



INVITATION FOR BIDS

PROJECT MANUAL

including

CONTRACT DOCUMENTS and SPECIFICATIONS

for the

College Mesa Water Treatment Plant Electrical Improvements Project

Phase 4

CITY OF DURANGO, COLORADO

June 26, 2020

City of Durango, Colorado

**City of Durango, Colorado
ADVERTISEMENT FOR BID
INVITATION FOR BIDS**

College Mesa Water Treatment Plant Electrical Improvements Project – Phase 4

The City of Durango Colorado, by and through its Grants/Contracts Division, is accepting proposals from qualified individuals or firms for the **College Mesa Water Treatment Plant Electrical Improvements Project- Phase 4**. Proposals will be received by the City of Durango until **3:00 PM (Local Time), on August 4, 2020**. The project includes construction demolition and the installation of a Main Electrical Distribution Center. Additional work description can be found in the bid documents. **There will be a mandatory pre-bid conference at 10:00 AM (Local Time) on July 7, 2020, College Mesa Water Treatment Plant located at 980 County Road 239 Durango, CO 81301 to familiarize bidders with the project. Late arrival or failure to attend the pre-bid conference will result in disqualification. The City requires the wearing of face masks and social distancing at all public facilities.**

Bids and questions must be delivered electronically, via Rocky Mountain E-Purchasing Systems, www.bidnetdirect.com/colorado. It is the sole responsibility of the bidder to see that the proposal is received before the submission deadline. Late proposals will not be considered. Bids must be delivered electronically, via Rocky Mountain E-Purchasing Systems.

Bid documents and/or supporting information may be downloaded, at no charge, from the following web site: www.bidnetdirect.com/colorado Click on “Vendor Registration” or “Vendor Login”, as applicable. **Or at the City of Durango’s website: www.DurangoGov.org.** Addendums and plan sets will not be posted on the City’s website.

The City of Durango reserves the right to reject any and all proposals, to waive any informalities and minor irregularities in proposals, and to accept the proposal deemed, in the opinion of the City, to be in the best interest of the City of Durango. This project is being bid in accordance with the City of Durango Purchasing Policy

Published: June 26 & June 27, 2020

TABLE OF CONTENTS

I. Information for Bidders

- Bidding Timetable

II. Scope of Work

III. Insurance

IV. Illegal Alien Certification

V. Bidder Qualifications

VI. Bid Submission

- Bid Sheet
- Construction Schedule
- List of Subcontractors
- Statement of Residency

Sample Documents

- Notice of Award
- Acceptance of Notice of Award
- Standard Form of Agreement Between City and Contractor for Construction Services
- Notice to Proceed and Acceptance of Notice to Proceed
- Change Order

Special Provisions

Attachments:

- Electrical Plans
- Civil Plans
- Generator/ATS Plans
- Switchgear Plans
- Solar Plans
- Communication Plans
- Division 26 Standards

I. INFORMATION FOR BIDDERS

Bids will be received by the City of Durango (herein called the “Contracting Agency”) until **August 4, 2020, 3:00 p.m. (Local Time)**. Bids must be delivered via: www.bidnetdirect.com/colorado prior to deadline. It is the sole responsibility of the bidder to see that the bid is received before the submission deadline. Late bids will not be considered.

There will be a Mandatory pre-bid conference at 10:00 AM (Local Time) on Tuesday July 7, 2020 at the College Mesa Water Treatment Plant, 980 County Road 239 Durango, CO 81301 to familiarize bidders with the project. Late arrival or failure to attend the pre-bid conference will result in disqualification. The City requires the wearing of face masks and social distancing at all public facilities.

Each bidder, before submitting a bid, shall become fully informed as to the extent and character of work required. All questions must be submitted electronically via: www.bidnetdirect.com/colorado prior to the deadline stated in the Bidding Procedure Timetable. The City will respond to all questions in the form of an Addendum uploaded to www.bidnetdirect.com/colorado.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, and the Bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. Any improperly completed bids will not be accepted.

The Contracting Agency may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered and will be rejected. No Bidder may withdraw a Bid within 30 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Contracting Agency and the Bidder.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and review of the drawings and specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or the nature of the Work to be done.

The Bid Documents and any Addenda issued contain the provisions required for the construction of the Project. Information otherwise obtained from an officer, agent or employee of the Contracting Agency, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

City of Durango Standard Agreement is provided herein, is for reference only, and is non-negotiable.

The following information regarding Bonding requirements is applicable failure to comply as stated will result in a withdrawal of contract:

Each bid must be accompanied by a Bid Bond payable to the Contracting Agency for five percent (5%) of the total amount of the Bid.

A Performance Bond and a Labor and Material Payment Bond, each in the amount of 100 percent (100%) of the Contract Price (Base Bid plus Force Account Items), with a corporate surety approved by the Contracting Agency, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Bid Bonds or Labor and Material Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.

Each Bid **must** include the provided List of Subcontractors to be assisting in the project.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Labor and Material Payment Bond within fifteen (15) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case the Bidder fails to execute the Agreement, the Contracting Agency reserves the right to exercise its option to consider the Bidder in default, in which case, the Bid Bond accompanying the Proposal shall become the property of the Contracting Agency.

Within fifteen (15) calendar days of receipt of acceptable Performance Bond, Labor and Material Payment Bond, proof of insurance, W9, any other required documents, and an Agreement signed by the party to whom the Agreement was awarded, the Contracting Agency shall sign the agreement and return to such party an executed duplicate of the Agreement. Should the Contract Agency not execute the Agreement within such period, the Bidder may, by Written Notice, withdraw said signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Contracting Agency.

The Contracting Agency shall issue the Notice to Proceed within ten (10) calendar days of the execution of the Agreement. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Contracting Agency and Contractor. If the Notice to Proceed has not been issued within the ten (10) calendar day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the party of either party.

