

**TOWN OF LYONS, COLORADO
CONSTRUCTION AGREEMENT
Project Number PW: 20E-1 Bohn Park Construction**

This **CONSTRUCTION AGREEMENT** ("Agreement") is made and entered into by and between the **TOWN OF LYONS, COLORADO**, a municipal corporation of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado 80540 (the "**Town**" or "**Owner**"), and **DEFALCO CONSTRUCTION COMPANY**, a Colorado corporation whose business address is 7510 Johnson Drive, Longmont, Colorado 80504 (the "**Contractor**") (together, the "Parties"), and shall be effective as of the date of mutual execution of the Parties.

WITNESSETH

WHEREAS, the Town desires to obtain all necessary components and work to complete the scope of work for the Lyons Bohn Park Flood Recovery Construction Project: Project Number PW 20E-1 (the "Project"); and

WHEREAS, the Town issued a Bid Package for the Project with addenda ("Bid Package") through the Rocky Mountain E-Purchasing System (RMEPS) on October 7, 2016; and

WHEREAS, a copy of the Bid Package is attached to this Agreement as **Exhibit A** and is incorporated into this Agreement by reference; and

WHEREAS, in response to the Bid Package, the Town received bids or proposals, including one from the Contractor ("Bid Proposal"), a copy of which is attached to this Agreement as **Exhibit B** and is incorporated into this Agreement by reference; and

WHEREAS, the Town has reviewed the Bid Proposal from the Contractor for the completion of the Project, and the Town finds said Bid Proposal acceptable and deems it the lowest responsible and responsive Bid proposal received; and

WHEREAS, the Town desires to enter into this Agreement with the Contractor for the completion of two portions of the Project: **Base Bid Item No. 1** (River and Riverwalk Improvements) and **Bid Alternate No. 4** (Waterline Improvements, subject to the terms and conditions of this Agreement and all other Contract Documents as defined in Section 2.00 of this Agreement.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, and other construction accessories, and services and labor specified or required to be incorporated in and form a permanent part of the construction and completion

of the work proposed to be done under this Agreement as described more specifically in **Exhibit A** and **Exhibit B** (“Work” or “Scope of Work”). In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents and Design Documents, including Drawings and Specifications, as defined in the attached General Conditions. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner’s official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor’s Bid Proposal, or part thereof.

2.00 THE CONTRACT DOCUMENTS: This Agreement incorporates all the Contract Documents, which together represent the entire and integrated agreement between the Parties hereto and supersede all prior negotiations, whether written or oral, or prior representations. The Contract Documents consist of this Construction Agreement, the Bid Package, including all documents incorporated into the Bid Package by reference (**Exhibit A**), the Bid Proposal (**Exhibit B**), and additional documents to be incorporated into this Agreement at a later date as **Exhibit C** pursuant to this Agreement. The Town Administrator and Contractor’s authorized representative shall be authorized to approve the additional documents as listed below to be included in **Exhibit C** and attach the same to this Agreement. The Contract Documents consist of, without limitation, the following documents:

1. This Agreement
2. **Exhibit A** to this Agreement (Lyons Bohn Park Flood Recovery Construction Project: Project Number PW 20E1 Bid Package), which includes the following non-exhaustive list of documents:
 - a. Invitation to Bid and Instructions to Bidders
 - b. Federal Emergency Management Agency’s (“FEMA”) Grant Program Requirements for Procurement Contracts, as executed by Contractor and the Town
 - c. Town of Lyons General Conditions
 - d. Town of Lyons Special Provisions
 - e. Documents incorporated into the Bid Package by reference:
 - i. Design Documents, including all Drawings and Specifications
 - ii. Town of Lyons Manual of Design Criteria and Standard Specifications
 - iii. “Geotechnical Report, Bohn Park Flood Recovery Project, Lyons, Colorado,” completed by Shannon & Wilson, Inc. on May 31, 2016
3. **Exhibit B** to this Agreement (Contractor’s Bid Proposal), which includes the following non-exhaustive list of documents:
 - a. Contractor’s Bid Form (with Unit Pricing and other prices or quantities as indicated)
 - b. Project Total Price (with bid prices for each individual bid item as indicated)
 - c. Work Completion Schedule
4. **Exhibit C** to this Agreement (additional documents to be incorporated pursuant to this Section 2.00 of this Agreement):
 - a. Labor and Material Payment Bond and Performance Bond (together the “Bonds”) as required by Section 10.00 of this Agreement

- b. Notice of Award
- c. Notice to Proceed

5. The Following Documents if the Box is Checked:

- ☒ Specifications
- ☒ Addendums to Specifications and Standards
- ☒ Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement
- ☐ Others: _____

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Agreement shall be effective as of the date of mutual execution of the Parties and the Contractor agrees to undertake the performance of the Work within **ten (10) days** following the Notice to Proceed issued by the Town and agrees that the Work will be completed on or before **August 25, 2017**. Specifically, the Contractor shall achieve Substantial Completion of the Work on or before August 11, 2017 and shall achieve Final Completion of the Work on or before August 25, 2017, unless the contract time is extended by the Town as provided in the Contract Documents.

4.00 LIQUIDATED DAMAGES: All time limits stated in this Agreement and the Contract Documents are of the essence of the Agreement. The Town and Contractor recognize the completion of the work as shown in the contractual time frame, or as extended, is important to the ongoing operations of the Town and its citizens. They also recognize that delays include expenses to the Town for extended manpower commitments, outside consultant commitments, and potentially other legal fees to extend the project beyond the expected time period.

☒ If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **\$1,500.00 per day** for each day after the contract time frame expires until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the Town for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance Bond shall pay such damages. In addition, and at the Town's option, the Town may withhold all or any part of such liquidated damages from any payment due the Contractor.

☐ If this box is checked, in addition or in lieu of the daily damages (if checked above), Contractor agrees that lump sum liquidated damages (not penalties) may be assessed by the Town in a *lump sum payment of \$_____.00 if the work is not completed by _____, 20__.*

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum not to exceed: **FOUR MILLION THREE HUNDRED THIRTY-SEVEN THOUSAND EIGHTY-THREE DOLLARS AND TWENTY-ONE CENTS**, (\$4,337,083.21.00) ("Contract Price"), which includes the award of Base Bid No. 1 for the sum of **FOUR MILLION SEVENTY-SIX THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS AND EIGHTEEN CENTS** (\$4,076,486.18) and Bid Alternate No. 4 for the sum of **TWO HUNDRED SIXTY THOUSAND FIVE HUNDRED NINETY-SEVEN DOLLARS AND THREE CENTS** (\$260,597.03). The

Contract Price may be subject to adjustment as provided by the Contract Documents and amendments made pursuant to this Agreement. The Town has appropriated sufficient funds for completion of this Work.

- a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all improvements embraced in this Agreement complete and satisfactory to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.
- b. By the 30th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding Section 26 of the General Conditions to the contrary, the Town shall withhold five percent (5%) of payments to Contractor in accordance with Section 103(1)(a) of Article 91, Title 24, C.R.S. (2016).
- c. Pursuant to Section 103.6(2) of Article 91, Title 24, C.R.S. (2016), no change order that increases the Contract Price shall be approved unless the Town has appropriated sufficient funds to cover the cost of such an increase and has provided the Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made and appropriations are available prior to performance of the additional work unless such work is covered by a remedy-granting provision of this Agreement.

6.00 ACCEPTANCE AND FINAL PAYMENT: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. The retainage amount set forth in Paragraph b of Section 5.00 of this Agreement shall not be released to the Contractor until the Town has complied with the applicable final payment procedures specified in Section 107(1) of Article 26, Title 38, C.R.S. (2016).

7.00 MODIFICATIONS AND AMENDMENTS: Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate

written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents. Pursuant to the Lyons Municipal Code, the Town Administrator is authorized to approve all contract modifications for construction contracts in any amount of ten thousand dollars (\$10,000.00) or less. The Board of Trustees possesses the sole authority to approve all contract modifications in any amount over ten thousand dollars (\$10,000.00) for construction contracts. Any requested change order or minor change is subject to Section 17 of the Town of Lyons General Conditions attached hereto and incorporated into this Agreement.

8.00 CONTRACTOR'S REPRESENTATIONS: In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:

a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.

b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.

c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.

d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

9.00 INSURANCE: Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement and as required by Section 28 of the General Conditions (pages 700-20 through 700-23) and other applicable provisions of the Contract Documents. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, complying with Section 29 of the General Conditions (page 700-22).

b. Comprehensive General liability and property damage insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000,000) per each occurrence, AND TWO MILLION DOLLARS (\$2,000,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy

shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this contract.

d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

e. ☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$____,000,000).

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. The policies required above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any self-insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Contractor. Contractor shall be solely responsible for paying any and all deductibles.

Each certificate shall identify this Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Upon written request of the Town, Contractor shall cause a certified copy of any policy and any endorsement(s) to be delivered to the Town within ten (10) calendar days from the date the written request is received by Contractor.

CERTIFICATES OF INSURANCE REQUIRED BY THE GENERAL CONDITIONS OF THIS AGREEMENT SHALL BE SENT TO THE OWNER'S REPRESENTATIVE, ATTENTION: SLOANE NYSTROM, TOWN OF LYONS, PROJECT MANAGER, snystrom@townoflyons.com

10.00 BONDS: Contractor shall furnish a labor and material payment bond and a performance bond, in the amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the twenty-four (24) month warranty period. In compliance with Section 8 of the General Conditions, the Performance Bond shall additionally guarantee that the Contractor shall remedy any omissions, correct any and all defects, and adjust and make operable all component parts of the Work failing under the requirements of this Agreement which may be called to the Contractor's attention within a period of 24 months following the date of completion established in the Town's letter of final acceptance. The performance bond shall remain in effect at least two (2) years after the date of final payment. Bonds fully complying with this Section 10.00 and the Contract Documents shall be provided to the Town no later than ten (10) days following Notice of Award. The bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within ten (10) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

11.00 NO WAIVER OF GOVERNMENTAL IMMUNITY: The Parties hereto understand and agree that the Parties are relying on, and do not waive or intend to waive by any provision of this Agreement or the remainder of the Contract Documents, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its elected officials, officers, agents or their employees.

12.00 INDEMNIFICATION: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, the United States Government, FEMA (if FEMA funding is part of the funding for the Work), the State of Colorado, their agencies, employees, officials and agents ("Indemnitees") harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Contract.. The Contractor is not obligated to indemnify the Town for the Town's own negligence.

13.00 TERMINATION FOR CONVENIENCE: This Agreement and the performance of the Scope of Work hereunder may be terminated at any time in whole, or from time to time in part, by the Town for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice ("Notice of Termination") specifying the extent to which performance of the Scope of Work is terminated and the date upon which termination becomes effective. If the Agreement is terminated, the Contractor shall be paid on a prorated basis of Work satisfactorily completed, under the detailed Scope of Work. The portion of the Scope of Work satisfactorily completed but not yet accepted by the Town shall be determined

by the Town.

14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

- (1) The Town may serve written notice upon the Contractor of its intention to terminate this Agreement in the presence of one of the following events of default:
 - a. Contractor should fail to initiate the Scope of Work at the agreed upon time;
 - b. The performance of the Scope of Work is being unnecessarily or unreasonably delayed;
 - c. The Scope of Work is not completed within the time specified or within the time to which completion of the Scope of Work has been extended;
 - d. Contractor should fail to make prompt payments for labor, materials or to subcontractors;
 - e. Contractor shall willfully violate this Agreement or disregard laws, ordinances or instructions of the Town;
 - f. Contractor shall abandon performance of the Scope of Work;
 - g. The Contract or any part thereof has been assigned, transferred or sublet without Town approval;
 - h. Contractor shall become insolvent or adjudged bankrupt; or
 - i. Contractor shall refuse to remove materials or perform any work within the Scope of Work as shall have been rejected as defective or unsuitable.
- (2) Such written notice shall contain the reasons for the intention to terminate this Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

15.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION:

The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or

payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

16.00 GOVERNING LAW AND VENUE: Venue for any and all legal matters regarding or arising out of this Agreement shall be exclusively in the District Court in and for Boulder County, State of Colorado. This Agreement shall be governed by the laws of the State of Colorado.

17.00 ASSIGNMENT: The Contractor shall not assign any of his rights or obligations under this Agreement without the prior written consent of the Town. Upon any assignment even though consented to by the owner, the Contractor shall remain liable for the performance of the Work under this Agreement.

18.00 LAWFUL PERFORMANCE: It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Lyons, Colorado.

19.00 INVALID SECTIONS: Should any section of this Agreement be found to be invalid, it is agreed that all other sections shall remain in full force and effect as though severable from the invalid part.

20.00 AGREEMENT CONTROLS: In the event a conflict exists between this Agreement and any term in any exhibit or document attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

21.00 NOTICE: Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town:	Town of Lyons Attention: Town Administrator 432 5 th Avenue P O Box 49 Lyons, CO 80540
With a copy to:	Town of Lyons Town Attorney c/o Michow Cox & McAskin, LLP 6530 S. Yosemite St., Suite 200 Greenwood Village, CO 80111
Contractor:	DeFalco Construction Company Attention: Tony DeFalco, President P.O. Box 820 Longmont, CO 80502

The person or persons signing and executing this Agreement on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

No officer or employee or agent of the Town shall be personally responsible for any liability arising under or growing out of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed **four (4) original copies** of this Construction Agreement, in accordance with Section 6.A. of the General Conditions. Three counterparts have been delivered to the Town and one counterpart has been delivered to the Contractor. All portions of the Contract Documents requiring a signature of the Town or Contractor have been signed or identified by the Town and the Contractor.

SIGNATURE PAGE FOLLOWS

ATTEST:

TOWN OF LYONS

By: _____
Debra K. Anthony, Town Clerk

By: _____
Connie Sullivan, Mayor

DEFALCO CONSTRUCTION COMPANY,
a Colorado corporation

By: _____
Tony DeFalco, President

STATE OF COLORADO)

COUNTY OF _____) ss.

The foregoing Construction Agreement was acknowledged before me this ____ day of _____,
20____, by Tony DeFalco as President of DeFalco Construction Company, a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____.

Notary Public
**(Required for all contracts pursuant to C.R.S. § 8-40-
202(2)(b)(IV))**

Exhibit A

PROJECT MANUAL



**2016 Lyons Bohn Park Flood Recovery
Construction Project
Project Number: PW 20E1**

October 7, 2016

**Final
CONTRACT DOCUMENTS**

CONTRACT DOCUMENTS

Project Name: 2016 Lyons Bohn Park Flood Recovery Construction Project
Project Number: PW 20E1

Bid Package

2016 Lyons Bohn Park Flood Recovery Construction Project

Project Number: PW 20E1

TITLE/SECTION

1. INVITATION TO BID
2. BID FORM FOR UNIT PRICE CONTRACT
3. CONTRACTOR QUALIFICATIONS
4. CONSTRUCTION CONTRACT
5. LABOR AND BOND PAYMENT
6. PERFORMANCE BOND
7. BID BOND
8. FEDERAL EMERGENCY MANAGEMENT AGENCY'S ("FEMA")
GRANT PROGRAM REQUIREMENTS FOR PROCUREMENT CONTRACTS
9. GENERAL CONDITIONS
10. SPECIAL PROVISIONS & CONTRACTOR'S
CERTIFICATE OF COMPLIANCE
11. FEMA CFR 13.36 - Affirmative Steps Taken
12. PATENT RIGHTS (SMALL BUSINESS FIRMS AND NONPROFIT ORGANIZATIONS)

- | | |
|--|---------------|
| 13. DESIGN DOCUMENTS, INCLUDING PLANS | SEPARATE .PDF |
| 14. SPECIFICATIONS | SEPARATE .PDF |
| 15. TOWN OF LYONS MANUAL OF DESIGN CRITERIA
AND STANDARD SPECIFICATIONS | SEPARATE .PDF |
| 16. FREQUENTLY ASKED QUESTIONS AND
RECOMMENDED CONSERVATION MEASURES | PAGES 1-11 |
| 17. GEO-TECHNICAL REPORT | SEPARATE.PDF |

TOWN OF LYONS
INVITATION TO BID

FOR: 2016 Bohn Park
Project Number: PW 20E1

DATE: October 7, 2016
PROJECT: Bid Package Project Number: PW 20E1

INTRODUCTION/INVITATION: The Town of Lyons (Owner, Town) is requesting bids from qualified firms for work related to the 2013 flood disaster. Bids shall include 1) a breakdown of unit prices and quantities for anticipated labor, materials and equipment rates and 2) a Project Total price and 3) a schedule for completing the work. All work shall be performed in accordance with federal, state and local rules and regulations. The bid package is broken into phases of development with a base bid schedule and a series of bid alternates that may be selected in accordance with the Town's best interests and costs.

The Owner's Representative is Sloane Nystrom, Town of Lyons. The Owner's Representative's address is 432 5th Avenue, Lyons, CO 80540; email: snystrom@townoflyons.com

Pre-Proposal Conference:

A Pre-Proposal Conference will be held on **Thursday, October 20, 2016 at 11:00 am M.S.T.** at the Town of Lyons Town Hall, 432 5th Avenue, Lyons, CO. The purpose of this conference is to discuss this RFP and to provide assistance to contractors in the interpretation of this Request for Proposals (RFP) or any terms and conditions contained herein. Attendance at this conference is **not** mandatory, but is strongly encouraged. If the prebid meeting cannot be attended it is highly recommended that a site visit is performed prior to submitting responses. A Town of Lyons representative will be unable to attend individual meetings on site prior to award of the bid other than the pre-bid meeting.

Proposals must be received no later than:

Friday, November 4, 2016 at 2 p.m. MST. Proposals received after this date and time will NOT be considered for award.

INTERESTED PARTIES ARE INVITED TO SUBMIT A BID TO THE TOWN OF LYONS TO ROCKY MOUNTAIN E-PURCHASE SITE AT rockymountainbidsystem.com. Bidders must post their submittal directly to the site on or before **Friday, November 4, 2016 at 2 p.m. MST** and bidders must also submit hard copies of their proposal directly to the Town of Lyons at 432 5th Avenue, Lyons, Co by hand or by certified delivery in the following quantities:

- One (1) Original Proposal, identified as "Original"
- One (1) Copy of Proposal

NOTE: All interested parties must include both the electronic submittal and the described hard copies according to instructions in order to be considered.

10/7/2016

All hard copy submissions of proposals shall be submitted in a sealed package and must be clearly marked as follows:

PROPOSAL FOR 2016 Lyons Bohn Park Flood Recovery Construction Project
Project Number: PW 20E1

LOCATION OF BID OPENING: Lyons Town Hall, 432 5TH Avenue, Lyons, Colorado 80540.

DATE/TIME OF BID OPENING: *Friday, November 4, 2016 at 2 p.m. MST*

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the Town of Lyons at (303) 823-6622 at least 48 hours before the scheduled event.

Please direct all questions concerning this RFP in writing to snvstrom@townoflyons.com. No questions will be answered verbally; all questions must be in e-mail form. All questions and answers will be circulated as an RFP Addendum on the Rocky Mountain E-Purchase site. Questions will not be accepted after ***Thursday, October 27, 2016 at 4:00pm MST***. The final Addendum will be sent out no later than ***Monday October 31, 2016 at 11:00am MST***.

Copies of bidding documents obtained from any source other than the Town of Lyons or Rocky Mountain E-Purchasing are not considered authorized copies. Only vendors who obtain bidding documents from either the Town or Rocky Mountain E-Purchasing system are guaranteed to receive addendum information, if such information is issued. **If you have obtained this document from a source other than the Town of Lyons or the Rocky Mountain E-Purchasing system, it is recommended that you obtain an official copy.**

The Town of Lyons reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Town, is in the best interest of the Town of Lyons, County of Boulder, State of Colorado.

SCHEDULE: A non-binding notice of intent to accept Proposal is expected to be issued on or about **December 1, 2016**. Contractor shall complete installation of base bid schedule item #1 on, or before, **July 1, 2017** and shall reach Substantial Completion which is defined as 90% complete for the base bid schedule by **July 1, 2017**. Contractor shall complete work and reach Final Completion within 14 calendar days after date of Substantial Completion. Final Completion should be met by **July 14, 2017**. Additional bid alternates (if selected) will extend the schedule as agreed upon and as determined by the Town. Contractor can dictate work start date and schedule as long as completion dates are met. Provide the following estimates for scheduling dates:

Task	Date
Mobilization	
Completion of rough grading	
Completion of instream improvements	
Completion of fine grading	
Completion of Irrigation System	
Completion of trail, elevated decking and bridge	
Placement of Topsoil	
Ecological Plantings	
Completion	
Demobilization	

SUBMITTAL REQUIREMENTS: The following items are to be included in the Proposal:

- (a) Contact information, including an official e-mail address to receive notifications and updates.
- (b) Completed *Bid Form for Unit Price Contracts*
- (c) Completed Certificate of Compliance as required by §8-17.5-101 *et seq.*, Colorado Revised Statutes.
- (d) Proposed Construction Schedule.
- (e) Significant subcontractors and suppliers over \$50,000. Provide name, service provided, and contract amount.
- (f) Comments to the proposed Contract Documents. Post-award comments to the Contract Documents not included in the Proposal shall not be considered.
- (g) Short description of company's practical knowledge, proposed equipment to be used and financial resources to complete the Work. Name and qualifications of proposed Project Superintendent
- (h) AIA Form 305 (or similar form to be supplied and filled out by Bidder)
- (i) Bid Bond
- (j) Certificate of Insurance
- (k) Affirmative Action Form
- (l) FEMA Addendum Form

LEGAL REQUIREMENTS: The successful Bidder will be required to furnish, as part of the Contract Documents, insurance certificates in the amount specified in the Contract Documents, a Performance Bond and Labor & Materials Payment Bond, each in an amount equal to 100% of its Contract price, said bonds to be issued by a responsible corporate surety approved by the Board of Trustees and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the Town from claims and damages of any kind caused by the operations of the Contractor.

Bidders will be required to submit evidence that they have a practical knowledge of and the financial resources to complete the Work. Bidder shall submit the name and qualifications, including resume, for the proposed Project Superintendent (See General Conditions No. 13). Evidence of financial stability must be provided upon request.

CRITERIA FOR EVALUATING PROPOSALS: Proposals will be evaluated based on:

- (a) Proposed schedule.
- (b) Proposed Fee.
- (c) Responsiveness to this RFP.
- (d) AIA Form 305 (or similar form to be supplied and filled out by Bidder)
- (e) Any other criteria deemed material by the Town.

PROCEDURE FOR MAKING AWARDS: The Proposals are expected to be evaluated by the Engineer, Owner's Representative and, possibly, Town staff, who will make a recommendation to the Town's Board of Trustees. No submittal shall be withdrawn for a period of sixty (60) days subsequent to the opening of proposals without the consent of the Town or delegated representative.

The Town of Lyons reserves the right to reject any or all qualifications and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the Town to do so.

Award of contract will be based on lowest responsible bid of base bid and selected bid alternates.

