction projects. They are certified through the EPA, CDPHE and OSHA



# PROJECT EXPERIENCE



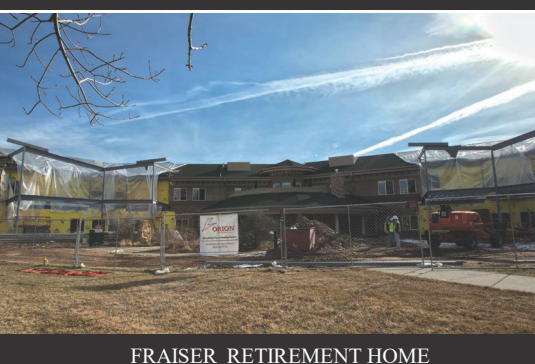
BOY SCOUTS OF AMERICA



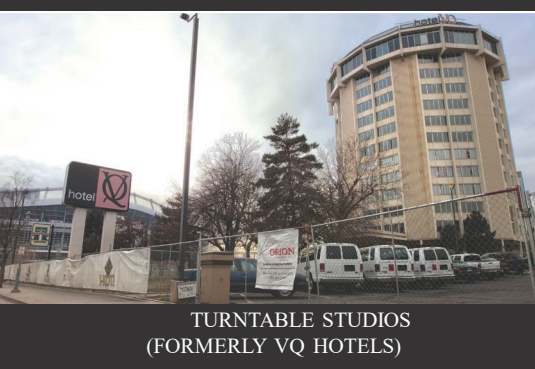
BROWN PALACE HOTEL



DENVER DOWNTOWN PARTNERSHIP



FRAISER RETIREMENT HOME



TURNTABLE STUDIOS  
(FORMERLY VQ HOTELS)

## Multiple-Award Facility Maintenance Contracts

### City and County of Denver Denver, CO

On-Call Contracting Services associated with asbestos, demolition, lead & other regulated building materials.

Contract Price \$500,000 (1+4 year)

### Denver Water Denver, CO

On-Call Contracting Services associated with asbestos, hazardous waste, biohazard cleanup, decontamination services

## Commercial Projects

### Denver Metro Village

Asbestos Abatement, Demolition  
Contract Price \$1,300,000

### Sheraton Hotel

Demolition  
Contract Price \$1,300,000

### Anthem

Asbestos Abatement, Demolition  
Contract Price \$2,627,167

### Clarion Hotel – Grand Junction

Environmental, Demolition  
Contract Price \$650,000

### Winter Park Alpine Slide

Asbestos Abatement  
Contract Price \$507,150

### Powerhouse Roof – Pueblo

Asbestos Abatement  
Contract Price \$428,000

### Greyhound Maintenance Facility

Asbestos abatement, Demolition, UST Closure  
Contract Price \$800,000

### PHA Crawford Homes

Asbestos abatement  
Contract Price \$1,700,000

### Denver Rescue Mission – The Crossing

Asbestos spill response and abatement  
Contract Price \$1,100,000

### Sloans Lake Tennis Courts

Asbestos spill response and abatement  
Contract Price \$910,000

## Industrial

### Suncor Energy

Environmental, Hydrovac, Demolition, Facilities Maintenance, General Construction

2023: \$3,200,000

2022: \$2,790,000

2021: \$1,550,000

### Katy Gas Plant

Gas Plant Decommissioning and Demolition  
Contract Price \$2,640,000

## Education

### Buena Vista School District

Asbestos Abatement, Demolition  
Contract Price \$1,300,000

### Colorado State University

Shepardson Hall Asbestos Abatement  
Contract Price \$1,200,000

### Clear Creek School District

Building 103 Asbestos Abatement  
Contract Price \$3,463,000

### Weld County District 6

Greeley West High School Asbestos Abatement  
Contract Price \$2,270,000

Heath Middle School Asbestos Abatement  
Contract Price: \$200,000

### Jefferson School District

Multiple Awards Asbestos Abatement  
2019-2024 Awards: \$1,050,000

### Denver County Public Schools

Multiple Awards Asbestos Abatement  
2019-2024 Awards: \$4,100,000

### Adams 12 Five Star Schools

Multiple Awards Asbestos Abatement  
2019-2024 Awards: \$424,100

### Thompson School District

Multiple Schools Asbestos Abatement  
2022 Awards: \$220,000

# CONTINUED



CASA LOMA ABATEMENT AND DEMO



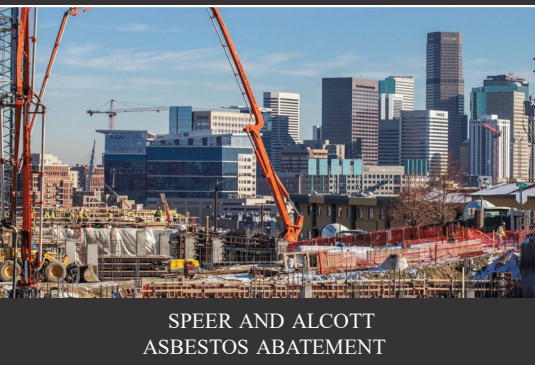
NREL MULTI PROJECT AWARD



DENVER FEDERAL CENTER  
MULTI PROJECT AWARD



BOR/GSA TURNKEY OFFICE BUILD OUT



SPEER AND ALCOTT  
ASBESTOS ABATEMENT

## Federal Projects

### Denver Federal Center

Building 25 Dam Safety Office Renovation  
Contract Price: \$350,900

Building 48  
Asbestos Abatement  
Contract Price: \$715,000

GSA Building 15  
Asbestos Abatement  
Contract Price: \$30,400

FEMA  
Asbestos Abatement  
Contract Price: \$26,300

Boiler House  
Asbestos Abatement  
Contract Price: \$74,900

Building 67  
Office Build Out  
Contract Price: \$490,850

### Air Force Academy

Mitchell Hall  
Asbestos Abatement  
Contract Price: \$3,929,000

Falcon Stadium Renovation  
Asbestos Abatement, Demolition  
Contract Price: \$544,000

Cadet Natatorium Pool  
Demolition  
Contract Price: \$148,000

### NIST Boulder

Building 1 Wing 2  
Asbestos Abatement, Demolition  
Contract Price: \$875,000

Table Mountain Facility  
Asbestos Abatement, Demolition  
Contract Price: \$66,680

### Buckley Space Force Base

Building 940  
Asbestos Abatement, Demolition  
Contract Price: \$1,040,230

Building 1606  
Asbestos Abatement, Demolition  
Contract Price: \$220,350

Chiller Replacement Project  
Contract Price: \$294,000

### Fort Carson Army Base

Cherokee Village Housing  
Asbestos Abatement  
Contract Price: \$350,900

Building 1012/1014  
Asbestos Abatement, Lead, Demolition  
Contract Price: \$116,690

Building 8000 Paint Booths  
Lead Based Paint  
Contract Price: \$72,165

### Goodfellow Federal Center

Lead Dust Remediation  
Contract Price: \$215,000

### State of Colorado

State Capitol Repair and Replace Basement  
Asbestos Spill Response and Abatement  
Contract Price: \$885,000

### National Weather Service

Del Rio Weather Station Decommissioning  
Asbestos Abatement, Demolition, Site  
Restoration  
Contract Price: \$150,000

## Professional Services

### City of Boulder Capital Projects

Manage projects ranging from  
\$250,000- \$1,700,000  
Total managed projects: \$4,800,000

### Horizons North Credit Union

Managed new build of credit union  
Managed contract of: \$5,100,000



## SERVICES & NAICS CODES

**Construction Services:** 236115, 236116, 236118, 236210, 236220, 238190, 238210, 238220, 238910, 238990, 237110, 541310, 237310, 541330

**Management Services:** 541350, 541380, 541620, 541690

**Design Services:** 561210, 561621, 561720, 561790

**Remediation Services:** 562910

**Civil/ Sitework:** 238910

## BUSINESS INFORMATION

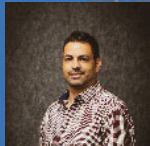
**Duns Number:** 139397843

**Cage Code:** 320J5

**Construction Bonding:** \$10,000,000.00 per Contract

**Aggregate Construction Bonding:** \$20,000,000.00

## CORPORATE



**Shawn Lopez, President**

[shawn@orionsvcs.com](mailto:shawn@orionsvcs.com)  
303.598.1909



**Moe Alarcon, Vice President**

[moejr@orionsvcs.com](mailto:moejr@orionsvcs.com)  
303.505.1890



**Shelly Sims, Controller /Accounting Manager**

[Shelly@orionsvcs.com](mailto:Shelly@orionsvcs.com)  
303.993.2750



**Desiree Rapp, HR / Payroll Manager**

[Desiree@orionsvcs.com](mailto:Desiree@orionsvcs.com)  
303.993.2750

## ROCKY MOUNTAIN REGION



**Emily Hamilton, Director of Estimating**

[Emilyh@orionsvcs.com](mailto:Emilyh@orionsvcs.com)  
720.299.3591



**Jordin Toedtli, Sr. Operations Manager**

[Jordint@orionsvcs.com](mailto:Jordint@orionsvcs.com)  
303.656.1952



**Alex Herrera, Estimator / Project Manager**

[Alexh@orionsvcs.com](mailto:Alexh@orionsvcs.com)  
720.940.8232



**Erica Benn, Operations Manager**

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231.313.7251



**Alfredo Puyol, Estimator / Project Manager**

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720.308.0270



**Irving Grajeda, Field Operations Manager**

[Irvingg@orionsvcs.com](mailto:Irvingg@orionsvcs.com)  
720.584-9532



**Kevin Rabold, Estimator/ Project Manager**

[Kevinr@orionsvcs.com](mailto:Kevinr@orionsvcs.com)  
303.356.0276



**Joe Gonzalez, Field Operations Manager**

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720-646-7480



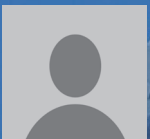
**Mike Stillwagon, Estimator/Project Manager**

[Mikes@orionsvcs.com](mailto:Mikes@orionsvcs.com)  
720-656-7849



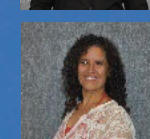
**Jennifer Hoschouer, Warehouse/ Manager**

[Jenniferh@orionsvcs.com](mailto:Jenniferh@orionsvcs.com)  
720.416.4964



**Elvira Barron, Project Coordinator**

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303.993.2750



**Noemi Soria, Accounting Specialist**

[Noemis@orionsvcs.com](mailto:Noemis@orionsvcs.com)  
303.993.2750



## SOUTHEAST REGION



**Lee Patterson, Branch Manager**  
[Leep@orionsvcs.com](mailto:Leep@orionsvcs.com)  
985.634.6379



**Brett Sheridan, Estimator/Project Manager**  
[Bretts@orionsvcs.com](mailto:Bretts@orionsvcs.com)  
251.421.0690



**Tate Moon, Operations Manager**  
[Tate@orionsvcs.com](mailto:Tate@orionsvcs.com)  
303.505.7610



**Elida Cervantes, Project Coordinator**  
[Elidac@orionsvcs.com](mailto:Elidac@orionsvcs.com)  
985.602.5750

## MIDWEST REGION



**Al Thomason, Branch Manager**  
[alt@orionsvcs.com](mailto:alt@orionsvcs.com)  
720.391.8303



**Will Fenton, Estimator/Project Manager**  
[willf@orionsvcs.com](mailto:willf@orionsvcs.com)  
618-570-1587



**Ray Wilson, Operations Manager**  
[rayw@orionsvcs.com](mailto:rayw@orionsvcs.com)  
636.409.0379



**Andrea Moulton-Pittman/ Project Coordinator**  
[Andream@orionsvcs.com](mailto:Andream@orionsvcs.com)  
618-660-9827

## ORION INDUSTRIAL SERVICES



**Jason Johanson, Sr. Operations Manager OIS**  
[Jason@orionsvcs.com](mailto:Jason@orionsvcs.com)  
720.296.7651



**Kayla Johanson, Operations Manager OIS**  
[kaylaj@orionsvcs.com](mailto:kaylaj@orionsvcs.com)  
720-459-2680

“CREATING  
A HEALTHY  
FUTURE  
FOR OUR  
CLIENTS,  
COMMUNITY,  
& THE  
FRIENDS WE  
WORK  
WITH.”



## INVITATION FOR BIDS

### Window Asbestos Abatement at 1133 Main St, Delta

Issue Date: February 7, 2024

Agent/Contact: Adam Suppes, [adam@cityofdelta.net](mailto:adam@cityofdelta.net)

Submissions must be received by: March 22, 2024 at 3:00 pm

#### Introduction:

The City of Delta is accepting sealed bids for Window Asbestos Abatement at 1133 Main Street in Delta.

#### Administrative Instructions

Bids shall be submitted in hard copy or electronically to:

Hard Copy: 360 Main Street, Delta, CO 81416 Attn: Jolene Nelson

Electronic: [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net)

Bids will be publicly opened at 3:15 pm on March 22, 2024, in the City of Delta Conference Room located on the ground floor of City Hall. Late bids will not be accepted and it is the responsibility of the respondent to ensure that bids (including signed addenda if issued) arrive by 3:00 pm on March 22, 2024.

Complete bid packets can be downloaded from the City webpage at <https://cityofdelta.net/rfps>. Addenda will be posted to the website and it is the bidder's responsibility to download, review, sign, and include addenda with their bid.

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

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

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## SCOPE OF WORK

In 2020 an Asbestos inspection was conducted and found trace amounts of asbestos containing material of .25% within the window glaze of the old Power Plant located at 1133 Main Street. The building is being sold and the conditions of the sale is to remediate known asbestos. The engines are now removed and there is space to get lift into the building to begin the remediation. The amount of windows that have glaze on them is 635 Windows with about 4000 linear feet double sided glazing.

**IFB Package** - Available February 7, 2024, online at the City of Delta RFP web page  
<https://cityofdelta.net/rfps>

**Mandatory Walk-Through** - There will be a Mandatory Walk-Through on February 28, 2024 at 1:00 pm at 1133 Main Street, Delta, Colorado. A sign-in sheet will be provided. All interested bidders must be present for the Walk-Through.

**Question Deadline** - March 6, 2024 at 3:00 pm. All questions regarding this IFB are to be emailed to [adam@cityofdelta.net](mailto:adam@cityofdelta.net). Any questions received after the deadline will not be addressed. Written responses to questions will be posted on the City webpage via addendum no later than March 13, 2024, at 3:00 pm.

**Bid Submission Cut-Off** - March 22, 2024, at 3:00 pm. All bids shall be submitted and stamped at Delta City Hall located at 360 Main Street, Delta, CO 81416, or electronically via email to [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net). The subject line must state "BID ENCLOSED - Window Asbestos Abatement". Do not include any bid information in the body of the email.

**Public Bid Opening** - Bids will be open publicly on March 22, 2024, at 3:15 pm in the downstairs conference room of Delta City Hall at 360 Main Street, Delta, CO 81416.

**Rejection of Bids** - The City of Delta reserves the right to reject any, all or any part of a bid.

**Late Bids** - Bids not received by the Bid Submission deadline of March 22, 2024 at 3:00 pm are late and will not be accepted.

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

### **Compliance with OSHA**

Bidder agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the City of Delta harmless for any failure to so conform.

### **Estimated Completion Date**

August 30, 2024

### **Taxes, Federal Excise Tax**

The City of Delta is tax-exempt.

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# Bid FORM

**PROJECT IDENTIFICATION:** City of Delta, Window Asbestos Abatement at 1133 Main St, Delta

**Bid Submission Cut-Off-** March 22, 2024, at 3:00 pm, All bids shall be submitted and stamped at the City of Delta City Hall, 360 Main Street Delta, CO 81416

**Public Bid Opening-** March 22, 2024, 3:15 pm at the City of Delta City Hall, 360 Main Street Delta, CO 81416.

**Name of Vendor:** Rockies Environmental and DEmolition Services Inc.

**Total Bid Amount:** \$ Individual Pains \$105,000.00  
Remove the entire window \$85,000.00

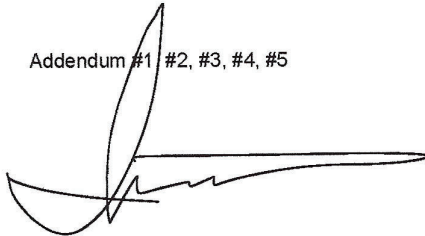
**Total Written Bid Amount:** One hundred five thousand and 00/100  
Eighty Five Thousand and 00/100

**Estimated Start Date:** As Soon As Possible

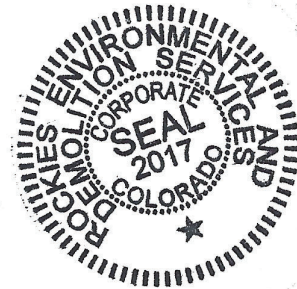
**SUBMITTED on:** 3/21/2024, 2024

**Mandatory Pre-Bid meeting Attendance** Yes we attended the Mandatory Pre-bid meeting.

Addendum #1 #2, #3, #4, #5



\*\*\*End Bid Form\*\*\*



# Rockies Environmental & Demolition Services Inc.

## Previous Project References

7270 Gilpin Way STE 240 Denver, Co 80229

(720)515-0891

www.rockiesenvironmental.com



### Services We Provide:

Asbestos Abatement	Mold Remediation
Water Mitigation	Meth Decontamination
Lead Removal	Demolition

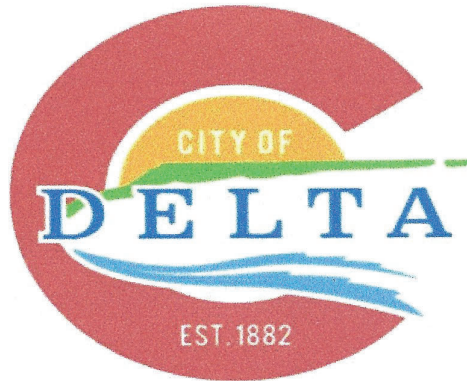
<b>Project Name:</b>	Colfax & Winona	<b>Project Description:</b>
<b>Project Address:</b>	4646 W Colfax Ave	<b>Asbestos abatement and demolition of one commercial building and one residential building with a total 28,000 SQFT of demolition.</b>
<b>Owner:</b>	FlyWheel Capital	
<b>Owner Phone:</b>	(720)402-0495	
<b>Owner Email:</b>	<a href="mailto:George.meier@flywheelcap.com">George.meier@flywheelcap.com</a>	
<b>Contract Date:</b>	5/1/23	
<b>Contract Amount:</b>	\$127,000.00	
<b>Permit Number:</b>	23DE1784A	

<b>Project Name:</b>	Lex At Lowry	<b>Project Description:</b>
<b>Project Address:</b>	240 S Monaco Pkwy Denver, CO 80220	<b>Removal &amp; disposal of 6,000 sqft of tile, mastic, and drywall removal of asbestos and hazardous waste in 16 units.</b>
<b>Owner:</b>	Chris Coviington	
<b>Owner Phone:</b>	(303) 412-9999	
<b>Owner Email:</b>	<a href="mailto:Chris@rapiddenver.com">Chris@rapiddenver.com</a>	
<b>Contract Date:</b>	11/1/22	
<b>Contract Amount:</b>	\$430,000.00	
<b>Permit Number:</b>	22DE5100A	

<b>Project Name:</b>	Wade Stultz	<b>Project Description:</b>
<b>Project Address:</b>	903 Iliff Wray, CO	<b>Textured Drywall and soil removal and disposal Asbestos abatement and hazardous waste removal.</b>
<b>Owner:</b>	Wade Stultz	
<b>Owner Phone:</b>	(970)332-0953	
<b>Owner Email:</b>	<a href="mailto:wadestults@gmail.com">wadestults@gmail.com</a>	
<b>Contract Date:</b>	10/1/23	
<b>Contract Amount:</b>	\$185,000.00	
<b>Permit Number:</b>	22PH5392A	

<b>Project Name:</b>	Ivy Crossing	<b>Project Description:</b>
<b>Project Address:</b>	2740 S Quebec St Denver, CO	<b>Entire Apartment building Asbestos abatement, drywall removal throughout the entire building. Asbestos abatement &amp; Hazardous waste removal</b>
<b>Owner:</b>	Rapid Restoration	
<b>Owner Phone:</b>	(303)412-9999	
<b>Owner Email:</b>	<a href="mailto:Chris@rapiddenver.com">Chris@rapiddenver.com</a>	
<b>Contract Date:</b>	5/1/22	
<b>Contract Amount:</b>	\$405,000.00	
<b>Permit Number:</b>	22DE6883A	





**CITY OF DELTA, COLORADO  
INVITATION FOR BIDS**

**Window Asbestos Abatement**

**Addendum #1 February 8, 2024**

**CHANGES TO THE REQUEST FOR QUOTE DATE AND TIME**

1. No Changes

**QUESTIONS RECEIVED AND ANSWERS**

1. Is there an Asbestos Inspection Report?

**CHANGES TO PROVIDED MATERIALS**

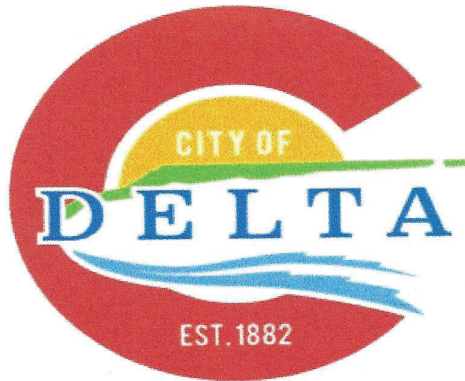
1. Asbestos Inspection Report

**THIS ADDENDUM #1 TO THE ABOVE PROJECT.**

**INFORMATION CONTAINED IN ADDENDUM#1 SHALL SUPERSEDE ANY  
INFORMATION PRESENTED IN THE IFB AND SHOULD BE ACKNOWLEDGED IN  
THE PROPOSAL SUBMITTED BY RESPONDENTS.**

**END OF ADDENDUM #1**

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**CITY OF DELTA, COLORADO  
INVITATION FOR BIDS**

**Window Asbestos Abatement**

**Addendum #2 February 16, 2024**

**CHANGES TO THE REQUEST FOR QUOTE DATE AND TIME**

1. No Changes

**QUESTIONS RECEIVED AND ANSWERS**

1. No Changes

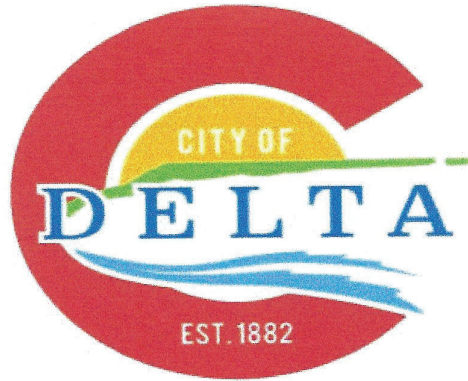
**CHANGES TO PROVIDED MATERIALS**

1. Addendum to Construction Contract

**THIS ADDENDUM #2 TO THE ABOVE PROJECT.**

**INFORMATION CONTAINED IN ADDENDUM#2 SHALL SUPERSEDE ANY  
INFORMATION PRESENTED IN THE IFB AND SHOULD BE ACKNOWLEDGED IN  
THE PROPOSAL SUBMITTED BY RESPONDENTS.**

**END OF ADDENDUM #2**



**CITY OF DELTA, COLORADO  
REQUEST FOR PROPOSALS  
Window Asbestos Abatement**

**Addendum #3 March 1, 2024**

**QUESTIONS RECEIVED AND ANSWERS**

1. Who is responsible for the board up of the windows?

Answer: The City will board up the windows as necessary

2. Can we remove the entire window as a unit to not disturb the glazing?

Answer: The purchasers have requested to leave the existing windows in place to preserve the historic standing. I believe this could be negotiated. We would appreciate a bid alternative to the most cost effective way to accomplish this.

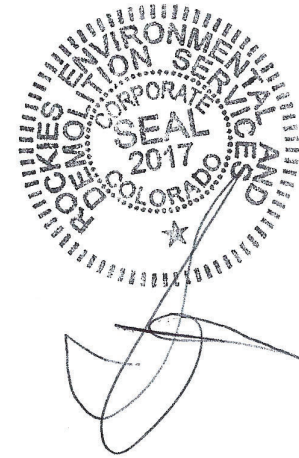
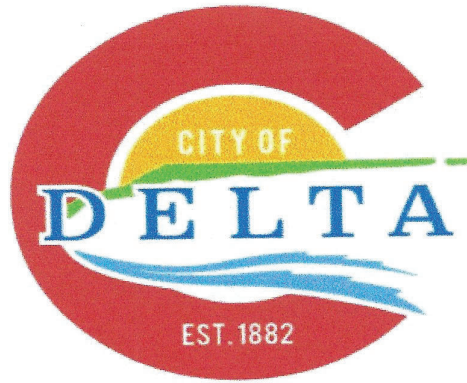
3. We were looking at the building on Google Earth, is the count of the number of windows in each individual pane 635?

Answer: The count of windows with expected glaze is 635 individual panes

4. Are you removing the windows each as a complete component? Remove, wrap, sticker, for disposal.

Answer: The intent was to leave the windows in place as the Prospective Buyers would like to retain the historic relevance due to National Historic funds. We understand the difficulty that may have so we would appreciate a bid alternative.





**CITY OF DELTA, COLORADO  
REQUEST FOR PROPOSALS  
Window Asbestos Abatement**

**Addendum #4 March 7, 2024**

**QUESTIONS RECEIVED AND ANSWERS**

1. There is a caulking around the perimeter of the windows where the metal meets the brick. Is this material also trace, or is this confirmed to be non containing for asbestos?

Answer: Some of the windows do have caulking but unfortunately we did not have the foresight to test.

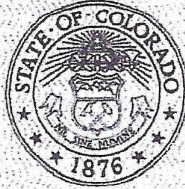
2. Are there any other hazardous materials inside the building that we should be concerned about or that require removal? We are referring to chemicals and other regulated building materials, to include: lights, ballasts, and mercury switches.

Answer: All hazardous Materials have been removed.

3. Since there is no regulation requiring a containment for trace materials, can it be confirmed that the selected contractor will be allowed by the City and the City's consultant to remove all trace materials without a containment?

Answer: That is our understanding, we have not heard back from our environmental team on verifying this, but it is our understanding that the trace amount will allow for no containment.





Colorado Department  
of Public Health  
and Environment

## General Abatement Contractor

This certifies that


**Rockies Environmental & Demolition Services, Inc.**

GAC No.: 23541

has met the certification requirements of 25-7-507, C.R.S. and Air Quality Control Commission Regulation No. 8, Part B, and is hereby authorized to perform asbestos abatement activities in the state of Colorado.

**Issued: March 04, 2024**

**Expires: March 03, 2025**

  
Authorized APCD Representative

SEAL





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LoDi Solutions LLC 5994 S Holly St Ste 3005 Greenwood Village CO 80111	<b>CONTACT NAME:</b> Michelle Lococo <b>PHONE (A/C, No, Ext):</b> (720) 282-9970 <b>E-MAIL ADDRESS:</b> info@lodi-solutions.com	<b>FAX (A/C, No):</b> (720) 294-9205
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Rockies Environmental and Demolition, Inc 7270 Gilpin Way #240 Denver CO 80229	<b>INSURER A:</b> Beazley Syndicates (dba Rivington Partners Enviro) NAIC # 37540	<b>INSURER B:</b> Preferred Consumers 10194
	<b>INSURER C:</b> Pinnacle 41190	<b>INSURER D:</b>
	<b>INSURER E:</b>	<b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** CL2353160661**REVISION NUMBER:**

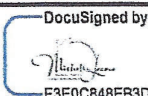
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability <input checked="" type="checkbox"/> Professional Liability (E&O) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$5,000 Deductible	Y	Y	ENC001002401	05/30/2023	05/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 Agg PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution/Profess Agg \$ 2,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y		07671755	05/30/2023	05/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	ENX001002501	05/30/2023	05/30/2024	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y N/A	N/A	Y	4210665	06/01/2023	06/01/2024	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Performance Bond			69696	12/15/2022	12/15/2022	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an additional insured for general liability as pertains to the operations of the insured. Thirty (30) days prior written notice shall be provided to the Certificate Holder in the event of any cancellation or non-renewal to the above-captioned insurance policies. Ten (10) days prior written notice in the event of non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
<b>AUTHORIZED REPRESENTATIVE</b>  <b>DocuSigned by:</b> E3E0C848E83D4E9

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# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Rockies Environmental & Demolition Services**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see Instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**7270 Gilpin Way Ste 240**

6 City, state, and ZIP code  
**Denver, CO 80229**

7 List account number(s) here (optional)

Requester's name and address (optional)  
 N/A

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

OR

Employer identification number


3	8	-	4	0	7	7	3	0	1
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person ▶     Date ▶ **5-1-2023**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



July 20, 2023

RE: Rockies Environmental & Demolition, LLC

To whom it may concern:

We are pleased to recommend Rockies Environmental & Demolition, LLC as a bidder on your project. This fine construction firm has been a client of ours for over 5 years.