Each Bidder shall demonstrate their experience in construction trades as related to electrical work and site work (excavation, underground utilities, concrete work) as required for Phase 4. At the time of the Bid, the Bidder shall provide to the Contracting Agency a list of at least three (3) successfully completed projects of similar nature. Include the size and a description of each of the three projects. Include in each list the date, dollar amount of the project, and name of the responsible person for whom the work was done.

The Contracting Agency reserves the right to reject any or all Bids and to waive informalities when such action is deemed to be in the best interest of the Contracting Agency.

A conditional or qualified Bid may be cause for rejection.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Projects, shall apply to the Contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way

relieve any Bidder from any obligation in respect to his Bid. For the purposes of this Invitation For Bids, the City of Durango shall be designated “City” and successful Contractor shall be “Contractor.”

City of Durango Standard Agreement is provided herein, is for reference only, and is non-negotiable.

The City reserves the right to negotiate any and all elements of any proposal.

This IFB includes a project description, scope of work, submission requirements, selection process and criteria, insurance requirements, and Sample Standard Form of Agreement between City and Contractor for Contractor Services Agreement. Sample Agreement is for reference only and is non-negotiable. Any bid that fails to conform to the essential requirements of the Invitation For Bids will be rejected.

a. Any bid that does not conform to the applicable specifications shall be rejected unless the invitation authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the IFB.

b. Bid shall be rejected when the bidder imposes conditions that would modify requirements of the invitation or limit the bidder's liability to the Owner, since to allow the bidder to impose such conditions would be prejudicial to other bidders. For example, bids shall be rejected in which the bidder:

1. Protects against future changes in conditions, such as increased costs, of total possible costs to the Owner cannot be determined
2. Fails to state a price and indicates that price shall be “price in effect at time of delivery”.
3. Takes exceptions to the IFB terms and conditions.
4. Inserts the bidder’s terms and conditions

Prospective firms are encouraged to carefully read this IFB in its entirety.

BIDDING TIMETABLE

Projects 1st Publication	June 26, 2020
Projects 2nd Publication	June 27, 2020
Mandatory Pre-Bid Conference	July 7, 2020, 10:00 a.m. (Local Time)
Location of Pre-Bid	College Mesa Water Treatment Plant, 980 CR 239, Durango, CO 81301
Contractor Questions Due	July 21, 2020, 3:00 p.m. (Local Time)
Final Addendum Issued by Purchasing	July 28, 2020, 4:30 p.m. (Local Time)
Bid Opening	August 4, 2020 3:00 p.m. (Local Time)
Notice of Award	August 6, 2020
Notice to Proceed	August 20, 2020
Project Commences	TBD
Number of Construction Days	150
Project Completion	TBD

II. SCOPE OF WORK

Work to be completed with this project shall be as described in the Project Drawings with Specifications, and the Special Provisions within the Contracting Documents.

Project Description:

- Potholing for verification of existing utilities.
- Sanitary sewer pumping station vault installation & relocation of piping.
- Construction of foundations and installation of City supplied 1000 kW generator and ATS.
- Installation of conduit/480V cabling/pull box from LPEA transformer & generator to the ATS.
- Installation of contractor supplied switch gear (1600A Main) in an existing building: new, "Main Electrical Distribution Center".
- Installation of conduit/cabling from ATS to switch gear.
- Installation of conduit/cabling/pull boxes from the switch gear to existing and new WTP site feeders.
- Installation of conduit/Cat5/pull boxes for communications. Fiber by others.
- Installation of a site panel array: 480V panel, transformer, 240/120V panel, SPD's, convenience outlets, City provided control panel.
- Bid Alternate: Installation of conduit/cabling/pull boxes, disconnect, and metering for a solar photovoltaic system. Panel array by others.

III. INSURANCE

A. The Successful Contractor shall not commence work under this Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this section.

B. The Successful Contractor shall procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

C. Successful Contractor shall procure and maintain and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in

Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) – policy limit, and One Million Dollars (\$1,000,000) disease – each employee.
2. Comprehensive General Liability insurance with minimum single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest's provision.
3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than Five Hundred Thousand Dollars (\$500,000) each occurrence and One Million Dollars (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interest's provision.

D. The policies required above, except for the Workers' Compensation insurance and Employer's Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

E. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and copies of such certificates shall be forwarded to the City prior to start of Work. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the

agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the Owner.

IV. ILLEGAL ALIEN CERTIFICATION

Per State Statute, all City of Durango contracts for services are now required to include certification that the contractor does not knowingly contract with illegal aliens.

HB 1343 requires certification from the contractor that the contractor has registered with, or certified that they are in compliance with, the E-Verify Program, formerly known as the Basic Pilot Program. While this program is not new, it is unknown to most people doing business with municipalities in the State of Colorado. The E-Verify Program is a free program run by the Federal Government within the Department of Homeland Security. The program requires an employer to apply for entry into the program and make certain agreements with the Department of Homeland Security and Social Security programs.

An employer must apply to participate in the E-Verify Program over the internet. Following is the website: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. A set of instructions will appear, and the applicant should follow those instructions to apply.

Therefore, effective immediately, every Successful Contractor shall be required to:

- 1) Fill out the Certification Statement Regarding Illegal Aliens form and return it to the City of Durango Purchasing Agent, and
 - 2) Apply to participate in the E-Verify Program with the Division of Homeland Security.
- The City will not make payments on any contract until the required form is on file in the office of the Grants/Contracts Division.

V. BIDDER QUALIFICATIONS

In evaluating each bidder, consideration shall be made utilizing the following criteria. Deficiency in any of the areas listed below may be adequate cause for bid rejection.

- A. Bidder shall provide a separate representative list of the firm's current and previous contracts, with a contract person and telephone number, related to the services requested.
- B. The ability, capacity, and skill of the bidder to perform the contract or provide the service required.