Bohn Park

Bid Schedule

October 4, 2016 -

Prepared By: **DHM DESIGN** LANDSCAPE ARCHITECTURE
URBAN DESIGN + LAND PLANNING
ECOLOGICAL PLANNING



Bid Item	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
	BASE BID SCHEDULE NO. 1				
1	General Conditions / Mobilization	LS	1	\$	-
2	6' Temporary Chainlink Construction Fence	LS	1	\$	-
3	Traffic Control	LS	1	\$	-
4	Tree Protection Fencing	LS	1	\$	-
5	Construction Surveying	LS	1	\$	-
6	Miscellaneous Demolition / Debris Removal	LS	1	\$	-
7	Clearing and Grubbing	LS	1	\$	-
8	Earthwork (Complete In Place)	LS	1	\$	-
9	Earthwork (Import / Fill)	LS	1	\$	-
10	Native seed disturbed areas	LS	1	\$	-
11	Additional Construction Surveying	HRS	40	\$	-
	River Restoration				
12	Construction Layout and Staking	LS	1	\$	-
13	Water Control	LS	1	\$	-
14	Clearing and Grubbing	LS	1,000	\$	-
15	Tree Removal (4" Diameter and Greater)	EA	16	\$	-
16	Stump Removal	EA	16	\$	-
17	Sandstone flat Boulders 3'-4'	TN	430	\$	-
18	Earthwork, Excavation and Haul offsite	CY	8,700	\$	-
19	Earthwork Excavation, Cut/Fill onsite	CY	1,300	\$	-
20	Terracing sandstone flat boulders 3'-4'	TN	450	\$	-
21	Stairs - sandstone flat boulders 5'-6'	TN	75	\$	-
22	Boulders 3'-4'	TN	1,280	\$	-
23	Riprap scour pool protection	CY	120	\$	-
24	Trees with Root Wad	EA	50	\$	-
25	Ballast Boulders	TN	230	\$	-
26	Habitat Boulders 3'-4'	TN	150	\$	-
27	Habitat Boulders 5'-6'	TN	115	\$	-
28	Crests and Toes Boulders 3'-4'	TN	400	\$	-
29	Rip Rap	CY	835	\$	-
	Additional Included Items				
30	Additional Excavator Time as directed by S2o	HR	40	\$	-
	Ecological Restoration				
31	Erosion Control Fabric (<i>Nedra Koir Mat 700</i>)	SY	3254	\$	-
32	Import Topsoil (6" thick)	CY	1097	\$	-
33	Soil Amendment - A-1 Organics Biocomp, Class 1 (100 CY/AC) - Material Only	AC	1.36	\$	-
34	Soil Amendment - Granular Endo Mycorrhizal Inoculum (20#/AC) - Material Only	AC	1.36	\$	-
35	Soil Amendment - Granular Humate (250#/AC) - Material Only	AC	1.36	\$	-
36	Soil Amendment - Biosol 7-2-1 Organic Fertilizer (1500#/AC) - Material Only	AC	1.36	\$	-
37	Soil Amendment - Application and Tillage (6" - 12" depth multiple passes)	AC	1.36	\$	-
38	Seeding - Drill Seeding	AC	2.66	\$	-
39	Straw Mulch (4000#/AC), Crimp, Tackifier	AC	2.66	\$	-
40	Planting - Herbaceous Wetland Plants (16 CI)	EA	2370	\$	-
41	Planting - Willow Tublings (10 CI X 2' OC) and/or Willow Cuttings (4' long x 3/4" min)	EA	1183	\$	-
42	Planting - Deciduous Trees & Shrubs (14" Tall 1-GAL)	EA	872	\$	-
43	Planting - Deciduous Trees (5 GAL)	EA	79	\$	-
44	Planting - Deciduous Trees (2" CAL)	EA	58	\$	-
45	Maintenance - Weed Control - Herbicide (2 Years)	AC	2.66	\$	-
46	Maintenance - Seed (2 Years)	AC	2.66	\$	-
47	Maintenance - Plants (Temporary Irrigation/Watering)	AC	2.66	\$	-
48	Maintenance - Plants (2 Years)	AC	1.36	\$	-

	Flagstone Picnic Area				
49	Pre-Cast Concrete Picnic Table	EA	3	\$	-
50	3 Bank Grill 24" x 60"	EA	1	\$	-
51	Stone Base for Grill	EA	1	\$	-
52	Lyons Sandstone Seatwall	LF	35	\$	-
53	Lyons Red Flagstone Plaza	SF	305	\$	-
	ADA Fishing Access				
54	Decorative Concrete	SF	458	\$	-
55	Sculpted Decorative Concrete	SF	351	\$	-
	Elevated Boardwalk				
56	Elevated Boardwalk	LF	172	\$	-
57	Steel Cable Railing	LF	344	\$	-
58	Timber Headwall	LF	76	\$	-
	4th Avenue Pedestrian Bridge				
59	Install Bridge and abutments	LS	1	\$	-
	Civil				
	Erosion Control (Bohn Park Only)				
60	- Silt Fence	LF	4,595	\$	-
61	- Tree Protection	LF	4,009	\$	-
62	- Erosion Control Log	EA	7	\$	-
63	- Surface Roughening	AC	10	\$	-
64	- Sediment Trap	EA	5	\$	-
65	- Inlet Protection	EA	4	\$	-
66	- Stabilized Staging Area	SF	19,816	\$	-
67	- Concrete Washout Area	EA	1	\$	-
68	- Vehicle Tracking Control	EA	2	\$	-
	Storm Sewer				
69	- Install 24" Class III RCP	LF	120	\$	-
70	- Install 18" Class III RCP	LF	466	\$	-
71	- Install 4" ADS Corrugated Slotted Drainage Pipe	LF	700	\$	-
72	- Install 24" Flared End Sections	EA	3	\$	-
73	- Install 6' Manhole	EA	1	\$	-
74	- Install Type M Soil Riprap Basin at Pipe Outlet	CY	30	\$	-
75	- Install Type M Soil Riprap	CY	52	\$	-
	Water Quality Pond Structures				
76	- Pond 1 Outlet Structure	LS	1	\$	-
77	- Pond 2 Outlet Structure	LS	1	\$	-
78	- Pond 4 Outlet Structure	LS	1	\$	-
79	- Pond 1 Chase Drain	LS	1	\$	-
80	- Pond 7 Chase Drain	LS	1	\$	-
81	- Concrete Cross Pan	LS	1	\$	-
	Sanitary Sewer				
82	- Install 8" SDR-35 PVC Sanitary Sewer Main (complete-in-place)	LF	665	\$	-
83	- Install 8" x 4" Wye Service Connection	EA	2	\$	-
84	- Install 4" SDR-35 PVC Sanitary Sewer Service Line (complete-in-place)	LF	456	\$	-
85	- Install 4-Ft. Manhole	EA	6	\$	-
	Electrical				
86	Parking Lot Lighting	LS	1	\$	-
87	Electrical Service Distribution	LS	1	\$	-
88	Site Lighting and Power	LS	1	\$	-

	Site Furnishings/Misc.				
89	Parking Kiosk	EA	2	\$	-
90	CONCRETE PAVING: 8" GRAY, STANDARD FINISH – VEHICULAR PARKING AREAS	SF	3,888	\$	-
91	CONCRETE PAVING: 5" GRAY, STANDARD FINISH – WALKS	SF	4,731	\$	-
92	6" CRUSHER FINES PAVING – GREY (NON-STABILIZED)	SF	70,840	\$	-
93	Picnic Areas	EA	14	\$	-
94	CLASS 6 GRAVEL ROAD BASE – GRAVEL PARKING	SF	111,320	\$	-
95	6"x6"x8' Brown Pressure Treated Timbers	EA	222	\$	-
96	Stone Steps	LF	50	\$	-
97	Step Railing	LF	44	\$	-
98	Concrete Curb Stop	EA	231	\$	-
99	Dumpster Enclosure	LS	1	\$	-
100	Decorative Planters (9' Diameter Circle)	EA	5	\$	-
101	Trash Receptacles (3 bay)	EA	4	\$	-
102	Coal Bins	EA	4	\$	-
103	Pre-Cast Concrete Picnic Tables	EA	21	\$	-
104	Park Grill-Small	EA	16	\$	-
105	Bike Rack (install only)	EA	6	\$	-
106	2 Rail Wood Fence	LF	3,108	\$	-
	Irrigation				
107	Pump Station	EA	1	\$	-
108	Power Drop	EA	1	\$	-
109	Controller	EA	1	\$	-
110	Drilling for new Well	EA	1	\$	-
	Structures				
111	Restroom - Custom (1,085 SF)	EA	1	\$	-
112	MINOR CONTRACT REVISIONS	LS	1	\$ 150,000.00	\$ 150,000.00
	BID ALTERNATE NO. 1A				
113	General Conditions / Mobilization	LS	1	\$	-
114	Miscellaneous Demolition / Debris Removal	LS	1	\$	-
115	Clearing and Grubbing	LS	1	\$	-
	Skate Park				
116	Skate Park (8000 SF)	LS	1	\$	-
117	Skate Park Subdrain	LS	1	\$	-
118	Native seed disturbed areas	LS	1	\$	-
119	Lyons Sandstone Retaining Wall	LF	93	\$	-
120	Earthwork (Import / Fill)	CY	900	\$	-
	Landscape				
121	Shrubs/ Ornamental Grasses (5 gallon)	EA	108	\$	-
122	Ornamental Trees (2" Caliper B&B)	EA	5	\$	-
123	Deciduous Trees (2.5" Caliper B&B)	EA	24	\$	-
	Irrigation				
124	Native Areas	LS	1	\$	-
125	Shrub Beds	LS	1	\$	-
	BID ALTERNATE NO. 1B				
	Skate Park				
126	Skate Park (additional 4000 SF)	LS	1	\$	-

	BID ALTERNATE NO. 2A				
127	General Conditions / Mobilization	LS	1	\$	-
128	Miscellaneous Demolition / Debris Removal	LS	1	\$	-
129	Clearing and Grubbing	LS	1	\$	-
130	Additional Construction Surveying	HRS	40	\$	-
131	Earthwork (Complete In Place)	LS	1	\$	-
132	Earthwork (Import / Fill)	LS	1	\$	-
133	Native Seed - disturbed areas	LS	1	\$	-
	Bohn Field (Lighted)				
134	Atheltic Field Lighting	LS	1	\$	-
135	Bohn Field Stone Sign (Donated)	LS	1	\$	-
136	Backstop (40' long x 20' high)	EA	1	\$	-
137	Chainlink Fencing (10' height)	LF	250	\$	-
138	Chainlink Fencing (8' height)	LF	959	\$	-
139	Pedestrian Gate	EA	4	\$	-
140	Fence Padding	LF	1,209	\$	-
141	Dugout (PW Athletics)	EA	2	\$	-
142	Players Bench	EA	4	\$	-
143	Dugout Bat Racks	EA	2	\$	-
144	Bleachers (PW Athletics 3 row/std with 8" rise)	EA	4	\$	-
145	Foul Poles	EA	2	\$	-
146	Bases Package	LS	1	\$	-
147	Digital Scoreboard	EA	1	\$	-
148	12' Wide Access Gate	EA	1	\$	-
149	Topsoil	CY	1,444	\$	-
150	Bluegrass Sod w/ Soil Prep	SF	77,988	\$	-
151	CONCRETE PAVING: 5" GRAY, STANDARD FINISH – WALKS	SF	10,680	\$	-
152	Dirt Infield	SF	13,790	\$	-
	Batting Cage				
153	CONCRETE PAVING: 5" GRAY, STANDARD FINISH – WALKS	SF	1,152	\$	-
154	Batting Tunnel Structure (PW Athletics)	EA	1	\$	-
155	Chainlink Fence (8' height)	LF	131	\$	-
156	Pedestrian Gate	EA	1	\$	-
	Electrical				
157	Electrical Service Distribution	LS	1	\$	-
158	Site Lighting and Power	LS	1	\$	-
	Irrigation				
159	Turf Areas	SF	77,988	\$	-
160	Native Areas	LS	1	\$	-
161	Shrub Beds	LS	1	\$	-
161	MINOR CONTRACT REVISIONS	LS	1	\$ 50,000.00	\$ 50,000.00
	BID ALTERNATE NO. 2B				
162	General Conditions / Mobilization	LS	1	\$	-
163	Miscellaneous Demolition / Debris Removal	LS	1	\$	-
164	Clearing and Grubbing	LS	1	\$	-
165	Earthwork (Complete In Place)	LS	1	\$	-
166	Earthwork (Import / Fill)	LS	1	\$	-
167	Native Seed - disturbed areas	LS	1	\$	-
	2nd Avenue Trailhead				
168	Gravel Parking (Class 6 Gravel Road Base)	SF	55,577	\$	-
169	6"x6"x8' Brown Pressure Treated Timbers	EA	100	\$	-
170	Concrete Curb Stop	EA	115	\$	-
171	Vehicular Grey Concrete Paving	SF	1,296	\$	-
172	Parking Kiosk	EA	1	\$	-
173	Parking Lot Lighting	LS	1	\$	-
174	2 Rail Wood Fence	LF	204	\$	-

	BID ALTERNATE NO. 3				
175	General Conditions / Mobilization	LS	1	\$	-
176	Miscellaneous Demolition / Debris Removal	LS	1	\$	-
177	Clearing and Grubbing	LS	1	\$	-
178	Earthwork (Complete In Place)	LS	1	\$	-
179	Earthwork (Import / Fill)	LS	1	\$	-
180	Additional Construction Surveying	HRS	40	\$	-
	Vasquez Field (Non-Lighted)				
181	Backstop (40' long x 20' high)	EA	1	\$	-
182	Vasquez Memorial Field Stone Sign (Donated)	LS	1	\$	-
183	Chainlink Fencing (10' height)	LF	250	\$	-
184	Chainlink Fencing (8' height)	LF	229	\$	-
185	Removable Fencing	LF	730	\$	-
186	Pedestrian Gate	EA	4	\$	-
187	Fence Padding	LF	1,209	\$	-
188	Dugout	EA	2	\$	-
189	Foul Poles	EA	2	\$	-
190	Bases Package	LS	1	\$	-
191	Players Bench	EA	4	\$	-
192	Bat Racks	EA	2	\$	-
193	Bleachers (PW Athletics 3row/std with 8 "rise)	EA	4	\$	-
194	12' Wide Access Gate	EA	1	\$	-
195	Topsoil	CY	1,870	\$	-
196	Bluegrass Sod w/ Soil Prep	SF	101,006	\$	-
197	Dirt Infield	SF	13,790	\$	-
	Sports Courts				
198	Post Tension Concrete Courts	EA	2	\$	-
199	Court Striping	EA	2	\$	-
200	10' High Chainlink Fence	LF	701	\$	-
201	Pedestrian Gate	EA	4	\$	-
202	Perimeter Concrete 6" Mow Strip	LF	786	\$	-
203	Tennis Net	EA	2	\$	-
204	Tennis Posts	EA	2	\$	-
205	Basketball Poles- Gared Sports (model GN45)	EA	4	\$	-
206	Basketball Goals- Gared Sports (model Titan7550)	EA	4	\$	-
207	Basketball Backboards- Gared Sports (model 1750 B)	EA	4	\$	-
	Natural Play Area				
208	EWf Safety Surfacing	SF	6,181	\$	-
209	Subdrain	LS	1	\$	-
210	Playground Edger	LF	880	\$	-
211	Log Edger	LF	189	\$	-
212	Log Climbers	LS	1	\$	-
213	Tree Cookies	LS	1	\$	-
214	Fallen Logs	LS	1	\$	-
215	Stone Bear Cave	EA	3	\$	-
216	Leaning Stone Slabs	EA	1	\$	-
217	Wacky Posts	EA	12	\$	-
218	Spiral Wood Bench	EA	4	\$	-
219	Embankment Slide (3' height) w/ sit-down bar	LS	1	\$	-
220	Willow Tunnel	LS	1	\$	-
221	Log Teepee	EA	2	\$	-

	Small Playground				
222	Play Structure - relocation of existing play equipment	LS	1	\$	-
223	EWf Safety Surfacing	SF	4,305	\$	-
224	Playground Edger	LF	250	\$	-
225	ADA Accessible Ramp	EA	1	\$	-
226	Subdrain	LS	1	\$	-
	Climbing Area				
227	ID Structures (1 Piece)	LS	1	\$	-
228	EWf Safety Surfacing	SF	2,016	\$	-
229	Playground Edger	LF	186	\$	-
230	ADA Accessible Ramp	EA	1	\$	-
231	Subdrain	LF	1	\$	-
	Slackline Area				
232	Slackline Posts	EA	4	\$	-
	Landscape				
233	Soil Amendments	CY	2,200	\$	-
234	Wood Mulch (Shrub Bed)	SF	13,599	\$	-
235	Bluegrass Sod	SF	202,790	\$	-
236	Topsoil (sod)	CY	3,755	\$	-
237	Native Seed (Hydromulch)	SF	416,098	\$	-
238	Shrubs (5 gallon)	EA	221	\$	-
239	Evergreen Trees (8'-10' Height B&B)	EA	17	\$	-
240	Ornamental Trees (2" Caliper B&B)	EA	49	\$	-
241	Deciduous Trees (2.5" Caliper B&B)	EA	48	\$	-
242	Steel Edger	LF	133	\$	-
	Structure				
243	Shade Structure 1 - Custom (1,085 SF)	EA	1	\$	-
244	Shade Shelter A - Craftsman Gable 30' X 30' with square columns and stone wrap	EA	1	\$	-
245	Shade Shelter B - Craftsman Gable 15' X 20' with square columns	EA	2	\$	-
	Electrical				
246	MULTI-PURPOSE SPORT COURT LIGHTING	LS	1	\$	-
247	Site Lighting and Power	LS	1	\$	-
	Site Furnishings/Misc.				
248	CONCRETE PAVING: 5" GRAY, STANDARD FINISH – WALKS	SF	13,295	\$	-
249	Trash Receptacles (3 bay)	EA	2	\$	-
250	Coal Bins	EA	1	\$	-
251	Bohn Park Entry Sign (Donated)	EA	1	\$	-
252	Pre-Cast Concrete Picnic Tables	EA	13	\$	-
253	Park Grill-Large	EA	3	\$	-
254	Vehicular Access Gates	EA	2	\$	-
255	Backstop (20'x40')	EA	1	\$	-
256	Stripstone Edger	LF	634	\$	-
257	Lyons Sandstone Landscape Boulder	EA	66	\$	-
258	Lyons Sandstone Boulder Seatwall	LF	271	\$	-
259	Lyons Sandstone Boulder Retaining Wall	LF	867	\$	-
	Irrigation				
260	Turf Areas	SF	304,134	\$	-
261	Native Areas	SF	341,800	\$	-
262	Shrub Beds	SF	13,599	\$	-
263	MINOR CONTRACT REVISIONS	LS	1	\$ 150,000.00	\$ 150,000.00

TOTAL \$	-
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Base Bid Item No. 1: River and river walk improvements – Bid Items 1 to 112:

Base Bid Item 1 shall include items 1 to 107 in the unit price bid schedule including all work associated with the construction of the instream river improvements, the northern and southern overflow channels, the ecological restoration, establishing a water supply with the drilling of a new well, pump and electrical supply, temporary irrigation to the ecological restoration zones, river walk improvements including the trail, picnic areas, stone picnic area, ADA fishing access, elevated boardwalk, 4th Avenue bridge and abutments, gravel parking, utilities, water quality infrastructure and the custom restroom structure and related amenities including lighting, fencing. Indicate below the total amount for work as indicated in the documents for Base Bid Item No. 1.

Base Bid: _____ Dollars (\$) _____

Bid Alternate No. 1A: Bid Items 113 to 125

Bid Alternate No. 1 shall include items 108 to 121 in the unit price bid schedule including all work associated with the construction of the 8,000 SF skatepark package (not to include the additional 4,000 sf), the subdrain improvements to drain the skatepark to ditch, embankment and site work surrounding the skate park, landscape and irrigation within the bid schedule limits and miscellaneous sitework associated with the skatepark development.

Indicate below the total amount for work as indicated in the documents for Bid Alternate No. 1A.

Base Bid: _____ Dollars (\$) _____

Bid Alternate No. 1B: Bid Items 126

Bid Alternate No. 1B shall include item 122 in the unit price bid schedule including all work associated with the construction of the additional 4,000 SF skatepark feature.

Indicate below the total amount for work as indicated in the documents for Bid Alternate No. 1B.

Base Bid: _____ Dollars (\$) _____

Bid Alternate No. 2A: Bid Items 127 to 161

Bid Alternate No. 2A shall include items 123 to 156 in the unit price bid schedule including all work associated with the construction of Bohn Field, including lighting, digital scoreboard, bleachers, dugout, backstop, foulpoles, fencing, landscape, irrigation, base package, site work, amenities, batting cage and related site work within bid alternate 2A boundaries. Work shall also include overlot grading of park and temporary seeding of all disturbed areas.

Indicate below the total amount for work as indicated in the documents for Bid Alternate No. 2A.

Base Bid: _____ Dollars (\$) _____

Bid Alternate No. 2B: Bid Items 162to 174

Bid Alternate No. 2B shall include items 157 to 168 in the unit price bid schedule including all work associated with the construction of the 2nd Avenue Trailhead including grading, parking lot, lighting and fencing as noted within the bid alternate 2B boundaries

Indicate below the total amount for work as indicated in the documents for Bid Alternate No. 2B.

Base Bid: _____Dollars (\$)_____

Bid Alternate No. 3: Bid Items 1 to 263

Bid Alternate No. 3 shall include all bid items 1 to 255 in the unit price bid schedule minus duplicate items 1 to 10, 113 to 115, 127 to 133, 162 to 167 for all work associated with the build out of the entire park including all items identified in the base bid item no. 1, bid alternate no. 1A, 1B, and bid alternate no. 2A, 2B.

Indicate below the total amount for work as indicated in the documents for Bid Alternate No. 3.

Base Bid: _____Dollars (\$)_____

UNIT PRICES

For additional bid items, the unit price bid schedule and the following unit prices shall be applicable for the specific items listed. Unit Prices shall be complete, in place including required labor, materials, permits, equipment, implements, testing, parts and supplies necessary for, and incidental to proper installation, as indicated on the Drawings, and in the Specifications. Only one number shall be submitted for each unit price, to be used for quantities being added to or subtracted from the Work. Unit Costs are to be used for quantity changes of 25% or less.

1. The Contractor agrees that for requested and/or required changes in the scope of work, the Contract Sum shall be adjusted in accordance with the following unit prices, where the Owner elects to use this method of determining costs.
2. The Contractor is advised that the unit prices will enter into the determination of the successful bidder. Unreasonable prices may result in rejection of the entire bid proposal.
3. Unit prices for irrigation shall include pipe, fittings, valves, concrete thrust block and stabilizers, and other items shown on the Drawings, as described in the Specifications or recommended by the manufacturer as part of the installation.

EARTHWORK AND UTILITIES

ITEM	UNIT PRICE
Pot Holing	\$ _____ CY
Pot Holing Vacuum Truck	\$ _____ HR
Imported Fill	\$ _____ CY
Earthwork - Cut and Stockpiling	\$ _____ CY
Earthwork – Fill	\$ _____ CY
Topsoil Stripping and Stockpiling	\$ _____ CY
Topsoil Spreading and Placement	\$ _____ CY
Sanitary Sewer Pipe – 8” PVC	\$ _____ LF
Sanitary Sewer Pipe – 6” PVC	\$ _____ LF
Sanitary Sewer - Cleanout	\$ _____ EA
Sanitary Sewer – Manhole	\$ _____ EA
Irrigation Supply Pipe – 18” PVC	\$ _____ LF
Irrigation Supply Pipe – 6” PVC	\$ _____ LF
Irrigation Supply Pipe – Blow Off Valve	\$ _____ EA
Irrigation Supply Pipe – Manhole	\$ _____ EA
Erosion Control - Silt Fence	\$ _____ LF
Erosion Control – Bales	\$ _____ EA
Erosion Control – Gutter Wattle	\$ _____ LF
Erosion Control – Inlet Wattle	\$ _____ LF
Erosion Control – Ditch Wattle	\$ _____ LF
Perforated Pipe	\$ _____ LF
Underdrain – 6” PVC	\$ _____ LF
Underdrain – Cleanout	\$ _____ EA

IRRIGATION

ITEM	UNIT PRICE	
Irrigation for Turf (seed or sod) areas less than 10 feet in width	\$	SF
Irrigation of Turf (seed or sod) 10 feet or greater in width	\$	SF
Pop-Up Spray Sprinkler with nozzle – Gear Driven Rotor	\$	EA
Pop-Up Spray Sprinkler with nozzle – Impact Rotor	\$	EA
Drip Irrigation – per Shrub, Perennial or Grass in planting bed	\$	EA
Drip Irrigation – per one Tree in Turf	\$	EA
Sleeve Pipe – 2"	\$	LF
Sleeve Pipe - 4"	\$	LF
Sleeve Pipe - 6"	\$	LF
Sleeve Pipe – 8"	\$	LF
Sleeve Pipe – 16"	\$	LF
1" Electric Valve with box and decoder	\$	EA
1.5" Electric Valve with box and decoder	\$	EA
1" Electric Valve with box and decoder	\$	EA
1" Drip Valve with box and decoder	\$	EA
Isolation Gate Valve Assembly – 12"	\$	EA
Quick Coupling Valve Assembly	\$	EA
Manual Drain Valve Assembly	\$	EA
Remote Control Valve Assembly for Sprinkler Laterals – 1"	\$	EA
Remote Control Valve Assembly for Sprinkler Laterals – 1.5"	\$	EA
Remote Control Valve Assembly for Sprinkler Laterals – 2"	\$	EA
Remote Control Valve Assembly for Sprinkler Laterals – 3"	\$	EA
Remote Control Valve Assembly for Drip Laterals – 1"	\$	EA
Flush Cap Assembly	\$	EA
Mainline Pipe – 1.25"	\$	LF
Mainline Pipe – 1.5"	\$	LF
Mainline Pipe – 2"	\$	LF
Mainline Pipe – 3"	\$	LF
Mainline Pipe– 4"	\$	LF
Lateral Pipe – 1"	\$	LF
Lateral Pipe – 1.25"	\$	LF
Lateral Pipe – 1.5"	\$	LF
Lateral Pipe – 2.5"	\$	LF
Rain Sensor	\$	EA
2-wire maxi cable 14 gauge	\$	EA

MISCELLANEOUS ITEMS

Construction Fence (Chainlink Fence)	\$	LF
Construction Fence (Chainlink Fence Gate)	\$	EA

Contractor will adhere to all Federal, State, and local laws and codes, license, permits and inspections. All work will be completed to proportional trade standards and building codes. Not all items included on the bid form list are included on the drawings. These unit prices are being obtained in order to add items in the field as required to suit field conditions.

Bidder acknowledges that the Owner has the right to delete items in the Bid or change quantities at his sole discretion without affecting the Agreement or prices of any item.

SPECIAL PROVISIONS: Bidder acknowledges reading and understands special provisions.
_____(Initial)

Bidder understands that the Town Board reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

It is understood that this bid becomes a part of the Contract Documents upon the signing of the Contract, and failing to comply with any part of this bid will be taken as failure to comply with said Contract and will be just cause for rejection of the work.

Upon receipt of Notice of Award of this Bid, Bidder will execute the formal contract within ten (10) days and deliver Certificates of Insurance and a surety bond or bonds as required by the General Conditions for the faithful performance of this Contract.

Respectfully submitted,

(Bidder)

(SEAL) if bid is by a Corporation

By:_____

Title:_____

(Business Address)

BIDDER'S QUALIFICATION DATA

All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached. The Bidder may submit additional information.

1. Name of Bidder: _____
2. Main office address: _____

3. Phone: _____ Fax # _____
4. Bidder's federal tax identification number _____
5. Bidder's DOT #: _____
6. The Bidder is organized as a _____
7. The date the Bidder was organized in its current form: _____
8. If a corporation, the state where it is incorporated: _____
9. How many years have you been engaged in the contracting business under your present firm or trade name: _____
10. Contract(s) on hand: (List these, showing amount of each contract and the anticipated completion date.)
Job: _____ \$: _____ Completion Date: _____
Job: _____ \$: _____ Completion Date: _____
Job: _____ \$: _____ Completion Date: _____
Job: _____ \$: _____ Completion Date: _____

General character or work performed by your company:

10. Have you ever been debarred or suspended by a government from consideration for the award of contracts? ____ If so, where and why? _____

11. Have you ever been charged liquidated damages on a contract? ____ If so, where and why? _____

12. List your major equipment AVAILABLE FOR THIS PROJECT: _____

13.

List three projects of similar nature to this project:

a. Job/\$ _____ / _____

Contact Name/Phone _____

b. Job/\$ _____ / _____

Contact Name/Phone _____

c. Job/\$ _____ / _____

Contact Name/Phone _____

14. Provide a list of all work performed by your company in the last three years over \$50,000.00 include type of job with the owner's name and phone number.

15. Background and experience of the principal members of your organization, including officers:

16. Bonding Limit: \$ _____

17. Bonding Company: _____ Phone # _____

Address: _____

18. Bank Reference(s): _____

19. Will you, upon request, complete a detailed financial statement and furnish any other relevant information that may reasonably be required by the Supply Irrigating Ditch Company? ____ Yes ____ No

CONTRACTOR: _____

DATE: _____

BIDDER'S OFFICIALS' DATA

Bidder's name _____

**For each officer of a corporation, partner of a firm, or owner of a sole proprietorship, provide the following information:
(Use additional sheets as necessary.)**

Name _____	of	bidder's _____	company
Title _____	or		Position
Home address _____			
City, State, Zip _____			

List below other companies with whom bidder has been affiliated within the last 10 years

Name _____			
Title _____	or		Position
Home _____			address
City, State, Zip _____			

Name _____			
Title _____	or		Position
Home address _____			
City, State, Zip _____			

Name _____			
Title _____	or		Position
Home address _____			
City, State, Zip _____			

Have any of the above-named companies ever been disbarred or suspended from participation in the award of contracts with a government? _____ Yes _____ No. If yes, explain.

List all sub contractors performing more than 10% of the work

ITEMSUB CONTRACTOR[illegible][illegible]

**TOWN OF LYONS, COLORADO
CONSTRUCTION AGREEMENT
Project Number PW20E1**

This AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5th Avenue, Lyons, Colorado 80540 (the “**Town**” or “**Owner**”), and _____, whose address is _____ (the “**Contractor**”).