Rockies Environmental & Demolition, LLC enjoys a reputation for excellence and the commitment to deliver a product precisely within the terms of contractual agreements. The firm is financially strong and technically qualified to complete any work it entertains. We have never been called upon to complete a project on behalf of this contractor, nor have we received any complaints from owners or subcontractors.

We would favorably consider providing a bond in the \$700,000 range for single projects with a \$1,000,000 aggregate work program. This would be subject to confirmation of financing, a favorable review of the contract documents and bond forms, and a favorable review of other underwriting information at the time of the request.

This letter is not an assumption of liability, nor is it a bid bond or a performance bond. It is issued only as a letter of recommendation requested from us by our client. Should you require further elaboration within the context of non-confidential information, please do not hesitate to contact us.

Best regards,

A handwritten signature in blue ink, appearing to read "Stefan E. Tauger".

Stefan E. Tauger  
Regional Vice President  
Allstar Surety Company, LLC as MGU for:  
American Southern Insurance Company



**Irwen Lopez**

Denver, Co- 720-289-7642 -irwen@rockiesenvironmental.com

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**Summary**

I currently have 15 years in the Environmental industry. 5 of which were filled with managing projects as well as supervising crews. The remainder of my time in the field was full of training, learning, and advancement in all aspects of the industry, until I introduced Rockies Environmental in 2017. I believe that I can be a great asset to any project because of my work ethics, above average intelligence, organization skills, and exceptional customer service skills. I am always up for new challenges and learning about new ideas and concepts.

**Objective**

I am looking forward to work and grow Rockies Environmental which I feel appreciates hardworking and dedicated individuals. In addition, I do not let any opportunity of advancement pass by. I have many years of large-scale project oversight, management, supervision and believe I will be of value to this company.

**Qualifications**

I am a reliable, trustworthy, and hardworking person who always strives to do my best. I am bi-lingual speaking both English and Spanish fluently. I am an organized person and extremely punctual with time. I can take on new challenges at work with only one try; making me a very quick learner. I excel at everything I put effort towards.

**Experience**

**President/Operations Manager/Project Manager**

Rockies Environmental and Demolition Services

February/2017-PRESENT

**Superintendent**

GCS, Memphis, TN

July/2015 – Sept/2016

-Supervises projects ranging in any size from 50,000 to 20,000,000 and manages as little of 5 to over 100 employees on any one project.

-Management of all onsite personnel.

-Communicate with other superintendents to understand how the project can help or impact their project.

-Conducting all work/safety meetings.

---

- Tracks hours of all onsite employees, per diem for payroll, hours of equipment used, and any down time to be back charged.
- Project scheduling.
- Scheduling trucks for the hauling of asbestos and non-asbestos waste.
- Maintain daily logs regarding project and work plans.
- Works closely with the safety department to establish and maintain safety plans.
- Comply with State and OSHA regulations.

**Superintendent**

ORION Environmental Inc., Denver, Co

*Dec/2014– July/2015*

- Management of all onsite personnel.
- Communicate with general contractor.
- Oversite superintendent.
- Abiding by regulation 8 and OSHA standards.
- Staying consistent with safety and production.
- Project scheduling.
- Conduct all work and safety meetings.
- Scheduling trucks for the hauling of asbestos and non-asbestos waste.
- Maintain daily logs regarding project and work plans.
- Works closely with the safety department to establish and maintain safety plans.

**Supervisor**

MacBestos. Denver, Co

*March/2010-Dec/2014*

- Management of all onsite personnel.
- Communicate with general contractor.
- Abiding by regulation 8 and OSHA standards.
- Staying consistent with safety and production.
- Project scheduling.
- Conduct all work and safety meetings.
- Scheduling trucks for the hauling of asbestos and non-asbestos waste.

- Maintain daily logs regarding project and work plans.
- Works closely with the safety department to establish and maintain safety plans.

**Education**

*Metropolitan State University 2012-2014*

*Hinkley High School-Diploma 2004-2008*

**Summary of  
Project  
Supervisory  
Experience**

*United States Denver Mint*

*University of Colorado at Boulder*

*Denver Public Schools*

*Aurora Public Schools*

*Adams Twelve Five Star Schools*

*Denver Federal Center*

*Tri State Power Plant*

*Mesa County Public Schools*

*Kaiser Permanente*

*Byron Rogers Courthouse, F.O.B*

*Xcel Energy, (Arapahoe, Cherokee, Pawnee, Hayden and Comanche)*

*Colorado Springs Air Force Academy*

*VQ Hotel*

*Highlands West Senior Living*

**Certifications**

EPA - Colorado Certified Asbestos Supervisor

GSA - Badge Approved Contactor

OSHA - 10 Hour Training

EPA - Colorado Lead RRP

CPR- Certified

OSHA - Lead Awareness Training

Safety Trained - Forklifts, Scissors lifts, Boom lifts

## References

Doug Tunison 307-253-5371 NCSD Project Manager  
Natrona County School District

Jason Ryerson, 719-565-7684 President for  
Ryerson Project Manager-Asbestos Abatement

Contact me with any questions and/or for any additional information.



# Levy Torrez

Asbestos Abatement Supervisor

Phone (720) 616-3076

Email levyt207@gmail.com

Address 133 Dexter pl, co 80701

## CAREER OBJECTIVE

Experienced Construction Crew Supervisor with several years of experience leading construction crews and managing complex projects. Proven ability to coordinate tasks, provide direction and delegate responsibilities to ensure successful project completion. Committed to safety and quality control to ensure cost-effective results. Hardworking and detail-oriented management professional with several years of hands-on experience overseeing construction projects from start to finish. Skilled in managing teams of up to 10 individuals and ensuring that projects are completed on time and on budget. Proven track record of successful project completion with minimal errors. Resourceful Construction Crew Supervisor with 5+ years of experience in project management. Known for the ability to manage multiple projects simultaneously and provide clear direction to construction crews. Adept at identifying potential problems and proposing effective solutions. Dedicated construction professional with experience in budget tracking, logistics management and team supervision. Highly organized and accomplished in project planning, scheduling and daily crew oversight. Experienced in providing training and guidance to ensure quality and timely project completion. Seeking to utilize excellent communication, interpersonal, and organizational skills to complete tasks. Reliable with a good work ethic and the ability to quickly adapt to new tasks and environments. Reliable worker with excellent communication, time management, and computer skills. A driven and detail-oriented individual with a desire to use analytical and problem-solving skills to meet goals.

## EXPERIENCE

### ASBESTOS ABATEMENT SUPERVISOR — Rockies Environmental and Demolition Services

denver, co, January 2021 - Present

- Coordinated the planning, scheduling, and execution of multiple complex projects simultaneously.
- Inspected work progress, equipment, and construction sites to verify safety and to ensure that specifications were met.
- Monitored weather conditions closely throughout duration of projects in order to adjust schedules accordingly.
- Assigned work to employees, based on material, and worker requirements of specific jobs.
- Assisted in resolving customer complaints by quickly identifying problems that arose during a project's execution phase.
- Conducted regular progress meetings with clients to ensure satisfaction with services and successful completion of their projects according to specifications.
- Conferred with managerial or technical personnel, other departments, or contractors to resolve problems or to coordinate activities.
- Read specifications, such as blueprints, to determine construction requirements or to plan procedures.
- Trained workers in construction methods, operation of equipment, safety procedures, or company policies.



**ASBESTOS ABATEMENT SUPERVISOR – Colorado Hazard Control**  
denver, co, January 2014 - January 2021

- Developed crew schedules, delegated tasks, monitored progress, and provided feedback as needed to ensure successful completion of projects.
- Suggested and initiated personnel actions, such as promotions, transfers, and hires.
- Inspected work progress, equipment, and construction sites to verify safety and to ensure that specifications were met.
- Read specifications, such as blueprints, to determine construction requirements or to plan procedures.
- Assisted in resolving customer complaints by quickly identifying problems that arose during a project's execution phase.
- Coordinated work activities with other construction project activities.
- Monitored weather conditions closely throughout duration of projects in order to adjust schedules accordingly.
- Estimated material or worker requirements to complete jobs.
- Assigned work to employees, based on material, and worker requirements of specific jobs.
- Trained workers in construction methods, operation of equipment, safety procedures, or company policies.
- Conducted regular progress meetings with clients to ensure satisfaction with services and successful completion of their projects according to specifications.
- Conferred with managerial or technical personnel, other departments, or contractors to resolve problems or to coordinate activities.
- Provided assistance to workers engaged in construction and extraction activities, using hand tools, and other equipment.
- Arranged for repairs of equipment and machinery.

**SKILLS** .....

- Hazardous Waste Handling
- EPA Regulations
- Site Inspection
- OSHA Compliance
- Environmental Control
- Hazardous Materials Removal
- Health and Safety Compliance
- Safety Program Compliance
- Project Requirements
- Project Supervision
- Work Site Preparation
- Daily Logs
- Hazardous Material Transport
- Crew Safety Meetings
- Monitor Safety Procedures

**CERTIFICATIONS** .....

- OSHA 40 Hour HAZWOPER Training
  - Methamphetamine Decontamination Supervisor
  - Asbestos Abatement Supervisor
-

# Bid FORM

**PROJECT IDENTIFICATION:** City of Delta, Window Asbestos Abatement at 1133 Main St, Delta

**Bid Submission Cut-Off-** March 22, 2024, at 3:00 pm, All bids shall be submitted and stamped at the City of Delta City Hall, 360 Main Street Delta, CO 81416

**Public Bid Opening-** March 22, 2024, 3:15 pm at the City of Delta City Hall, 360 Main Street Delta, CO 81416.

Name of Vendor: American Abatement

Total Bid Amount: \$ 77,800.00

Total Written Bid Amount: Seventy Seven thousand eight hundred dollars

Estimated Start Date: April 8th 2024

SUBMITTED on: March 21, 2024

Mandatory Pre-Bid meeting Attendance Yes (signed in on site walk)

Addendum 1-4

A handwritten signature in black ink, appearing to be 'C. J. [unclear]', written over a horizontal line.

\*\*\*End Bid Form\*\*\*



July 13, 2023

Vivian Guardado  
AMERICAN ABATEMENT INC  
12445 E 39th Ave  
#521  
Denver, CO 80239

**SUBJECT: Small Business Enterprise (SBE) Certification Approval**

Dear Vivian Guardado,

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO) is pleased to inform you that AMERICAN ABATEMENT INC is certified as a **Small Business Enterprise (SBE)**. This notification is pursuant to Division 1 and 3, Article III, V, VII of Chapter 28, the Denver Revised Municipal Code (D.R.M.C. or the Code). AMERICAN ABATEMENT INC will be listed in the City and County of Denver's Certified Vendor Directory.

Your firm is certified with the following certification dates:

**July 13, 2023 to July 31, 2026**

Please be aware that your firm's Small Business Enterprise (SBE) certification is valid for three (3) years, but you are **required** to submit an **Annual Update**, which will include, but is not limited to an affidavit and business taxes to verify eligibility.

Your firm's certification annual update is due:

**July 31, 2024**

Your expiration date is **July 31, 2026** and you will be required to submit a Renewal Application which includes your business taxes, individual taxes, personal financial statement, and complete another on-site review.

Listed below is each NAICS code for which AMERICAN ABATEMENT INC is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding and proposing on City projects:

**NAICS CODES:**

**NAICS 562910: ASBESTOS ABATEMENT SERVICES**

This certification is intended to be used only for participation in City funded projects, and/or certain privately funded projects on City owned property for contracts with construction, reconstruction, remodeling, professional design and construction services.

**Important Information: Keep Your Certification In Good Standing**

During the certification period, if any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately. Additionally, your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. **Failure to report any of these changes may result in removal of your business enterprise from the Certified Vendor Directory, and possible revocation of certification of your business enterprise.**

It is your responsibility to keep your certification current; please mark your calendar no less than ninety (90) days prior to **July 31, 2024**. All accompanying documents must be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdbe.com/>). The certification process may take up to 90 days. You will be notified prior to the expiration date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to keep your certification current. **Failure to submit required documentation annually and triennially may result in your certification being revoked.**

**Doing Business with the City and County of Denver**

AMERICAN ABATEMENT INC is eligible participate as a **Small Business Enterprise (SBE)** Small Business Enterprise (SBE) program requirement.



It is imperative that you verify each NAICS code for which your business is certified to ensure the NAICS codes you requested and are eligible for were included for your scope of services. It is your responsibility to manage your firm's NAICS codes to ensure you have applied for all applicable codes and they are up to date with your scope of services. This letter showing the following codes is required when bidding and proposing on City projects and will be evaluated for counting participation toward the specified small business contract requirement.

As mentioned, be sure to retain this letter as verification of Small Business Enterprise (SBE) certification for future bidding/proposing opportunities with the City. Now that your firm is certified, we encourage you to visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service contracting opportunities and check the Rocky Mountain E-Purchasing System (BidNet) for additional upcoming Construction, Goods & Services contracting opportunities. For additional information related to how your certification works with contracting opportunities with the city please visit <https://www.denvergov.org/Government/Departments/Economic-Development-Opportunity/Do-Business-With-Denver>.

Also, please be aware that some of the communication we send out comes from the Small Business Certification and Contract Management System, please add [denver@mwdb.com](mailto:denver@mwdb.com) to your safe sender list. If you have any questions or need further assistance please contact the certification team at (720) 913-1714 or email at [certificationinfo@denvergov.org](mailto:certificationinfo@denvergov.org).

Sincerely,



Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

cc: Atinut Chulajata, Certification Analyst, Division of Small Business Opportunity  
Elly Bacon, Assistant Director, Division of Small Business Opportunity





Colorado Department  
of Public Health  
and Environment

## General Abatement Contractor

This certifies that

**American Abatement, Inc.**

**GAC No.: 10**

has met the certification requirements of 25-7-507, C.R.S. and Air Quality Control Commission Regulation No. 8, Part B, and is hereby authorized to perform asbestos abatement activities in the state of Colorado.

**Issued: January 26, 2024**

**Expires: February 24, 2025**

Authorized APCD Representative

SEAL





Denver Economic Development & Opportunity  
101 W. Colfax Avenue, Suite 850 | Denver, CO 80202  
[www.denvergov.org/economicdevelopment](http://www.denvergov.org/economicdevelopment)  
720-913-1999

July 13, 2023

Vivian Guardado  
AMERICAN ABATEMENT INC  
12445 E 39th Ave  
#521  
Denver, CO 80239

Dear: Vivian Guardado:

The Division of Small Business Opportunity is pleased to inform you that AMERICAN ABATEMENT INC is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodbe.org](http://www.coloradodbe.org).

AMERICAN ABATEMENT INC is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

NAICS 562910: ASBESTOS ABATEMENT SERVICES

The anniversary date of your firm's DBE certification is July 31, 2024. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrina Gibson', is written over a faint horizontal line.

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

It is imperative that you verify each NAICS code for which your business is certified to ensure the NAICS codes you requested and are eligible for were included for your scope of services. It is your responsibility to manage your firm's NAICS codes to ensure you have applied for all applicable codes and they are up to date with your scope of services. This letter showing the following codes is required when bidding and proposing on City projects and will be evaluated for counting participation toward the specified small business contract requirement.

As mentioned, be sure to retain this letter as verification of Minority/Women Business Enterprise (MWBE) certification for future bidding/proposing opportunities with the City. Now that your firm is certified, we encourage you to visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service contracting opportunities and check the Rocky Mountain E-Purchasing System (BidNet) for additional upcoming Construction, Goods & Services contracting opportunities. For additional information related to how your certification works with contracting opportunities with the city please visit <https://www.denvergov.org/Government/Departments/Economic-Development-Opportunity/Do-Business-With-Denver>.

Also, please be aware that some of the communication we send out comes from the Small Business Certification and Contract Management System, please add [denver@mwdbe.com](mailto:denver@mwdbe.com) to your safe sender list. If you have any questions or need further assistance please contact the certification team at (720) 913-1714 or email at [certificationinfo@denvergov.org](mailto:certificationinfo@denvergov.org).

Sincerely,



Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

cc: Atinut Chulajata, Certification Analyst, Division of Small Business Opportunity  
Elly Bacon, Assistant Director, Division of Small Business Opportunity



**12445 East 39<sup>th</sup> AVENUE, UNIT 521, DENVER, CO 80239  
(303) 298-8550**

March, 21 2024

Jolene Nelson  
City of Delta

**SUBJECT: Trace Asbestos Removal Work at 1133 Main St.**

Dear Jolene,

As requested, we propose to furnish all labor, equipment, materials, tools, personnel air monitoring and lab fees, trucking, disposal fees, permit fees, and special asbestos insurance coverage (\$2,000,000.00 limits) required to provide the proper removal and disposal of approximately 635 window with About 4000 LF double sided glazing

We will install a regulated containment system with engineering controls to isolate the area; remove the glazing where required; HEPA vacuum and wet wipe the area; final visual, tear down and demobilize.

Our prices for this work are as follows:

<b>Total Price</b>	<b>\$ 77,800.00</b>
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American abatement will have an Independent Environmental Firm perform a visual inspection of our work before we tear down and demobilize.

NOTE: We have prepared this proposal based only on permit required by the Colorado Department of Health. Should it be determined that any other city, county, municipality, etc. has put their own permitting process in place, we reserve the right to add a line-item for any additional permit fees that may be required.

We shall make every effort to complete the work as timely as possible. All work shall be done during regular working hours, no overtime work is included. An adequate power source and water shall be supplied on site by the Owner.

All waste shall be bagged, labeled and transported to an EPA approved landfill for disposal. Copies of the waste manifests for proof of proper disposal will be furnished upon request. Please be advised that the original manifest takes about 30 days or more to complete the cycle and return to us. Your signature and acceptance of this proposal authorizes AAI to sign the Asbestos Compliance Manifest Form on behalf of the Owner.

All work shall be done in strict compliance with all federal, state, and local regulations pertaining to our work. Any and all additional work not specified above or as may be required by any other agency shall require an addition to the contract amount. Please keep in mind that there could be some paint damage and/or duct tape residue where we are required to tape our containment to existing floors and walls. While we will make every effort to keep this to a minimum, American Abatement is not responsible for the repair of such conditions.

PAYMENT TERMS: A down payment of 20% of the contract amount is due upon bid acceptance, with the balance due upon completion of our work.

**We accept cash, cashier's check, money order, personal check.**

Thank you for the opportunity to bid on this work Jolene, we very much appreciate it. If you have any questions, please contact me.

Sincerely,

**AMERICAN ABATEMENT, INC.**

Chris Grosskoph

Project manager

720-490-2127

[Chris@americanabatement.com](mailto:Chris@americanabatement.com)



Note: This proposal may be withdrawn by us if not accepted within 45 days. A finance charge of 1.5% per month will be added for unpaid balances. Customer is responsible for payment of all costs of collection of past due accounts, including court costs, finance charges and attorney fees.

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made in full as outlined above regardless of early completion and that the full contract sum references a cost for services rendered.

Date of Acceptance

By

By

# 1. CONSTRUCTION CONTRACT AGREEMENT

---

**THIS AGREEMENT** is made between the City of Delta, Colorado, (Owner or City) and the Contractor, Orion Environmental Inc. For the Construction Project known as:

Window Asbestos Abatement at 1133 Main Street

The Owner's Representative (OR) is: Adam Suppes

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

Window Asbestos Abatement at 1133 Main Street

## ARTICLE 2

### **TIME OF COMMENCEMENT AND COMPLETION:**

The Work to be performed under this Contract shall be substantially complete by July 31 2024 and completed and ready for final payment by August 7, 2024

## 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.

The Contract Sum price of the Base Bid Contract is: \$ 70,298.00

The Contract Sum price of the Bid Alternate A Contract is: \$ 0

The Contract Sum price of the Bid Alternate B Contract is: \$ 0

The Contract Sum price of the Bid Alternate C Contract is: \$ 0

**3.2** The contract shall be paid based on actual work performed in accordance with the Unit Rates specified in the contract bid form/bid tabulation, a copy of which has been attached to this agreement. All items on the bid tabulation 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 tabulation, 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)
- Notice of Award
- 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 Technical 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/herself 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/her 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 s/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. S/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	\$	\$
		Increase per each additional _____ Contract Amount or part thereof over
	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 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, (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 Workers' Compensation and Employer's Liability Insurance Policy in the amounts and with the coverage as required by the Workers' 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 \$424,000 per person for a single occurrence, \$1,195,000 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 \$\_\_\_\_\_ per person, \$300,000.00 per occurrence for bodily injury and \$\_\_\_\_\_ for 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. Contractor shall notify Owner or OR of any claims made on the above insurance policies for any other Contractor project.

## 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 City will not pay for defective Work and will not pay for repair or additional Work required to bring the project to a point of acceptance. Possible Work adjustments shall be at the sole discretion of the City. The City may require such items of Work to be removed and replaced. Adjusted Work may be adjusted per the Contractor unit costs.

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.

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. Fees for permits and inspections directly related to this construction will be paid by the Contractor.

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 without the written consent of the Owner. 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 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.

**25.9** Nothing herein shall be construed as a waiver, or partial waiver, by the Owner of any portion of the Colorado Governmental Immunity Act ("CGIA"), C.R.S. § 24-10-101 et seq.

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

OWNER:



**CITY OF DELTA**

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

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

**CONTRACTOR:**

\_\_\_\_\_

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

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

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**American Abatement, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**12445 E 39th Ave, Unit 521**

**6** City, state, and ZIP code  
**Denver, Colorado 80239**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

			-			-				
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**or**

**Employer identification number**

8	4	-	1	0	3	3	3	4	0
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**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
  - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
  - I am a U.S. citizen or other U.S. person (defined below); and
  - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶ \_\_\_\_\_    Date ▶ **01-13-2023**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





To:	City Council
From:	David Hood, City Engineer
CC:	Elyse Ackerman-Casselberry, City Manager
Date:	4/16/2024
Re:	2024 Concrete Replacement Project

**Summary:** On March 11, 2024, City Staff issued an IFB for the 2024 Concrete Replacement Project. This project is for various concrete replacement throughout the City. Following the City Procurement Code, Staff followed the IFB process and received three bids on March 28, 2024. Bids were opened on March 28, 2024 at 3:15 pm in the City Hall conference room. The received bids are included in your packet.

**Staff Recommendation:** Though all companies possess the qualifications, staff recommends awarding the project to Willow Creek Construction, Inc.

**Funding:** The 2024 Concrete Replacement Project is included in the 2024 budget.



City of Delta  
360 Main Street  
Delta, CO 81416



## INVITATION FOR BID

# 2024 Concrete Replacement Project

Issued Date: March 11, 2024

Agent/Contact: Dave Hood, [davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net)

Submissions Must be Received by: March 25, 2024 at 3:00 pm

### Administrative Instructions

The City of Delta is accepting sealed bids for the 2024 Concrete Replacement Project at multiple locations within the city limits of Delta, CO.

Bids shall be submitted in hard copy or electronically to:

Hard Copy: 360 Main Street Delta, CO 81416, Attn: Jolene Nelson

Electronic: [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net)

Bids will be publicly opened at 3:15 pm on March 25, 2024 in the City of Delta Conference Room located on the ground floor of City Hall. Late bids will not be accepted and it is the responsibility of the bidders to ensure that bids (including signed addenda) arrive by 3:00 pm on March 25, 2024.

The complete IFB packet can be downloaded from the City webpage at <https://cityofdelta.net/rfps>. Addenda will be posted to the website and it is the vendor's responsibility to download, review, sign, and include addenda with their bid.

The City reserves the right to amend this IFB by an addendum at any time prior to the date set for receipt of bids. Addenda 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.



## SCOPE OF WORK

The City of Delta is accepting sealed bids for the 2024 Concrete Replacement Project with the possibility of an extended scope of work for future projects. Concrete replacement will take place at multiple locations throughout the City of Delta as shown in Exhibit A. The successful bidder will identify the price per unit (linear feet for curb and gutter and square yards for sidewalk, etc). The City will enter into a contract with the lowest most qualified bidder.

When a project is identified, the lowest qualified bidder will be contacted and will have 10 working days to accept the project. For each project, the contract time for substantial completion of all required work shall be 60 working days from the date on which the Notice To Proceed is signed by the City of Delta.

The work to be performed under this first contract shall commence as per dates in the Notice to Proceed and be completed no later than 90 calendar days from Notice to Proceed. If the lowest successful bidder is not able to complete the project within the above time constraints, the City of Delta will offer the project-specific contract to the next lowest bidder.

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 <https://cityofdelta.net/publicworks-utilities> and the State of Colorado Standard Specifications for Road and Bridge Construction.

\*\*\*\*\* END OF SCOPE OF WORK \*\*\*\*\*

## **SPECIAL TERMS AND CONDITIONS**

**IFB Package** - Available March 11, 2024, online at the City of Delta RFP web page <https://cityofdeltanet/rfps>

**Question Deadline** - March 18, 2024 at 4:00 pm. All questions regarding this IFB are to be emailed to [davidhood@cityofdeltanet](mailto:davidhood@cityofdeltanet). Any questions received after the deadline will not be addressed. Written responses to questions will be posted on the City webpage via addendum no later than March 19, 2024, at 4:00 pm.

**Bid Submission Cut-Off** - March 25, 2024, at 3:00 pm. All bids shall be submitted and stamped at Delta City Hall located at 360 Main Street, Delta, CO 81416, or electronically via email to [jolene@cityofdeltanet](mailto:jolene@cityofdeltanet). The subject line must state "BID ENCLOSED - 2024 Concrete Replacement Project". Do not include any bid information in the body of the email.

**Public Bid Opening** - Bids will be open publicly on March 25, 2024, at 3:15 pm in the downstairs conference room of Delta City Hall at 360 Main Street, Delta, CO 81416.

**Rejection of Bids** - The City of Delta reserves the right to reject any, all or any part of a bid.

**Late Bids** - Bids not received by the Bid Submission deadline of March 25, 2024 at 3:00 pm are late and will not be accepted.

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

### **Compliance with OSHA**

Bidder agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the City of Delta harmless for any failure to so conform.

### **Extended Warranties**

Bidder shall list any additional extended warranties on a separate line item.

### **Installation Hours**

Unless otherwise specified, all work must be completed within the City of Delta working hours Monday-Friday 7:00 am - 4:00 pm.

### **Taxes, Federal Excise Tax**

The City of Delta is tax-exempt.

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to the City of Delta (hereafter "City") by all prospective vendors (hereinafter referred to as "Bidder") regarding City solicitations including but not limited to Invitations to Bid, Requests For Proposals, Requests, for Quotes, and Requests for Qualifications. 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 General Terms and Conditions, shall govern in the interpretation of the plans and specifications.

