



# 2017 SALIDA SCOUT HUT RENOVATION PROJECT

CONTRACT DOCUMENTS  
&  
SPECIFICATIONS

February 2017

Prepared By



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City of Salida  
2017 Salida Scout Hut Renovation Project

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2017 SALIDA SCOUT HUT RENOVATION PROJECT

Bid Documents



Advertise for Bid

Advertise for Bid

City of Salida

The City of Salida will be accepting sealed bids, from qualified General Contractors for the 2017 Scout Hut Renovation Project until **Wednesday, February 15, 2017 at 9:00 A.M.** at the Salida Public Works Department, 340 W. Hwy 291, Salida, CO 81201 at which time they will be opened and publicly read aloud. Proposals will be acted upon by the Salida City Council at the meeting scheduled for March 7, 2017. Selected bidder must furnish a copy of their General Contractor's general liability insurance policy listing City of Salida as additionally insured.

Bids should be sealed and titled "2017 Salida Scout Hut Renovation Project". The project is tax exempt, the general contractor will be provided with the tax exempt number for project related material purchases.

A non-mandatory pre-bid meeting will be held on **Wednesday, February 1, 2017 at 2:00 P.M.** at the Scout Hut Building, 210 East Sackett Avenue, Salida, CO 81201. The construction of this project shall be started no sooner than March 13, 2017 and completed no later than December 31, 2017.

PDF Construction Drawing documents may be obtained free of charge via email by contacting Kevin Crowley at [kevin.crowley@cityofsalida.com](mailto:kevin.crowley@cityofsalida.com) or Project Architect, Helmstetler Architects at [khelmstetler@helmstetlerarch.com](mailto:khelmstetler@helmstetlerarch.com). Subject line shall be 2017 Salida Scout Hut Renovation Project.

All questions must be submitted in writing and directed to Kevin Crowley, 448 E. 1st Street, Suite 112, Salida, CO 81201, [kevin.crowley@cityofsalida.com](mailto:kevin.crowley@cityofsalida.com), 719-539-6257. The City of Salida reserves the right to refuse any and all bids.

2017

/s/ David Lady

Public Works Director

Advertise

Jan 13, 18, 20, 20, 2017





## **Instructions to Bidders**

### **1. Defined Terms.**

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 Project Manager.
- 2.2. Complete sets of Bidding Documents shall be used in preparing Bids: neither Owner nor Project Manager assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3. Owner and Project Manager 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.
- 2.4. General Contractors will be allowed to reproduce copies of the PDF files either electronically or as hard copies for their use and their subcontractors' and suppliers' use in bidding and constructing the facilities. General Contractors acknowledge that the electronic copies and any printed copies are Instruments of Service of the Project Architect and shall not be used for any other purpose without the written consent of the Project Architect.

### **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 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 a non-mandatory pre-bid meeting for this project on Wednesday, February 1, 2017. Questions can be submitted to [kevin.crowley@cityofsalida.com](mailto:kevin.crowley@cityofsalida.com).
- 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 and are within the City of Salida Colorado.
- 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 Project Manager in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Project Manager 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 of 5% is applicable to this project.

6.2. The Bid Security of the Successful Bidder, if required, 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 Project Manager, application for such acceptance will not be considered by Project Manager 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 Project Manager 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 Project Manager does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Project Manager.

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 Project Manager.

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.

In addition to the Bid form, Bidders shall also include a preliminary schedule and the methodology for the sequencing of the project.

#### **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 24 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. 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 and verification of bid amounts.

#### **15. Bids to Remain Open.**

All Bids shall remain open for 60 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, non-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 and the City.

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 Property Manager 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 five 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. Project Manager will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties.



**Contractor's Bid Proposal**  
 City of Salida 2017 Salida Scout Hut Renovation Project  
**BASE BID SCHEDULE**

Project Description:	\$SF	Total Cost
As graphically illustrated and noted as Base Bid in the Project Construction Drawing Documents		
Itemize the labor and material cost to build deck <i>(include this cost in Total Base Bid)</i>		
Itemize the labor and material cost to remove the existing building's roofing and underlayment, and to install the new underlayment and metal roofing <i>(include this cost in Total Base Bid)</i>		

TOTAL BASE BID: \$ \_\_\_\_\_

\_\_\_\_\_ (written)

Submitted by: \_\_\_\_\_

Company

\_\_\_\_\_

Authorized Personnel

\_\_\_\_\_

Typed/printed

Date of Bid: \_\_\_\_\_

**BASE BID FORM**

Proposal of \_\_\_\_\_(hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_\* (\* insert "a corporation", "a partnership", or "an individual", as applicable) to the City of Salida (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the **2017 Salida Scout Hut Renovation Project** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the price 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 no later than **December 31, 2017**. BIDDER further agrees to pay as liquidated damages, the sum of **1% of contract amount** for each consecutive calendar day thereafter as outlined in the Contract Agreement Document.