WITNESSETH

WHEREAS, the Town desires to obtain all necessary components to complete the scope of work for a RFP or Bid Pack No. _____ (“**Bid Pack**”) issued by the Town; and

WHEREAS, in response to the Bid Pack, the Town received bids or proposals, including one from the Contractor (“**Bid Proposal**”); and

WHEREAS, the Town has reviewed the Bid Proposal from the Contractor for the completion of said work, and the Town finds said Bid Proposal acceptable and deems it the lowest responsible and responsive Bid proposal received; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement and all other Contract Documents.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, and other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Agreement (“**Work**” or “**Scope of Work**”). In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents and Design Documents, including Plans and Specifications, as defined in the attached General Conditions. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner’s official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor’s bid, or part thereof.

2.00 THE CONTRACT DOCUMENTS: This Agreement incorporates all the Contract Documents, which together represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations and agreements. The Contract Documents consist of this Construction Agreement, which Agreement also incorporates by this reference all of the instruments set forth in the Project Manual and Bid Documents as fully as if they were set forth in this Agreement in full. The documents consist of without limitation, the following documents:

1. Invitation to Bid and Instructions to Bidders
2. Contractor’s Bid Form (with Unit Pricing as indicated)

3. This Construction Agreement and any Addendums or Attachments thereto including (if checked)
 - ☒ Attachment A, Federal Emergency Management Agency's ("FEMA") Grant Program Requirements for Procurement Contracts if FEMA funding is used for the Work
 - ☐ Attachment B, Colorado Community Development Block Grant Disaster Recovery Program funds (hereinafter referred to as CDBG-DR funds) Requirements for Contracts if CDBG-DR funding is used for the Work
4. Performance and Payment Bond
5. Bid Proposal
6. Notice of Award
7. Notice to Proceed
8. Bid Bond (Minimum 5% equivalent of the Bid Proposal price or as otherwise set forth in the Bid Bond form provided as part of the Bid Pack)
9. General Conditions
10. The Following Documents if the Box is Checked:
 - ☒ Special Provisions
 - ☒ Design Documents, including all Drawings and Plans
 - ☒ Specifications
 - ☒ Addendums to Specifications and Standards
 - ☒ Town of Lyons Manual of Design Criteria and Standard Specifications
 - ☒ Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement
 - ☐ Others: _____

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Agreement shall commence as of the date the Agreement is fully executed by both parties and shall continue through _____ or until the Scope of Work is completed.

4.00 LIQUIDATED DAMAGES: All time limits stated in this Agreement and the Contract Documents are of the essence of the Agreement. The Town and Contractor recognize the completion of the work as shown in the contractual time frame, or as extended, is important to the ongoing operations of the Town and its citizens. They also recognize that delays include expenses to the Town for extended manpower commitments, outside consultant commitments, and potentially other legal fees to extend the project beyond the expected time period.

- ☒ If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of \$_____.00 **per day** for each day after the contract time frame expires
- ☐ If this box is checked, in addition or in lieu of the daily damages (if checked above), Contractor agrees that lump sum liquidated damages (not penalties) may be assessed by the Town in a *lump sum payment of \$_____.00 if the work is not completed by _____, 20__.*

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of: (Written) _____ DOLLARS (\$_____.00) subject to adjustment as provided by the Contract Documents ("Contract Price"). The Town has appropriated sufficient funds for completion of this Work.

- a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The

Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all improvements embraced in this Agreement complete and satisfactory to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

- b. By the ____ day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least ten percent (10%) of payments to Contractor in accordance with Article 91, Title 24, C.R.S.

6.00 ACCEPTANCE AND FINAL PAYMENT: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor.

7.00 MODIFICATIONS AND AMENDMENTS: Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

8.00 CONTRACTOR'S REPRESENTATIONS: In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:

- a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.
- b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.
- c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.
- d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

9.00 INSURANCE: Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor

shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.

b. Comprehensive General liability insurance with minimum limits of _____ MILLION DOLLARS (\$____,000,000) per each occurrence, AND _____ MILLION DOLLARS (\$____,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than _____ MILLION DOLLARS (\$____,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this contract.

d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

e. ☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$____,000,000).

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. The policies required above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any self-insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Contractor. Contractor shall be solely responsible for paying any and all deductibles.

Each certificate shall identify this Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10.00 BONDS: Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the guaranty period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

11.00 NO WAIVER OF GOVERNMENTAL IMMUNITY: The parties hereto understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement or the remainder of the Contract Documents, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the parties, their officers, agents or their employees.

12.00 INDEMNIFICATION: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, the United States Government, FEMA (if FEMA funding is part of the funding for the Work), the State of Colorado, their agencies, employees, officials and agents ("Indemnitees") harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Contract.. The Contractor is not obligated to indemnify the Town for the Town's own negligence.

13.00 TERMINATION FOR CONVENIENCE: This Agreement and the performance of the Scope of Work hereunder may be terminated at any time in whole, or from time to time in part, by the Town for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice ("**Notice of Termination**") specifying the extent to which performance of the Scope of Work is terminated and the date upon which termination becomes effective. If the Agreement is terminated, the Contractor shall be paid on a pro rated basis of work status satisfactorily completed, under the detailed Scope of Work. The portion of the Scope of Work satisfactorily completed but not yet accepted by the Town shall be determined by the Town.

14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

- (1) The Town may serve written notice upon the Contractor of its intention to terminate this Agreement in the presence of one of the following events of default:

- a. Contractor should fail to initiate the Scope of Work at the agreed upon time;
 - b. The performance of the Scope of Work is being unnecessarily or unreasonably delayed;
 - c. The Scope of Work is not completed within the time specified or within the time to which completion of the Scope of Work has been extended;
 - d. Contractor should fail to make prompt payments for labor, materials or to subcontractors;
 - e. Contractor shall willfully violate this Agreement or disregard laws, ordinances or instructions of the Town;
 - f. Contractor shall abandon performance of the Scope of Work;
 - g. The Contract or any part thereof has been assigned, transferred or sublet without Town approval;
 - h. Contractor shall become insolvent or adjudged bankrupt; or
 - i. Contractor shall refuse to remove materials or perform any work within the Scope of Work as shall have been rejected as defective or unsuitable.
- (2) Such written notice shall contain the reasons for the intention to terminate this Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

15.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION: The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

16.00 GOVERNING LAW AND VENUE: Venue for any and all legal matters regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Boulder County, State of Colorado. This transaction shall be governed by the laws of the State of Colorado.

17.00 ASSIGNMENT: The Contractor shall not assign any of his rights or obligations under this Agreement without the prior written consent of the Town. Upon any assignment even though consented to by the owner, the Contractor shall remain liable for the performance of the work under this agreement.

18.00 LAWFUL PERFORMANCE: It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Lyons, Colorado.

19.00 INVALID SECTIONS: Should any section of this Agreement be found to be invalid, it is agreed that all other sections shall remain in full force and effect as though severable from the invalid part.

20.00 NOTICE: Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town:	Town of Lyons Attention: Town Administrator 432 5 th Avenue P O Box 49 Lyons, CO 80540
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With copies to:	Town of Lyons Town Attorney c/o Widner Cox and McAskin, LLP 6530 S. Yosemite, Suite 200 Greenwood Village, CO 80111
-----------------	--

Contractor:

With a copy to:

SIGNATURE PAGE FOLLOWS

ATTEST:

TOWN OF LYONS

By: _____
Debra K. Anthony, Town Clerk

By: _____
Victoria Simonsen, Town Administrator

CONTRACTOR

By: _____

STATE OF _____)

COUNTY OF _____) ss.

The foregoing Construction Agreement was acknowledged before me this ____ day of _____,
20____, by _____ as
_____ of _____, a
_____.

Witness my hand and official seal.

My commission expires: _____.

Notary Public
(Required for all contracts pursuant to C.R.S. § 8-40-
202(2)(b)(IV))

TOWN OF LYONS
LABOR AND MATERIAL PAYMENT BOND

Bond No _____

(This Bond is issued simultaneously with a Performance Bond in favor of the Owner conditioned on the full and timely performance of the Contract.)

KNOW ALL MEN BY THESE PRESENTS that:

_____, as Principal (the "Principal"), and ,
a corporation organized and existing under the laws of the State of , and authorized to transact
business in the State of Colorado, as Surety (the "Surety"), jointly and severally bind themselves,
their heirs, personal representatives, successors, and assigns, to the TOWN OF LYONS, PO Box
49, Lyons, Colorado 80540, as Obligee (the "Owner"), for the use and benefit of it and the
claimants as defined below, in the principal amount:

(Written)

(\$_____) as adjusted by approved change orders (not to exceed 10
percent of the principal amount of this Bond unless expressly approved by the Surety, which
approval shall not be unreasonably withheld) and interest as provided by law, for the payment of
all amounts which become due under the Contract described below.

The Principal and the Owner have entered into a written Construction Agreement dated _____
2016, together with related "Contract Documents" as defined therein (all of which are
collectively referred to as the "Contract" and incorporated herein by this reference), for the
following Project:

2016 Lyons Bohn Park Flood Recovery Construction Project
Project Number: PW 20E1

The condition of this obligation is such that, if the Principal shall at all times promptly make
payment of all amounts, claims, or demands lawfully due to all persons, firms, associations, or
corporations supplying or furnishing to the Principal or its subcontractors labor or materials,
supplies, or equipment which are used, provided, or performed in the prosecution of the work
provided for in the Contract and any and all duly authorized modifications of the Contract that
may hereafter be made, then this obligation shall be null and void; otherwise, the Surety shall
pay the full value of all such claims or demands and shall indemnify and hold the Owner
harmless from all payments which the Owner may be required to make under the Contract or
applicable law in excess of the Contract price not exceeding the amount of this obligation,
together with interest as provided by law, as well as attorneys' fees and costs incurred by the
Owner in the resolution of any claim. All such subcontractors, laborers, and material men shall
have rights under the within Bond as are set forth in the statutes and laws of the State of
Colorado. Further, each and every claimant, who institutes a lawsuit for compensation or
payment under the terms hereof, as part of any court award, shall be entitled to reasonable
attorneys' fees and costs.

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

10/7/2016

thereunder, or of the specifications, or of the Contract Documents, shall in any way affect its obligation on this Bond and the Surety hereby waives notice of any such extension of time, change, addition, or modification.

Any notice which any party desires or is required to provide another shall be in writing and shall be effective upon receipt when delivered or transmitted by personal delivery, certified (return receipt) mail, or express mail service to the addresses set forth herein.

IN WITNESS WHEREOF, said Principal and Surety have executed this bond, this _____ day of _____, 2016.

ATTEST:

_____ BY: _____ (Principal)

(SEAL)

Address _____

By: _____ ATTEST:
(Surety)

Address _____

(SEAL)

Claims Telephone No. _____

Claims Telecopier No.: _____

Best's
Best's Financial Rating:
Date: _____ Rating

This Bond will be acceptable only if issued by an insurer rated no less than A-, Best's Insurance Guide, and having a Best's Financial Rating of at least class X. The fully executed Bond form must be accompanied by a current Power of Attorney.

TOWN OF LYONS
PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal (the "Principal"), and _____, a corporation organized and existing under the laws of the State of _____. and authorized to transact business in the State of Colorado, as Surety (the "Surety"), jointly and severally, bind themselves, their heirs, personal representatives, successors, and assigns to the TOWN OF LYONS, PO Box 49, 432 5th Avenue, Lyons, Colorado, as Obligee (the "Owner"), in the principal amount of:

(Written)

(\$ _____) as adjusted by approved change orders (not to exceed 10 percent of the principal amount of this Bond unless expressly approved by the Surety, which approval shall not be unreasonably withheld) and interest as provided by law (collectively referred to herein as the "Penal Sum"), for the performance of the Construction Agreement between the Principal and the Owner, dated 2016, for the following Project:

**2016 Lyons Bohn Park Flood Recovery Construction Project
Project Number: PW 20E1**

together with the obligations of the Contract Documents, as defined in the Construction Agreement, all of which documents are collectively referred to herein as the "Contract" and are incorporated by this reference.

The condition of this obligation is such that, if the Principal shall at all times duly, promptly, and properly perform all the terms and conditions of the Contract and any authorized modifications thereof during the original term of the Contract, any extensions thereof that may be granted by the Owner, and during the term of any guarantee or warranty required under the Contract, the Principal and Surety shall have no obligation under this Bond; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms of the Contract or work to be performed thereunder, or any other forbearance on the part of either the Owner or the Principal to the other shall in any way release or affect the Surety's liability or obligation on this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration, or forbearance.

Whenever the Owner terminates the Contract in accordance with the terms thereof, the Surety shall, within fifteen (15) calendar days after written notice of such termination, notify the Owner in writing of its election to complete the Contract in accordance with its terms, or notify the Owner that the Surety elects not to complete the Contract. If the Surety fails to give the written notice so required within such fifteen (15) calendar day period, then it will be deemed to have elected not to complete the Contract. Should the Surety elect to complete the Contract, then

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it shall, within fifteen (15) additional calendar days following written notice of such election, obtain a contractor, subject to approval by the Owner in Writing, to complete the original Contract in accordance with its terms and conditions and thereafter proceed with the work with due diligence and make available as the work progresses sufficient funds to pay the cost of completion less the balance of the Contract price. The Surety may not engage the Principal to complete the Contract, without the prior written consent of the Owner, which consent may be withheld in the Owner's sole discretion. If the Surety elects to complete the Contract, then it shall be entitled to receive the balance of the Contract price, less (i) any amounts paid by the Owner to the Principal; (ii) costs incurred by the Owner in correcting any defective work; (iii) any additional legal, design professional, and other costs incurred by the Owner resulting from the Principal's default; and (iv) liquidated damages caused by delayed performance or nonperformance of the Principal. Any progress payments, less retainage, due but not paid at the date of termination shall be paid to the Surety so long as the Surety has agreed to indemnify the Owner for the amount thereof and no other claims have been made to such funds by subcontractors or suppliers in accordance with the Contract or applicable law.

In the event the Surety elects not to complete the Contract, the Owner may then have the work completed by such means and in such manner, by contract with or without public bidding, or otherwise, as it may deem advisable. The Surety in such event shall at all times make available, as work progresses under the Contract between the Owner and its new contractor, sufficient funds, not to exceed the Penal Sum, to pay the cost of the completion of the Contract pursuant to its terms, together with the other amounts set forth in (i) through (iv) above, but in no event shall the Surety be responsible for the payment of any sums to the Owner until the Owner has paid in full its total obligation under the terms of the original Contract, plus change orders, less deductions and claims chargeable by law or by the Contract, if any, and less the retainage which will be disbursed as provided by the Contract Documents and applicable law.

The procedures set forth herein shall apply should there be a default and termination or a succession of defaults and terminations in fulfilling the terms and conditions of the work under the original Contract.

In the event there are negotiations between the Principal and/or the Surety and the Owner subsequent to the date of termination, each party shall appoint an authorized representative with authority to represent it during the negotiations. All written communications and official discussions between the parties shall be conducted by these authorized representatives. Any notice which any party desires or is required to provide another shall be in writing and shall be effective upon receipt when delivered or transmitted by personal delivery, certified (return receipt) mail, or express mail service to the addresses set forth herein.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work is located and shall be instituted before the expiration of three (3) years from the date on which final payment under the Contract is made; provided, however, that this period may be extended by one (1) additional year by the Owner's giving written notice to the Surety within the three (3) year period of a potential claim. Any judgement recovered hereunder by the Owner shall include interest at the legal rate, together with reasonable attorneys' fees and costs.

TOWN OF LYONS
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and as Surety, are hereby held and firmly bound unto the Town of Lyons, Colorado (hereinafter called the "Owner") in the penal sum of _____ Dollars

(Written)

(\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly to these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid dated _____, 2016 for the:

2016 Lyons Bohn Park Flood Recovery Construction Project

Project Number: PW 20E1

as set out in the accompanying Bid.

WHEREAS, the Town as required as a condition for receiving said Bid that the principal deposit with the Owner either a certified check equivalent to not less than ten percent (10%) of the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned such that in the event of failure to execute the proposed Contract for such construction if the Contract is to be awarded to him, that said sum be paid immediately to the Town 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 therefore:

A. On the attached prescribed forms presented to him for signature, enter into a written Contract with the Town in accordance with his Bid as accepted, and give a Performance Bond with good and sufficient sureties, as may be required upon the forms prescribed by the Owner for the faithful performance and the proper fulfillment of said Contract, or

B. Withdraw said Bid within the time specified, or

C. Pay to the Town the sum determined upon herein 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.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ day of _____, 2016 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing board.

Principal: _____

Address: _____

ATTEST:

By: _____

Surety: _____

Address: _____

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INSTRUCTIONS

- 1.1 The full firm name and residence of each individual party to the bond must be inserted in the first paragraph.
- 1.2 If the principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are partners composing the partnership (to be named), and all partners must execute the bond as individuals.
- 1.3 The state of incorporation of each corporate party to the bond must be inserted in the first paragraph and the bond must be executed under the corporate seal of said party attested by its secretary or other authorized officer.
- 1.4 Power of Attorney must accompany this bond when signed by other than an officer of either the principal or surety.
- 1.5 A standard printed bond form may be used in lieu of the foregoing form provided that the security stipulations protecting the Town are not in any way reduced by use of such standard printed bond form.

ATTACHMENT A

FEDERAL EMERGENCY MANAGEMENT AGENCY'S ("FEMA") GRANT PROGRAM REQUIREMENTS FOR PROCUREMENT CONTRACTS

The work or services under the contract to which this Attachment A is attached ("Agreement") are funded in whole or in part through a grant from the Federal Emergency Management Agency's Grant Program which requires compliance with all the provisions contained in this Attachment to the Agreement and all other applicable Federal and State laws and regulations. If the Agreement is between the Town and the "Consultant," the term "Contractor" as used herein shall mean the "Consultant." The provisions below are incorporated into and made part of the Agreement.

1.0 PERFORMANCE AND PAYMENT BONDS (44 C.F.R. § 13.36(H)(2) AND (3)): Contractor must provide both a performance bond and a payment bond acceptable to the Town, each for one hundred percent (100%) of the Contract Price.

2.0 EQUAL EMPLOYMENT OPPORTUNITY: If this Agreement is for compensation in excess of \$10,000.00 (Contract Price > \$10,000), during the performance of this Agreement, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Contractor will include the portion of the sentence immediately preceding subparagraph (1) and the provisions of subparagraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.”

3.0 COPELAND ANTI-KICKBACK ACT (44 C.F.R. SECTION 13.36(i)(4)):

- A. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause in subparagraph (1) above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- C. Breach. A breach of the subparagraph contract clauses (1) or (2) above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4.0 COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: If this Agreement is for compensation in an amount greater than \$100,000.00 (Contract Price > \$100,000), the following shall apply:

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- C. Withholding for unpaid wages and liquidated damages. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this section.

5.0 NOTICE OF STATE AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REPORTING REQUIREMENTS AND REGULATIONS:

- A. General. The Town is using Public Assistance grant funding awarded by FEMA to the State of Colorado and/or the Town to pay, in whole or in part, for the costs incurred under this Agreement. As a condition of Public Assistance funding under major disaster declaration FEMA-DR-4145, FEMA requires the State and thus the Town to provide various financial and performance reporting.
 - (1) It is important that the Contractor is aware of these reporting requirements, as the Town may require and the Contractor agrees to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the State of Colorado which, in turn, will enable the State of Colorado to satisfy reporting requirements to FEMA.
 - (2) Failure of the State of Colorado to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of federal financial assistance awarded to fund this Contract.
- B. Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:
 - (1) 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)
 - (2) 44 C.F.R. § 13.41 (Financial Reporting)
 - (3) 44 C.F.R. § 13.50(b) (Reports)
 - (4) 44 C.F.R. § 206.204(f) (Progress Reports)
 - (5) FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedure (Dec. 2013)
 - (6) FEMA-State (or Tribal) Agreement

- C. Financial Reporting. The State of Colorado is required to submit to the following financial reports to FEMA:
- (1) Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-DR-4145.
 - (2) Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
 - (3) Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.
- D. Performance Reporting. The State of Colorado is required to submit to the following financial reports to FEMA:
- (1) Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-DR-4145.
 - (2) Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
 - (3) Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

6.0 ACCESS TO RECORDS: The following access to records requirements apply to this Agreement:

- A. The Contractor agrees to provide the Town, the State of Colorado, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the Town, the State, the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

7.0 RETENTION OF RECORDS: The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Town, the State of Colorado, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

8.0 CLEAN AIR ACT: If this Agreement is for compensation in excess of \$150,000.00 (Contract Price > \$150,000):

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Colorado, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

9.0 FEDERAL WATER POLLUTION CONTROL ACT: If this Contract is for compensation in excess of \$150,000.00 (Contract Price > \$150,000):

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Colorado, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

10.0 ENERGY CONSERVATION: The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11.0 SUSPENSION AND DEBARMENT: This Section applies if this Agreement/Contract or any subcontract awarded hereunder is for a “covered transaction” to include:

- (a) This Contract or any subcontract awarded hereunder is awarded in the amount of at least \$25,000, or
 - (b) This Contract or any subcontract awarded hereunder requires the approval of FEMA, regardless of amount.
- A. If this Contract or any subcontract awarded hereunder is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, the Contractor is required to verify that none of the Contractor or any subcontractor as the case may be, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By signing this Agreement, the Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
 - (2) have not within a five-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and

(3) have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for (a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under public transaction, or (b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

- B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Colorado and the Town), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

12.0 AMERICANS WITH DISABILITIES ACT: The Contractor shall be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

13.0 DAVIS BACON/PREVAILING WAGES: Check the Applicable Provision Below:

☐ Contractor/subcontractor is responsible for complying with the Davis Bacon Act (40 U.S.C. §§276a to 276a-7) as supplemented by Department of Labor regulations at 29 CFR pt.5, determining the applicable prevailing wage requirements pertaining to Contractor/Subcontractor’s Work, and will strictly comply with the requirements. Contractor/Subcontractor will keep complete and accurate records containing the name, address, the occupational title or titles for the work performed, the rate of pay, daily and weekly hours worked for each occupational title, deductions made, and actual wages paid for work performed by each worker. Subcontractor will submit the required compliance form and a reasonable number of certified copies of current payroll records on the proper form. Receipt of the information will be a condition precedent to making any payments to the Contractor/Subcontractor.

OR

☒ Davis-Bacon Act wage rates as determined by the U.S. Department of Labor shall not apply for the construction of this project. (Stafford Act does not require Davis-Bacon Wage Act compliance if the Work is funded only with FEMA emergency funding.)

14.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any provision is not

inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

15.0 AGREEMENT TO EXECUTE OTHER REQUIRED DOCUMENTS: Contractor and all subcontractors, by entering into the Agreement, understand and agree that funding for the Work is provided under federal and/or state programs with specific contracting requirements. To the extent any such requirement is not otherwise set forth herein, Contractor agrees to execute such amendments or further agreements as may be necessary to ensure that the Town funding for the Work is provided.

16.0 CONTRACTING WITH SMALL AND MINORITY FIRMS. WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS: The Contractor and subcontractors will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible including, but not limited to, the following:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

17.0 COPYRIGHTS: The Contractor acknowledges and agrees that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

18.0 BYRD ANTI-LOBBYING AMENDMENT: If this Contract is for compensation in excess of \$100,000.00 (Contract Price > \$100,000), the following shall apply:

- A. Contractor represents and acknowledges that it has filed the required certification that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352.
- B. The Contractor or subcontractor shall obtain the certification set forth in subparagraph (A) of this section from any subcontractors and will insert in any subcontracts a clause requiring the subcontractors to obtain this certification from any lower tier subcontractors.

- C. The prime Contractor shall be responsible for compliance with the clauses set forth in subparagraphs (1) and (2) of this section by any subcontractor or lower tier subcontractor.

19.0 PROCUREMENT OF RECOVERED MATERIALS: If the Town constitutes “a political subdivision of a state” as defined in 2 C.F.R. §200.322, Contractor agrees to comply with the requirements of Section 6003 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with Section 6002, Contractor must:

(1) Procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000;

(2) Procure solid waste management services in a manner that maximizes energy and resource recovery;
and

(3) Must have established an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

20. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: Check the Applicable Provision Below:

- ☐ **[If checked, Attachment D is incorporated into this Agreement by reference.]** The federal award meets the definition of “funding agreement” under 37 C.F.R. §401.2(a) and this contract is between the Town and a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under such funding agreement, the Town shall comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperating Agreements,” and any implementing regulations issued by the awarding agency.
- ☐ The federal award does not qualify as a “funding agreement” and/or is not a contract with small business firm or nonprofit organization for the purpose of the substitution of parties, assignment, or performance of experimental, developmental, or research work under such funding agreement.

Accepted by Contractor on
_____, 20__

By: _____

Title

Accepted by Town of Lyons on
_____, 20__

By: _____

Title

TOWN OF LYONS

GENERAL CONDITIONS

1. **DEFINITIONS:** The Contract Documents shall include; the Advertisement for Bids, Instructions to Bidders, Proposal, Bid Bond, Labor & Material Bond, Performance Bond, Construction Agreement, General Contract Conditions, Supplementary Conditions, Drawings and Specifications including all Addenda issued prior to the opening of bids, approved Change Orders, Contractor's Application for Payment and Engineers Certificate of Payment.

The following definitions and terms shall be applicable to all the Contract Documents:

- A. The words "**Contract**" or "**Contract Documents**" shall be held to include all the items in the foregoing list.
- B. "**Owner**" shall mean **Town of Lyons**, Boulder County, Colorado, acting through its duly authorized representative.
- C. "**Contractor**" shall mean each person, firm or corporation entering into a contract directly with the Owner.
- D. "**Subcontractor**" shall include those having a direct contract with the Contractor, or another subcontractor, for performing work and/or furnishing labor or materials, and those furnishing material worked to a special design according to the plans and specifications for the work, but shall not include anyone who merely furnishes material not so worked.
- E. "**Engineer**" or "**Consultant**" shall mean the Engineer or Consultant designated, appointed, or otherwise employed by the Owner, acting within the scope of the particular duties entrusted to them by the Owner in each case.
- F. "**Notice to Contractor**" shall be deemed to have been duly served when delivered in writing and in person to the individual or to a member of the firm or to an officer of the corporation for which it is intended, or when received in writing at the business address of such individual, partner or officer last known to the person giving the notice.
- G. The "**Work**" shall mean the equipment, supplies, materials, labor and services to be furnished under the Contract and the carrying out of all obligations imposed or required by the Contract Documents.
- H. The "**Date of Completion**" of the work is the date when construction is certified by the Engineer or Consultant and the Owner to be finally completed in accordance with the Contract Documents, as modified by any Change Orders agreed to by the parties and when the Owner has fully accepted the project for the use for which it was intended. Such date will be set forth in a Letter of Acceptance issued by the Owner.