### Contents of Bid

It is the responsibility of each Bidder **before** submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect the 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 City Engineer/Project Manager of all conflicts, errors or discrepancies in the Contract Documents. Bidders are responsible for confirming and verifying all project lines, grades, dimensions, specifications, plans, and project areas **prior** to submitting a bid.

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.

### Clarification and Modification of Bid Solicitation

Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda and posted to the City webpage. Questions must be submitted **in writing** to City Engineer David Hood ([davidhood@cityofdeltanet.net](mailto:davidhood@cityofdeltanet.net)). Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

The City reserves the right to amend this IFB by an addendum at any time prior to the date set for receipt of bids. Addenda will be posted on the City website under the News "RFP" tab at <http://cityofdeltanet.net/rfp.htm>

### Pricing, Collusion, and Taxes

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, removal/demo material disposal/haul off to a separate dumpster or off-site location; miscellaneous equipment; mobilization; as-built drawings; fuel, watchmen, flagmen, and site security; scheduling; small tools; drawings and printing expenses and mailing costs.

The City 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 bid price.

### **Preparation and Submission of Bid**

The Bid Form is included with the Bidding Documents; additional copies may be obtained on the City of Delta website at <http://cityofdelta.net/rfp.html>

NOTE (If applicable): The Bid Tabulation spreadsheet is offered for your convenience only. The contractor is responsible for use and confirmation of any formulae or calculations therein. The submittal may be in PDF format. All tracking of project progress will be through that spreadsheet.

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.

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. All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda, if applicable, (the numbers of which must be filled in on the Bid Form).

The address and telephone number for communications regarding the Bid must be shown.

### **Modification of Withdrawal of Legitimate Offers**

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.

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

No bids may be withdrawn after the opening of bids, without consent of the 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.



## **Evaluation of Offers**

City 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, City reserves the right to reject the Bid of any Bidder if City 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 City. 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.

In evaluating Bids, City 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.

City will 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. The statement shall include equipment and manpower available for utilization on the project. City 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.

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.

## **Award of Contract**

When the City 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 the Owner with the required Bonds. The City shall deliver one fully signed counterpart to the Contractor after approval by City Council at the next regularly scheduled meeting.

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

If the contract is to be awarded, City will give the successful Bidder a Notice of Award within thirty days after the day of the Bid Opening.

When the City 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, Bidder shall sign and deliver the

required number of counterparts of the Agreement and attached documents to the City with the required Bonds. City shall deliver one fully signed counterpart to the Contractor after approval by City Council at the next regularly scheduled meeting.

### **Local Contractor Preference**

Whenever competitive bidding is required by law for any contract involving materials, services and/or labor furnished to the City for which appropriation or expenditure may be reasonably expected not to exceed five hundred thousand dollars (\$500,000) in the aggregate for any fiscal year, preference shall be given to each qualified local business in the manner more particularly described in this Section.

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, maintains a principal place of business located within the City for primary preference, or within Delta County for secondary preference. Businesses which maintain satellite offices within the City shall not be considered local for purposes of this definition.

Notwithstanding other provisions of this Chapter, 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 shall provide the following percentage preferences for local goods and services provided by local vendors when quality, delivery time and services are judged by the Purchasing Agent to be essentially equal: five percent (5%) primary preference for goods/services in the City and two point five percent (2.5%) secondary preference for goods/services in Delta County.

Each otherwise eligible contract bidder must sufficiently demonstrate ownership of a qualified local business in the related bid proposal documents.

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:

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

**BID FORM**

**2024 CONCRETE REPLACEMENT PROJECT**

**Proposal Submission Cut-Off-** March 25, 2024 at 3:00 pm, all proposals shall be submitted and stamped at the City of Delta City Hall, 360 Main Street, Delta, CO 81416 or submitted electronically as described in this IFB.

**Public Proposal Opening-** March 25, 2024 at 3:15 pm. at the City of Delta City Hall, 360 Main Street, Delta, CO 81416.

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: \_\_\_\_\_

Name of Vendor: \_\_\_\_\_

Total Bid Amount: \$ \_\_\_\_\_

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

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

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

\*\*\*End Bid Form\*\*\*



**2024 CONCRETE REPLACEMENT PROJECT - EXHIBIT A**

BID TABULATION- WORK LOCATIONS, WORK DESCRIPTION				UNIT- SY/LF	UNIT- \$	TOTAL COST- \$
1	<b>1020 A St</b>					
	Road patch repair		27 SY			
2	<b>1000 A St</b>					
	12"x6" Concrete Curb & 24" Gutter w/ADA		9 SY			
3	<b>1398 Hwy 50 (wastewater treatment plant)</b>					
	12"x6" Concrete Curb & 24" Gutter		18 LF			
4	<b>942 E. 3rd St</b>					
	12"x6" Concrete Curb & 24" Gutter		65 LF			
	4"x5' Sidewalk		17 SY			
5	<b>1445 Porter Ct</b>					
	12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant		30 LF			
6	<b>406 Leon St</b>					
	12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant		6 LF			
	ADA possible?		1 SY			
7	<b>509 Leon St</b>					
	12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant		8 LF			
	4"x5' Sidewalk		6 SY			
8	<b>1105 Grand Ave</b>					
	12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant		7 LF			
9	<b>508 Glenway</b>					
	Road patch repair		29 SY			
			<b>UNIT- LS</b>	<b>UNIT- \$</b>	<b>TOTAL COST- \$</b>	
	MOBILIZATION		1.00	\$	\$	
	TRAFFIC CONTROL		1.00	\$	\$	
	MATERIALS TESTING		1.00	\$	\$	
	FORCE ACCOUNT		1.00	\$ 15,000.00	\$ 15,000.00	
	<b>TOTAL BASE BID CONSTRUCTION COST</b>				\$	
BID TABULATION- DESCRIPTION BASE BID/MIN				UNIT- SY/LF	UNIT- \$	TOTAL COST- \$
1	<b>Sidewalk</b>					
	Concrete Removal- 4" Thick- 5 ft. Wide		SY	\$	\$	
	4" Thick Sidewalk, 4" Class VI Base, & Expansion Joints (City Standards & Specs) - TBD (min)		SY	\$	\$	
2	<b>Curb &amp; Gutter</b>					
	Concrete Removal- 12" Thick - 2.5 ft. Wide		LF	\$	\$	
	12"x6" Curb & 24" Gutter, 4" Class VI Base, & Expansion Joints (City Standards & Specs) - TBD (min)		LF	\$	\$	
3	<b>ADA Ramp</b>					
	CDOT ADA TYPE 1,2, and 3 CURB RAMP (City Standards & Specs)		SY	\$	\$	
4	<b>Driveway Pan</b>					
	Driveway Pan- 6" Thick, 4" Class VI Base, Expansion joints (City Standards & Specs)- TBD (min)		SY	\$	\$	
5	<b>Road Intersection V-Pan</b>					
	Road Intersection V-Pan- 8" Thick w/rebar (City Standards & Specs)- TBD (min)		SY	\$	\$	
6	<b>Road Patch Repair</b>					
	4" Thick Road (City Standards & Specs)- TBD (min)		SY	\$	\$	
	MOBILIZATION		1.00			
	TRAFFIC CONTROL		1.00	\$	\$	
	MATERIALS TESTING		1.00	\$	\$	
	FORCE ACCOUNT		1.00	\$ 1,000.00	\$ 1,000.00	
	<b>TOTAL BASE BID CONSTRUCTION COST</b>				\$	



**CITY OF DELTA, COLORADO  
INVITATION FOR BIDS**

**2024 Concrete Replacement Project**

**Addendum #1 March 21, 2024**

CHANGES TO PROVIDED MATERIALS

1. Revised Bid Tab Sheet

THIS ADDENDUM #1 TO THE ABOVE PROJECT.

INFORMATION CONTAINED IN ADDENDUM #1 SHALL SUPERSEDE ANY  
INFORMATION PRESENTED IN THE IFB AND **SHOULD BE ACKNOWLEDGED IN  
THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #1

2024 CONCRETE REPLACEMENT PROJECT - EXHIBIT A			
BID TABULATION- WORK LOCATIONS, WORK DESCRIPTION PER CITY STANDARDS (CHPTR 6)	UNIT- SY/LF	UNIT- \$	TOTAL COST- \$
<b>1 1020 A St</b>			
Road patch repair	27 SY		
<b>2 1000 A St</b>			
12"x6" Concrete Curb & 24" Gutter w/ADA	9 SY		
<b>3 1398 Hwy 50 (wastewater treatment plant)</b>			
12"x6" Concrete Curb & 24" Gutter	18 LF		
<b>4 942 E. 3rd St</b>			
12"x6" Concrete Curb & 24" Gutter	65 LF		
4"x5' Sidewalk	17 SY		
<b>5 1445 Porter Ct</b>			
12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant	30 LF		
<b>6 406 Leon St</b>			
12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant	6 LF		
ADA possible?	1 SY		
<b>7 509 Leon St</b>			
12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant	8 LF		
4"x5' Sidewalk	6 SY		
<b>8 1105 Grand Ave</b>			
12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant	7 LF		
<b>9 508 Glenway</b>			
Road patch repair	29 SY		
	<b>UNIT- LS</b>	<b>UNIT- \$</b>	<b>TOTAL COST- \$</b>
MOBILIZATION	1.00	\$	\$
TRAFFIC CONTROL	1.00	\$	\$
MATERIALS TESTING	1.00	\$	\$
FORCE ACCOUNT	1.00	\$ 15,000.00	\$ 15,000.00
<b>TOTAL BASE BID CONSTRUCTION COST</b>			\$
BID TABULATION- DESCRIPTION BASE BID/MIN PER CITY STANDARDS (CHPTR 6)	UNIT- SY/LF	UNIT- \$	TOTAL COST- \$
<b>1 Sidewalk</b>			
Concrete Removal- 4" Thick- 5 ft. Wide		\$	\$
4" Thick Sidewalk, 4" Class VI Base, & Expansion Joints (City Standards & Specs) - TBD (min)		\$	\$
<b>2 Curb &amp; Gutter</b>			
Concrete Removal- 12" Thick - 2.5 ft. Wide		\$	\$
12"x6" Curb & 24" Gutter, 4" Class VI Base, & Expansion Joints (City Standards & Specs) - TBD (min)		\$	\$
<b>3 ADA Ramp</b>			
CDOT ADA TYPE 1,2, and 3 CURB RAMP (City Standards & Specs)	1.00	\$	\$
<b>4 Driveway Pan</b>			
Driveway Pan- 6" Thick, 4" Class VI Base, Expansion joints (City Standards & Specs)- TBD (min)		\$	\$
<b>5 Road Intersection V-Pan</b>			
Road Intersection V-Pan- 8" Thick w/rebar (City Standards & Specs)- TBD (min)		\$	\$
<b>6 Road Patch Repair</b>			
4" Thick Road (City Standards & Specs)- TBD (min)		\$	\$
TRAFFIC CONTROL	1.00	\$	\$
MATERIALS TESTING	1.00	\$	\$
FORCE ACCOUNT	1.00	\$ 1,000.00	\$ 1,000.00
<b>TOTAL BASE BID CONSTRUCTION COST</b>			\$



**CITY OF DELTA, COLORADO  
INVITATION FOR BIDS**

**2024 Concrete Replacement Project**

**Addendum #2 March 21, 2024**

CHANGES TO BID DUE DATE

1. Bid Due Date changed to Thursday, March 28th at 3:00 pm.

THIS ADDENDUM #2 TO THE ABOVE PROJECT.

INFORMATION CONTAINED IN ADDENDUM #2 SHALL SUPERSEDE ANY  
INFORMATION PRESENTED IN THE IFB AND **SHOULD BE ACKNOWLEDGED IN  
THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #2



**BID FORM**

**2024 CONCRETE REPLACEMENT PROJECT**

**Proposal Submission Cut-Off-** March 25, 2024 at 3:00 pm, all proposals shall be submitted and stamped at the City of Delta City Hall, 360 Main Street, Delta, CO 81416 or submitted electronically as described in this IFB.

**Public Proposal Opening-** March 25, 2024 at 3:15 pm. at the City of Delta City Hall, 360 Main Street, Delta, CO 81416.

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

Date: 03/28/24      Number: 2

Date:                      Number:

Date:                      Number:

Name of Vendor: Agave Construction, LLC

Total Bid Amount: \$ \$37,004.00

Total Written Bid Amount: Thirty Seven thousand and four dollars

Estimated Start Date: 04/08/24

SUBMITTED on: March 28, 20 24

## Agave Construction, LLC

2024 CONCRETE REPLACEMENT PROJECT - EXHIBIT A			
BID TABULATION- WORK LOCATIONS, WORK DESCRIPTION PER CITY STANDARDS (CHPTR 6)	UNIT- SY/LF	UNIT- \$	TOTAL COST- \$
<b>1 1020 A St</b>			
Road patch repair	27 SY	\$93.50	\$2,524.50
<b>2 1000 A St</b>			
12"x6" Concrete Curb & 24" Gutter w/ADA	9 SY	\$165.00	\$1,485.00
<b>3 1398 Hwy 50 (wastewater treatment plant)</b>			
12"x6" Concrete Curb & 24" Gutter	18 LF	\$40.00	\$720.00
<b>4 942 E. 3rd St</b>			
12"x6" Concrete Curb & 24" Gutter	65 LF	\$40.00	\$2,600.00
4"x5' Sidewalk	17 SY	\$96.00	\$1,632.00
<b>5 1445 Porter Ct</b>			
12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant	30 LF	\$40.00	\$1,200.00
<b>6 406 Leon St</b>			
12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant	6 LF	\$40.00	\$240.00
ADA possible?	1 SY	\$165.00	\$165.00
<b>7 509 Leon St</b>			
12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant	8 LF	\$40.00	\$320.00
4"x5' Sidewalk	6 SY	\$96.00	\$576.00
<b>8 1105 Grand Ave</b>			
12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant	7 LF	\$40.00	\$280.00
<b>9 508 Glenway</b>			
Road patch repair	29 SY	\$93.50	\$2,711.50
	UNIT- LS	UNIT- \$	TOTAL COST- \$
MOBILIZATION (5 days x \$400)	1.00	\$ 2,000.00	\$ 2,000.00
TRAFFIC CONTROL (5 days x \$750)	1.00	\$ 3,750.00	\$ 3,750.00
MATERIALS TESTING (3 tests x \$600)	1.00	\$ 1,800.00	\$ 1,800.00
FORCE ACCOUNT	1.00	\$ 15,000.00	\$ 15,000.00
<b>TOTAL BASE BID CONSTRUCTION COST</b>			<b>\$ 37,004.00</b>
BID TABULATION- DESCRIPTION BASE BID/MIN PER CITY STANDARDS (CHPTR 6)	UNIT- SY/LF	UNIT- \$	TOTAL COST- \$
<b>1 Sidewalk</b>			
Concrete Removal- 4" Thick- 5 ft. Wide	SY	\$ 32.00	\$
4" Thick Sidewalk, 4" Class VI Base, & Expansion Joints (City Standards & Specs) - TBD (min)	SY	\$ 64.00	\$
<b>2 Curb &amp; Gutter</b>			
Concrete Removal- 12" Thick - 2.5 ft. Wide	LF	\$ 6.00	\$
12"x6" Curb & 24" Gutter, 4" Class VI Base, & Expansion Joints (City Standards & Specs) - TBD (min)		\$ 34.00	\$
<b>3 ADA Ramp</b>			
CDOT ADA TYPE 1, 2, and 3 CURB RAMP (City Standards & Specs)	SY	\$ 165.00	\$
<b>4 Driveway Pan</b>			
Driveway Pan- 6" Thick, 4" Class VI Base, Expansion joints (City Standards & Specs)- TBD (min)	SY	\$ 110.00	\$
<b>5 Road Intersection V-Pan</b>			
Road Intersection V-Pan- 8" Thick w/rebar (City Standards & Specs)- TBD (min)	SY	\$ 120.00	\$
<b>6 Road Patch Repair</b>			
4" Thick Road (City Standards & Specs)- TBD (min)	SY	\$ 93.50	\$
<b>Mobilization</b>	1.00	\$400 per day	\$
TRAFFIC CONTROL	1.00	\$ 750 per day	\$
MATERIALS TESTING	1.00	\$ 600 per test	\$
FORCE ACCOUNT	1.00	\$ 1,000.00	\$ 1,000.00
<b>TOTAL BASE BID CONSTRUCTION COST</b>			<b>\$</b>

**BID FORM**

**2024 CONCRETE REPLACEMENT PROJECT**

**Proposal Submission Cut-Off-** March 25, 2024 at 3:00 pm, all proposals shall be submitted and stamped at the City of Delta City Hall, 360 Main Street, Delta, CO 81416 or submitted electronically as described in this IFB.

**Public Proposal Opening-** March 25, 2024 at 3:15 pm. at the City of Delta City Hall, 360 Main Street, Delta, CO 81416.

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

Date: 3/21/2024      Number: Addendum #1

Date: 3/21/2024      Number: Addendum #2

Date:                      Number:

Name of Vendor: Skip Huston Construction, Inc

Total Bid Amount: \$ Base Bid \$ 62,866.89    Alt \$ 3,652.16

Base Bid: Sixty Two Thousand Eight Hundred Sixty Six Dollars & Eighty Nine Cents

Total Written Bid Amount: Alt: Three Thousand Six Hundred Fifty Two Dollars & Sixteen Cents

Estimated Start Date: ASAP

SUBMITTED on: March 28, , 2024

Marty Guy  
Vice President 3/28/2024



Attest: *MW*




\*\*\*End Bid Form\*\*\*



**2024 CONCRETE REPLACEMENT PROJECT - EXHIBIT A**

BID TABULATION- WORK LOCATIONS, WORK DESCRIPTION PER CITY STANDARDS (CHPTR 6)				UNIT- SY/LF	UNIT- \$	TOTAL COST- \$
1	1020 A St					
	Road patch repair		27 SY	\$ 235.18	\$	6,349.86
2	1000 A St					
	12"x6" Concrete Curb & 24" Gutter w/ADA		9 SY	\$ 270.63	\$	2,435.67
3	1398 Hwy 50 (wastewater treatment plant)					
	12"x6" Concrete Curb & 24" Gutter		18 LF	\$ 90.21	\$	1,623.78
4	942 E. 3rd St					
	12"x6" Concrete Curb & 24" Gutter		65 LF	\$ 90.21	\$	5,863.65
	4"x5' Sidewalk		17 SY	\$ 185.42	\$	3,152.14
5	1445 Porter Ct					
	12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant		30 LF	\$ 90.21	\$	2,706.30
6	406 Leon St					
	12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant		6 LF	\$ 90.21	\$	541.26
	ADA possible?		1 SY	\$ 294.59	\$	294.59
7	509 Leon St					
	12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant		8 LF	\$ 90.21	\$	721.68
	4"x5' Sidewalk		6 SY	\$ 185.42	\$	1,112.52
8	1105 Grand Ave					
	12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant		7 LS	\$ 90.21	\$	631.47
9	508 Glenway					
	Road patch repair		29 SY	\$ 235.18	\$	6,820.22
			UNIT- LS			TOTAL COST- \$
	MOBILIZATION		1.00	\$ 5,500.00	\$	5,500.00
	TRAFFIC CONTROL		1.00	\$ 2,327.50	\$	2,327.50
	MATERIALS TESTING		1.00	\$ 7,786.25	\$	7,786.25
	FORCE ACCOUNT		1.00	\$ 15,000.00	\$	15,000.00
	<b>TOTAL BASE BID CONSTRUCTION COST</b>				\$	<b>62,866.89</b>
BID TABULATION- DESCRIPTION BASE BID/MIN PER CITY STANDARDS (CHPTR 6)				UNIT- SY/LF	UNIT- \$	TOTAL COST- \$
1	Sidewalk					
	Concrete Removal- 4" Thick- 5 ft. Wide		1 SY	\$ 92.71	\$	92.71
	4" Thick Sidewalk, 4" Class VI Base, & Expansion Joints (City Standards & Specs) - TBD (min)		1 SY	\$ 185.42	\$	185.42
2	Curb & Gutter					
	Concrete Removal- 12" Thick - 2.5 ft. Wide		1 LF	\$ 45.11	\$	45.11
	12"x6" Curb & 24" Gutter, 4" Class VI Base, & Expansion Joints (City Standards & Specs) - TBD (min)		1 LF	\$ 90.21	\$	90.21
3	ADA Ramp					
	CDOT ADA TYPE 1,2, and 3 CURB RAMP (City Standards & Specs)		1 SY	\$ 350.00	\$	350.00
4	Driveway Pan					
	Driveway Pan- 6" Thick, 4" Class VI Base, Expansion joints (City Standards & Specs)- TBD (min)		1 SY	\$ 235.18	\$	235.18
5	Road Intersection V-Pan					
	Road Intersection V-Pan- 8" Thick w/rebar (City Standards & Specs)- TBD (min)		1 SY	\$ 294.59	\$	294.59
6	Road Patch Repair					
	4" Thick Road (City Standards & Specs)- TBD (min)		1 SY	\$ 235.18	\$	235.18
	TRAFFIC CONTROL	Per Day	1.00	258.61	\$	258.61
	MATERIALS TESTING	Per Location	1.00	865.15	\$	865.15
	FORCE ACCOUNT		1.00	\$ 1,000.00	\$	1,000.00
	<b>TOTAL BASE BID CONSTRUCTION COST</b>				\$	<b>3,652.16</b>

Skip Huston Construction, Inc  
Marty Guy, Vice President 3/28/2024



Attest: 





**CITY OF DELTA, COLORADO  
INVITATION FOR BIDS**

**2024 Concrete Replacement Project**

**Addendum #1 March 21, 2024**

**CHANGES TO PROVIDED MATERIALS**

1. Revised Bid Tab Sheet

THIS ADDENDUM #1 TO THE ABOVE PROJECT.

INFORMATION CONTAINED IN ADDENDUM #1 SHALL SUPERSEDE ANY  
INFORMATION PRESENTED IN THE IFB AND **SHOULD BE ACKNOWLEDGED IN  
THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #1

*Marty Perry*  
VP Skip Houston Construction, Inc  
3-28-2024



**CITY OF DELTA, COLORADO  
INVITATION FOR BIDS**

**2024 Concrete Replacement Project**

**Addendum #2 March 21, 2024**

**CHANGES TO BID DUE DATE**

1. Bid Due Date changed to Thursday, March 28th at 3:00 pm.

THIS ADDENDUM #2 TO THE ABOVE PROJECT.

INFORMATION CONTAINED IN ADDENDUM #2 SHALL SUPERSEDE ANY  
INFORMATION PRESENTED IN THE IFB AND **SHOULD BE ACKNOWLEDGED IN  
THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #2

*Marty [Signature]*  
VP Skip Houston Construction, Inc  
3-28-2024

City of Delta  
360 Main Street  
Delta, CO 81416



## INVITATION FOR BID

# 2024 Concrete Replacement Project

Issued Date: March 11, 2024

Agent/Contact: Dave Hood, [davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net)

Submissions Must be Received by: March 25, 2024 at 3:00 pm

### Administrative Instructions

The City of Delta is accepting sealed bids for the 2024 Concrete Replacement Project at multiple locations within the city limits of Delta, CO.

Bids shall be submitted in hard copy or electronically to:

Hard Copy: 360 Main Street Delta, CO 81416, Attn: Jolene Nelson

Electronic: [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net)

Bids will be publicly opened at 3:15 pm on March 25, 2024 in the City of Delta Conference Room located on the ground floor of City Hall. Late bids will not be accepted and it is the responsibility of the bidders to ensure that bids (including signed addenda) arrive by 3:00 pm on March 25, 2024.

The complete IFB packet can be downloaded from the City webpage at <https://cityofdelta.net/rfps>. Addenda will be posted to the website and it is the vendor's responsibility to download, review, sign, and include addenda with their bid.

The City reserves the right to amend this IFB by an addendum at any time prior to the date set for receipt of bids. Addenda 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.



## **SCOPE OF WORK**

The City of Delta is accepting sealed bids for the 2024 Concrete Replacement Project with the possibility of an extended scope of work for future projects. Concrete replacement will take place at multiple locations throughout the City of Delta as shown in Exhibit A. The successful bidder will identify the price per unit (linear feet for curb and gutter and square yards for sidewalk, etc). The City will enter into a contract with the lowest most qualified bidder.

When a project is identified, the lowest qualified bidder will be contacted and will have 10 working days to accept the project. For each project, the contract time for substantial completion of all required work shall be 60 working days from the date on which the Notice To Proceed is signed by the City of Delta.

The work to be performed under this first contract shall commence as per dates in the Notice to Proceed and be completed no later than 90 calendar days from Notice to Proceed. If the lowest successful bidder is not able to complete the project within the above time constraints, the City of Delta will offer the project-specific contract to the next lowest bidder.

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 <https://cityofdelta.net/publicworks-utilities> and the State of Colorado Standard Specifications for Road and Bridge Construction.

**\*\*\*\*\* END OF SCOPE OF WORK \*\*\*\*\***

## **SPECIAL TERMS AND CONDITIONS**

**IFB Package** - Available March 11, 2024, online at the City of Delta RFP web page

<https://cityofdelta.net/rfps>

**Question Deadline** - March 18, 2024 at 4:00 pm. All questions regarding this IFB are to be emailed to [davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net). Any questions received after the deadline will not be addressed. Written responses to questions will be posted on the City webpage via addendum no later than March 19, 2024, at 4:00 pm.

**Bid Submission Cut-Off** - March 25, 2024, at 3:00 pm. All bids shall be submitted and stamped at Delta City Hall located at 360 Main Street, Delta, CO 81416, or electronically via email to [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net). The subject line must state "BID ENCLOSED - 2024 Concrete Replacement Project". Do not include any bid information in the body of the email.

**Public Bid Opening** - Bids will be open publicly on March 25, 2024, at 3:15 pm in the downstairs conference room of Delta City Hall at 360 Main Street, Delta, CO 81416.

**Rejection of Bids** - The City of Delta reserves the right to reject any, all or any part of a bid.

**Late Bids** - Bids not received by the Bid Submission deadline of March 25, 2024 at 3:00 pm are late and will not be accepted.

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

### **Compliance with OSHA**

Bidder agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the City of Delta harmless for any failure to so conform.

### **Extended Warranties**

Bidder shall list any additional extended warranties on a separate line item.

### **Installation Hours**

Unless otherwise specified, all work must be completed within the City of Delta working hours Monday-Friday 7:00 am - 4:00 pm.

### **Taxes, Federal Excise Tax**

The City of Delta is tax-exempt.

## **GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions apply to all offers made to the City of Delta (hereafter "City") by all prospective vendors (hereinafter referred to as "Bidder") regarding City solicitations including but not limited to Invitations to Bid, Requests For Proposals, Requests, for Quotes, and Requests for Qualifications. 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 General Terms and Conditions, shall govern in the interpretation of the plans and specifications.

### **Contents of Bid**

It is the responsibility of each Bidder **before** submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect the 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 City Engineer/Project Manager of all conflicts, errors or discrepancies in the Contract Documents. Bidders are responsible for confirming and verifying all project lines, grades, dimensions, specifications, plans, and project areas **prior** to submitting a bid.

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.

### **Clarification and Modification of Bid Solicitation**

Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda and posted to the City webpage. Questions must be submitted **in writing** to City Engineer David Hood ([davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net)). Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

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

### **Pricing, Collusion, and Taxes**

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, removal/demo material disposal/haul off to a separate dumpster or off-site location; miscellaneous equipment; mobilization; as-built drawings; fuel, watchmen, flagmen, and site security; scheduling; small tools; drawings and printing expenses and mailing costs.

The City 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 bid price.

### **Preparation and Submission of Bid**

The Bid Form is included with the Bidding Documents; additional copies may be obtained on the City of Delta website at <http://cityofdeltanet/rfp.html>

NOTE (If applicable): The Bid Tabulation spreadsheet is offered for your convenience only. The contractor is responsible for use and confirmation of any formulae or calculations therein. The submittal may be in PDF format. All tracking of project progress will be through that spreadsheet.