- C. The quality of performance of previous contracts or services, either with the City or with other customers.
- D. The cost of the service to the City of Durango

VI. BID SUBMISSION

- Submit Bids electronically via www.bidnetdirect.com/colorado prior to deadline. All Bid proposals must be made on the required Bid form. Please submit all your required documents in a single pdf file in the bidder's company name. Any exceptions to the specifications must be attached hereto and made a part of the contract. Retain one copy for your records.
- Include the items listed in Section V (A) (above) with Bid Sheet.
- Each Bid must be accompanied by a Bid Bond payable to the Contracting Agency for five percent (5%) of the total amount of the Bid.
- Provide a list of equipment to be used in performing the services required.
- Successful Contractor must have or obtain a City Business License prior to the start of the project.
- Successful Contractor must complete a W-9 form (Taxpayer Identification No.) prior to the start of the project.
- A Statement of Residency Form must be completed and returned with bid.
- The City of Durango is exempt from all local, state and federal taxes.
- The City of Durango reserves the right to reject any and all bids.

**City of Durango
Grants/Contracts Division
949 E 2nd Avenue
Durango CO 81301
970.375.4994
BID SCHEDULE
August 4, 2020 3:00 P.M. (Local Time)**

See attachments for Bid Schedule and List of Subcontractors to be filled out and submitted with Bid.

BID

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____* to the City of Durango (hereinafter called "Contracting Agency").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the Grandview Pump Station Phase 1 and/or Phase 2 Improvements Project in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies, and in the case of joint Bid, each party thereto certifies as to their own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this 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 in 150 days Construction days (Monday-Friday, excluding holidays) after the Notice to Proceed. Bidder further agrees to pay as liquidated damages, and not as penalty, of \$300 per day for each consecutive calendar day thereafter as provided in the General Conditions.

Bidder acknowledges receipt of the following Addendum:

ADDENDUM NUMBER	DATE	ACKNOWLEDGEMENT
Addendum No. 1		
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		

* Insert "a Corporation", "a Partnership", "an Individual", as applicable.

Bidder agrees to perform all work described and contained in the bid documents for the unit prices or lump sums as shown on the Bid Schedule for the Project. Bidder acknowledges that quantities are estimated and are only for the purpose of comparing bids.

Bidder acknowledges that payment will be based on the lump sum price or the actual quantities furnished, installed, or constructed as provided for in the bid documents and approved by the City of Durango.

Bidder acknowledges that the cost of a 100% Performance and Payment Bond is included in the foregoing Bid, and agrees to furnish said Bond in the amount of the Bid items plus all force account items specified by an asterisk in the Forced Account Project Special Provisions, with a Surety Company satisfactory to the Owner at the time of execution of the Agreement or a suitable Letter of Intent.

Signature: _____

Title: _____

Company: _____

Address: _____

Telephone: _____

FAX: _____

City of Durango Business License No. _____

(SEAL) - if bid is by a Corporation

ATTEST:

Name: _____

(Please type)

Title: _____

(end of bid schedule)

LIST OF SUBCONTRACTORS

Contractor _____

1	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
2	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
3	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
4	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
5	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
6	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail
7	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	
			E-mail

Attach additional pages if needed



NOTICE OF AWARD
City of Durango, Colorado

Date_____

CONTRACTOR'S NAME

Re: College Mesa Water Treatment Plant Electrical Improvements Project – Phase 4

Dear CONTRACTOR:

You are hereby notified that the City of Durango has accepted your bid for the above-referenced project in the amount of \$.

Within fifteen (15) calendar days, you are required to provide the following items to the Grants/Contracts Division, 949 East 2nd Avenue, Durango CO 81301:

- a. Executed Agreement/Contract (2 originals);
- b. Certificates of Insurance **NAMING THE CITY OF DURANGO AS AN ADDITIONAL INSURED** and which contains a Notice of Cancellation clause which is absolute and does **not** contain language such as “endeavor to” notify or “failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.” If standard certificate is used with such language crossed out, representative shall **initial, and date said deletions**.
- c. Payment and Performance bonds, if required by Request for Proposal/Invitation to Bid;
- d. Proof of Workers' Compensation coverage;
- e. Executed Acceptance of Notice of Award (Page 2 of this Notice of Award); and
- f. Completed W-9.
- g. Copy of City of Durango Business License

If you fail to return the above-described items within fifteen (15) calendar days from the date of this Notice, the City of Durango will be entitled to consider all your rights arising out of the acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The City of Durango will be entitled to such other rights as may be granted by law.

Sincerely,

Bob Grogan

Buyer Grants/Contracts Division Enclosures: Agreement/Contract, W-9 Form



ACCEPTANCE OF NOTICE OF AWARD

CONTRACTOR'S NAME

Re: College Mesa Water Treatment Plant Electrical Improvements Project – Phase 4

Receipt of the Notice of Award is hereby acknowledged on this ____ day of _____, 2020.

By _____

Signature _____

Title _____

Company _____

Please execute and return this form with the contracts, bonds, Certificates of Insurance, required licenses, and completed W-9 in one envelope to:

City of Durango
Grants/Contracts Division
949 East 2nd Avenue
Durango CO 81301



Grants/Contracts Division
949 E 2nd AVENUE
DURANGO CO 81301

**STANDARD FORM OF AGREEMENT
BETWEEN
CITY AND CONTRACTOR
FOR
CONSTRUCTION SERVICES**

AGREEMENT

Made as of the _____ day of _____ in the year 2020

BETWEEN the City: **City of Durango**
949 E 2nd Avenue
Durango CO 81301

And the Contractor:

For the following Project: **College Mesa Water Treatment Plant Electrical Improvements
Project – Phase 4**

PART 1

CONTRACT DOCUMENTS

- 1.1 The Contract Documents consist of the following:
- (a) This Agreement;
 - (b) The Invitation for Bids, and all addenda and attachments;
 - (c) The Contractor's Bid;
 - (d) Information for Bidders;
 - (e) City of Durango General Conditions and Standard Specifications;
 - (f) Other documents, plans, or drawings listed in the Invitation for Bids;
 - (g) Bid Bond;
 - (h) Performance Bond and Labor and Material Payment Bond;
 - (I) Notice of Award;
 - (j) Acceptance of Notice of Award;
 - (k) Notice to Proceed;
 - (l) Change Orders, and
 - (m) Modifications issued after execution of the Agreement
- 1.2 All of the above-listed Contract Documents are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Agreement.
- 1.3 The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations or agreements, either written or oral. Except as provided herein, this Contract may not be modified or amended except by written agreement signed by the parties.
- 1.4 The Agreement is this executed Standard Form of Agreement between City and Contractor.

