

**City of Salida
Galleries Water Tank
Roof Replacement**

**CONTRACT DOCUMENTS
&
SPECIFICATIONS**

February 2010

PREPARED BY

SCHMUESER GORDON MEYER, INC.
103 W. TOMICHI AVE., SUITE A
GUNNISON, CO 81230
970.641.5355

TABLE OF CONTENTS
City of Salida
GALLERIES WATER TANK ROOF REPLACEMENT

<u>SPECIFICATIONS</u>	<u>Page No.</u>
Section 01010 Summary of Work	3 Pages
Section 07531 Single Ply Roofing System.....	2 Pages
Duro-Last® Fan-Fold Underlayment Fastening Detail (1030).....	1 Page
Duro-Last® Drip Edge Detail (3060)	1 Page
Duro-Last® Two-Way Vent Detail (5010)	1 Page

<u>BID DOCUMENTS</u>	<u>Page No.</u>
Advertisement For Bid	BD-1
Instructions to Bidders	BD-2
Bid Form	BD-6
Bid Schedule	BD-8
Notice of Award Form.....	BD-9

<u>AGREEMENT DOCUMENTS</u>	<u>Page No.</u>
Agreement	AG-1

PHOTOS

SITE PLAN DRAWING

SPECIFICATIONS

SECTION 01010

SUMMARY OF WORK

1.00 - GENERAL

1.01 Work Covered by the Contract Documents

- A. The work of this project will remove the Built up roofing material on the existing Galleries water tank and replace with a new single ply membrane roofing system. The work also includes the similar removal and replacement of the roofing on the water treatment building. See the site plan for orientation of these buildings on the site. Note that the water tank is a partially buried concrete tank with the roof about 4 feet above ground.
- B. The City has a specific time frame to accomplish this work. The time frame has to do with how long the water tank can be taken off line. The roof work needs to be complete by May 01, 2010. We anticipate an award of contract by March 16, 2010 and a notice to proceed to follow as soon as insurance and bond forms are received.
- C. Contractor will be required to provide insurance and performance and payment bonds as called out in the Construction Agreement Document.
- D. All contractor employees and sub contractors are required to pay their employees per the “**Davis Bacon Wage Rates**”. These wage rates apply only to those employees directly working on the project site.
- The applicable wage rates can be obtained from the Department of Labor and/or found on Dept. of Labor website at <http://www.wdol.gov/dba.aspx>. The applicable wage rate would be the “Buildings” wage rate for Chaffee County.
 - Contractor will be required to provide certified payroll reports to the City for verification that the appropriate wage rates, or higher, have been paid to employees.
- E. The existing 30” x 36” Bilco® Hatch will be removed and replaced placed with a new larger Bilco® Hatch. This will require the saw cutting of the existing pre-cast roof deck from the existing 30” dimension to the new dimension. The cutting will be in the 4” thick roof deck and not the stem of the pre-cast roof deck member.
- Roof hatch as manufactured by The Bilco Company
Model: “NB-50” & SS-50, Single leaf, mill finish aluminum
Cover: 11 gauge aluminum, 1” insulation, 18 gauge liner, interior/exterior operating handles and padlock hasps.

Curb: 11 gauge aluminum X 12" high, integral cap flashing, 1" insulation, 3 1/2" base flange.

Hardware: Compression spring tubes shall be an anticorrosive composite material with electro-coated compression springs, all other hardware shall be Zinc plated steel, chromate sealed.

Modification: Added wall liner over curb exterior to form double-wall construction.

Standard NB Size: 2'-6" X 4'-6", NOTE: This project requires:

Special Size: 3'-0" X 4'-6", hinged 4-6 side.

- F. Exterior patching of spalled concrete (as shown in Photo 4). Patching to be accomplished using SIKATOP 123 PLUS - for hand/trowel applications or SIKATOP 111 PLUS; or approved equal.

1.02 Installers Experience Requirement

- A. The Contractor, or roofing system installer, shall have a minimum of 5 years of experience installing Duro-Last roofing systems or similar. The Contractor or roofing installer shall be a certified installer by the product manufacturer. The Contractor, or roofing system installer, shall provide a list of similar projects completed in the last 5 years along with project contacts. The Certification and experience history shall be submitted with contractors bid.

1.03 Contractor's Responsibilities

- A. Supervision - The CONTRACTOR will supervise and direct the work. He will be solely responsible for the means and methods, techniques, and procedures of construction. The CONTRACTOR will employ and maintain on the work a qualified Supervisor or Superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The Supervisor shall have full authority to act on behalf of the CONTRACTOR, and all communications given to the Supervisor shall be as binding as if given to the CONTRACTOR. The Supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work. The Supervisor shall not be changed except with the consent of the CITY, unless the Supervisor has proven to be unsatisfactory to the CONTRACTOR and ceases to be in his employ.
- B. Subcontracting
1. The CONTRACTOR may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.

2. The CONTRACTOR shall be fully responsible for the acts and omissions of his Subcontractors, and or persons either directly or indirectly employed by them.
3. The CONTRACTOR shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the CONTRACTOR and to the Davis Bacon Wage Rate requirement.
4. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the OWNER.

C. Safety and Protection

1. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - The General Public and City Employees;
 - All employees on the work and other persons who may be affected thereby;
 - Other property at the site or adjacent thereto, including, but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
2. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

D. Contractor's Use of Premises

1. The CONTRACTOR shall be responsible for all utilities required for construction at no cost to the OWNER. This would include Contractors office (if any).
2. Temporary power can be obtained from the Water Treatment Building shown on the existing conditions drawing and in Photo 6. Contractor can plug cords into outlets at this building, or extend power service from this building to a location closer to the work.