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.

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. All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda, if applicable, (the numbers of which must be filled in on the Bid Form).

The address and telephone number for communications regarding the Bid must be shown.

### **Modification of Withdrawal of Legitimate Offers**

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.

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

No bids may be withdrawn after the opening of bids, without consent of the 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.

## **Evaluation of Offers**

City 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, City reserves the right to reject the Bid of any Bidder if City 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 City. 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.

In evaluating Bids, City 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.

City will 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. The statement shall include equipment and manpower available for utilization on the project. City 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.

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.

## **Award of Contract**

When the City 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 the Owner with the required Bonds. The City shall deliver one fully signed counterpart to the Contractor after approval by City Council at the next regularly scheduled meeting.

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

If the contract is to be awarded, City will give the successful Bidder a Notice of Award within thirty days after the day of the Bid Opening.

When the City 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, Bidder shall sign and deliver the



required number of counterparts of the Agreement and attached documents to the City with the required Bonds. City shall deliver one fully signed counterpart to the Contractor after approval by City Council at the next regularly scheduled meeting.

### **Local Contractor Preference**

Whenever competitive bidding is required by law for any contract involving materials, services and/or labor furnished to the City for which appropriation or expenditure may be reasonably expected not to exceed five hundred thousand dollars (\$500,000) in the aggregate for any fiscal year, preference shall be given to each qualified local business in the manner more particularly described in this Section.

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, maintains a principal place of business located within the City for primary preference, or within Delta County for secondary preference. Businesses which maintain satellite offices within the City shall not be considered local for purposes of this definition.

Notwithstanding other provisions of this Chapter, 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 shall provide the following percentage preferences for local goods and services provided by local vendors when quality, delivery time and services are judged by the Purchasing Agent to be essentially equal: five percent (5%) primary preference for goods/services in the City and two point five percent (2.5%) secondary preference for goods/services in Delta County.

Each otherwise eligible contract bidder must sufficiently demonstrate ownership of a qualified local business in the related bid proposal documents.

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:

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

**BID FORM**

**2024 CONCRETE REPLACEMENT PROJECT**

**Proposal Submission Cut-Off-** March 25, 2024 at 3:00 pm, all proposals shall be submitted and stamped at the City of Delta City Hall, 360 Main Street, Delta, CO 81416 or submitted electronically as described in this IFB.

**Public Proposal Opening-** March 25, 2024 at 3:15 pm. at the City of Delta City Hall, 360 Main Street, Delta, CO 81416.

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:

Name of Vendor: WILLOW CREEK CON INC

Total Bid Amount: ~~\$ 29002 47~~ / \$ 2327 77

Total Written Bid Amount: Twenty three thousand and two 47 / Twenty three hundred and twenty seven 77

Estimated Start Date: To Be Determined AT LATER DATE / and twenty seven 77

SUBMITTED on: 3 28 , 20 24

\*\*\*End Bid Form\*\*\*

2024 CONCRETE REPLACEMENT PROJECT - EXHIBIT A

BID TABULATION- WORK LOCATIONS, WORK DESCRIPTION PER CITY STANDARDS (CHPTR 6)				UNIT- SY/LF	UNIT- \$	TOTAL COST- \$
1	1020 A St	Road patch repair	27 SY	81 48	2199 96	
2	1000 A St	12"x6" Concrete Curb & 24" Gutter w/ADA	9 SY	198 33	1784 97	
3	1398 Hwy 50 (wastewater treatment plant)	12"x6" Concrete Curb & 24" Gutter	18 LF	51 "	1431 08	
4	942 E. 3rd St	12"x6" Concrete Curb & 24" Gutter	65 LF	39 60	2574 00	
		4"x5' Sidewalk	17 SY	83 06	1412 02	
5	1445 Porter Ct	12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant	30 LF	39 02	1170 60	
6	406 Leon St	12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant	6 LF	44 72	268 32	
		ADA possible?	1 SY	772 50	772 50	
7	509 Leon St	12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant	8 LF	47 12	376 96	
		4"x5' Sidewalk	6 SY	80 12	480 72	
8	1105 Grand Ave	12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant	7 LF	42 06	294 42	
9	508 Glenway	Road patch repair	29 SY	81 48	236 92	
			UNIT- LS	UNIT- \$	TOTAL COST- \$	
	MOBILIZATION		1.00	\$ 1000 00	\$ 1000 00	
	TRAFFIC CONTROL		1.00	\$ N/A	\$ -/A	
	MATERIALS TESTING		1.00	\$ N/A	\$ -/A	
	FORCE ACCOUNT		1.00	\$ 15,000.00	\$ 15,000.00	
<b>TOTAL BASE BID CONSTRUCTION COST</b>					<b>\$ 29002 47</b>	
BID TABULATION- DESCRIPTION BASE BID/MIN PER CITY STANDARDS (CHPTR 6)				UNIT- SY/LF	UNIT- \$	TOTAL COST- \$
1	Sidewalk	Concrete Removal- 4" Thick- 5 ft. Wide		\$ 65 00 54	\$ 65 00	
		4" Thick Sidewalk, 4" Class VI Base, & Expansion Joints (City Standards & Specs) - TBD (min)		\$ 80 12 54	\$ 80 12	
2	Curb & Gutter	Concrete Removal- 12" Thick - 2.5 ft. Wide		\$ 35 13 44	\$ 35 13	
		12"x6" Curb & 24" Gutter, 4" Class VI Base, & Expansion Joints (City Standards & Specs) - TBD (min)		\$ 44 72 44	\$ 44 72	
3	ADA Ramp	CDOT ADA TYPE 1, 2, and 3 CURB RAMP (City Standards & Specs)	1.00	\$ 772 00 EA	\$ 772 00	
4	Driveway Pan	Driveway Pan- 6" Thick, 4" Class VI Base, Expansion joints (City Standards & Specs) - TBD (min)		\$ 118 92 54	\$ 118 92	
5	Road Intersection V-Pan	Road Intersection V-Pan- 8" Thick w/rebar (City Standards & Specs) - TBD (min)		\$ 138 53 54	\$ 138 53	
6	Road Patch Repair	4" Thick Road (City Standards & Specs) - TBD (min)		\$ 73 33	\$ 73 33	
	TRAFFIC CONTROL		1.00	\$ N/A	\$ -/A	
	MATERIALS TESTING		1.00	\$ N/A	\$ -/A	
	FORCE ACCOUNT		1.00	\$ 1,000.00	\$ 1,000.00	
<b>TOTAL BASE BID CONSTRUCTION COST</b>					<b>\$ 2327 77</b>	

**CONSTRUCTION CONTRACT  
2024 CONCRETE REPLACEMENT PROJECT**

THIS CONSTRUCTION CONTRACT ("Contract") is made and entered into this 28 day of March, 2024 ("Effective Date"), by and between CITY OF DELTA, a Colorado home rule municipality (the "City"), and Willow Creek Co Inc, a Colorado Contractor with an address of 18794 G Rd Delta Co ("Contractor"). 81416

**RECITALS**

WHEREAS, the City owns certain real property as shown on Exhibit A, Delta, Colorado (the "Property"); and

WHEREAS, pursuant to Delta Municipal Code Chapter 3.14, the City sought bids for Concrete Replacement on the properties listed in Exhibit A (the "Project");

WHEREAS, Contractor submitted a bid for the Project, and the City has accepted Contractor's bid; and

WHEREAS, the parties desire to complete the Project in accordance with the terms set forth below.

NOW, THEREFORE, for good and valuable consideration of the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor agree as follows:

**Article 1. SCOPE OF WORK.**

1.01 **Scope of Work.** The "Scope of Work" for the Project to be completed by Contractor is the Concrete Replacement on the Property shown on Exhibit A. Contractor shall complete the Scope of Work in accordance with the Proposal attached hereto as Exhibit A and incorporated by reference herein.

**Article 2. CONTRACT TIMES.**

2.01 **Completion Date.** The term of this Contract shall commence on the Effective Date and shall run until payment to Contractor is made under Section 3.02 below, unless terminated earlier pursuant to the terms of the Contract. Final completion of the Scope of Work shall be achieved by \_\_\_\_\_ (the "Completion Date"). Time is of the essence in all dates and deadlines set forth in this Contract.

**Article 3. CONTRACT PRICE.**

3.01 **Contract Price.** The City shall pay Contractor for completion of the Project as follows:



Upon completion of the Project, Contractor shall bill the City an amount not to exceed \$ \_\_\_\_\_ (the "Contract Price") for completion of the Project.

- 3.02 **Payment.** Upon completion of the Project ("Final Completion"), the City shall conduct a thorough inspection of the Project for compliance with this Contract and applicable codes and regulations. Upon acceptance of the Project by the City, the City shall pay Contractor the Contract Price within 45 days.

#### **Article 4. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.**

- 4.01 **Representations.** In order to induce the City to enter into this Contract, Contractor makes the following representations:

- A. Contractor has the knowledge and expertise necessary to perform the Scope of Work and Project for the City.
- B. Contractor is familiar with all federal, state, and local laws and regulations that may affect cost, progress, and performance of work for the Project. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation.

- 4.02 **Warranties.** Contractor guarantees and warrants to the City all work as follows:

- A. That all materials and equipment furnished under this Contract will be new and the best of its respective kind unless otherwise specified;
- B. That all work will be first-class quality and free of omissions and faulty, poor quality, imperfect or defective materials or workmanship;
- C. That where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds;
- D. That the work, including but not limited to, mechanical and electrical machines, devices and equipment shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care;
- E. That consistent with requirements of the Contract, the work shall be installed and oriented in such a manner as to facilitate unrestricted access for the operation and maintenance of fixed equipment; and
- F. That the work will be free of abnormal or unusual deterioration that occurs because of poor quality materials, workmanship, or unsuitable storage.

- 4.03 **Defective Work.** All work not conforming to guarantees and warranties specified in the Contract, including substitutions not properly approved and authorized, may be

considered defective. If required by the City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

4.04 **Survival.** The warranties set forth herein shall survive the satisfaction or termination of this Contract.

4.05 **Corrective Work.** If, within one year after the date of Final Completion of the Project, or designated portion thereof, any of the Project is found to be defective, not in accordance with the Contract, or not in accordance with the guarantees and warranties specified in the Contract, Contractor shall correct it within five working days, or replace it, after receipt of written notice from the City to do so.

A. If at any time deficiencies in the Project are discovered that are found to have resulted from latent defects, gross mistakes, fraud, or misrepresentation by Contractor or any subcontractor or supplier, Contractor will be liable for replacement or correction of such work.

B. Any materials or other portions of the Project, installed, furnished, or stored on the Property that are not of the character or quality required by the specifications, or are otherwise not acceptable to the City shall be immediately removed and replaced by Contractor to the satisfaction of the City.

#### **Article 5. TERMINATION AND LIMITATION ON DAMAGES.**

5.01 **Termination.** This Contract may be terminated by either party upon a material breach of any provision of this Contract by the other party. In the event of a material breach of any provision of this Contract, the non-breaching party shall give written notice of such breach to the breaching party. The breaching party shall have 10 days from receipt of such notice to cure its breach. If the breach is not so cured, the non-breaching party may terminate this Contract immediately upon written notice to the breaching party and may pursue any and all other remedies available at law or in equity. In the event of a termination of this Contract, the City shall pay Contractor any amounts due and owing under this Contract for work actually performed prior to such termination.

5.02 **Limitation on Damages.** The parties agree that Contractor's remedies for any claims asserted against the City shall be limited to proven direct damages in an amount not to exceed amounts due under this Contract and that the City shall not be liable for indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits.

#### **Article 6. INDEMNIFICATION AND INSURANCE.**

6.01 **Indemnification by Contractor.** Contractor agrees to indemnify, defend, and hold harmless the City from any and all claims and damages to property and injury to persons that may arise out of or during operations under this Contract, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by

Contractor, or any other employee or person employed or engaged on or about, or in connection with, the Project, except to the extent caused by the negligent acts or omissions of the City, its agents and/or employees. This indemnification obligation shall survive the satisfaction, expiration, or termination of this Agreement.

### 6.03 Insurance Requirements.

- A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance required by state law and Employer's Liability Insurance covering all of Contractor's employees acting within their course and scope of employment.
- B. Commercial General Liability Insurance. Contractor shall maintain a Commercial General Liability Insurance coverage with minimum limits of \$1,195,000 each occurrence and \$2,000,000 general aggregate, naming the City as an additional insured.
- C. Comprehensive Automobile Liability Insurance. Contractor shall maintain Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,195,000 each occurrence and \$2,000,000 general aggregate, naming the City as an additional insured.
- D. General Insurance Information. Insurance coverage shall be maintained through the expiration of the term of the Contract. The Certificate of Insurance must state that the carrier is responsible for notifying the City in writing, a minimum of 45 days in advance of any lapse in or termination of coverage. Contractor's policies are primary and non-contributory for all claims arising from Contractor's work hereunder.

### Article 7. MISCELLANEOUS.

- 7.01 **Assignment.** No assignment by a party hereto of this Contract or any of the rights and obligations hereunder or interest in the Contract shall be binding on another party without the written consent of the party sought to be bound; and, specifically without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Contract.
- 7.02 **Amendment.** This Contract shall only be amended by a writing signed by both parties.
- 7.03 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and approved assigns.

- 7.04 **Severability.** Any provision or part of the Contract held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 7.05 **Independent Contractor.** The parties expressly agree and acknowledge that Contractor is an independent contractor, and this Contract shall not be construed in any way to create any type of employee/employer relationship, master/servant relationship, partnership, or joint venture. The parties agree that Contractor is not entitled to workers' compensation benefits or unemployment benefits and is obligated to pay federal and state income tax on any moneys earned pursuant to this Contract.
- 7.06 **Governing Law; Venue.** This Contract shall be construed and interpreted according to the laws of the State of Colorado. The parties hereby consent to venue lying exclusively with the state courts located in Delta County, Colorado.
- 7.07 **Attorneys Fees.** Should either party institute legal action to enforce this Contract, including without limitation litigation or arbitration, the prevailing party shall be entitled to an award of its legal fees and costs incurred in such action.
- 7.08 **Appropriation.** By executing below, the City states that it has appropriated money equal to or in excess of the Contract Price. The Parties acknowledge and agree that no change order that requires additional compensation and causes the aggregate amount payable under this Contract to exceed the appropriated amount shall be issued unless appropriation for the costs thereof has been made. Contractor acknowledges that no City employee has the authority to bind the City with regard to any payment for any work that exceeds the amount appropriated for and payable pursuant to this Contract. No provision of this Contract shall be construed or interpreted: i) to directly or indirectly obligate the City 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 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by the City to or in aid of any person, company or corporation within the meaning of the Colorado Constitution.
- 7.09 **Immunity.** Nothing herein shall be construed as a waiver, or partial waiver, by the City of any portion of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- 7.10 **Complete Agreement.** This Contract represents the entire and complete understanding and agreement of the parties regarding the subject matter hereof and supersedes and controls over any prior agreements, bids, or understandings of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

**CITY OF DELTA,**  
a Colorado home rule municipality

\_\_\_\_\_,  
a Colorado \_\_\_\_\_

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

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

ATTEST:

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

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

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



**CONSTRUCTION CONTRACT  
2024 CONCRETE REPLACEMENT PROJECT**

THIS CONSTRUCTION CONTRACT (“Contract”) is made and entered into this 16th day of April, 2024 (“Effective Date”), by and between CITY OF DELTA, a Colorado home rule municipality (the “City”), and WILLOW CREEK CONSTRUCTION, INC, a Colorado Professional Concrete Contractor with an address of 18794 G Rd, Delta, CO 81416 (“Contractor”).

**RECITALS**

WHEREAS, the City owns certain real property as shown on Exhibit A, Delta, Colorado (the “Property”); and

WHEREAS, pursuant to Delta Municipal Code Chapter 3.14, the City sought bids for Concrete Replacement on the properties listed in Exhibit A (the “Project”);

WHEREAS, Contractor submitted a bid for the Project, and the City has accepted Contractor’s bid; and

WHEREAS, the parties desire to complete the Project in accordance with the terms set forth below.

NOW, THEREFORE, for good and valuable consideration of the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor agree as follows:

**Article 1. SCOPE OF WORK.**

1.01 **Scope of Work.** The “Scope of Work” for the Project to be completed by Contractor is the Concrete Replacement on the Property shown on Exhibit A. Contractor shall complete the Scope of Work in accordance with the Proposal attached hereto as Exhibit A and incorporated by reference herein.

**Article 2. CONTRACT TIMES.**

2.01 **Completion Date.** The term of this Contract shall commence on the Effective Date and shall run until payment to Contractor is made under Section 3.02 below, unless terminated earlier pursuant to the terms of the Contract. Final completion of the Scope of Work shall be achieved by 4/16/2025 (the “Completion Date”). Time is of the essence in all dates and deadlines set forth in this Contract.

**Article 3. CONTRACT PRICE.**

3.01 **Contract Price.** The City shall pay Contractor for completion of the Project as follows:

Upon completion of the Project, Contractor shall bill the City an amount not to exceed \$29,002.47 (the “Contract Price”) for completion of the Project.

- 3.02 **Payment.** Upon completion of the Project (“Final Completion”), the City shall conduct a thorough inspection of the Project for compliance with this Contract and applicable codes and regulations. Upon acceptance of the Project by the City, the City shall pay Contractor the Contract Price within 45 days.

**Article 4. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES.**

- 4.01 **Representations.** In order to induce the City to enter into this Contract, Contractor makes the following representations:

- A. Contractor has the knowledge and expertise necessary to perform the Scope of Work and Project for the City.
- B. Contractor is familiar with all federal, state, and local laws and regulations that may affect cost, progress, and performance of work for the Project. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation.

- 4.02 **Warranties.** Contractor guarantees and warrants to the City all work as follows:

- A. That all materials and equipment furnished under this Contract will be new and the best of its respective kind unless otherwise specified;
- B. That all work will be first-class quality and free of omissions and faulty, poor quality, imperfect or defective materials or workmanship;
- C. That where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds;
- D. That the work, including but not limited to, mechanical and electrical machines, devices and equipment shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care;
- E. That consistent with requirements of the Contract, the work shall be installed and oriented in such a manner as to facilitate unrestricted access for the operation and maintenance of fixed equipment; and
- F. That the work will be free of abnormal or unusual deterioration that occurs because of poor quality materials, workmanship, or unsuitable storage.

- 4.03 **Defective Work.** All work not conforming to guarantees and warranties specified in the Contract, including substitutions not properly approved and authorized, may be

considered defective. If required by the City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

4.04 **Survival.** The warranties set forth herein shall survive the satisfaction or termination of this Contract.

4.05 **Corrective Work.** If, within one year after the date of Final Completion of the Project, or designated portion thereof, any of the Project is found to be defective, not in accordance with the Contract, or not in accordance with the guarantees and warranties specified in the Contract, Contractor shall correct it within five working days, or replace it, after receipt of written notice from the City to do so.

A. If at any time deficiencies in the Project are discovered that are found to have resulted from latent defects, gross mistakes, fraud, or misrepresentation by Contractor or any subcontractor or supplier, Contractor will be liable for replacement or correction of such work.

B. Any materials or other portions of the Project, installed, furnished, or stored on the Property that are not of the character or quality required by the specifications, or are otherwise not acceptable to the City shall be immediately removed and replaced by Contractor to the satisfaction of the City.

#### **Article 5. TERMINATION AND LIMITATION ON DAMAGES.**

5.01 **Termination.** This Contract may be terminated by either party upon a material breach of any provision of this Contract by the other party. In the event of a material breach of any provision of this Contract, the non-breaching party shall give written notice of such breach to the breaching party. The breaching party shall have 10 days from receipt of such notice to cure its breach. If the breach is not so cured, the non-breaching party may terminate this Contract immediately upon written notice to the breaching party and may pursue any and all other remedies available at law or in equity. In the event of a termination of this Contract, the City shall pay Contractor any amounts due and owing under this Contract for work actually performed prior to such termination.

5.02 **Limitation on Damages.** The parties agree that Contractor's remedies for any claims asserted against the City shall be limited to proven direct damages in an amount not to exceed amounts due under this Contract and that the City shall not be liable for indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits.

#### **Article 6. INDEMNIFICATION AND INSURANCE.**

6.01 **Indemnification by Contractor.** Contractor agrees to indemnify, defend, and hold harmless the City from any and all claims and damages to property and injury to persons that may arise out of or during operations under this Contract, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by

Contractor, or any other employee or person employed or engaged on or about, or in connection with, the Project, except to the extent caused by the negligent acts or omissions of the City, its agents and/or employees. This indemnification obligation shall survive the satisfaction, expiration, or termination of this Agreement.

### 6.03 Insurance Requirements.

- A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance required by state law and Employer's Liability Insurance covering all of Contractor's employees acting within their course and scope of employment.
- B. Commercial General Liability Insurance. Contractor shall maintain a Commercial General Liability Insurance coverage with minimum limits of \$1,195,000 each occurrence and \$2,000,000 general aggregate, naming the City as an additional insured.
- C. Comprehensive Automobile Liability Insurance. Contractor shall maintain Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,195,000 each occurrence and \$2,000,000 general aggregate, naming the City as an additional insured.
- D. General Insurance Information. Insurance coverage shall be maintained through the expiration of the term of the Contract. The Certificate of Insurance must state that the carrier is responsible for notifying the City in writing, a minimum of 45 days in advance of any lapse in or termination of coverage. Contractor's policies are primary and non-contributory for all claims arising from Contractor's work hereunder.

### Article 7. MISCELLANEOUS.

7.01 **Assignment.** No assignment by a party hereto of this Contract or any of the rights and obligations hereunder or interest in the Contract shall be binding on another party without the written consent of the party sought to be bound; and, specifically without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Contract.

7.02 **Amendment.** This Contract shall only be amended by a writing signed by both parties.

7.03 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and approved assigns.

- 7.04 **Severability.** Any provision or part of the Contract held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 7.05 **Independent Contractor.** The parties expressly agree and acknowledge that Contractor is an independent contractor, and this Contract shall not be construed in any way to create any type of employee/employer relationship, master/servant relationship, partnership, or joint venture. **The parties agree that Contractor is not entitled to workers' compensation benefits or unemployment benefits and is obligated to pay federal and state income tax on any moneys earned pursuant to this Contract.**
- 7.06 **Governing Law; Venue.** This Contract shall be construed and interpreted according to the laws of the State of Colorado. The parties hereby consent to venue lying exclusively with the state courts located in Delta County, Colorado.
- 7.07 **Attorneys Fees.** Should either party institute legal action to enforce this Contract, including without limitation litigation or arbitration, the prevailing party shall be entitled to an award of its legal fees and costs incurred in such action.
- 7.08 **Appropriation.** By executing below, the City states that it has appropriated money equal to or in excess of the Contract Price. The Parties acknowledge and agree that no change order that requires additional compensation and causes the aggregate amount payable under this Contract to exceed the appropriated amount shall be issued unless appropriation for the costs thereof has been made. Contractor acknowledges that no City employee has the authority to bind the City with regard to any payment for any work that exceeds the amount appropriated for and payable pursuant to this Contract. No provision of this Contract shall be construed or interpreted: i) to directly or indirectly obligate the City 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 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by the City to or in aid of any person, company or corporation within the meaning of the Colorado Constitution.
- 7.09 **Immunity.** Nothing herein shall be construed as a waiver, or partial waiver, by the City of any portion of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- 7.10 **Complete Agreement.** This Contract represents the entire and complete understanding and agreement of the parties regarding the subject matter hereof and supersedes and controls over any prior agreements, bids, or understandings of the parties hereto.



IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

**CITY OF DELTA,**  
a Colorado home rule municipality

\_\_\_\_\_,  
a Colorado \_\_\_\_\_

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

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

ATTEST:

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

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

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

**EXHIBIT A**  
**Scope of Work**

The City of Delta is accepting sealed bids for the 2024 Concrete Replacement Project with the possibility of an extended scope of work for future projects. Concrete replacement will take place at multiple locations throughout the City of Delta as shown in Exhibit A. The successful bidder will identify the price per unit (linear feet for curb and gutter and square yards for sidewalk, etc). The City will enter into a contract with the lowest most qualified bidder.

When a project is identified, the lowest qualified bidder will be contacted and will have 10 working days to accept the project. For each project, the contract time for substantial completion of all required work shall be 60 working days from the date on which the Notice To Proceed is signed by the City of Delta.

The work to be performed under this first contract shall commence as per dates in the Notice to Proceed and be completed no later than 90 calendar days from Notice to Proceed. If the lowest successful bidder is not able to complete the project within the above time constraints, the City of Delta will offer the project-specific contract to the next lowest bidder.

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 <https://cityofdelta.net/publicworks-utilities> and the State of Colorado Standard Specifications for Road and Bridge Construction.

2024 CONCRETE REPLACEMENT PROJECT - EXHIBIT A			
BID TABULATION- WORK LOCATIONS, WORK DESCRIPTION PER CITY STANDARDS (CHPTR 6)	UNIT- SY/LF	UNIT- \$	TOTAL COST- \$
1 1020 A St			
Road patch repair	27 SY	81 48	2199 96
2 1000 A St			
12"x6" Concrete Curb & 24" Gutter w/ADA	9 SY	198 33	1784 97
3 1398 Hwy 50 (wastewater treatment plant)			
12"x6" Concrete Curb & 24" Gutter	18 LF	51 11	1431 08
4 942 E. 3rd St			
12"x6" Concrete Curb & 24" Gutter	65 LF	39 60	2574 00
4"x5" Sidewalk	17 SY	83 06	1412 02
5 1445 Porter Ct			
12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant	30 LF	39 02	1170 60
6 406 Leon St			
12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant	6 LF	44 72	268 32
ADA possible?	1 SY	772 50	772 50
7 509 Leon St			
12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant	8 LF	47 12	376 96
4"x5" Sidewalk	6 SY	80 12	480 72
8 1105 Grand Ave			
12"x6" Concrete Curb & 24" Gutter in front of Fire Hydrant	7 LF	42 06	294 42
9 508 Glenway			
Road patch repair	29 SY	81 48	236 92
	UNIT- LS	UNIT- \$	TOTAL COST- \$
MOBILIZATION	1.00	\$ 1000 00	\$ 1000 00
TRAFFIC CONTROL	1.00	\$ 1 1	\$ 1 1
MATERIALS TESTING	1.00	\$ 1 1	\$ 1 1
FORCE ACCOUNT	1.00	\$ 15,000.00	\$ 15,000.00
<b>TOTAL BASE BID CONSTRUCTION COST</b>			<b>\$ 29002 47</b>
BID TABULATION- DESCRIPTION BASE BID/MIN PER CITY STANDARDS (CHPTR 6)	UNIT- SY/LF	UNIT- \$	TOTAL COST- \$
1 Sidewalk			
Concrete Removal- 4" Thick- 5 ft. Wide		\$ 65 00 54	\$ 65 00
4" Thick Sidewalk, 4" Class VI Base, & Expansion Joints (City Standards & Specs) - TBD (min)		\$ 80 12 54	\$ 80 12
2 Curb & Gutter			
Concrete Removal- 12" Thick - 2.5 ft. Wide		\$ 35 13 45	\$ 35 13
12"x6" Curb & 24" Gutter, 4" Class VI Base, & Expansion Joints (City Standards & Specs) - TBD (min)		\$ 44 72 45	\$ 44 72
3 ADA Ramp			
CDOT ADA TYPE 1,2, and 3 CURB RAMP (City Standards & Specs)	1.00	\$ 772 00 EA	\$ 772 00
4 Driveway Pan			
Driveway Pan- 6" Thick, 4" Class VI Base, Expansion joints (City Standards & Specs)- TBD (min)		\$ 118 92 54	\$ 118 92
5 Road Intersection V-Pan			
Road Intersection V-Pan- 8" Thick w/rebar (City Standards & Specs)- TBD (min)		\$ 138 53 54	\$ 138 53
6 Road Patch Repair			
4" Thick Road (City Standards & Specs)- TBD (min)		\$ 73 33	\$ 73 33
TRAFFIC CONTROL	1.00	\$ 1 1	\$ 1 1
MATERIALS TESTING	1.00	\$ 1 1	\$ 1 1
FORCE ACCOUNT	1.00	\$ 1,000.00	\$ 1,000.00
<b>TOTAL BASE BID CONSTRUCTION COST</b>			<b>\$ 2327 77</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Mountain West In & Fin Serv LLC 100 E Victory Way Craig, CO 81625	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (970) 824-8185	<b>FAX (A/C, No):</b> (970) 824-8188	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Willow Creek Construction Inc. 18794 G Road Delta, CO 81416	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Acuity Insurance Co.		14184
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X35367	2/3/2024	2/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea.occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X35367	2/3/2024	2/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X35367	2/3/2024	2/3/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Delta	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



To:	City Council
From:	David Hood, City Engineer
CC:	Elyse-Ackerman-Casselberry, City Manager
Date:	4/16/2024
Re:	A Street/ 16 <sup>th</sup> Street Mill & Overlay Project

**Summary:** On March 1, 2024, City Staff issued an IFB for the A Street/ 16<sup>th</sup> Street Mill & Overlay Project. Following the City Procurement Code, Staff followed the IFB process and received three bids on March 29, 2024. Bids were opened on March 29, 2024 at 3:15 pm in the City Hall conference room. The received bids are included in your packet.