PART 2

CONTRACT SUM

- 2.1 The City shall pay the Contractor, in current funds, for the Contractor's performance of the Contract in the total lump sum amount of \$_____, subject to additions and deductions as provided in the Contract Documents.

- 2.2 Based upon Invoices submitted by the Contractor, the City shall make payments to the Contractor for actual work performed. Invoices shall indicate a description of the work performed and percentage completion, as specified in the Contract Documents.
- 2.3 Payment terms will be set at Thirty (30) days from project manager acceptance of monthly pay application.
- 2.4 **Retainage.** The amount to be retained from payments shall be five (5) percent of the value of the completed work, exclusive of payments for materials on hand, but not greater than two and one-half (2.5) percent of the amount of the contract. When the retainage has reached two and one-half (2.5) percent of the amount of the contract, no further retainage will be made, and this amount will be retained until such time as final payment is made. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. Section 24-91-103.
- 2.5 The appropriated funds for this project are equal to or exceed the amount of the contract stated in Paragraph 2.1. Pursuant to C.R.S. §24-91-103.6(2), any change order or change directive requiring additional compensable work to be performed which work causes the aggregate amount available under the contract to exceed the amount appropriated for the original contract shall be agreed to in writing, signed by both parties and shall assure that the City has made lawful appropriations to cover the costs of the additional work. Any change order or directive made by the City requiring additional compensable work to be performed shall be performed at the hourly rates and/or unit pricing set forth in the contractor's bid and shall be reimbursed at the contractor's costs on a monthly basis for all additional direct work performed until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the contractor has submitted an estimate of cost to the City for the additional compensable work to be performed.

PART 3

SCOPE OF SERVICES

- 3.1 The Contractor shall execute the entire Scope of Services described in the Invitation for Bids, dated _____, any Addenda issued, and the Contractor's Bid, dated _____, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

PART 4

CITY'S RESPONSIBILITIES

- 4.1 The City shall provide full information regarding requirements for Work to be performed.
- 4.2 The City shall designate, when necessary, a representative authorized to act in the City's behalf with respect to the Project or Project Documents.

- 4.3 The City shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Contractor shall be entitled to rely upon the accuracy and completeness thereof.

PART 5
DATE OF COMMENCEMENT

- 5.1 The date of commencement is the date of this Agreement, as first written above, unless a different date is stated below, or provision is made for the date to be fixed in a notice to proceed issued by the City.

PART 6
CONTRACTOR'S PROJECT SCHEDULE

- 6.1 The Contractor shall provide a Critical Path Method (CPM) schedule ("Project Schedule") covering the duration of the Work, beginning with the receipt of the signed Agreement, and concluding with Substantial Completion. The follow requirements must be met:

- (a) The Project Schedule shall include design, engineering, agency review, permitting process, construction, and anticipated weather days.
- (b) The Project Schedule shall contain a sufficient number of activities to allow effective monitoring of the progress of the Work. Each activity shall contain only the Work of a single trade or subcontractor.
- (c) Each activity shall be less than ten (10) working days in duration. Procurement and material delivery, surveying, and shop drawing approvals may exceed ten (10) working days in duration. Activities exceeding the (10) working days in duration shall be separated into two or more individual activities by area, type of work, etc. to allow for effective monitoring of the Work.
- (d) Each activity shall be cost loaded. The sum of all cost loaded activities shall be equal to the Contract Price. Any costs associated with drawings or submittals shall be included in the cost loading of the Work.
- (e) The Project Schedule must include activities that indicate work by others that may affect the Contractor's Work.

- 6.2 **Adverse Weather Conditions.** Extensions of time based upon weather conditions shall be granted only if the Contractor clearly demonstrates that such conditions were severe, could not have been reasonably anticipated, and that such conditions adversely affect the Contractor's Work and thus required additional time to complete the Work.

6.2.1 An adverse weather day must prevent Work for 50 percent or more of the Contractor's workday, delay Work critical to the timely completion of the Project and be documented by the Contractor and provided to the City within two calendar days. The City will use the written notification in determining the number of calendar days for which Work was delayed during each month.

6.2.2 The Project Schedule must reflect anticipated adverse weather delays on all weather-dependent activities. While extensions of time can be granted for

adverse weather as described above, no monetary compensation shall be made by the City for any costs to the Contractor arising out of such delays.

- 6.3 Contractor shall update Project Schedule on a monthly basis and review with the City on a weekly basis at the weekly progress meeting. Each revision shall indicate actual progress to date, changes resulting from change orders, and planned changes, as necessary to complete the Work in accordance with the Contract Documents.
- 6.4 All costs associated with the development and maintenance of the Project Schedule shall be borne by the Contractor.

PART 7
TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 7.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on the date specified in the Notice to Proceed.
- 7.2 The Contractor will proceed with the work at such a rate or progress to insure full completion within the Contract time. It is expressly understood and agreed, by and between the Contractor and the Contracting Agency, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- 7.3 Should the Contractor fail to complete the work within the Contract time, or extension of time granted by the Contracting Agency, the Contractor shall pay the Contracting Agency the amount of liquidated damages as specified in the Bid Documents for each calendar day the Contractor may be in default of the time stipulated in the Contract Documents.
 - 7.3.1 The Contractor shall not be charged with liquidated damages provided the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Contracting Agency or Engineer.
 - 7.3.1.1 To any preference, priority or allocation order duly assigned by the Contracting Agency.
 - 7.3.1.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of omission of the Contracting Agency, floods, epidemics, quarantine restrictions, strikes, material or fuel shortages due to governmental regulations or allocations, freight embargoes and abnormal or unusually severe weather.
 - 7.3.1.3 Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time fixed for its completion may have been extended, will in no way operate as

a waiver on the part of the Contracting Agency of any of its rights under the Contract.