Contractor is responsible for all costs associated with any temporary power or phone service. If Contractor so desires they can provide and utilize portable generators on this site.

3. Sanitary facilities for the use of project personnel shall be properly erected and maintained by the CONTRACTOR at such points acceptable to the OWNER.

1.03 Construction Observation

- A. The OWNER will supply construction observation and inspections at their discretion. Warranty inspections are a contract requirement to be provided by the Contractor.

1.04 Sequence of Work

- A. Contractor shall provide a schedule of the work outlining the critical sequence of work required to timely and efficiently complete the work. A tentative schedule and timeline shall be submitted with the Contractor's bid showing time frames for the work.
- B. The CONTRACTOR shall take into account this sequence or schedule when preparing bid and the successful bidder shall include this sequence in the construction schedule.
- C. The CONTRACTOR shall coordinate his efforts with the CITY and the Water System Operator. The City will take this tank "off line" prior to the start of work by the Contractor.

1.05 Owner Furnished Materials

- None

END OF SECTION

SECTION 07531
SINGLE PLY ROOFING SYSTEM

1.00 GENERAL

The work of this section includes the complete removal and replacement of roofing materials on both the water tank structure and the water treatment building. The roof deck on the water tank consists of pre-cast twin tee construction. The water treatment building roof deck consists of standard wood framing and wood deck.

The entire roof of the Galleries Water Tank shall be covered with a 6 mil polyethylene vapor barrier. The seams of the vapor barrier shall be taped with a suitable vapor resistant tape material. The joints of the vapor barrier shall not terminate any closer than 12" from a joint in between the pre-cast twin tees. Include vapor barrier costs in the bid item for the water tank (bid item 1).

Both the water tank and the water treatment building shall receive the underlayment material. The water treatment building shall have one two way vent installed in the middle of the roof deck.

1.01 Work covered under this section.

- A. Removal of existing Built Up Roofing materials including gravel ballast.
- B. Minor concrete repairs as noted in the Summary of Work section 01010. The work of this section includes these concrete repairs as identified in section 01010 and shown in photo 4 and should be included in this bid item.
- C. Installation of Mechanically Fastened single ply roofing system, with heat welded seams, on both the Galleries Water Tank and the nearby Water Treatment Building (also referred to as Pump House).
- D. Removal of the 30"x36" Bilco hatch and replacement with the specified 36" x 54" Bilco Hatch.

1.02 Warranties: Upon completion provide an inspection by a manufacturer's quality control inspector and provide a 15 year labor and material factory warranty.

1.03 The roof deck of the water tank only has one penetration to flash around. The Bilco Hatch, designated for replacement, will require flashing per roof material and hatch manufacturers recommendations.

2.00 PRODUCTS

2.01 Roofing Materials.

- A. Single ply thermoplastic mechanically fastened roofing system as manufactured by Duro-Last Roofing, Inc. or approved equal:

•	Color - Tan	
•	50 mil minimum nominal thickness	
•	Breaking strength ASTM D 751 – Grab Method	472x366 lbf
•	Elongation at Break ASTM D 751 – Grab Method	31%
•	Factory Seam Strength ASTM D 751 – Grab Method	575 lbf
•	Low Temperature Bend ASTM D 2136	-40° F
•	Water Absorption ASTM D 570	0.7%
•	Static Puncture ASTM D 5602	56 lbs
•	Dynamic Puncture ASTM D 5635	474 pdl-ft

B. Auxiliary Materials: Recommended by roofing system manufacturer for intended use, per manufacturers written installation, requirements as follows:

1. Duro-Last Drip Edge; prefabricated drip edge with factory welded skirt (see detail 3060 from Duro-Last reprinted in these specifications).
2. Dura-Last two way roof vents with prefabricated skirt, install per manufacturers installation requirements; 1 vent for every 1000 square feet (see detail 5010 from Duro-Last reprinted in these specifications).
3. Mechanical Fasteners: Duro-Last HD Screws for structural concrete deck size per manufacturers guidelines.
4. Underlayment material- Single Ply roofing recovery board - GreenGuard® PB6 PLUS as manufactured by Pactiv Building Products Telephone (800)241-4402
Extruded Polystyrene Roofing Recovery Board:
 - 1) Thickness: 3/8'' (9.51 mm)
 - 2) Size: 4' x 50' (1.2 x 15.2 m)
 Product Testing:
 - a. Water Absorption: ASTM C272; 0.40% by volume
 - b. Thermal Resistance: ASTM C518; 1.5 ft²•hr•°F/Btu (0.26 m²•K/W)
 - c. Compressive Strength: ASTM D1621; 20 psi (137.9 kPa) at 10% deflection
 - d. Water Vapor Transmission Rate: ASTM E96; 0.6 perm (34.5 ng/Pa•s•m²)
5. Duro-Last Roof Trak II Walkway Pad (100 square feet) placed around new hatch, orientation determined in the field.
6. No. 2 or better grade wood nailers at edge
7. Bilco Hatch per specification found in section 01010. Payment for this item in included in Bid Item 3.
8. 6 mil polyethylene vapor barrier and vapor barrier seam tape.