**Staff Recommendation:** Though all companies possess the qualifications, staff recommends awarding the project to Martin Paving, Inc.

**Funding:** The A Street/ 16<sup>th</sup> Street Mill & Overlay Project is included in the 2024 budget.





City of Delta  
Administration  
360 Main Street  
Delta, CO 81416



## INVITATION FOR BID

# A Street/ 16th Street Mill & Overlay Project

Issued Date: March 1, 2024

Agent/Contact: Dave Hood, [davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net)

Submissions Must be Received by: March 29, 2024 at 3:00 pm

### **Administrative Instructions**

The City of Delta is accepting sealed bids for a 2" mill/ overlay with leveling course with build-up patching as needed from approximately 1020 A Street to East 16th Street and Pioneer Rd. Additional projects may be available depending on funding.

Bids shall be submitted in hard copy or electronically to:

Hard Copy: 360 Main Street Delta, CO 81416, Attn: Jolene Nelson

Electronic: [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net)

Bids will be publicly opened at 3:15 pm on March 29, 2024 in the City of Delta Conference Room located on the ground floor of City Hall. Late bids will not be accepted and it is the responsibility of the bidders to ensure that bids (including signed addenda) arrive by 3:00 pm on March 29, 2024.

The complete IFB packet can be downloaded from the City webpage at <https://cityofdelta.net/rfps>. Addenda will be posted to the website and it is the vendor's responsibility to download, review, sign, and include addenda with their bid.

The City reserves the right to amend this IFB by an addendum at any time prior to the date set for receipt of bids. Addenda 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.

## SCOPE OF WORK

The City of Delta is requesting bids from qualified contractors for the A Street Reconstruction project from 1020 A Street to East 16th Street and Pioneer Rd. A map of the project area is included in this invitation for bid. 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 at <https://cityofdelta.net/publicworks-utilities> and the State of Colorado Standard Specifications for Road and Bridge Construction. Additional projects may be available depending on funding.

**Bid Packages**- Available on March 1, 2024, online at the City of Delta RFP web page <https://cityofdelta.net/rfps>.

**Mandatory Pre-Bid Meeting**- March 22, 2024 at 1:00 pm at City of Delta City Hall, Main Street Delta, CO 81416.

**Question Deadline**- March 22, 2024 at 2:00 pm. All questions regarding the meaning or intent of this IFB are to be emailed to Dave Hood, City of Delta Engineer, at [davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net).

**Bid Submission Cut-Off**- March 29, 2024 at 3:00 pm. All bids shall be submitted and stamped at the City of Delta, 360 Main Street Delta, CO 81416, Attn: Jolene Nelson or electronically via email to [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net)

**Public Bid Opening**- March 29, 2024 at 3:15 pm at the City of Delta City Hall Conference Room located at 360 Main Street, Delta, CO 81416.

The Delta 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.

\*\*\*\*\* END OF SCOPE OF WORK \*\*\*\*\*

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to the City of Delta (hereafter "City") by all prospective vendors (hereinafter referred to as "Bidder") regarding City solicitations including but not limited to Invitations to Bid, Requests For Proposals, Requests, for Quotes, and Requests for Qualifications. 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 General Terms and Conditions, shall govern in the interpretation of the plans and specifications.

### Contents of Bid

It is the responsibility of each Bidder **before** submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect the 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 City Engineer/Project Manager of all conflicts, errors or discrepancies in the Contract Documents. Bidders are responsible for confirming and verifying all project lines, grades, dimensions, specifications, plans, and project areas **prior** to submitting a bid.

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.

### Clarification and Modification of Bid Solicitation

Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda and posted to the City webpage. Questions must be submitted **in writing** to City Engineer David Hood ([davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net)). Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

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

### Pricing, Collusion, and Taxes

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, removal/demo material disposal/haul off to a separate dumpster or off-site location; miscellaneous equipment; mobilization; as-built drawings; fuel, watchmen, flagmen, and site security; scheduling; small tools; drawings and printing expenses and mailing costs.

The City 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 bid price.

### **Preparation and Submission of Bid**

The Bid Form is included with the Bidding Documents; additional copies may be obtained on the City of Delta website at <http://cityofdelta.net/rfp.html>

NOTE (If applicable): The Bid Tabulation spreadsheet is offered for your convenience only. The contractor is responsible for use and confirmation of any formulae or calculations therein. The submittal may be in PDF format. All tracking of project progress will be through that spreadsheet.

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.

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. All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda, if applicable, (the numbers of which must be filled in on the Bid Form).

The address and telephone number for communications regarding the Bid must be shown.

### **Modification of Withdrawal of Legitimate Offers**

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.

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

No bids may be withdrawn after the opening of bids, without consent of the 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.

## **Evaluation of Offers**

City 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, City reserves the right to reject the Bid of any Bidder if City 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 City. 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.

In evaluating Bids, City 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.

City will 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. The statement shall include equipment and manpower available for utilization on the project. City 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.

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.

## **Award of Contract**

When the City 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 the Owner with the required Bonds. The City shall deliver one fully signed counterpart to the Contractor after approval by City Council at the next regularly scheduled meeting.

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

If the contract is to be awarded, City will give the successful Bidder a Notice of Award within thirty days after the day of the Bid Opening.

When the City 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, Bidder shall sign and deliver the



required number of counterparts of the Agreement and attached documents to the City with the required Bonds. City shall deliver one fully signed counterpart to the Contractor after approval by City Council at the next regularly scheduled meeting.

### **Local Contractor Preference**

Whenever competitive bidding is required by law for any contract involving materials, services and/or labor furnished to the City for which appropriation or expenditure may be reasonably expected not to exceed five hundred thousand dollars (\$500,000) in the aggregate for any fiscal year, preference shall be given to each qualified local business in the manner more particularly described in this Section.

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, maintains a principal place of business located within the City for primary preference, or within Delta County for secondary preference. Businesses which maintain satellite offices within the City shall not be considered local for purposes of this definition.

Notwithstanding other provisions of this Chapter, 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 shall provide the following percentage preferences for local goods and services provided by local vendors when quality, delivery time and services are judged by the Purchasing Agent to be essentially equal: five percent (5%) primary preference for goods/services in the City and two point five percent (2.5%) secondary preference for goods/services in Delta County.

Each otherwise eligible contract bidder must sufficiently demonstrate ownership of a qualified local business in the related bid proposal documents.

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:

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

## SPECIAL CONDITIONS

### Mandatory Pre-Bid Meeting

A Pre-Bid Meeting will be held on March 22, 2024 at 1:00 pm at the City of Delta City Hall, 360 Main Street, Delta Colorado 81416. Participation in the Pre-Bid Meeting is Mandatory to be considered a qualified bidder. Bidders can participate virtually via Google Meet. **The City of Delta is not responsible for any technical issues bidders may have in joining the mandatory Pre-Bid Meeting electronically.** Participation will still be a requirement to be a qualified bidder.

Mandatory Pre-Bid Meeting - A Street/ 16th Street Mill & Overlay Project

Friday, March 22, 2024 at 1:00 pm (MT)

Google Meet joining info

Video call link: <https://meet.google.com/xqm-ksjo-qxo>

Or dial: (US) +1 570-731-0272 PIN: 359 826 033#

### Contact Person

During the course of this invitation process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this invitation with anyone other than the officially designated individual: For this bid, the contact is David Hood, City of Delta Engineer, at [davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net).

### Question Deadline

All questions regarding this IFB shall be directed to the individual listed above in writing. All inquiries shall clearly identify the name of the firm and the authorized representative, and the IFB title. The deadline for receipt of questions from bidders in regard to the IFB is March 22, 2024 at 2:00 pm

Responses will be prepared by the City in an addendum and published on the City of Delta webpage at <https://cityofdelta.net/rfps> under the “A St/ 16th St Mill and Overlay Project”. The addendum responses in writing are the only official answers. It is the responsibility of the bidder to be aware of and consult any addenda post for this IFB.

### Submittal Instructions

Bids should be submitted and stamped as received at Delta City Hall at 360 Main Street Delta, CO 81416 or submitted electronically to [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net) by March 29, 2024 at 3:00 pm. Bids shall be submitted at the time and place indicated in this IFB and shall be enclosed in an opaque sealed envelope, marked with the project title “A Street & 16th St Mill and Overlay Project” and the 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 bid submitted electronically must be submitted in PDF format via email attachment to [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net). The subject line must state "BID ENCLOSED A St/ 16th St Mill & Overlay Project." **DO NOT** include any bid information in the body of the email. The first page of the attachment should state the project title and name and address of the bidder. The next page should state "BID ENCLOSED" and then be followed by required bidding documents. Bids will be publicly opened in the City Hall Downstairs Conference Room on March 29, 2024 at 3:15 pm. Any submission received after the advertised Bid Opening shall be returned unopened to the sender. Electronically submitted Bids will be opened electronically at the bid opening.

The submitted bid should include the following:

- Request to Bid
- Scope of Work
- General Terms and Conditions
- Special Conditions
- Construction Contract & Bid Tabs
- Bid Form
- Addendum (If applicable) – Obtained from RFP web page: <http://cityofdelta.net/rfp.html>

For each project, the Contract Time for substantial completion of all required work shall be **90 calendar days** from the date the Notice To Proceed is signed by the City of Delta. The Work to be performed under this Contract shall be commenced as per dates in the Notice to Proceed and completed no later than **120 calendar days** from Notice to Proceed.

### **Project Standard Specifications**

Methods, materials, and procedures shall follow Colorado Department of Transportation (CDOT) standard specification book sections 400, 702 and associated sections of the Standard Specifications for Road and Bridge Construction, latest edition, and the City of Delta Standard Specifications for the Design and Construction of Public Improvements.

CDOT Standard Specifications for Road and Bridge Construction Section- Section 400 shall govern asphalt paving.

## BID FORM

### A STREET/ 16TH STREET MILL & OVERLAY PROJECT

**Bid Submission Cut-Off-** March 29, 2024 at 3:00 pm. All bids shall be submitted and stamped at the City of Delta City Hall at 360 Main Street, Delta, CO 81416 or electronically via email to [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net)

**Public Bid Opening-** March 29, 2024 at 3:15 pm at the City of Delta Downstairs Conference Room at Delta City Hall at 360 Main Street, Delta, CO 81416.

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the City 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 the City'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 the cost, progress, performance, or furnishing of the Work.

3) BIDDER has made such examinations, investigations, explorations, tests, and studies that 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.

4) 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.

5) 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.

6) 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 City.

No direct payment will be made for any item not listed as a pay item in the bid; the cost, thereunder, shall be merged with the applicable bid items for which payment is made.

BIDDER acknowledges that the Contract Price is based on the estimated quantities determined by the Bidder, which are approximate and are furnished only for the purpose of estimating probable cost and for comparing Bids offered on the Work. Payment will be based on the unit price per item. Quantities are not guaranteed.

Bidder will complete the work for the price indicated on the Bid Form **titled "A ST/ 16TH ST MILL & OVERLAY PROJECT"**.

BIDDER agrees that the Work for each project will be substantially complete within (90) working days after the date when the project time commences running as provided in Article 2 of the Construction Contract Agreement and completed and ready for final payment within (120) calendar days after the date when the project Time commences running.

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.



**BIDDER INFORMATION HERE:**

**A Street Reconstruction Project:**

Name of Contractor:

Total Bid Amount \$

Total Written Bid Amount:

Estimated Start Date:

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

Bid amount shall include all costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, and tools, and performing all labor and supervision to fully complete the Work. All Work not specifically set forth as a pay item in the bid schedule shall be considered a subsidiary obligation and the responsibility of the bidder and all costs and labor in connection therewith shall be included in the prices for the various items of Work.

Therefore, the Total Bid Price, minus the Force Account, shall be interpreted to cover all Work required by the Contract Documents. The Force Account shall be utilized as a contingency in case of an out-of-scope construction issue and/or change in construction conditions in compliance with Change Order requirements and authorized/approved by the City prior to Force Account work being performed by bidder. Force Account is to be included in the Total Bid Price.

The bidder by submitting bid acknowledges that bidder has had sufficient time to review to their satisfaction all project information contained within the bid documents and the project work locations.

If BIDDER is:

An Individual

By \_\_\_\_\_

(Individual's Name)

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

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

\_\_\_\_\_

Phone No. \_\_\_\_\_

A Partnership

By \_\_\_\_\_

(Firm Name)

\_\_\_\_\_

(General Partner)

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

\_\_\_\_\_

Phone No. \_\_\_\_\_

A Corporation

By \_\_\_\_\_

(Corporation Name)

By \_\_\_\_\_

(Name of Person Authorized to Sign)

---

(Title)

Attest: \_\_\_\_\_

(Secretary)

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

---

Phone No. \_\_\_\_\_

A Joint Venture

By \_\_\_\_\_

(Name)

---

(Address)

By \_\_\_\_\_

(Name)

---

(Address)

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

REFERENCES:

Please list 3 Asphalt Paving job references of similar size and scope to the City of Delta Project.

Reference 1:

Contact Name:

Company Name:

Phone:

Email:

Project Description:

Reference 2:

Contact Name:

Company Name:

Phone:

Email:

Project Description:

Reference 3:

Contact Name:

Company Name:

Phone:

Email:

Project Description:

\*\*\*\*\* **END OF BID FORM** \*\*\*\*\*

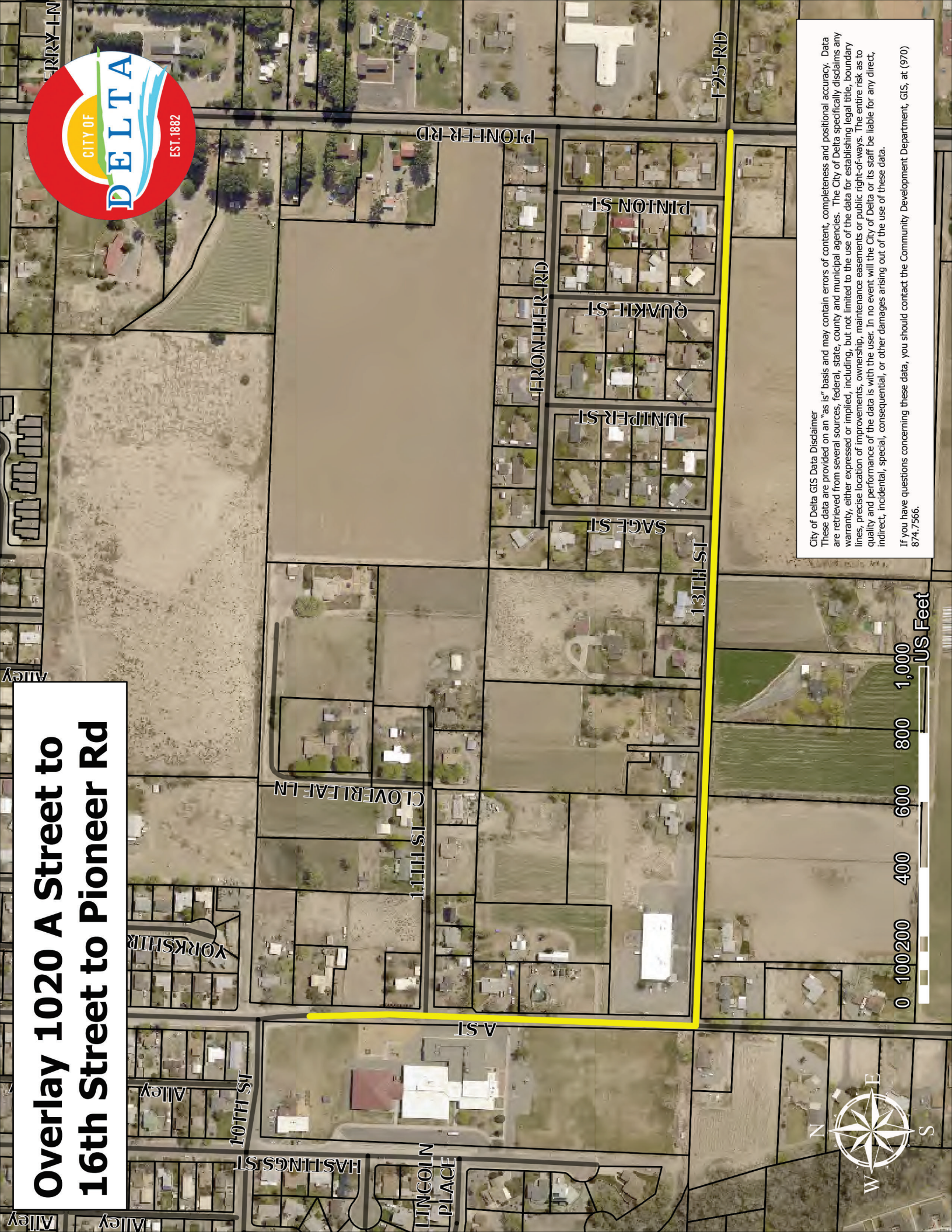
**A STREET/ 16 STREET MILL & OVERLAY PROJECT**

#	DESCRIPTION	QUANTITY	UNIT	UNIT (\$)	TOTAL (\$)
	<b>A St (approx 2,430')</b>				
1	2" Mill (including butt joints)	6,500	SY	\$	-
2	2" Asphalt Overlay w/ Tack Coat	6,500	SY	\$	-
3	Asphalt Leveling Course were needed (assume 20%)	1,300	SY	\$	-
4	Adjust Water Valves if needed	10	EA	\$	-
5	Adjust Manhole Lids if needed	10	EA	\$	-
6	Traffic Control	1	LS	\$	-
7	Mobilization	1	LS	\$	-
8	Sanitary Facilities	1	LS	\$	-
9	Material Testing	1	LS	\$	-
	<b>E. 16th st (approx 2,640')</b>				
1	2" Mill (including butt joints)	7,100	SY	\$	-
2	2" Asphalt Overlay w/ Tack Coat	7,100	SY	\$	-
3	Asphalt Leveling Course were needed (assume 20%)	1,420	SY	\$	-
4	Adjust Water Valves if needed	6	EA	\$	-
5	Adjust Manhole Lids if needed	21	EA	\$	-
6	Traffic Control	1	LS	\$	-
7	Mobilization	1	LS	\$	-
8	Sanitary Facilities	1	LS	\$	-
9	Material Testing	1	LS	\$	-
				<b>TOTAL BID AMOUNT:</b>	<b>\$</b>
					<b>-</b>

ADDITIONAL NOTES					
Assumed asphalt @ 145 lb/CF or 217.5 lb/SY @ 2" thickness					



# Overlay 1020 A Street to 16th Street to Pioneer Rd



City of Delta GIS Data Disclaimer  
These data are provided on an "as is" basis and may contain errors of content, completeness and positional accuracy. Data are retrieved from several sources, federal, state, county and municipal agencies. The City of Delta specifically disclaims any warranty, either expressed or implied, including, but not limited to the use of the data for establishing legal title, boundary lines, precise location of improvements, ownership, maintenance easements or public right-of-ways. The entire risk as to quality and performance of the data is with the user. In no event will the City of Delta or its staff be liable for any direct, indirect, incidental, special, consequential, or other damages arising out of the use of these data.



If you have questions concerning these data, you should contact the Community Development Department, GIS, at (970) 874.7566.





**CITY OF DELTA, COLORADO  
INVITATION FOR BIDS**

**A Street & 16th Street Mill and Overlay**

**Addendum #1 March 22, 2024**

QUESTIONS RECEIVED AND ANSWERS

1. In regards to traffic control, does the area need to be open during milling and paving?

Answer: The area can be closed temporarily and local traffic will be detoured.

2. If the City finds any culverts that need to be replaced, will the City replace them?

Answer: The City will do its best to replace any unsatisfactory culverts prior to the contractor beginning work.

CHANGES TO PROVIDED MATERIALS

1. Revised Bid Tab

THIS ADDENDUM #1 TO THE ABOVE PROJECT.  
INFORMATION CONTAINED IN ADDENDUM #1 SHALL SUPERSEDE ANY  
INFORMATION PRESENTED IN THE IFB AND **SHOULD BE ACKNOWLEDGED IN  
THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #1

**A STREET/ 16 STREET MILL & OVERLAY PROJECT**

#	DESCRIPTION	QUANTITY	UNIT	UNIT (\$)	TOTAL (\$)
<b>A St (approx 2,430')</b>					
1	2" Mill (including butt joints)	6,500	SY		\$ -
2	2" Asphalt Overlay w/ Tack Coat	6,500	SY		\$ -
3	Asphalt Leveling Course where needed (assume 20%)	140	TON		\$ -
4	Adjust Water Valves if needed	10	EA		\$ -
5	Adjust Manhole Lids if needed	10	EA		\$ -
6	Traffic Control	1	LS		\$ -
7	Mobilization	1	LS		\$ -
8	Sanitary Facilities	1	LS		\$ -
9	Material Testing	1	LS		\$ -
<b>E. 16th st (approx 2,640')</b>					
1	2" Mill (including butt joints)	7,100	SY		\$ -
2	2" Asphalt Overlay w/ Tack Coat	7,100	SY		\$ -
3	Asphalt Leveling Course where needed (assume 20%)	154	TON		\$ -
4	Adjust Water Valves if needed	6	EA		\$ -
5	Adjust Manhole Lids if needed	21	EA		\$ -
6	Traffic Control	1	LS		\$ -
7	Mobilization	1	LS		\$ -
8	Sanitary Facilities	1	LS		\$ -
9	Material Testing	1	LS		\$ -
<b>TOTAL</b>				<b>BID AMOUNT:</b>	<b>\$ -</b>

ADDITIONAL NOTES					
Assumed asphalt @ 145 lb/CF or 217.5 lb/SY @ 2" thickness					

A STREET/ 16 STREET MILL & OVERLAY PROJECT					
#	DESCRIPTION	QUANTITY	UNIT	UNIT (\$)	Totals (\$)
<b>A St (approx 2,430')</b>					
1	2" Mill (including butt joints)	6,500	SY	\$ 4.20	\$ 27,300.00
2	2" Asphalt Overlay w/ Tack Coat	6,500	SY	\$ 15.20	\$ 98,800.00
3	Asphalt Leveling Course where needed (assume 20%)	140	TON	\$ 136.00	\$ 19,040.00
4	Adjust Water Valves if needed	10	EA	\$ 86.70	\$ 867.00
5	Adjust Manhole Lids if needed	10	EA	\$ 1,480.00	\$ 14,800.00
6	Traffic Control	1	LS	\$ 12,340.00	\$ 12,340.00
7	Mobilization	1	LS	\$ 20,880.00	\$ 20,880.00
8	Sanitary Facilities	1	LS	\$ 620.00	\$ 620.00
9	Material Testing	1	LS	\$ 7,510.00	\$ 7,510.00
<b>E. 16th st (approx 2,640')</b>					
1	2" Mill (including butt joints)	7,100	SY	\$ 3.95	\$ 28,045.00
2	2" Asphalt Overlay w/ Tack Coat	7,100	SY	\$ 14.70	\$ 104,370.00
3	Asphalt Leveling Course where needed (assume 20%)	154	TON	\$ 137.00	\$ 21,098.00
4	Adjust Water Valves if needed	6	EA	\$ 86.67	\$ 520.00
5	Adjust Manhole Lids if needed	21	EA	\$ 2,100.00	\$ 44,100.00
6	Traffic Control	1	LS	\$ 12,340.00	\$ 12,340.00
7	Mobilization	1	LS	\$ 19,020.00	\$ 19,020.00
8	Sanitary Facilities	1	LS	\$ 620.00	\$ 620.00
9	Material Testing	1	LS	\$ 9,380.00	\$ 9,380.00
			<b>Total Bid Amount:</b>		<b>\$ 441,650.00</b>
<b>ADDITIONAL NOTES</b>					
Assumed asphalt@ 145 lb/CF or 217.5 lb/SY@ 2" thickness					

## BID FORM

### A STREET/ 16TH STREET MILL & OVERLAY PROJECT

**Bid Submission Cut-Off-** March 29, 2024 at 3:00 pm. All bids shall be submitted and stamped at the City of Delta City Hall at 360 Main Street, Delta, CO 81416 or electronically via email to [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net)

**Public Bid Opening-** March 29, 2024 at 3:15 pm at the City of Delta Downstairs Conference Room at Delta City Hall at 360 Main Street, Delta, CO 81416.

The undesigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the City 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 the City'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: 3/25/24                      Number: Addendum 1

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 the cost, progress, performance, or furnishing of the Work.

3) BIDDER has made such examinations, investigations, explorations, tests, and studies that 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.

4) 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.



5) 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.

6) 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 City.

No direct payment will be made for any item not listed as a pay item in the bid; the cost, thereunder, shall be merged with the applicable bid items for which payment is made.

BIDDER acknowledges that the Contract Price is based on the estimated quantities determined by the Bidder, which are approximate and are furnished only for the purpose of estimating probable cost and for comparing Bids offered on the Work. Payment will be based on the unit price per item. Quantities are not guaranteed.

Bidder will complete the work for the price indicated on the Bid Form **titled "A ST/ 16TH ST MILL & OVERLAY PROJECT"**.

BIDDER agrees that the Work for each project will be substantially complete within (90) working days after the date when the project time commences running as provided in Article 2 of the Construction Contract Agreement and completed and ready for final payment within (120) calendar days after the date when the project Time commences running.

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.

**BIDDER INFORMATION HERE:**

Elam Construction  
556 Struthers Ave.  
Grand Junction,  
CO 81501

**A Street Reconstruction Project:**

Name of Contractor: Elam Construction

Total Bid Amount \$ 441,650.00

Total Written Bid Amount: Four hundred forty-one thousand, six hundred fifty

Estimated Start Date: July, 2024

SUBMITTED on March 29, 2024

Bid amount shall include all costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, and tools, and performing all labor and supervision to fully complete the Work. All Work not specifically set forth as a pay item in the bid schedule shall be considered a subsidiary obligation and the responsibility of the bidder and all costs and labor in connection therewith shall be included in the prices for the various items of Work.

Therefore, the Total Bid Price, minus the Force Account, shall be interpreted to cover all Work required by the Contract Documents. The Force Account shall be utilized as a contingency in case of an out-of-scope construction issue and/or change in construction conditions in compliance with Change Order requirements and authorized/approved by the City prior to Force Account work being performed by bidder. Force Account is to be included in the Total Bid Price.