2. **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 the Contract Documents unless specifically stated otherwise.
3. **DRAWINGS AND SPECIFICATIONS:**
- A. Drawings and Specifications Available on Site. The Contractor shall maintain at the site for the Owner and Consultant one copy of the drawings and specifications, addenda, approved shop drawings, Change Orders, and other modifications, in good order and marked in a contrasting color to show all changes made during construction. The Contractor shall at all times give the Owner or its representatives access thereto.
 - B. Project Record Drawings and Specifications. Unless more detailed requirements are called out in the contract documents, the Contractor shall maintain a Contract set of drawings at the site with all changes or deviations from the original drawings neatly marked thereon in a contrasting color. The Contractor shall also maintain a Contract set of specifications at the site, noting therein by appropriate section, the names, models and other distinguishing characteristics of the product actually incorporated into the work. This set of drawings and specifications shall be updated daily as the job progresses and shall be made available to the Owner and Engineer for inspection at all times. Upon completion of the work and before final payment, this Project Record set of drawings and specifications shall be delivered to the Engineer.
 - C. Contractor to Check Drawings and Schedules. The Contractor shall check all dimensions, elevations, grades and quantities shown on the drawings and furnished to him by the Engineer, and shall notify the Engineer of any discrepancy between the drawings and the conditions on the ground, or any error or omission in drawings, or in the layout as given by stakes, points, or instructions, which he may discover. Before ordering any material or doing any work, the Contractor shall verify all measurements at the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings. Any difference which may be found shall be submitted to the Engineer for consideration before proceeding with the work. The Contractor will not be allowed to take advantage of any error or omission in the drawings or Contract Documents. Full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.
4. **ROYALTIES AND PATENTS:** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the Owner harmless from loss on account thereof. If the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

5. **ITEMS COVERED BY CONTRACT PRICE:** Unless otherwise specifically provided herein, the Contractor shall accept the compensation stated in the Contract as full payment for furnishing all bonds, insurance, materials, transportation, apparatus, temporary structures, equipment, services, fuel, energy, light, water, labor, and tools, and all other things necessary for the complete and proper execution of the Work contemplated by or reasonably implied from the Contract Documents, within the time limits indicated therein. Such amount shall include any loss or damage arising from the nature of the Work, from the action of the elements or from any unforeseen difficulties which may be encountered; all risks of every description connected with the prosecution of the Work; all expenses incurred in consequence of any suspension or discontinuance of the Work; and all other amounts necessary for completing the Work pursuant to the Contract Documents, within the time limits indicated therein.

6. **EXECUTION, CORRELATION, INTENT, AND INTERPRETATION OF CONTRACT DOCUMENTS:**

- A. Execution. The Contract Documents shall be signed in multiple copies as directed by the Owner. Within ten (10) days after Notice of Contract Award, the Contractor shall return to the Owner a minimum of four (4) fully executed original sets of the Construction Agreement; Performance Bond and Labor and Material Payment Bond with original Power of Attorney; and certificates of required insurance coverages. The date of the contract for purposes of these documents shall be the date of the Notice of Contract Award letter. The Owner will execute the Construction Agreement, assemble all copies, and distribute the Contract Documents. The Contractor shall not commence the Work until he receives the Notice to Proceed.
- B. Correlation. By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.
- C. Intent. The intention of the Contract Documents is to include all labor and materials, tools, equipment, construction equipment, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work. Materials or work described in words which as applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

The organization of the specifications into divisions, sections, and articles, as the case may be, and the arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of work to be performed by any trade.

It is intended that even though work is not covered under any heading, division, section, article, branch, class, or trade of the specifications, it shall nevertheless be

supplied if it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results.

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 Engineer.

- D. Interpretation. 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 interpretations or instructions from the Engineer before proceeding with the Work affected thereby. It is understood and agreed that the Work shall be performed according to the true intent of the Contract Documents.

Where a conflict occurs between or within standards, specifications, and drawings, the more stringent or higher quality requirements shall apply. The precedence of the Construction Documents is in the following sequence:

- 1) Addenda to the drawings and specifications take precedence over the original Construction Documents.
- 2) Should a conflict arise between the drawings and specifications, the specifications shall have precedence over the drawings.
- 3) In the drawings, the precedence shall be drawings of larger scale over those of smaller scale and noted materials over graphic indications.
- 4) Any work mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both. The Contractor shall examine the specifications and drawings and check all dimensions and notify the Engineer and the Owner of any discrepancies between the specifications and drawings and any deficiencies, omissions, or errors before any work is commenced.

7. MATERIALS, LABOR, FACILITIES, AND STORAGE:

- A. Contractor's Responsibility: Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, machinery, transportation, and other facilities necessary for the proper execution and completion of the Work. The Contractor shall provide and pay for all the temporary facilities required to supply all the power, light, water, and heat needed by him and the subcontractors for their work and shall install and maintain all such facilities in such manner as to protect the public and workers and conform with any applicable laws and regulations. If temporary heat and/or protection is required for the expeditious

prosecution of the Work and before the permanent heating apparatus is available for use, the temporary heating apparatus shall be installed and operated in such a manner that the finish work and/or construction will not be damaged thereby.

- B. Materials: Unless otherwise specified, all materials shall be new and free of asbestos, and both workmanship and materials shall be of the highest quality. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials. The Contractor shall certify or provide evidence to the Owner that all materials used are asbestos-free. Samples shall be furnished, when specified, and the Work shall be in accordance with those samples which have been approved.
- C. Facilities and Storage: The Contractor shall provide and maintain, in a neat and sanitary condition, adequate temporary toilet facilities for the use of any and all employees engaged on the Work, in strict compliance with the requirements of all applicable codes, regulations, laws, and ordinances. In no event may present toilet facilities of any existing building at the site of the Work be used by employees of the Contractor or subcontractors. Upon completion of the Work, the Contractor shall remove all such temporary facilities from the site and disinfect the premises.

The Contractor shall provide suitable temporary facilities for workers and shall maintain on premises water-tight storage shed or sheds, tool houses for storage of building materials and tools which may be damaged by weather. The Contractor shall allow space for the erection of sheds and provide similar facilities for storage by subcontractors of their materials and tools. These facilities shall further provide for protection against theft and damage of building materials and tools. Upon completion of the Work, the Contractor shall remove all such temporary facilities from the site.

The Contractor shall provide adequate, weatherproofed, heated, and well-lighted office space at the site of the Work. The Contractor shall also provide telephone service at such office, which shall be available for the use of the Engineer, the Owner and their representatives without charge, except for toll calls.

All of the foregoing facilities shall be of a quality and placed in locations acceptable to the Engineer and the Owner.

- 8. **PERFORMANCE AND PAYMENT BONDS:** The successful bidder shall within ten (10) days execute, deliver to and file with the Owner, a good and sufficient bond to be approved by the Owner in a penal sum equal to the Contract price. Such bond shall be duly executed by a qualified corporate surety, conditioned upon the true and faithful performance of the Contract, and warranty work, and, in addition, shall provide that if the Contractor or his subcontractors fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor or his subcontractor in performance of the Work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest as provided by law. Performance and payment bonds shall be

on forms provided by the Owner and must be issued by qualified sureties as specified herein. The Performance Bond shall additionally guarantee that the Contractor shall remedy any omissions; correct any and all defects; and adjust and make operable all component parts of the Work falling under the requirements of his Contract which may be called to his attention within a period of twenty-four (24) months following the Date of Completion established in the Letter of Acceptance.

The expense of this bond shall be borne by the Contractor. If, at any time a surety on such a bond becomes irresponsible or loses its right to do business in the State of Colorado, the Owner may require another surety acceptable to the Owner, which the Contractor shall furnish within ten (10) days after receipt of written notice to do so.

- 9. OBTAINING PERMITS, AND COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor and all subcontractors shall comply with all applicable Federal and State statutes and with rules, regulations and orders of any governmental body having jurisdiction over the Work to be performed, including the Colorado Department of Labor and the Colorado Department of Health. Contractor and subcontractors shall further comply with ordinances, laws and regulations of the Town of Lyons, Colorado.

Permits, governmental fees and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. The Owner is generally exempt from paying any fee for any building permit issued by any building departments and the Contractor shall see that no permit fee is paid. However, the Contractor shall secure such building permit from the proper governmental agency if requested by the Owner, in which case the cost of any such fee shall be verified and paid by the Owner.

The Contractor shall call for all inspections on a timely basis by the State of Colorado, Department of Labor, Safety Inspection Branch, and any other agency having jurisdiction over the Work.

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. Should any of the provisions of the Contract Documents be in conflict therewith, then that portion which is in conflict shall be considered stricken and the applicable statute, ordinance, regulation or ruling substituted therefor. If the Contractor observes such a conflict, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the Work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, he shall bear all costs arising therefrom and to correct same.

10. SURVEYS, BENCHMARKS, MONUMENTS AND STAKES:

- A. Surveys. As provided by the Owner, the Contractor shall obtain from the Engineer, a copy of all surveys describing property lines, elevation benchmarks, physical characteristics, and utility locations.

- B. Benchmarks. The Contractor shall properly stake out the work and provide and rigidly set benchmarks and batter boards as necessary for the proper performance of the Work. The Contractor shall remain responsible for their maintenance and their accuracy. A permanent benchmark, approved as to location and type by the Engineer, from which all grades are to be taken, shall be established near the site of the work by the Contractor. From this benchmark the Contractor shall ascertain all grades and levels to the building as needed. The Contract Documents will include all necessary information to establish the benchmark.
- C. Preservation of Monuments and Stakes. The Contractor shall carefully preserve all monuments, benchmarks, property markers, reference points, and stakes. In case of his destruction thereof, the Contractor will be charged with the expense of replacement 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 properly referenced for relocation. The Contractor shall furnish materials and assistance for the proper replacement of such monuments or benchmarks.

11. DIFFERING SITE CONDITIONS:

- A. Notice: The Contractor shall promptly, and before such conditions are disturbed, notify the Owner and Engineer in writing of:
 - 1) Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.
 - 2) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The Owner and Engineer shall promptly investigate the conditions and if the Owner finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified by Change Order.
- B. Claims: No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required above. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

12. PROTECTION OF WORK, PERSONS AND PROPERTY: The Contractor shall maintain adequate protection of all his work, materials and equipment that are to be incorporated in the project; whether stored on or off the site, under the care, custody or control of the Contractor or his subcontractors. The Contractor shall also maintain adequate protection of other property at the site or adjacent thereto, including landscaping, irrigation,

pavements, structures and utilities not designated for removal, relocation or replacement in the course of construction, as provided by law and the Contract Documents.

The Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of Federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and he shall designate a responsible member of his organization on the Work, whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and Engineer.

The Contractor shall provide all necessary bracing, shoring and tying of all structures, decks and framing to prevent any structural failure of any material which could result in damage to property or the injury or death of persons; take all precautions to insure that no part of any structure of any description is loaded beyond its carrying capacity with anything that will endanger its safety at any time during the execution of the Contract; and provide for the adequacy and safety of all scaffolding and hoisting equipment. The Contractor shall not permit open fires within the building enclosure. The Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations and floors, pits and trenches free of water.

During the course of construction, the Contractor shall maintain free and unimpeded all required exits from the building. Barricades shall be so erected that traffic is separated and protected from the construction. Such exits shall not be closed at any time for any reason while the building is occupied nor at any time when the building is unoccupied except after written approval is given by the Owner and proper warning and directional signs are posted.

The Contractor shall take due precautions when obstructing sidewalks, streets or other public ways in any manner, and shall provide, erect and maintain barricades, temporary walkways, roadways, trench covers, colored lights or danger signals and any other devices necessary to assure the safe passage of pedestrians and automobiles.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Engineer or Owner, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury; and he shall so act, without appeal, if so authorized or instructed. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement for extra compensation. Notification of and report of such emergencies shall be made immediately to the Owner and Engineer.

When the whole or a portion of the Work is suspended for any reason, each Contractor shall properly cover over, secure and protect such of his work as may be liable to sustain injury from any cause.

- 13. CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION:** The Contractor shall keep on the Work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Engineer and Owner. The superintendent shall not be changed except with the consent of the Engineer and Owner, unless, the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Directions shall be confirmed in writing by the Contractor.

The Contractor shall give efficient supervision to the Work, using his best skill and attention. He shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Engineer and the Owner any error, inconsistency or omission which he may discover, but he shall not be liable to the Owner for any damage directly resulting from and to the extent proximately caused by any errors or deficiencies in the Contract Documents or other instructions by the Engineer.

The superintendent shall see that the Work is carried out in accordance with the Contract Documents and in a thorough and first-class manner in every respect. The Contractor's superintendent shall establish all lines, levels, and marks necessary to facilitate the operations of all concerned in the Work. He shall lay out the Work in a manner satisfactory to the Engineer, making permanent records of all lines and levels required for excavation grading and foundations, and for all other parts of the Work.

- 14. SUBSTITUTIONS:** The Contractor will be held to have used in his base proposal and to furnish under the Contract those items of equipment and/or materials which are specifically identified in the specifications by a manufacturer's name, model, or catalog number, or which have been specifically approved in writing by the Engineer during the bidding period, in accordance with procedures established by the Engineer, and which have been listed in an Addendum prior to the bidding.

At the time of bidding, items of equipment of the Contractor's choice may be offered as alternates to the items named in the specifications by submitting with the proposal and on the form provided, identifying data on the articles proposed, together with a statement of the amount of addition or deduction from the base bid if the bidder's alternate is accepted. Prior approval by the Engineer is not required on items submitted as alternate bids.

After execution of the Contract, substitution of equipment and/or materials of makes other than those specifically named in the Contract Documents may be approved only for the following reasons:

- A. That the equipment or material proposed for substitution is, in the opinion of the Owner, equal to and/or superior to equipment and/or materials named in the

specifications so far as performance, construction, efficiency and utility are concerned; and

- B. That the materials and/or equipment named in the specifications are no longer available or cannot be delivered to the job in time to complete the work in proper sequence due to conditions beyond the control of the Contractor; or
- C. That the equipment and/or materials proposed for substitution is of satisfactory quality, construction, efficiency and utility, and there is a substantial difference in price and/or delivery. To receive consideration under this subparagraph, such a request must be supported by documentary proof of quality and difference in price and/or delivery, if any, for both the specified and the proposed substitute material and/or equipment.

All requests for substitution must be submitted in writing with supporting documentation by or through the Contractor to the Engineer for initial review, before being submitted to the Owner for evaluation and final approval. In the absence of the Owner's written approval, no substitution of materials or methods will be allowed for any items specified in the Contract Documents.

In case of a difference in price occurring as a result of an approved substitution, the Owner shall receive all benefit of the difference in cost involved in the substitution. All substitutions will be approved by issuance of a formal Change Order as provided in these General Contract Conditions.

15. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

- A. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.
- B. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- C. Samples are physical examples which illustrate materials, finishes, equipment or workmanship and establish standards by which the Work will be judged.

Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required, the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

The Contractor shall review, approve, stamp and then submit to the Engineer: Shop Drawings, Product Data, Samples and similar submittals required by the Contract

Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

The number of copies and format of submittals shall be as required by the Engineer, but shall include (1) copy of the original Shop Drawings and Product Data for the Owner.

The Engineer will, with reasonable promptness so as to cause no delay, check Shop Drawings, Product Data and Samples to determine whether specifications and drawings have been properly interpreted and design requirements fulfilled. All corrections or requests for re-submittal by the Engineer shall be clearly noted on the submittals and returned to the Contractor. The Contractor shall make any corrections required by the Engineer and shall re-submit the required number of corrected copies of submittals until approved.

The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer's approval thereof.

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals.

The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer. Such Work shall be in accordance with approved submittals.

When Shop Drawings, Product Data, Samples or similar submittals have been approved and stamped by both Contractor and Engineer a copy of each shall be immediately forwarded to the Owner.

- 16. CASH ALLOWANCE:** The Contractor shall include in the Contract sum all allowances named in the Contract Documents and shall cause the work so covered to be done by such Contractors and for such sums as the Owner may direct, the contract sum being adjusted in conformity therewith. The Contractor declares that the contract sum includes such sums for expenses and profit on account of cash allowances as he deems proper. No demand for expenses or profit other than those included in the contract sum shall be allowed. The

Contractor shall not be required to employ for any such work persons against whom he has filed a lien or has a reasonable objection due to previous legal claims.

17. CHANGES:

- A. Change Orders: The Owner may, at any time, by a written Change Order directed through the Engineer, without notice to the sureties and without invalidating the Contract, make changes in the drawings and/or specifications of the Contract and within the general scope thereof; order extra work; or make changes by altering, adding to, or deducting from the Work. If such changes cause an increase or decrease in the amount due under the Contract, or in the time required for its performance, an equitable adjustment shall be made on the Change Order and the Contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within ten (10) days from the date of receipt by the Contractor of the notification of change; provided, however, that the Owner, if it determines that the facts justify such action, may receive and consider, and adjust any such claim asserted at any time prior to the date of final settlement of the Contract. No Change Order or other form of order or directive by the Owner or Engineer requiring additional compensable work to be performed, which causes the aggregate amount payable under the Contract Documents to exceed the amount appropriated for the original Construction Agreement, shall be issued unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made.
- B. Price Differential: The change in Contract price resulting from a change in the Work shall be determined in one of the following ways:
- 1) By estimate and acceptance in a lump sum, with a maximum total combined mark-up to the Owner, for the Contractor and all affected subcontractors not to exceed fifteen percent (15%).
 - 2) By unit prices named in the Contract or subsequently agreed upon.
 - 3) If the parties are unable to agree on one of the above methods, then the amount shall be determined by force account under the following formula:
 - a) The actual cost of all direct labor performed (including foremen employed continuously on the Work, but not the salary, or any part thereof, of the Contractor's superintendent) and the actual materials furnished for and used in such work, less all available cash, trade, or other discounts;
 - b) Rental for the use of such items of equipment as have an individual value in excess of One Thousand Dollars (\$1,000.00); provided that

the amount of such rental charge and the length of time and probable cost of the use of such equipment shall have been authorized in writing by the Owner;

- c) All proportionate sums paid for royalties, permits, and inspection fees;
- d) All proportionate premiums for public liability insurance, worker's compensation, and other proper and necessary insurance, as well as all applicable payroll taxes;
- e) Either a predetermined lump sum, fixed fee, or a fee of fifteen percent (15%), which fee shall be applied to the total of paragraphs a), b), and c) only, and shall constitute full compensation to the Contractor for all costs and expenses, including all overhead and profit, which are not otherwise enumerated above. Subcontractors, if employed by the Contractor on this part of the work, will receive such portion of the Contractor's fee as may be agreed and paid to them by the Contractor.
- f) The Contractor shall keep and present, in such manner as the Owner may direct, an accurate accounting of all the foregoing costs, together with all supporting vouchers and other documentation, all subject to audit by the Owner.

C. Minor Changes: In giving instructions, the Engineer shall have authority to make minor changes in the Work, which do not involve extra cost or extend the Contract completion date, and which are not inconsistent with the purposes of the building. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the Owner signed or countersigned by the Engineer, or a written order from the Engineer stating that the Owner has authorized the extra work or change. No claim for an addition to the Contract sum shall be valid unless ordered or authorized in the manner set forth in this paragraph.

18. CLAIMS FOR EXTRA COST: If the Contractor claims that any instructions by drawings or otherwise, after the execution of the Contract, involve extra cost under the Contract which were not included in the original bid, he shall give the Owner and the Engineer written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedure shall then be as provided for changes in the Work. No such claim shall be valid unless so made. Any change in the Contract amount must be authorized by Change Order.

19. DELAYS AND EXTENSION OF TIME: If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner, or of any employee of the Owner,

or by any separate Contractor employed by the Owner, or by changes ordered in the Work, or by strikes, lockout, fire, unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's control, or by any cause which the Owner determines may justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may determine.

Extension of the contract completion time for delays due to weather will be considered only when such conditions are more severe and extended than those reflected by the ten-year average for the month as evidenced by Climatological data, U.S. Department of Commerce, for the Boulder area or specific building area, and only if a request for such extension of time is received by the owner within seven (7) days of the first day of each delay. Extensions of time due to weather or other allowable reasons will be granted on the basis of 1.4 calendar days credit for each working day lost, with each extension figured to the nearest whole calendar day. No more than thirty (30) calendar days' extension for weather will be allowed during the total construction period.

All requests for extensions of time shall be subject to the Owner's approval, and shall be made in writing to the Owner no more than seven (7) calendar days after the occurrence of the delay. If not so submitted, they shall not be allowed.

The Owner reserves the right to occupy any part of the structure on the original schedule, after suitable inspection of conditions, without waiving Owner's rights with respect to liquidated damages as provided in the Contract.

- 20. INSPECTION OF WORK:** The Owner and Owner's representative shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's or Owner's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection, and if the inspection is by another authority than the Owner, of the date fixed for such inspection.

Inspections by the Owner and the Engineer shall be promptly made. If any work should be covered up without approval or consent of the Owner and the Engineer, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Owner, and if so ordered must be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs, unless he shall show that the defect in the Work was caused by another Contractor engaged by the owner. In that event the Owner shall pay such cost, with the right to reimbursement from such other Contractor.

- 21. CORRECTION OF WORK:**

- A. Correction of Work Before or After Completion: The Engineer or Owner has the authority to condemn work which is defective or does not conform to the Contract Documents. The Contractor, following written demand, shall promptly correct all work rejected by the Engineer or Owner as defective or as failing to conform to the Contract Documents whether observed before or within two (2) years after final completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Engineer's/and/or Consultant's additional services thereby made necessary. If the Contractor proceeds to build in or cover the item which has been rejected, he shall be totally responsible for the cost of removal and replacement of said item and removal and replacement of all necessary work surrounding or covering the item in order to produce a first class job. The obligation of the Contractor to correct the Work shall be in addition to, and not in limitation of, any other obligations imposed by law, the Contract Documents, or other rights of the Owner.
- B. Tests to Determine Conformance: Whenever in the opinion of the Engineer/Consultant the Owner, tests are essential to assure the professional evaluation of the Work which is subject to being rejected or condemned, the necessary number of tests will be performed by a consultant designated by the Owner. The recommendation of this consultant is final and all parties to the Contract will comply with the methods and extent of the corrections submitted in writing to the Owner and the Engineer by the designated consultant. The cost of the tests will become the Contractor's responsibility when corrections of any nature are recommended by the consultant to the investigated work; otherwise, the Owner will pay for all tests performed.
- C. Removal of Condemned Work: The Contractor shall promptly remove from the premises all work condemned by the Engineer or Owner as failing to conform to the Contract Documents, whether incorporated or not, and the Contractor shall promptly replace and re-execute such work in accordance with the Contract and without expense to the Owner, and shall bear the expense of making good all work of other subcontractors found to be defective or destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice from the Owner, the Owner may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within (10) ten days' time thereafter, the Owner may, upon ten (10) days' written notice, sell such materials at auction or at private sale accounting for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor, including compensation for additional Engineer services. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter

due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

- D. Correction of Work After Final Payment: Neither the final certificate for payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within a period of two (2) years from the Date of Completion. The Owner shall give notice of observed defects with reasonable promptness. Such notice shall be in writing to the Engineer and Contractor. All questions arising under this article shall be decided by the Owner or its authorized representative. This warranty shall be in addition to and not in lieu of all other remedies available to the Owner.

22. OWNER'S RIGHT TO CORRECT WORK:

- A. Corrections By Owner: If the Contractor should neglect to prosecute the Work properly or fail to perform any provision of this Contract, including, without limitation, the correction of punch list or warranty items, the Owner, after three (3) days' written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the reasonable cost thereof from any payment then or thereafter due the Contractor, and recover any deficiency from the Contractor. In the event work is performed by the Owner, the Owner's employees, or by persons other than the Contractor at the request of the Owner, as provided above or in order to comply with existing statutes, codes or regulations of any governmental authority or to protect the health and/or welfare of persons occupying or intending to occupy the Owner's building, the Owner shall not be liable to the Contractor for inconvenience, expense or subsequent cost of removal of such work.
- B. Deductions for Uncorrected Work: If the Owner deems it inexpedient to correct work that has been damaged, is defective, or has not been completed in accordance with the Contract Documents, an equitable deduction from the Contract price shall be made by Change Order therefor. The amount to be deducted as cost of doing work shall include the cost of the Engineer's/ Consultant's additional services made necessary by such default. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

23. OWNER'S RIGHT TO TERMINATE CONTRACT:

- A. For Cause: If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefits of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he should fail to make prompt payment to

subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the Owner, or otherwise breach any material provision of the Contract, then the Owner, when in its opinion sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and the surety seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the Work by whatever method it may deem best. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the Work including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his surety shall pay the difference to the Owner. The expenses incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be determined by the Owner.

- 1) The Owner may take control of the Work and either make good the deficiencies of the Contractor or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor and his surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred in having such deficiencies made good and any damages or expenses incurred through the default of the Contractor.
- 2) The Owner may require the surety on the Contractor's bond to take control of the Work at once and see to it that all the deficiencies of the Contract are made good, with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the Work, either upon termination of the services of the Contractor or upon instructions from the Owner to do so, the provisions of the Contract Documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the Work and provisions of this article as to the right of the Owner to do the Work or to take control of the Work.

- B. Without Cause: Should conditions arise which in the Owner's opinion make it necessary or advisable to discontinue work under the Contract Documents, the Owner may terminate the Contract in whole or in part without cause or fault by the Contractor by giving seven (7) calendar days' written notice to the Contractor. The notice shall specify the date and extent to which the Contract is terminated. Upon any such termination, the Owner shall take possession of the site and all or any part of the materials and equipment delivered or en route to the site. In the event of termination under this paragraph 24(B) the Contractor shall be equitably paid for all work properly completed, based upon the approved Schedules of Values.

- 24. CONSTRUCTION SCHEDULE AND PROGRESS REPORTS:** The Contractor shall submit, within seven (7) calendar days after the date of the Notice to Proceed in a format acceptable to the Owner, a construction schedule for the project. This schedule shall start with the date of the Notice to Proceed, and the completion date shall be a date which will enable the Owner to accept the work on the date specified in the Construction Agreement. The Schedule shall fully indicate a timetable representing the various elements of the work and their logical relationships and shall provide for the expeditious and practicable execution of the Work. The time shown between the starting and completion dates of the various elements within the schedule shall represent one hundred percent (100%) completion of each element in the Schedule of Values. The CPM schedule shall include all activities necessary, including submittals, approval periods and Owner activities. No working activities shall be shown with durations exceeding fifteen (15) working days. If an activity is longer than this, it shall be segmented. The schedule shall identify for each activity the trades responsible and the manpower necessary to complete the activity as scheduled.

The Schedule shall be revised by the Contractor during the progress of the Work. When the actual progress in the opinion of the Engineer or Owner, varies materially from that previously approved, additional detailed schedules of separate elements of the work may be requested at the Owner's discretion.