PART 8

FINAL INSPECTION AND FINAL PAYMENT

- 8.1 **Final Inspection.** The Contractor shall notify the City when the Work is complete and ready for final inspection by means of a letter of completion. Within ten (10) working days thereafter, the City shall make a final inspection to determine whether the Work has been completed in accordance with the Contract Documents and shall submit a written list of any defects to the Contractor. The Contractor shall promptly correct any defects without additional cost to the City within ten (10) working days after receipt of the list of defects. If any defects cannot be corrected within ten (10) working days, the Contractor shall initiate corrective measures within said period of ten (10) working days and shall thereafter pursue correction of such defects promptly and with due diligence. The Contractor shall also deliver to the City all guarantees and warranties, all statements to support state sales and use tax refunds, final plan set, record sets, as-constructed plans, geotechnical reports, documentations and calculations, approved shop drawings, and material testing records as a complete package. The Contractor shall provide the City with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter).
- 8.2 **Final Acceptance and Final Payment.** If the Contractor has completed the Work in a manner finally acceptable to the City (“Final Acceptance”), the City may authorize final payment (“Final Payment”) from the Retained Amount upon written request by invoice of the Contractor and completion of the following conditions:
- (a) The City shall determine that satisfactory and substantial reasons exist for the Final Payment;
 - (b) The City shall require written approval from any surety furnishing bonds for the Work;
 - (c) The City may require the Contractor to provide evidence that payment has been made to all subcontractors, consultants, and suppliers;
 - (d) A notice of contractor’s settlement shall have been published in accordance with C.R.S. §38-26-107.

PART 9

CITY’S RIGHT TO STOP THE WORK

- 9.1 If the Contractor fails to correct defective Work or fails to carry out the Work in accordance with the Contract Documents, the City, by a written order, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.

- 9.2 The City may order the Contractor in writing to suspend all or any part of the Work for such period of time as the City may determine to be appropriate for the City's convenience.
- 9.3 Upon receipt of any such suspension order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work suspension.
- 9.4 If the City, pursuant to paragraph 8.2, suspends the performance of all or any part of the Work, the Contractor may make application for an adjustment in Contract Time and/or Contract Price, as applicable.

PART 10
CITY'S RIGHT TO CARRY OUT THE WORK

- 10.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to any other remedies it may have, initiate and complete the necessary work to cure such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to Contractor, the cost of correcting such deficiencies, including compensation for the any additional services of the City's consultants made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City by way of reimbursement.

PART 11
UNCOVERING THE WORK

- 11.1 If any portion of the Work should be covered contrary to the request of the City or contrary to requirements specifically expressed in the Contract Documents relative to inspection by the City, it must, if required in writing by the City, be uncovered for its observation and inspection and shall be replaced at the Contractor's expense.
- 11.2 If any other portion of the Work has been covered, the City may request to see such Work and the Contractor shall uncover it. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the City by appropriate Change Order. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that the City caused this condition, in which event the City shall be responsible for the payment of such costs.

PART 12
CORRECTION OF WORK

- 12.1 The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, plans, reports, drawings, and other services rendered by the Contractor; and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies which may occur.
- 12.2 The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract Documents observed before Final Acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the City's additional services made necessary thereby. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.
- 12.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected, unless the City waives such removal, in writing.
- 12.4 If the Contractor fails to correct defective or non-conforming Work, the City may correct it in accordance with Part 9 (City's Right to Carry Out the Work).
- 12.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the City, the City may remove such work and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days after billing from the City for such costs, the City, upon ten (10) additional days' written notice, may sell such Work (materials and equipment) at auction or at private sale and shall account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the City's additional services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City by way of reimbursement.
- 12.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal, unless in the City's sole discretion, the City agrees to a percentage deduction of the total contract payment, in lieu of said correction or removal of Work.

PART 13
CHANGES IN THE WORK

- 13.1 The City may from time to time, by written notice to the Contractor, extend the Start or Completion Dates or make changes in the Work necessary or convenient to accomplish

the purpose intended by the Contract Documents. The City shall have such further authority, if any, as may be specifically granted or authorized by the City to initiate or process administrative Change Orders affecting the price or quantity of the Work to be performed. A Change Order is a written order to the Contractor signed by the City, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Completion Date or Contract Price. By signing the Change Order, the Contractor indicates agreement with the Change Order, including, without limitation, the adjustment in the Contract Price or the Period of Performance set forth within such Change Order. The Contractor agrees to minimize the cost of all Change Order to the extent possible.

- 13.2 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:
- (a) by mutual acceptance of a lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation;
 - (b) by unit prices stated in the Contract Documents or subsequently agreed upon; or
 - (c) by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

PART 14 **TERMINATION OF AGREEMENT**

- 14.1 This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 14.2 This Agreement may be terminated by the City upon at least seven (7) days written notice to the Contractor in the event that the Project is permanently abandoned, or in the event circumstances dictate that the project be terminated at the discretion of the City.

PART 15 **NONDISCRIMINATION**

- 15.1 The Contractor shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 15.2 No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

PART 16
HOLD HARMLESS/INDEMNIFICATION

- 16.1 To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City of Durango, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City of Durango.

