

## INVITATION TO BID

The City of Loveland, Colorado will receive sealed bids for **Loveland Burial Park Ossuary Foundation, Columbarium Installation, And Plaza Reconstruction, Bid #2024-022**. Bids must be received electronically at [bids@cityofloveland.org](mailto:bids@cityofloveland.org) on or before 2:00 p.m. Mountain Time (MT), **March 7, 2024**. The subject line in the email must contain the name of the bid and the company name and address should be in the body of the email.

Bid documents are available via the Rocky Mountain E-Purchasing System at [www.BidNetDirect.com/Colorado](http://www.BidNetDirect.com/Colorado). If you are not registered with Rocky Mountain E-Purchasing, please visit their website and select "Vendor Registration." If you have questions about the registration process, please contact Rocky Mountain E-Purchasing at 800-835-4603.

Bid information will be added to the Rocky Mountain E-Purchasing website once evaluations are completed by the City's project manager.

**A mandatory pre-bid conference:**

**10:00 a.m. on Tuesday, , February 20, 2024**

**Loveland Burial Park**

**1702 Cleveland Avenue**

**Loveland, CO 80537**

**Bids will not be accepted from Bidders who do not attend.**

For additional information, please contact David Alexander, [david.alexander@cityofloveland.org](mailto:david.alexander@cityofloveland.org).

No bids will be considered which have not been received by the deadline set forth above, as determined by the City email server. The City is not responsible for delays occasioned by the internet, outages of service, the City email server, or any other electronic delay. The City email server scans all emails with attachments and delays the receipt of those emails up to 4 minutes, please plan your submission accordingly.

**The City of Loveland is committed to providing an equal opportunity for services, programs and activities and does not discriminate on the basis of disability, race, age, color, national origin, religion, sexual orientation or gender. For more information on non-discrimination or for translation assistance, please contact the City's Title VI Coordinator at [TitleSix@cityofloveland.org](mailto:TitleSix@cityofloveland.org) or 970-962-2372. The City will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act (ADA). For more information on ADA or accommodations, please contact the City's ADA Coordinator at [jason.smitherman@cityofloveland.org](mailto:jason.smitherman@cityofloveland.org) or 970-962-3319.**

"La Ciudad de Loveland está comprometida a proporcionar igualdad de oportunidades para los servicios, programas y actividades y no discriminar en base a discapacidad, raza, edad, color, origen nacional, religión, orientación sexual o género. Para más información sobre la no discriminación o para asistencia en traducción, favor contacte al Coordinador Título VI de la Ciudad al [TitleSix@cityofloveland.org](mailto:TitleSix@cityofloveland.org) o al 970-962-2372. La Ciudad realizará las acomodaciones razonables para los ciudadanos de acuerdo con la Ley de Discapacidades para americanos (ADA). Para más información sobre ADA o acomodaciones, favor contacte al Coordinador de ADA de la Ciudad en [jason.smitherman@cityofloveland.org](mailto:jason.smitherman@cityofloveland.org) o al 970-962-3319."

## **COLORADO OPEN RECORDS ACT NOTIFICATION**

The City of Loveland is subject to section 24-72-201 *et seq.* of the Colorado Revised Statutes, the Colorado Open Records Act. If you object to the disclosure of any confidential or privileged information as such is defined in the Colorado Open Records Act, any such pages must be marked confidential. With your proposal include a detailed list of the documents marked confidential and provide a) an explanation as to why those should be withheld; b) the specific legal basis for that position. If you fail to mark the documents confidential and fail to include the explanation, any objection to the release of any information will be deemed waived by the City.

Please note that your objection will be considered, but is not binding on the City. The City is required to make a determination under the Colorado Open Records Act, and may only withhold documents that are confidential under the law. If the City releases documents marked as confidential in compliance with the Colorado Open Records Act, the Proposer waives any claims for liability or damages

## **INSTRUCTIONS TO BIDDERS**

## **INSTRUCTIONS TO BIDDERS**

### **1.0 GENERAL**

These instructions apply to the preparation of bids for construction work for the City of Loveland, Colorado (“City”).

#### **1.1 Bid Documents**

The following documents constitute the bid documents for this project. By submitting a bid, the bidder certifies and represents that it has been furnished with all of the bid documents, is familiar with them, and intends to be bound by them.

Furnished with Bid Packet:

Invitation to Bid	General Conditions
Instructions to Bidders	Special Conditions
Bid	
Bid Bond	
Construction Contract	
Performance Bond	
Payment Bond	

#### **1.2 Bidder’s Understanding**

The bidder is responsible to be informed of, and the bidder awarded the contract shall comply with, all federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, without limitation, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, permits, fees, and similar subjects.

The bidder is responsible to have inspected the site of the proposed work and to have become familiar with the site layout and all site conditions, including subsurface soil conditions and materials and obstructions that might affect the work. The bidder is presumed to have made adequate allowances within the bid for all such conditions.

### **2.0 BIDS**

#### **2.1 Basis of Bid**

If the project is on a unit price basis, the estimate of quantities of work to be done is tabulated in the bid form, approximate only, and assumed solely for the basis of calculation upon which the contract award shall be made. Payment shall be made on the measurement of the work actually performed as specified in the contract documents. The City reserves the right to increase or diminish the amount of any class of work as may be deemed necessary.

If the project is on a lump-sum basis, the total compensation to be paid for the work shall be the lump-sum amount bid, as adjusted by written change orders. A breakdown of the lump-sum bid, if requested, shall be used only to evaluate pay requests and, at the option of the City, to determine the price for change orders.

#### **2.2 Preparation**

Each bid shall be carefully prepared using the bid form bound herewith. Entries shall be typed using dark black ribbon or font, or legibly written in dark ink. All prices shall be stated in words and figures except where the form provides for figures only.

The bidder shall return a signed copy of the bid form acknowledging receipt of each addendum issued, all of the drawings, catalog data, and other supplementary information published by the City relating to the invitation to bid.

### **2.3 Signatures**

The bidder shall sign the bid with the bidder's usual signature and shall give the bidder's full business address.

Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. A complete list of partners shall be included with the bid.

Bids by a corporation shall be signed in the official corporate name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation and shall display the corporate seal. The names of all persons signing should also be typed or printed below the signature. Bidding corporations shall designate the state in which they are incorporated, the address of their principal office, and the name and address of their agent for service of process.

A bid by a person who adds the word "president," "secretary," "agent," or other designation without disclosing the principal will be rejected.

The bidder's name stated on the bid shall be the exact legal name of the firm.

### **2.4 Submittal**

Bids shall be submitted electronically to [bids@cityofloveland.org](mailto:bids@cityofloveland.org) with the bidder's name and the project title included. Bids not received on or before the deadline set forth on the Invitation to Bid shall not be considered.

A single proprietary interest shall not submit multiple bids for the same work even though the individual bids are submitted under different names. The City reserves the right to reject all bids so submitted. Multiple submittals by a single proprietary interest may subject that company to removal from the City's list of eligible bidders.

### **2.5 Withdrawal**

Bids may be withdrawn, altered, and resubmitted at any time before bid opening. Bids may not be withdrawn, altered, or resubmitted within thirty (30) days thereafter, and the bid of the lowest and second lowest responsible bidder may not be withdrawn for a period of sixty (60) days thereafter, or until execution of the construction contract, whichever occurs earliest.

## **3.0 BID SECURITY**

Pursuant to Loveland Municipal Code Section 3.12.140, all construction contracts of \$100,000 or more shall be accompanied by a bid security in an amount not less than five percent (5%) of the total bid. Bid security shall be in the form of a certified check or cashier's check drawn on any solvent bank or bid bond acceptable to the City executed by the bidder and a surety company in good standing and authorized to do business in the State of Colorado. Bid bond can be scanned and attached to email. If security will be certified check or cashier's check, those will need to be mailed or delivered to the City Clerk's Office, 500 East Third Street, Loveland, CO 80537. Checks should be included in a sealed envelope with the project name and number on the outside of the envelope.

The bid security of each unsuccessful bidder will be returned when the bidder's bid is rejected or the time for withdrawal of bids has elapsed if the bidder encloses a stamped, self-addressed envelope for that purpose. The bid security of the bidder to whom the contract is awarded will be returned when said bidder executes the contract and files satisfactory performance and payment bonds. The bid security of the second lowest responsible bidder may be retained for a period not to exceed sixty (60) days pending the execution of the contract and performance and payment bonds by the successful bidder.

#### **4.0 TIME OF COMPLETION**

The time of completion of the work is a primary consideration of the contract. The bid shall be based upon completion of all work within the time set forth in the special conditions. The bidder must satisfy the City of the bidder's ability to complete the work within this time. The general conditions contain provisions relative to delays and extensions of time. The successful bidder shall dedicate all necessary labor, material, and equipment for a continuous operation, weather permitting, to assure completion of the project within the allowed time. Any deviation from this condition shall require the City's prior written approval.