The Contractor shall submit monthly Progress Reports and an updated schedule with the Application for Payment. These reports shall reflect the Contractor's "work in place" progress and will be certified by the Contractor or his superintendent as to the date and contents of such "work in place" progress report. Such reports shall depict progress and percentage of completion, consistent with the values and amounts contained on the counterpart Request for Payment. The subcontractors shall be supplied copies of the Contractor's approved schedule. These subcontractors shall develop a similar schedule based on their respective work. Failure to submit an approved schedule or monthly progress report shall be deemed cause to reject Applications for Payment.

The Contractor shall schedule all work so as to reduce to a minimum any disruption in the use of the existing facilities and interruptions of utility service of any type. All remodeling work or disruption of utilities to an occupied building shall be scheduled and submitted to the Owner and Engineer for approval.

- 25. SCHEDULE OF VALUES:** Before beginning work and prior to the first Application for Payment, the Contractor shall submit to the Owner a complete, itemized Schedule of the Values of the various parts of the work in format and level of detail as acceptable to the Owner, aggregating the total sum of the Contract, separating material costs from other costs, including as material costs the material costs of all subcontractors under such Contractor, supported by such evidence as to its correctness as the Owner may direct. This schedule will be used for the Application for Payment provided for in these General Contract Conditions.

- 26. PAYMENTS TO CONTRACTORS:** Partial payments will be made as the Work progresses within twenty-one (21) days after the close of the calendar month, or at other monthly dates established by the Owner, upon properly prepared Contractor's Application and Certificate for Payment forms submitted to and approved by the Engineer and the Owner. The Owner reserves the right to withhold payments at any time, regardless of the Engineer's recommendations. The Applications for Payment shall be based on the same items as are shown in the Schedule of Values indicating the material used and work performed for which payment is claimed. In preparing Applications, material delivered and properly stored on the site and preparatory work done may be taken into consideration.

Payments will be made in the full value of the work performed and material stored less ten percent (10%) of such value which shall be retained until final acceptance of all work by the Owner, unless otherwise agreed by Owner, and less the aggregate of any previous payments. Upon the final certified completion, as determined by the Engineer and the Owner, and if satisfactory progress is being made in the Work, in the sole opinion of the Owner, then no retainage shall be made from further monthly payments, subject to any retainages made by the Owner from the final payment. On satisfactory completion and final acceptance of each separate building or portion of the building or other division of the Contract upon which agreement has been reached as to its separate price, at the discretion of the Owner, payment may be made in full, including retained percentages thereon less deductions as determined by the Owner. Any withdrawal of retainage based upon a deposit of acceptable securities shall be on the Owner's approved forms and shall require that the acceptable securities be endorsed in favor of the Owner, authorizing the Owner to negotiate the acceptable securities and to receive the payments due. Payments by the Contractor to his subcontractors shall be made in the same manner as provided herein between the Owner and the Contractor.

The Contractor warrants that title to and ownership of all material and work covered by partial payments which have been made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.

The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on his observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole upon final completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is, in the Engineer's opinion, entitled to payment in the amount certified.

After the Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner provided herein. No Certificate for a progress or final payment, nor any partial

or entire use or occupancy of the project by the Owner shall constitute an acceptance of any work not completed in accordance with the Contract Documents.

- 27. PAYMENTS WITHHELD:** The Owner may withhold payment or the Engineer/Consultant may decline to issue a Certificate for Payment in whole or in part, or the Engineer or Owner may withhold or nullify the whole or any part of any Certificate previously issued, because of subsequently discovered evidence or subsequent inspections, for such an amount or to such extent as may be necessary in the opinion of either to protect the Owner from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims.
- C. Failure of the Contractor to make payments properly and promptly to subcontractors or for material or labor.
- D. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- E. Damage to another contractor.
- F. Failure of the Contractor to prosecute any portion of the Work in compliance with the approved schedule.
- G. Failure of the Contractor to submit on a timely basis any documentation required by the Contract Documents, including, without limitation, monthly Progress Reports, Schedule of Values, or request for approval of subcontractors.
- H. Unauthorized deviations by the Contractor from the Contract Documents.

- 28. INSURANCE - LIABILITY:** Each Contractor shall procure and maintain, at his own expense, until his work is accepted by the Owner, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the Owner for adequacy of protection, and shall include a provision preventing cancellation without thirty (30) days' prior notice to the Owner in writing. All policies must contain a "Registered Notice" of cancellation endorsement directed to Town of Lyons and the bonding company on the project. The Owner will accept the policies written only by sureties legally authorized in the State of Colorado and rated in Best's Insurance Guide (latest edition), not lower than A- or have a Best's Financial Rating of at least X.

The liability insurance coverage required is as follows:

- A. Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for destruction of or damage to property, arising out of or in connection with any operations under his Contract,

whether such operations be by himself or by a subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him.

All such insurance shall be written with a limit of liability not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom sustained by any one person in any one occurrence; a limit of liability not less than \$1,000,000 for any such damages sustained by two or more persons in any one occurrence; a limit of liability not less than \$1,000,000 for all damages arising out of injury or destruction of property in any one occurrence, and \$1,000,000 aggregate. All such insurance shall be written on a Comprehensive Form of Policy.

In the event of any of the hazards or exposures, normally listed in standard policies as "Exclusions," are involved or required under this Contract, then such hazards or exposures shall be covered and protection afforded under the policy and such exclusions (x), (c) and (u), **as excerpted from standard policies**, must be removed from the policy as listed below:

- 1) "(x) Injury to or destruction of any property arising out of blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment:"
 - 2) "(c) The collapse of or structural injury to any building or structure due to:
 - a) grading of land, excavating, burrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work; or
 - b) moving, shoring, underpinning, raising or demolition or any building or structure, or removal or rebuilding of any structural support thereof;"
 - 3) "(u) a) Injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating or drilling; or
 b) injury to or destruction of property at any time resulting therefrom."
- B. General Public Liability and Property Damage Insurance issued to "Town of Lyons, Colorado, its directors, its officers, its agents, and its employees acting in the scope and course of their employment", and protecting them from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract, whether such operations be by the Contractor or by a subcontractor under him or by anyone directly or indirectly employed by the Contractor or a subcontractor under him. All

such insurance shall have the minimum limits of liability specified in A, above. All such insurance policies shall be delivered to the Owner within ten (10) days after the date of the Notice of Award.

- C. Contractor's Automobile Liability and Property Damage Insurance issued to the Contractor protecting the Contractor and the Owner from all claims, for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the Contractor's Contract, whether such operations be by the Contractor or by a subcontractor under him or by any one directly or indirectly employed by the Contractor or a subcontractor under him. All such insurance shall be written with a limit of liability of \$500,000 each person, \$500,000 each occurrence, for Bodily Injury, and of \$500,000 each occurrence, for Property Damage. All such insurance policies shall be delivered to the Owner within ten (10) days after the date of the Notice of Award.
- D. The parties hereto understand and agree that the Owner is relying on and does not waive or intend to waive by this Contract any provision hereof, including the provision of this section, the monetary limitations, or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., as from time to time amended, or otherwise available to the Owner.
29. **INSURANCE - WORKERS' COMPENSATION:** Each Contractor shall maintain at his own expense, until completion of the Work and final acceptance thereof by the Owner, Workers' Compensation Insurance, including occupational disease provisions, covering the obligations of the Contractor in accordance with the provisions of the laws of the State of Colorado. Each Contractor shall furnish the Owner with a certificate giving evidence that such Contractor is covered by the Workers' Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions. All such certificates shall be furnished within ten (10) days after the date of the Notice of Award.
30. **INSURANCE - BUILDER'S RISK COMPLETED VALUE:** The Contractor shall pay for and maintain Builder's Risk Completed Value Insurance, insuring the entire project and the Work against loss or damage caused by fire, malicious mischief, vandalism, and the hazards insured against in the standard extended coverage provisions used in the State of Colorado, which insurance shall remain in effect until 12:00 noon on the day following the Date of Completion and final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project. Such insurance must be in an amount equal to the aggregate total of the contract prices in the Contracts entered into by the Owner relating to the project, and must be issued by a company or companies acceptable to the Owner. Each subcontractor shall reimburse the Contractor in part in respect of the premiums paid by the Contractor for such insurance, each subcontractor paying a portion of the total premiums in the same ratio as the ratio of the insurance represented by the contract price in his Contract to the total insurance carried.

Upon request by the Owner, the amount of such insurance shall be increased to include the cost of work to be done on the project, or materials or equipment to be incorporated in the project, by the Owner or under contracts let or to be let by the Owner not covered by these General Contract Conditions. In such event, the Owner shall pay the Contractor as its share of the insurance premiums a portion of such premiums in the same ratio as the ratio of the insurance represented by such independent Contracts let or to be let by the Owner to the total insurance carried.

All such insurance shall insure the Owner and the Contractor, as their interests may appear, but the loss, if any, shall be payable to the Owner, as trustee, except as it may be necessary to permit payment of all or a portion of such insurance to a mortgagee as his interests may appear, and all such insurance policies shall be lodged with the Owner within ten (10) days after the date of the Notice of Award. The Owner shall have power to adjust and settle any loss with the insurers.

Unless the Owner and the Contractor shall agree otherwise, all moneys received shall be applied on rebuilding or repairing the destroyed or injured work. With the exception of insurance proceeds attributable to insurance paid for by the Owner (by paying its share of the premiums paid by the Contractor), such moneys shall be paid out by the Owner to the Contractor from time to time on estimates of the Owner.

All subcontractors shall supply the Contractor with such information as he may need to obtain such insurance, within time to enable the Contractor to obtain the insurance within the time limit stated above.

The Contractor and his subcontractors and suppliers waive all rights against the Owner for damages caused by fire or other perils to the extent covered by the Builder's Risk Insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner on their behalf. The Contractor shall require similar waivers of his subcontractors, sub-subcontractors, agents, and employees of any of them.

- 31. SEPARATE CONTRACTS:** The Owner reserves the right to let other Contracts in connection with the Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Owner any defects in such work that render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

To insure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Owner any discrepancy between the executed work and the drawings.

- 32. SUBCONTRACTS:** The Contractor shall within ten (10) days after the execution of the Contract or before awarding any subcontracts shall submit in writing to the Owner and Engineer a final list of all subcontractors and suppliers proposed. The Contractor shall not employ any to which the Owner may, within a reasonable time, object as incompetent, unfit, or otherwise undesirable. Substitutions of subcontractors named in the final list may not be made without written approval of the Owner.

If before or after the execution of the Contract, a change of any name on such list is required in writing by the Owner, the Contract price shall be increased or diminished by the difference in cost occasioned by such change and an appropriate Change Order shall be issued.

The Owner shall, on request, furnish to a subcontractor, wherever practicable, evidence of the amount certified on his account. The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any direct contractual relation between any subcontractor and the Owner.

- 33. CONTRACTORS' MUTUAL RESPONSIBILITY:** The entire project may be covered by more than one Contract and in such case there will of necessity be a certain overlapping of Contracts. Each Contractor shall, therefore, take due notice of the work called for in Contracts other than his own. Should the Contractor cause damage to any separate contractor on the Work, the Contractor agrees, upon due notice, to settle with such contractor by agreement, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense, and, if any judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it and pay all costs and expenses thereby incurred by the Owner.

- 34. CUTTING, PATCHING AND DIGGING:** The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon, or reasonably implied by, the drawings and specifications for the completed unit, and he shall make good after them as the Owner may direct.

Any cost caused by defective or ill-timed work shall be borne by the persons responsible therefor. The Contractor shall not endanger any work by cutting, excavating, or otherwise altering any work, and shall not cut or alter the work of any other contractor save with the consent of the Owner or Engineer.

After such work has been installed, he shall carefully fit around, close up, repair, patch, and point up same as directed to the entire satisfaction of the Owner.

- 35. EMPLOYEES:** The Contractor and its subcontractors shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any person considered by the Engineer or the Owner to be unfit or not skilled in the work assigned to the Contractor. The Contractor shall be responsible to the Owner for the acts and omissions of all its employees.

The Contractor shall further be responsible for the acts and omissions of all subcontractors, their agents and employees, and all other persons acting on behalf of the Contractor or subcontractors as set forth herein.

During the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, creed, disability, sex or age.

- 36. CLEANING UP:** The Contractor shall at all times keep the premises free from accumulations of any type of waste material or rubbish caused by his employees or work, and shall remove all rubbish as often as directed by the Owner. At the completion of the Work he shall remove all his rubbish from and about the building, and all his tools, scaffolding, and surplus materials, shall wash all glass inside and outside throughout the building and remove all stains and other marks, paint or materials from windows and frames. Care shall be taken not to scratch the glass in this clean-up.

All floors and wall coverings shall be left thoroughly clean and finished, all walls and ledges shall be dusted, all plumbing fixtures shall be cleaned, all hardware shall be free of all paint, stains, dust, dirt and the like. The Contractor shall remove marks, stains, fingerprints, other oil, dirt from painted, decorated or natural finish work, and turn over the building to the Owner ready for occupancy except for being further equipped by the Owner. In case of dispute the Owner may remove the rubbish and charge the cost to the Contractor.

- 37. USE OF PREMISES:** The Contractor shall confine his apparatus, the storage of materials and the operations of his workers to limits indicated by law, ordinances, permits, or directions of the Owner and shall not unreasonably encumber the premises with his materials. The Contractor shall enforce the Owner's instructions regarding signs, advertisements, fires, and smoking.

During the performance of the Work, the Contractor and his subcontractors and their employees, agents or suppliers, will use such entrance or entrances to the construction site that may be designated from time to time by the Owner. Further, the Contractor and his subcontractors, their employees and agents shall perform the Work at such times of the day and days of the week as may be designated by the Owner from time to time.

- 38. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION:** It is understood and agreed that completion of the entire project within the time stated in the Instructions to Bidders and the Construction Agreement is a matter of vital necessity to the Owner, that the Owner will sustain damages if the entire project is not completed within that time, and that it would not be possible to accurately determine the amount of such damages. In view of these facts, the Contractor agrees to pay the Owner liquidated damages in the sum set forth in the Construction Agreement for each calendar day, if any, which elapses between the date stated in the Instructions to Bidders as the date when the entire project must have been finally completed and accepted, as extended by extensions of time under the provisions of the General Contract Conditions, and the Date of Completion. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the surety on his performance bond shall pay such damages. Also, the Owner may withhold all or any part of such liquidated damages from any payments due the Contractor. No changes in the Work shall extend the time for completion unless set forth on a properly approved Change Order.

If any part of such delay in the completion of the entire project shall be attributable to any default by any contractor other than the Contractor, the Contractor may recover from the contractor responsible for such delay such portion of the liquidated damages paid by the Contractor to the Owner as may be attributable to such other contractor.

- 39. COMPLETION, FINAL INSPECTION, ACCEPTANCE AND FINAL PAYMENT:** When the Work is complete and ready for final inspection, the Contractor shall file a written notice with the Engineer that the work, in the opinion of the Contractor, is complete under the terms of the Contract.

Within a reasonable time after the Contractor files written notice that the Work is complete, the Engineer, Owner and the Contractor shall make a "final inspection" of the project to determine whether the Work has been completed in accordance with the Contract Documents. A report of that inspection and a final punch list shall be made by the Engineer in sufficient detail to fully outline to the Contractor:

- A. Work to be completed if any;
- B. Work not in compliance with the drawings or specifications, if any;
- C. Unsatisfactory work for any reason, if any.

Copies of the punch list will be transmitted by the Engineer to the Contractor and Owner.

All prior estimates and payments shall be subject to correction in the final Application for Payment. When the Work has been certified as satisfactory by the Owner, and the Engineer, and approved by action of the Owner's Board of Trustees, it shall be deemed accepted upon issuance of the Owner's Letter of Acceptance, which shall also state the Date of Completion.

Upon submission of the final Application for Payment, the time of final settlement for the Work shall be set and shall, thereupon, be advertised by two (2) publications of notice thereof, the last publication appearing at least ten (10) days prior to the time of final settlement. Final payment and settlement in full shall be made at the time of final settlement.

thus advertised, or as soon thereafter as practicable, in the judgment of the Owner, after resolution of claims and back charges. The Owner shall not authorize final payment until all the items on the final punch list are complete, all operation and maintenance manuals accepted and all close-out documents filed with the Owner.

If the Work shall be substantially completed, but final completion thereof shall be prevented through delay in correction of minor defects, or unavailability of materials or other causes beyond the control of the Contractor, the Owner may, in its discretion, release to the Contractor such amounts as may be in excess of three (3) times the cost of completing the unfinished work or the cost of correcting the defective work, as estimated by the Engineer and approved by the Owner.

Neither the final payment nor any part of any sums withheld shall become due until the Contractor delivers to the Owner receipts showing complete payment for all labor, materials, supplies and equipment expended upon or incorporated in the work under the Contractor's Contract with the Owner. If any unpaid claim for such labor, materials, supplies, or equipment is filed with the Owner before payment in full of all sums due the Contractor sufficient funds to insure the payment of such claim, until the same shall have been paid or withdrawn, such payment or withdrawal to be evidenced by filing with the Owner a receipt in full or an order for withdrawal signed by the claimant or his duly authorized agent or assignee. However, as provided by statute, such funds shall ordinarily not be withheld longer than ninety days following the date fixed for final settlement with the Contractor, as set forth in the published Notice of Contractor's Settlement, unless an action shall be commenced within that time to enforce such unpaid claim and a Notice of Lis Pendens be filed with the Owner. At the expiration of such ninety day period, the Owner shall pay the Contractor such moneys and funds as are: i) not the subject of a backcharge or retention by the Owner under the Contract Documents or ii) not the subject of suit and a Notice of Lis Pendens. The Owner shall retain thereafter, subject to the final outcome thereof, only sufficient funds to insure the payment of such judgment as may result from such suit.

If any claim for such labor, materials, supplies, or equipment remains unsatisfied after all payments are made by the Owner to the Contractor, the Contractor shall refund to the Owner all sums which the latter may for any reason be compelled to pay to satisfy such claim, including all costs and attorney's fees incurred by the Owner as a result of the Contractor's default in such respect.

The making and acceptance of the final payment shall not constitute a waiver nor an accord and satisfaction of any claims by the Owner, including, among other things, those arising from unpaid claims, from faulty work appearing before or after final payment or from failure to comply with requirements of the Contract Documents.

- 40. WARRANTIES:** Each Contractor shall, in case of work performed for which warranties are required by the specifications, secure the required warranties and deliver copies thereof to the Owner upon completion of the work bound into the operations and maintenance manuals. All such warranties shall commence from the date set forth in the Owner's Letter

of Acceptance and will not in any way lessen the Contractor's responsibilities under his Contract. Whenever guarantees or warranties are required by the specifications for a longer period than two (2) years, such longer period shall govern.

In addition to warranties, guarantees, operating instructions, etc., elsewhere specified, the Contractor, at the conclusion of the Work and before final payment is made, shall furnish a listing, giving names, addresses, and telephone numbers of all subcontractors and material suppliers who furnished labor or materials on the job, with identification of the services rendered. There shall be provided one copy for the Engineer and three (3) copies for the Owner, bound into the operations and maintenance manuals.

- 41. GUARANTEE AFTER COMPLETION:** The Contractor expressly warrants and guarantees that the project will be constructed in a first-class, workmanlike manner in all respects; that it will be safe, free from structural defects and defects in workmanship and materials; and that the improvements will be suitable and fit for occupancy and for the purpose for which they were intended.

Neither the Engineer or Owner's final estimate, Board of Trustees approval, nor payment of the Final Application for Payment or of any sum withheld from the Contractor, shall relieve the Contractor of responsibility for his warranty or for faulty materials or workmanship. Unless otherwise specified below, the Contractor shall remedy any defects due thereto, and pay for any damages resulting therefrom, which shall appear within a period of two (2) years from the Date of Completion set forth in the Owner's Letter of Acceptance. The Contractor's guarantee shall not extend to manufactured equipment which has been specified and purchased for the project and for which a separate guarantee has been issued to the Owner by such manufacturer.

The Owner, Engineer, and the Contractor together shall make at least three (3) complete inspections of the Work after the work has been accepted by the Owner. One such inspection shall be made approximately six (6) months after the acceptance of the Work; and another such inspection shall be made approximately twelve (12) months after the acceptance of the Work; and a third such inspection shall be made twenty-three (23) months after the acceptance of the Work. The Engineer shall make a written report of these inspections certified as to contents and date of inspection, and forward these reports by mail to the Owner and Contractor within seven (7) days after completion of the inspections. The Contractor shall immediately initiate such remedial work as may be necessary to correct any deficiencies or defective work shown by this report, and shall promptly complete all such remedial work in a satisfactory manner.

If the Contractor fails to promptly correct all deficiencies and defects shown by the report, the Owner may do so itself, after giving the Contractor ten (10) days' written notice of its intention to do so. The Owner shall be entitled to collect from the Contractor all costs and expenses incurred by it in correcting such deficiencies and defects, as well as damages resulting from such deficiencies and defects. The guarantee and warranties of the Contractor are in addition to and not in lieu of any other remedies available to the Owner.

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42. **MISCELLANEOUS KEYS, SWITCHES, ETC:** Except as otherwise specifically required by the technical specifications at the completion of the project, all loose keys for hose bibbs, adjustment keys and wrenches for door closers and panic hardware, keys for electric switches, electrical panels, and all other equipment shall be identified and accounted for and turned over to the Engineer for transmittal to the Owner.
43. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

44. **LABOR DISPUTES:** Notwithstanding any other provision contained elsewhere herein, and superseding any contrary term expressed herein, the Contractor agrees that in the event of any picket or other form of labor dispute at the construction site, whether that dispute or picket is in connection with the Contractor, subcontractor or any other person or entity on the construction site, the Contractor will continue to perform the Work required herein without interruption or delay. In the event the Contractor fails to continue the performance of the Work included herein, without interruption or delay, because of such picket or other form of labor dispute, the Owner may terminate the services of the Contractor after giving forty-eight (48) hours written notice of an intent to do so. The terminated Contractor may then be replaced at the discretion of the Owner and all extra costs involved in doing so shall be payable by the terminated Contractor.

During the performance of the Work required by the Agreement, the Contractor and his subcontractors and their employees, agents or suppliers, will use such entrance or entrances to the construction site that may be designated from time to time by the Owner. Further, the Contractor and his subcontractors, their employees and agents shall perform the Work at such times of the day and days of the week as may be designated by the Owner from time to time.

45. **LIMITATION OF ACTIONS:** Any actions against the Contractor, his subcontractors, suppliers or others providing materials or services for the project, to recover damages for injury or loss to person or property, including loss or damage to the Work or the project itself, or defects in materials, caused by the design, planning, supervision, inspection,

manufacture, supplying, construction or observation of construction of the project shall be brought within six (6) years after such claim for relief arises and the nature, extent and cause is fully discovered. In no case shall such an action be brought more than fifteen (15) years after the Date of Completion and acceptance of the project.

- 46. COLORADO PREFERENCES:** In compliance with Colorado Revised Statutes, §§ 8-17-101 and 8-17-102, preference shall be given to Colorado labor in the several classifications of skilled and common labor, and not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed shall be Colorado labor. The term "Colorado labor" means any person who has been a bona fide resident of the State of Colorado at the time of employment without discrimination as to race, color, creed, religion, age, sex, national origin, or disability. By reference, the entire provisions of said statutes are made a part of this section.

In compliance with Colorado Revised Statutes, § 8-19-101, preference shall be given to Colorado resident bidders against nonresident bidders from another state or foreign country. Preference shall be equal to the preference of a nonresident bidder in the state or foreign country, in which the nonresident bidder is a resident.

- 47. SALES AND USE TAX REFUND:** The Contractor shall consult and coordinate with the Owner to ascertain whether a sales or use tax may be collectable on purchases of materials, supplies and equipment used for this project by the Contractor. Whenever possible, the Contractor shall have materials, supplies, and equipment for this project delivered to the construction site by common carrier, conveyance by the seller, or by mail to avoid city or municipal sales and use taxes for which refunds will not be made to the Owner.

The Owner is exempt from the payment of any State sales and use taxes for materials, supplies and equipment used upon this project by the Contractor and subcontractors. For the purpose of exercising such exemption, the Contractor and all his subcontractors shall be responsible for the fulfillment of the following requirements:

- A. The Contractor and all subcontractors shall apply for and obtain a Certificate of Exemption of State sales/use taxes for the project from the Colorado Department of Revenue. A copy of such shall be filed with the Owner. No materials shall be purchased nor shall any work be commenced hereunder until such certificate is obtained.
- B. The final bill submitted by the Contractor for final payment shall show the net cost of all materials purchased by the Contractor and all subcontractors.
- C. At the time of final completion, the Contractor and his subcontractors shall execute affidavits, in duplicate, showing the amount of local municipal sales or use taxes, if any, paid by the Contractor or subcontractors upon materials used on the project, which affidavits shall further state that all such materials have been "built in" to the project, and where books and records and other substantiating evidence of payment

of said tax are located and where they may be examined by appropriate governmental authorities, if such examination is required.

- D. The Contractor and all subcontractors shall maintain sufficient records to verify the amount of sales and use taxes paid to any local governmental entity. Failure to keep such records, resulting in the inability of the Owner to claim a refund for sales and use taxes for such materials, if allowed, shall render the Contractor or subcontractor liable for the amounts of such tax refund as determined by the Engineer's cost estimates of such materials.

- 48. LIENS AND CLAIMS:** Colorado statutes do not provide for any right of lien against public buildings. In lieu thereof, § 38-26-107, Colorado Revised Statutes, as amended, provides relief for any claimant having furnished labor, materials, rental machinery, tools, equipment, or services toward construction of particular public work, in that final payment may not be made to a Contractor until all such creditors have been put on notice by publication press of such pending payment and given opportunity to stop payment to the Contractor in the amount of such claims. See Completion, Final Inspection, Acceptance and Final Payment.

TOWN OF LYONS
SPECIAL PROVISIONS

The following Special Provisions shall be a part of the Contract Documents for this project. The Contractor shall follow these Special Provisions. In the event of a conflict, these Provisions shall be considered to prevail.