3.00 EXECUTION

3.01 Roofing System (water tank and water treatment building)

- A. Completely remove and dispose of existing Built Up Roofing Material. Clean gravel can be stock piled on site for use by City personnel. Gravel with asphaltic or other “non aggregate” material shall be disposed of off site in a legal manner

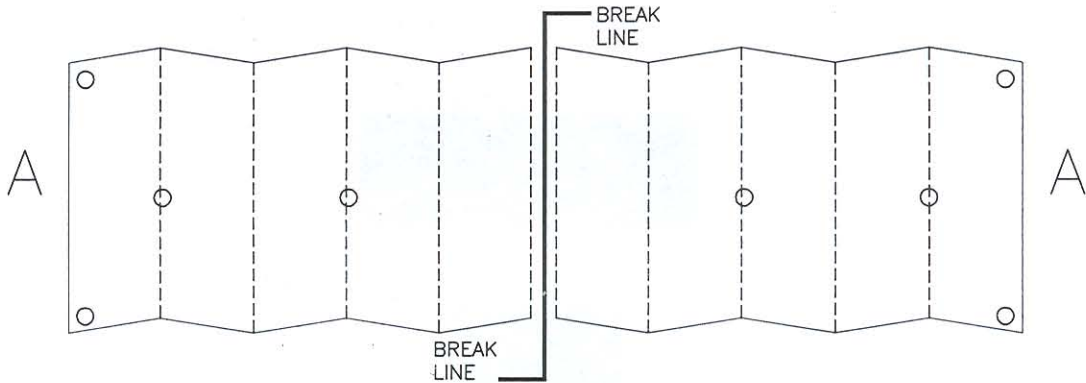
- B. Clean concrete roof deck of all dirt and other deleterious material prior to proceeding with roof install.
- C. Saw cut concrete roof deck (pre-cast twin tee panels) to accept larger Bilco Hatch. Saw cuts shall not, and are not intended to, cut into the beam (stem) portion of the twin tee. Only the roof deck shall be sawcut. The existing size is 30"x36". The 36" dimension will not change. The 30" dimension will be enlarged to accept the 54" Bilco Hatch, remove 12" of roof deck each side of existing opening.
- D. Install Bilco Hatch and curb per Bilco installation requirements. The hatch size specified is a "special size".
- E. Install specified Duro-Last roofing system per manufacturers "Mechanically Fastened Systems" installation guidelines available on line at:
<http://www.duro-last.com/specbook2/MechanicallyAttached/MechanicallyAttached2006.pdf>
- F. Place vapor barrier over clean concrete deck. Seal joints in 6 mil polyethylene vapor barrier with vapor barrier tape. Overlap edge of tank, and building, and terminate vapor barrier just beneath single ply on vertical edges.
- G. Install mechanically attached "recovery board" per Duro-Last detail 1030 drawing A (attached).
- H. Heat welded seams shall be tested by a Manufacturers certified inspector and all repairs completed by the contractor prior to final acceptance and payment. Manufacturers inspector shall provide written documentation of inspection with all deficiencies, if any, noted.
- E. Manufacturers certified inspector shall inspect drip edge installation, two way vents, as well as entire installation. Contractor shall correct deficiencies in or remove and reinstall roofing, vents or drip edge that does not comply with requirements.

End of Section

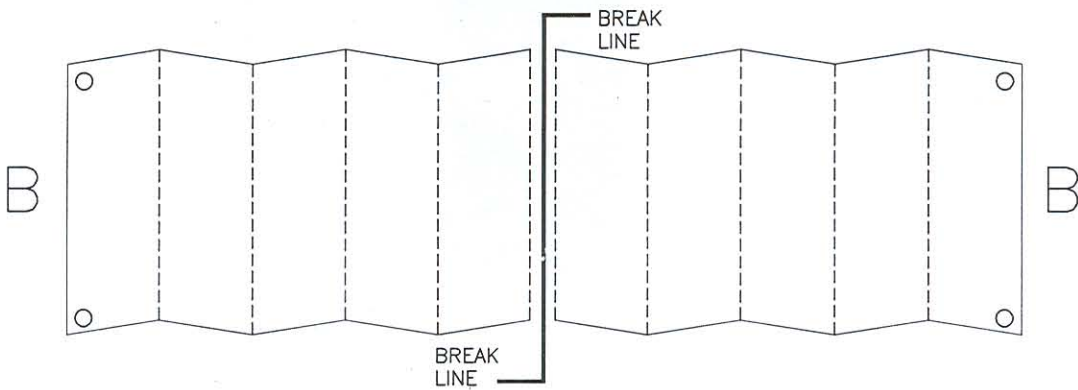


DURO-FAST, INC.

525 Morley Drive
Saginaw, MI 48601



If the fastening tabs run parallel to the long dimension of the fanfold board, place a fastener in each corner and 4-feet on center, max. (See drawing A)



If factory tabs are run perpendicular to the board, a fastener in each corner is required. (See drawing B)

NOTE 1: When fastening insulation, be sure to not over-drive the fasteners and break the facer or crush the insulation.

NOTE 2: Assembly "B" is not allowed for use with the 10' tab system.