#### **5.0 INTERPRETATION OF SPECIFICATIONS**

If the bidder is in doubt as to the true meaning of any part of the bid documents, the bidder may submit a written request to the City for an interpretation. The bidder shall be responsible for its prompt delivery. Any interpretation of the bid documents will be made only by written addendum mailed or delivered to each company that has requested a copy of the bid documents. The City is not responsible for any other explanations or interpretations of the bid documents.

The bidder shall be responsible for informing the City before bid opening of conflicting requirements, real or apparent, or missing information requiring clarification.

#### **6.0 BONDS**

The successful bidder shall be required to furnish a performance bond and a payment bond to the City, each in an amount equal to one hundred percent (100%) of the contract amount. The performance and payment bonds shall be executed on standard City forms and signed by a surety company authorized to do business in the State of Colorado and acceptable as surety to the City. Copies of a "Power of Attorney" certified to include the date of the bonds shall be filed with the performance and payment bonds.

#### **7.0 SUBCONTRACTS**

Upon the City's request, the bidder shall supply the City with a list of all subcontractors the bidder plans to employ to complete the project. The City reserves the right to disapprove the use of any or all subcontractors that, in the City's judgment, are not reasonably capable of performing the work required.

Prior to award, the City may require the apparent low bidder to submit documentation and references to verify that the bidder and any designated subcontractors have adequate equipment and experienced personnel to perform the work within the contract time.

#### **8.0 ACCEPTANCE AND REJECTION OF BIDS**

The City reserves the right to accept the bid that, in the City's judgment, is the lowest and best bid, to reject any and all bids, and to waive irregularities and informalities in any bid that is submitted. Bids received after the time specified for bid opening will be returned unopened.

#### **9.0 BASIS OF AWARD**

The City will award the contract to the lowest responsible bidder who, in the City's judgment, will best serve the City's interests.

The City reserves the right to accept or reject any or all bids and to waive any informalities and irregularities. Any such waiver or consent, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent informality or irregularity.

#### **10.0 AWARD OF CONTRACT**

Acceptance of the bid shall be by written notice of award mailed or delivered to the office designated in the bid. The City will furnish the contract for execution with the notice of award.

If the successful bidder fails to execute the contract and furnish the performance and payment bonds and certificate of insurance within fifteen (15) days from the issuance of the notice of award, the City may terminate the award and award the contract to the next lowest responsible bidder. Such award shall be made within sixty (60) days after bid opening.

#### **11.0 FAILURE TO EXECUTE CONTRACT AND FURNISH BOND**

If the successful bidder fails to execute the contract and furnish the performance and payment bonds and certificate of insurance within fifteen (15) days from the issuance of the notice of award, the bidder shall forfeit the bid security accompanying the bid. The bid security shall be retained as liquidated damages by the City, and it is agreed that this said sum is a fair estimate of the amount of damages the City will sustain.

#### **12.0 CONFIDENTIAL INFORMATION**

Pursuant to the Colorado Open Records Act, C.R.S. §§ 24-72-201 *et seq.* ("Act"), all information contained in any bid or proposal is subject to public disclosure unless it meets one of the exceptions set forth in the Act. To avoid disclosure of trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data ("Confidential Information"), the bidder must clearly mark all Confidential Information as such and provide a written, detailed justification with its bid or proposal of the protected nature of the Confidential Information under Colorado law. This justification must address, at a minimum, the specific competitive harm that may result from any disclosure, the intrinsic value of the Confidential Information to the bidder, and any safeguards the bidder uses to protect the Confidential Information from disclosure.

By submitting a bid, the bidder agrees to hold the City harmless from any claim arising from the release of Confidential Information not clearly marked as such by the bidder or lacking written, detailed justification supported by Colorado law.

## **CONTRACT AND BOND**



## CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF LOVELAND, COLORADO, a home rule municipality ("City"), and \_\_\_\_\_ ("Contractor").

The Contractor, in consideration of the sum to be paid to the Contractor by the City and of the covenants and agreements contained herein and in the contract documents, identified in the general conditions at section 1.0 and incorporated herein by reference, hereby agrees at the Contractor's own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the construction of the project described as **Loveland Burial Park Ossuary Foundation, Columbarium Installation, And Plaza Reconstruction, Bid #2024-022** to the extent of the Contractor's bid opened **March 7, 2024, 2024** in full compliance with the contract documents.

In consideration of the performance of the work as set forth in the contract documents, the City agrees to pay the Contractor a sum not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_), as adjusted in accordance with the contract documents or as otherwise herein provided, and to make such payments in the manner and at the times provided in the contract documents.

Time is the essence of this contract. The Contractor agrees to complete the work within \_\_\_\_\_ (\_\_\_\_\_) days from the date of the issuance of the notice to proceed and to accept as full payment hereunder the quantities computed as determined by the contract documents and based on the unit prices set forth in the bid.

In the event that the Contractor fails to complete the work within the time limit set forth in the contract documents, liquidated damages shall be paid at the rate of Five Hundred Dollars (\$500 ) per day until substantial completion.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first above written.

CITY OF LOVELAND, COLORADO

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

CONTRACTOR:

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

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

ATTEST: (if corporation)

\_\_\_\_\_  
Corporate Secretary

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_.

(Insert name of individual signing on behalf of the Contractor)

\_\_\_\_\_  
Notary's official signature

S E A L

\_\_\_\_\_  
Commission Expiration Date

**PERFORMANCE BOND**

\_\_\_\_\_, as Principal (“Contractor”),  
and \_\_\_\_\_, as Surety (“Surety”), with general  
offices in \_\_\_\_\_, a corporation organized under the  
laws of the State of \_\_\_\_\_ and authorized to transact business in the State of  
Colorado, are hereby bound unto the City of Loveland, Colorado, as Obligee (“City”), in the penal sum of  
\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) in United States currency for the payment of which sum the Contractor and the Surety  
bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into a written construction contract with the City dated  
\_\_\_\_\_, 20\_\_\_\_, for **Loveland Burial Park Ossuary Foundation, Columbarium  
Installation, And Plaza Reconstruction, Bid #2024-022** (“Contract”), attached hereto and incorporated  
herein by reference.

NOW, THEREFORE, the conditions of this performance bond are such that, if the Contractor shall  
satisfactorily perform the Contract, then this performance bond shall be null and void; otherwise it shall  
remain in full force and effect.

In addition to the other conditions hereof, this performance bond shall satisfy all provisions and conditions  
set forth in C.R.S. §§ 38-26-105 and 106, as amended.

THE UNDERSIGNED SURETY, for value received, hereby agrees that no extension of time, change in,  
addition to, or other modification of the terms of the Contract or work to be performed thereunder or of the  
specifications of the contract documents shall in any way affect its obligation on this performance bond,  
and the Surety does hereby waive notice of any such extension of time, change, addition, or modification.

Any action against the Surety on this performance bond shall be brought no later than two (2) years from  
the date fixed for final settlement of the Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR:

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

\_\_\_\_\_

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

ATTEST: (if corporation)

\_\_\_\_\_  
Corporate Secretary

SURETY:

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

Attorney-in-Fact

ATTEST:

\_\_\_\_\_  
Corporate Secretary

## PAYMENT BOND

\_\_\_\_\_, as Principal ("Contractor"),  
and \_\_\_\_\_, as Surety ("Surety"), with general  
offices in \_\_\_\_\_, a corporation organized under the  
laws of the State of \_\_\_\_\_ and authorized to transact business in the State of  
Colorado, are hereby bound unto the City of Loveland, Colorado, as Obligee ("City"), in the penal sum of  
\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) in United States currency for the payment of which sum the Contractor and the Surety  
bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into a written construction contract with the City dated  
\_\_\_\_\_, 20\_\_\_\_, for **Loveland Burial Park Ossuary Foundation, Columbarium  
Installation, And Plaza Reconstruction, Bid #2024-022** ("Contract"), attached hereto and incorporated  
herein by reference.

NOW, THEREFORE, the conditions of this payment bond are such that, if the Contractor shall at all times  
promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its  
subcontractors with labor, material, rental machinery, tools, or equipment used or performed in the  
prosecution of the work provided for in the Contract and shall indemnify and save harmless the City to the  
extent of any payments in connection with the performance of such subcontracts that the City may be  
required to make under law, then this obligation shall be null and void; otherwise it shall remain in full  
force and effect.

In addition to the other conditions hereof, this payment bond shall satisfy all provisions and conditions set  
forth in C.R.S. §§ 38-26-105 and 106, as amended.

THE UNDERSIGNED SURETY, for value received, hereby agrees that no extension of time, change in,  
addition to, or other modification of the terms of the Contract or work to be performed thereunder or of the  
specifications of the contract documents shall in any way affect its obligation on this performance bond,  
and the Surety does hereby waive notice of any such extension of time, change, addition, or modification.

Any action against the Surety on this payment bond shall be brought no later than two (2) years from the  
date fixed for final settlement of the Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR:

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

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

ATTEST: (if corporation)

\_\_\_\_\_  
Corporate Secretary

SURETY:

By: ATTEST:

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Attorney-in-Fact

## **GENERAL CONDITIONS**

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### **1.0 CONTRACT DOCUMENTS**

It is understood and agreed that the bid documents, the Contractor's bid, any addenda and change orders issued by the City, and all drawings, construction plans, specifications, and engineering data furnished by the Contractor and accepted by the City are included in the contract, and the Contractor warrants that the work will strictly conform to the requirements therewith.