The bidder by submitting bid acknowledges that bidder has had sufficient time to review to their satisfaction all project information contained within the bid documents and the project work locations.

If BIDDER is:

An Individual

By \_\_\_\_\_

(Individual's Name)

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

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

\_\_\_\_\_

Phone No. \_\_\_\_\_

A Partnership

By \_\_\_\_\_

(Firm Name)

\_\_\_\_\_

(General Partner)

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

\_\_\_\_\_

Phone No. \_\_\_\_\_

A Corporation

By Kilgore Contracting \_\_\_\_\_

(Corporation Name)

By Chad Saunders \_\_\_\_\_

(Name of Person Authorized to Sign)

Construction Manager

(Title)

Attest: Crystal Erickson

(Secretary)

Business Address: 7052 West 2100 South Magna,

Utah, 84128

Phone No. 801.250.0132

A Joint Venture

By

(Name)

(Address)

By

(Name)

(Address)

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

REFERENCES:

Please list 3 Asphalt Paving job references of similar size and scope to the City of Delta Project.

Reference 1:

Contact Name: Kenneth Haley

Company Name: City of Grand Junction

Phone: 970.244.1543

Email: kennethh@cjcity.org

Project Description: Mill and Overlay for 30 Road - to included raise and lower water valves and existing manholes; to included striping, traffic control, testing, etc.

Reference 2:

Contact Name: Jesse Nelson

Company Name: Sorter Construction, Inc.

Phone: 970.242.1436

Email:

Project Description: Mill and Overlay 1st and Grand in Clifton, CO. - to include raise/ lower water valves and manholes prior to milling; asphalt overlay, traffic control, testing, striping, etc.

Reference 3:

Contact Name: Mel Frazier - Archway Road , Delta, CO

Company Name:

Phone: 970.783.8168

Email:

Project Description: Mobilization and applied a 3" overlay

\*\*\*\*\* **END OF BID FORM** \*\*\*\*\*





**CITY OF DELTA, COLORADO  
INVITATION FOR BIDS**

**A Street & 16th Street Mill and Overlay**

**Addendum #1 March 22, 2024**

**QUESTIONS RECEIVED AND ANSWERS**

1. In regards to traffic control, does the area need to be open during milling and paving?

Answer: The area can be closed temporarily and local traffic will be detoured.

2. If the City finds any culverts that need to be replaced, will the City replace them?

Answer: The City will do its best to replace any unsatisfactory culverts prior to the contractor beginning work.

**CHANGES TO PROVIDED MATERIALS**

1. Revised Bid Tab

**THIS ADDENDUM #1 TO THE ABOVE PROJECT.  
INFORMATION CONTAINED IN ADDENDUM #1 SHALL SUPERSEDE ANY  
INFORMATION PRESENTED IN THE IFB AND SHOULD BE ACKNOWLEDGED IN  
THE PROPOSAL SUBMITTED BY RESPONDENTS.**

**END OF ADDENDUM #1**

City of Delta  
Administration  
360 Main Street  
Delta, CO 81416



## INVITATION FOR BID

# A Street/ 16th Street Mill & Overlay Project

Issued Date: March 1, 2024

Agent/Contact: Dave Hood, [davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net)

Submissions Must be Received by: March 29, 2024 at 3:00 pm

### Administrative Instructions

The City of Delta is accepting sealed bids for a 2" mill/ overlay with leveling course with build-up patching as needed from approximately 1020 A Street to East 16th Street and Pioneer Rd. Additional projects may be available depending on funding.

Bids shall be submitted in hard copy or electronically to:

Hard Copy: 360 Main Street Delta, CO 81416, Attn: Jolene Nelson

Electronic: [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net)

Bids will be publicly opened at 3:15 pm on March 29, 2024 in the City of Delta Conference Room located on the ground floor of City Hall. Late bids will not be accepted and it is the responsibility of the bidders to ensure that bids (including signed addenda) arrive by 3:00 pm on March 29, 2024.

The complete IFB packet can be downloaded from the City webpage at <https://cityofdelta.net/rfps>. Addenda will be posted to the website and it is the vendor's responsibility to download, review, sign, and include addenda with their bid.

The City reserves the right to amend this IFB by an addendum at any time prior to the date set for receipt of bids. Addenda 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.

## SCOPE OF WORK

The City of Delta is requesting bids from qualified contractors for the A Street Reconstruction project from 1020 A Street to East 16th Street and Pioneer Rd. A map of the project area is included in this invitation for bid. 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 at <https://cityofdelta.net/publicworks-utilities> and the State of Colorado Standard Specifications for Road and Bridge Construction. Additional projects may be available depending on funding.

**Bid Packages**- Available on March 1, 2024, online at the City of Delta RFP web page <https://cityofdelta.net/rfps>.

**Mandatory Pre-Bid Meeting**- March 22, 2024 at 1:00 pm at City of Delta City Hall, Main Street Delta, CO 81416.

**Question Deadline**- March 22, 2024 at 2:00 pm. All questions regarding the meaning or intent of this IFB are to be emailed to Dave Hood, City of Delta Engineer, at [davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net).

**Bid Submission Cut-Off**- March 29, 2024 at 3:00 pm. All bids shall be submitted and stamped at the City of Delta, 360 Main Street Delta, CO 81416, Attn: Jolene Nelson or electronically via email to [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net)

**Public Bid Opening**- March 29, 2024 at 3:15 pm at the City of Delta City Hall Conference Room located at 360 Main Street, Delta, CO 81416.

The Delta 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.

\*\*\*\*\* END OF SCOPE OF WORK \*\*\*\*\*

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to the City of Delta (hereafter "City") by all prospective vendors (hereinafter referred to as "Bidder") regarding City solicitations including but not limited to Invitations to Bid, Requests For Proposals, Requests, for Quotes, and Requests for Qualifications. 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 General Terms and Conditions, shall govern in the interpretation of the plans and specifications.

### Contents of Bid

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect the 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 City Engineer/Project Manager of all conflicts, errors or discrepancies in the Contract Documents. Bidders are responsible for confirming and verifying all project lines, grades, dimensions, specifications, plans, and project areas prior to submitting a bid.

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.

### Clarification and Modification of Bid Solicitation

Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda and posted to the City webpage. Questions must be submitted **in writing** to City Engineer David Hood ([davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net)). Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

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

### Pricing, Collusion, and Taxes

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, removal/demo material disposal/haul off to a separate dumpster or off-site location; miscellaneous equipment; mobilization; as-built drawings; fuel, watchmen, flagmen, and site security; scheduling; small tools; drawings and printing expenses and mailing costs.

The City 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 bid price.

### **Preparation and Submission of Bid**

The Bid Form is included with the Bidding Documents; additional copies may be obtained on the City of Delta website at <http://cityofdelta.net/rfp.html>

NOTE (If applicable): The Bid Tabulation spreadsheet is offered for your convenience only. The contractor is responsible for use and confirmation of any formulae or calculations therein. The submittal may be in PDF format. All tracking of project progress will be through that spreadsheet.

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.

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. All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda, if applicable, (the numbers of which must be filled in on the Bid Form).

The address and telephone number for communications regarding the Bid must be shown.

### **Modification of Withdrawal of Legitimate Offers**

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.

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

No bids may be withdrawn after the opening of bids, without consent of the 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.



## **Evaluation of Offers**

City 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, City reserves the right to reject the Bid of any Bidder if City 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 City. 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.

In evaluating Bids, City 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.

City will 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. The statement shall include equipment and manpower available for utilization on the project. City 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.

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.

## **Award of Contract**

When the City 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 the Owner with the required Bonds. The City shall deliver one fully signed counterpart to the Contractor after approval by City Council at the next regularly scheduled meeting.

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

If the contract is to be awarded, City will give the successful Bidder a Notice of Award within thirty days after the day of the Bid Opening.

When the City 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, Bidder shall sign and deliver the

required number of counterparts of the Agreement and attached documents to the City with the required Bonds. City shall deliver one fully signed counterpart to the Contractor after approval by City Council at the next regularly scheduled meeting.

### **Local Contractor Preference**

Whenever competitive bidding is required by law for any contract involving materials, services and/or labor furnished to the City for which appropriation or expenditure may be reasonably expected not to exceed five hundred thousand dollars (\$500,000) in the aggregate for any fiscal year, preference shall be given to each qualified local business in the manner more particularly described in this Section.

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, maintains a principal place of business located within the City for primary preference, or within Delta County for secondary preference. Businesses which maintain satellite offices within the City shall not be considered local for purposes of this definition.

Notwithstanding other provisions of this Chapter, 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 shall provide the following percentage preferences for local goods and services provided by local vendors when quality, delivery time and services are judged by the Purchasing Agent to be essentially equal: five percent (5%) primary preference for goods/services in the City and two point five percent (2.5%) secondary preference for goods/services in Delta County.

Each otherwise eligible contract bidder must sufficiently demonstrate ownership of a qualified local business in the related bid proposal documents.

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:

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

## SPECIAL CONDITIONS

### Mandatory Pre-Bid Meeting

A Pre-Bid Meeting will be held on March 22, 2024 at 1:00 pm at the City of Delta City Hall, 360 Main Street, Delta Colorado 81416. Participation in the Pre-Bid Meeting is Mandatory to be considered a qualified bidder. Bidders can participate virtually via Google Meet. **The City of Delta is not responsible for any technical issues bidders may have in joining the mandatory Pre-Bid Meeting electronically.** Participation will still be a requirement to be a qualified bidder.

Mandatory Pre-Bid Meeting - A Street/ 16th Street Mill & Overlay Project

Friday, March 22, 2024 at 1:00 pm (MT)

Google Meet joining info

Video call link: <https://meet.google.com/xqm-ksjo-qxo>

Or dial: (US) +1 570-731-0272 PIN: 359 826 033#

### Contact Person

During the course of this invitation process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this invitation with anyone other than the officially designated individual: For this bid, the contact is David Hood, City of Delta Engineer, at [davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net).

### Question Deadline

All questions regarding this IFB shall be directed to the individual listed above in writing. All inquiries shall clearly identify the name of the firm and the authorized representative, and the IFB title. The deadline for receipt of questions from bidders in regard to the IFB is March 22, 2024 at 2:00 pm

Responses will be prepared by the City in an addendum and published on the City of Delta webpage at <https://cityofdelta.net/rfps> under the "A St/ 16th St Mill and Overlay Project". The addendum responses in writing are the only official answers. It is the responsibility of the bidder to be aware of and consult any addenda post for this IFB.

### Submittal Instructions

Bids should be submitted and stamped as received at Delta City Hall at 360 Main Street Delta, CO 81416 or submitted electronically to [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net) by March 29, 2024 at 3:00 pm. Bids shall be submitted at the time and place indicated in this IFB and shall be enclosed in an opaque sealed envelope, marked with the project title "A Street & 16th St Mill and Overlay Project" and the 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 bid submitted electronically must be submitted in PDF format via email attachment to [jolene@cityofdeltanet.net](mailto:jolene@cityofdeltanet.net). The subject line must state "BID ENCLOSED A St/ 16th St Mill & Overlay Project." **DO NOT** include any bid information in the body of the email. The first page of the attachment should state the project title and name and address of the bidder. The next page should state "BID ENCLOSED" and then be followed by required bidding documents. Bids will be publicly opened in the City Hall Downstairs Conference Room on March 29, 2024 at 3:15 pm. Any submission received after the advertised Bid Opening shall be returned unopened to the sender. Electronically submitted Bids will be opened electronically at the bid opening.

The submitted bid should include the following:

- Request to Bid
- Scope of Work
- General Terms and Conditions
- Special Conditions
- Construction Contract & Bid Tabs
- Bid Form
- Addendum (If applicable) – Obtained from RFP web page: <http://cityofdeltanet.net/rfp.html>

For each project, the Contract Time for substantial completion of all required work shall be **90 calendar days** from the date the Notice To Proceed is signed by the City of Delta. The Work to be performed under this Contract shall be commenced as per dates in the Notice to Proceed and completed no later than **120 calendar days** from Notice to Proceed.

#### **Project Standard Specifications**

Methods, materials, and procedures shall follow Colorado Department of Transportation (CDOT) standard specification book sections 400, 702 and associated sections of the Standard Specifications for Road and Bridge Construction, latest edition, and the City of Delta Standard Specifications for the Design and Construction of Public Improvements.

CDOT Standard Specifications for Road and Bridge Construction Section- Section 400 shall govern asphalt paving.

## CONSTRUCTION CONTRACT AGREEMENT

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

A Street/ 16th Street Mill & Overlay Project

The Owner's Representative (OR) is:

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 A Street/ 16th Street Mill & Overlay Project

### ARTICLE 2

#### **TIME OF COMMENCEMENT AND COMPLETION:**

The Work to be performed under this Contract shall be substantially complete by \_\_\_\_\_ and completed and ready for final payment by \_\_\_\_\_

### 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.

The Contract Sum price of the Base Bid Contract is: \$ \_\_\_\_\_

The Contract Sum price of the Bid Alternate A Contract is \$ \_\_\_\_\_

The Contract Sum price of the Bid Alternate B Contract is: \$ \_\_\_\_\_

The Contract Sum price of the Bid Alternate C Contract is: \$ \_\_\_\_\_

- 3.2 The contract shall be paid based on actual work performed in accordance with the Unit Rates specified in the contract bid form/bid tabulation, a copy of which has been attached to this agreement. All items on the bid tabulation 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



## CONTRACT DOCUMENTS

- 7.1 The Contract Documents consist of this Agreement (which includes the General Conditions), Special Conditions, the Drawings, the Technical 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/herself 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/her 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 s/he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

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

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.

- 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 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 if 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.



related to this construction will be paid by the Contractor.

#### 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 without the written consent of the Owner. 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

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

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

\*\*\*\*\* *END OF CONSTRUCTION CONTRACT* \*\*\*\*\*



2273 River Road  
Grand Junction, CO 81505  
(970) 243-4900

210 Road 390  
Farmington, NM 87401  
(505) 324-3900

14802 W. 44<sup>th</sup> Ave  
Golden, CO 80403  
(303) 279-6611

[www.united-gj.com](http://www.united-gj.com)  
[www.fourcornersmaterials.com](http://www.fourcornersmaterials.com)

**A & 16<sup>th</sup> Street Mill & Overlay Project – City of Delta**

**Rod Watson**

**Estimator/Project Manager**

**Oldcastle SW Group Inc. dba United Companies**

**2273 River Road,  
Grand Junction, Colorado,  
81505**



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# Bid Enclosed

**A STREET/ 16 STREET MILL & OVERLAY PROJECT**

#	DESCRIPTION	QUANTITY	UNIT	UNIT (\$)	TOTAL (\$)
<b>A St (approx 2,430')</b>					
1	2" Mill (including butt joints)	6,500	SY	3.30	\$ 21,450.00 -
2	2" Asphalt Overlay w/ Tack Coat	6,500	SY	14.50	\$ 94,250.00 -
3	Asphalt Leveling Course where needed (assume 20%)	140	TON	150.00	\$ 21,000.00 -
4	Adjust Water Valves if needed	10	EA	200.00	\$ 2,000.00 -
5	Adjust Manhole Lids if needed	10	EA	1,375.00	\$ 13,750.00 -
6	Traffic Control	1	LS	11,500.00	\$ 11,500.00 -
7	Mobilization	1	LS	14,500.00	\$ 14,500.00 -
8	Sanitary Facilities	1	LS	150.00	\$ 150.00 -
9	Material Testing	1	LS	2,000.00	\$ 2,000.00
<b>E. 16th st (approx 2,640')</b>					
1	2" Mill (including butt joints)	7,100	SY	3.10	\$ 22,010.00 -
2	2" Asphalt Overlay w/ Tack Coat	7,100	SY	14.60	\$ 103,660.00 -
3	Asphalt Leveling Course where needed (assume 20%)	154	TON	150.00	\$ 23,100.00 -
4	Adjust Water Valves if needed	6	EA	230.00	\$ 1,380.00 -
5	Adjust Manhole Lids if needed	21	EA	1,400.00	\$ 29,400.00 -
6	Traffic Control	1	LS	14,000.00	\$ 14,000.00 -
7	Mobilization	1	LS	18,500.00	\$ 18,500.00 -
8	Sanitary Facilities	1	LS	150.00	\$ 150.00 -
9	Material Testing	1	LS	2,000.00	\$ 2,000.00
<b>TOTAL BID AMOUNT: \$</b>					<b>394,800.00 -</b>

ADDITIONAL NOTES					
Assumed asphalt @ 145 lbs/CF or 217.5 lbs/SY @ 2" thickness					



## **GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions apply to all offers made to the City of Delta (hereafter "City") by all prospective vendors (hereinafter referred to as "Bidder") regarding City solicitations including but not limited to Invitations to Bid, Requests For Proposals, Requests for Quotes, and Requests for Qualifications. 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 General Terms and Conditions, shall govern in the interpretation of the plans and specifications.

### **Contents of Bid**

It is the responsibility of each Bidder **before** submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect the 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 City Engineer/Project Manager of all conflicts, errors or discrepancies in the Contract Documents. Bidders are responsible for confirming and verifying all project lines, grades, dimensions, specifications, plans, and project areas **prior** to submitting a bid.

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.

### **Clarification and Modification of Bid Solicitation**

Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda and posted to the City webpage. Questions must be submitted **in writing** to City Engineer David Hood ([davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net)). Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

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

### **Pricing, Collusion, and Taxes**

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, removal/demo material disposal/haul off to a separate dumpster or off-site location; miscellaneous equipment; mobilization; as-built drawings; fuel, watchmen, flagmen, and site security; scheduling; small tools; drawings and printing expenses and mailing costs.

The City 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 bid price.

### **Preparation and Submission of Bid**

The Bid Form is included with the Bidding Documents; additional copies may be obtained on the City of Delta website at <http://cityofdeltanet.net/rfp.html>

NOTE (If applicable): The Bid Tabulation spreadsheet is offered for your convenience only. The contractor is responsible for use and confirmation of any formulae or calculations therein. The submittal may be in PDF format. All tracking of project progress will be through that spreadsheet.

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.

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. All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda, if applicable, (the numbers of which must be filled in on the Bid Form).

The address and telephone number for communications regarding the Bid must be shown.

### **Modification of Withdrawal of Legitimate Offers**

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.

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

No bids may be withdrawn after the opening of bids, without consent of the 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.

## **Evaluation of Offers**

City 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, City reserves the right to reject the Bid of any Bidder if City 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 City. 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.

In evaluating Bids, City 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.

City will 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. The statement shall include equipment and manpower available for utilization on the project. City 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.

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.

## **Award of Contract**

When the City 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 the Owner with the required Bonds. The City shall deliver one fully signed counterpart to the Contractor after approval by City Council at the next regularly scheduled meeting.

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

If the contract is to be awarded, City will give the successful Bidder a Notice of Award within thirty days after the day of the Bid Opening.

When the City 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, Bidder shall sign and deliver the

required number of counterparts of the Agreement and attached documents to the City with the required Bonds. City shall deliver one fully signed counterpart to the Contractor after approval by City Council at the next regularly scheduled meeting.

### **Local Contractor Preference**

Whenever competitive bidding is required by law for any contract involving materials, services and/or labor furnished to the City for which appropriation or expenditure may be reasonably expected not to exceed five hundred thousand dollars (\$500,000) in the aggregate for any fiscal year, preference shall be given to each qualified local business in the manner more particularly described in this Section.

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, maintains a principal place of business located within the City for primary preference, or within Delta County for secondary preference. Businesses which maintain satellite offices within the City shall not be considered local for purposes of this definition.

Notwithstanding other provisions of this Chapter, 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 shall provide the following percentage preferences for local goods and services provided by local vendors when quality, delivery time and services are judged by the Purchasing Agent to be essentially equal: five percent (5%) primary preference for goods/services in the City and two point five percent (2.5%) secondary preference for goods/services in Delta County.

Each otherwise eligible contract bidder must sufficiently demonstrate ownership of a qualified local business in the related bid proposal documents.

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:

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

## **SPECIAL CONDITIONS**

### **Mandatory Pre-Bid Meeting**

A Pre-Bid Meeting will be held on March 22, 2024 at 1:00 pm at the City of Delta City Hall, 360 Main Street, Delta Colorado 81416. Participation in the Pre-Bid Meeting is Mandatory to be considered a qualified bidder. Bidders can participate virtually via Google Meet. **The City of Delta is not responsible for any technical issues bidders may have in joining the mandatory Pre-Bid Meeting electronically.** Participation will still be a requirement to be a qualified bidder.

Mandatory Pre-Bid Meeting - A Street/ 16th Street Mill & Overlay Project

Friday, March 22, 2024 at 1:00 pm (MT)

Google Meet joining info

Video call link: <https://meet.google.com/xqm-ksjo-qxo>

Or dial: (US) +1 570-731-0272 PIN: 359 826 033#

### **Contact Person**

During the course of this invitation process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this invitation with anyone other than the officially designated individual: For this bid, the contact is David Hood, City of Delta Engineer, at [davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net).

### **Question Deadline**

All questions regarding this IFB shall be directed to the individual listed above in writing. All inquiries shall clearly identify the name of the firm and the authorized representative, and the IFB title. The deadline for receipt of questions from bidders in regard to the IFB is March 22, 2024 at 2:00 pm

Responses will be prepared by the City in an addendum and published on the City of Delta webpage at <https://cityofdelta.net/rfps> under the "A St/ 16th St Mill and Overlay Project". The addendum responses in writing are the only official answers. It is the responsibility of the bidder to be aware of and consult any addenda post for this IFB.

### **Submittal Instructions**

Bids should be submitted and stamped as received at Delta City Hall at 360 Main Street Delta, CO 81416 or submitted electronically to [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net) by March 29, 2024 at 3:00 pm. Bids shall be submitted at the time and place indicated in this IFB and shall be enclosed in an opaque sealed envelope, marked with the project title "A Street & 16th St Mill and Overlay Project" and the 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 bid submitted electronically must be submitted in PDF format via email attachment to [jolene@cityofdeltanet](mailto:jolene@cityofdeltanet). The subject line must state "BID ENCLOSED A St/ 16th St Mill & Overlay Project." **DO NOT** include any bid information in the body of the email. The first page of the attachment should state the project title and name and address of the bidder. The next page should state "BID ENCLOSED" and then be followed by required bidding documents. Bids will be publicly opened in the City Hall Downstairs Conference Room on March 29, 2024 at 3:15 pm. Any submission received after the advertised Bid Opening shall be returned unopened to the sender. Electronically submitted Bids will be opened electronically at the bid opening.

The submitted bid should include the following:

- Request to Bid
- Scope of Work
- General Terms and Conditions
- Special Conditions
- Construction Contract & Bid Tabs
- Bid Form
- Addendum (If applicable) – Obtained from RFP web page: <http://cityofdeltanet/rfp.html>

For each project, the Contract Time for substantial completion of all required work shall be **90 calendar days** from the date the Notice To Proceed is signed by the City of Delta. The Work to be performed under this Contract shall be commenced as per dates in the Notice to Proceed and completed no later than **120 calendar days** from Notice to Proceed.

#### **Project Standard Specifications**

Methods, materials, and procedures shall follow Colorado Department of Transportation (CDOT) standard specification book sections 400, 702 and associated sections of the Standard Specifications for Road and Bridge Construction, latest edition, and the City of Delta Standard Specifications for the Design and Construction of Public Improvements.

CDOT Standard Specifications for Road and Bridge Construction Section- Section 400 shall govern asphalt paving.

## BID FORM

### A STREET/ 16TH STREET MILL & OVERLAY PROJECT

**Bid Submission Cut-Off-** March 29, 2024 at 3:00 pm. All bids shall be submitted and stamped at the City of Delta City Hall at 360 Main Street, Delta, CO 81416 or electronically via email to [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net)

**Public Bid Opening-** March 29, 2024 at 3:15 pm at the City of Delta Downstairs Conference Room at Delta City Hall at 360 Main Street, Delta, CO 81416.

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the City 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 the City'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: March 22, 2024 Number: 1



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 the cost, progress, performance, or furnishing of the Work.

3) BIDDER has made such examinations, investigations, explorations, tests, and studies that 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.

4) 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.

5) 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.

6) 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 City.

No direct payment will be made for any item not listed as a pay item in the bid; the cost, thereunder, shall be merged with the applicable bid items for which payment is made.

BIDDER acknowledges that the Contract Price is based on the estimated quantities determined by the Bidder, which are approximate and are furnished only for the purpose of estimating probable cost and for comparing Bids offered on the Work. Payment will be based on the unit price per item. Quantities are not guaranteed.

Bidder will complete the work for the price indicated on the Bid Form **titled "A ST/ 16TH ST MILL & OVERLAY PROJECT"**.

BIDDER agrees that the Work for each project will be substantially complete within (90) working days after the date when the project time commences running as provided in Article 2 of the Construction Contract Agreement and completed and ready for final payment within (120) calendar days after the date when the project Time commences running.

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.

**BIDDER INFORMATION HERE:**

**A Street Reconstruction Project:**

Name of Contractor: Oldcastle SW Group, Inc. dba United Companies

Total Bid Amount \$

Total Written Bid Amount:

Estimated Start Date:

SUBMITTED on March 29, 2024

Bid amount shall include all costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, and tools, and performing all labor and supervision to fully complete the Work. All Work not specifically set forth as a pay item in the bid schedule shall be considered a subsidiary obligation and the responsibility of the bidder and all costs and labor in connection therewith shall be included in the prices for the various items of Work.

Therefore, the Total Bid Price, minus the Force Account, shall be interpreted to cover all Work required by the Contract Documents. The Force Account shall be utilized as a contingency in case of an out-of-scope construction issue and/or change in construction conditions in compliance with Change Order requirements and authorized/approved by the City prior to Force Account work being performed by bidder. Force Account is to be included in the Total Bid Price.

The bidder by submitting bid acknowledges that bidder has had sufficient time to review to their satisfaction all project information contained within the bid documents and the project work locations.

If BIDDER is:

An Individual

By \_\_\_\_\_

(Individual's Name)

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

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

\_\_\_\_\_

Phone No. \_\_\_\_\_

A Partnership

By \_\_\_\_\_

(Firm Name)

\_\_\_\_\_

(General Partner)

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

\_\_\_\_\_

Phone No. \_\_\_\_\_

A Corporation

By Oldcastle SW Group, Inc. dba United Companies

(Corporation Name)

By *Ilana Overmeyer*

Ilana Overmeyer

(Name of Person Authorized to Sign)





Secretary \_\_\_\_\_

(Title)

Attest:  \_\_\_\_\_

Thomas Feil, Assistant Secretary

(Secretary)

Business Address: 2273 River Road, Grand Junction, CO 81505

Phone No. 970-243-4900

A Joint Venture

By \_\_\_\_\_

(Name)

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

By \_\_\_\_\_

(Name)

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

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

REFERENCES:

Please list 3 Asphalt Paving job references of similar size and scope to the City of Delta Project.

Reference 1: 2023 Mesa County Overlays Project

Contact Name: Matt Nichols

Company Name: Mesa County

Phone: 970-244-1673

Email: matthew.nichols@mesacounty.us

Project Description: HMA, prime coat, milling, pavement marking, MH & WV adjustment, traffic control, and mobilization

Reference 2: Montrose County 2023 Asphalt Paving Project

Contact Name: Keith Laube, Public Works Director

Company Name: Montrose County Public Works

Phone: 970-252-7000

Email: klaube@montrosecounty.net

Project Description: HMA overlay, HMA mill & fill, pavement marking, class 6 ABC, tack coat, traffic control, and mobilization.