DETAIL 1030

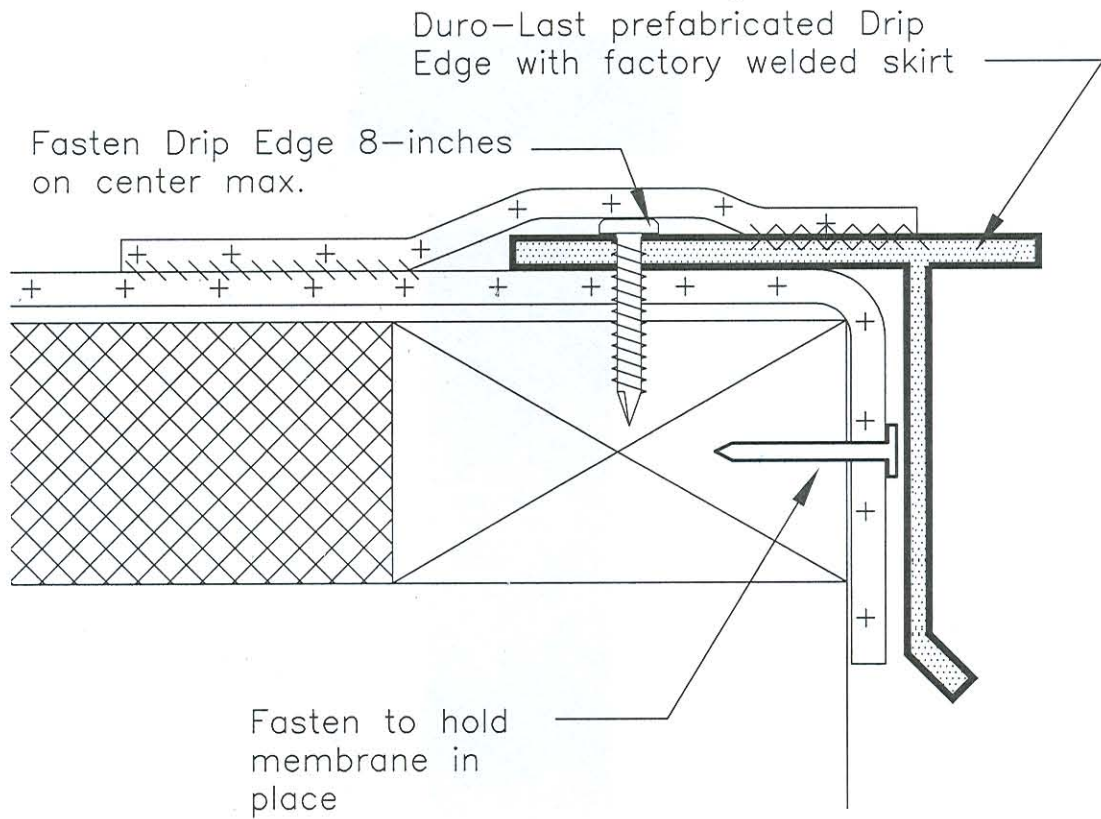
© COPYRIGHT 2006

DATE: DECEMBER 2005	GENERAL DETAILS
DRAWN BY: ENG. DEPT.	FAN-FOLDED UNDERLAMENT FASTENING
SCALE: NONE	NEW CONSTRUCTION OR RE-ROOF



DURO-LAST, INC.

525 Morley Drive
Saginaw, MI 48601



DETAIL 3060

Note 1: A 1-inch gap required between sections of Duro-Last Drip Edge.

Note 2: A wood nailer is required if 1-inch of insulation or greater is used. Top of wood nailer to be flush with top of insulation. Fasteners used to attach wood nailers shall be spaced no greater than 18-inches on center.

© COPYRIGHT 2006

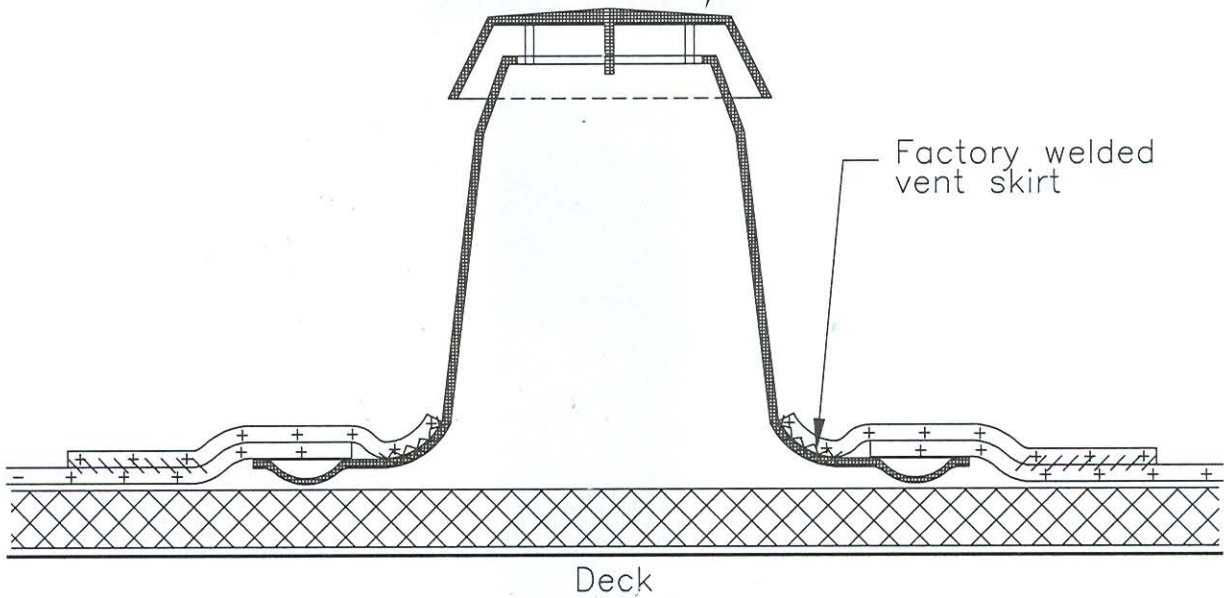
DATE: DECEMBER 2005	EDGE DETAIL
DRAWN BY: ENG. DEPT.	2" DRIP EDGE
SCALE: NONE	NEW CONSTRUCTION OR RE-ROOF



DURO-LAST, INC.