PART 17
BONDS, AND INSURANCE

- 17.1 **Performance and Payment Bonds.** For the construction portion of the Work, the Contractor shall furnish, at the Contractor's expense, a performance bond and a separate labor and materials payment bond, each for an amount not less than 100% of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work, the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the City. The bonds shall be delivered to the City's Purchasing Agent prior to the commencement of the Work and shall remain in effect until one year from completion of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed Change Order or contract amendment.
- 17.2 **Insurance.** The Contractor and any subcontractors or subconsultants shall purchase and maintain insurance coverage in a company or companies licensed to do business in the State of Colorado in not less than the minimum limits set forth in the Invitation for Bids. Certificates evidencing such coverage shall be delivered to the City's Grants/Contracts Division prior to the start of Work. Such certificates shall name the City of Durango as the insured and which shall further provide that coverage may not be discontinued or materially modified without at least 15 days prior written notice to the City of Durango.

PART 18
COMPLIANCE WITH LAWS

- 18.1 It is assumed that Contractor is familiar with all federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the

Work or the material or equipment used in or upon the site, or in any way affect the conduct of the work or construction of the project. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work or the project. It is not the responsibility of Contractor to determine that this Agreement and the contract documents are in accordance with applicable laws, statutes, building codes, and regulations; however, if Contractor knows, or should have reason to know, that any of the contract documents are at variance therewith in any respect, Contractor shall promptly notify the City of Durango in writing, and any necessary changes shall be made as provided herein.

PART 19
INDEPENDENT CONTRACTOR

- 19.1 There is no employment relationship created pursuant to this Agreement and the Contractor is and shall remain an independent contractor for all purposes hereunder.

PART 20
MISCELLANEOUS PROVISIONS

- 20.1 This Agreement shall be governed by the laws of the State of Colorado.
- 20.2 The City and the Contractor respectively bind themselves, their partners, agents, successors, assigns and legal representatives to the other party to this Agreement and to the partners, agents, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the City nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.
- 20.3 Contractor shall be required to comply with applicable safety regulations.
- 20.4 This project is being conducted in accordance with the City of Durango Purchasing Policy.
- 20.5 Prior to start of any phase of Work, the following documents must be on file in the City's Purchasing Department.
- 20.5.1 Certificates of Insurance, as required by the Contract Documents
 - 20.5.2 Completed W-9 Form
 - 20.5.3 City of Durango Business License
 - 20.5.4 City of Durango Sales Tax License, as required
 - 20.5.5 Illegal Alien Certification Form
 - 20.5.6 Performance Bond, if required

20.5.7 Labor and Material Payment Bond, if required

PART 21
OWNERSHIP

- 21.1 Regardless of the future services retained by the successful contractor, all of the products of this project, including recommendations, drawings, artwork, photos, and similar materials used to produce the required submittals, shall become the property of the City of Durango. Any furnished materials shall remain the property of the City of Durango. All such items shall be delivered to the City of Durango in usable condition after completion of the work, and prior to submission of the invoice for payment.
- 21.2 Any materials excavated from the project site shall be used on the project where possible. The City reserves the right to maintain possession of any unused excavated materials at the City’s discretion.

PART 22
SEVERABILITY

- 22.1 If any provision in the Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part of provision hereof.

THIS AGREEMENT is entered into as of the date and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor and one to the City.

CITY:
CITY OF DURANGO

By: _____
Amber K. Blake
Interim-City Manager
949 E 2nd Avenue
Durango CO 81301

(SEAL)

ATTEST:

Amy Phillips
City Clerk

(Insert name of corporation, limited liability company, partnership or sole proprietorship)
(insert trade name or name under which corporation, company, partnership or proprietorship is doing business, if different from legal name of entity or proprietor)

CONTRACTOR:
Firm Name: _____
doing business as _____

By: _____
Signature

Title

Date



NOTICE TO PROCEED

(DATE)

(CONTRACTOR)

Re: College Mesa Water Treatment Plant Electrical Improvements Project – Phase 4

Dear (CONTRACTOR):

The date of Notice to Proceed for the above project is _____, 2020.

In accordance with the Agreement dated _____, 2020, you are hereby notified to commence work within ten calendar days after the Notice to Proceed, hence on or before _____, 2020.

Sincerely,

Bob Grogan, Jr.
Buyer- Grants/Contracts Division

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the Notice to Proceed is hereby acknowledged on this ____ day of _____, 2020.

By _____

Title _____

Company _____

Please complete and return this form within ten days to:

City of Durango
Grants/Contracts Division
949 East 2nd Avenue

CHANGE ORDER



Project/Contract Name: _____
 Acct. # _____
 Department: _____ Staff Contact: _____
 Contractor Name: _____ Purchase Order #: _____
 Address: _____
 Original Contract Date: _____ Change Order Number: _____

THE CONTRACT SHALL BE MODIFIED AS FOLLOWS:
JUSTIFICATION:

COST BREAKDOWN:

The original Contract Sum was \$
 Net change by previous Change Orders/Contract Modifications \$
 Contract Sum prior to this Contract Modification \$
 The Contract Sum will be increased decreased unchanged by \$
 The new Contract Sum including this Contract Modification will be \$
 The original completion date for the Contract was:
 The Contract Time will be increased decreased remain the same
 The Date of Completion for the Contract therefore is .

Contractor agrees to the specific costs herein and waives all rights to any future impact costs directly or indirectly related to or arising from the additional work. The appropriated funds for this project are equal to or exceed the amount of the contract. Pursuant to C.R.S. § 24-91-103.6(2), any change order or change directive requiring additional compensable work to be performed which work causes the aggregate amount available under the contract to exceed the amount appropriated for the original contract shall be agreed to in writing, signed by both parties and shall assure that the City has made lawful appropriations to cover the costs of the additional work. Any form of order or directive made by the City requiring additional compensable work to be performed shall require the City to reimburse the Contractor for Contractor's costs at such time as other payments are due under the contract for all additional directed work performed until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the contractor has submitted an estimate of cost to the City for the additional compensable work to be performed.