Reference 3: 2022 Mesa County Overlays Project

Contact Name: Matt Nichols

Company Name: Mesa County

Phone: 970-244-1673

Email: matthew.nichols@mesacounty.us

Project Description: HMA, prime coat, milling, fabric, shoulder gravel, MH & WV adjustment, traffic control, intersection reconstruction, and mobilization

\*\*\*\*\* **END OF BID FORM** \*\*\*\*\*



# Fidelity and Deposit Company of Maryland

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **Oldcastle SW Group, Inc., dba United Companies of Mesa County**, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation duly organized under the laws of the State of Illinois, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto **City of Delta, Colorado** as Obligee, (hereinafter called the "Obligee"), in the sum of **FIVE PERCENT OF TOTAL AMOUNT BID** Dollars (**\$5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **A Street/16<sup>th</sup> Street Mill & Overlay Project**.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **29th** day of **March** A.D. **2024**.

Oldcastle SW Group, Inc., dba United Companies  
of Mesa County

By *Ilana Overmeyer*  
Ilana Overmeyer, Secretary



*Thomas Feil*  
Thomas Feil *Witness*

*Sona VanHorn*  
SonaVanHorn *Witness*

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By *Amy LeMoine* *Surety* (SEAL)  
Amy LeMoine, Attorney in Fact

C325-150M,

Approved by The American Institute of Architects,  
A.I.A. Document No. A-310 February 1970 Edition.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Kyle ALPHA, Debbie ELLIOTT, Janel TANNER, Jeffrey KELLER, Greg WHITE, Amy LeMOINE, all of Grand Junction, Colorado**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bid bonds issued on behalf of **Oldcastle SW Group, Inc., Oldcastle SW Group, Inc. dba United Companies, Oldcastle SW Group, Inc. dba Telluride Gravel and Oldcastle SW Group, Inc. dba APC Construction Co., each with a penalty not to exceed the sum of \$1,000,000**, and the execution of such bid bonds in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of January A.D. 2024.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

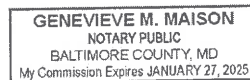
By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 14th day of January, A.D. 2024 before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29th day of March, 2024.



A handwritten signature in cursive script that reads 'Mary Jean Pethick'.

Mary Jean Pethick, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)





**CITY OF DELTA, COLORADO  
INVITATION FOR BIDS**

**A Street & 16th Street Mill and Overlay**

**Addendum #1 March 22, 2024**

**QUESTIONS RECEIVED AND ANSWERS**

1. In regards to traffic control, does the area need to be open during milling and paving?

Answer: The area can be closed temporarily and local traffic will be detoured.

2. If the City finds any culverts that need to be replaced, will the City replace them?

Answer: The City will do its best to replace any unsatisfactory culverts prior to the contractor beginning work.

**CHANGES TO PROVIDED MATERIALS**

1. Revised Bid Tab

**THIS ADDENDUM #1 TO THE ABOVE PROJECT.  
INFORMATION CONTAINED IN ADDENDUM #1 SHALL SUPERSEDE ANY  
INFORMATION PRESENTED IN THE IFB AND SHOULD BE ACKNOWLEDGED IN  
THE PROPOSAL SUBMITTED BY RESPONDENTS.**

**END OF ADDENDUM #1**

# 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:

A Street/ 16th Street Mill & Overlay Project

The Owner's Representative (OR) is:

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 A Street/ 16th Street Mill & Overlay Project

## ARTICLE 2 TIME OF COMMENCEMENT AND COMPLETION:

The Work to be performed under this Contract shall be substantially complete by \_\_\_\_\_ and completed and ready for final payment by \_\_\_\_\_

## 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.

The Contract Sum price of the Base Bid Contract is: \$ \_\_\_\_\_  
The Contract Sum price of the Bid Alternate A Contract is \$ \_\_\_\_\_  
The Contract Sum price of the Bid Alternate B Contract is: \$ \_\_\_\_\_  
The Contract Sum price of the Bid Alternate C Contract is: \$ \_\_\_\_\_

- 3.2 The contract shall be paid based on actual work performed in accordance with the Unit Rates specified in the contract bid form/bid tabulation, a copy of which has been attached to this agreement. All items on the bid tabulation 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

tabulation, 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)
- Notice of Award
- 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 Technical 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/herself 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/her 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 s/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. S/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		
		Increase per each additional _____ Contract Amount or part thereof over
	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 \$424,000 per person for a single occurrence, \$1,195,000 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 \$\_\_\_\_\_ per person, \$300,000.00 per occurrence for bodily injury and \$\_\_\_\_\_ for 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
- \_\_\_\_\_

18.2.2. 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. Contractor shall notify Owner or OR of any claims made on the above insurance policies for any other Contractor project.

**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 if 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 City will not pay for defective Work and will not pay for repair or additional Work required to bring the project to a point of acceptance. Possible Work adjustments shall be at the sole discretion of the City. The City may require such items of Work to be removed and replaced. Adjusted Work may be adjusted per the Contractor unit costs.

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.

**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. Fees for permits and inspections directly

related to this construction will be paid by the Contractor.

## 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 without the written consent of the Owner. 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.

25.9 Nothing herein shall be construed as a waiver, or partial waiver, by the Owner of any portion of the Colorado Governmental Immunity Act ("CGIA"), C.R.S. § 24-10-101 *et seq.*

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.

**CONSTRUCTION CONTRACT AGREEMENT SIGNATURE SECTION**

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

OWNER:

**CITY OF DELTA**

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

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

**CONTRACTOR:**

\_\_\_\_\_



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

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

\*\*\*\*\* *END OF CONSTRUCTION CONTRACT* \*\*\*\*\*

A St. / 16th St. Mill & Overlay Project

MARTIN PAVING COMPANY  
2536 RIMROCK AVE SUITE 400-374  
GRAND JUNCTION, CO 81505

BID ENCLOSED

City of Delta  
Administration  
360 Main Street  
Delta, CO 81416



## INVITATION FOR BID

# A Street/ 16th Street Mill & Overlay Project

Issued Date: March 1, 2024

Agent/Contact: Dave Hood, [davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net)

Submissions Must be Received by: March 29, 2024 at 3:00 pm

### **Administrative Instructions**

The City of Delta is accepting sealed bids for a 2" mill/ overlay with leveling course with build-up patching as needed from approximately 1020 A Street to East 16th Street and Pioneer Rd. Additional projects may be available depending on funding.

Bids shall be submitted in hard copy or electronically to:

Hard Copy: 360 Main Street Delta, CO 81416, Attn: Jolene Nelson

Electronic: [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net)

Bids will be publicly opened at 3:15 pm on March 29, 2024 in the City of Delta Conference Room located on the ground floor of City Hall. Late bids will not be accepted and it is the responsibility of the bidders to ensure that bids (including signed addenda) arrive by 3:00 pm on March 29, 2024.

The complete IFB packet can be downloaded from the City webpage at <https://cityofdelta.net/rfps>. Addenda will be posted to the website and it is the vendor's responsibility to download, review, sign, and include addenda with their bid.

The City reserves the right to amend this IFB by an addendum at any time prior to the date set for receipt of bids. Addenda 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.

## SCOPE OF WORK

The City of Delta is requesting bids from qualified contractors for the A Street Reconstruction project from 1020 A Street to East 16th Street and Pioneer Rd. A map of the project area is included in this invitation for bid. 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 at <https://cityofdelta.net/publicworks-utilities> and the State of Colorado Standard Specifications for Road and Bridge Construction. Additional projects may be available depending on funding.

**Bid Packages**- Available on March 1, 2024, online at the City of Delta RFP web page <https://cityofdelta.net/rfps>.

**Mandatory Pre-Bid Meeting**- March 22, 2024 at 1:00 pm at City of Delta City Hall, Main Street Delta, CO 81416.

**Question Deadline**- March 22, 2024 at 2:00 pm. All questions regarding the meaning or intent of this IFB are to be emailed to Dave Hood, City of Delta Engineer, at [davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net).

**Bid Submission Cut-Off**- March 29, 2024 at 3:00 pm. All bids shall be submitted and stamped at the City of Delta, 360 Main Street Delta, CO 81416, Attn: Jolene Nelson or electronically via email to [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net)

**Public Bid Opening**- March 29, 2024 at 3:15 pm at the City of Delta City Hall Conference Room located at 360 Main Street, Delta, CO 81416.

The Delta 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.

\*\*\*\*\* END OF SCOPE OF WORK \*\*\*\*\*



## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to the City of Delta (hereafter "City") by all prospective vendors (hereinafter referred to as "Bidder") regarding City solicitations including but not limited to Invitations to Bid, Requests For Proposals, Requests, for Quotes, and Requests for Qualifications. 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 General Terms and Conditions, shall govern in the interpretation of the plans and specifications.

### **Contents of Bid**

It is the responsibility of each Bidder **before** submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect the 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 City Engineer/Project Manager of all conflicts, errors or discrepancies in the Contract Documents. Bidders are responsible for confirming and verifying all project lines, grades, dimensions, specifications, plans, and project areas **prior** to submitting a bid.

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.

### **Clarification and Modification of Bid Solicitation**

Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda and posted to the City webpage. Questions must be submitted **in writing** to City Engineer David Hood ([davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net)). Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

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

### **Pricing, Collusion, and Taxes**

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, removal/demo material disposal/haul off to a separate dumpster or off-site location; miscellaneous equipment; mobilization; as-built drawings; fuel, watchmen, flagmen, and site security; scheduling; small tools; drawings and printing expenses and mailing costs.

The City 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 bid price.

### **Preparation and Submission of Bid**

The Bid Form is included with the Bidding Documents; additional copies may be obtained on the City of Delta website at <http://cityofdelta.net/rfp.html>

NOTE (If applicable): The Bid Tabulation spreadsheet is offered for your convenience only. The contractor is responsible for use and confirmation of any formulae or calculations therein. The submittal may be in PDF format. All tracking of project progress will be through that spreadsheet.

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.

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. All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda, if applicable, (the numbers of which must be filled in on the Bid Form).

The address and telephone number for communications regarding the Bid must be shown.

### **Modification of Withdrawal of Legitimate Offers**

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.

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

No bids may be withdrawn after the opening of bids, without consent of the 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.



## **Evaluation of Offers**

City 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, City reserves the right to reject the Bid of any Bidder if City 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 City. 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.

In evaluating Bids, City 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.

City will 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. The statement shall include equipment and manpower available for utilization on the project. City 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.

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.

## **Award of Contract**

When the City 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 the Owner with the required Bonds. The City shall deliver one fully signed counterpart to the Contractor after approval by City Council at the next regularly scheduled meeting.

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

If the contract is to be awarded, City will give the successful Bidder a Notice of Award within thirty days after the day of the Bid Opening.

When the City 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, Bidder shall sign and deliver the

required number of counterparts of the Agreement and attached documents to the City with the required Bonds. City shall deliver one fully signed counterpart to the Contractor after approval by City Council at the next regularly scheduled meeting.

### **Local Contractor Preference**

Whenever competitive bidding is required by law for any contract involving materials, services and/or labor furnished to the City for which appropriation or expenditure may be reasonably expected not to exceed five hundred thousand dollars (\$500,000) in the aggregate for any fiscal year, preference shall be given to each qualified local business in the manner more particularly described in this Section.

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, maintains a principal place of business located within the City for primary preference, or within Delta County for secondary preference. Businesses which maintain satellite offices within the City shall not be considered local for purposes of this definition.

Notwithstanding other provisions of this Chapter, 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 shall provide the following percentage preferences for local goods and services provided by local vendors when quality, delivery time and services are judged by the Purchasing Agent to be essentially equal: five percent (5%) primary preference for goods/services in the City and two point five percent (2.5%) secondary preference for goods/services in Delta County.

Each otherwise eligible contract bidder must sufficiently demonstrate ownership of a qualified local business in the related bid proposal documents.

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:

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



## **SPECIAL CONDITIONS**

### **Mandatory Pre-Bid Meeting**

A Pre-Bid Meeting will be held on March 22, 2024 at 1:00 pm at the City of Delta City Hall, 360 Main Street, Delta Colorado 81416. Participation in the Pre-Bid Meeting is Mandatory to be considered a qualified bidder. Bidders can participate virtually via Google Meet. **The City of Delta is not responsible for any technical issues bidders may have in joining the mandatory Pre-Bid Meeting electronically.** Participation will still be a requirement to be a qualified bidder.

Mandatory Pre-Bid Meeting - A Street/ 16th Street Mill & Overlay Project

Friday, March 22, 2024 at 1:00 pm (MT)

Google Meet joining info

Video call link: <https://meet.google.com/xqm-ksjo-qxo>

Or dial: (US) +1 570-731-0272 PIN: 359 826 033#

### **Contact Person**

During the course of this invitation process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this invitation with anyone other than the officially designated individual: For this bid, the contact is David Hood, City of Delta Engineer, at [davidhood@cityofdelta.net](mailto:davidhood@cityofdelta.net).

### **Question Deadline**

All questions regarding this IFB shall be directed to the individual listed above in writing. All inquiries shall clearly identify the name of the firm and the authorized representative, and the IFB title. The deadline for receipt of questions from bidders in regard to the IFB is March 22, 2024 at 2:00 pm

Responses will be prepared by the City in an addendum and published on the City of Delta webpage at <https://cityofdelta.net/rfps> under the "A St/ 16th St Mill and Overlay Project". The addendum responses in writing are the only official answers. It is the responsibility of the bidder to be aware of and consult any addenda post for this IFB.

### **Submittal Instructions**

Bids should be submitted and stamped as received at Delta City Hall at 360 Main Street Delta, CO 81416 or submitted electronically to [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net) by March 29, 2024 at 3:00 pm. Bids shall be submitted at the time and place indicated in this IFB and shall be enclosed in an opaque sealed envelope, marked with the project title "A Street & 16th St Mill and Overlay Project" and the 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 bid submitted electronically must be submitted in PDF format via email attachment to [jolene@cityofdeltanet](mailto:jolene@cityofdeltanet). The subject line must state "BID ENCLOSED A St/ 16th St Mill & Overlay Project." **DO NOT** include any bid information in the body of the email. The first page of the attachment should state the project title and name and address of the bidder. The next page should state "BID ENCLOSED" and then be followed by required bidding documents. Bids will be publicly opened in the City Hall Downstairs Conference Room on March 29, 2024 at 3:15 pm. Any submission received after the advertised Bid Opening shall be returned unopened to the sender. Electronically submitted Bids will be opened electronically at the bid opening.

The submitted bid should include the following:

- Request to Bid
- Scope of Work
- General Terms and Conditions
- Special Conditions
- Construction Contract & Bid Tabs
- Bid Form
- Addendum (If applicable) – Obtained from RFP web page: <http://cityofdeltanet/rfp.html>

For each project, the Contract Time for substantial completion of all required work shall be **90 calendar days** from the date the Notice To Proceed is signed by the City of Delta. The Work to be performed under this Contract shall be commenced as per dates in the Notice to Proceed and completed no later than **120 calendar days** from Notice to Proceed.

### **Project Standard Specifications**

Methods, materials, and procedures shall follow Colorado Department of Transportation (CDOT) standard specification book sections 400, 702 and associated sections of the Standard Specifications for Road and Bridge Construction, latest edition, and the City of Delta Standard Specifications for the Design and Construction of Public Improvements.

CDOT Standard Specifications for Road and Bridge Construction Section- Section 400 shall govern asphalt paving.

# CONSTRUCTION CONTRACT AGREEMENT

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

A Street/ 16th Street Mill & Overlay Project

The Owner's Representative (OR) is:

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 A Street/ 16th Street Mill & Overlay Project

## ARTICLE 2 TIME OF COMMENCEMENT AND COMPLETION:

The Work to be performed under this Contract shall be substantially complete by \_\_\_\_\_ and completed and ready for final payment by \_\_\_\_\_

## 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.

The Contract Sum price of the Base Bid Contract is: \$ \_\_\_\_\_  
The Contract Sum price of the Bid Alternate A Contract is: \$ \_\_\_\_\_  
The Contract Sum price of the Bid Alternate B Contract is: \$ \_\_\_\_\_  
The Contract Sum price of the Bid Alternate C Contract is: \$ \_\_\_\_\_

- 3.2 The contract shall be paid based on actual work performed in accordance with the Unit Rates specified in the contract bid form/bid tabulation, a copy of which has been attached to this agreement. All items on the bid tabulation 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

tabulation, 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)
- Notice of Award
- 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 Technical 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/herself 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/her 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 s/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. S/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.





- 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 \$424,000 per person for a single occurrence, \$1,195,000 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 \$\_\_\_\_\_ per person, \$300,000.00 per occurrence for bodily injury and \$\_\_\_\_\_ for 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
- \_\_\_\_\_

18.2.2. 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. Contractor shall notify Owner or OR of any claims made on the above insurance policies for any other Contractor project.

**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 City will not pay for defective Work and will not pay for repair or additional Work required to bring the project to a point of acceptance. Possible Work adjustments shall be at the sole discretion of the City. The City may require such items of Work to be removed and replaced. Adjusted Work may be adjusted per the Contractor unit costs.

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.

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. Fees for permits and inspections directly



related to this construction will be paid by the Contractor.

## 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 without the written consent of the Owner. 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.

25.9 Nothing herein shall be construed as a waiver, or partial waiver, by the Owner of any portion of the Colorado Governmental Immunity Act ("CGIA"), C.R.S. § 24-10-101 *et seq.*

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.

**CONSTRUCTION CONTRACT AGREEMENT SIGNATURE SECTION**

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

OWNER:

**CITY OF DELTA**

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

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

**CONTRACTOR:**

\_\_\_\_\_



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

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

\*\*\*\*\* *END OF CONSTRUCTION CONTRACT* \*\*\*\*\*

**A STREET/ 16 STREET MILL & OVERLAY PROJECT**

#	DESCRIPTION	QUANTITY	UNIT	UNIT (\$)	TOTAL (\$)
<b>A St (approx 2,430')</b>					
1	2" Mill (including butt joints)	6,500	SY	1.3	\$ 8450
2	2" Asphalt Overlay w/ Tack Coat	6,500	SY	18.4	\$ 119600
3	Asphalt Leveling Course where needed (assume 20%)	140	TON	165	\$ 23100
4	Adjust Water Valves if needed	10	EA	95	\$ 950
5	Adjust Manhole Lids if needed	10	EA	800	\$ 8000
6	Traffic Control	1	LS	8800	\$ 8800
7	Mobilization	1	LS	1500	\$ 1500
8	Sanitary Facilities	1	LS	250	\$ 250
9	Material Testing	1	LS	3500	\$ 3500
<b>E. 16th st (approx 2,640')</b>					
1	2" Mill (including butt joints)	7,100	SY	1.3	\$ 9230
2	2" Asphalt Overlay w/ Tack Coat	7,100	SY	18.4	\$ 129510
3	Asphalt Leveling Course where needed (assume 20%)	154	TON	165	\$ 25410
4	Adjust Water Valves if needed	6	EA	95	\$ 570
5	Adjust Manhole Lids if needed	21	EA	800	\$ 16800
6	Traffic Control	1	LS	8800	\$ 8800
7	Mobilization	1	LS	1500	\$ 1500
8	Sanitary Facilities	1	LS	600	\$ 600
9	Material Testing	1	LS	4000	\$ 4000
<b>TOTAL BID AMOUNT:</b>					<b>\$ 369,570</b>

ADDITIONAL NOTES					
Assumed asphalt @ 145 lb/CF or 217.5 lb/SY @ 2" thickness					

## BID FORM

### A STREET/ 16TH STREET MILL & OVERLAY PROJECT

**Bid Submission Cut-Off-** March 29, 2024 at 3:00 pm. All bids shall be submitted and stamped at the City of Delta City Hall at 360 Main Street, Delta, CO 81416 or electronically via email to [jolene@cityofdelta.net](mailto:jolene@cityofdelta.net)

**Public Bid Opening-** March 29, 2024 at 3:15 pm at the City of Delta Downstairs Conference Room at Delta City Hall at 360 Main Street, Delta, CO 81416.

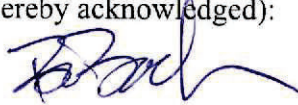
The undesigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the City in the form included in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

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 the City'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: 3/22/24      Number: 1



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 the cost, progress, performance, or furnishing of the Work.

3) BIDDER has made such examinations, investigations, explorations, tests, and studies that 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.

4) 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.

5) 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.

6) 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 City.

No direct payment will be made for any item not listed as a pay item in the bid; the cost, thereunder, shall be merged with the applicable bid items for which payment is made.

BIDDER acknowledges that the Contract Price is based on the estimated quantities determined by the Bidder, which are approximate and are furnished only for the purpose of estimating probable cost and for comparing Bids offered on the Work. Payment will be based on the unit price per item. Quantities are not guaranteed.

Bidder will complete the work for the price indicated on the Bid Form **titled "A ST/ 16TH ST MILL & OVERLAY PROJECT"**.

BIDDER agrees that the Work for each project will be substantially complete within (90) working days after the date when the project time commences running as provided in Article 2 of the Construction Contract Agreement and completed and ready for final payment within (120) calendar days after the date when the project Time commences running.

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.



**BIDDER INFORMATION HERE:**

MARTIN PAVING COMPANY  
2536 RIMROCK AVE SUITE 400-374  
GJ, CO 81505  
970-822-3286

**A Street Reconstruction Project:**

Name of Contractor: MARTIN PAVING Co.

Total Bid Amount \$ 369,570

Total Written Bid Amount: Three hundred sixty nine thousand five hundred seventy Dollars

Estimated Start Date: JUNE 1, 2024

SUBMITTED on MARCH 29, 2024

Bid amount shall include all costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, and tools, and performing all labor and supervision to fully complete the Work. All Work not specifically set forth as a pay item in the bid schedule shall be considered a subsidiary obligation and the responsibility of the bidder and all costs and labor in connection therewith shall be included in the prices for the various items of Work.

Therefore, the Total Bid Price, minus the Force Account, shall be interpreted to cover all Work required by the Contract Documents. The Force Account shall be utilized as a contingency in case of an out-of-scope construction issue and/or change in construction conditions in compliance with Change Order requirements and authorized/approved by the City prior to Force Account work being performed by bidder. Force Account is to be included in the Total Bid Price.

The bidder by submitting bid acknowledges that bidder has had sufficient time to review to their satisfaction all project information contained within the bid documents and the project work locations.



If BIDDER is:

An Individual

By \_\_\_\_\_

(Individual's Name)

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

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

\_\_\_\_\_

Phone No. \_\_\_\_\_

A Partnership

By \_\_\_\_\_

(Firm Name)

\_\_\_\_\_

(General Partner)

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

\_\_\_\_\_

Phone No. \_\_\_\_\_

A Corporation

By BODM CONSTRUCTION ENTERPRISE, INC. dba MARTIN PAVING Co.  
(IN STATE OF COLORADO)

(Corporation Name)

By 

(Name of Person Authorized to Sign)

PRESIDENT

(Title)

Attest: Carly Best

(Secretary)

Business Address: 2536 2nd ROCK AVE SUITE 400-374  
GRAND JUNCTION, CO 81505

Phone No. (970) 822-3286

A Joint Venture

By \_\_\_\_\_

(Name)

\_\_\_\_\_

(Address)

By \_\_\_\_\_

(Name)

\_\_\_\_\_

(Address)

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

REFERENCES:

Please list 3 Asphalt Paving job references of similar size and scope to the City of Delta Project.

Reference 1:

Contact Name: CRAIG SPAULDING  
Company Name: CITY OF RIFLE  
Phone: 970-309-1267  
Email: cspaulding@rifleco.org  
Project Description: 2023 RIFLE STREET IMPROVEMENTS

Reference 2:

Contact Name: WARD PRIESTLEY  
Company Name: WILLIAMS CONSTRUCTION  
Phone: 970-729-0301  
Email: ward@williamsconstruction.biz  
Project Description: ~~HAGABA~~ SE WATER TRANSMISSION LINE PROJECT (MONTROSE)

Reference 3:

Contact Name: TROY WELLS  
Company Name: WELLS EXCAVATION  
Phone: (970)234-3134  
Email: twellsexcavating@yahoo.com  
Project Description: H75 ROAD RECONSTRUCTION DELTA

\*\*\*\*\* END OF BID FORM \*\*\*\*\*



**CITY OF DELTA, COLORADO  
INVITATION FOR BIDS**

**A Street & 16th Street Mill and Overlay**

**Addendum #1 March 22, 2024**

**QUESTIONS RECEIVED AND ANSWERS**

1. In regards to traffic control, does the area need to be open during milling and paving?

Answer: The area can be closed temporarily and local traffic will be detoured.

2. If the City finds any culverts that need to be replaced, will the City replace them?

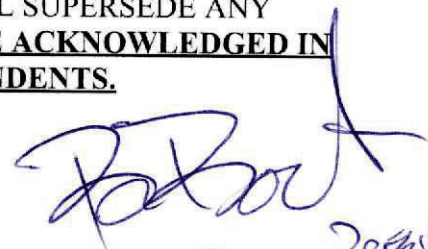
Answer: The City will do its best to replace any unsatisfactory culverts prior to the contractor beginning work.

**CHANGES TO PROVIDED MATERIALS**

1. Revised Bid Tab

THIS ADDENDUM #1 TO THE ABOVE PROJECT.  
INFORMATION CONTAINED IN ADDENDUM #1 SHALL SUPERSEDE ANY  
INFORMATION PRESENTED IN THE IFB AND **SHOULD BE ACKNOWLEDGED IN  
THE PROPOSAL SUBMITTED BY RESPONDENTS.**

END OF ADDENDUM #1

  
Buck Booth - PRESIDENT

# CONSTRUCTION CONTRACT AGREEMENT

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

A Street/ 16th Street Mill & Overlay Project

The Owner's Representative (OR) is: Elyse Ackerman-Casselberry  
360 Main St  
Delta, CO 81416

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 A Street/ 16th Street Mill & Overlay Project

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

The Work to be performed under this Contract shall be substantially complete by 8/16/2024 and completed.

**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.

The Contract Sum price of the Base Bid Contract is: \$ 369,570.00  
The Contract Sum price of the Bid Alternate A Contract is: \$ \_\_\_\_\_  
The Contract Sum price of the Bid Alternate B Contract is: \$ \_\_\_\_\_  
The Contract Sum price of the Bid Alternate C Contract is: \$ \_\_\_\_\_

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



tabulation, 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)
- Notice of Award
- 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 Technical 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/herself 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/her 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 s/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. S/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 On Calendar Day or Completion
From More Than	To and Including	
\$	\$	\$
0		
		Increase per each additional _____ Contract Amount or part thereof over
	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 \$424,000 per person for a single occurrence, \$1,195,000 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 \$\_\_\_\_\_ per person, \$300,000.00 per occurrence for bodily injury and \$\_\_\_\_\_ for 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
- \_\_\_\_\_

18.2.2. 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. Contractor shall notify Owner or OR of any claims made on the above insurance policies for any other Contractor project.

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 City will not pay for defective Work and will not pay for repair or additional Work required to bring the project to a point of acceptance. Possible Work adjustments shall be at the sole discretion of the City. The City may require such items of Work to be removed and replaced. Adjusted Work may be adjusted per the Contractor unit costs.

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.

## 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. Fees for permits and inspections directly

related to this construction will be paid by the Contractor.

## 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 without the written consent of the Owner. 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.

25.9 Nothing herein shall be construed as a waiver, or partial waiver, by the Owner of any portion of the Colorado Governmental Immunity Act ("CGIA"), C.R.S. § 24-10-101 *et seq.*

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.

**CONSTRUCTION CONTRACT AGREEMENT SIGNATURE SECTION**

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

OWNER:

**CITY OF DELTA**

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

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

**CONTRACTOR:**

\_\_\_\_\_

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

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

\*\*\*\*\* *END OF CONSTRUCTION CONTRACT* \*\*\*\*\*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main sections: PRODUCER (Mountain West In & Fin Serv LLC) and INSURED (Booth Construction Enterprises Inc dba Martin Construction Company). Includes contact info, phone, fax, and insurer details (Selective Insurance Company of America).

COVERAGES CERTIFICATE NUMBER: 1 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Delta) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature).