Bidder acknowledges receipt of the following ADDENDA:

No. \_\_\_\_\_ dated \_\_\_\_\_

Total Bid (base bid only): \_\_\_\_\_  
(Written)

\_\_\_\_\_  
(Numeric) Respectfully

submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone



**Notice of Award  
Exhibit A**

Dated \_\_\_\_\_

Owner: City of Salida	Owner's Project Manager: Kevin Crowley	Owner's Resolution No.:
Name of Project / Contract: <b>2017 Salida Scout Hut Renovation Project</b>		Project Architect: Helmstetler Architects + Associates
Contractor:		

Contractor's Address: (send Certified Mail, Return Receipt Requested)  
\_\_\_\_\_  
\_\_\_\_\_

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the **2017 Salida Scout Hut Renovation Project** contingent upon delivery of all conditions outlined in the Agreement or herein.

See the Bid Documents for details of the scope of work.

The Contract Price of your Contract is \$ \_\_\_\_\_  
(written) \_\_\_\_\_

Three (3) of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within five (5) days of the date you receive this Notice of Award.

1. Deliver to the Owner two (2) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]

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

Within two days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Salida  
\_\_\_\_\_  
Owner

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

Steven Rabe  
Interim City Administrator





2017 SALIDA SCOUT HUT RENOVATION PROJECT

Agreement Documents



## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Contractor"), and the City of Salida, Colorado, a Colorado municipal corporation (hereinafter the "City").

### WITNESSETH:

WHEREAS, the City desires that Contractor perform the duties of general contractor for the construction of certain improvements, namely the \_\_\_\_\_ (hereinafter the "Project"); and

WHEREAS, Contractor 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. Contractor agrees to manage and supervise the construction of the 2017 SALIDA SCOUT HUT RENOVATION PROJECT located in the City of Salida, 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. Contractor 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 sooner than **March 13, 2017** and shall be completed by **December 31, 2017 ("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 **February 1, 2018**. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, the City may deduct liquidated damages in the amount of \$.01% of the contract price per day for each day Contractor works beyond this date. It is understood by Contractor and the City that actual damages caused by Contractor'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 Contractor of liquidated damages, and not as a penalty.

3. Compensation. City shall pay and Contractor 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 Contractor 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.

4. Draw Requests. Contractor 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. Contractor shall submit weekly progress reports to the Public Works Director or his designee showing actual costs incurred and work completed. Contractor shall also submit to the City monthly draw requests for all authorized costs incurred up to that date for the Project, if the time for the work exceeds one month. Upon review and approval of the progress reports and draw request(s) by the Public Works Director or his designee, the City agrees to pay Contractor the amounts shown on all draw requests, minus a ten percent (10%) retainage for any payments other than the final payment, no later than the fifteenth (15<sup>th</sup>) business day following the date the draw request was submitted. Payments may be withheld if:

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

The City shall disburse the total retainage and the final draw request submitted by Contractor 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 Contractor or otherwise; or for any damage to any property occurring during or resulting from the work. Contractor 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. Contractor 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 Contractor.
- 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, Contractor 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. Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required under this section and the insurance has been approved by the City Administrator or his designee. Similarly, Contractor 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 Contractor'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 Contractor's obligations under this Agreement, the Contractor shall provide the City with a Performance Bond in the amount of the full contract price. The Contractor 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 Contractor 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 Contractor's obligations under this Agreement to its subcontractors and suppliers, Contractor shall provide the City with a Payment of Labor and Materials Bond in the amount of the full contract price. After the execution of this agreement

and prior to the notice to proceed, the Contractor 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 Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the City Administrator.

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, Contractor 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. Contractor 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. Contractor shall secure at Contractor'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. Contractor 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 Contractor.

13. Termination. The City may, at its sole discretion, terminate this Agreement without liability in the event that Contractor 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 Contractor, terminate this Agreement without liability before the completion date, and without prejudice to any other remedy the City may have, when Contractor 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 Contractor. In the event that the City and Contractor 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, Contractor shall certify in writing that substantially all improvements described in the Statement of Work have been completed in conformance with the plans and specifications and submit to the City a completed substantial completion list utilizing a form approved by the City. Thereafter, and within thirty (30) business days after a request for final inspection by Contractor, the City shall inspect the Project and notify Contractor in writing and with specificity of their conformity or lack thereof to the plans and specifications. Contractor 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 complete a Project Acceptance Form and promptly notify Contractor 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 Contractor 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. Contractor 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, Contractor 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 Contractor's work on the Project is found to be not in accordance with the standards set forth in the preceding Paragraph 15, Contractor shall, at Contractor'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 Contractor 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. Contractor shall accept such modifications when ordered in writing by the City Administrator or his designee. Any such modifications shall not subject Contractor 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 Contractor.