IN WITNESS WHEREOF, the following Parties have executed this Change Order:

By: _____ Date: _____
 Contractor

 Contractor Print Name / Title

By: _____ Date: _____
 Department Project Manager

By: _____ Date: _____
 Department Director

By: _____ Date: _____
 Finance Director

By: _____ Date: _____
 City Manager (required for change orders over \$10,000)

ATTEST (required for change orders over \$10,000 only)

City Clerk

City Clerk – please route to Accounts Payable
A/P – please route to City Clerk for retention in SIRE

I. SPECIAL PROVISIONS:

Item No. 1. – Work General - It cannot be stressed enough that maintaining water production and/or plant availability during construction is crucial to the success of this project. The Electrical Project Manager and City Project Manager will meet before the start of each work day to review the day's work plan, identify/mitigate associated risks, and schedule loss of electrical service to plant facilities when required. Every effort will be made by the contractor to minimize the duration of the outages and schedule outages at least one day prior. The Electrical Project Manager is expected to be on-site when sub-contractors are present. Working Hours: Monday-Friday, 7:30am - 5:30pm unless approved by the City's Project Manager. Weather protection & Security: The contractor will be responsible for site security and protecting work in progress as well as the existing structures and site features for the duration of the contract.

Item No 2. – City Supplied Equipment - The Generator, ATS, Reclaim Pond Control Panel, and Sanitary Sewer Pumping Station Vault are City supplied for contractor installation. All other parts/materials and equipment for the project are the responsibility of the contractor.

Item No. 3 – Contractor Supplied Parts, Materials, and Equipment Substitutions – The City will only consider major component substitution requests until the Contractor question deadline, 3:00pm, June, 21. All substitution requests are contingent on City approval and will be posted in an addendum, no later than 4:30pm, July 28.

Item No. 4 - Shop Drawings Product Submittals – Addition to Standard Form of Agreement, Part 3 – Scope of Services – This section describes the required shop drawing submittals and dates for shop drawings for project. The contractor shall provide shop drawing, submittals for the following items: Construction material submittals for all items imported to the construction site such as gravel, concrete, rock and boulder material characteristics, pipe, conduit, pull boxes, building and all electrical /communication components. Product submittals, include product cut-sheets indicating required specifications are met, shall be provided to City of Durango, Utility Department upon Notice of Award to enable acceptance prior to purchase of materials. Materials purchased prior to approval will be subjected to rejection and replacement at the contractor's cost.

Item No. 5. – Construction Schedule – Construction schedule indicating sequence of construction with time allotted for each major task item including milestones shall be submitted for City of Durango, Utility Department Project Manager acceptance to enable execution of the Notice to Proceed. Anticipated lead times for major components are: Generator-16 weeks, ATS-22 weeks, and Switchgear-14 weeks.

II. Method of Measurement and Payment - Addition to Standard Form of Agreement, Part 2.2 1 – Contract Sum - This section describes the bid items for the project and shall be used in conjunction with the Bid Schedule for determination of the items and how they are measured for

payment purposes. All procurement, shipping and handling, labor, materials, tools, and equipment costs shall be included in the total cost of the bid schedule item. The various bid items are described below and will be billed & paid monthly on a percent complete basis.

Bid Schedule Notes:

Item No. 1 – Mobilization - Includes the cost to mobilize for the project such as moving equipment, trucks, and personnel both to the site and off the site upon completion of the work. All expense for which there is no specific pay items such as bonds, licenses and permits, storage of materials on and off-site, removal and legal disposal of construction debris and the temporary supplies, including power and telephone, sanitary facilities, public & private Utility Locate services as necessary for the execution of the work shall be included in this Bid Item.

Measurement will be based on item performance as determined by the City’s project manager.

Payment will be released as described in Section IV -Payment to the Contractor.

Item No. 2– Hydro or Air Ex Potholing and Excavation - Existing utilities must be potholed to identify possible conflicts with new construction and potential damage during excavation. Contractor shall provide an estimate of the total hours of hydro or air excavation required for the project and a cost per hour on the Bid schedule. All material will be off hauled and disposed of at the expense of the contractor. Excavations will be covered or fenced immediately after completion of work.

Measurement will be based on item performance as determined by the City’s project manager.

Payment will be on an hourly basis

Item No. 3 – Sanitary Sewer Vault Installation & Piping Relocation - Includes all costs associated with removal of the existing vault and installation of City provided new vault. Piping to be relocated a minimum of 4’ outside generator foundation footprint. SS Pumping facility is expected to be off-line for no more than 4 hours to complete tie-ins.

Measurement will be completion of the vault and piping installation required of the project as determined by City’s project manager.

Payment will be made on a lump sum basis.

Item No. 4– Concrete Demolition – The work shall be done in accordance with project and manufacturers drawings, notes and details. Included are Main Electrical Distribution Center penetrations, required for conduit/switchgear installations and side walk removal.

Measurement to be based on completion of work determined by the City’s project manager

Payment will be made on a lump sum basis

Item No. 5. – Excavation, Trenching, & Backfill – Includes all costs associated with excavation, trenching, and back filling required for project. The work shall be done in accordance with project drawings, notes, and details. Extra care must be exercised when excavating under the Main Electrical Distribution Center as not to undermine the foundation more than necessary. There is 70 years of underground utilities buried on the site, some abandoned, some in-use. Expect excavation and trenching to be slow and tedious. Bid accordingly. Excavations will be covered or fenced immediately after completion of work. Road plates may be required to maintain access to site facilities. Finnish grade (3 sides) around Main Electrical Distribution Center shall be 6” below CMU.

Measurement will be based on item performance as determined by the City’s project manager.

Payment will be made on a lump sum basis.

Item No. 6. – Conduit, Conductor and Pull Box Installations- Includes all costs associated with conduit, conductor & pull box installations per plans specifications and drawings.

Measurement will be based on item performance as determined by the City’s project manager.

Payment will be on a lump sum basis.