- 01 GENERAL CONDITION Article 02 will be modified as follows: LANDSCAPE ARCHITECT for this PROJECT is **DHM DESIGN CORPORATION**.
- 02 CONTRACTOR's Liability Insurance: CONTRACTOR's Liability Insurance will also include **TOWN OF LYONS**, as additional insured per GENERAL CONDITION Article 15.
- 03 Indemnification: In addition to those specified in GENERAL CONDITION Article 18, **TOWN OF LYONS**, shall also be indemnified and held harmless.
- 04 No formal construction staging area has been identified for this PROJECT. OWNER and CONTRACTOR shall determine the final location and size of the staging area prior to construction. CONTRACTOR shall be responsible for securing a staging area.
- 05 It is CONTRACTOR's responsibility for all construction surveying and to maintain these stakes. Survey control for the construction staking has been provided on the DRAWINGS.
- 06 CONTRACTOR shall forward the following submittals to OWNER for review and acceptance prior to any construction:
 - .01 A detailed construction schedule as specified in DIVISION 01: GENERAL REQUIREMENTS, Section 01 32 00, Construction Progress Documentation is to be submitted at the pre-construction conference.
 - .02 A Water Control Plan, if required, submitted at the pre-construction conference.
 - .03 A State Dewatering permit required by the CONTRACTOR and sub-contractors.
 - .04 Certificates of Insurance of the types and limits as specified in GENERAL CONDITIONS, Article 15, provided prior to start of WORK.
 - .05 PERFORMANCE and PAYMENT BONDS, provided within ten (10) days after receipt of NOTICE OF AWARD.
 - .06 All materials submittals, including reinforced concrete pipe, hot bituminous pavement, concrete, riprap, boulders, grout, water line pipe and appurtenances, safety rack, irrigation, seeding, plant material and any other materials to be used in the construction. The cost of the submittals will not be measured and paid for separately but will be included in the cost of the WORK.

- .07 The anticipated start date for this PROJECT is **December 1, 2016**.
- .08 CONTRACTOR shall provide OWNER with a red-lined set of as-constructed DRAWINGS for the PROJECT, showing those items of WORK that were modified during construction.

09. SITE AND DOCUMENT EXAMINATION

The bidder is required to examine carefully the work site, the proposal form, plans, specifications, special provisions and contract forms for the work contemplated. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered for performing the work as scheduled, and as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the plans, specifications, special provisions and contract. The submission of the proposal shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to all the conditions and contingencies.

Failure or omission on the part of the Contractor to make the necessary examination and investigation will not be accepted as justification for unsuccessfully fulfilling every detail of the Contract and its Special Provisions.

When the plans or special provisions contain information relative to subsurface exploration, locations of underground structures, borings, soundings, water levels, elevations, profiles or other investigations, such information represents only the best knowledge of the Engineer and was obtained for design and estimating purposes only. It is made available to the bidder to provide him/her with the same information available to the Engineer, and is not intended as a substitute for personal investigation, interpretation and judgment of the bidder.

10. CONTRACTOR QUALIFICATIONS

The Contractor's ability to perform the contract work, as described, and to supply the proper qualifications and references, as required, is a requirement to submit his/her bid. The Owner reserves the right to reject the low bid if the Contractor fails to meet the criteria described herein or is unable to demonstrate the proper qualifications to complete the work, including in a timely manner.

11. NOTIFICATION OF RESIDENTS AND BUSINESSES

The Contractor is required to notify the businesses and residents abutting the construction areas, in writing, with a copy to the Engineer, at least 72 hours prior to the start of construction, prior to beginning work.

12. SAFETY, HEALTH AND SANITATION

The Contractor shall comply with all Federal, State and local laws governing safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. The Contractor shall be responsible for safety on the entire project site, including all other trades.

The Contractor, before commencing work, shall designate a qualified and experienced safety representative whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions for the duration of the contract. In the absence of a designation, the Contractor agrees that the field job superintendent, or foreman, will be that person. The Contractor shall submit emergency after hours contact information, along with the project foreman's, and safety representatives.

13. PROGRESS PAYMENTS

The Contractor may submit a request for payment in writing once per month. The Contractor shall submit the pay request using forms available from the Engineer. The request shall include an estimate of the

quantities of work performed to date and the value thereof at Contract or agreed unit or lump sum prices. The Town will issue a partial payment after review and acceptance of the estimate by the Engineer.

14. FINAL PAYMENT

When the project has been completed and accepted by the Engineer, the Engineer will prepare the final report of the quantities of the various classes of work performed. Once the Contractor and/or Subcontractors have reviewed and accepted the final quantity report, then the Contractor shall make a final pay request. At the time of final pay request submittal, the Contractor shall include the following:

- A. Final pay request corresponding to the final report of quantities.
- B. Final conditional lien waivers for the Contractor, Subcontractors, and material suppliers on a Town provided Waiver of Lien form.

After acceptance of the project by the Town Board, the Contractor will be paid the entire sum found to be due after deducting all previous payments and all amounts to be deducted under the provisions of the Contract.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The making of final payment shall not release the surety nor constitute a waiver of rights by the Town. The guarantee in the Work Guarantee Section of the Special Provisions is cumulative and not exclusive.

15. MATERIAL STORAGE

All materials or equipment to be used in construction shall be stored on site or at a Contractor's site and should not be stored on private property without written permission from the property owner. If material or equipment is stored outside of the right-of-way or construction work limits, the Contractor shall supply the Engineer with written notice of agreement with the appropriate landowner(s) including a restoration plan. A reasonable amount of material or equipment that will be used immediately during construction may be stored adjacent to the work site, but only to the extent that is absolutely necessary to avoid delay in construction. Temporary erosion control measures (silt fences, rock filled erosion control bags, or inlet protection) shall be used around or down grade of all stockpiled topsoil, crushed stone, fill material, and/or borrow material. Temporary fencing may be necessary to protect stored materials.

16. EROSION CONTROL

The Contractor shall prepare and submit an erosion control plan to the Engineer within 3 days of beginning work. The contractor must secure a SWMP permit prior to beginning work. The Contractor may use the plans provided in the Contract documents as a minimum basis. No work shall commence until the Erosion Control Permit has been approved by the Engineer and implemented by the Contractor.

Erosion control inspections by the Contractor shall take place weekly (every 7 days) or within twenty-four (24) hrs of a storm producing at least 0.2 inches of precipitation.

The Contractor shall minimize dust dispersion during construction by applying water or other Engineer-approved methods or materials. Dust control will be considered incidental to the project costs.

Inlet Protection shall provided in the form of rock socks, straw wattles, silt fence, or other alternate, but similar methods. Inlet protection is required at inlets within the project zone, at culverts within the project zone and at the first inlet or culvert downstream within 100' of the project zone.

Edge protection of the work zone is required where the excavations abut the St Vrain Creek.

Edge protection should consist of the installation of straw wattles or other approved methods.

Edge protection is also required along the frontage of abutting lots.

Erosion protection shall be removed, as the Engineer determines, after stabilizing the site to the extent that future erosion is unlikely. The area where the erosion control devices were located shall be cleaned and restored after removal. The Contractor owns all materials remaining after removal and is responsible

for their disposal off the right-of-way. This work will be considered incidental to the respective bid item removed.

All Best Management Practices (BMP's) installed shall be maintained which may include cleaning, repairing, replacing like BMP as needed and directed by the engineer. Maintenance of BMPs shall be considered incidental to the respective bid item maintained. Contractor will be required to clean and restore private property that is impacted by construction related and sediment laden storm water runoff.

17. Incidental material is defined as material that is displaced by pipe, bedding, boulders, structures, or related items that are identified by their corresponding BID ITEM
18. All WORK shall be completed in accordance with recommendations of the geotechnical report titled **GEOTECHNICAL REPORT, BOHN PARK FLOOD RECOVERY PROJECT, LYONS, COLORADO**, completed by Shannon & Wilson on May 31, 2016. A copy of the report is included in the CONTRACT DOCUMENTS
19. CONTRACTOR shall provide written notifications to all adjacent property owners prior to starting construction. CONTRACTOR will be responsible for maintaining access to all properties at all times during construction.
20. CONTRACTOR will be responsible for maintaining water and sewer service to all properties at all times during construction.
21. The CONTRACTOR shall be responsible for coordination with all utility companies necessary for the completion of the project. The CONTRACTOR shall work with the appropriate utility companies in verifying locations and scheduling relocations, as required, by the utility companies.

Any information concerning underground utilities shown on the construction plans is intended to be merely an aid to the CONTRACTOR. The accuracy of information furnished is not guaranteed and the CONTRACTOR must independently verify utility information. The CONTRACTOR shall notify all utility companies or privately owned organizations who may have installations in the area where work is to be performed and solicit their aid in locating utilities. All utilities shall be protected or repaired at the CONTRACTOR's expense.

22. Groundwater: The CONTRACTOR shall be aware that high groundwater levels exist throughout the project area. The Contractor is required to complete water control and dewatering for all aspects of the WORK. The Geotechnical report includes construction dewatering considerations. It should be noted that the considerations included in the report are only a suggestion and it is the CONTRACTOR's responsibility to design and implement a water control and dewater plan for construction of all components of the project including but not limited to; erosion and sediment control, earthwork, reinforced concrete culvert and low flow trail crossing; trail; all components of the drop structures; and utility relocations. All WORK shall be completed in dry conditions. The CONTRACTOR is responsible for submitting a water control and dewatering plan for review and approval prior to construction.

23. SURPLUS EXCAVATED MATERIAL

All surplus excavated material shall be stockpiled or placed in locations indicated on the plans and as directed by the Engineer. The cost of disposal shall be incidental to the Contract. No surplus excavated material shall be deposited within waters of the State, flood plains or wetlands.

24. FULL DEPTH BITUMINOUS AND CONCRETE SAW CUTS

The Contractor shall provide full depth asphalt where utility cuts are necessary in 2nd Avenue for connecting sewer, water and any other utility connections required.

25. REMOVING PAVEMENTS AND WALKS

Not used

26. COLD OR HOT MIX ON TRENCHES

Not Used

27. INCIDENTAL COSTS

Unless specifically noted in the project bid sheet, all costs associated with the project not listed in the bid sheet are considered to be incidental to the work and the contractor shall include those costs within the unit prices established for the project. Some incidental costs are listed earlier in these Special Provisions. Other incidental costs include, but are not limited to, such items as construction staking, contractors independent materials testing, excess material disposal, erosion control, saw cutting, public notifications, fencing, re-setting of signs, by-pass pumping, adjusting rims of castings, cleanup, restoration, intermediate patching, daily trench backfill and re-opening, acceptance testing, temporary blow offs and fittings, permits, utility locates and notifications, etc.

28. CONTACT QUANTITY ADJUSTMENTS

The Owner reserves the right to change quantities without constituting a material change to the character of the work; such changes shall not be considered an extra to the Contract because of the Change. The bid quantities are estimates only and conditions will be surveyed before and after construction to determine final quantities.

29. WORK SCHEDULING AND COORDINATION

The Contractor will be required to prepare a detailed schedule that outlines the work in each area including the limits of shut-downs, segments installed and tested, sequence for installation and re-connections including the testing requirements. The Contractor will need to work with the Town Engineer and Public Works to successfully implement the systems with minimal disturbance to residents or businesses.

30. Project Construction:

The LANDSCAPE ARCHITECT shall have no authority, control or responsibility over for the means, methods, techniques, sequences or procedures selected by the CONTRACTOR, or for safety precautions and programs incident to the CONTRACTOR's work in progress, for any failure of the CONTRACTOR to comply with Laws and Regulations applicable to the CONTRACTOR's performing the WORK in accordance to the Contract Documents.

31. As-Constructed Drawings:

CONTRACTOR shall provide the OWNER a final set of as-constructed drawings showing elevations of key project elements, inverts of pipes, culverts, critical utilities, elevations of structures, grading, etc. completed by a registered Colorado Land Surveyor. As-constructed drawings shall be completed in a format and detail that can be used for verification of grades and elevations after project completion.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with the Town of Lyons, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://e-verify.uscis.gov/enroll/>.

FEMA CFR 13.36

Affirmative Steps Taken

Project Name and Number:

Contractor:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists? How was this accomplished (please add supporting documentation if applicable)? If this was not done explain why.
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever there are potential sources. How did you reach out to these businesses (add documentation if applicable)? If this was not done explain why.
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises? What requirements were broken out into smaller tasks or quantities? If this did not occur please explain why.
4. Establish delivery schedules, where requirement permits, which encourages participation by small and minority businesses, and women's owned business enterprises. Were you able to established delivery schedules that encouraged these businesses to participate? If not explain why.
5. Use the Small Business Administration and Minority Business Development Agency of Department of Commerce to solicit these businesses. Please confirm these sites were utilized, if they were not please explain why.

6. Require prime contractors to take these steps in subcontracting. Please document that you have encouraged your prime contractors take the five affirmative steps listed above to reach out to small and minority and women's owned business enterprises.

Prepared By:_____

Date:_____

Reviewed By:_____

Date:_____

Approved By:_____

Date:_____

****For each step enter what actions were taken to meet the requirement**

****If the step could not be fulfilled enter reason why in detail**

****Attach any supporting documentation or reports or responses of the businesses contacted**

****EVERY REQUIREMENT HAS TO BE ADDRESSED**

T. Sanders 7/16/15

Attachment D

PATENT RIGHTS (SMALL BUSINESS FIRMS AND NONPROFIT ORGANIZATIONS)

(a) Definitions

(1) **Invention** means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) **Subject invention** means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) **Practical Application** means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) **Made** when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) **Small Business Firm** means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) **Nonprofit Organization** means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The Contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the

agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

(d) Conditions When the Government May Obtain Title

The Contractor will convey to the Federal agency, upon written request, title to any subject invention -

(1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the agency may only request title within 60 days after learning of the failure of the contractor to disclose or elect within the specified times.

(2) In those countries in which the Contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the

geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the appropriate patent rights clause required by _____FEMA_____ (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the Contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the Contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;

(2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary may review the Contractor's licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

(Complete According to Instructions at 37 C.F.R. §401.5(b)). [Insert the awarding agency's designated central point of contact for communications on matters relating to this clause, including name, position held, address, telephone number, and email address. Also insert any additional instructions pertaining to communications regarding this clause.]

(b) When the Department of Energy (DOE) determines to use alternative provisions under § 401.3(a)(4), the standard clause at § 401.14(a), of this section, shall be used with the following modifications unless a substitute clause is drafted by DOE:

(1) The title of the clause shall be changed to read as follows: Patent Rights to Nonprofit DOE Facility Operators

(2) Add an “(A)” after “(1)” in paragraph (c)(1) and add subparagraphs (B) and (C) to paragraph (c)(1) as follows:

(B) If the subject invention occurred under activities funded by the naval nuclear propulsion or weapons related programs of DOE, then the provisions of this subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). In such cases the contractor agrees to assign the government the entire right, title, and interest thereto throughout the world in and to the subject invention except to the extent that rights are retained by the contractor through a greater rights determination or under paragraph (e), below. The contractor, or an employee-inventor, with authorization of the contractor, may submit a request for greater rights at the time the invention is disclosed or within a reasonable time thereafter. DOE will process such a request in accordance with procedures at 37 CFR 401.15. Each determination of greater rights will be subject to paragraphs (h)-(k) of this clause and such additional conditions, if any, deemed to be appropriate by the Department of Energy.

(C) At the time an invention is disclosed in accordance with (c)(1)(A) above, or within 90 days thereafter, the contractor will submit a written statement as to whether or not the invention occurred under a naval nuclear propulsion or weapons-related program of the Department of Energy. If this statement is not filed within this time, subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). The contractor statement will be deemed conclusive unless, within 60 days thereafter, the Contracting Officer disagrees in writing, in which case the determination of the Contracting Officer will be deemed conclusive unless the contractor files a claim under the Contract Disputes Act within 60 days after the Contracting Officer's determination. Pending resolution of the matter, the invention will be subject to subparagraph (c)(1)(B).

(3) Paragraph (k)(3) of the clause will be modified as prescribed at § 401.5(g).

(c) As prescribed in § 401.3, replace (b) of the basic clause with the following paragraphs (1) and (2):

(b) Allocation of principal rights. (1) The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause, including (2) below, and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(2) If the Contractor performs services at a Government owned and operated laboratory or at a Government owned and contractor operated laboratory directed by the Government to fulfill the Government's obligations under a Cooperative Research and Development Agreement (CRADA) authorized by 15 U.S.C. 3710a, the Government may require the Contractor to negotiate an agreement with the CRADA collaborating party or parties regarding the allocation of rights to any subject invention the Contractor makes, solely or jointly, under the CRADA. The agreement shall be negotiated prior to the Contractor undertaking the CRADA work or, with the permission of the Government, upon the

identification of a subject invention. In the absence of such an agreement, the Contractor agrees to grant the collaborating party or parties an option for a license in its inventions of the same scope and terms set forth in the CRADA for inventions made by the Government.

Exhibit B

**ATTACHMENT A
DEFALCO CONSTRUCTION
BIDDER'S QUALIFICATION DATA**

All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached. The Bidder may submit additional information.

1. Name of Bidder: **DeFalco Construction Company**
2. Main Office Address: **7510 Johnson Drive, Frederick, Colorado 80504**
3. Phone: **303-651-1100** Fax: **303-651-1171** Email: **admin@defalcoconstruction.com**
4. Bidder's Federal Tax Identification Number: **84-0486436**
State Contractors License Number: **796A**
5. The Bidder is organized as a: **Corporation**
6. The date the Bidder was organized in its current form: **1959**
7. If a corporation, the state where it is incorporated: **Colorado**
8. How many years have you been engaged in the contracting business under your present firm or trade name: **57 years**
9. Contract(s) on hand: (List these, showing amount of each contract and the anticipated completion date.)

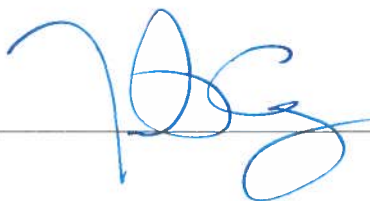
Job:	City of Longmont Downtown Alley Improvements Phase 2 – West Side	\$ 2,623,916.79	Anticipated Completion Date: 10/16
Job:	Town of Lyons Capital Improvements – Confluence Area	\$ 2,200,863.20	Anticipated Completion Date: 11/16
Job:	Town of Lyons US 36 Streetscape - Stone Canyon Road	\$ 2,871,734.96	Anticipated Completion Date: 12/16
Job:	City of Longmont Carter Lake Pipeline Connecting Line – Fixed Sleeve Valve Removal	\$ 75,141.01	Anticipated Completion Date: 10/16
Job:	City of Loveland Cherry Ave. & Walnut Ave. Waterline Replacement	\$ 163,281.51	Anticipated Completion Date: 12/16

General Character or work performed by your company: Roadwork, Earthwork, Riprap, Utilities, ie, Sewer, Water, and Storm, Concrete Curb & Gutter, Bridge & Box Culvert, Stream Drainage, etc....

10. Have you ever been debarred or suspended by a government from consideration for the award of contracts? **NO**
11. Have you ever been charged liquidated damages on a contract? **NO**
12. List your major equipment AVAILABLE FOR THIS PROJECT:
Please see attached sheet
13. List three projects of similar nature to this project

- a. Job/\$ Coal Creek Trail Restoration \$ 1,003,695.28
Contact Name/Phone: Peter F Johnson 303-661-1275
- b. Job/\$ Weld County Permanent Flood Repair Project \$697,057.52
Contact Name/Phone: Clay Kimmi 970-304-6496 x3741
- c. Job/\$ Left Hand Creek 2013 storm Channel Repairs \$2,691,826.27
Contact Name/Phone: Steve Ransweiler 303-774-4532
14. Provide a list of all work performed by your company in the last three years over \$50,000 include type of job with owner's name and phone number. **Please see attached sheet.**
15. Background experience of the principal members of your organization, including officers:
Please see attached sheet
16. Bonding Limit: \$10,000,000.00
17. Bonding Company: Holmes Murphy & Associates Phone # 303-7283-9968
Address: 7600 E Orchard Rd #330, Greenwood Village, CO 80111
18. Bank Reference(s): Guaranty Bank
19. Will you, upon request, complete a detailed financial statement and furnish any other relevant information that may reasonably be required by the City of Longmont? **Yes** No

CONTRACTOR: _____


DEFALCO

DATE: _____

Nov 9, 2016

Background and Experience

Anthony "Skip" DeFalco is the Vice President/Construction Manager. He has been in his current position for the past 43 years.

Tony DeFalco is President and has been in his position for 8 years with this company and has 12 years experience in the civil construction field.

Trent Casey is the Senior Estimator/Project Manager and has been in his current position for 12 years. He also has 24 years of experience in the construction business.

John Carter is Superintendent and has been in his position for 36 years with DeFalco Construction Company.

Jack Rumsey is Superintendent and has been in his position for 16 years with DeFalco Construction Company. He has 26 years experience in the field of Civil Construction.

Dan Bottorff is Superintendent, and been in his position for 3 years with DeFalco Construction Company. He has 25 years experience in the field of Civil Construction.

Kelly Shain is an CCA Certified Traffic Control Supervisor and has been in his position for 2 years with DeFalco Construction Company. He has 5 years experience in the field of Traffic Control as well as Civil Construction.

DeFalco Construction Company is a local, employee-operated company built on lasting relationships and a commitment to deliver quality construction services from project estimation to completion. We take pride in providing superior service to our client partners. Project estimation, management, onsite supervision and operations are overseen by highly experienced employees, ensuring quality workmanship no matter how big or small the project.

Our dedication to quality shows in every aspect of the company. Beyond financial stability with excellent bonding capacity, DeFalco Construction Company strives to offer the most cost-effective pricing and can do so with ownership and maintenance of a wide-ranging fleet of heavy equipment and construction resources. We maintain a strong commitment to safety, garnering four zero incidence awards from the Colorado Contractors Association as well as the Colorado's Best Overall Safety Performance award in 2005.

DeFalco Construction Company has been providing unmatched civil construction services since 1904 and was incorporated in Colorado in 1959.



Services

As general contractor of civil construction projects we specialize in small-to-large residential, commercial and industrial subdivisions as well as municipal and governmental projects along the Front Range – from Fort Collins to Denver.

We can fulfill the needs of any civil construction project from pre-construction to final completion. Recognizing every project is different and has various challenges, we uphold all of our expert earthwork, grading, utilities, infrastructure, streets, concrete, bridges, erosion control, drainage way construction and dams.

Further delivering only the best civil construction services, we not only own a wide range of heavy equipment and construction resources but maintain a strong team of professional and educated employees. Our dedicated, full-time maintenance staff keeps the fleet running, eliminating the potential for project delays. The result of our team's efforts is a streamlined cost structure for our clients.





ATTACHMENT D
BIDDER'S EQUIPMENT DATA

PICK-UPS

GMC – Sierra
Chevy – Silverado (Traffic Control)
Dodge – RAM 2500
Ford – Ranger
Chevy – Silverado
Chevy – Silverado
Ford – F-350 Crew Flatbed
Ford – F-150
Ford – F-250
Ford – F-250
Dodge – RAM 1500
Chevy – Crew – Flatbed
GMC – Sierra
Service Truck – GMC
Ford – F-550
Jeep – Grand Cherokee
Jeep – Cherokee

TRUCKING

Kenworth – Mobile Fuel Truck
Tanker – Water Truck – Single Axle
Tanker – Water Truck – Tandem Axle
Tanker – Water Truck – Tandem Axle
Dump Truck – Sterling – Tandem Axle
Dump Truck – Kenworth T800 – Tandem Axle
Dump Truck – Kenworth T800 – Tandem Axle
Semi Tractor – MACK
Semi Tractor – Kenworth

EARTHMOVING EQUIPMENT

Trencher – DitchWitch
Drill Seeder – 10ft.
Land Disk
Scraper – JD 862B
Scraper – JD 862B
Dozer – CAT D6H
Dozer – CAT D5M
Motor Grader – CAT 140H
Motor Grader – CAT 140H

BACKHOES & LOADERS

Backhoe – JD 310SJ TC
Backhoe – JD 310J
Backhoe – JD 310J
Backhoe – JD 310J
Backhoe – CAT 426C
Loader – JD 544K

Loader – JD 210LE

BACKHOES & LOADERS (Cont.)

Loader – JD 644H

Loader – JD 54H TC

Loader – JD 624H

Loader – JD 624H

Loader – JD 624H

Skid Steer – Bobcat T190

Skid Steer – Bobcat S650

Skid Steer – Bobcat T650

COMPACTION EQUIPMENT

Compactor – Bomag Smooth Drum Roller

Compactor – Bomag Sheepsfoot Roller

Compactor – HAMM 3412

Compactor – CASE 1102 Smooth Drum Roller

Compactor - IR Smooth Double Drum Roller

Compactor - REX Sheepsfoot

EXCAVATORS

Excavator – JD 450CLC Trackhoe (±100k lbs)

Excavator – JD 370 Trackhoe (±80k lbs)

Excavator – JD 330 CLC Trackhoe w/ Thumb (±75k lbs)

Excavator – JD 330 CLC Trackhoe (±75k lbs)

Excavator – JD 230 CLC Trackhoe w/ Thumb (±50k lbs)

Excavator – Hitachi 225 Trackhoe (±50k lbs)

Excavator - JD 135 C Trackhoe (±30k lbs)

Excavator – Hitachi 135 Trackhoe (±30k lbs)

MISC – TRAILERS, EQUIPMENT, ETC.

Office Trailer

Trailer – Lincoln Welder – Trailer Mounted

Trailer – Weed Sprayer - Trailer Mounted

Trailer - Goose Neck

Trailer - Tilt Utility Trailer

Trailer – Flatbed

Trailer – Load King Lowboy

Trailer – Lowboy Recovery

Trailer – Side Dump'r – Sidedump – semi tractor

Trailer - Utility - Steamer

Generator – Wacker – 25 KVV

Generator – Wacker – 25 KVV

Generator – IR – 30 KVV

Generator – IR – 30 KVV

Air Compressor – IR Air Trailer Mounted

Air Compressor – IR Trailer Mounted

Pumps – 2" – 6" Electric and gas Operated

Various Buckets, Shakers, Breakers Attachments – Backhoe & Tackhoe

FELC Under Shot – Bedding Conveyor (trackhoe)

Stihl Demo Saws

Compactors – Walk-behind – "jumping jack", plate compactors etc. – WACKER

Trench Box (Steel) – 20' x 8' GME – 2 EA

Trench Box (Steel) – 20' x 4' GME Stacker

Trench Box (Steel) – 24' x 8' GME

Trench Box (Steel) – 24' x 4' GME Stacker

Trench Box (Steel) – 8' x 8' GME

Trench Box (Steel) – 8' Manhole Box GME – 2 EA

Trench Box (Alum) – 4' Safe-T-Shore – 2 EA

Containment Storage – 6 EACH

TOWN OF LYONS
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that DeFalco Construction Company, * as Principal, and as ^{**}
Surety, are hereby held and firmly bound unto the Town of Lyons, Colorado (hereinafter called the "Owner") in
the penal sum of Ten Percent of Amount Bid---- Dollars

(Written)

(\$ 10%----), lawful money of the United States of America, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly to these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying
Bid dated November 8, 2016 for the:

2016 Lyons Bohn Park Flood Recovery Construction Project

Project Number: PW 20E1

as set out in the accompanying Bid.

