



MEMO

To: City Council
From: David Hood, City Engineer
Date: May 7th, 2024
Subject: A St/ 16th St Mill and Overlay Project

Background:

The City issued an Invitation for Bid on March 1, 2024 for the Mill and Overlay of A St/ 16th St. Bids were due and opened on March 29th, 2024. Three bids were received and listed below:

Martin Paving Company	\$369,570.00
United Company	\$394,800.00
Elam Construction	\$441,665.00

This project was brought before the April 16th, 2024 City meeting. Staff was unable to make a recommendation for award due to needing verification of the project area detailed in the bid.

Cost:

The cost to the City will be \$369,570.00

Budgeted?

This item is a 2024 budget item.

Alignment With Strategic Planning:

The City has annual street maintenance held to budget amount.

Recommendation & Actions to Be Taken if Approved:

It is recommendation of City Staff to award this contract to Martin Paving Company. Martin Paving Company is the *lowest qualified bidder* as defined by the Adopted Procurement Code of the City of Delta. If approved, the City will issue a Notice to Proceed.



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

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

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.

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

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). 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.

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 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. 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

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** *****



**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 (\$)
	A St (approx 2,430')				
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	\$	-
	E. 16th st (approx 2,640')				
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	\$	-
				TOTAL BID AMOUNT:	\$ -

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 (\$)
A St (approx 2,430')					
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
E. 16th st (approx 2,640')					
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
			Total Bid Amount:		\$ 441,650.00
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

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: 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

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

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.

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

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). 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@cityofdeltanet.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://cityofdeltanet.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@cityofdeltanet.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. 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.

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

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. 44th Ave
Golden, CO 80403
(303) 279-6611

www.united-gj.com
www.fourcornersmaterials.com

A & 16th 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 (\$)
A St (approx 2,430')					
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
E. 16th st (approx 2,640')					
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
TOTAL BID AMOUNT: \$					394,800.00 -

ADDITIONAL NOTES					
Assumed asphalt @ 145 lb/CF or 217.5 lb/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). 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.

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 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. 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

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/16th 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
Sona VanHorn *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

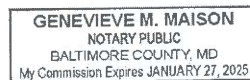
By: *Dawn E. Brown*
Secretary

**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



**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.

- 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

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

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.

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

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). 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.

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 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. 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

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 (\$)
A St (approx 2,430')					
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
E. 16th st (approx 2,640')					
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
				TOTAL BID AMOUNT:	\$ 369,570

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

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 81605
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: Candy 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 RIFUE

Phone: 970-309-1267

Email: cspaulding@rifleco.org

Project Description: 2023 RIFUE 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?

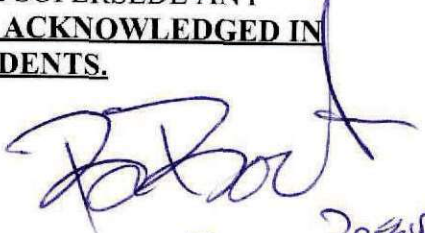
Answer: The City will do its best to replace any unsatisfactory culverts prior to the contractor beginning work.