### **2.0 DEFINITIONS**

Words, phrases, or other expressions used in these Contract Documents shall have meanings as follows:

"Contract" shall mean the construction contract, which incorporates all of the contract documents by reference therein.

"Contract documents" shall mean those documents set forth in paragraph 1.0.

"City" shall mean the City of Loveland, Colorado and its duly authorized agents. All notices, letters, and other communication directed to the City shall be addressed and delivered to the City as specified in the Special Conditions.

"Contractor" shall mean the corporation, company, partnership, firm, other legal business entity or individual so named and designated in the contract and its or their duly authorized representatives.

"Subcontractor" shall mean and refer only to a corporation, partnership, other legal business entity or individual having a direct contract with the Contractor for performing work at the job site.

"Day" or "days" shall mean a calendar day.

"Work" shall mean the equipment, supplies, materials, labor, and services to be furnished under the Contract and the carrying out of all obligations imposed by the contract documents.

"Drawings" and "construction plans" shall include all of the following: (a) drawings furnished by the City as a basis for bids; (b) supplementary drawings furnished by the City to clarify and to define in greater detail the intent of the contract drawings and specifications; (c) drawings submitted by the Contractor with its bid, provided such drawings are acceptable to the City; (d) drawings furnished by the City to the Contractor during the progress of the work; and (e) engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the City.

"Substantial completion," "substantially complete," or "substantially completed" shall mean the date when the construction is sufficiently complete, in the City's judgment, in accordance with the contract and the contract documents, as modified by any change orders agreed to by the City, so that the work or designated portion thereof is available for use by the City.

"Inspector," "representative," "construction observer," "observer," "engineer," and similar terms mean the person or persons designated by the City to monitor the progress of the work on behalf of the City.

Wherever in the contract documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like effect and import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the City is intended only to the extent of judging compliance with the terms of the contract; none of these terms shall imply that the City has authority or

responsibility for supervision of the Contractor's forces or construction operations, such supervision and the sole responsibility therefore being strictly reserved for the Contractor.

Similarly, the words "approved," "reasonable," "suitable," "acceptable," "proper," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the sole judgment of the City.

Wherever in the contract documents the expression "it is understood and agreed" or an expression of like import is used, such expression shall mean the mutual understanding and agreement of the parties executing the contract.

"Official acceptance" shall mean the City's written acceptance of all work performed under the contract based on final inspection and issuance of a final payment certificate.

### **3.0 EXECUTION OF CONTRACT**

Two (2) copies of the contract and the performance and payments bonds will be prepared by the City. If required by the bonding agency in writing, a third copy of the contract and the performance and payment bonds will be prepared by the City. The copies will be submitted to the Contractor, who shall execute the Contract, insert executed copies of the required performance and payment bonds, power of attorney, and insurance certificates and submit all copies to the City. The date of contract on the contract and performance and payment bonds shall be left blank for filling in by the City. The certification date on the power of attorney shall also be left blank for filling in by the City. The City will execute all copies, insert the date of contract on the contract, performance and payment bonds, and power of attorney, retain one (1) copy, and distribute the remaining copy/copies to the Contractor.

### **4.0 LEGAL ADDRESSES**

All notices, letters, and other communication to the Contractor shall be mailed or delivered to either the Contractor's business address listed in the bid or the Contractor's office in the vicinity of the work, with delivery to either of these addresses being deemed as delivery to the Contractor. The address of the City is hereby designated as the place to which all notices, letters, and other communication to the City shall be mailed or delivered as identified in the special conditions.

### **5.0 SCOPE AND INTENT OF CONTRACT DOCUMENTS**

The specifications and drawings are intended to supplement but not necessarily duplicate each other. Any work exhibited in the one and not in the other shall be executed as if it had been set forth in both so that the work will be constructed according to the complete design as determined by the City.

Should anything necessary for a clear understanding of the work be omitted from the specifications and drawings, or should the requirements appear to be in conflict, the Contractor shall secure written instructions from the City before proceeding with the work affected thereby. Any detail that appears on one page of the drawings shall be as if it appears on all sections within the set of drawings. It is understood and agreed that the work shall be performed according to the true intent of the contract documents.

### **6.0 INDEPENDENT CONTRACTOR**

The City hereby retains the Contractor for the Project to perform the services on the terms and conditions specified in the Contract Documents, and the Contractor agrees so to serve. The parties agree that the Contractor shall be an independent contractor and shall not be an employee of the City. The Contractor, as an independent contractor, is not entitled to workers' compensation benefits and unemployment insurance benefits, and the Contractor is obligated to pay federal and state income tax on any monies earned pursuant to the contract relationship.

## **7.0 ASSIGNMENT AND SUBCONTRACTING**

The Contractor shall not assign by power of attorney or otherwise any of the money payable under this Contract unless prior written consent of the City has been obtained. No right under this Contract, nor claim for any money due or to become due hereunder, shall be asserted against the City or persons acting for the City by reason of any so-called assignment of the Contract, or any part thereof, unless such assignment has been authorized by the prior written consent of the City. In case the Contractor is permitted to assign monies due or to become due under this Contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work.

The City reserves the right to disapprove the use of any or all subcontractors, which, in the City's opinion, are not reasonably capable of performing the work required.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken, the subcontractor shall be immediately terminated by the Contractor upon notice from the City. The Contractor shall be as fully responsible and accountable to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the City.

## **8.0 ORAL STATEMENTS**

It is understood and agreed that the written terms and provisions of this Contract shall supersede all oral statements of representatives of the City, and oral statements shall not be effective or construed as being a part of this Contract.

## **9.0 REFERENCE STANDARDS**

Reference to the standards of any technical society, organization, or association or to codes of local or state authorities shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of taking bids unless specifically stated otherwise.

## **10.0 OWNER'S DRAWINGS AND SPECIFICATIONS**

The Contractor will be furnished up to five (5) sets of all drawings, including revisions thereto, and up to five (5) copies of the specifications without charge.

## **11.0 CONTRACTOR TO CHECK DRAWINGS AND LISTS**

The Contractor shall check all dimensions, elevations, and quantities indicated on the drawings and lists furnished to it by the City. The Contractor shall notify the City of any discrepancy between the drawings and the conditions at the site or any error or omission in drawings or in the layout as given by stakes, points, or instructions which the Contractor may discover in the course of the work. The Contractor shall not be allowed to take advantage of any error or omission in the drawings or Contract Documents. Full instructions shall be furnished by the City upon discovery of such error or omission, and the Contractor shall carry out such instructions as if originally specified.

## **12.0 FIGURED DIMENSIONS TO GOVERN**

Dimensions and elevations indicated on the drawings shall be accurately followed even though different from scaled measurements. No work indicated on the drawings, the dimensions of which are not indicated, shall be executed until necessary dimensions have been obtained from the City.

## **13.0 PROJECT MANAGEMENT**



The coordination of all field construction shall be under the direction of the Contractor, who shall be responsible for coordinating work between various subcontractors and resolving any conflicts between subcontractors regarding scheduling or coordination.

The time of completion is of the essence of the Contract, and the Contractor shall be responsible for performing the work in accordance with the specified construction schedule. If at any time the Contractor's work is behind schedule, the Contractor shall increase forces, work overtime, or otherwise accelerate operations to comply with the schedule and shall put into effect definite procedures for getting the work back on schedule. The proposed procedures shall be subject to the City's approval or modification. The procedures adopted shall be put into effect immediately. The Contractor will not be allowed extra compensation for costs incurred because of additional regular or premium time or of additional mobilization of equipment required to keep its work on schedule.

#### **14.0 NO WAIVER OF RIGHTS**

Neither the inspection by the City or any of its officials, employees, or agents, nor any order by the City for payment of money, or any payment for, or acceptance of, the whole or any part of the work by the City, nor any extension of time, nor any possession taken by the City or its employees shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

#### **15.0 CONSTRUCTION OBSERVATION**

The City may appoint such inspectors as the City deems proper to observe the materials furnished and the work performed for compliance with the drawings and specifications. The Contractor shall furnish all reasonable assistance required by the inspectors for the proper observation of the work. Should the Contractor object to any order given by any inspector, the Contractor may make written appeal to the City for a decision.

Inspectors shall have the authority to reject work that is unsatisfactory, faulty, defective, or does not conform to the requirements of the drawings and specifications. Observation shall not relieve the Contractor from any obligation to construct the work strictly in accordance with the drawings and specifications. Work not so constructed shall be removed and replaced by the Contractor at its own expense.

#### **16.0 FIELD RECORDS**

The Contractor shall maintain at the site office current copies of all drawings, specifications, and other Contract Documents and supplementary data, complete with latest revisions thereto. In addition, the Contractor shall maintain a continuous record of all field changes and, at the conclusion of work, shall incorporate all such changes on the drawings and other engineering data and shall submit the required number of copies thereof to the City.