WHEREAS, the Town as required as a condition for receiving said Bid that the principal deposit with the Owner
either a certified check equivalent to not less than ten percent (10%) of the amount of said Bid or in lieu thereof
furnish a Bid Bond for said amount conditioned such that in the event of failure to execute the proposed Contract for
such construction if the Contract is to be awarded to him, that said sum be paid immediately to the Town 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 therefore:

A. On the attached prescribed forms presented to him for signature, enter into a written Contract with the Town in
accordance with his Bid as accepted, and give a Performance Bond with good and sufficient sureties, as may be
required upon the forms prescribed by the Owner for the faithful performance and the proper fulfillment of said
Contract, or

B. Withdraw said Bid within the time specified, or

C. Pay to the Town the sum determined upon herein 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.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 28th
day of October, 2016 the name and corporate seal of each corporate party being hereto affixed
and these presents duly signed by its undersigned representative pursuant to authority of its governing board.

DeFalco Construction Company

Principal: Tony DeFalco - PRES.

Address: P.O. Box 820, Longmont, CO 80502

ATTEST:

By: Ben Hansen

Surety: Employers Mutual Casualty Company

Address: P.O. Box 712, Des Moines, IA 50306

BY: Florieta Acosta Florietta Acosta, Attorney-In-Fact

BY: Sarah Brown Sarah Brown, Surety Witness

10/7/2016

*Incorporated in the State of Colorado

**Employers Mutual Casualty Company, Incorporated in the State of Iowa

INSTRUCTIONS

- 1.1 The full firm name and residence of each individual party to the bond must be inserted in the first paragraph.
- 1.2 If the principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are partners composing the partnership (to be named), and all partners must execute the bond as individuals.
- 1.3 The state of incorporation of each corporate party to the bond must be inserted in the first paragraph and the bond must be executed under the corporate seal of said party attested by its secretary or other authorized officer.
- 1.4 Power of Attorney must accompany this bond when signed by other than an officer of either the principal or surety.
- 1.5 A standard printed bond form may be used in lieu of the foregoing form provided that the security stipulations protecting the Town are not in any way reduced by use of such standard printed bond form.

10/7/2016



THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER

P.O. Box 712 • Des Moines, IA 50306-0712

No. B41300

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation

5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

TODD BENGFOR, DONALD E. APPLEBY, MARK SWEIGART, SARAH BROWN, FLORIETTA ACOSTA, SUSAN J. LATTARULO, LEEANNE MEAUX

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2018 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

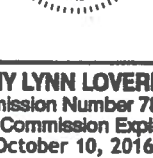
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

20th day of NOVEMBER, 2015.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freel
Michael Freel
Assistant Vice President

On this 20th day of NOVEMBER AD 2015 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on NOVEMBER 20, 2015 on behalf of:
TODD BENGFOR, DONALD E. APPLEBY, MARK SWEIGART, SARAH BROWN, FLORIETTA ACOSTA, SUSAN J. LATTARULO, LEEANNE MEAUX

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of October, 2016.

J D Clough Vice President

Lyons Bohn Park Flood Recovery Project

ID	Task Name	Duration	Start	November	December	January	February	March	April	May	June	July
				11/6	12/1	1/1	2/1	3/1	4/1	5/1	6/1	7/1
1	Mobilization	10 days	Thu 12/1/16									
2	Erosion Control	162 days	Thu 12/1/16									
3	Clear & Grub	10 days	Thu 12/15/16									
4	Utilities	30 days	Thu 12/29/16									
5	Structures	132 days	Thu 12/29/16									
6	Grading	40 days	Thu 12/29/16									
7	River Restoration	112 days	Thu 12/29/16									
8	Irrigation / Landscaping	62 days	Thu 2/23/17									
9	Electrical	87 days	Thu 2/23/17									
10	Park Construction	83 days	Wed 3/1/17									
11	Topsoil/Sod/Plantings	20 days	Mon 6/5/17									
12	Demobilization	10 days	Mon 7/3/17									

FEMA CFR 13.36

Affirmative Steps Taken

Project Name: Town of Lyons 2016 Bohn Park Flood Recovery

Contractor: DeFalco Construction Company

1. Place qualified SMW businesses on Solicitation lists.

DeFalco Construction Company (DCC) received notification of Bid through the Rocky Mountain E-Purchasing System. (www.RockyMountainBidSystem.com). There was not a stated goal for UDBE/DBE participation in the Contract Documents. However, DeFalco Construction notified local UDBE/ DBE subcontractors and suppliers and encouraged them to submit bids for the project.

Our Sample Invitation to bid can be provided if requested.

2. Assure SMW businesses are solicited whenever potential sources.

DCC invited CDOT UDBE/ DBE Businesses to bid as subcontractors/ Suppliers with follow up phone calls being made

In addition to the invited DBE firms, we also received quotes from the additional DBE firms through the advertisement on the Rocky Mountain E-Purchasing System

3. Divide total requirements into smaller tasks or quantities to permit maximum participation by such firms.

Attached is a copy of the project bid items issued in the request for bid from the Town of Lyons. All subcontractors/ suppliers are encouraged to bid on whichever items they are capable of providing for the project.

4. Establish delivery schedules which encourage participation.

"Key Milestone Dates" provided by the Town of Lyons in the request for bids and the Contract Documents.

5. Using SBA and Minority Business Development Agency of Department of Commerce.

DCC utilizes Colorado Department of Transportation's DBE Program to find and solicit qualified disadvantaged businesses.

6. Require prime contractor to take these steps in subcontracting.

As the prime contractor, DeFalco Construction is a small, local, civil construction company. DCC is an Equal Employment Opportunity Company. Also see responses above.

Prepared By: Tony DeFalco PRES. Date: 11/9/16

Reviewed By: Sharon Nyman Project Manager Date: 12/1/16
Toni S. Nyman

Approved By: _____ Date: _____

List all sub contractors performing more than 10% of the work

ITEM

SUB CONTRACTOR

CONCRETE FLATWORK

NORTH STAR CONCRETE

1220 S. GARFIELD AVE

LOWLAND CO.

970.203.0700

METAL FENCE

METRO FENCE

~~SEMI-TRAIL~~ BOARDWALK

SIGNATURE BRIDGE

SKATE PARK

GRIND LINE CONCRETE
SKATE PARK DESIGN & CONSTRUCTION

TENNIS COURT

SPORTS COURT of ROCKIES

PARADISE ROCK

INTERACTIVE DESIGN SOLUTIONS

LANDSCAPE & IRRIGATION

SABELLS LANDSCAPE

ELECTRICAL

GREAT WEST ELECTRICAL



SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DEFACON-01

CWATSON

DATE (MM/DD/YYYY)

10/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
TrueNorth
PO Box 847
Longmont, CO 80502

CONTACT NAME: Angela Gross

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS: agross@truenorthcompanies.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Westfield Insurance Company

24112

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

DeFALCO Construction Company
P O Box 820
Longmont, CO 80502

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TRA4946163	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			TRA4946163	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Town of Lyons, US36 Streetscape & Stone Canyon/McConnell Drive Pedestrian Signal

Certificate Holder is Additional Insured with respect to General and Auto Liability as per written contract. A waiver of subrogation in their favor applies with respect to General and Auto Liability as per written contract.

CERTIFICATE HOLDER

Town of Lyons
Attn: 80540
PO Box 49
Lyons, CO 80540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with the Town of Lyons, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

DEFALCO CONSTRUCTION 11/9/16
Company Name Date

ANTHONY J. DEFALCO
Name (Print or Type)

Tony Defalco
Signature

PRESIDENT
Title

Note: Registration for the E-Verify Program can be completed at: <https://e-verify.uscis.gov/enroll/>.

Bohn Park Bid Schedule

October 4, 2016 -

ADDENDUM #1 - October 14, 2016

ADDENDUM #2 - October 26, 2016

ADDENDUM #5 - November 2, 2016

Prepared By:

DHM DESIGN

LANDSCAPE ARCHITECTURE
URBAN DESIGN + LAND PLANNING
ECOLOGICAL PLANNING



Bid Item	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
BASE BID SCHEDULE NO. 1					
1	General Conditions / Mobilization	LS	1	\$ 212,144.18	\$ 212,144.18
2	6' Temporary Chainlink Construction Fence	LS	1	\$ 5.06	\$ 5.06
3	Traffic Control	LS	1	\$ 8,962.04	\$ 8,962.04
4	Tree Protection Fencing	LS	1	\$	\$
5	Construction Surveying	LS	1	\$ 15,900.00	\$ 15,900.00
6	Miscellaneous Demolition / Debris Removal	LS	1	\$ 42,765.70	\$ 42,765.70
7	Clearing and Grubbing	LS	1	\$ 8,923.08	\$ 8,923.08
8	Earthwork (Cut)	CY	11,500	\$ 6.94	\$ 79,810.00
9	Earthwork (Fill)	CY	5,200	\$ 4.43	\$ 23,036.00
9.5	Earthwork Screen and Compact Fill Material at Designated Location in Park	CY	6,800	\$ 10.88	\$ 73,976.00
10	Native seed disturbed areas	LS	1	\$ 265.00	\$ 265.00
11	Additional Construction Surveying	HRS	40	\$ 116.60	\$ 4,664.00
River Restoration					
12	Construction Layout and Staking	LS	1	\$ 40,704.00	\$ 40,704.00
13	Water Control	LS	1	\$ 33,667.22	\$ 33,667.22
14	Clearing and Grubbing	LS	1,000	\$ 12,821.60	\$ 12,821.60
15	Tree Removal (4" Diameter and Greater)	EA	16	\$ 2,548.68	\$ 40,778.88
16	Stump Removal	EA	16	\$ 437.14	\$ 6,994.24
17	Sandstone flat Boulders 3'-4'	TN	430	\$ 208.95	\$ 89,848.50
18	Earthwork, Excavation and Haul offsite	CY	8,700	\$ 13.28	\$ 115,536.00
19	Earthwork Excavation, Cut/Fill onsite	CY	1,300	\$ 10.29	\$ 13,377.00
20	Terracing sandstone flat boulders 3'-4'	TN	450	\$ 188.34	\$ 84,753.00
21	Stairs - sandstone flat boulders 5'-6'	TN	75	\$ 208.44	\$ 15,633.00
22	Boulders 3'-4'	TN	860	\$ 139.07	\$ 119,600.20
22a	Boulders 2'	TN	420	\$ 118.82	\$ 49,904.40
23	Riprap scour pool protection	CY	120	\$ 65.76	\$ 7,891.20
24	Trees with Root Wad	EA	50	\$ 2,127.27	\$ 106,363.50
25	Ballast Boulders	TN	230	\$ 136.37	\$ 31,365.10
26	Habitat Boulders 3'-4'	TN	150	\$ 133.46	\$ 20,019.00
27	Habitat Boulders 5'-6'	TN	115	\$ 156.58	\$ 18,006.70
28	Crests and Toes Boulders 3'-4'	TN	400	\$ 124.49	\$ 49,796.00
29	Rip Rap	CY	835	\$ 69.65	\$ 58,157.75
Additional Included Items					
30	Additional Excavator Time as directed by S2o	HR	40	\$ 177.97	\$ 7,118.80
Ecological Restoration					
31	Erosion Control Fabric (Nedra Koir Mat 700)	SY	3254	\$ 5.72	\$ 18,612.88
32	Import Topsoil (6" thick)	CY	1097	\$ 40.17	\$ 44,066.49
33	Soil Amendment - A-1 Organics Biocomp, Class 1 (100 CY/AC) - Material Only	AC	1.36	\$ 3,180.00	\$ 4,324.80
34	Soil Amendment - Granular Endo Mycorrhizal Inoculum (20#/AC) - Material Only	AC	1.36	\$ 795.00	\$ 1,081.20
35	Soil Amendment - Granular Humate (250#/AC) - Material Only	AC	1.36	\$ 360.40	\$ 490.14
36	Soil Amendment - Biosol 7-2-1 Organic Fertilizer (1500#/AC) - Material Only	AC	1.36	\$ 2,120.00	\$ 2,883.20
37	Soil Amendment - Application and Tillage (6" - 12" depth multiple passes)	AC	1.36	\$ 4,770.00	\$ 6,487.20
38	Seeding - Drill Seeding	AC	2.66	\$ 1,325.00	\$ 3,524.50
39	Straw Mulch (4000#/AC), Crimp, Tackifier	AC	2.66	\$ 1,791.40	\$ 4,765.12
40	Planting - Herbaceous Wetland Plants (16 Cl)	EA	2370	\$ 4.77	\$ 11,304.90
41	Planting - Willow Tublings (10 Cl X 2' OC) and/or Willow Cuttings (4' long x 3/4" min)	EA	1183	\$ 3.71	\$ 4,388.93
42	Planting - Deciduous Trees & Shrubs (14" Tall 1-GAL)	EA	872	\$ 21.20	\$ 18,486.40
43	Planting - Deciduous Trees (5 GAL)	EA	79	\$ 59.36	\$ 4,689.44
44	Planting - Deciduous Trees (2" CAL)	EA	58	\$ 450.50	\$ 26,129.00
45	Maintenance - Weed Control - Herbicide (2 Years)	AC	2.66	\$ 4,028.00	\$ 10,714.48
46	Maintenance - Seed (2 Years)	AC	2.66	\$ 6,996.00	\$ 18,609.36
47	Maintenance - Plants (Temporary Irrigation/Watering)	AC	2.66	\$ 5,512.00	\$ 14,661.92
48	Maintenance - Plants (2 Years)	AC	1.36	\$ 3,180.00	\$ 4,324.80

Flagstone Picnic Area					
49	Pre-Cast Concrete Picnic Table (new)	LS	1	\$ 3,000.00	\$ 3,000.00
50	3 Bank Grill 24" x 60"	EA	1	\$ 16,892.03	\$ 16,892.03
51	Stone Base for Grill	EA	1	\$ 15,900.00	\$ 15,900.00
52	Lyons Sandstone Seatwall	LF	35	\$ 121.39	\$ 4,248.65
53	Lyons Red Flagstone Plaza	SF	305	\$ 28.60	\$ 8,723.00
ADA Fishing Access					
54	Decorative Concrete	SF	475	\$ 22.18	\$ 10,535.50
55	Sculpted Decorative Concrete	SF	400	\$ 27.48	\$ 10,992.00
Elevated Boardwalk					
56	Elevated Boardwalk	LF	172	\$ 821.88	\$ 141,363.36
57	Steel Cable Railing	LF	344	\$ 235.30	\$ 80,943.20
58	Timber Headwall	LF	104	\$ 90.13	\$ 9,373.52
4th Avenue Pedestrian Bridge					
59	Install Bridge and abutments	LS	1	\$ 47,788.40	\$ 47,788.40
Civil					
Erosion Control (Bohn Park Only)					
60	- Silt Fence	LF	4,595	\$ 1.91	\$ 8,776.45
61	- Tree Protection	LF	4,009	\$ 4.11	\$ 16,476.99
62	- Erosion Control Log	LF	70	\$ 171.77	\$ 12,023.90
63	- Surface Roughening	AC	10	\$ 828.92	\$ 8,289.20
64	- Sediment Trap	EA	5	\$ 129.72	\$ 648.60
65	- Inlet Protection	EA	4	\$ 123.76	\$ 495.04
66	- Stabilized Staging Area	SF	19,816	\$ 0.58	\$ 11,493.28
67	- Concrete Washout Area	EA	1	\$ 535.19	\$ 535.19
68	- Vehicle Tracking Control	EA	2	\$ 937.83	\$ 1,875.66
Storm Sewer					
69	- Install 24" Class III RCP	LF	120	\$ 88.77	\$ 10,652.40
70	- Install 18" Class III RCP	LF	466	\$ 77.76	\$ 36,236.16
71	- Install 4" ADS Corrugated Slotted Drainage Pipe	LF	700	\$ 21.14	\$ 14,798.00
72	- Install 24" Flared End Sections	EA	3	\$ 2,220.54	\$ 6,661.62
73	- Install 6' Manhole	EA	1	\$ 3,565.75	\$ 3,565.75
74	- Install Type M Soil Riprap Basin at Pipe Outlet	CY	30	\$ 83.08	\$ 2,492.40
75	- Install Type M Soil Riprap	CY	52	\$ 73.94	\$ 3,844.88
Water Quality Pond Structures					
76	- Pond 1 Outlet Structure	LS	1	\$ 5,413.82	\$ 5,413.82
77	- Pond 2 Outlet Structure	LS	1	\$ 5,413.82	\$ 5,413.82
78	- Pond 4 Outlet Structure	LS	1	\$ 5,413.82	\$ 5,413.82
79	- Pond 1 Chase Drain	LS	1	\$ 4,852.02	\$ 4,852.02
80	- Pond 7 Chase Drain	LS	1	\$ 10,152.02	\$ 10,152.02
81	- Concrete Cross Pan	LS	1	\$ 2,753.14	\$ 2,753.14
Sanitary Sewer					
82	- Install 8" SDR-35 PVC Sanitary Sewer Main (complete-in-place)	LF	665	\$ 46.61	\$ 30,995.65
83	- Install 8" x 4" Wye Service Connection	EA	2	\$ 126.81	\$ 253.62
84	- Install 4" SDR-35 PVC Sanitary Sewer Service Line (complete-in-place)	LF	456	\$ 52.36	\$ 23,876.16
85	- Install 4-Ft. Manhole	EA	6	\$ 3,093.70	\$ 18,562.20
Electrical					
86	Parking Lot Lighting	LS	1	\$ 135,475.42	\$ 135,475.42
87	Electrical Service Distribution	LS	1	\$ 67,396.60	\$ 67,396.60
88	Site Lighting and Power	LS	1	\$ 135,099.12	\$ 135,099.12

Site Furnishings/Misc.					
89	Parking Kiosk	EA	2	\$ 13,641.79	\$ 27,283.58
90	CONCRETE PAVING: 8" GRAY, STANDARD FINISH – VEHICULAR PARKING AREAS	SF	4,400	\$ 8.71	\$ 38,324.00
91	CONCRETE PAVING: 5" GRAY, STANDARD FINISH – WALKS	SF	10,500	\$ 6.04	\$ 63,420.00
92	6" CRUSHER FINES PAVING – GREY (NON-STABILIZED)	SF	35,300	\$ 1.26	\$ 44,478.00
93	Picnic Areas	EA	14	\$ 2,239.31	\$ 31,350.34
94	CLASS 6 GRAVEL ROAD BASE – GRAVEL PARKING	SF	80,704	\$ 0.99	\$ 79,896.96
95	6"x6"x8' Brown Pressure Treated Timbers	EA	187	\$ 88.10	\$ 16,474.70
96	Stone Steps	LF	100	\$ 42.40	\$ 4,240.00
97	Step Railing	LF	26	\$ 304.67	\$ 7,921.42
98	Concrete Curb Stop	EA	209	\$ 64.09	\$ 13,394.81
99	Dumpster Enclosure	LS	1	\$ 17,752.88	\$ 17,752.88
100	Decorative Planters (9' Diameter Circle)	EA	5	\$ 8,171.86	\$ 40,859.30
101	Trash Receptacles (3 bay)	EA	4	\$ 2,088.42	\$ 8,353.68
102	Coal Bins	EA	4	\$ 685.32	\$ 2,741.28
103	Pre-Cast Concrete Picnic Tables	LS	1	\$ 14,000.00	\$ 14,000.00
103a	ADA Pre-Cast Concrete Picnic Tables	LS	1	\$ 4,000.00	\$ 4,000.00
104	Park Grill-Small	EA	16	\$ 631.60	\$ 10,105.60
105	Bike Rack (install only)	EA	2	\$ 99.36	\$ 198.72
105a	Bike Rack	EA	4	\$ 1,117.13	\$ 4,468.52
105b	Lyons Sandstone Landscape Boulder	EA	35	\$ 879.22	\$ 30,772.70
105c	Lyons Sandstone Boulder Retaining Wall	LF	717	\$ 302.29	\$ 216,741.93
106	2 Rail Wood Fence	LF	3,108	\$ 37.60	\$ 116,860.80
Irrigation					
107	Pump Station	EA	1	\$ 69,271.00	\$ 69,271.00
108	Power Drop	EA	1	\$ 26,718.36	\$ 26,718.36
109	Controller	EA	1	\$ 9,116.00	\$ 9,116.00
110	Drilling for new Well	EA	1	\$ 56,049.09	\$ 56,049.09
Structures					
111	Restroom - Custom (1,085 SF)	EA	1	\$ 451,030.00	\$ 451,030.00
112	MINOR CONTRACT REVISIONS	LS	1	\$ 150,000.00	\$ 150,000.00
BID ALTERNATE NO. 1A					
113	General Conditions / Mobilization	LS	1	\$ 22,525.01	\$ 22,525.01
114	Miscellaneous Demolition / Debris Removal	LS	1	\$ 3,813.56	\$ 3,813.56
115	Clearing and Grubbing	LS	1	\$ 2,691.55	\$ 2,691.55
Skate Park					
116	Skate Park (8000 SF)	LS	1	\$ 363,198.93	\$ 363,198.93
117	Skate Park Subdrain	LS	1	\$ 21,925.06	\$ 21,925.06
118	Native seed disturbed areas	LS	1	\$ 265.00	\$ 265.00
119	Lyons Sandstone Retaining Wall	LF	203	\$ 302.65	\$ 61,437.95
119a	Stone Steps	LF	32	\$ 42.40	\$ 1,356.80
119b	Step Railing	LF	12	\$ 302.14	\$ 3,625.68
119c	CONCRETE PAVING: 5" GRAY, STANDARD FINISH – WALKS	SF	3,000	\$ 5.72	\$ 17,160.00
120	Earthwork (Shape Fill from Base Bid Schedule)	CY	100	\$ 9.84	\$ 984.00
Landscape					
121	Shrubs/ Ornamental Grasses (5 gallon)	EA	108	\$ 59.36	\$ 6,410.88
122	Ornamental Trees (2" Caliper B&B)	EA	5	\$ 450.50	\$ 2,252.50
123	Deciduous Trees (2.5" Caliper B&B)	EA	24	\$ 567.10	\$ 13,610.40
Irrigation					
124	Native Areas	LS	1	\$ 1,908.00	\$ 1,908.00
125	Shrub Beds	LS	1	\$ 2,332.00	\$ 2,332.00
BID ALTERNATE NO. 1B					
Skate Park					
126	Skate Park (additional 4000 SF)	LS	1	\$ 115,199.53	\$ 115,199.53

BID ALTERNATE NO. 2A						
127	General Conditions / Mobilization	LS	1	\$	40,258.56	\$ 40,258.56
128	Miscellaneous Demolition / Debris Removal	LS	1	\$	3,712.86	\$ 3,712.86
129	Clearing and Grubbing	LS	1	\$	2,691.55	\$ 2,691.55
130	Additional Construction Surveying	HRS	40	\$	116.60	\$ 4,664.00
131	Earthwork (Cut) From an agreed Upon onsite location	CY	6,350	\$	5.57	\$ 35,369.50
132	Earthwork (Fill) Screen and compact from agreed onsite location	CY	6,350	\$	10.88	\$ 69,088.00
133	Native Seed - disturbed areas	LS	1	\$	4,770.00	\$ 4,770.00
Bohn Field (Lighted)						
134	Atheltic Field Lighting	LS	1	\$	169,494.00	\$ 169,494.00
135	Bohn Field Stone Sign (Material Donated)	LS	1	\$	17,485.95	\$ 17,485.95
136	Backstop	EA	1	\$	27,944.78	\$ 27,944.78
137	Chainlink Fencing (10' height)	LF	250	\$	92.68	\$ 23,170.00
138	Chainlink Fencing (8' height)	LF	959	\$	62.95	\$ 60,369.05
139	Pedestrian Gate	EA	4	\$	674.43	\$ 2,697.72
140	Fence Padding	LF	1,209	\$	2.66	\$ 3,215.94
141	Dugout (PW Athletics)	EA	2	\$	17,861.00	\$ 35,722.00
142	Players Bench	EA	4	\$	514.10	\$ 2,056.40
143	Dugout Bat Racks	EA	2	\$	612.68	\$ 1,225.36
144	Bleachers (PW Athletics 3 row/std with 8" rise)	EA	4	\$	3,234.06	\$ 12,936.24
145	Foul Poles	EA	2	\$	770.15	\$ 1,540.30
146	Bases Package	LS	1	\$	1,426.76	\$ 1,426.76
147	Digital Scoreboard	EA	1	\$	22,356.98	\$ 22,356.98
148	12' Wide Access Gate	EA	1	\$	2,468.74	\$ 2,468.74
149	Topsoil	CY	1,444	\$	38.31	\$ 55,319.64
150	Bluegrass Sod w/ Soil Prep	SF	77,988	\$	0.67	\$ 52,251.96
151	CONCRETE PAVING: 5" GRAY, STANDARD FINISH – WALKS	SF	10,780	\$	5.73	\$ 61,769.40
151a	6" CRUSHER FINES PAVING – GREY (NON-STABILIZED)	SF	930	\$	1.42	\$ 1,320.60
152	Dirt Infield	SF	13,790	\$	1.91	\$ 26,338.90
Batting Cage						
153	CONCRETE PAVING: 5" GRAY, STANDARD FINISH – WALKS	SF	1,210	\$	5.72	\$ 6,921.20
154	Batting Tunnel Structure (PW Athletics)	EA	1	\$	17,764.54	\$ 17,764.54
155	Chainlink Fence (8' height)	LF	131	\$	65.65	\$ 8,600.15
156	Pedestrian Gate	EA	1	\$	1,879.38	\$ 1,879.38
Electrical						
157	Electrical Service Distribution	LS	1	\$	33,098.15	\$ 33,098.15
158	Site Lighting and Power	LS	1	\$	104,092.00	\$ 104,092.00
Irrigation						
159	Turf Areas	SF	77,988	\$	1.220	\$ 95,145.36
160	Native Areas	LS	1	\$	25,758.00	\$ 25,758.00
161	Shrub Beds	LS	1	\$	6,895.30	\$ 6,895.30
161a	MINOR CONTRACT REVISIONS	LS	1	\$	50,000.00	\$ 50,000.00
BID ALTERNATE NO. 2B						
162	General Conditions / Mobilization	LS	1	\$	36,569.64	\$ 36,569.64
163	Miscellaneous Demolition / Debris Removal	LS	1	\$	4,935.57	\$ 4,935.57
164	Clearing and Grubbing	LS	1	\$	2,691.55	\$ 2,691.55
165	Earthwork (Cut)	CY	1,250	\$	5.41	\$ 6,762.50
166	Earthwork (Fill) (Screen and Compact)	CY	450	\$	10.69	\$ 4,771.50
166.5	Earthwork (Haul off Excess)	CY	900	\$	25.35	\$ 22,815.00
167	Native Seed - disturbed areas	LS	1	\$	5,830.00	\$ 5,830.00
2nd Avenue Trailhead						
168	Gravel Parking (Class 6 Gravel Road Base)	SF	44,622	\$	0.99	\$ 44,175.78
169	6"x6"x8' Brown Pressure Treated Timbers	EA	135	\$	88.10	\$ 11,893.50
170	Concrete Curb Stop	EA	137	\$	64.09	\$ 8,780.33
171	Vehicular Grey Concrete Paving	SF	1,060	\$	8.37	\$ 8,872.20
172	Parking Kiosk	EA	1	\$	13,641.79	\$ 13,641.79
173	Parking Lot Lighting	LS	1	\$	144,353.98	\$ 144,353.98
174	2 Rail Wood Fence	LF	204	\$	43.06	\$ 8,784.24