CHANGES TO PROVIDED MATERIALS

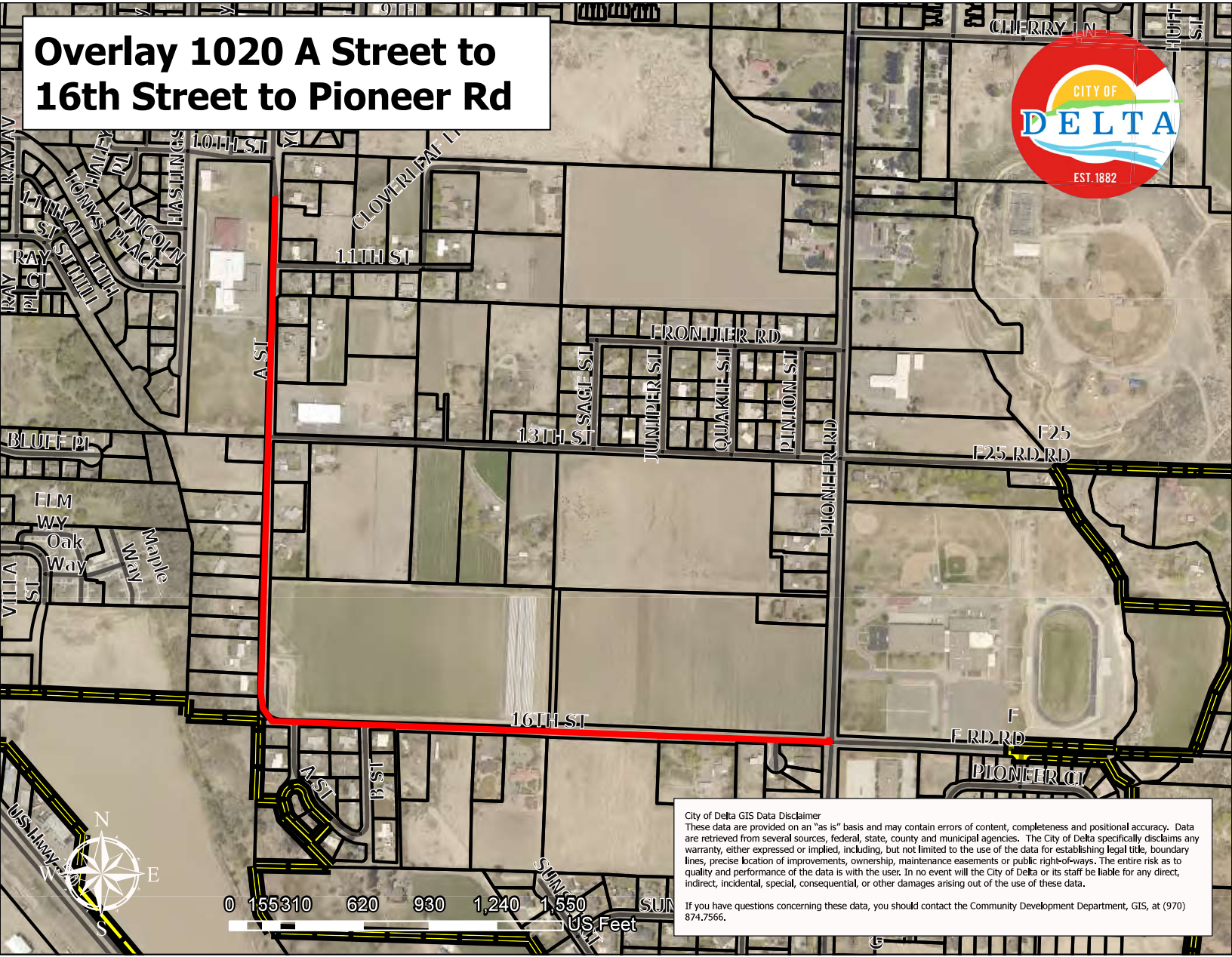
1. Revised Bid Tab

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

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.

CONSTRUCTION CONTRACT AGREEMENT

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

A Street/ 16th Street Mill and Overlay project

The Owner's Representative (“OR”) is: Elyse Ackerman-Casselberry
360 Main Street
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 and ready for final payment by October 1, 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: \$ 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 the General Conditions, the City shall publish a Notice of Final Settlement twice at least ten (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 the General Conditions and include the following:

- 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 workers 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; or*
- 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 workers' 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 subcontractor.

ARTICLE 12

SEPARATE CONTRACTS AND OWNER WORK:

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

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

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

ARTICLE 13

ROYALTIES AND PATENTS:

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

ARTICLE 14

PERFORMANCE AND PAYMENT BONDS:

A Performance Bond 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.

At Owner's sole discretion and approval, 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 of \$0 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.

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. 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) the City has published notice of final settlement and the other requirements and procedures of C.R.S. § 38-26-107 are satisfied.

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. The 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 coverages 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 and \$1,195,000 for two or more persons for a single 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
- Environmental Abatement/Remediation Liability
- Pollution Liability
- Other (specify) _____

18.2.2 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 covering the following:

- Any Auto
- All Owned Autos (including private passengers)
- All Owned Autos (other than private passengers)
- Hired Autos

- Non-Owned Autos
- Garage Liability
- Other (specify) _____

18.2.3. Contractor shall either provide the City with a Certificate of Insurance providing that the above insurance cannot be cancelled without first providing 30 days prior 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 (1) 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 (30) days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of thirty (30) days, the Contractor may, upon seven (7) days' prior written notice to the Owner and the OR, terminate the Contract and recover from the Owner payment for all Work actually performed through the date of termination.

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 (7) days' prior written notice to the Contractor and without prejudice to any other remedy Owner may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at Owner's 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 Owner 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 building permits and other permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees for permits and inspections directly related to the Work 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, C.R.S. § 38-26-107, *et seq.*, 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, C.R.S. § 24-72-101, *et seq.* 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, C.R.S. § 24-10-101, *et seq.* ("CGIA").

This Agreement is dated _____.

OWNER:

CITY OF DELTA

By _____
Signature

Printed Name and Title

CONTRACTOR:

By _____
Signature

Printed Name and Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2024

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. 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).

PRODUCER Associates Insurance Group 7395 E. Orchard Rd. Greenwood Village CO 80111	CONTACT NAME: Maston Prewitt PHONE (A/C, No, Ext): (303) 793-3388 E-MAIL ADDRESS: mprewitt@getagc.com	FAX (A/C, No): (303) 793-3386
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Pinnacol Assurance	NAIC # 41190
INSURED Booth Construction Enterprise, Inc DBA Martin Construction 2536 Rimrock Ave. Suite 400-374 Grand Junction CO 81505	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <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:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <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) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	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	Y	4236482	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input 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

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

Buck Booth and Candy Booth are the approved officers excluded from coverage.

CERTIFICATE HOLDER

City of Delta 360 Main St Delta CO 81416
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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. AUTHORIZED REPRESENTATIVE

NCCI #: WC000313B
Policy #: 4236482

Booth Construction Enterprise, Inc
2536 Rimrock Ave.
Suite 400-374
Grand Junction, CO 81505

Associates Insurance Group
7395 E. Orchard Rd.
Greenwood Village, CO 80111
(303) 793-3388

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: April 1, 2024 Expires on: April 1, 2025
Pinnacol Assurance has issued this endorsement April 2, 2024



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. 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).

PRODUCER Mountain West In & Fin Serv LLC 100 E Victory Way Craig, CO 81625	CONTACT NAME: PHONE (A/C, No, Ext): (970) 824-8185		FAX (A/C, No): (970) 824-8188
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Selective Insurance Company of America			12572
INSURED Booth Construction Enterprises Inc dba Martin Construction Company 2107 H Road Grand Junction, CO 81505	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			S2503356	8/17/2023	8/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EMPLOYEE BENEFIT \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S2503356	8/17/2023	8/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S2503356	8/17/2023	8/17/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 
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