Ordinance #3, 2024

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH BELOW FOR THE CITY OF DELTA, COLORADO, FOR THE 2024 BUDGET YEAR

WHEREAS, the City Council has adopted the annual budget on November 7<sup>th</sup>, 2023; and

WHEREAS, the City has received additional and unanticipated revenues in the form of grants and other revenue sources and there exists unappropriated surplus in the various funds; and

WHEREAS, it is not only required by law, but also necessary to appropriate the additional revenues and surplus to and for the purposes described below, so as not to impair the operations of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DELTA, COLORADO:

**Section 1.** That the following supplemental appropriations, in addition to those appropriated by Ordinance #11 Series of 2023, are hereby appropriated from the revenue and surplus of each fund, to each fund, as follows:

C.W.C.I. Fund	\$194,500
---------------	-----------

ADOPTED on first reading and ordered published this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

ADOPTED on second and final reading and ordered published  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Mayor

ATTEST:

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

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (the “Agreement”) is made by and between **Uncompahgre Development Company**, a Colorado nonprofit corporation, (“Seller”) and **City of Delta**, a Colorado home rule municipality (the “Purchaser” or “Buyer”). The Effective Date (the “Effective Date”) of this Agreement shall be the date last signed by Seller or Purchaser, as the case may be.

### RECITALS

- A. Seller is currently under contract to purchase 1397 7th Street, Delta, CO, also known as Delta County Parcel No. 345519146001 (“Lot 1”).
- B. Seller is also the owner of Delta County Parcel No. 345519146002, a .697-acre vacant parcel located in the City of Delta (“Lot 2”).
- C. Seller and Buyer are parties to that certain Memorandum of Understanding dated April 2, 2024 (the “MOU”) concerning a proposed affordable housing development project within the City of Delta known as the 7<sup>th</sup> Street Project, which involves Lot 1, Lot 2, and an adjacent parcel owned by the City. The purpose of the MOU is to memorialize the parties’ commitment to working together for the successful development of the 7<sup>th</sup> Street Project and the anticipated role of each party in that endeavor.
- D. To further the goals of the MOU, immediately following the closing of its purchase of Lot 1, Seller desires to transfer Lot 1 and Lot 2 (collectively, the “Property”) to Buyer, and Buyer desires to acquire the same from Seller.
- E. The parties now desire to enter into this Agreement to set forth the terms and conditions of the Transfer of the Property.

### AGREEMENT

NOW, THEREFORE, for the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS**. The foregoing Recitals are incorporated herein by this reference.
2. **PURCHASE**. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase, the Property, subject to and upon the terms and conditions set forth in this Agreement.
3. **PURCHASE PRICE**. The purchase price for the Property shall be \$295,000.00 plus the prorations charged to Seller in connection with its Lot 1 purchase (the “Purchase Price”). Purchaser funds in the amount of \$194,500.00, adjusted by any amounts referenced herein, shall be due from Purchaser and payable to Seller in good and sufficient funds at Closing. The balance of the Purchase Price shall be paid in the form of a no interest promissory note in the principal amount of \$100,738.00 (the “Note”) executed by Purchaser in favor of Seller. The Note will be secured by a first-priority deed of trust against Lot 1. The Note shall have a maturity date of

December 31, 2024, with an option to renew the Note for up to three consecutive one-year periods. Buyer and Seller shall agree to the form of the Note and Deed of Trust prior to Closing.

4. **TITLE COMMITMENT.**

- A. Seller agrees to furnish to Purchaser as soon as possible after the Effective Date a current commitment for an owner's title insurance policy (the "Title Commitment") for Lot 1 and Lot 2, either collectively or individually, in an amount equal to the Purchase Price, which Title Commitment will be issued by the Title Company and contain owner's extended coverage and commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing.
- B. The parties anticipate that the cost of the title policy for Lot 1 will be covered by the premium paid by the seller in the Lot 1 transaction. To accomplish the foregoing, the Title Company will hold open the policy at the closing of Lot 1 to Seller and complete and issue the policy to Buyer at the closing of the Property under this transaction.
- C. In the event the premium paid by the seller in the Lot 1 transaction cannot be applied to the cost of the title policy for Lot 1, the parties agree to split the cost of the title insurance policy.
- D. If Lot 1 and Lot 2 are not included in the same Title Commitment and policy and/or a separate fee is charged for the policy for Lot 2, Buyer shall pay the cost of the Lot 2 title insurance policy.

5. **CLOSING.** Closing shall occur immediately following the closing of Seller's purchase of Lot 1 (the "Closing Date"), which is currently scheduled for April 22, 2024. Land Title Guarantee Company (the "Title Company") will conduct the Closing. At closing, Seller shall convey the Property to Buyer by special warranty deed, free and clear and unencumbered, subject only to Statutory Exceptions.

6. **CLOSING COSTS AND PRORATIONS.** At closing, Seller shall be responsible for payment tax certificate costs, half of the closing costs charged by the Title Company, and the title insurance premium as provided in Section 4. Buyer shall be responsible for payment of all documentary fees, deed preparation and recording costs, half of the closing costs charged by the Title Company, and the title insurance premium(s) as provided in Section 4.

7. **RATIFICATION:** This Agreement has been executed by the City Manager of Buyer and is conditional upon ratification by the Delta City Council at the next regular meeting of the Council. Should the City Council fail to ratify the Agreement, then it shall be null and void and the parties shall be released from all obligations hereunder. Notwithstanding the date of ratification by City Council, the Effective Date shall be the date the Contract is signed by both Seller and the City Manager.

8. **TABOR AND APPROPRIATIONS.** All direct and indirect financial obligations of the Buyer under this Contract are subject to appropriation, budgeting, and availability of funds to discharge such obligations. No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate Buyer 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 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by Buyer to or in aid of any person, company or corporation within the meaning Colorado law.

9. **DEFAULT.** In the event Purchaser defaults in its obligations and provided such default has not been cured within ten (10) days after written notice thereof, then the Agreement shall terminate and Purchaser shall pay all title and escrow charges incurred, and all other rights and obligations of the parties hereunder shall automatically be terminated. If Seller defaults in the performance of this Agreement or commits any breach of its obligations hereunder and provided such default has not been cured within ten (10) days after written notice thereof, Purchaser shall have the right to require specific performance of this Agreement by Seller.

10. **REAL ESTATE COMMISSION / CONSULTING FEE.** The parties represent and warrant to each other that neither has dealt with any brokers or salespersons in connection with this transaction.

11. **APPLICABLE LAW; VENUE; ATTORNEYS' FEES.** This Agreement, the interpretation hereof, and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction and venue for any lawsuit arising out of or relating to this Agreement shall be in the Colorado state courts located in Delta County, Colorado, and the parties consent and agree to the jurisdiction and venue of said courts. The prevailing party in any such lawsuit shall be entitled to recover the costs and reasonable attorneys' fees incurred in connection with such lawsuit from the non-prevailing party.

12. **MISCELLANEOUS.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. This Agreement constitutes the sole and entire Agreement between the parties hereto regarding the subject matter hereof and shall supersede any prior agreements, written or oral, regarding the same, including the MOU. No modification hereof shall be binding unless set forth in writing, signed by Seller and Purchaser. This Agreement may be assigned by Purchaser to a related or affiliated entity. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto. A signed copy by facsimile or electronically transmitted copy of this Agreement shall be considered by the parties to be effective as a signed original. The parties consent to the use of electronic signatures hereon, which shall be binding. Notices hereunder shall be in writing and shall be either personally delivered or sent by email, or certified mail.

[Space intentionally left blank; signature page follows]



Purchaser and Seller have executed this Agreement on the dates set forth below.

**PURCHASER: City of Delta, a Colorado home rule municipality**

BY: \_\_\_\_\_  
Elyse Ackerman Casselberry  
City Manager

Date: \_\_\_\_\_, 2024.

Notice Address for Purchaser:  
360 Main Street  
Delta, CO 81416  
[elyse@cityofdelta.net](mailto:elyse@cityofdelta.net)

**SELLER: Uncompahgre Development Company, a Colorado nonprofit corporation**

By: \_\_\_\_\_  
Bill Hellman, President

Date: \_\_\_\_\_, 2024

Notice address for Seller:  
c/o Greg Pope  
750 Highway 92  
Delta, CO 81416  
Email: [gpope@deltacountyco.gov](mailto:gpope@deltacountyco.gov)



**PCCO #006**

Stryker & Company  
 236 S 3rd St #319  
 Montrose, Colorado 81401  
 Phone: +19709644434

**Project:** 23050 - DCSC - Construction  
 359 Grand Ave  
 Delta, Colorado 81416

**DRAFT**

**Prime Contract Change Order #006: CE #035 - HVAC Equipment**

<b>TO:</b>	<b>City of Delta</b> 360 Main Street Delta, Colorado 81416	<b>FROM:</b>	<b>Stryker and Company, Inc.</b> 236 S 3rd St., #319 Montrose, Colorado 81401
<b>DATE CREATED:</b>	4/09/2024	<b>CREATED BY:</b>	Leo Perez (Stryker and Company, Inc.)
<b>CONTRACT STATUS:</b>	Draft	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION:</b>	
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>		<b>CHANGE REASON:</b>	Design Development
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	
<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>		<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>	
<b>FIELD CHANGE:</b>	No	<b>CONTRACT FOR:</b>	1:DCSC Construction
		<b>TOTAL AMOUNT:</b>	\$572,185.83

**DESCRIPTION:**  
 CE #035 - HVAC Equipment

**ATTACHMENTS:**

**CHANGE ORDER LINE ITEMS:**

#	Budget Code	Description	Amount
1	23-230000.S HVAC.Subcontract Commitment	HVAC Equipment	\$572,185.83
<b>Subtotal:</b>			<b>\$572,185.83</b>
GC (0.00% Applies to all line item types.):			\$0.00
Bond (0.00% Applies to all line item types.):			\$0.00
Overhead (0.00% Applies to all line item types.):			\$0.00
Profit (0.00% Applies to all line item types.):			\$0.00
<b>Grand Total:</b>			<b>\$572,185.83</b>

The original (Contract Sum)	\$5,390,816.00
Net change by previously authorized Change Orders	\$530,847.76
The contract sum prior to this Change Order was	\$5,921,663.76
The contract sum would be changed by this Change Order in the amount of	\$572,185.83
The new contract sum including this Change Order will be	\$6,493,849.59
The contract time will not be changed by this Change Order.	

**Timothy Stroh (Springboard Studio LLC)**  
64669 Ranger Road  
Montrose, Colorado 81403

**City of Delta**  
360 Main Street  
Delta, Colorado 81416

**Stryker and Company, Inc.**  
236 S 3rd St., #319  
Montrose, Colorado 81401

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
SIGNATURE DATE

When Recorded Return to:  
COLORADO DIVISION OF HOUSING  
1313 SHERMAN STREET, ROOM 320  
DENVER, CO 80203  
Attn: Kelly Whitcombe

## COLORADO DEPARTMENT OF LOCAL AFFAIRS USE COVENANT & REGULATORY AGREEMENT

THIS USE COVENANT AND REGULATORY AGREEMENT (“Covenant”) is made by the City of Delta, a Colorado governmental entity (“Grantor”), whose business address is 360 Main Street, Delta, Colorado 81416, fee simple owner of the real property described below, and is effective as of the date appearing beneath Grantor’s signature at the end of this Covenant.

Grantor is a beneficiary of Transformational Affordable Housing, Homeownership, and Workforce Housing Grant (“TAHG”) program funds through Grant Agreement #H4HRGP33335 (the “Funding Agreement”) from the State of Colorado, by and through the Department of Local Affairs, for the benefit of the Division of Housing (“State” or “DOLA”) and the City of Delta (“Grantee”), which funds were provided to Grantor for use in the construction costs and site improvements of the Delta Day and Emergency Shelter (the “Project”), located at 540 W 4th Street, Delta, Colorado 81416 (the “Property”), whose legal description is as follows:

### SEE ATTACHMENT 1

As a condition precedent to the receipt of the funds, Grantor shall promptly record this Covenant with the real property records at the clerk and recorder’s office in the county in which the Property is located to ensure that certain occupancy limitations associated with the TAHG program are met regardless of ownership.

NOW, THEREFORE, the following is established as a Covenant running with the land:

1. **Use Restriction.** For the term of this Covenant, the Property shall be used primarily to provide shelter housing to Eligible Beneficiaries. Grantor shall not demolish any part of the Project or permit any residential bed in the Project to be used for any purpose other than shelter housing, provided that so long as Grantor provides the shelter housing at the Property in compliance with this Covenant, it may also provide other social services at the Property, including a warming and cooling station, kitchen access, a calming room, and a resource center.
2. **Change in Use.** No change in use is permitted without the express written consent of DOLA.
3. **Affordability Period.** This Covenant shall encumber the Property for the combined term of the U.S. Department of Treasury (“USDT”) Affordability Period and the Division of Housing (“DOH”) Affordability Period.
  - 3.1. **USDT Affordability Period.** This Covenant shall encumber the Property, without regard to the term of any mortgage or transfer of ownership, for a term of not less than twenty (20) years (the “USDT Affordability Period”) following the date the Project is complete (the “Project Close-Out Date”) as identified in writing to the original recipient of the funds.
  - 3.2. **DOH Affordability Period.** This Covenant shall encumber the Property, without regard to the term of any mortgage or transfer of ownership, for a term of not less than ten (10) years following the end of the USDT Affordability Period (the “DOH Affordability Period”).
4. **TAHG-Assisted Units.** [Reserved].

5. **Eligible Beneficiaries.** Each bed listed in the table below shall be occupied by an Eligible Beneficiary. “Eligible Beneficiary” means individuals or households who are Homeless or at risk of becoming Homeless. “Homeless” means individuals or households that lack a fixed, regular, and adequate nighttime residence and are residing in: i) a place not designated for or used for human habitation, including a car, park, abandoned building, bus or train station, airport, camping ground, on the street, etc.; ii) a shelter designed to provide temporary living arrangements (including emergency shelter, congregate shelters, transitional housing, hotels and motels paid for by charitable organizations or by government programs); or iii) an institutional setting (correctional facility, substance abuse treatment center, hospital, or psychiatric facility) where they do not have a stable housing situation to which they can return.

Unit Type	Beds	Total	Eligibility
Congregate Shelter Beds	50	50	Persons Experiencing Homelessness OR At Risk of Homelessness
<b>Total Units</b>	<b>50</b>	<b>50</b>	

6. **Lawful Presence.** [Reserved].
7. **Income Eligibility Determinations.** [Reserved].
8. **Affordable Rents.** [Reserved].
9. **Occupant Selection.** Grantor shall follow written occupant selection policies and criteria that:
- 9.1. [Reserved].
  - 9.2. [Reserved].
  - 9.3. [Reserved].
  - 9.4. Provide for the selection of occupants through the region’s Coordinated Entry system or a comparable coordinated access system, to the greatest extent practicable;
  - 9.5. Notwithstanding §9.4, above, maximize the occupancy of accessible beds by persons with disabilities who need the features of such beds;
  - 9.6. [Reserved]; and
  - 9.7. Limit eligibility to individuals experiencing or at risk of experiencing homelessness, pursuant to the Funding Agreement.
10. **Tenant Protections.** [Reserved].
11. **Violence Against Women Act (“VAWA”).** [Reserved].
12. **Ongoing property condition standards.** Grantor shall maintain the Property as decent, safe, and sanitary housing in good repair. The Property shall:
- 12.1. Meet all applicable State and local code requirements and ordinances;
  - 12.2. Be free of all health and safety defects identified in HUD’s Uniform Physical Condition Standards, pursuant to 24 CFR Part 5.705;
  - 12.3. Meet the lead-based paint requirements in 24 CFR Part 35;



12.4. Comply with DOLA's ongoing property condition standards in effect at the time this Covenant is executed, which DOLA shall make available by request and on DOLA's website; and

12.5. [Reserved].

13. **Affirmative Marketing**. [Reserved].

14. **Recordkeeping**. Grantor shall maintain records documenting compliance with this Covenant for the most recent six-year period, until six years after the completion of the Affordability Period.

15. **Monitoring**. In accordance with the requirements at 24 CFR 92.504, Grantor shall timely respond to and cooperate with all requests from DOLA, or its designee, for information, or to conduct on-site inspections, for the purpose of determining whether the Property is in compliance with the terms of this Covenant. DOLA will notify Grantor or Grantor's agent annually of the form and requirements for that year's monitoring. DOLA will conduct on-site inspections at least once every three years during the Affordability Period, in accordance with its HOME Inspection Procedures, available on DOLA's website. Grantor shall maintain throughout the term of this Covenant a contact person who shall be responsible for responding to any requests from DOLA in connection with this Covenant, and shall notify DOLA of any change of contact person.

16. **Annual Audit**. Grantor shall annually audit the financial performance of the Project within 180 days of the end of the Project's fiscal year, and submit a copy of such report to DOLA beginning in the first year following Project Close-Out Date through the last year of the Affordability Period.

17. **Enforcement**. DOLA or USDT, or their representative(s), may take legal action to enforce the terms of this Covenant and shall be entitled to all available remedies in law or in equity including, without limitation, specific performance and injunctive relief.

18. **Noncompliance**. Grant funds invested in housing that does not meet affordability requirements for the full Affordability Period must be repaid to DOLA. If the Property is not used to house the above-described Eligible Beneficiaries during the Affordability Period, Grantor or its successors and assignees, heirs, grantees, or lessees, shall repay to the State, within sixty days of the State's request, the full amount of the funds disbursed pursuant to the Funding Agreement. Repayment of grant funds does not terminate the Affordability Period.

19. **Transfers**. This Covenant is a covenant running with the land and shall be binding on Grantor's successors, assigns, heirs, transferees and lessees. Grantor shall take all steps necessary to ensure that the requirements and restrictions of this Covenant are binding on any successor to Grantor who acquires an interest in the Property. Grantor hereby covenants to include the requirements and restrictions of this Covenant in any document to be executed in connection with the transfer of any interest in the Property to another person or entity to ensure that such transferee has notice of, is bound by, and agrees to abide by the terms of this Covenant. Grantor shall not, without the prior written consent of DOLA, Transfer the Property or any interest in the Property. For purposes of this Covenant, "Transfer" shall mean (i) the sale, assignment, transfer, conveyance, disposition, or alienation of an interest in the Property; (ii) the dissolution of Grantor; or (iii) the sale, transfer, conveyance or other disposition of all of Grantor, a sufficient amount of interest such that another entity gains a controlling interest

in Grantor, or the managing general partner of Grantor. The foregoing notwithstanding, the consent of DOLA shall not be required for (i) the sale of obsolete or worn-out furnishings or equipment, (ii) the direct or indirect transfer of an investor member interest in Grantor, (iii) the removal and replacement of the managing member of Grantor as permitted in the Operating Agreement of Grantor, but only if the replacement is the investor member of Grantor or an affiliate thereof. Any subsequent replacement of the managing member of Grantor shall require the prior written consent of DOLA, which shall not be unreasonably withheld provided such managing member meets DOLA's then current approval standards.

- 20. Early Termination.** This Covenant shall terminate upon foreclosure or transfer in lieu of foreclosure, unless, before the foreclosure or transfer in lieu of foreclosure, the owner of record or any entity that includes the former owner or with whom the former owner has or had family or business ties obtains an ownership interest in the Property through the foreclosure. The foregoing sentence notwithstanding, this Covenant shall not terminate with respect to the beds described in the table in §5 hereof unless foreclosure or transfer in lieu of foreclosure occurs after expiration of the Affordability Period.
- 21. Release.** Upon satisfaction of the terms of this Covenant, DOLA will, upon written request of Grantor or the then current owner of record, execute a release of this Covenant and Grantor, its successors, assignees, heirs, grantees, and lessees shall no longer be bound by the terms of this Covenant.
- 22. Changes in Law.** Until such time as this Covenant is released, Grantor shall comply with all laws, regulations, and ordinances applicable to Grantor under this Covenant, as such laws, regulations, and ordinances may change from time to time.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE**

**OWNER**  
**City of Delta**

By: \_\_\_\_\_  
Elyse Ackerman-Casselberry, City Manager

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was subscribed to and acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

Witness my hand and official seal

\_\_\_\_\_

**ATTACHMENT 1: Legal Description**

540 W 4TH ST DELTA 81416 Subdivision: PLAT C DELTA Block: 40 Lot: 19 PT OF DELTA TOWNSITE BEG AT PNT 140' EAST OF NE COR BLK-3 MCMURRAYS SUB BEARS S89\*21'24"W 140.02' N89\*21'24"E 74.45' N89\*21'24"E 42' S0\*39'29"E 190' S89\*21'24"W 42' S0\*39'29"E 63.22' S89\*20'27"W 79.11' N0\*23'47"E 253.29' TO POB ACRES M/L LESS ALL MR ON LT-19 BLK-40 PLAT-C LEGAL DESCRIBES PT OFMCMURRY SUB, PLAT-C DELTA AND DELTA TOWNSITE. INCLUDES LT 19 BLK 40 PLAT C ALL BEING PT SW4 SEC 13 T15S R96W 6PM BK 353 PG 109 BK 443 PG 1566 & 1567 BK 464 PG 1015 BK 871 PG 432 BK 45 PG 492 BK 951 PG 613 THRU 615 BK 978 PG 146

**CITY OF DELTA, COLORADO  
RESOLUTION NO. 5, 2024**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DELTA,  
ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE,  
CONFIRMING THE DESIGNATION OF AUTHORIZED OFFICERS FOR A  
LOAN AGREEMENT

WHEREAS, the City of Delta, Colorado (“City”) is a duly organized and existing home rule municipality in the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the City; and

WHEREAS, by Ordinance No. 21, 1995, the City established the City of Delta Water Activity Enterprise (the “Enterprise”) pursuant to the provisions of C.R.S. § 37-45.1-101, *et seq.*, with the power to issue bonds and other obligations to support water activities including but not limited to water delivery and wastewater treatment services; and

WHEREAS, the City Council, acting by and through the Enterprise, has previously approved Ordinance No. 12, 2023, authorizing a Loan Agreement with the Colorado Water Resources and Power Development Authority (the “Loan Agreement”), which Ordinance is incorporated by reference herein; and

WHEREAS, Section 4 of Ordinance No. 12, 2023, included an authorization for the City Manager and Finance Department to execute the Loan Agreement and other related documents and to take such further actions as may be reasonably necessary to close the transaction contemplated by the Loan Agreement, and Exhibit B to the ordinance also identified specific officers with such authority; and

WHEREAS, for the avoidance of doubt, the City Council desires to ratify and affirm the authority of the City Manager and Finance Director to act as Authorized Officers under the Loan Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DELTA, COLORADO, ACTING BY AND THROUGH THE WATER ENTERPRISE:

1. Recitals Incorporated by Reference. The foregoing recitals are incorporated herein as findings and determinations of the City Council.
2. Authorized Officers. The City Manager and Finance Director are hereby authorized to act as “Authorized Officers” as identified in Exhibit B of the Loan Agreement.
3. Effective Date. This Resolution shall take effect upon adoption hereof.



SO RESOLVED AND ADOPTED this 16<sup>th</sup> day of April, 2024.

DELTA CITY COUNCIL

\_\_\_\_\_  
Mayor

ATTEST:

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

# City of Delta Special Permit for Temporary Closure Or Occupation of Public Right of Way (R.O.W.)

Date of Application: \_\_\_\_\_

PLEASE PRINT OR TYPE

## Event Information:

Date & Specific Time of Event:

May 18<sup>th</sup> 10am - noon

Location(s) of Event: Rec Center Parking Lot

Name and Description of Event: Delta Police Department Bike Rodeo

## Applicant:

Name of Organization, Group, or Individual: Delta Police Department

Authorized Contact Person: Mindy Brennan

Mailing Address: 215 W 5<sup>th</sup> St.

E-Mail Address: mindy@cityofdelta.net

Phone Number: (Day) 874 / 7566 (Evening) \_\_\_\_\_

Special Equipment Needs (power, water etc.):

none

The following items have been received by the City of Delta:

- Application Fee of \$ \_\_\_\_\_
- Deposit of \$ \_\_\_\_\_ to be refunded no more than five (5) business days after the permitted event if the Right of Way (R.O.W.) closure area and adjoining property is made clean and litter free by applicant within 24 hours of the event.
- Proof of Special Event Insurance (\$1 million event liability policy).

## Conditions For Use

1. Sales of food, beverage, and merchandise are not allowed without prior approval of the City.
2. A permit must be issued by the City of Delta Police Department for Beer and Wines to be sold and consumed on designated City property. If alcoholic beverages are to be distributed or sold, applicable State and Local Licenses must be obtained and approval from the City is required to obtain such permits. Permits are not available for distilled Liquor. Exact location of area proposed for sales and consumption of beer and/or wine during subject special event:  
\_\_\_\_\_

City of Delta Special Permit continued

Any authorized City of Delta representative may terminate the event at any time for any good cause and applicant must then immediately vacate. No refund will be given in such event.

**R.O.W. Closure Regulations:**

- No R.O.W. closure may occur in conjunction with any Special Events Liquor License, unless permission is granted by the City Council.
- No R.O.W. may be closed more than ten hours.
- Application must be submitted at least 30 days in advance of event.
- Event must conclude by 11:00 p.m.
- R.O.W. and adjoining walkway, etc. must be cleaned after event by applicant.

Date of R.O.W. Closure: May 18th  
 Start Time of Closure: 7am Ending Time of Closure: 1pm

Describe R.O.W. area to be closed:  
eastern portion of the recreation center parking lot

**Barricades, cones and signs needed:**

Barricades: X Signs: X Cones: X  
 Time and Date for Delivery: ~~7:00am~~  
 Time and Date for Pickup: \_\_\_\_\_

**Parade Regulations:**

- Application must be submitted at least 60 days in advance of event.
- Each parade must organize and stage on 9<sup>th</sup> Street from Grand Avenue to Main Street with additional staging area on Main Street from 9<sup>th</sup> Street to 11<sup>th</sup> Street on the East side. The parade must then travel North on Main Street to 4<sup>th</sup> Street, turning off of Main Street, East onto 4<sup>th</sup> Street.
- Throwing candy and other items from moving vehicles is prohibited.

I understand that the City of Delta has no liability and provides no insurance for the protection of the applicant or event spectators. The applicant agrees to save and hold harmless the City and its employees from any and all claims and demands arising out of the use of the permitted areas and will defend any cause of action brought to enforce any such claims or demands against the City and/or its Employees.

Wendy Sherman 4/3/24  
 Signature of Applicant or Representative Date

\*\*\*\*\*

The foregoing application for a special permit is hereby granted, subject to all terms, conditions and regulations previously stated and subject to all other applicable City Code regulations.

\_\_\_\_\_  
 Mayor of the City of Delta Date

SECOND SUPPLEMENT TO LEASE AGREEMENT

This Agreement supplements and amends the Lease Agreement dated \_\_\_\_\_, 20\_\_, by and between the City of Delta, Colorado, a municipal corporation, having a business address of 360 Main Street, Delta, Colorado 81416, (hereinafter referred to as "Lessor") and Lydia Hawkins and Uhlan Eckiss of 9741 2100 Road, Austin, Colorado 81410 (hereinafter collectively referred to as "Lessee"). (the "Lease") as follows:

- 1. Pursuant to Section 1 of the Lease, the term of the Lease is hereby renewed from April 1, 2024 through December 31, 2024.
- 2. Pursuant to Section 2 of the Lease, rent for the renewal term shall be due and payable on or before commencement of the renewal term set forth above.
- 3. All other provisions of the Lease are ratified and incorporated by reference herein.

SO AGREED as of this 16<sup>th</sup> day of March, 2024.

**LESSOR:**

CITY OF DELTA, COLORADO

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

ATTEST:

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

**LESSEE:**

By \_\_\_\_\_  
Lydia Hawkins

Date \_\_\_\_\_

By \_\_\_\_\_  
Uhlan Eckiss

Date \_\_\_\_\_

**City Attorney Comments**

**City Manager Comments**

**Councilmember Comments**