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:

To the City:

**City of Salida**  
**Kevin Crowley, Buildings and Grounds Maintenance Supervisor**  
**448 E. 1st Street, Suite 112**  
**Salida, CO 81201**  
**(719) 539-6257**

If to Contractor:

27. Status. Contractor is an independent contractor and none of its employees or agents shall be considered an employee or agent of the City for any purpose.

28. Insurance and Governmental Immunity Act. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the other parties would otherwise be entitled under C.R.S. §24-6-101, et seq. as amended.

29. Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor warrants, represents, acknowledges, and agrees that:

- A. Contractor does not knowingly employ or contract with an illegal alien.
- B. Contractor does not knowingly employ or contract with an illegal alien to perform work or enter into a contract with a subcontractor that fails to verify to City that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, administered by the

Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the City written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the City in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph shall be null and void if E-Verify is discontinued.

- D. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the City obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
- (a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (b) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- G. If Contractor violates this Paragraph, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

30. 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.

31. 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.

[CONTRACTOR]:

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

CITY OF SALIDA, COLORADO:

By \_\_\_\_\_  
City Administrator

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk/Deputy City Clerk



2017 SALIDA SCOUT HUT RENOVATION PROJECT

Technical Specifications



## SUMMARY OF WORK

### 1.1 GENERAL

### 1.2 Work Covered by the Contract Documents

- A. This project requires the General Contractor to provide a 1 year material and workmanship warranty for all work under this project.

### 1.3 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 Project Manager, 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 not award work to Subcontractor(s) in excess of seventy (70%) percent of the Contract Price without prior written approval of the OWNER (City of Salida).
3. The CONTRACTOR shall be fully responsible for the acts and omissions of his Subcontractors, and or persons either directly or indirectly employed by them.
4. The CONTRACTOR shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the CONTRACTOR.
5. 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. Access will be maintained for property owners during the

project. It is the Contractors responsibility to maintain access to all property owners and to inform property owners, through the City, of any inconvenience to their access.

- 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.
  1. 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 not enter upon private property, outside of the established easements or work limits for this project, for any purpose without first obtaining written permission from the owner. A copy of the document giving CONTRACTOR permission to enter private property along with all terms of the agreement shall be transmitted to the OWNER prior to entering property.
2. CONTRACTOR shall be responsible for the preservation of all public and private property, trees, fences, survey monuments, underground structures, etc., on and adjacent to the site and shall use every precaution necessary to prevent damage or injury thereto. He shall protect from disturbance or damage, all land monuments and property corners, if any are encountered, until an authorized agent (City Surveyor) has witnessed or otherwise referenced their location, and shall not remove them until directed. He shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct in his or any Subcontractor's manner, or method or executing said work, due to this or any Subcontractor's non-execution of said work, or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and warranty period expired.
3. The CONTRACTOR shall be responsible for all utilities required for construction at no cost to the OWNER. This would include Contractors office (if any), compaction water (discussed elsewhere in these specifications) and any temporary power or phone service if Contractor so desires to establish such.
4. Sanitary facilities for the use of project personnel shall be properly secured, located, erected and maintained by the CONTRACTOR at such points acceptable to the OWNER and convenient to the work.

#### 1.4 Construction Observation

- A. The OWNER will supply construction observation services and trench/subgrade compaction testing as well as concrete and asphalt testing. Observation and testing will be provided at no additional cost to the CONTRACTOR between the



hours of 7:00 a.m. and 6:00 p.m. (or such hours as previously agreed to during the Preconstruction Meeting) not to exceed ten (10) hours per day, Monday through Friday, excluding OWNER's holidays. Any observation time required outside of the above indicated hours must be planned and approved in advance by the City (Owner). Also any need for retesting due to the failure of test will be the responsibility of the Contractor.

- B. The City will be the project manager for this project. On-site inspectors will be present from the City, however any on-site inspectors or representative of the Project Manager or City shall not have the authority to render any binding decisions nor make any binding judgments to the contractor pertaining to any work which may change the contract price or time of completion, or the quality of the work, or to a manner in which the work is being performed. All such changes must go through proper change order procedures and be approved in advance. On-site inspectors do however have the authority to insure and require of the contractor that all work be completed per all requirements in the plans and specifications.

1.5 Sequence of Work

- A. Submit a schedule for the work prior to the pre-construction meeting or just after Notice to Proceed.