Item No. 7. – Generator & ATS Installation – City supplies Generator (including stairs & platform) and ATS. Includes all costs associated with concrete foundation construction for the Generator (including stairs & platform) & ATS per project drawings and details. Includes coordination of generator/ATS delivery date, off-load of equipment, and placement on foundations. Contractor to supply crane and rigging. Note: Generator contractor will only be on-site, post installation, for generator start-up, load testing, and training but will be available remotely for contractor installation support.

Measurement will be based on item performance as determined by the City’s project manager.

Payment will be on a lump sum basis.

Item No. 8. – Switchgear Installation – Includes all costs associated with installation of the contractor supplied switchgear per plans and specifications. SQ D equipment was used for basis of design and is the City preference but will consider substitutes. See page 32, I. Special Provisions, Item No. 3 for details in requesting a substitute product. The work shall be done in accordance with project drawings, notes, and details.

Measurement will be based on completion of the work as determined by City’s project manager.

Payment will be made on a lump sum basis.

Item No. 9 – Reclaim Pond Panel Array Installation - Includes all costs associated with the panel array installation. City to supply the Control Panel. The work shall be done in accordance with project drawings, notes, and details.

Measurement will be based on completion of the work as determined by City’s project manager.

Payment will be made on a square foot basis.

Item No. 10 – Feeder Commissioning- Includes all costs associated with feeder commissioning (termination, testing, energizing). The work shall be completed in accordance with project drawings, notes, details and is contingent on Water Plant operational needs at that time.

Measurement will be based on completion of work as determined by the City’s project manager.

Payment will be made on a lump sum basis.

Item No. 11 – Final Soft Surface Grading/Grooming - Includes all costs associated with finished earth work for function and aesthetics. Disturbed areas are to be raked and free of rocks greater than 1”. Smooth grade transitions along the perimeter of the project to the native landscape is required. The work shall be done in accordance with project drawings, notes, and details, and as directed by City’s project manager. Seeding erosion / control will be by others.

Measurement will be based on work completed as determined by the City’s project manager.

Payment will be made on a lump basis.

Alternate Item No. 1 – Solar Installation – Includes all costs associated with constructing the solar system. The work shall be completed in accordance with project drawings, notes, and details.

Measurement will be based on work completed as determined by the City’s project manager.

Payment will be made on a lump basis.

III. Responsibility of the Contractor - Addition to the Standard Form of Agreement, Part 20 - Miscellaneous Provisions: The contractor will be responsible for the location and protection of existing utilities, and restoring any damaged existing improvements or landscaping, both on the residential / commercial properties and on the City's property to its original condition prior to the start of construction.

IV. Payment to the Contractor - Additions to Standard Form of Agreement, Part 2 – Contract Sum:

Payments will be made once each month as work progresses. Said payments will be based upon pay requests from the Contractor to the Project Manager of the value of the work performed and the materials placed in accordance with the Contract Documents and for materials delivered. The Project Manager shall confirm the pay requests based on independent estimates. The Contracting Agency will deduct retainage from the partial payments in the amounts specified to protect the Contracting Agency and will retain this money until after completion of the entire Contract.

Partial payments for mobilization will be made as follows:

1. When 10 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization may be paid.
2. When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization may be paid.

The Contractor shall submit a complete and signed progress payment estimate delivered to the Project Manager on the 20th of each month. The estimate shall cover all work performed during the preceding month and shall be supported by such data as the Project Manager may reasonably require. Materials and equipment delivered and suitably stored at or near the site, but not incorporated in the Work, may be included in an estimate; provided, however, the Contractor shall include supportive data establishing title in the name of the Contracting Agency.

The Project Manager shall approve or disapprove payment of the estimate within ten (10) days. Written disapproval of the payment shall be delivered to the Contractor and shall include reasons for the disapproval.

The Contracting Agency shall pay the Contractor each approved progress payment within ten (10) days of the date of the approval of the estimate by the Project Manager. The progress payment shall be the amount of the approved estimate less retainage as set forth above.

The Project Manager shall issue a certificate attached to the final payment request stating the Work has been completed by the Contractor and accepted by the City under the conditions of the Contract Documents. Upon publication of Notice of Final Settlement, it shall be the responsibility of the Contractor to prepare and submit to the Project Manager a written request for the release of the retainage withheld.

The contractor is hereby advised of Colorado Statue (HB 91-1150) Section (2) which requires that, under certain conditions, "the Contractor shall make payments to each of his subcontractors of any amounts actually received which were included in the Contractor's request for payment to the public entity for such contracts. The Contractor shall make payment from the public entity"

V. Notice to Contractor

Vendors are encouraged to provide bids on products with recycled content or which meet criteria for environmentally preferable products wherever such products meet the performance criteria specified in bid documents. The City may accept a bid which is not the lowest bid if (1) the lowest bid includes a non-recycled product and (2) a recycled content product meets the performance criteria specified, or (3) a bid other than the lowest bid meets the criteria for environmentally preferable products or services, or (4) a cost analysis conducted over the life and disposal of the product reveals lower total costs than are reflected in short-term analysis.

The Contractor is responsible for the location, both horizontally and vertically, of all existing utilities and the maintenance and protection of said utilities.

The Contractor shall protect all adjacent work and property such as structures, sidewalks, curbs, fences, trees, hedges, landscaping, etc., from damage resulting from its operations. Should Contractor find it necessary to remove or trim, etc., any existing tree, hedge. etc., Contractor shall secure all permits and approvals and pay any and all costs arising there from. The Contractor shall follow all Local, State, and Federal regulations regarding the safety of the project and its work force.

The contractor is responsible for implementing and maintaining all traffic control for this project. Any revisions to the traffic control plans must be approved by the City Traffic Engineer prior to the implementation of revised plans.

The entire Bid Schedule must be complete and submitted with the bid. The City reserves the right to eliminate any or all portions of work in their entirety.

(END OF SPECIAL PROVISIONS)