525 Morley Drive
Saginaw, MI 48601

Duro-Last Two-Way Vent
with prefabricated skirt



DETAIL 5010

Note 1: Install one vent for every 1,000 square feet of Duro-Last deck membrane. Vents shall be evenly spaced between rows of fastening tabs across the roof.

Note 2: Cut a 7-inch hole through Duro-Last membrane for vent installation and install feet under membrane. Do not fasten vent to deck.

© COPYRIGHT 2006

DATE: DECEMBER 2005

TWO-WAY VENT DETAIL

DRAWN BY: ENG. DEPT.

TWO-WAY BREATHER VENT

SCALE: NONE

NEW CONSTRUCTION OR TEAR-OFF ONLY

BID DOCUMENTS

ADVERTISEMENT FOR BIDS

The City of Salida Colorado will be accepting separate sealed BIDS for:

Water Tank Roofing Replacement

The work of this project will remove a Gravel Ballasted Built-Up-Roofing system and replace it with a single ply roofing product. The project includes removal and disposal of the existing roofing system, minor concrete repairs, and the replacement of an existing roof access hatch.

Bids will be received by the City of Salida at the City Public Works Department 340 W. Hwy. 291 Salida, CO 81202 until 10:00 AM on March 10, 2010 at which time they will be opened and publicly read aloud.

Electronic PDF construction documents are available to be sent via email at no cost. Hard copies are available to be delivered FedEx after receipt of a non refundable \$50.00 fee.

Copies of the Contract Documents may be obtained after Thursday, February 18, 2010 from:

Schmueser Gordon Meyer, Inc.,
103 W. Tomichi Ave suite A
Gunnison, CO 81230
(970) 641-5355

Electronic copies of the bid documents can be received via email request. Send email requests to:
jerryb@sgm-inc.com or sarahg@sgm-inc.com

Instructions to Bidders

1. Defined Terms.

Terms used in these Instructions to Bidders are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (2002 editions). The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. Copies of Bidding Documents.

2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation may be obtained from Engineer.

2.2. Complete sets of Bidding Documents shall be used in preparing Bids: neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site.

4.1. Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal,

state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

4.2. There will be no scheduled pre-bid meeting. A site visit can be scheduled with Lonnie Oversole, Water Plant Manager by calling 719.539.6721. The whole project is within City limits and open to the public.

4.3. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents or Drawings.

4.4. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. Interpretations.

All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than four days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. Bid Security.

6.1. Bid Security shall be made payable to Owner, in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety.

6.2. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required

Contract Security. Whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh Day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security, is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

7. Contract Time.

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Contract Agreement. A tentative construction schedule is to be submitted with bid.

8. Liquidated Damages.

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. Substitute Material and Equipment.

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

10. Subcontractors, etc.

10.1. If required the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award. The apparent Successful Bidder, and any other Bidder so

requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization. Either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder. but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

10.2. No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

11. Bid Form.

11.1. The Bid Form is attached hereto; additional copies may be obtained from Engineer.

11.2. Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant

secretary. The corporate address and state of incorporation shall be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

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

11.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.7. The address to which communications regarding the Bid are to be directed must be shown.

12. Submission of Bids.

Bids shall be submitted at the time and place indicated in the invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is 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 thereof.

13. Modification and Withdrawal of Bids.

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

13.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that

Bidder will be disqualified from further bidding on the Work.

14. Opening of Bids.

Bids will be opened just after bids are due at Salida Public Works Department.

14.1. When Bids are opened publicly they will read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

15. Bids to Remain Open.

All Bids shall remain open for sixty days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

16. Award of Contract.

16.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, no responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2. In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and alternates, unit prices requested in the Bid forms and construction schedule. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but Owner may accept them in any order or combination.

16.3. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in these instructions. Operating costs,

maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by Owner.

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

16.5. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

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

16.7. If the contract is to be awarded. Owner will give the Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

17. Performance and Other Bonds.

Paragraph 8 of the Construction Agreement set forth Owner's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Owner it shall be accompanied by the required Contract Security.

18. Signing of Agreement.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter Contractor shall, sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached. Within ten days thereafter Owner will deliver all fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties.

BID FORM

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as _____*, to _____, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the **Galleries Water Tank Roofing Replacement** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of the BID, each BIDDER certifies, and in the case of a joint BID, each party has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT by May 1, 2010. BIDDER further agrees to pay as liquidated damages, the sum of **\$500.00** for each consecutive calendar day thereafter as outlined in the Contract Agreement Document.

Bidder acknowledges receipt of the following ADDENDA:

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

* Insert "a corporation", "a partnership", or "an individual", as applicable.