#### **17.0 CONTRACTOR'S SUPERVISION AT THE SITE**

The Contractor shall furnish adequate management, supervisory, and technical personnel on the site to ensure expeditious and competent handling of the work. A superintendent experienced in construction of the type specified and who is a permanent member of the Contractor's organization shall be a resident at the Project throughout the construction. The superintendent shall be fully authorized to act for the Contractor and to receive whatever orders or notices may be given for the proper prosecution of the work.

The Contractor's field organization shall include an experienced staff of qualified technical personnel to handle on-site engineering, planning, and direction of all fieldwork.

The Contractor shall be responsible for complete supervision and control of its subcontractors as though they were its own forces. Notice to the Contractor shall be considered notice to any affected subcontractor.

#### **18.0 CONTRACTOR'S OFFICE**

During the performance of the Contract, the Contractor shall maintain a suitable office, which shall be headquarters of a representative authorized to receive drawings, instructions, or other communication or articles. Any communication given to the said representative or delivered to the Contractor's office in its absence shall be deemed to have been delivered to the Contractor.

Copies of items listed under Section 16.0, "FIELD RECORDS," shall be kept at the Contractor's office at the site of the work, available for use at all times.

#### **19.0 RELATIONS WITH OTHER CONTRACTORS**

The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City and workers who may be employed by the City in the vicinity of the work under the Contract and shall conduct operations to minimize interference with the work of such contractors or workers. The Contractor shall promptly make good, at the Contractor's own expense, any injury or damage that may be sustained by other contractors or employees of the City at the Contractor's hands. Any difference or conflict that may arise between the Contractor and other contractors shall be resolved as determined by the City. If the work of the Contractor is delayed because of any acts or omissions of any other contractor, the Contractor shall have no claim against the City on that account other than an extension of time.

If any part of the Contractor's work is dependent upon the quality and completeness of work performed under another contract, the Contractor shall inspect the other contractor's work and promptly report defects therein which render such work unsuitable for the proper execution of the work under this Contract. Failure to report such defects to the City shall constitute the Contractor's acceptance of such work as suitable to receive the Contractor's work; provided, however, that the Contractor shall not be responsible for defects which develop after such inspection and which could not have been reasonably detected or foreseen.

#### **20.0 METHODS OF FIELD OPERATION**

The Contractor shall inform the City in advance as to the Contractor's plans for carrying out each part of the fieldwork. Review by the City of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such review shall not be considered as an assumption of any risk or liability by the City or any officer, agent, or employee thereof. The Contractor shall have no claim because of the failure or inefficiency of any plan or method so reviewed.

Any method of work suggested by the City, but not specified, shall be used at the risk and responsibility of the Contractor, and the City shall have no responsibility therefor. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of the plan, equipment, and methods.

The Contractor shall comply with all applicable requirements of federal, state, and local codes and of all other authorities having jurisdiction over its work.

The Contractor shall be solely and completely responsible for conditions related to Contractor's work including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The City shall not be responsible for reviewing the adequacy of the Contractor's safety measures in, on, or near the construction site, and the Contractor shall be solely responsible for the adequacy of such measures.

#### **21.0 LINES AND GRADES**

All work shall be done to the lines, grades, and elevations indicated on the drawings. The Contractor shall provide suitable equipment and competent workers who shall locate and lay out the work.

The Contractor shall provide experienced instrument survey personnel, competent assistants, and such instruments, tools, stakes, and other materials required to complete survey, layout, and measurement work. In addition, the Contractor shall furnish, without charge, competent persons and such tools, stakes and other materials as the City may reasonably require in establishing or designating control points, in establishing construction easement boundaries, or in checking survey layout and measurement work performed by the Contractor.

Basic horizontal and vertical control points will be established or designated by the City. These points shall be used as datum for work under this Contract.

The Contractor shall keep the City informed, within a reasonable time not less than two (2) working days in advance of the times and places at which the Contractor wishes to do work, so that any checking of horizontal and vertical control points deemed necessary by the City may be done with minimum inconvenience to the City and minimum delay to the Contractor.

Any work done without being properly located may be ordered removed and replaced at the Contractor's expense.

## **22.0 PRESERVATION OF MONUMENTS AND STAKES**

The Contractor shall carefully preserve all monuments, benchmarks, property pins, reference points, and stakes. The Contractor shall be charged with the expense of replacement of any such items destroyed and shall be responsible for any mistake or loss of time that may be caused. Permanent monuments or benchmarks which must be removed or disturbed shall be protected until they can be properly referenced for relocation. The Contractor shall furnish materials and assistance for the proper replacement of such monuments or benchmarks, but actual replacement shall be done by a licensed surveyor.

## **23.0 PROTECTION OF PROPERTY AND PUBLIC LIABILITY FOR DAMAGES**

The Contractor shall be accountable for any damages resulting from its operations. The Contractor shall be fully responsible for the protection of all persons including members of the public, employees of the City, and employees of other contractors or subcontractors, and all public and private property.

The Contractor is responsible for any damage to existing structures, work materials, or equipment resulting from the Contractor's operations and shall repair or replace any damaged structures, work materials, or equipment to the satisfaction of, and at no additional cost to, the City.

The Contractor is responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property that may be caused by transporting equipment, materials, or personnel to or from work. The Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

The Contractor shall give reasonable advance notice to the owners of public or private property and utilities when such property and utilities are susceptible to injury, damage, or restricted access through the performance of the work and shall make all necessary arrangements with such owners relative to the removal and replacement or protection of such property or utilities. The Contractor shall provide such advance notice in a manner acceptable to the City.

#### **24.0 EMERGENCY PROTECTION**

Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under the Contract or of adjacent structures or property, and whenever, in the opinion of the City, an emergency has arisen and immediate action is considered necessary, then the City, with or without notice to the Contractor, may provide suitable protection by causing work to be done and material to be furnished and placed. The cost of such work and material shall be borne by the Contractor and, if the same is not paid on presentation of the bills therefore, such costs may be deducted from any amounts due or to become due the Contractor. The performance of such emergency work shall not relieve the Contractor of responsibility for any damage that may occur.

#### **25.0 FORCE MAJEURE**

Notwithstanding anything contained herein to the contrary, in the event and to the extent that fire, flood, earthquake, natural catastrophe, explosion, accident, riot, terrorist attack, war, illegality, or any other cause beyond the control of the parties hereto prevents or delays performance by either party, such party shall be relieved of the consequences thereof without liability, so long as and to the extent that performance is prevented by such cause; provided, however, that such party shall exercise due diligence in its efforts to resume performance as soon as practicable.

#### **26.0 CHARACTER OF WORKERS**

The Contractor shall employ only workers who are competent to perform the work assigned to them and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work.

#### **27.0 PREFERENCE IN EMPLOYMENT OF COLORADO LABOR**

The Contractor hereby covenants and agrees that, pursuant to C.R.S. § 8-17-101, Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on the Project or public works not expected to exceed five hundred thousand dollars in the aggregate for any fiscal year. "Colorado labor" shall mean any person who is a resident of the state of Colorado at the time of employment, without discrimination as to race, color, creed, sex, age, or religion except when sex or age is a bona fide occupational qualification.

#### **28.0 INSURANCE REQUIREMENTS**

##### **28.1 Comprehensive General Liability**

The Contractor shall procure and keep in force during the duration of the Contract a policy of Comprehensive General Liability insurance insuring the Contractor and the City against any liability for personal injury, bodily injury, or death arising out of the ownership, use, occupancy, or construction of the project and all areas appurtenant thereto and against liability for property damage with a combined single limit as specified in the Special Conditions. The limits of said insurance shall not, however, limit the liability of the Contractor hereunder. If the Contractor fails to procure and maintain said insurance, the City may, but shall not be required to, procure and maintain the same but at the expense of the Contractor.

##### **28.2 Comprehensive Automobile Liability**

The Contractor shall procure and keep in force during the duration of the Contract a policy of Comprehensive Automobile Liability insurance insuring the Contractor and the City against any liability for personal injury, bodily injury, or death arising from the use of motor vehicles and shall cover operations on or off the site of all motor vehicles controlled by the Contractor whether they are owned, non-owned, or hired with a combined single limit as specified in the Special Conditions. The limits of said insurance shall not, however, limit the liability of the Contractor hereunder. If the Contractor shall fail to procure and

maintain said insurance, the City may, but shall not be required to, procure and maintain the same but at the expense of the Contractor.

### **28.3 Builder's Risk**

If specified in the Special Conditions, the Contractor shall procure and keep in force during the duration of the Contract a Builder's Risk policy to protect the City and the Contractor against risks of damage to buildings, structures, materials, and equipment. Perils shall include, but not be limited to, fire, lightning, vandalism, and malicious mischief. The amount of such insurance shall be not less than the insurable value of the work at completion or as specified in the Special Conditions.

Builder's Risk insurance shall provide for losses to be payable to the Contractor and the City as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.