1.6 Contractor Furnished Materials

- A. The Contractor will furnish all materials called out in these specifications, on the bid schedule and within the construction drawings.

End of Section

## **CONTRACT CLOSEOUT**

### 1.1 GENERAL

1.2 Scope. Work to be performed under this section shall include all labor, equipment, materials and miscellaneous items necessary to provide all documents, information and items as specified herein.

### 1.3 Related Work Specified Elsewhere.

All specification sections.

### 1.4 Project Record Documents.

A. Job site documents: Maintain at the job site one record copy of the following:

1. Drawings
2. Specifications
3. Addenda
4. Reviewed Shop Drawings and/or submittals
5. Change Orders
6. Other Modifications to Contract

1.5 Closeout Procedures. The following project closeout procedure defines the responsibilities of the Contractor, Owner and Project Manager in closing the project:

Step 1: Contractor advises City of Salida Public Works Director in writing that he has reached "Substantial Completion" and provides a list of items to be completed or corrected. Closeout may be conducted by areas or portions of the work if requested by Owner.

Step 2: City and Project Manager inspects the work to determine if it is substantially complete, and issues a Substantial Completion Form plus a "punch list" of items to be completed or corrected.

Step 3: Contractor completes and/or corrects all punch list items and notifies in writing that his work is ready for final inspection. At this time, a final application for payment is submitted to the Project Manager.

Step 4: City and Project Manager makes final inspection. When the Work is found to be acceptable under the Contract Documents, and the contract fully performed, Project Manager will issue a Project Acceptance form for approval for payment..

1.6 Re-Inspection Fees. Should the Contractor fail to complete and/or correct all punch list items such that additional inspections are required by the Project Manager, the Contractor will be billed at the Project Manager's current rate for additional services. If the Contractor has any question with regard to any items on the punch list, he/she is to request clarification before final inspection.

1.7 Final Paperwork. Prior to release of final payment, the General Contractor shall deliver the following items to the Project Manager:

- Inspection Certificates, as applicable.
- General Contractor's one year guarantee of materials and workmanship.
- Final application for payment.
- Contractor's affidavit of release of liens.
- Contractor acknowledgement of Date of Substantial Completion.

- 1.8 Warranties. The General Contractor and each subcontractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other Work resulting there from, which shall appear in his Work within a period of ONE year from the date of Project Acceptance and in accordance with the terms of any special warranties provided in the Contract. The Owner shall give notice of observed defects with reasonable promptness. A complete warranty inspection will be scheduled at approximately eleven (11) months.

Upon completion of his Work, the General Contractor shall deliver to the Project Manager in duplicate, a written warranty based on the provision of the Article properly signed and notarized. Warranty shall be address to the Owner.

# Substantial Completion Form

Dated \_\_\_\_\_

Owner: City of Salida	Owner's Project Manager: Kevin Crowley	Owner's Resolution No.:
Name of Project / Contract: 2017 Salida Scout Hut Renovation Project		Project Architect: Helmstetler Architects + Assoc.
Contractor:		

**In the space below, itemize what tasks remain outstanding for the project and the timeline for completion of each (attach additional sheets as necessary).**

**Total Amount to be Retained Pending Final Completion: \$** \_\_\_\_\_

**Contractor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**City of Salida:**

\_\_\_\_\_  
Signature – Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Department Head

\_\_\_\_\_  
Date

# Project Acceptance Form

Dated \_\_\_\_\_

Owner: City of Salida	Owner's Project Manager: Kevin Crowley	Owner's Resolution No.:
Name of Project / Contract: <b>2017 Salida Scout Hut Renovation Project</b>		Project Architect: Helmstetler Architects + Associates
Contractor:		

Contractor's Address: (send Certified Mail, Return Receipt Requested)

\_\_\_\_\_

This form serves to verify final completion of the above reference project and the receipt of final project documentation as noted below.

- |   |                         |
|---|-------------------------|
| <input type="checkbox"/> <b>Warranty</b><br>Warranty Dates: _____   | Received By _____       |
| <input type="checkbox"/> <b>Operating Manual</b>                    | Received By _____       |
| <input type="checkbox"/> <b>Equipment Manual</b>                    | Received By _____       |
| <input type="checkbox"/> <b>As Builts</b>                           | Received By _____       |
| <input type="checkbox"/> <b>Notice of Final Settlement</b>          | Publication Dates _____ |
| <input type="checkbox"/> <b>Council Approval to Release Payment</b> | Meeting Date _____      |

\_\_\_\_\_  
Contractor

Received by:

\_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

Date

City of Salida

\_\_\_\_\_  
Owner

Given by:

\_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

Date





CITY OF SALIDA  
448 E 1<sup>st</sup> Street  
Salida, CO 81201  
719.539-6257