Total Bid: _____

(Written)

(Numeric)

Respectfully submitted:

Signature

Address

Title

Firm Name

Telephone

(SEAL, if Bid is by a corporation)

ATTEST: _____

Name

Contractor's Bid Proposal
City of Salida Galleries Water Tank Roofing Replacement
BASE BID ITEMS

Item #	Estimated Quantity	Unit	Description	Unit Price	Total Price
1	1	L.S.	Galleries Water Tank Roof		
2	1	L.S.	Water Treatment Building Roof		
3	1	L.S.	Galleries Water Tank Hatch Replacement		
4	1	L.S.	Minor Contract Revisions	5,000.00	\$5,000.00

Contractor's Bid Proposal

TOTAL BID: \$ _____

_____ (written)

Submitted by: _____
company

_____ authorized personnel

_____ / _____
typed/printed title

Date of Bid: _____

NOTICE OF AWARD

Dated _____, 20

TO: _____
Bidder

OWNER'S PROJECT NO. _____

PROJECT: _____

CONTRACT FOR: _____

You are notified that your Bid dated _____, 20____, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for _____.

The Contract Price of your Contract is _____ Dollars(\$_____).

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____, 20_____.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement, including all the Contract Documents, Performance and Payment Bonds. Each of the Contract Documents must bear your signature on the cover.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders.
3. You must deliver with the executed Agreement, proof of insurance coverage as

specified in the Contract Agreement Document.

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

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

Owner

By:

Authorized Signature

Title

AGREEMENT DOCUMENTS

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made this ____ day of _____, 20____, by and between _____ (hereinafter referred to as “Builder”), and the City of Salida, Colorado, a Colorado municipal corporation (hereinafter the “City” or “Owner”).

WITNESSETH:

WHEREAS, the City desires that Builder perform the duties of general contractor for the construction of certain improvements, namely the Salida Galleries Water Tank Roofing Replacement (hereinafter the “Project”); and

WHEREAS, Builder desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the Project in writing.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Statement of Work. Builder agrees to manage and supervise the construction of the Galleries Water Tank Roofing Replacement located in Chaffee County, Colorado, as directed by the City and pursuant to the City of Salida Public Works Manual and according to the plans and specifications approved by the City. Builder shall (a) furnish all tools, equipment, supplies, superintendence, transportation and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and skillful manner and in accordance with the provisions of this Agreement; and (d) execute, construct and complete all work included in and covered by this Agreement.

2. Time of Commencement and Completion. Construction under this Agreement will begin no later than _____, and shall be completed by _____ (“Completion Date”). The Completion Date may, at the City’s sole discretion, be extended if approved by the City in writing, but in no event may the Completion Date extend beyond _____. If, due to misconduct or neglect, Builder fails to complete the Project on or before the Completion Date, the City may deduct liquidated damages in the amount of \$500.00 from the contract price per day for each day Builder works beyond this date. It is understood by Builder and the City that actual damages caused by Builder’s failure to complete this Agreement on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract price will be retained by the City as payment by Builder of liquidated damages, and not as a penalty.

3. Compensation. City shall pay and Builder shall receive the contract price of \$_____ as stipulated in the Notice of Award, attached to this contract as Exhibit A and incorporated herein by this reference, as FULL compensation for everything furnished and done by Builder under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

[ALT 3]. Time and Materials Payment. By the 15th day of each month, Builder will submit to the City invoices for all authorized costs incurred in the previous calendar month for the Project. The City agrees to pay Builder the amounts shown on all invoices by the 20th day of each month. If any amount remains unpaid by the 30th day of each month, or ten (10) days after Builder submits said invoices to the City, whichever is later, the City agrees to pay interest on said amount at the rate of 18% per annum until paid.

4. Draw Requests. Builder agrees to perform all work on the Project according to the schedules set forth in the approved Bid Proposal attached hereto as Exhibit B and incorporated herein by this reference. Builder shall submit progress reports to the Public Works Director or his designee showing actual costs incurred and work completed for each pay request. Builder shall also submit to the City monthly draw requests for all authorized costs incurred up to that date for the Project. Upon review and approval of the progress reports and draw requests by the Public Works Director or his designee, the City agrees to pay Builder the amounts shown on all draw requests, minus a ten percent (10%) retainage, no later than the fifteenth (15th) business day following the date the draw request was submitted. Payments may be withheld if:

- A. Work is found defective and not remedied;
- B. Builder fails to meet schedules shown on Exhibit B, as may be amended by the actual construction commencement date.
- C. Builder does not make prompt and proper payments to subcontractors;
- D. Builder does not make prompt and proper payments for labor, materials, or equipment furnished;
- E. Another contractor is damaged by an act for which Builder is responsible;
- F. Claims or liens are filed on the job; or
- G. In the opinion of the City, Builder's work is not progressing satisfactorily.

The City shall disburse the total retainage and the final draw request submitted by Builder upon acceptance of the Project as described in Paragraph 12 below.

5. Liability for Damages. The City its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part of the work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the work, or placed on the worksite during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of Builder or otherwise; or for any damage to any property occurring during or resulting from the work. Builder shall indemnify the City, its officers, agents and employees, against all such injuries, damages and compensation arising or resulting from causes other than the City's neglect, or that of its officers, agents or employees.

6. Inspection of Work and Materials.

- A. The City Administrator or his designee may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interests of the City materials furnished and work done as the work progresses.
- B. The City shall at all times have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.
- C. Builder shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the City, including soil and material tests.
- D. Inspection of the work by the above-mentioned authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Builder.
- E. No material of any kind shall be used in the work until it has been inspected and accepted by the City. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.
- F. Whenever the specifications, the instructions of the City or the laws, ordinances or regulations of any public authority require work to be specially tested or

approved, Builder shall give the City timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for the inspection.

7. Insurance. Builder shall not commence work under this Agreement until Builder has obtained all insurance required under this section and the insurance has been approved by the City Administrator or his designee. Similarly, Builder shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:

- A. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,000,000 per occurrence and \$1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence.
- B. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Builder's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.
- C. Comprehensive Automobile Liability Insurance: Including coverage for all owned, non-owned, and rented vehicles with \$1,000,000 combined single limit for each occurrence.