### **28.4 Owner's Protective Liability**

If specified in the Special Conditions, the Contractor shall procure and keep in force during the duration of the Contract a policy of Owner's Protective Liability insurance showing the City as Named Insured. Coverages shall remain in effect until the work is accepted by the City and shall be written for limits of a minimum of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Contractor shall evidence coverages initially with an insurance binder, with the actual insurance policy submitted to the City within thirty (30) days of the effective date. The Contractor shall be responsible for purchasing additional insurance coverage if the Two Million Dollar (\$2,000,000) aggregate is exhausted before the Project is completed.

### **28.5 Workers' Compensation and Other Insurance**

The Contractor shall procure and keep in force during the term of the Contract such other insurance as may be required by any law, ordinance, or governmental regulation including, but not limited to, Workers' Compensation.

### **28.6 Insurance Policies**

Insurance required shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A- as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as the Contractor may deem to be reasonable for the Project, but in no event greater than Twenty Thousand Dollars (\$20,000). No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the City. However, where cancellation of coverage is due to nonpayment of premium, a ten (10) day written notice to the City is required. The Contractor shall not do or permit to be done anything that shall invalidate the insurance policies referred to in this Section 28. All insurance policies provided herein shall be issued in the names of the Contractor and the City.

Such policies shall be for the mutual and joint benefit and protection of the Contractor and the City. All policies shall contain a provision that the City, although named as an Additional Insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, citizens, and employees by reason of negligence of the Contractor. All policies shall be written as primary policies not contributing to or in excess of coverage that the City may carry.

The Contractor shall furnish certificates evidencing required insurance coverage to the City. Such certificates shall be in a form acceptable to the City.

## **29.0 INDEMNITY**

The Contractor hereby covenants and agrees to indemnify, defend, save, and hold harmless the City from any and all liability, loss, costs, charges, penalties, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever in connection with, arising out of, or by any reason of any violation of the Contract or of any law, ordinance, or regulation by the Contractor, the Contractor's agents, employees, servants, subcontractors, or business invitees, or by reason of any injury or damage however occurring to any person or persons whomever (including the Contractor, the Contractor's agents, employees, servants, subcontractors, or business invitees) or to property of any kind whatsoever and to whomever belonging (including the Contractor, the Contractor's agents, employees, servants, subcontractor, or business invitees), or from any cause or causes whatsoever while in, upon, about, or in any way connected with the Project or any portion thereof during the term of the Contract.

The Contractor hereby assumes all risk and damage to property or injury to persons in, upon, or about the Project arising from any cause, and the Contractor hereby waives all claims in respect thereof against the City.

### **30.0 RELEASE OF LIABILITY**

Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof from all claims and liability hereunder for anything done or furnished for or relating to the work or for any act or neglect of the City or of any person relating to or affecting the work.

### **31.0 CLAIMS FOR LABOR AND MATERIALS**

The Contractor shall indemnify, defend, save, and hold harmless the City from all claims for labor and materials furnished under the Contract. When requested by the City, the Contractor shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under the Contract for which the City may become legally liable have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the Contractor that in addition to any other sums which may be retained will be sufficient in the opinion of the City to liquidate all such claims. Such amount will be retained until the claims as aforesaid are fully settled or satisfactorily secured.

Before final acceptance of the work by the City, the Contractor may be required to submit to the City a notarized and sworn affidavit stating that all subcontractors, vendors, persons, or firms who have furnished labor or materials for the work have been fully paid and that all taxes have been paid.

### **32.0 RIGHT OF CITY TO TERMINATE CONTRACT**

#### **32.1 For Default**

If the work to be done under the Contract is abandoned by the Contractor, or if the Contract is assigned without the written consent of the City, or if the Contractor is named in proceedings in bankruptcy or for reorganization, or if a general assignment of assets is made for the benefit of creditors, or if a receiver is appointed for the Contractor or any of the Contractor's property, or if at any time the City certifies that the performance of the work under the Contract is being unnecessarily delayed, the Contractor is violating any of the conditions of the Contract, or the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract, or if, in the judgment of the City, the work will not be or cannot be substantially completed within the time named for its completion or within the time to which such completion date may be extended, then the City may serve written notice upon the Contractor and the Contractor's surety of the City's intention to terminate this Contract. Unless within five (5) days after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate at 12:01 a.m. on the sixth calendar day following service of said notice. In the event of such termination, the surety shall have the right to take over and complete the work provided that if the surety does not (a) within

ten (10) days affirm in writing its intention to take over and complete the work, and (b) within thirty (30) days commence performance, the City may take over and prosecute the work to completion by contract or otherwise. The Contractor and the surety shall be liable to the City for all excess cost sustained by the City by reason of such prosecution and completion. The City may take possession of and utilize in completing the work all materials, equipment, tools, and plant on the site of the work. Any termination for default, which shall be determined to be improper or unwarranted in any respect, shall be deemed to be a termination for convenience as provided in Paragraph 32.2, "For Convenience," below.

### **32.2 For Convenience**

The performance of work under the Contract may be terminated by the City in accordance with this Paragraph in whole or from time-to-time in part whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated and the date upon when such termination becomes effective. Upon termination for convenience, the City shall be liable for the Contractor's unit price for the work then performed if a unit price contract, or for the value of the work completed, if a lump-sum contract, but shall not be liable for the Contractor's anticipated profits on the work terminated.

### **33.0 BEGINNING, PROGRESS, AND COMPLETION OF THE WORK**

The time of completion is of the essence of the Contract. The work shall be prosecuted to completion in accordance with the schedule stipulated in the Contract subject to adjustment as provided in the Contract Documents.

A detailed construction schedule shall be prepared by the Contractor and submitted to the City for review on or before the date of the preconstruction conference. This schedule shall be approved before performing any work that will affect public traffic. The schedule shall contain the various activities required to perform the work and the dates the activities will be started and completed in order to complete the work in accordance with the specified schedule requirements. The Contractor is responsible for determining the sequence and time estimates of the detailed construction activities. However, the City reserves the right to require the Contractor to modify any portion of the schedule the City determines to be impracticable or unreasonable as required to coordinate the Contractor's activities with those of other contractors, if any, engaged in work for the City on the site, to avoid undue interference with the City's operations, and/or to ensure completion of the work by the date or dates stipulated. Upon acceptance by the City of the Contractor's detailed construction schedule, the Contractor shall be responsible for maintaining such schedule.

If at any time the Contractor's work is behind schedule, the Contractor shall immediately put into effect definite procedures for getting the work back on schedule. The procedures shall be subject to review and modification by the City. The Contractor shall not be allowed extra compensation for costs incurred because of accelerated operations required to maintain the schedule.

### **34.0 UNFAVORABLE CONSTRUCTION CONDITIONS**

During periods of unfavorable weather, wet grounds, or other unsuitable construction conditions, the Contractor shall confine operations to work that will not be affected adversely thereby. No portion of the work shall be constructed under conditions that would affect adversely the quality or efficiency thereof unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.

### **35.0 HINDRANCES AND DELAYS**

The Contractor expressly agrees that the construction period stated in the Contract includes allowance for all hindrances and delays incident to the work. The Contractor further agrees that no claims shall be made for hindrances and delays from any cause during the performance of the work except as specifically provided for in Section 36.0, "SUSPENSION OF WORK," and Section 37.0, "EXTENSIONS OF TIME," below.

### **36.0 SUSPENSION OF WORK**

The City reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the Contract. Orders for suspension or reinstatement of work shall be issued by the City to the Contractor in writing. The time for completion of the work shall be extended for a period equal to the time lost by reason of the suspension.

Extra costs and expenses that are caused by work suspensions ordered by the City shall be paid by the City to the Contractor.

### **37.0 EXTENSIONS OF TIME**

Should the Contractor be delayed in the final completion of the work by any act or neglect of the City, by any other contractor employed by the City, or by strike, fire, or other cause outside of the control of the Contractor and which could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay will be granted by the City provided that the Contractor gives the City prompt notice in writing of the cause of delay in each case and demonstrates that it has used all reasonable means to minimize the delay. No damages shall be payable for any delay not due to an act or neglect of the City or an employee of the City.

Unless approved in writing by the City, extensions of time will not be granted for delays caused by unsuitable ground conditions, inadequate construction force, or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to ensure delivery when needed, or unfavorable weather.

Failure of City-furnished equipment and materials to arrive as scheduled or failure of other construction contractors to meet their schedule shall not be justification for an extension of time except where such failure causes, in the opinion of the City, an actual delay in the Contractor's work.

### **38.0 REJECTED WORK AND MATERIALS**

The Contractor, upon written notice from the City, shall remove from the premises all work and materials rejected as defective, unsound, improper, or in any way failing to conform to the requirements of the Contract Documents. The Contractor shall, at Contractor's sole expense, make good all work damaged by such removal and shall promptly replace materials damaged or improperly worked and re-execute or replace the work of any other contractor that is in any way affected by the removal of the defective work. The obligations of the Contractor under this Section shall not extend to defective materials or equipment supplied by the City.