BID ALTERNATE NO. 3					
175	General Conditions / Mobilization	LS	1	\$ 123,442.63	\$ 123,442.63
176	Miscellaneous Demolition / Debris Removal	LS	1	\$ 4,935.57	\$ 4,935.57
177	Clearing and Grubbing	LS	1	\$ 2,691.55	\$ 2,691.55
178	Earthwork (Cut)	CY	22,200	\$ 3.87	\$ 85,914.00
179	Earthwork (Export) (Property of Contractor to be disposed of properly)	CY	22,200	\$ 14.34	\$ 318,348.00
180	Additional Construction Surveying	HRS	40	\$ 116.60	\$ 4,664.00
Vasquez Field (Non-Lighted)					
181	Backstop	EA	1	\$ 27,944.78	\$ 27,944.78
182	Vasquez Memorial Field Stone Sign (Material Donated)	LS	1	\$ 17,485.95	\$ 17,485.95
183	Chainlink Fencing (10' height)	LF	250	\$ 91.21	\$ 22,802.50
184	Chainlink Fencing (8' height)	LF	229	\$ 62.73	\$ 14,365.17
185	Removable Fencing	LF	730	\$ 136.41	\$ 99,579.30
186	Pedestrian Gate	EA	4	\$ 674.43	\$ 2,697.72
187	Fence Padding	LF	1,209	\$ 2.66	\$ 3,215.94
188	Dugout	EA	2	\$ 17,861.00	\$ 35,722.00
189	Foul Poles	EA	2	\$ 770.15	\$ 1,540.30
190	Bases Package	LS	1	\$ 1,426.76	\$ 1,426.76
191	Players Bench	EA	4	\$ 514.10	\$ 2,056.40
192	Bat Racks	EA	2	\$ 612.68	\$ 1,225.36
193	Bleachers (PW Athletics 3row/std with 8 "rise)	EA	4	\$ 3,234.06	\$ 12,936.24
194	12' Wide Access Gate	EA	1	\$ 2,468.74	\$ 2,468.74
195	Topsoil	CY	1,870	\$ 38.32	\$ 71,658.40
196	Bluegrass Sod w/ Soil Prep	SF	101,006	\$ 0.67	\$ 67,674.02
197	Dirt Infield	SF	13,790	\$ 1.91	\$ 26,338.90
Sports Courts					
198	Post Tension Concrete Courts	EA	2	\$ 50,898.02	\$ 101,796.04
199	Court Striping	EA	2	\$ 848.00	\$ 1,696.00
200	10' High Chainlink Fence	LF	701	\$ 113.86	\$ 79,815.86
201	Pedestrian Gate	EA	4	\$ 1,522.43	\$ 6,089.72
202	Perimeter Concrete 6" Mow Strip	LF	786	\$ 17.53	\$ 13,778.58
203	Tennis Net	EA	2	\$ 159.00	\$ 318.00
204	Tennis Posts	EA	4	\$ 238.50	\$ 954.00
205	Basketball Poles- Gared Sports (model GN45)	EA	4	\$ 1,272.00	\$ 5,088.00
206	Basketball Goals- Gared Sports (model Titan7550)	EA	4	\$ 79.50	\$ 318.00
207	Basketball Backboards- Gared Sports (model 1750 B)	EA	4	\$ 503.50	\$ 2,014.00
Natural Play Area					
208	EWf Safety Surfacing	SF	5,200	\$ 1.89	\$ 9,828.00
209	Subdrain	LS	1	\$ 14,721.82	\$ 14,721.82
210	Playground Edger	LF	880	\$ 21.20	\$ 18,656.00
211	Log Edger	LF	200	\$ 26.07	\$ 5,214.00
212	Log Climbers	LS	1	\$ 6,890.00	\$ 6,890.00
213	Tree Cookies	LS	1	\$ 3,710.00	\$ 3,710.00
214	Fallen Logs	LS	1	\$ 1,243.57	\$ 1,243.57
215	Stone Bear Cave	EA	2	\$ 7,505.86	\$ 15,011.72
216	Leaning Stone Slabs	EA	1	\$ 8,652.78	\$ 8,652.78
217	Wacky Posts	EA	10	\$ 624.34	\$ 6,243.40
218	Spiral Wood Bench	EA	4	\$ 2,399.17	\$ 9,596.68
219	Embankment Slide (4' height) w/ sit-down bar	LS	1	\$ 3,269.04	\$ 3,269.04
220	Willow Tunnel	LS	1	\$ 1,982.20	\$ 1,982.20
221	Log Teepee	EA	1	\$ 1,277.72	\$ 1,277.72

Small Playground					
222	Play Structure - relocation of existing play equipment	LS	1	\$ 23,850.00	\$ 23,850.00
223	EWf Safety Surfacing	SF	4,305	\$ 1.64	\$ 7,060.20
224	Playground Edger	LF	250	\$ 21.20	\$ 5,300.00
225	ADA Accessible Ramp	EA	1	\$ 1,774.07	\$ 1,774.07
226	Subdrain	LS	1	\$ 11,666.71	\$ 11,666.71
Climbing Area					
227	ID Structures (1 Piece)	LS	1	\$ 79,993.22	\$ 79,993.22
228	EWf Safety Surfacing	SF	2,016	\$ 1.71	\$ 3,447.36
229	Playground Edger	LF	186	\$ 21.20	\$ 3,943.20
230	ADA Accessible Ramp	EA	1	\$ 1,774.07	\$ 1,774.07
231	Subdrain	LF	1	\$ 7,635.51	\$ 7,635.51
Slackline Area					
232	Slackline Posts	EA	4	\$ 3,174.25	\$ 12,697.00
Landscape					
233	Soil Amendments	CY	2,200	\$ 45.05	\$ 99,110.00
234	Wood Mulch (Shrub Bed)	SF	13,599	\$ 1.11	\$ 15,094.89
235	Bluegrass Sod	SF	202,790	\$ 0.67	\$ 135,869.30
236	Topsoil (sod)	CY	3,755	\$ 38.32	\$ 143,905.79
237	Native Seed (Hydromulch)	SF	416,098	\$ 0.04	\$ 16,643.92
238	Shrubs (5 gallon)	EA	221	\$ 59.36	\$ 13,118.56
239	Evergreen Trees (8'-10' Height B&B)	EA	15	\$ 667.80	\$ 10,017.00
240	Ornamental Trees (2" Caliper B&B)	EA	49	\$ 450.50	\$ 22,074.50
241	Deciduous Trees (2.5" Caliper B&B)	EA	48	\$ 508.80	\$ 24,422.40
242	Steel Edger	LF	133	\$ 4.24	\$ 563.92
Structure					
243	Shade Structure 1 - Custom (1,085 SF)	EA	1	\$ 132,500.00	\$ 132,500.00
244	Shade Shelter A - Craftsman Gable 30' X 30' with square columns and stone wrap	EA	1	\$ 47,164.70	\$ 47,164.70
245	Shade Shelter B - Craftsman Gable 15' X 20' with square columns and stone wrap	EA	2	\$ 28,953.90	\$ 57,907.80
Electrical					
246	MULTI-PURPOSE SPORT COURT LIGHTING	LS	1	\$ 44,390.68	\$ 44,390.68
247	Site Lighting and Power	LS	1	\$ 37,901.11	\$ 37,901.11
Site Furnishings/Misc.					
248	CONCRETE PAVING: 5" GRAY, STANDARD FINISH - WALKS	SF	6,050	\$ 5.72	\$ 34,606.00
248a	6" CRUSHER FINES PAVING - GREY (NON-STABILIZED)	SF	35,950	\$ 1.26	\$ 45,297.00
248b	Gravel Parking (Class 6 Gravel Road Base)	SF	43,039	\$ 0.99	\$ 42,608.61
249	Trash Receptacles (3 bay)	EA	2	\$ 2,089.27	\$ 4,178.54
250	Coal Bins	EA	1	\$ 685.32	\$ 685.32
251	Bohn Park Entry Sign (Donated)(Install only)	EA	1	\$ 17,490.00	\$ 17,490.00
252	Pre-Cast Concrete Picnic Tables	LS	1	\$ 16,000.00	\$ 16,000.00
252a	Pre-Cast Concrete Picnic Table (Install only)(reuse from onsite)	LS	1	\$ 2,000.00	\$ 2,000.00
253	Park Grill-Large	EA	3	\$ 1,561.69	\$ 4,685.07
254	Vehicular Access Gates	EA	2	\$ 984.21	\$ 1,968.42
255	Backstop	EA	1	\$ 29,120.32	\$ 29,120.32
256	Stripstone Edger	LF	634	\$ 39.94	\$ 25,321.96
257	Lyons Sandstone Landscape Boulder	EA	18	\$ 879.22	\$ 15,825.96
258	Lyons Sandstone Boulder Seatwall	LF	274	\$ 107.95	\$ 29,578.30
259	Lyons Sandstone Boulder Retaining Wall	LF	487	\$ 302.75	\$ 147,439.25
Irrigation					
260	Turf Areas	SF	304,134	\$ 0.900	\$ 273,720.60
261	Native Areas	SF	341,800	\$ 0.42	\$ 143,556.00
262	Shrub Beds	SF	13,599	\$ 0.69	\$ 9,383.31
263	MINOR CONTRACT REVISIONS	LS	1	\$ 150,000.00	\$ 150,000.00

BJD ALTERNATE NO. 4					
LOCATION A - BOHN PARK FROM 2ND TO 4TH					
264	A1 Mobilization and Bidding (Complete for this location)	LS	1	\$ 9,442.75	\$ 9,442.75
265	A2 Construction Staking - Necessary for Project plus 10 hours field crew as Town's Discretion	LS	1	\$ 9,116.00	\$ 9,116.00
266	A3 Utility Potatoes for Crossings and Tie Ins (Variable schedule)	EA	5	\$ 301.78	\$ 1,508.90
267	A4 Traffic Control	LS	1	\$ 3,556.29	\$ 3,556.29
268	A5 Connect to Ex. 12" W/L, includes sleeve	EA	1	\$ 2,978.51	\$ 2,978.51
269	A6 Connect to Ex. 8" W/L, includes remove existing thrust block	EA	1	\$ 1,515.48	\$ 1,515.48

270	A7 8" Waterline, complete in place with fittings and pipe bedding and dewatering as needed	LF	1,882	\$	47.46	\$	89,319.72
271	A8 Furnish and Install 12"x8" Tee with Kick Block	EA	1	\$	981.80	\$	981.80
272	A9 8" Gate valve, complete in place with valve box and extension	EA	6	\$	1,751.62	\$	10,509.72
273	A10 8" Bend with Kick block & restraints (45, 90 degree bend)	EA	11	\$	518.92	\$	5,708.12
274	A11 Install Combination Bends (fittings included above)	EA	2	\$	822.27	\$	1,644.54
275	A12 8"x6" Swivel Tee complete with restraints and Kickblock	EA	2	\$	446.63	\$	893.26
276	A13 6" Gate Valve, complete in place with valve box and extension	EA	2	\$	1,118.65	\$	2,237.30
277	A14 Fire Hydrant Assembly complete with Kickblock, riser, and hydrant	EA	2	\$	371.52	\$	743.04
278	A15 6" DIP Fire Hydrant Lateral	LF	87	\$	44.08	\$	3,835.56
279	A16 Furnish and Install Water Line Lowerings including fittings, T's and Thrust Blocks	EA	2	\$	3,984.40	\$	7,968.80
279.5	Furnish and Install Water Line Encasement at S. Utility Sewer	LF	26	\$	290.34	\$	7,548.84
280	A17 Furnish and Install 24" Pipe Casing with creek diversion and dewatering as needed to install casing	LF	45	\$	345.63	\$	15,553.35
281	A18 4" Dia Water Manhole	EA	1	\$	2,341.20	\$	2,341.20
282	A19 2" water service connection including tap, stop, and meter	EA	1	\$	3,185.64	\$	3,185.64
283	A20 2" copper water service line	LF	51.8	\$	24.48	\$	1,268.06
284	A21 Restoration in 2nd & 4th Avenue Area	SY	267	\$	64.47	\$	17,213.49
285	A22 Remove & replace existing crusher fine trail	SY	48	\$	25.81	\$	1,238.88
LOCATION A TOTAL							\$ 204,124.53
LOCATION B - 2ND AVENUE AT ST VRAIN REE							
286	B1 Mobilization and Bonding (Complete for this location)	LS	1	\$	1,384.78	\$	1,384.78
287	B2 Furnish, Install and Remove temporary access path to work area	LF	60	\$	11.89	\$	713.40
288	B3 Creek Diversion for Installation of 1/2 of Casing including dewatering and restoration	EA	2	\$	7,825.98	\$	15,651.96
289	B4 Furnish and Install 24" Steel Casing with cap	LF	60	\$	251.96	\$	15,117.60
LOCATION B TOTAL							\$ 22,867.74
LOCATION C - 500 WEST MAIN							
290	C1 Mobilization and Bonding (Complete for this location)	LS	1	\$	1,384.78	\$	1,384.78
291	C2 Contractor to locate exist water lines and connect in with d12"x12"x12" Tee with Kickblock and restraints, and sleeve, including dewatering	EA	1	\$	3,815.66	\$	3,815.66
292	C3 Furnish and Install 12" AWWA C900 PVC, DR19, Fully restrained	LF	9	\$	122.21	\$	1,099.89
292.5	C4 Furnish and Install 12" V	EA	2	\$	2,858.58	\$	5,717.16
293	C5 Remove existing blow off	EA	1	\$	508.32	\$	508.32
294	C6 Temporary 6" Chain Link Fence during construction	W ERS	2	\$	152.40	\$	304.80
295	C7 Restore existing surfacing disturbed including seeding	SY	120	\$	89.17	\$	10,700.40
296	C8 Restore existing gravel drive in kind, 8" minimum depth	SY	15	\$	37.65	\$	564.75
LOCATION C TOTAL							\$ 23,648.86
TOTAL							\$ 9,103,844.44

Base Bid Item No. 1: River and river walk improvements – Bid Items 1 to 112:

Base Bid Item 1 shall include items 1 to 112 in the unit price bid schedule including all work associated with the construction of the instream river improvements, the northern and southern overflow channels, the ecological restoration, establishing a water supply with the drilling of a new well, pump and electrical supply, temporary irrigation to the ecological restoration zones, river walk improvements including the trail, picnic areas, stone picnic area, ADA fishing access, elevated boardwalk, 4th Avenue bridge and abutments, gravel parking, utilities, water quality infrastructure and the custom restroom structure and related amenities including lighting, fencing. Indicate below the total amount for work as indicated in the documents for Base Bid Item No. 1.

Base Bid: FOUR MILLION SEVENTY SIX THOUSAND
FOUR HUNDRED EIGHTY SIX & 18/100 Dollars (\$) 4,076,486¹⁸

Bid Alternate No. 1A: Bid Items 113 to 125

Bid Alternate No. 1 shall include items 113 to 125 in the unit price bid schedule including all work associated with the construction of the 8,000 SF skatepark package (not to include the additional 4,000 sf), the subdrain improvements to drain the skatepark to ditch, embankment and site work surrounding the skate park, landscape and irrigation within the bid schedule limits and miscellaneous sitework associated with the skatepark development.

Indicate below the total amount for work as indicated in the documents for Bid Alternate No. 1A.

Base Bid: FIVE HUNDRED TWENTY FIVE THOUSAND
FIVE HUNDRED NINETY SEVEN & 32/100 Dollars (\$) 525,497³²

Bid Alternate No. 1B: Bid Items 126

Bid Alternate No. 1B shall include item 126 in the unit price bid schedule including all work associated with the construction of the additional 4,000 SF skatepark feature.

Indicate below the total amount for work as indicated in the documents for Bid Alternate No. 1B.

Base Bid: ONE HUNDRED FIFTEEN THOUSAND
ONE HUNDRED NINETY NINE & 53/100 Dollars (\$) 115,199⁵³

Bid Alternate No. 2A: Bid Items 127 to 161

Bid Alternate No. 2A shall include items 127 to 161 in the unit price bid schedule including all work associated with the construction of Bohn Field, including lighting, digital scoreboard, bleachers, dugout, backstop, foulpoles, fencing, landscape, irrigation, base package, site work, amenities, batting cage and related site work within bid alternate 2A boundaries. Work shall also include overlot grading of park and temporary seeding of all disturbed areas.

Indicate below the total amount for work as indicated in the documents for Bid Alternate No. 2A.

Base Bid: ONE MILLION NINETY ONE THOUSAND
EIGHT HUNDRED NINETEEN DOLLARS & 27/100 Dollars (\$) 1,091,819²⁷

Bid Alternate No. 2B: Bid Items 162 to 174

Bid Alternate No. 2B shall include items 162 to 174 in the unit price bid schedule including all work associated with the construction of the 2nd Avenue Trailhead including grading, parking lot, lighting and fencing as noted within the bid alternate 2B boundaries

Indicate below the total amount for work as indicated in the documents for Bid Alternate No. 2B.

Base Bid: THREE HUNDRED TWENTY THREE THOUSAND
EIGHT HUNDRED FORTY SEVEN Dollars (\$) 323,847⁵⁸

Bid Alternate No. 3: Bid Items 1 to 263

Bid Alternate No. 3 shall include all bid items 1 to 263 in the unit price bid schedule ~~minus duplicate items 1 to 10, 113 to 115, 127 to 133, 162 to 167~~ for all work associated with the build out of the entire park including all items identified in the base bid item no. 1, bid alternate no. 1A, 1B, and bid alternate no. 2A, 2B.

Indicate below the total amount for work as indicated in the documents for Bid Alternate No. 3.

Base Bid: NINE MILLION THREE HUNDRED FIFTY FIVE THOUSAND
FOUR HUNDRED TWENTY NINE DOLLARS & 81/100 Dollars (\$) 9,355,439⁸¹

Bid Alternate No. 4: Bid Items 264 to 296

Bid Alternate No. 4 shall include items 264 to 296 in the unit price bid schedule including all work associated with the construction of the associated waterline work identified in the plans

Indicate below the total amount for work as indicated in the documents for Bid Alternate No. 4.

Base Bid: TWO HUNDRED SIXTY THOUSAND
FIVE HUNDRED NINETY SEVEN & 03/100 Dollars (\$) 260,597⁰³

Bidder acknowledges receipt of the following addenda: 1, 2, 3, 4, 5 & 6

Bidder acknowledges that the Owner has the right to delete items in the Bid or change quantities at his sole discretion without affecting the Agreement or prices of any item.

SPECIAL PROVISIONS: Bidder acknowledges reading and understands special provisions.

TD (Initial)

Bidder understands that the Town Board reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

It is understood that this bid becomes a part of the Contract Documents upon the signing of the Contract, and failing to comply with any part of this bid will be taken as failure to comply with said Contract and will be just cause for rejection of the work.

Upon receipt of Notice of Award of this Bid, Bidder will execute the formal contract within ten (10) days and deliver Certificates of Insurance and a surety bond or bonds as required by the General Conditions for the faithful performance of this Contract.

Respectfully submitted,

DEFALCO CONSTRUCTION CO.

(Bidder)

(SEAL) if bid is by a Corporation

By: Tommy Defalco

Title: PRESIDENT

PO BOX 820

LONGMONT, CO 80502

(Business Address)

10/7/2016

DEFALCO CONSTRUCTION CO.

UNIT PRICES

For additional bid items, the unit price bid schedule and the following unit prices shall be applicable for the specific items listed. Unit Prices shall be complete, in place including required labor, materials, permits, equipment, implements, testing, parts and supplies necessary for, and incidental to proper installation, as indicated on the Drawings, and in the Specifications. Only one number shall be submitted for each unit price, to be used for quantities being added to or subtracted from the Work. Unit Costs are to be used for quantity changes of 25% or less.

1. The Contractor agrees that for requested and/or required changes in the scope of work, the Contract Sum shall be adjusted in accordance with the following unit prices, where the Owner elects to use this method of determining costs.
2. The Contractor is advised that the unit prices will enter into the determination of the successful bidder. Unreasonable prices may result in rejection of the entire bid proposal.
3. Unit prices for irrigation shall include pipe, fittings, valves, concrete thrust block and stabilizers, and other items shown on the Drawings, as described in the Specifications or recommended by the manufacturer as part of the installation.

EARTHWORK AND UTILITIES

ITEM	UNIT PRICE	
Pot Holing	\$ 40 ⁰⁰	CY
Pot Holing Vacuum Truck	\$ 185 ⁰⁰	HR
Imported Fill	\$ 40 ¹⁷	CY
Earthwork - Cut and Stockpiling	\$ 6 ⁹⁴	CY
Earthwork - Fill	\$ 4 ³³	CY
Topsoil Stripping and Stockpiling	\$ 6 ²⁴	CY
Topsoil Spreading and Placement	\$ 6 ²⁴	CY
Sanitary Sewer Pipe - 8" PVC	\$ 46 ⁶¹	LF
Sanitary Sewer Pipe - 6" PVC	\$ 40 ⁰⁰	LF
Sanitary Sewer - Cleanout	\$ 150 ⁰⁰	EA
Sanitary Sewer - Manhole	\$ 3093 ⁷⁶	EA
Erosion Control - Silt Fence	\$ 1 ⁹¹	LF
Erosion Control - Bales	\$ 20 ⁰⁰	EA
Erosion Control - Gutter Wattle	\$ 4 ³⁰	LF
Erosion Control - Inlet Wattle	\$ 4 ³⁰	LF
Erosion Control - Ditch Wattle	\$ 4 ³⁰	LF
Perforated Pipe	\$ 21 ¹⁴	LF
Underdrain - 6" PVC	\$ 45 ⁰⁰	LF
Underdrain - 6" flapgate	\$ TBD	EA
Underdrain - Cleanout	\$ 150 ⁰⁰	EA

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IRRIGATION

ITEM	UNIT PRICE	
6" Pop-up spray head with nozzle and swing joint assembly	\$ 43 ²⁹	EA
12" Pop-up spray head with nozzle and swing joint assembly	\$ 46 ⁶²	EA
6" Gear driven rotor with nozzle and swing joint assembly	\$ 71 ⁰⁴	EA
12" Gear driven rotor with nozzle and swing joint assembly	\$ 75 ⁴⁸	EA
1" Control valve with gravel sump, riser assembly, ball valve and valve box	\$ 377 ⁴⁰	EA
1 1/2" Control valve with gravel sump, riser assembly, ball valve and valve box	\$ 427 ³⁵	EA
2" Control valve with gravel sump, valve box	\$ 411 ⁷⁵	EA
Master valve with gravel sump, valve box and valve box extension	\$ 427 ³⁵	EA
Flow Sensor with sensor decoder, gravel sump, valve box and valve box extension	\$ 360 ⁷⁵	EA
2" Gate valve with sleeve and valve box	\$ 344 ¹⁰	EA
4" Gate valve with sleeve and valve box	\$ 954 ⁶⁰	EA
6" Gate valve with sleeve and valve box	\$ 1359 ⁷⁵	EA
Pump station with 240v, single phase power connection, concrete pad and all required sleeving	\$ 69,271 ⁰⁰	EA
125 station pedestal mount electric controller with grounding, 120 volt power connection, concrete pad and all required sleeving	\$ 9,116 ⁰⁰	EA
Wireless Rain Sensor, pole mount	\$ 638 ²⁵	EA
#14 AWG UFUL direct burial wire	\$ 0 ²²	LF
PE89 direct burial wire	\$ 9 ⁴³	LF
2" Class 200 BE PVC mainline at 24" depth with manual drain valves and fittings	\$ 2 ⁵⁰	LF
4" Class 200 BE PVC mainline at 36" depth with manual drain valves and fittings	\$ 4 ⁰⁰	LF
6" Class 160 RT PVC mainline at 36" depth with manual drain valves, thrust blocks and fittings	\$ 9 ³²	LF
2" Class 160 PVC sleeving	\$ 4 ²²	LF
4" Class 160 PVC sleeving	\$ 5 ⁵⁵	LF
6" Class 160 PVC sleeving	\$ 13 ³²	LF
8" Class 160 PVC sleeving	\$ 22 ²⁰	LF
12" Class 160 PVC sleeving	\$ 39 ⁹⁶	LF
1" Class 200 BE PVC lateral with fittings	\$ 1 ⁷⁵	LF
1 1/4" Class 200 BE PVC lateral with fitting	\$ 2 ²²	LF
1 1/2" Class 200 BE PVC lateral with fittings	\$ 2 ⁵⁵	LF
2" Class 200 BE PVC lateral with fittings	\$ 3 ⁰⁵	LF
2 1/2" Class 200 BE PVC lateral with fittings	\$ 3 ²²	LF
Drip valve assembly with gravel sump, riser assembly and valve box	\$ 344 ¹⁰	EA
Drip emitter with micro-tubing and emitter stake	\$ 3 ³³	EA
3/4" Drip tubing at 12" depth with fittings	\$ 1 ²²	LF

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Drip blow-out assembly with indicator head, gravel sump, and valve box	\$ 133 ²⁰	EA
1" quick coupling valve with swing joint assembly and valve box	\$ 321 ⁹⁰	EA
12 AWG 2-Wire Communication Cable with DBY/R-6 Connectors	\$ 1 ⁰⁰	LF
Single Station Decoder installed with Control Valve	\$ 183 ¹⁵	EA
Decoder Grounding, Plate and Rod	\$ 238 ⁶⁵	EA
Controller Grounding, Plate and Rod	\$ 238 ⁶⁵	EA
Air relief valve with gravel sump and valve box	\$ 344 ¹⁰	EA

MISCELLANEOUS ITEMS

Construction Fence (Chainlink Fence)	\$ 5 ⁰⁰	LF
Construction Fence (Chainlink Fence Gate)	\$ 100 ⁰⁰	EA

Contractor will adhere to all Federal, State, and local laws and codes, license, permits and inspections. All work will be completed to proportional trade standards and building codes. Not all items included on the bid form list are included on the drawings. These unit prices are being obtained in order to add items in the field as required to suit field conditions.