The City of Salida shall be named as an additional insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Agreement. Certificates of insurance shall be issued prior to execution of the Notice to Proceed.

8. Performance Bond. To secure performance of Builder's obligations under this Agreement, the Builder shall provide the City with a Performance Bond in the amount of the full contract price. Prior to execution of this Agreement, the Builder shall provide the form of the Performance Bond to the City for its review and approval. The City shall be authorized to draw upon the Performance Bond to correct any default by Builder under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the City Administrator. The Performance Bond shall be held by the City through the one year warranty period specified in Paragraph 13 below.

9. Payment of Labor and Materials Bond. To secure performance of Builder's obligations under this Agreement to its subcontractors and suppliers, Builder shall provide the City with a Payment of Labor and Materials Bond in the amount of the full contract price. Prior to execution of this Agreement, the Builder shall provide the form of the Payment of Labor and Materials Bond to the City for its review and approval. The City shall be authorized to draw

upon the Payment of Labor and Materials Bond to correct any default by Builder under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the City Administrator. The Payment of Labor and Materials Bond shall be held by the City through the one year warranty period specified in Paragraph 13 below.

10. Notice to Proceed. Notice to Proceed shall be issued within ten (10) calendar days of the execution of this Agreement by all parties. If the City fails to issue such Notice to Proceed within that time limit, Builder may terminate the Agreement without further liability on the part of either party. Such notice of termination must be tendered in writing to the City. Additionally, the parties may mutually agree that the time for the Notice to Proceed may be extended.

11. Compliance with Laws. Builder and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his or her contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances or regulations are mentioned in this contract, and shall indemnify the City, its officers, agents and employees, against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

12. Certificates and Permits. Builder shall secure at Builder's own expense all necessary certificates, licenses and permits from municipal or other public authorities required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation. Builder shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Agreement, and any extra work performed by Builder.

13. Termination. The City may, at its sole discretion, terminate this Agreement without liability in the event that Builder fails to provide the Performance Bond and/or Payment of Labor and Materials Bond, Certificates of Insurance required by Paragraph 7, or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed set forth in Paragraph 10 above. The City may also, at its sole discretion, on one week's notice to Builder, terminate this Agreement without liability before the completion date, and without prejudice to any other remedy the City may have, when Builder defaults in the performance of any provision, or fails to carry out the construction of the Project in accordance with the provisions of this Agreement.

14. Substantial Completion/Acceptance. The date of substantial completion of the Project shall be a date mutually agreed upon by the City and Builder. In the event that the City and Builder do not reach an agreement as to the date of substantial completion, the Salida City Council shall determine such date. Upon the date of substantial completion, Builder or its engineer shall certify in writing that the improvements have been completed in conformance with the plans and specifications and submit to the City a completed acceptance checklist

utilizing a form approved by the City. Thereafter, and within thirty (30) business days after a request for final inspection by Builder, the City shall inspect the Project and notify Builder in writing and with specificity of their conformity or lack thereof to the plans and specifications. Builder shall make all corrections necessary to bring the Project into conformity with the plans and specifications. Once any and all corrections are completed, the City shall promptly notify Builder in writing that the Project is in conformance with the approved plans and specifications, and the date of such notification shall be known as the Acceptance Date. The Acceptance Date shall coincide with the commencement of the one year warranty period described in Paragraph 15 below. Within thirty (30) days of the Acceptance Date, the City shall pay Builder the amount shown on the final draw request; provided, however, that the amount of funds left from the contract price specified in the Notice of Award are sufficient to cover this amount.

15. Warranty. Builder shall warrant any and all improvements constituting the Project constructed for the City pursuant to this Construction Agreement for a period of twelve (12) months from the Acceptance Date as set forth in Paragraph 14 herein. Specifically, but not by way of limitation, Builder shall warrant that:

- A. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance; and
- B. Any and all structures so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above.

16. Corrections to Project. If, within one (1) year after the date of substantial completion, any of Builder's work on the Project is found to be not in accordance with the standards set forth in the preceding Paragraph 15, Builder shall, at Builder's expense, correct it promptly after receipt of a written notice from the City to do so unless the City has previously accepted such condition. Such notice shall be either delivered personally or by overnight express courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and must be received by Builder as soon as practicable after the City discovers the defect or the loss or damage caused by such defect, but in no event later than the date that the warranty given hereby expires.

17. Modifications. The City may modify this Agreement with respect to the arrangement, character, alignment, grade or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Builder shall accept such modifications when ordered in writing by the City Administrator or his designee. Any such modifications shall not subject Builder to increased expense without equitable compensation, which compensation may be approved by the City pursuant to its Purchasing Policy. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. These deductions shall be determined by the City Administrator or his designee. The determination of any such additional compensation or deduction shall be based on the bids

submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent of the modifications has first been certified by the City in writing and sent to Builder.

18. Attorneys' Fees; Survival; Costs of Collection. Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

19. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement.

20. Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning party.

21. Amendment. This Agreement shall not be amended, except by subsequent written agreement of the parties.

22. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

23. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

25. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

26. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt

requested:

If to the City: City of Salida
PO Box 417 / 124 E. Street
Salida, CO 81201

If to Contractor:

27. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

WHEREFORE, the parties hereto have executed duplicate originals of this Construction Agreement on the day and year first written above.