If the Contractor does not remove rejected work and materials within ten (10) days after written notice, the City may remove and replace such work and materials at the expense of the Contractor. If the City prefers to accept work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract amount will be reduced as appropriate and equitable.

### **39.0 PLACING WORK IN SERVICE**

If desired by the City, portions of the work may be placed in service when completed, and the Contractor shall provide proper access for this purpose. Such use and operation shall not constitute an acceptance of



the work, and the Contractor shall be liable for defects due to faulty construction throughout the duration of the Contract and thereafter as provided under Section 64.0, "GUARANTEE," below.

#### **40.0 CLEANLINESS**

The Contractor shall give special attention to keeping the work site clean and free from trash and debris.

Trash, debris, and waste materials shall not be allowed to accumulate, but shall be regularly removed from the site and disposed of by and at the Contractor's expense.

Promptly upon completion of the construction work, all Contractor-owned facilities, materials, and construction plant shall be removed from the site.

#### **41.0 SECURITY**

The Contractor shall be responsible for all materials and equipment in the Contractor's custody or placed in construction by the Contractor. Security methods shall be employed by the Contractor as required to ensure the protection of all materials, equipment, and construction work from theft, vandalism, fire, and all other damage and loss.

#### **42.0 CONSTRUCTION AREA LIMIT**

Prior to beginning any removal or construction, the Contractor shall meet with the appropriate City representative to clearly define the limits of work. Any and all work performed beyond the limits so defined or before such limits are defined by the City shall be at the sole expense of the Contractor and without compensation from the City.

#### **43.0 PROTECTION OF WORK**

The Contractor shall be solely responsible for the protection of the work until its final acceptance by the City.

The Contractor shall have no claim against the City because of any damage or loss to the Contractor's work and shall be responsible for the complete restoration of damaged work to its original condition complying with specifications and drawings.

In the event the Contractor's work is damaged by another party not under the Contractor's supervision or control, the Contractor shall make claim directly with the party involved. If a conflict or disagreement develops between the Contractor and one of the other contractors concerning the responsibility for damage or loss to the Contractor's work, the conflict shall be resolved as provided under Section 19.0, "RELATIONS WITH OTHER CONTRACTORS," above. Such conflict shall not be cause for delay in the restoration of the damaged work. The Contractor shall restore the work immediately and the cost thereof will be assigned pending the resolution of the conflict.

#### **44.0 REPAIR OF DAMAGES**

The Contractor shall immediately repair any damage that results from this construction or abnormal use, including damage done to existing facilities. All such repair work shall be acceptable to the City.

#### **45.0 TESTING**

The City may require testing to satisfy itself of compliance with the Contract. This testing may be performed by an independent testing laboratory acceptable to the City. All initial test costs shall be paid by the City unless otherwise stated in the Contract. All re-tests on account of failed tests shall be paid by the Contractor.

#### **46.0 COOPERATION WITH THE CITY**

The performance of construction work that affects the operation of the City's utility systems shall be scheduled to be performed only at times acceptable to the City.

In the event that it is necessary to either interrupt or to impose abnormal operating conditions on any City utility system, such procedure must be acceptable to the City and a complete understanding and agreement must be reached by all parties concerned well in advance of the time scheduled for such operation, and such understanding shall be definite as to date, time of day, and length of time required. All work shall be scheduled to suit the City's convenience taking into consideration the facilities and requirements at all times during construction.

The Contractor shall be responsible for paying all regular and premium time labor costs arising from the necessity to perform work that affects the City's system facilities at times other than regular working hours.

#### **47.0 MODIFICATIONS**

The Contractor shall modify the work whenever so ordered by the City, and such modifications shall not affect the validity of the Contract. Modifications may involve increases or decreases in the amount of the work for which appropriate contract price adjustment shall be made

Except for minor changes that involve no contract price adjustment, all modifications shall be made under the authority of duly executed change orders issued and signed by the City and accepted and signed by the Contractor.

##### **47.1 Change of Contract Price**

The contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the contract price.

The contract price may be changed only by a change order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the contract price, the claim shall be made in writing and delivered to the city within ten (10) days of the occurrence of the event giving rise to the claim. Any change in the contract price resulting from any such claim shall be incorporated in a change order.

The value of any work covered by a change order or any claim for an increase or decrease in the contract price shall be determined in one of the following ways: (a) where the work involved is covered by lump-sum adjustment prices contained in the Contract Documents, by application of such prices to the quantities of items involved; or if not so covered, then (b) by the unit prices contained in the Contract Documents; or if none, then (c) by mutual acceptance of a lump-sum. In such case, the Contractor shall submit, in a form prescribed by the City, an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change that results in a net decrease in cost will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

##### **47.2 Changes in the Work**

Without invalidating the Contract, the City may at any time or from time-to-time order additions, deletions, or revisions in the work, which additions, deletions, or revisions shall be authorized by change orders. Upon receipt of a change order, the Contractor shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any change order causes an increase

or decrease in the contract price or an extension or shortening of the contract time, a corresponding adjustment shall be made.

Additional work performed by the Contractor without authorization of a change order shall not entitle the Contractor to an increase in the contract price or an extension of the contract time, except in the case of an emergency as deemed warranted by the City.

It is the Contractor's responsibility to notify the surety of any changes affecting the general scope of the work or change in the contract price, and the amount of the applicable bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustments to the City.

#### **47.3 No Modification Without Appropriation**

No Change Order or other form of order or directive by the City requiring additional compensable work to be performed, which order or directive causes the aggregate amount payable under the Contract to exceed the amount appropriated or to be appropriated, in the case of payments to be made in more than one calendar year, for the original contract, shall be issued unless the Contractor is given written assurance that lawful appropriations have been made or will be made to cover the costs of the additional work.

#### **47.4 Reimbursement for Additional Directed Work**

For any Change Order or other form of order or directive by the City requiring additional compensable work to be performed, the City shall reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until a Change Order is finalized. For the purposes of this section, "periodic basis" shall mean at least monthly. 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.

#### **48.0 LAWS AND REGULATIONS**

The Contractor shall observe and comply with all federal, state, and local ordinances, laws, codes, and regulations and all other applicable requirements of authorities having jurisdiction over the work, including the Federal "Safety and Health Regulations for Construction," and shall protect and indemnify the City and the City's officers and agents, including its engineers, against any claim or liability arising from or based upon any failure or alleged failure of the Contractor to comply with the same.

#### **49.0 TAXES, PERMITS, AND LICENSES**

All sales to the City in its governmental capacity only shall be exempt from sales and use tax pursuant to C.R.S. § 39-26-704. The Contractor may apply with the Department of Revenue, Sales Tax for an exemption certificate pursuant to and purchase the materials for incorporation in this Project tax-free pursuant to C.R.S. § 39-26-708.

If a building permit is needed, Contractor must complete a state sales tax exemption form and have it approved for the permit be tax exempt. Failure to do so will result in taxes being charged on the permit and the City will not reimburse the Contractor for those taxes.

It shall be the responsibility of the Contractor to obtain all licenses, permits, and inspections required for the work. The City shall pay for such licenses and permits separate and apart from the Contract.

#### **50.0 PATENTS**

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment, or processes used in the work shall be included in the Contract price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and shall be liable for any damages or claims for patent

infringements. The Contractor shall, at the Contractor's own cost and expense, defend all suits or proceedings that may be instituted against the City for alleged infringement of any patents involved in the work and, in case of an award of damages, the Contractor shall pay such award regardless of the amount or nature of such award. Final payment to the Contractor by the City shall not be made while any such suit or claim remains unsettled.

#### **51.0 MATERIALS AND EQUIPMENT**

Unless specifically provided otherwise in each case, all materials and equipment furnished for permanent installation in the work shall conform to applicable standard specifications and shall be new, unused, and undamaged when installed or otherwise incorporated in the work. No such material or equipment shall be used by the Contractor for any purpose other than that intended or specified unless such use is specifically authorized by the City in each case.

Unless stated otherwise in the Contract Documents, all required tests in connection with acceptance of source of materials or other specification compliance shall be made at the Contractor's expense by a properly-equipped laboratory of established reputation whose work and testing facilities are acceptable to the City. Any change in origin or method of preparation or manufacture of a material being routinely tested will require new tests. Reports of all tests shall be furnished to the City in as many copies as required.

#### **52.0 CONSTRUCTION PLANT AND TEMPORARY FACILITIES**

The Contractor shall furnish all construction plant, utilities, and temporary facilities and all materials, equipment, and supplies required for prosecution of the work but that will not be incorporated in the completed work.

#### **53.0 RECEIVING, HANDLING, AND STORAGE**

The Contractor shall receive (from carriers or from the City's warehouse), check, unload, handle, and store all materials and equipment to be incorporated in the construction under these specifications.

The Contractor shall be responsible for the prompt unloading of materials and equipment and shall pay any demurrage.

The Contractor shall provide all storage facilities. Storage areas on the site shall be limited to those areas so designated by the City.

#### **54.0 RIGHTS-OF-WAY**

The City will obtain all permanent right-of-way easements and location agreements required for construction of the work. Temporary permits shall be furnished by the Contractor including, without limitation, right-of-way work permit(s), which may be issued only to licensed contractors.

The Contractor shall confine operations to the immediate construction area and shall use due care in placing construction tools, equipment, excavated materials, and construction materials and supplies so as to cause the least possible damage to the property. At the conclusion of the work, all temporary structures, access roads outside the rights-of-way, and other facilities incidental to the new construction shall be removed, and the site shall be restored to its original condition.

#### **55.0 USE OF PRIVATE AND CITY PROPERTY**

##### **55.1 Use of Private Property**

The Contractor shall comply with all the limitations and provisions of the City's easements and agreements. The Contractor shall examine these easements and agreements before beginning the work and shall comply

with all provisions thereof. The Contractor shall enter proposed rights-of-way only after the City notifies the Contractor that easements and/or agreements of the specific section of line have been obtained. Problems involving rights-of-way shall be immediately reported to the City.

In those cases where the Contractor finds it necessary to enter upon, travel across, or otherwise use privately-owned land outside of the rights of such land acquired by the City in its right-of-way agreements, the Contractor shall make all necessary arrangements or agreements with the landowners involved for such right of entry and use of their property. The Contractor shall obtain a written agreement from each property owner and tenant setting forth the Contractor's right of entry and use of the property, and a copy of each such agreement shall be filed with the City. The Contractor shall fulfill each agreement and, at the conclusion of the work and before final payment, shall obtain an executed release from each agreement signed by the respective property owner and tenant. A copy of the release shall be filed with the City before final payment will be made for the work.

Whenever the right-of-way is occupied by crops which may be damaged by construction operations, the Contractor shall notify the property owner and tenant sufficiently in advance so that the crops may be removed before work is started. The Contractor shall be responsible for all damage to crops located outside the right-of-way limits and shall make satisfactory settlement for any damage directly with the property owner and tenant involved.

#### **55.2 Use of City Property**

The Contractor may be permitted to use available land belonging to the City on or near the site of the work for construction purposes and for the storage of material and equipment. The location and extent of the areas so used shall be as designated by the City.

The Contractor shall be solely responsible for obtaining and shall pay all costs in connection with any additional work area, storage sites, access to the site, or temporary right-of-way that may be required for proper completion of the work.

The responsibility for protection and safekeeping of equipment and materials on or near the site is entirely that of the Contractor, and no claim shall be made against the City by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials and equipment, the Contractor shall immediately move same. No materials or equipment may be placed upon the City's property until the City has agreed to the location contemplated by the Contractor to be used for storage.

The Contractor shall not use or operate any water valves, hydrants, switches, traffic control boxes, or any other City-owned facilities or utilities of any kind without the written consent of the project manager. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

#### **56.0 PROTECTION OF PUBLIC AND PRIVATE PROPERTY**

The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed by the Contractor. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations together with all sod and shrubs in yards and parking shall be restored to their original condition whether within or outside the easement. All replacements shall be made with new materials.

No trees shall be removed outside of the permanent easement except where authorized by the City. Whenever practicable, the Contractor shall tunnel beneath trees in yards and parking when on or near the

line of trench. Hand excavation shall be employed as necessary to prevent injury to trees. Trees left standing shall be adequately protected against damage by construction operations.

The Contractor shall be responsible for all damage to streets, roads, highways, shoulder, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or personnel to or from the work or any part or site thereof, whether by the Contractor or the Contractor's subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner, agency, or authority having jurisdiction over the damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage.

All existing fences which interfere with the construction operations shall be maintained by the Contractor until the completion of the work affected thereby unless written permission is obtained from the owner of the fence to leave the fence dismantled for an agreed period of time. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

On completion of the work across any tract of land, the Contractor shall restore all fences to their original or better condition.

#### **57.0 MAINTENANCE OF TRAFFIC**

The Contractor is required to maintain access to all private drives throughout the contract period for the Project.

The Contractor shall erect, maintain, and remove all barricades, traffic control signs, and devices necessary for any lane closure including detour signs. All such barricades and traffic control signs and devices shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways published by U.S. Department of Transportation, Federal Highway Administration and as directed by the engineer.

The Contractor shall be responsible for ensuring that all work sites are properly cleaned and barricaded prior to the completion of the day's activities. A barricading plan shall be submitted to the City at least two (2) working days prior to performing any work affecting public traffic.

#### **58.0 UNDERGROUND INSTALLATIONS**

Existing underground installations such as water mains, gas mains, sewers, telephone lines, power lines, and buried structures in the vicinity of the work to be done hereunder are indicated on the drawings only to the extent such information has been made available to or discovered by the City in preparing the drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed.

The Contractor shall be solely responsible for locating all existing underground installations, including service connections, in advance of excavating or trenching, by contacting the owners thereof and prospecting. The Contractor shall be required to contact the Utility Notification Center of Colorado (UNCC) at 1-800-922-1987 or 811 at least two (2) working days prior to beginning excavation in the area of UNCC-registered lines to have those utility locations marked by member companies. All other utility lines are to be located by contacting the respective representative. Utility service laterals are also to be located prior to beginning excavation. The Contractor shall use the Contractor's own information and shall not rely upon any information indicated on the drawings concerning existing underground installations.

Any delay, additional work, or extra cost to the Contractor caused by existing underground installations shall not constitute a claim for extra work, additional payment, or damages.

#### **59.0 FINAL CLEAN UP AND GRADING**

It is the intent of these specifications that at the end of construction work, all holes, ruts, settlements, and depressions resulting from the work be filled and graded to match elevations of adjacent surfaces, and all areas disturbed by construction shall be restored to their original condition to the maximum extent practicable and as acceptable to the City.

#### **60.0 DUST CONTROL**

The Contractor shall be responsible for the abatement and control of dust produced as a result of the Contract. All reasonable measures shall be taken by the Contractor, entirely at the Contractor's own expense, to control dust. This shall include dust control efforts when deemed necessary by the City on weekends, holidays, and other time during the contract period when fugitive dust may be a problem.

#### **61.0 NOISE CONTROL**

Construction machinery and vehicles shall be equipped with practical sound muffling devices and operated in a manner to cause the least noise consistent with efficient performance of the work.

#### **62.0 POLLUTION CONTROL**

The Contractor shall prevent pollution by sanitary wastes, sediment, debris, and other substances resulting from construction activities by preventing sediment, debris, or other substances from entering water systems, sanitary sewers, storm drains, and culverts and by retaining all spent oils, hydraulic fluids, and other petroleum fluids in containers for disposal off the site.

#### **63.0 GUARANTEE**

The Contractor shall guarantee the construction equipment, materials, and workmanship furnished under the Contract to be as specified and to be free from defects for a period of two (2) years after the date of final payment. In addition, the equipment furnished by the Contractor shall be guaranteed to be free from defects in design.

Upon notification, the Contractor shall promptly make all adjustments, repairs, or replacements which, in the opinion of the City, arose out of defects and became necessary during the guarantee period.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement or repair of parts and for correction of defects shall be paid by the Contractor or the surety.

This guarantee shall be extended to cover all repairs and replacements furnished under the guarantee, and the period of the guarantee for each such repair or replacement shall be one (1) year after installation or completion. The Contractor's guarantee shall not be construed as a waiver by the City of the relevant statute of limitations and statute of repose periods.

If within ten (10) days after the City has notified the Contractor of a defect, failure, or abnormality in the work the Contractor has not started to make the necessary repairs or adjustments, the City is hereby authorized to make the repairs or adjustments or to order the work to be done by a third party, with the cost of such work to be paid by the Contractor or the surety.

In the event of an emergency where, in the sole judgment of the City, delay would cause serious loss or damage, repairs or adjustments may be made by the City or a third party chosen by the City without advance notice to the Contractor, with the cost of such work to be paid by the Contractor or the surety.

#### **64.0 FINAL INSPECTION**

When the work has been substantially completed and at a time mutually agreeable to the City and Contractor, the City shall make an inspection of the work. If, based upon such inspection, the City determines that the work is complete, it shall accept the work, and the running of time for completion shall stop. Notwithstanding such acceptance, the City may retain such amounts as it deems necessary to compel completion of any punch list items. The City may, after five (5) days notice to the Contractor, complete the punch list items itself and charge the Contractor for all costs incurred therefor, together with the amount necessary to compensate the City for its additional costs, time, and effort. The City may deduct such amounts from any retainage, and the Contractor shall pay the City any deficiency.

#### **65.0 CONTRACTOR'S PRICE BREAKDOWN**

For lump-sum projects, the Contractor shall prepare and submit to the City for review a breakdown of the contract price according to the system of accounts provided by the City. The Contractor's price breakdown shall be reviewed and accepted by the City before any payments are made under the Contract. Each invoice submitted for payment shall be prepared in accordance with the price breakdown accepted by the City.

An unbalanced breakdown estimate providing for overpayment of the Contractor on items of work which would be performed first will not be acceptable.