[BUILDER]:

By _____
Name _____
Title _____

CITY OF SALIDA, COLORADO:

By _____
Jack Lewis, City Administrator

ATTEST:

City Clerk

PHOTOS



Photo 1 - Existing Roof



Photo 2 - Existing Built-Up Roofing Material



Photo 3 - Existing Conditions



Photo 4 - Inverted Tee Beam – Spalled concrete/corroded reinforcement



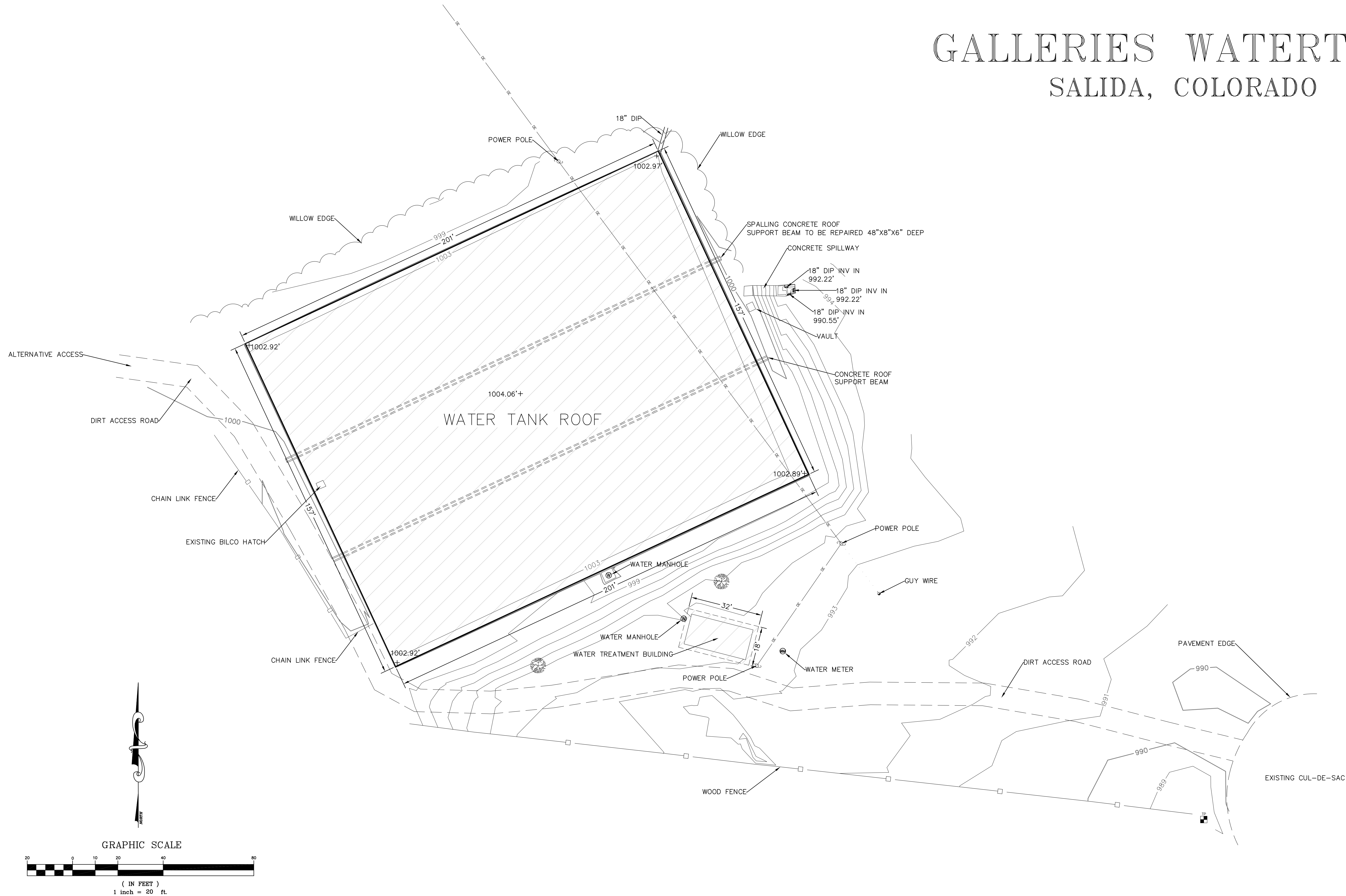
Photo 5 - Access hatch to be replaced



Photo 6 - Existing Water Treatment Building

SITE PLAN DRAWING

GALLERIES WATERTANK SALIDA, COLORADO



S:\2008\2008-213.001\Watertank Galleries.dwg [Galleries Topo.dwg] Saved: Thu, 18 Feb 2010 12:38pm Plotted: Thu, 18 Feb 2010 12:38pm ejsjstsd

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect, in no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



SCHMUESER | GORDON | MEYER
ENGINEERS | SURVEYORS

SCHMUESER GORDON MEYER
118 W. 6TH STREET, SUITE 200
GLENWOOD SPRINGS, COLORADO 81601
(970) 945-1004 FAX (970) 945-5948
ASPEN, COLORADO (970) 925-6727
CRESTED BUTTE, CO (970) 349-5355

EXISTING CONDITIONS GALLERIES WATERTANK

NUM-BER	REVISION	DATE	BY

CITY OF SALIDA

Job No.	2008-213.001
Drawn by:	EB
Date:	02/18/10
Approved:	
File:	GALLERIES TOPO

1
OF
1

COPYRIGHT 2010 SGM, INC.