#### **66.0 ESTIMATES AND PAYMENTS**

Not later than the first day of each month, the contractor shall make an estimate of the value of the work completed and of unused materials stored on the site. The estimated cost of repairing, replacing, or rebuilding any part of the work or replacing materials that do not conform to the drawings and specifications will be deducted from the estimated value.

Not later than the first day of each month, the Contractor shall furnish to the City an invoice for completed work and materials purchased for the Project and stored on the site. If the estimate is acceptable to the City, the City shall pay the Contractor by the last day of the month. Retainage shall be held on all contracts of \$100,000 or more at a rate of five percent (5%) of each progress payment. The City shall hold retainage until the contract is completed satisfactorily and finally accepted, and shall release retainage in accordance with state law.

#### **67.0 APPROPRIATION**

To the extent the Contract constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation pursuant to the City of Loveland Municipal Charter Section 11-6 and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue the Contract in any fiscal year in which no such appropriation is made.

#### **68.0 GOVERNMENTAL IMMUNITY ACT**

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* and under any other applicable law.

#### **69.0 FUEL ADJUSTMENTS (SURCHARGES)**

The City will not accept fuel adjustments unless said adjustments are specific as to amount and timeframe and are agreed to by the City and the Contractor in a signed writing prior to the date on which the adjustment is to take effect.



*The City of Loveland is committed to providing an equal opportunity for citizens and does not discriminate on the basis of disability, race, color, national origin, religion, sexual orientation or gender. The City will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act.*

## **BID AND BID BOND**

**BID  
UNIT-PRICE BASIS**

TO: THE CITY OF LOVELAND, COLORADO

PROJECT: **Loveland Burial Park Ossuary Foundation, Columbarium Installation, And  
Plaza Reconstruction, Project No. Bid #2024-022**

BIDDER:  
(Please type or print.)

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: : (\_\_\_\_) \_\_\_\_\_

The undersigned Bidder, having investigated all matters relevant to the Project and having read and examined the specifications and associated documents for the Project, including the Contract and the Contract Documents, does hereby propose to perform the work and provide the services set forth in this Bid.

The Bidder agrees to accept as full payment for the work proposed under the Contract as herein specified and as shown on the drawings, the amounts computed on the basis of the following unit or lump sum prices. It is understood that the prices are independent of the exact quantities involved. The Bidder states that the prices set forth below are a true measure of the labor, equipment, and materials, including overhead and profit, to complete the work, exclusive of any materials provided by the City of Loveland. In the event of a discrepancy between unit or lump sum prices and total prices, unit or lump sum prices shall govern.

The following bid schedule is an estimate only of the work proposed under the Contract, and the City does not guarantee any such quantities. The City reserves the right to eliminate from and add to the quantities without any adjustment in unit prices. The estimate of quantities will be used for evaluating bids. Items called out in the specifications, but not separately listed as a bid item, shall be considered incidental work and no additional payment shall be made.

**UNIT PRICE BID SCHEDULE**  
**LOVELAND BURIAL PARK OSSUARY FOUNDATION, CUMBARIUM INSTALLATION,**  
**AND PLAZA RECONSTRUCTION**  
**Project No. Bid #2024-022**

Item Description	Unit Measure	Unit Price	Extended Cost
Concrete tear out of existing plaza	Square foot		
Protection of existing columbarium's	each		
New concrete plaza	Square foot		
Foundation pillars per engineered drawings	Per pillar		
Crane Services for placement of new columbarium	Per hour		
Mobilization	Each		

THE UNDERSIGNED BIDDER HEREBY certifies that: (a) this Bid is genuine and is not made in the interest of or on the behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) the Bidder has not sought by collusion to obtain for the Bidder any advantage over any other bidder or over the City.

The undersigned Bidder represents that the Bidder is familiar with C.R.S. §§ 8-19-101, *et seq.* and that the Bidder is ☐ is not ☐ (check one) a “resident bidder” as defined therein. The undersigned further understands that if the Bidder is not a “resident bidder” and if the Bidder’s state of residence grants a preference to resident bidders, the amount of such preference will be allowed to resident bidders in comparing this Bid to the bids of such resident bidders. The undersigned Bidder further agrees to furnish, upon request of the City, such additional information and affidavits as may be necessary to confirm the undersigned Bidder’s status as a resident bidder and to indemnify the City from all claims and costs that arise out of any dispute over the Bidder’s status as a resident bidder.

The Bidder hereby acknowledges receipt of Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ to these specifications. (Insert number of each addendum received.)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(S E A L)

BIDDER: \_\_\_\_\_

Attest:

BY: \_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

CORPORATE SECRETARY

State of Incorporation: \_\_\_\_\_

Address of Principal Office: \_\_\_\_\_

**BID BOND**

Bond No. \_\_\_\_\_

Amount: \$ \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS that \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Loveland, Colorado, as OBLIGEE, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_ for the City of Loveland project known as **Loveland Burial Park Ossuary Foundation, Columbarium Installation, And Plaza Reconstruction, Bid #2024-022** as set out in the accompanying bid; and

WHEREAS, the OBLIGEE has required as a condition for receiving said bid that the PRINCIPAL deposit with the OBLIGEE either a certified check equivalent to not less than five percent (5%) of the amount of said bid or, in lieu thereof, furnish a bid bond for said amount conditioned that, in the event the PRINCIPAL fails to execute the proposed Contract for such construction and the required Performance and Payment Bonds if the Contract is awarded to it, that said sum be paid immediately to the OBLIGEE as liquidated damages and not as a penalty for the PRINCIPAL'S failure to perform.

NOW, THEREFORE, if the PRINCIPAL shall, within the period specified:

A.on the attached prescribed forms presented to it for signature, enter into a written contract with the OBLIGEE in accordance with its Bid as accepted and give Performance and Payment Bonds with good and sufficient surety or sureties as may be required upon the forms prescribed in the Contract Documents for the faithful performance and the proper fulfillment of said Contract; or

B.pay to the OBLIGEE the penal sum of this Bid Bond as liquidated damages and not as a penalty;

then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL:SURETY:

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

By: \_\_\_\_\_  
Attorney-In-Fact

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

(A certified copy of the Agent's Power of Attorney must be attached hereto.)

## **SPECIAL CONDITIONS**

## **SPECIAL CONDITIONS**

### **1.0 PROJECT DESCRIPTION**

The City is expanding services within the existing cemetery properties to extend the life of the city-owned Cemeteries. A new Canterbury Ossuary will be placed within the current reflection garden located within Loveland Burial Park. Canterbury Ossuary has already been procured by City. Scope of work includes demolition of existing plaza (including protection of existing columbarium), installation of new concrete piers/foundation per engineered drawings attached, concrete plaza replacement – Sand Finish, New plaza area will be same size as existing which is roughly 1,134 sq/ft or 27' x 42' at a thickness of 6".

### **2.0 PROJECT MANAGER**

The Project Manager for this project is David Alexander and can be reached at David.alexander@cityofloveland.org .

### **3.0 TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The time of completion for this Project is TBD at time of award days from the Notice to Proceed. The rate for liquidated damages is Dollars (\$500 ) per day until substantial completion.

### **4.0 GOVERNING LAW/VENUE**

This Contract shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.

### **5.0 COLORADO OPEN RECORDS ACT**

Be advised that the City of Loveland is subject to section 24-72-201 *et seq.* of the Colorado Revised Statutes. If you object to the disclosure of any information in your statement of work or Exhibit A, you must provide a detailed written statement containing a) The exact pages, paragraphs, or charts you believe should be withheld; b) the specific legal basis for that position. Please note that your objection will be considered but is not binding on the City. The City is required to make a determination under the Colorado Open Records Act, and may only withhold documents that are confidential under the law.

### **6.0 PROHIBITED TERMS**

Any term included in any terms, conditions, or agreements of the Contractor or any other exhibit, that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; limits the Contractor's liability for damages caused by the Contractor; determines choice of law, conflicts of law, or venue and forum-selection, or defense or control of litigation or settlement; requires the City to pay attorneys' fees or costs; requires the City to name the Contractor as an additional insured; requires the City to agree to confidentiality; or that conflicts with this provision in any way shall be void ab initio. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of the City.

### **7.0 INSPECTIONS AND TESTING**

**All inspections and testing will be completed by a third party paid for by the City.**

### **8.0 RESTRICTED WORK**

Work will not be allowed during scheduled interment services. Contractor will be given 48 hours notice when services are scheduled that will affect access to work site.



## **9.0 SCHEDULE OF INSTALLATION**

Crane services to install new Canterbury columbarium structure once delivered from manufacturer. Delivery is expected in early summer and will be coordinated in advance with the selected Contractor.

## **10.0 INSURANCE LIMITS**

The insurance limits for this Project are as follows:

Form of Insurance	Combined Single Limit
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000
Worker's Compensation and Employer's Liability	Statutory/\$500,000
Builder's Risk	Not Applicable
Owner's Protective Liability	Not Applicable

## **CONSTRUCTION PLANS AND DRAWINGS**

SEE ATTACHED









